

4 May 2026

Delmore Expert Panel

Email: contact@fasttrack.govt.nz

Dear Panel,

DELMORE FTAA-2512-1164: INVITATION TO COMMENT: AVJ HOBSONVILLE PTY LTD

1. INTRODUCTION

- 1.1 AVJ Hobsonville Pty Limited ("AVJ") is the owner of [REDACTED]
[REDACTED] AVJ is owned by the AVID Property Group Pty Ltd. I am the project director NZ and am overseeing development implementation on AVJ's land. I have delegated authority to file this submission on behalf of AVJ.
- 1.2 Appendix 3 of the Expert Panel's Minute 2 lists AVJ's land as adjacent to the land subject to the Delmore application. Vineway Limited ("Vineway") is the Applicant.
- 1.3 Accordingly, AVJ has been invited to comment on the Delmore application.
- 1.4 This letter has been prepared with the input of Ila Daniels (planner, Campbell Brown) and Mitch Roberts (civil engineer, Aireys). They also both provided evidence to the panel appointed to consider Delmore's first application. They are available to attend expert witness conferencing, caucusing or other steps which the panel might require. Mr Roberts has also provided a short brief of evidence in relation to this application.
- 1.5 To assist the Panel, this letter sets out:
 - (a) A summary (section 2);
 - (b) The background and existing development issues between Vineway and AVJ (section 3);
 - (c) Vineway's position in respect of those issues (section 4);
 - (d) AVJ's present position on those issues (section 5); and
 - (e) Other connectivity matters (section 6).

We bring
people
together.

2. SUMMARY

- 2.1 AVJ does not oppose the Delmore project, however there are a number of interface and project delivery matters which need to be worked through and correctly assessed by the panel in terms of the deliverability of the Delmore project and its environmental effects.
- 2.2 The most significant interface issue is that Grand Drive does not physically extend to the Delmore site, though the unformed paper road does.
- 2.3 While AVJ considers that it has no obligation to physically construct the connection, it is willing to take practical steps to assist the Applicant / Vineway to do so. AVJ has been in discussions with Vineway with a view to reaching an agreement to enable both AVJ and Vineway to efficiently develop their respective land. Presently though, the scope and terms of any agreement are undefined, and no agreement is in place (though there has been some very recent action by Vineway to progress an agreement).
- 2.4 AVJ has been a good neighbour and has completed its contract with Auckland Transport earlier than contractually required. As a result, there is an unformed (paper) road connecting Grand Drive to the Delmore site.
- 2.5 The reasons why AVJ considers that it is not required to construct the road connection are set out in this submission and Ms Daniel's evidence prepared for the first application. It is noted that Vineway's interpretation of AVJ's contract with Auckland Transport as well as Vineway's interpretation of the AVJ's resource consent conditions are at odds with Auckland Transport and Auckland Council.
- 2.6 In addition:
 - (a) In relation to the Grand Drive / SH1 intersection upgrade, if one is needed then there should be conditions ensuring the joint and proportional funding of the upgrade from day one, rather than creating a future barrier for development once a trigger point is reached.
 - (b) In relation to the provision for Road 9 (connection point 2) alternative designs are available which would achieve good connectivity, while avoiding or mitigating the difficulties which Vineway have identified. This is explained in the evidence of Mr Roberts, **attached**.
- 2.7 AVJ notes the substantial changes to the Delmore Application since the first application, in particular modified approaches to wastewater servicing, water supply and stormwater management. AVJ has relied on those changes remaining in place in preparing this submission and the consent conditions providing sustainable long-term outcomes and would wish its expert witnesses to participate in any discussions which might accelerate connection to or increase demand on infrastructure services as well as the matters raised in this submission.
- 2.8 AVJ wishes to review and comment on draft conditions at the appropriate time.

