
Fast-track Approvals Act 2024
Comments on a Fast-Track consenting application
Westgate Properties (2017) Limited
Re Te Ara Hauauru - Northwest Busway

To: The Expert Panel

From: Westgate Properties (2017) Limited

Fast-track project: Te Ara Hauauru - Northwest Busway

Fast-Track Reference: FTAA- 2511-1146

1. Introduction

- 1.1. This submission relates to the New Zealand Transport Agency's (NZTA) application (**Application**) under the Fast-track Approvals Act 2024 (**FTAA**) in respect of the Te Ara Hauauru – Northwest Busway project (**TAH**).
- 1.2. These comments are submitted on behalf of Westgate Properties (2017) Limited (**WPL**) and relate to all its land holdings included within the Westgate Shopping Centre, **and** which were being land identified by the Expert Panel in its Minutes 6, as land sufficiently proximate to TAH to warrant its being invited to comment. This is the second submission from WPL, which relates to the properties it owns in the Westgate Shopping Centre. These properties are leased to commercial operators for a range of retail, commercial office, and service activities, and are all managed by NZRPG Management (2017) Limited (**NZRPGM**). They are shown on **Plan A**, which is attached to these comments.
- 1.3. WPL refers to and relies on its previous submission made in relation to the remainder of its holdings in the Shopping Centre. That submission detailed the process and the effects of Project's intrusion into the Shopping Centre (primarily via NOR2) and its disruption of WPL's current operations and, critically, its substantial development plans. These effects include the thwarting of two large development projects, which would have constituted infrastructure and development under s.3 of the FTAA had they been considered under that Act.
- 1.4. This submission should be read in conjunction with WPL's earlier submission and therefore will not cover the same material as the previous submission. Rather, it will provide additional

information and context where this is considered relevant and helpful to the Expert Panel in its understanding of the impact on WPL.

2. Background to this submission

- 2.1. WPL and its parent, NZ Retail Property Group (**NZRPG**), generally support the efficient consenting of development and infrastructure and have supported the introduction of the FTAA and its use in appropriate contexts. Despite the material impact this Project has on its interests, WPL has sought to keep its input brief and constructive.
- 2.2. This approach reflects the fact that NZTA has traditionally undertaken shovel-ready projects and has been able to respond to affected parties' concerns with a more developed design and more substantive mitigating conditions.
- 2.3. Here, however, the combination of the FTAA's limited opportunities for stakeholder input, an application that is largely for route protection, and NZTA's parsimonious approach to conditions, means WPL considers that some more general comments are warranted. The use of the FTAA for route protection, and the resulting importance of conditions, is discussed below.

3. The FTAA and Long-Term Route Protection

- 3.1. The FTAA represents a deliberate legislative trade-off where the participatory rights of affected parties are curtailed in exchange for more efficient delivery of nationally and regionally significant infrastructure. That trade-off is most easily justified where consenting sits on the critical path of delivery, so that a faster consenting process means the infrastructure and its public benefits arrive sooner.
- 3.2. NOR2 sits at the far end of that scale. NZTA's own evidence places construction at least 8 to 15 years away, within a 25-year lapse period sought for all NORs, and NZTA's evidence on funding timing remains vague. Commenting on NZTA's Major Transport Projects Pipeline on 9 July 2026, Minister Bishop noted that fuel excise duty has fallen materially in real terms since 2020, while construction costs have risen significantly over the same period, and that Stage 3 is proceeding more slowly than previously anticipated.¹ Over a horizon of this length, the environment into which the Project is delivered, and the benefits said to justify present impacts on WPL's land, cannot meaningfully be assessed today.
- 3.3. The Expert Panel has itself identified the 25-year lapse period as relevant to the potential impacts on affected properties, noting that NZTA has provided no specific assessment of it, and that the RMA's own default lapse period, introduced under the same reform package as the FTAA, is 10 years. WPL relies on this to support the lapse and engagement conditions sought below, rather than as a basis for withholding consent.

- 3.4. A useful comparator is the Supporting Growth Alliance route protection designations, processed under the more participatory RMA regime but confirmed efficiently once NZTA accepted conditions requiring consultation with affected landowners as design was refined, including Stakeholder Communication and Engagement Management Plans. That experience shows the Act's purpose, efficient delivery balanced with fair treatment of affected parties, is achievable through the right conditions, not through the removal of participation alone.
- 3.5. Used without equivalent conditions, the FTAA's abbreviated process delivers landowners neither meaningful upfront participation nor the offsetting benefit of materially faster delivery that is the trade-off's justification. WPL's concern is that NOR2, as currently proposed, achieves neither of the two things the Act trades off. The purpose of the Act is accordingly only fulfilled here if NOR2 proceeds on conditions that restore an appropriate measure of certainty to affected landowners and address the adverse effects identified in this submission.
- 3.6. This difficulty is compounded by the nature of route protection projects generally. The combination of route protection (and the design imprecision that accompanies it) and the absence of the design development that would occur through a more fulsome RMA process. WPL submits that this level of ambiguity can only be reconciled with the purpose of the FTAA if conditions are imposed that provide
- 3.6.1. for greater design certainty as the Project proceeds; and
- 3.6.2. that adopt a precautionary approach to the mitigation of actual and potential effects while that certainty is still being resolved (for example, provision for the Northside Drive Extension or at least protection of the current provision for it discussed further below).
- 3.7. This difficulty is particularly felt by WPL. Shopping centres are areas of constant planning, evolution, and development to respond to dynamic market demand. Unlike other affected landowners, who can treat the designation as denoting the location of future effects but not any current impacts, WPL cannot. Instead, it has had to treat the designation (NOR2) as a hard boundary, creating maximum disruption from the moment it was filed, and must immediately factor in the designation's full footprint and the adverse effects that follow into its planning and response. The NOR2 designation has already rendered live development projects unbuildable (as confirmed by NZTA under s178 RMA) before it has even proceeded through the FTAA process. These effects are real, immediate and financially significant for WPL.

4. Consultation and Design Certainty

- 4.1. The FTAA's compressed timeframes place a premium on pre-application engagement, since the formal process leaves affected parties' little opportunity to interrogate the proposal. WPL's experience fell short of that standard; it was not given sufficient information to understand how the designation boundary was determined, what design assumptions underpinned it, or how construction and staging requirements might change as design progressed.
- 4.2. This is illustrated by NZTA's proposed conditions 13 to 15, which govern land managed by NZRPGM and owned by WPL or other owners. These arose from discussions NZTA held directly with WPL's tenant, without the knowledge or involvement of WPL or NZRPGM, despite NZTA's awareness of their pre-eminent interests. WPL raises this matter to support its request for appropriate conditions for engagement and consultation.

5. Relief

- 5.1. WPL supports the development of public transport infrastructure and does not withhold that support here. It says only that the Act's purpose is fulfilled through the grant of NOR2 if it proceeds subject to the conditions WPL seeks, conditions directed at landowner certainty, staged design engagement, and the adverse effects addressed in the sections above.
- 5.2. As set out above, WPL has sought to remain constructive despite the effect of the matters discussed, which it submits have left the Project more broadly constrained than necessary to deliver its future benefits. WPL accordingly asks the Expert Panel to bring the flexibility currently sought back to a more reasonable level, to give greater certainty to those affected, while still accommodating the extended timeframe NZTA contemplates for delivery.
- 5.3. WPL seeks the same conditions sought in its first submission, as set out in Schedule A to that submission and to this one, and it endorses the evidence given in support of those conditions. These comments augment the earlier submission with further relevant considerations and address some additional conditions that WPL now considers appropriate, given how matters have progressed.

Fred Taylor Drive/Gunton Drive/Hobsonville Road/SH16 Interchange and access onto Fred Taylor Drive – New condition 15A Schedule A

- 5.4. Westgate Shopping Centre, and the wider Metropolitan Centre, has its primary operational frontages on Fred Taylor Drive and Maki Street and is largely served by the Fred Taylor Drive/Gunton Drive/Hobsonville Road/SH16 Interchange (**FTD/SH16 Interchange**). It is already affected by congestion on those roads and at that interchange. WPL is therefore concerned about any further pressure the Project may place on Fred Taylor Drive,

particularly during the extended construction period in and around the FTD/SH16 Interchange.

- 5.5. NZTA has rejected these concerns on the basis that the constraints are existing and not for this Application to resolve. WPL disagrees. Those constraints form part of the receiving traffic environment, and the Project's effects are likely to be greater because that environment is already sensitive. Where such effects are predictable, NZTA should address them.
- 5.6. NZTA also characterises the effects as merely "temporary", weighed against the anticipated benefits of the Project. However, the works are expected to last about four years. WPL submits that disruption of that duration should not be treated as temporary in any meaningful commercial or planning sense. The duration, degree and irreversibility of an adverse effect remain relevant, and the label "temporary" does not reduce the weight the Panel should give to effects that last many years.
- 5.7. That is especially so given WPL's standard commercial lease terms of three to six years. A four-year construction period may span most or all of a tenant's lease, leaving little or no disruption-free period in which to establish or recover trade.
- 5.8. NZTA further suggests that traffic impediments will not occur throughout construction. In WPL's experience operating shopping centres, however, customer uncertainty about possible delays is itself a deterrent and can divert shoppers to other centres, whether or not delays occur on a particular day.
- 5.9. WPL therefore supports the measures proposed in its earlier comments, in particular:
 - 5.9.1. completion of the Northside Drive interchange; and
 - 5.9.2. increasing the access available to private vehicles along Fred Taylor Drive and within the intersection of Fred Taylor Drive and Maki Street.
- 5.10. If the Expert Panel is not minded to impose a firm condition precedent requiring construction of Northside Drive, it should consider lesser alternatives that address the direct effects of NZTA's works.

Intersection Performance Assessment Preceding Construction – Alternative Condition 15A(1)

- 5.11. NZTA does not claim that construction at the FTD/SH16 interchange will occur in isolation. It acknowledges it will interact with, and is liable to compound, an existing performance constraint on the surrounding road network, with consequences for safety and efficiency that extend to the businesses and properties served by that network. Because the Project may not commence for many years, it will also operate within a future traffic environment that cannot be confidently predicted now.

- 5.12. Given this sensitivity, and the consequences of congestion, an appropriate control is a condition requiring NZTA, before works affecting the intersection commence, to demonstrate through current, evidence-based traffic modelling that the intersection and its approaches can accommodate the additional construction effects without a material reduction in level of service. NZTA should also be required to implement any traffic management measures identified by that modelling as necessary to avoid such a reduction.
- 5.13. That condition would address the Project's direct and reasonably foreseeable effects, including the uncertainty created by the long delay in project delivery and the likelihood that traffic conditions will have changed markedly.