3. BACKGROUND

- 3.1 AVJ and Vineway are developing adjacent parcels of land. AVJ has a resource consent to develop 575 dwellings (the “Ara Hills development”). Appendix 9 of Vineway’s fast-track application helpfully shows the two developments alongside each other (with AVJ’s development to the right).
- 3.2 Vineway and AVJ have had a relatively long-standing disagreement regarding the development and extension of Grand Drive, a portion of road that currently remains unformed.
- 3.3 This extension is helpfully shown in figure 1 below, page 43 of Vineway’s Assessment of Environmental Effects (“AEE”) dated 23 December 2025:

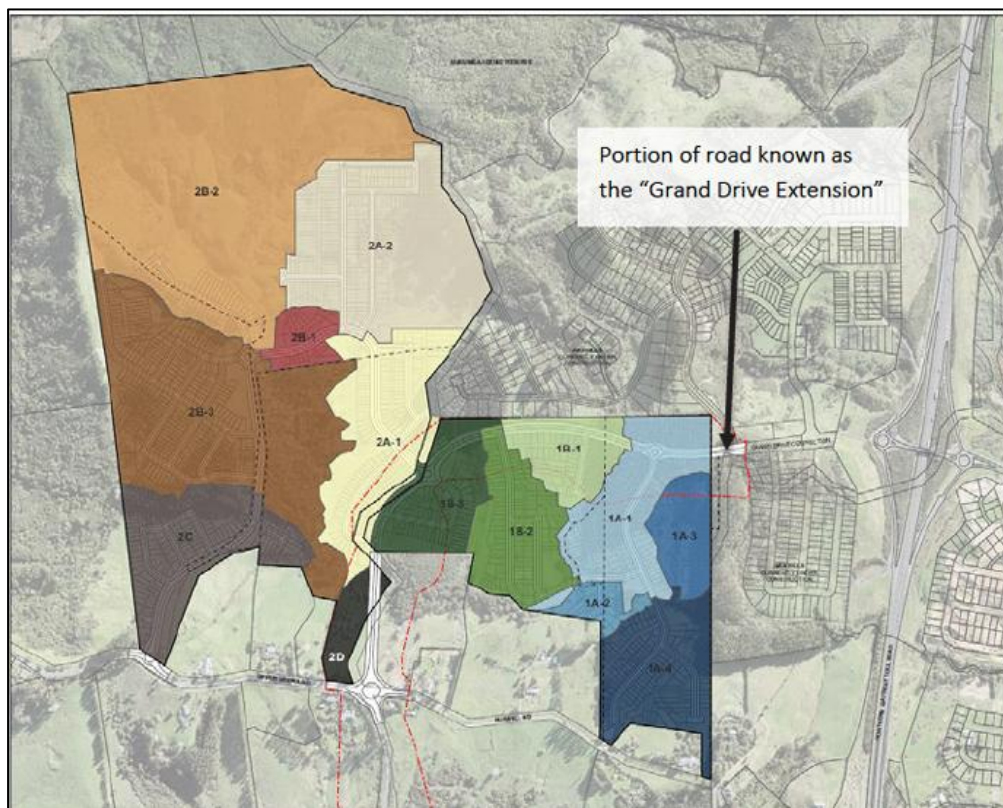


Figure 1: Plan showing location of Grand Drive Extension

- 3.4 Presently, Grand Drive stops before Vineway's land (image taken from GeoMaps), figure 2:



Figure 2: Aerial showing Grand Drive and the future route of the Grand Drive extension

- 3.5 A more recent drone photo of works is set out below, figure 3.



Figure 3: Aerial photo of Grand Drive and Vineway Site (February 2026)

- 3.6 From AVJ's perspective, it will undertake the works needed to curve Grand Drive to the north to connect to Kikorangi Drive and provide road connectivity within the Ara Hills development.
- 3.7 Vineway has set out on page 42 of its AEE that access to the Delmore development for Stage 1 will be via Grand Drive.
- 3.8 There is approximately 120m between the current termination of Grand Drive and the Delmore site's eastern boundary. For the road network within the Delmore site to connect to Grand Drive, the Grand Drive Extension needs to be constructed.
- 3.9 Fundamentally, Vineway and AVJ disagree with *who* should provide what Vineway has termed the "Grand Drive Extension".
- 3.10 By way of further context, AVJ is open to working with Vineway on a potential agreement covering interface / infrastructure, including the road, but at the time of this submission:
- (a) There are no agreements between AVJ or Vineway in place; and
 - (b) The scope and terms remain undefined, though recent work has taken place.
- 3.11 Therefore, unless and until an agreement is signed and provided to the Panel, the Panel must proceed on the basis that there is no agreed solution to deliver the Extension.