Condition 15A(1): FTD/SH16 Intersection – Construction Traffic Performance

- (a) Prior to the commencement of any construction works that will directly or indirectly affect the Fred Taylor Drive/State Highway 16 intersection or its approaches ("the Intersection"), the Requiring Authority shall prepare, and submit to [Auckland Transport / the certifying engineer] for certification, a traffic assessment ("the Assessment") prepared by a suitably qualified and experienced traffic engineer.*
- (b) The Assessment shall be based on contemporaneous, evidence-based traffic modelling reflecting the traffic volumes and network conditions prevailing at, or reasonably proximate to, the time the relevant construction works are proposed to occur.*
- (c) The Assessment shall demonstrate whether the Intersection and its approaches are able to accommodate the additional construction-related effects of the relevant works without a material reduction in level of service, as compared with the level of service that would otherwise prevail absent those works.*
- (d) Where the Assessment identifies that a material reduction in level of service would occur, it shall identify the traffic management measures reasonably necessary to avoid that reduction.*
- (e) The Requiring Authority shall implement the traffic management measures identified under (d) prior to, and for the duration of, the relevant construction works giving rise to the identified effect.*
- (f) Construction works affecting the Intersection shall not commence until the certification required by (a) has been obtained.*
- (g) For the purposes of this condition, "level of service" is assessed in accordance with [After advice Expert Panel to insert applicable methodology/standard — e.g. Austroads Guide to Traffic Management or the methodology adopted in NZTA's own ITA for the Project].*

Protection of the current ability to undertake the Northside Drive extension – Alternative Condition 15A(2) and (3)

- 5.14. While NZTA has firmly rejected WPL's suggestion that completion of the Northside Drive project be made a condition precedent to its works, it has not addressed the effect of its Project on the provision already made for Northside Drive. As detailed in WPL's first submission, this provision includes completed bridge abutments on the Westgate side of

SH16 and a centre-span support designed to carry the required bridge span to cross SH16 (see **Figure 1** below).



Figure1

- 5.15. The indicative design for the Project shows works cutting through the planned extension's existing abutments, with the indicative plans (Sheet 2) showing a cut-batter at the location of the current retained abutment. If constructed as shown, these works would require any future Northside Drive bridge to span a greater length than currently provided for, which may compromise the ability of the centre-span support already installed between the lanes of SH16 to carry that bridge. These are direct impacts of the Project and should be avoided, at the very least, to protect the potential for the Northside Drive extension to be completed.
- 5.16. If the Expert Panel does not consider that the effects of the Project warrant a requirement to complete Northside Drive, on the basis that the benefits of that project are too remote from the effects at the FTD/SH16 interchange, then, at the very least, WPL asks that the Project not make the long-needed Northside Drive project more difficult or more costly to complete. WPL suggests the following condition:

Alternative Condition 15A(2): Protection of Northside Drive Interchange Provision

- (a) *The Project works shall not remove, alter, or otherwise physically compromise the existing bridge abutments on the Westgate side of State Highway 16, or the existing centre span support located between the lanes of State Highway 16, being the provision currently made for the future Northside Drive connection over State Highway 16 ("the Existing Provision"), except where NZTA has first obtained a structural and traffic engineering assessment, prepared by a suitably qualified and experienced engineer, demonstrating that any proposed alteration will not:*
- (i) *increase the length of bridge span that would be required to complete the Northside Drive connection beyond that achievable using the Existing Provision as at the date of this designation; or*

- (ii) *reduce the structural capacity of the Existing Provision to support such a connection.*
- (b) *Where NZTA cannot demonstrate the matters in condition (a), NZTA shall not undertake the relevant works unless and until an alternative means of protecting the Existing Provision, or equivalent replacement provision, has been agreed in writing with [Auckland Transport / the relevant road controlling authority for the Northside Drive project].*

Condition 15A(3): Cost Neutrality for Northside Drive Connection

- (a) *If the Project works result in any alteration to, or loss of, the Existing Provision such that the future cost of designing or constructing the Northside Drive connection is increased beyond what it would otherwise have been, NZTA shall meet the reasonable additional costs of that increase, to the extent that the increase is directly attributable to the Project works.*
- (b) *Prior to undertaking works affecting the area of the Existing Provision, NZTA shall provide to [Auckland Transport / relevant authority] a report identifying whether, and to what extent, those works will increase the future cost of completing the Northside Drive connection, and the measures (if any) proposed under condition (c) to address that increase.*

Lapse Period – Amended Condition 1 New Schedule A

- 5.17. NZTA detailed indicative construction staging for the works affecting this land. Where that staging is known, a lapse period for the relevant designation should be calibrated to it, rather than set at a uniform, default length untethered to the need the designation is intended to protect. A designation is a tool to protect land from development that would prevent or hinder a planned work, only for as long as is reasonably necessary to deliver that work; it is not a general-purpose contingency option over private land. This is particularly the case when the definition of designation has been rushed through without the benefit of the proper input from the landowner, a conventional RMA process would have provided.
- 5.18. Unlike other land, even land used for commercial purposes, the WPL land affected by NOR2 is held for active and evolving commercial use for the benefit of all WPL's sites within Westgate Shopping Centre (part of a dynamic Metropolitan Centre). This is a constantly dynamic land use that, more than other land uses, is affected by a lack of ability to plan and evolve around constraints. The cost of an extended period of designation uncertainty is borne overwhelmingly and continuously by the landowner and the businesses operating on and around the affected land, through deferred investment, reduced tenant confidence, and constrained ability to plan redevelopment, regardless of whether the works ultimately proceed on the disclosed timetable. That cost is not shared by the NZTA or the wider public in the same way. Rather than recognise this, NZTA has adopted a very dismissive approach to conditions which would provide greater certainty to these landowners and would go some way to mitigate the Project's considerable impact on WPL's land.

5.19. Aligning the lapse period with the disclosed staging does not constrain the NZTA's ability to deliver the works on that timetable and does not remove flexibility when genuine programme changes occur. Section 184 RMA already provides a well-understood mechanism by which NZTA can apply for an extension of time, supported by evidence of need current at the time of the application, including a more refined design. A tailored lapse period, therefore, does no more than place the onus of justifying any extension on the party best placed, at the relevant time, to demonstrate that the extension remains necessary, rather than requiring the landowner, now, to accept open-ended uncertainty calibrated to a delivery horizon well beyond the period for which any need has actually been demonstrated.

5.20. WPL seeks a lapse period for NOR2 of no more than 15 years, consistent with the period for which the Requiring Authority's own indicative programme demonstrates a need.

Designation Review (Post-Construction) – New Condition 4A Schedule A

5.21. Given the scale of privately held, intensively used commercial land affected by this designation, a condition requiring the Requiring Authority to actively review the extent of the designation once construction is complete, and to identify and release any land no longer required for the ongoing operation, maintenance or mitigation of the works, is a proportionate and standard safeguard for a designation of this scale and effect, not an unusual constraint on the Requiring Authority.

5.22. While s.182 RMA enables a NZTA to seek removal of designated land at its own discretion, an existing discretionary power is not equivalent to an obligation to exercise it and does not of itself ensure that genuinely surplus designated land affecting this site will in fact be identified and released within a reasonable timeframe. A positive review obligation imposes no constraint on the NZTA's operational requirements: it requires only that those requirements be confirmed, on a defined timeframe, against the as-built work, so that any disproportionate, ongoing constraint on the landowner's use and development of retained 'buffer' land does not persist for longer than is actually necessary.

5.23. NZTA's explanations in relation to its desire for flexibility in respect of roll-back appear more dogmatic than being based on any evidence of why what is a very conventional control would realistically impede its flexibility. More pertinently, there is nothing that suggests the extent of flexibility sought is necessary or appropriate to provide for the delivery of the Project's benefits.

Design Outcome – Severance and Amenity Effects at Fred Taylor Drive/Hobsonville Road/SH16 interchange – New Condition 4B Schedule A

5.24. WPL reiterates its request (along with other submitters) that a condition be imposed on the NZTA connection requiring it to tunnel under Fred Taylor Drive, rather than adopting an at-

grade or elevated crossing of the busway over Fred Taylor Drive. NZTA opposes this condition on the basis that it wishes to retain flexibility to construct the connection as it sees fit once it has undertaken further design.

- 5.25. In response to other submitters' comments (34.24), NZTA points to its Landscape and Visual Assessment ("LVA") conclusion that the effect of an elevated structure over Fred Taylor Drive is moderate to moderate/high on landscape character and visual amenity. In providing this response, NZTA does not detail that the LVA contrasts this effect with an underpass option, which it describes as having very low effects on visual amenity and landscape character. Nor does it acknowledge the LVA's further conclusion that:

There is greater potential for adverse effects on visual amenity values should the busway pass over the local road on a flyover in such instances, because:

- *The flyover would appear aesthetically incoherent compared to the motorway;*
- *The 'stacking' up of multiple levels of grade separation would add to visual clutter compared to a simpler two-level grade separation;*
- *The more complex arrangement and varied vertical alignment would likely appear incongruous; and*
- *Such adverse effects would be amplified by the greater visibility of the elevated structures.*

- 5.26. NZTA's response also does not address that¹:

5.26.1. The Fred Taylor Drive crossing was identified in the LVA as one of a small group of areas and components of the Project with greater sensitivity to vertical movement;

5.26.2. The LVA concluded that a viaduct over Fred Taylor Drive would be less consistent with the scale and form of urban development and the existing transport infrastructure in the area, and would be viewed as part of a multi-layered and "stacked" arrangement of infrastructure elements;

5.26.3. The LVA concludes that this would exacerbate the visual and physical division of the area already created by its bisection by SH16;

5.26.4. To achieve clearance over Fred Taylor Drive itself at a localised high point, a viaduct would be working against the rising topography, requiring increased structure length to achieve the necessary clearance; and

¹ LVR 4.4.2 (top page 26)