4. VINEWAY'S POSITION

- 4.1 Broadly, Vineway appear to argue that what it has termed the "Grand Drive Extension" should be constructed and delivered by AVJ. Its position is set out in detail on pages 43 and 44 of its AEE. The main arguments (which are not accepted) are made by Vineway are:
- (a) AVJ is required to vest the Grand Drive Extension all the way to the Delmore Boundary by April 2028;
 - (b) Condition 13(f) of the Ara Hills resource consent states that the road is "to be formed from the entry road across the site to the western boundary", which is the Delmore development boundary;
 - (c) Grand Drive Extension is subject to a Notice of Requirement, providing a clear indication that the road will be delivered in future;
 - (d) The width of the area identified as road to vest in the Ara Hills scheme plan is not sufficient to construct the full NoR6 Road;
 - (e) The alignment of the area identified as road to vest is also not aligned with the alignment of the NoR6 road as shown on the NoR6 concept plan, as the subdivision consent approved for the Ara Hills development was granted prior to the NoR6 being notified;

- (f) Vineway confirms that if not constructed by others, it will construct the Grand Drive Extension, noting however that AVJ owns the land and the land is therefore does not form part of the project description in Schedule 2 of the FTAA; and
- (g) Vineway proposes a condition of consent requiring that access to the site is constructed and operational prior to a s 224(c) certificate for the first stage of the subdivision.

5. AVJ'S POSITION

- 5.1 As set out in the summary, in principle, AVJ does not oppose the Delmore project, however as indicated above, there remain outstanding issues that must be resolved between AVJ and Vineway before the Delmore application can be progressed.
- 5.2 AVJ has no obligation to deliver the Grand Drive Extension under the resource consent, and in any event, its obligations under the existing resource consent have already been met by vesting the Grand Drive Extension as a paper road.
- 5.3 It is further noted that the Grand Drive Extension was only required to be vested by April 2028. AVJ have endeavoured to be neighbourly in vesting the paper road much earlier than AVJ's Infrastructure Funding Agreement required.
- 5.4 While Vineway seeks to convince the Panel that AVJ is required to construct the Grand Drive Extension, it is not clear that the Panel has scope within its function to reach an interpretation regarding the obligations of:
 - (a) A contract which Vineway is not party to; and/or
 - (b) A resource consent which Vineway is not the consent holder of (or consent authority for).
- 5.5 Vineway has known that neither AVJ nor Auckland Council accepts its interpretation of the Ara Hills consent conditions for around a year.
- 5.6 Addressing Vineway's submissions in turn:
 - (a) Vineway is correct that AVJ was required to vest the land for the Grand Drive extension by April 2028. AVJ has done so and the land has vested. Vesting, in this case, did not require construction of a carriageway.
 - (b) AVJ is working from an existing resource consent, and that consent –
 - (i) Does not provide for an obligation to physically deliver the Grand Drive Extension (i.e. construct the carriageway); and
 - (ii) Obligates AVJ to vest the Extension as a paper road.

Condition 13(f) referred to by Delmore does not require the formation of a formed road to the western 'site boundary' rather AVJ the reference to the western boundary relates to the 'stage boundary'. This aligns with the approved roading

drawings that show the physical extent of the local road and the requirements of the IFA with Auckland Transport. Auckland Council and Auckland Transport agreed this as part of the JWS under the first application. The evidence AVJ provided under the first Delmore application outlined that the construction of this additional extension of Grand Drive would require additional earthworks, a stream reclamation and removal of protected vegetation that do not form part of the underlying consent. This remains the case.

- (c) When AVJ's resource consent was granted, there was no indication of development on the Delmore site. It had not been live zoned and there was no resource consent for development. Even now, the future development strategy anticipates zoning and infrastructure not being provided for many years. It is therefore unsurprising that that AVJ's resource consent does not require or anticipate a built connection to the Delmore site. The position for the Delmore site is different, it is connecting into a site which has a resource consent, is being actively developed and has a plan change process to increase yield beyond the 575 consented lots.
- (d) Delmore is correct that NoR 6 extends beyond the extent of the paper road. However, a NoR does not impose any obligation on a landowner to participate in the construction of the designated project.
- (e) For Vineway to achieve the required road connection, in the required alignment, then works on land beyond the paper road are necessary and additional resource consents will be needed to achieve this.
- (f) AVJ is willing to provide access to Delmore, for a peppercorn fee, to enable it to have access and construct the Grand Drive extension – in conjunction with a wider agreement to make sure that all interface and infrastructure issues are resolved. This is to prevent a situation where the remainder of the connectivity from the Delmore site to AVJ's site is not provided, and to ensure that other infrastructure capacity and connectivity matters are efficiently and effectively delivered at a time that works for both AVJ and Vineway. There are numerous examples across Auckland where this has proven to be problematic and delayed the delivery of housing to Aucklanders, e.g. Paerata. To provide the panel with some (but not all) of the kinds of matters which need to be resolved:
 - (i) Agreement on the finished ground levels along the shared southern boundary; and
 - (ii) An additional road connection along the shared southern boundary (Stage 9) should be provided for to allow for good connectivity between the future communities.
- (g) Any condition imposed by the Panel regarding the Grand Drive extension needs to be clear that the road is to be delivered by the consent holder (Vineway). The condition clearly relies on third-party approvals.