- 5.26.5. It would also require the existing "yellow bridge" spanning SH16 and connecting to Westgate (south of Fred Taylor Drive) to be deconstructed and reconstructed as part of the works.
- 5.27. WPL is the operator of the Westgate Shopping Centre and many other large shopping centres. It therefore has direct commercial and operational expertise in managing and performing in a Metropolitan Centre retail and mixed-use environment of this kind. On the basis of that expertise, WPL's assessment is that a structure situated above the already-elevated Fred Taylor Drive and rising many storeys above SH16 would have effects on the Westgate Site that are materially beyond those identified in the LVA's landscape and visual amenity assessment. Specifically, a structure of this scale would obscure (or distract from) the Metropolitan Centre from passing customers travelling along SH16 and Fred Taylor Drive, reducing its recognisability as a retail destination at the point customers are deciding whether to stop, and so diminishing the passing trade on which a Metropolitan Centre of this kind commercially depends. These commercial and functional effects are properly within WPL's own field of expertise and are additional to, not a substitute for, the landscape and visual amenity effects identified in the LVA.
- 5.28. Despite these effects, NZTA seeks to retain its preferred project flexibility on the basis that *"...if the design that NZTA favours has greater visual effects, those will be necessary to enable the benefits of the Project."*² WPL submits that this reasoning is flawed for two related reasons.
- 5.29. First, and as addressed above, the benefits of the Project are less certain than NZTA contends, given the very long development window and the increased uncertainty now attaching to completion of Stage 3, the stage necessary to realise the Project's full benefits³.
- 5.30. Second, and more fundamentally, NZTA has not identified any criteria, methodology, or evidence to support its claim that the higher-impact design is '*necessary*'. A stated preference for flexibility is not the same as demonstrated necessity. It was incumbent on NZTA, as the party seeking to retain discretion over the crossing design, to set out at the outset the criteria by which the increased effects would be justified, so that the Panel can assess whether they reflect true constraints, rather than mere convenience. In the absence of that detail, NZTA is, in substance, asking the Panel to simply trust it to make that assessment if and when the time comes. WPL contends that when its own evidence suggests that the impacts between options are so stark, this is simply not good enough.
- 5.31. It is submitted that, given the acknowledged and material increase in landscape and visual effects of a viaduct crossing in an area of recognised landscape sensitivity, any genuine

² Assigned Comment Number 34.24

³ As a result of revised NZTA Project priority listing and Minister Bishop's comments

need for design flexibility is more appropriately addressed by NZTA seeking a variation to its designation conditions at the point it is more ready to build, and it has completed further design. That course would allow the question of necessity to be tested on a proper evidential basis once the design work has been undertaken, and with the benefit of input from those most directly affected, rather than being resolved now by an unstructured reference to NZTA's own discretion within an Outline Plan process.

- 5.32. Finally, in addition to the reasons set out above, WPL contends that this condition should be imposed to enable it to plan around it more effectively. This is particularly important for WPL, where NZTA (via s178 RMA) requires WPL's consent for the Outlet and Entertainment Centre development⁴ can no longer proceed. This requires WPL to assess alternative development options, which are likely to be immediately adjacent to the Project site. WPL considers it unreasonable that in seeking to reconfigure a development already displaced by NOR2, it is now unable to provide any certainty as to whether its development will be compromised by an adjacent elevated structure.

Liaison with Landowners and Manager in relation to Construction Traffic Management – Amended Conditions replacing conditions 13-15 Schedule A

- 5.33. Land use, access, parking and circulation within this part of the Westgate Metropolitan Centre operate as an integrated whole under a registered framework of covenants, easements and management arrangements. Practical control over and legal responsibility for the affected access, circulation, parking, and loading arrangements rest with the relevant landowner(s) and the appointed centre manager, not with any individual occupier considered in isolation.
- 5.34. A condition that engages only with an individual operator, without equivalent engagement with the landowner(s) and manager who hold the relevant property interests and exercise practical control over the affected areas, risks producing a Construction Traffic Management Plan that does not reflect the site's actual legal and operational structure, and that is correspondingly difficult to implement in practice.
- 5.35. Extending the consultation requirement to the landowner(s) and manager who hold the relevant property interest in, and exercise practical control over, the specific areas affected, in addition to, not instead of, any operator-specific engagement already provided for, is not a broadening of obligations for its own sake. Rather, it is a correction directed at ensuring the consultation requirement reaches the party or parties who can actually respond to it and whose agreement is, in practice, necessary for the resulting plan to be capable of being implemented.

⁴ Detailed in paragraphs 4.8-4.14 WPL's initial submission of comments of 26 May 2026

***Advance and Staged Notice of Construction Commencement – New condition 15B
Schedule A***

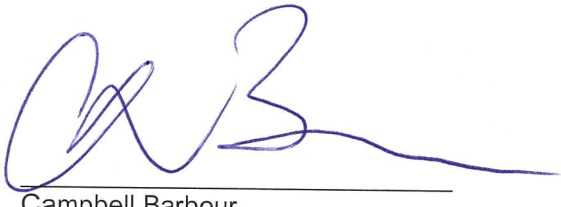
- 5.36. Owners and the centre manager require sufficient lead-in time to plan leasing, tenant relocation, operational and access measures around construction-related disruption to a site that trades as a single, integrated commercial environment. That information is not sought for its own sake. WPL contends it is the minimum a landowner needs to take its own steps to mitigate the effects on its business operations, a need that a generic, Council-facing management plan process, developed shortly before construction and not directed at informing the affected landowner specifically, does not meet.
- 5.37. A staged notice requirement, an initial notice once the timing for the relevant stage of works is reasonably certain, followed by confirmation closer to the works themselves, together with an ongoing obligation to advise affected parties of any material change to timing, design or anticipated effects, secures meaningful, timely information for landowners without fixing an immovable date years in advance. Calibrating the obligation in this staged way removes any practical objection that a single, long-range notice period would be unworkable or constrain the Requiring Authority's design and construction certainty, while still ensuring that affected parties receive the information they need when they need it.

Future-Proofing for Provided-For Public Transport Integration - New condition 15C Schedule A

- 5.38. The AUP already anticipates a high degree of future integration of public transport infrastructure into this part of the Westgate Metropolitan Centre as part of the area's long-term planning framework. The relevant effect is not a request for new or additional infrastructure. Rather, it simply seeks that construction choices do not result in permanent design and construction of the designated works will, through the placement of structures, retaining elements, utilities or access arrangements, foreclose an outcome that the statutory and non-statutory planning framework already contemplates and that this land is intended to be capable of accommodating.
- 5.39. A condition expressed as an avoidance obligation, that detailed design avoids, where reasonably practicable, permanent works that would materially constrain or preclude that already-provided-for future integration, imposes no positive obligation on the Requiring Authority to deliver, fund or commit to that future outcome. It ensures only that the Requiring Authority's own permanent works do not close off an outcome that other parts of the planning framework already anticipate, consistent with the staged, long-term nature of infrastructure delivery in this part of Auckland. This is a materially narrower ask than seeking delivery, or confirmation of delivery, of the future asset itself.

Boundary and Interface Treatment - New condition 15C Schedule A

- 5.40. The interface between the designation and this part of the Metropolitan Centre is not a generic edge condition. It directly adjoins an intensively used, pedestrian-active commercial frontage, where the quality of the boundary treatment has a direct bearing on safety, the legibility of pedestrian routes, and the amenity experienced daily by the businesses, customers and staff using that frontage.
- 5.41. General disclosure obligations as to the height, bulk, finished contour and landscaping of works, while informative, perform a different function to, and do not themselves secure, engagement with the affected landowner about whether the resulting treatment appropriately responds to the specific safety, connectivity and amenity needs of an active commercial frontage, nor do they require that reasonable comments raised by the landowner be addressed or explained if not adopted.
- 5.42. A dedicated condition requiring consultation on and accountability for the design response at this specific interface, distinct from generic, application-wide disclosure requirements, ensures that the detailed design process produces a boundary treatment genuinely informed by and responsive to the practical operating requirements of the adjoining centre.



Campbell Barbour
For and on behalf of WPL

Dated 17 July 2026

Schedule A

Amendments or Additions to the Conditions

NOR Number	Condition Number	Condition
NOR 1,2,4,5,6 7 and 8	1.(amended)	The d Designations NOR 4 and 7 shall lapse if not given effect to within 5 25 years from the date on which it is included in the AUP. <u>Designations NOR 2, 5, 6 and 8 shall lapse if not given effect to within 15 years from the date on which it is included in the AUP</u>
All	4A (new)	4A Designation Review (a) As soon as reasonably practicable following Completion of Construction, the Requiring Authority shall: (i) review the extent of the designation to identify any areas of designated land that it no longer requires for the ongoing operation, maintenance or mitigation of effects of the Project; and (ii) give notice to Auckland Council in accordance with section 182 of the RMA for the removal of those parts of the designation identified above.
2	4B (new)	4B Fred Taylor Drive / Hobsonville Road Crossing (a) The Project shall be designed and constructed so that the Busway crosses beneath, rather than over, Fred Taylor Drive and Hobsonville Road within NOR 2. (c) The Outline Plan(s) for the relevant section of NOR 2 shall demonstrate how the design achieves compliance with this condition.
2	13, 14, 15 (Amended conditions replacing existing 1-15)	13. Westgate Town Centre Access and Circulation For the purposes of Conditions 14 and 15: (a) Manager means NZRPG Management (2017) Limited or its successor in responsible for the management, operation or coordination of the Westgate Shopping Centre as per the registered covenant instrument over of the following parcels in the Computer Freehold Registers:499905, 499906, 499907, 499908, 499909, 499910, 499911, 499912, 499913, 499914, 499915, 499916, 499917, 499918, 499919, 499920, 499921, 499922, 499923, 499924, 499925, 499926, 499927, 499928, 499929, 499930, 499931, 499932, 499933, 499934, 499935, 499936, 499937, 511481 and 511482 (all North Auckland Registry) . (b) Owner(s) means the owner of the following parcels in the Computer Freehold Registers:499905, 499906, 499907, 499908,