- 5.7 AVJ has been advised that an example of neighbouring developments where connectivity is being precluded by the way in which development is unfolding can be seen at the boundary between 6-8 Te Rata Boulevard and 2 Meteoriti Crescent in Paerata. The road is not physically built to the boundary, but more importantly the land parcel connecting the road has **not** been vested in Auckland Transport, it remains privately owned, see figures 4A and 4B below. This outcome must be avoided.



Figure 4A: Orange arrows marking lack of formed connections to the boundary at 6-8 Te Rata Boulevard and 2 Meteoriti Crescent in Paerata

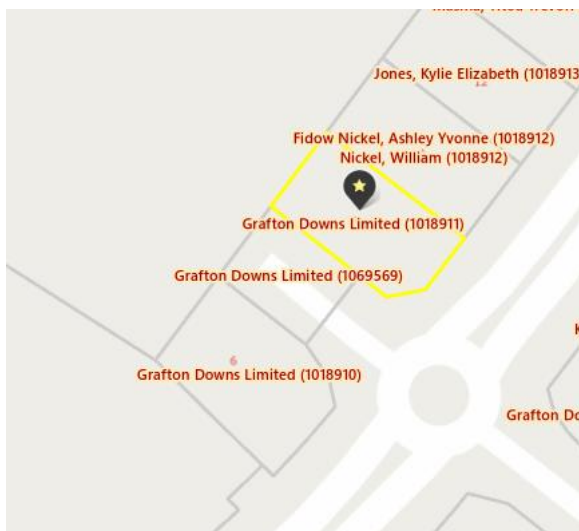


Figure 5B: Ownership details, showing that the stub road connecting the roundabout between 6 and 8 Te Rata Boulevard remains privately owned.

6. OTHER CONNECTIVITY MATTERS

Grand Drive SH1 interchange threshold and potential upgrade

- 6.1 Auckland Transport have raised two concerns relating to further transportation assessment and upgrades, as set out in Appendix 24.1, sections 9 and 10 and Vineway have proposed conditions to address each issue. Snips of AT's feedback are included below with Vineways' response in red as figure 5 and figure 6.

9. Grand Drive Interchange 750 dwelling threshold

Section 4 of the Commute letter addresses the potential effects of additional trip generation from Delmore on the Grand Drive motorway interchange referring to a 750-dwelling threshold. It is ATs understanding that this includes the consented 575 dwellings in Ara Hills, but does not take account of the 950 dwellings in Ara Hills which PC119 anticipates suggesting that the 750 dwelling threshold should be reduced to 375 dwellings.

Delmore to provide additional information

Applicant response: The ITA has considered the Ara Hills Plan Change as part of the traffic modelling that has been undertaken. Because Ara Hills is at the preliminary stage of the plan change process and does not currently have consent to increase the total number of dwellings beyond 575, the following condition is proposed:

Prior to the occupation of more than 1,325 dwellings across the Delmore site and Ara Hills sites, the intersection of Road 17 and Upper Orewa Road must be constructed as a single-lane roundabout and designed to achieve sight distances in accordance with Austroads Guide to Road Design Part 4B: Roundabouts Part 4B for 60km/h operating speeds.

The threshold of 1,325 dwellings is the point at which modelling predicts declining levels of service on some interchange approaches during the AM peak, signaling the need for additional network mitigation. Further detail is provided in the ITA (Appendix 24 to the AEE), as well as Section 11.8.1 of the AEE. This approach reflects the actual trigger point of the Grand Drive Interchange, as it does not matter from a traffic perspective whether the dwellings are within Ara Hills or Delmore.

It is anticipated that the same requirements would be imposed on Ara Hills through their plan change process.

Figure 6: Snip of Vineway's Second FTC Application - Appendix 24.1, section 9

- 6.2 In relation to section 9, while it is not for this panel to impose a condition on Plan Change 119, it is concerning that Vineway considers that a condition limiting development within its plan change could or should be linked to an upgrade on Upper Orewa Road, when it is difficult to see that route being attractive for people living or visiting the PC119 area. Vineway's recommended condition seems to be an attempt to have AVJ fund a connection that it will have to establish as part of its later stages. AVJ considers that this condition should be linked to a yield trigger solely within the Delmore Project.

10. Potential Changes to Grand Drive Interchange

A monitoring condition on the Grand Drive interchange is supported in principle. However, the proposed wording of the mitigation condition puts decision making with the independent engineer rather than Council and NZTA (the requiring authority). Feedback should be sought from NZTA as the requiring authority on any works to this interchange. The condition should therefore be extended to ensure that information supplied includes a summary of consultation/discussions undertaken with NZTA as the designating authority.

This relates to a condition imposing a trigger on a slip lane in the future. Delmore to look at the condition to add additional text to ensure discussions with NZTA are documented and forwarded to AT.

1



Memorandum

Delmore further advised that the proposed upgrades to Upper Orewa and Wainui Road are intended to take pressure away from the Grand Drive interchange. A sensitivity analysis needed to be undertaken regarding the extent of interchange use. Any upgrade works would need to be undertaken before there is an issue but after some level of development has occurred.

Applicant response: The following condition is proposed and has been amended to ensure consultation is undertaken with NZTA.

Once development reaches 1,425 dwellings, and prior to the occupation of more than 1,450 dwellings within the Delmore and Ara Hills sites, the consent holder must:

- (a) Provide a written report to Council, prepared by a suitably qualified traffic engineer, setting out the following:
 - i. Results of a survey outlining the level of traffic generated from the Delmore site using the Grand Drive interchange.
 - ii. Results of a survey outlining the level of traffic generated from the Delmore site using the Upper Orewa access (from Road 17).
 - iii. Survey and assessment of performance of the Grand Drive / SH1 interchange. This is to determine if the Level of Service (LOS) has reached "E" for any approach.
 - iv. If the performance level in Condition X(a)(iii) is reached at the time of monitoring, an assessment of traffic effects must be provided, setting out the mitigation options, including physical changes at the Grand Drive interchange, travel and traffic demand management options. The mitigation options must be prepared in consultation with NZTA.
- (b) Construct the mitigation options as outlined in Condition X(a)(iv), if recommended by the written report.

Figure 7: Snip of Vineway's Second FTC Application - Appendix 24.1, section 10

6.3 In relation to section 10, while similar triggers are relatively commonplace, they have drawbacks. In this case, it seems to AVJ that the trigger is set so that Delmore could

complete stage 1, pay down debt and land bank the remaining development, seeking to force AVJ to fund the upgrade itself. Having partially implemented the consent, Vineway would not be at risk of its consent lapsing. However, such a strategy would be at odds with the intent of the purpose of the Act, which is to facilitate delivery of the project – not just part of a project.

- 6.4 Vineway have signalled that they expect any trigger on the Grand Drive SH1 interchange to be replicated to be captured by the plan change process.
- 6.5 It is a reasonable for this requirement to be shared on a pro-rata basis having regard to the existing consented environment. It would be better if Vineway, and AVJ, entered a funding agreement with AT so that a clear and proportionate funding mechanism was in place prior to consent being granted. This would avoid the kind of strategic game-playing that is identified above at paragraph 6.2 and has been seen elsewhere across Auckland, e.g. at Park Road.
- 6.6 We understand that Vineway has already signalled that they expect any trigger on the Grand Drive SH1 interchange to be captured by the plan change process. Any decision by the panel on this point should be clearly signalled in the decision and any condition(s) imposed by the panel so that it is not relitigated.

Additional road connection along the shared southern boundary (Stage 9)

- 6.7 The Delmore project needs to respond to the finished ground levels along the shared southern boundary and an additional road connection along the shared southern boundary (stage 9) should be provided for to the boundary to allow for good connectivity between the future communities.