		499909, 499910, 499911, 499912, 499913, 499914, 499915, 499916, 499917, 499918, 499919, 499920, 499921, 499922, 499923, 499924, 499925, 499926, 499927, 499928, 499929, 499930, 499931, 499932, 499933, 499934, 499935, 499936, 499937, 511481 and 511482 (all North Auckland Registry) (c) Supermarket means the supermarket located at Westgate Shopping Centre, Westgate and Fernhill Drive, being Section 2 Survey Office Plan 561132. (d) Supermarket operator means the lessee or occupier of the Supermarket from time to time. (e) Supermarket loading zone means the area shown on Schedule [TBC]. (f) Delivery Vehicle(s) means [TBC]. 14.(a) The Requiring Authority shall consult with the Owners and Manager when designing the Project and after doing so shall provide for: (i) effective and efficient site access and internal vehicle circulation within and around the Westgate Shopping Centre; and (ii) the design and operation of a safe and efficient permanent vehicle access point for delivery Vehicles to loading zones in the Shopping Centre including from Maki Street to the Supermarket and its loading zone. 15.(a) The Requiring Authority shall consult with: (i) the Owners and Manager in relation to construction staging, site access and internal traffic circulation affecting the Westgate Shopping Centre; and (ii) the Manager and Supermarket operator in relation to measures to maintain reasonable loading and servicing access to the rear of the Supermarket tenancy, when preparing the relevant CTMP required by Condition 16. (b) Where any such measures suggested by the Owners and Manager and Supermarket operator are not incorporated in the CTMP, the Requiring Authority shall: (i) provide a record of the consultation undertaken with the Owners and Manager; and (ii) set out the reasons provided by the Owners and Manager for the requested measures; and (iii) explain why those measures have not been adopted in the final design submitted to the Council for approval. (c) During Project construction, the Requiring Authority shall: (i) as far as practicable, maintain vehicle access and manoeuvrability for Delivery Vehicles from Maki Street to the All loading zones between [TBC]; and
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		(ii) where it is not practicable to comply with Condition 15(b)(i): (A) minimise the duration of disruption to Delivery Vehicles and ensure it is no more than 8 hours in any one continuous period; (B) maintain reasonable alternative arrangements for loading and unloading activities; and (C) provide the Owner, Manager and Operators with at least 3 weeks' notice in writing, except in the case of an unforeseen emergency.
2.	15A. (new)	15A Northside Drive and Fred Taylor Drive (a) No works authorised by NOR2 that would affect the usual operation of Fred Taylor Drive, Hobsonville Road, SH16, SH18, Gunton Drive, or the associated interchange and roading links within Designation NOR2, shall be undertaken until the completion and opening to traffic of: (i) the connection between Northside Drive and Trig Road / SH18 across SH16; and (ii) an associated interchange with SH16 incorporating, at a minimum, south-facing ramps (b) Prior to the commencement of any works authorised by NOR02 that would affect the usual operation of Fred Taylor Drive, Hobsonville Road, SH16, SH18, Gunton Drive, or the associated interchange and roading links within Designation NO2, the Requiring Authority shall, in coordination with Auckland Council: (i) remove, suspend or modify existing bus-only lane restrictions on Fred Taylor Drive; and (ii) implement traffic management measures intended to maintain traffic capacity and network functionality during construction, including reinstating a 4-way vehicle intersection at the intersection of Maki Street and Fred Taylor Drive. (c) For the avoidance of doubt, Conditions (a) and (b) are separate and independent requirements. (d) This condition does not prevent pre-construction: (i) investigations, surveying, detailed design, utility relocation or other enabling works that do not materially affect the usual operation of the roading links identified in Condition (a); or (ii) temporary traffic management measures of short duration that do not materially reduce network performance. Alternative Condition 15A(1): FTD/SH16 Intersection – Construction Traffic Performance (a) Prior to the commencement of any construction works that will directly or indirectly affect the Fred Taylor Drive/State Highway 16 intersection or its approaches ("the Intersection"), the

		Requiring Authority shall prepare, and submit to [Auckland Transport / the certifying engineer] for certification, a traffic assessment ("the Assessment") prepared by a suitably qualified and experienced traffic engineer. (b) The Assessment shall be based on contemporaneous, evidence-based traffic modelling reflecting the traffic volumes and network conditions prevailing at, or reasonably proximate to, the time the relevant construction works are proposed to occur. (c) The Assessment shall demonstrate whether the Intersection and its approaches are able to accommodate the additional construction-related effects of the relevant works without a material reduction in level of service, as compared with the level of service that would otherwise prevail absent those works. (d) Where the Assessment identifies that a material reduction in level of service would occur, it shall identify the traffic management measures reasonably necessary to avoid that reduction. (e) The Requiring Authority shall implement the traffic management measures identified under (d) prior to, and for the duration of, the relevant construction works giving rise to the identified effect. (f) Construction works affecting the Intersection shall not commence until the certification required by (a) has been obtained. (g) For the purposes of this condition, "level of service" is assessed in accordance with [After advice Expert Panel to insert applicable methodology/standard — e.g. Austroads Guide to Traffic Management or the methodology adopted in NZTA's own ITA for the Project]. Alternative Condition 15A(2): Protection of Northside Drive Interchange Provision (a) The Project works shall not remove, alter, or otherwise physically compromise the existing bridge abutments on the Westgate side of State Highway 16, or the existing centre span support located between the lanes of State Highway 16, being the provision currently made for the future Northside Drive connection over State Highway 16 ("the Existing Provision"), except where NZTA has first obtained a structural and traffic engineering assessment, prepared by a suitably qualified and experienced engineer, demonstrating that any proposed alteration will not: (i) increase the length of bridge span that would be required to complete the Northside Drive connection beyond that
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		achievable using the Existing Provision as at the date of this designation; or (ii) reduce the structural capacity of the Existing Provision to support such a connection. (b) Where NZTA cannot demonstrate the matters in condition (a), NZTA shall not undertake the relevant works unless and until an alternative means of protecting the Existing Provision, or equivalent replacement provision, has been agreed in writing with [Auckland Transport / the relevant road controlling authority for the Northside Drive project]. Alternative Condition 15A(3): Cost Neutrality for Northside Drive Connection (a) If the Project works result in any alteration to, or loss of, the Existing Provision such that the future cost of designing or constructing the Northside Drive connection is increased beyond what it would otherwise have been, NZTA shall meet the reasonable additional costs of that increase, to the extent that the increase is directly attributable to the Project works. (b) Prior to undertaking works affecting the area of the Existing Provision, NZTA shall provide to [Auckland Transport / relevant authority] a report identifying whether, and to what extent, those works will increase the future cost of completing the Northside Drive connection, and the measures (if any) proposed under condition (c) to address that increase.
2	15B (new)	15B. Notification of Commencement of Construction (a) For the purposes of Conditions 15B, 15C and 15D: (i) Manager means NZRPG Management (2017) Limited or its successor in responsible for the management, operation or coordination of the Westgate Shopping Centre as per the registered covenant instrument over of the following parcels in the Computer Freehold Registers: 499905, 499906, 499907, 499908, 499909, 499910, 499911, 499912, 499913, 499914, 499915, 499916, 499917, 499918, 499919, 499920, 499921, 499922, 499923, 499924, 499925, 499926, 499927, 499928, 499929, 499930, 499931, 499932, 499933, 499934, 499935, 499936, 499937, 511481 and 511482 (all North Auckland Registry) . (ii) Owner(s) means the owner of the following parcels in the Computer Freehold Registers: 499905, 499906, 499907, 499908, 499909, 499910, 499911, 499912, 499913, 499914, 499915, 499916, 499917, 499918, 499919, 499920, 499921, 499922, 499923, 499924, 499925, 499926, 499927, 499928, 499929, 499930, 499931, 499932, 499933, 499934, 499935, 499936, 499937, 511481 and 511482 (all North Auckland Registry).

		(b) No later than 2 years prior to the anticipated commencement of construction works within NOR2 affecting the Westgate Shopping Centre land or surrounding roading network, the Requiring Authority shall provide written notice to the Owners and Manager. (c) The notice required by Condition (b) shall include: (i) the anticipated commencement date for the relevant construction works; (ii) the current design plans and drawings for the relevant works; (iii) details of the anticipated construction methodology, staging and sequencing of works; (iv) details of anticipated temporary and permanent effects on: (A) vehicle access; (B) internal circulation; (C) parking; (D) loading and servicing access; and (E) pedestrian connectivity within and around the Westgate Shopping Centre; and (v) the Requiring Authority's proposed programme for ongoing engagement and consultation with the Owners and Manager in relation to detailed design and construction staging. (d) Following the notice provided under Condition (b), the Requiring Authority shall keep the Owners and Manager reasonably informed of any material changes to: (i) the anticipated commencement date; (ii) the design of the works; (iii) construction staging or methodology; or (iv) the anticipated effects identified in Condition (c)(iv).
2	15C (new)	15C. Westgate Shopping Centre Station (a) The Requiring Authority shall design and construct the Project within and adjacent to the Westgate Shopping Centre land so as to preserve, the opportunity for the future development and integration of a rapid transit station within the Westgate Shopping Centre. (b) To achieve the purpose of Condition (a), the Requiring Authority shall have particular regard to: (i) maintaining the physical ability to provide future pedestrian, public transport and vehicle connectivity between the Project and the Westgate Shopping Centre;

		(ii) avoiding, where reasonably practicable, permanent structures, retaining elements, utilities, access arrangements or other infrastructure that would materially constrain or preclude the future construction of a rapid transit station within the Westgate Shopping Centre; (iii) enabling integration between the Project and the future operation, circulation and development of the Westgate Shopping Centre; and (iv) providing for the future connection of station platforms, passenger accessways and associated station infrastructure to the Westgate Shopping Centre land. (c) The Outline Plan(s) for the relevant section of NOR2 shall demonstrate how the design of the Project has taken into account and provided for the matters set out in Condition (b). (d) Prior to submission of the relevant Outline Plan(s), the Requiring Authority shall consult with the Owners and Manager, regarding opportunities to preserve and integrate a future rapid transit station within the Westgate Shopping Centre. Where any such measures are not incorporated, the Requiring Authority shall: (i) provide a record of the consultation undertaken with the Owners and Manager; and (ii) set out the reasons provided by the Owners and Manager for the requested measures; and (iii) explain why those measures have not been adopted in the final design submitted to the Council for approval.
2	15D (new)	15D Boundary Treatment – Westgate Shopping Centre Interface (a) The Requiring Authority shall ensure that the final boundary treatment between the Busway designation and the Westgate Shopping Centre is designed and implemented to achieve an appropriate visual, functional, and landscape interface that: (i) provides a high-quality landscaped edge to the Busway corridor; (ii) integrates with the existing and future development of the Westgate Shopping Centre; (iii) mitigates visual, acoustic, and amenity effects arising from the Busway; and (iv) supports safe and legible separation between public transport infrastructure and the adjoining commercial environment. (b) The Requiring Authority shall, in relation to the boundary treatment under (a), undertake consultation with the Owners and Manager during the detailed design stage to ensure that the proposed treatment appropriately responds to the matters detailed in (a).

		(c) The Requiring Authority shall have particular regard to any reasonable comments received from the Owners and Manager in relation to: (i) planting species, density, and maturity; (ii) fencing, walls, or other physical interface treatments; (iii) pedestrian connectivity and visual permeability; and (iv) integration with existing and future landscaping and public realm treatments within the Westgate Shopping Centre. d) The measures described in Conditions (a) to (c) shall be incorporated into the Outline Plan(s). Where any such measures are not incorporated, the Requiring Authority shall: (i) provide a record of the consultation undertaken with the Owners and Manager; and (ii) set out the reasons provided by the Owners and Manager for the requested measures; and (iii) explain why those measures have not been adopted in the final design submitted to the Council for approval.
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