- 6.8 Auckland Transport has outlined some key connection points that must be made to AVJ's land. These are shown in section 4 of Annexure 24.1, provided as Figure 7:



Delmore advised that they would look at what they could provide/achieve on their own and what could potentially be achieved with Ara Hills. This would include justification for the roading system and reasons why suggestions are unable to be done perhaps because of topography and alignment.

AT recommends that meetings be held with Ara Hills to enable integration of the two developments.

Applicant response: Refer to the memo titled "Appendix 9.1 – Auckland Transport Response Memo" which provides an assessment against each of these locations.

Figure 8: Snip of Vineway's Second FTC Application - Section 4 of Annexure 24.1

- 6.9 These connections are listed as 1 – 4 by Vineway in Appendix 9.1 (figure 1), provided here as figure 8.



Figure 1 - Extract from Auckland Transports Memorandum highlighting the requested road connection locations.

Figure 9: Snip of Vineway's Second FTC Application - Appendix 9.1

6.10 AVJ's primary concern is the linkage shown as 2. See section 2.2 of that Appendix, pasted below.

Delmore Appendix 9.1, Section 2.2

Memorandum –Response to AT

TERRA STUDIO

2.2 – Location 2

At location 2, the height difference between the proposed NOR 6 arterial road and natural ground level at the site boundary is approximately 9.2m, with the road sitting 7.9m above the natural ground level of the stream to the south. The vertical alignment of the NOR 6 road is restricted by maximum gradient requirements meaning it cannot be lifted or lowered without major implications either up-stream or down-stream of the road (existing stream and wetland to the south, site boundary to the north).

If a stub road was to be provided between the NOR 6 arterial road and the northern site boundary, a retaining wall of approximately 8.5m would be required along the common boundary with approximately 15m-20m of cut required by the Ara Hills development to enable connection.

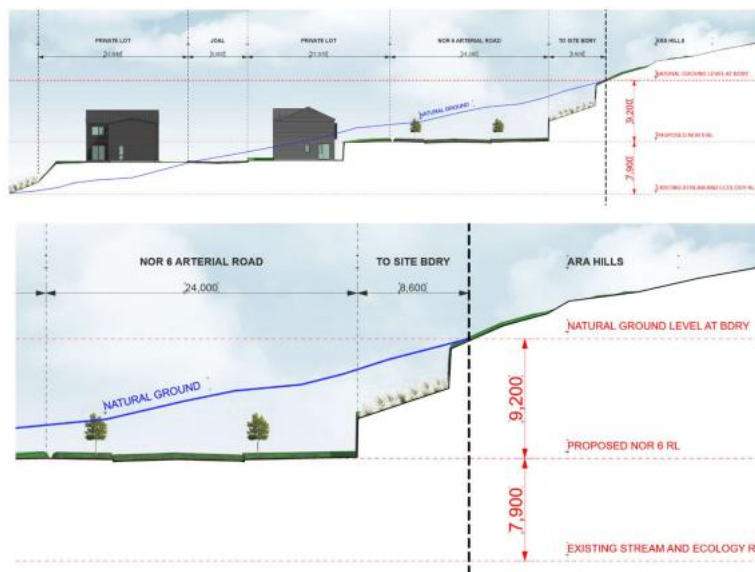


Figure 4 - Cross section highlighting the level difference between existing streams, the proposed NOR 6 arterial road, and the natural ground level at the northern site boundary.

Figure 10: Snip of Vineway's Second FTC Application - Appendix 9.1 section 2.2

6.11 AVJ's masterplan shows earth worked levels lower than is depicted in Vineway's Appendix 9.2 listed above. It is also noted that the ground slopes considerably in this location and by repositioning the connecting stub road slightly, the levels would match much better and the resulting earthworks and gradients could be substantially reduced.

6.12 This is set out in the evidence of Mr Roberts.

Yours faithfully,

A handwritten signature in black ink that reads "Katelyn Orton". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Katelyn Orton
Project Director – NZ

With delegated authority to sign on behalf of AVJ Hobsonville Pty Limited by Avid Property Group / owner of AVJ

Attachments

Attachment 1: Mitch Roberts evidence for the Delmore Second Application

Attachment 2: Ila Daniels evidence for the Delmore First Application¹

¹ Provided to provide context regarding interpretation of AVJ's resource consent