

Resource Consent: 101.2025.13180

Grants to: Matamata Development Limited

Commencement date: 21 April 2026

Lapse Date: Ten (10) years after commencement date

Location: Station Road, Matamata (Lot 1 Deposited Plan South Auckland 65481, Part Lot 1 and Lot 2 Deposited Plan 21055, Lots 4 and 5 Deposited Plan 384886, Lot 204 Deposited Plan 535395 and Lots 25 and 106 Deposited Plan 14306, Lot 3 Deposited Plan South Auckland 14362)

The activity:

Subdivision consent (Section 11 of the Resource Management Act 1991) to subdivide land to subdivide land into 430 residential lots, a neighbourhood centre lot, Public Roads and Local Purpose Reserves to be vested in the Council in eight stages.

This consent must be read in conjunction with:

- A. Consent 102.2025.13180 – Land use consent (Section 9 of the Resource Management Act 1991 (RMA) and under the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2011) to develop 430 residential dwellings, a neighbourhood centre, and ancillary infrastructure in eight stages.
- B. Consent 102.2025.13388 – Land use consent (Section 9 of the Resource Management Act 1991 (RMA) and under the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2011) to develop and operate a solar farm comprising c14,700 solar panels and two power transformers (11kV).
- C. Consent 102.2025.13389 – Land use consent (Section 9 of the Resource Management Act 1991 (RMA) and under the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2011) to develop and operate a solar farm comprising c34,000 solar panels and three power transformers (33kV).
- D. Consent 101.2025.13387 – Subdivision consent (Section 11 of the Resource Management Act 1991) to subdivide land to create three superlots for future residential development, two lots for future solar farm development, a balance lot, and lots to be vested as Esplanade Reserve and streambed.

And will be interpreted with guidance from the following glossary:

AWM	Asset and Work Manager
(The) Council	Matamata-Piako District Council
JOAL	Jointly Owned Access Lot
PDA	Private Developer Agreement
RMA	Resource Management Act 1991
RAMM	Roading Asset Maintenance Management
RITS	Waikato Regional Infrastructure Technical Specifications
Site	Collectively, Lot 1 Deposited Plan South Auckland 65481, Part Lot 1 and Lot 2 Deposited

	Plan 21055, Lots 4 and 5 Deposited Plan 384886, Lot 204 Deposited Plan 535395 and Lots 25 and 106 Deposited Plan 393306, Lot 3 Deposited Plan South Auckland 14362.
SW	Stormwater
SQEP	Suitably Qualified and Experienced Person
WW	Wastewater
WS	Water Supply

And is subject to the following conditions:

General conditions

1. The subdivision must be carried out in general accordance with the application for resource consent, including any reports, plans, and further information (listed in Appendix [1]) provided by the Consent Holder, and in accordance with the following conditions of consent. Where there is any apparent conflict between the application documents and consent conditions, the consent conditions will prevail.
2. For the purposes of this consent, any reference to 'Site' means land legally described as Lot 1 Deposited Plan South Auckland 65481, Lots 1 and 2 Deposited Plan 21055, Lots 4 and 5 Deposited Plan 384886, Lot 204 Deposited Plan 535395 and Lots 25 and 106 Deposited Plan 393306, Lot 3 Deposited Plan South Auckland 14362 prior to any further subdivision of the land.
3. The Consent Holder must retain the services of a suitably qualified and experienced person (SQEP) to oversee the design and construction of any infrastructure required for the development. This person, acting as the Consent Holder's representative, must be responsible for ensuring adherence to approved construction plans, quality systems and project completion requirements. Prior to any design and development, the Consent Holder must advise the Matamata-Piako District Council (the Council) of the name and contact details of the representative. All discussions and correspondence relating to design and development matters shall be undertaken with Council staff only through this representative.

Advice note: All correspondence with the Council required by these conditions of consent should be sent via email to ResourceConsent@mpdc.govt.nz with reference to consent number 101.2025.13180.

4. The Consent Holder must pay to the Council any administrative charge fixed in accordance with Section 36 of the Resource Management Act 1991 (RMA), or any charge prescribed in accordance with regulations made under Section 36 of the RMA.

Advice note:

a. This consent includes the reasonable costs incurred by the Council arising from supervision and monitoring of this consent, e.g. routine inspection of the Site by Council officers or agents, liaison with the Consent Holder, responding to complaints or enquiries relating to the Site, and review and assessment of compliance with the conditions of consents.

b. that pursuant to Section 332 of the RMA, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

c. The Section 224(c) RMA Certificate will not be issued until all fees relating to that development / subdivision stage are paid.

Condition precedent

5. The Section 224(c) RMA certificate will not be issued by the Council pursuant to this consent, until:
 - a. The Consent Holder has supplied an electronic file(s) containing all documents referred to in Appendix [1], indexed and referenced to enable easy access, to the satisfaction of the Council as follows:
 - i. Each document must be allocated a unique document number.
 - ii. The file containing the document must be named in accordance with the following convention: *Unique Document Number-Document Title-Author-Document date-Document version*.
 - iii. Documents that have been superseded must be marked "superseded" with reference to the final version.
 - b. A Private Developer Agreement (PDA), in a form and on terms satisfactory to the Council in all respects, has been entered into with the Council, which includes provision for the following:
 - i. Agreement on the land to vest in the Council as part of the development including, but not limited to, agreement as to the size, purpose and value of such land.
 - ii. Agreement on the quantum of development and financial contributions payable to the Council less any offset on account of the value of land to vest in the Council.
 - iii. The quantum and timing of payments to the Council.
 - iv. Provision of securities as required by the Council, in its sole discretion, securing the performance of the Consent Holder's obligations under the PDA, which may include a statutory land charge, caveat or encumbrance on land forming part of the development.
 - c. The PDA must be duly executed and all required securities registered in accordance with the PDA.

Staging

6. Subdivision will be undertaken in stages, subject to each stage:
 - a. Occur sequentially. This does not preclude stages being subdivided concurrently.

Note: Sequentially means Stage 1, then Stage 2, then Stage 3 etc. Meaning that if subdivision in Stage 1 is to occur all numerically preceding stages must be completed or commenced.
 - b. Complying with all relevant conditions in this resource consent.
 - c. Being in general accordance with the plans, drawings, and information listed in Appendix [1].
 - d. Able to be serviced in accordance with the conditions of this consent and does not restrict future development of stages.
7. Where variations to stages are proposed, or required by these conditions of consent, the Consent Holder will submit amended staging plans to the Council for review and approval.
8. The staging is as follows:

- a. Stage 1A: Residential Lots 1 – 24 (including Jointly Owned Access Lot (JOAL) 3017); Lot 4001 to be vested as Local Purpose – Stormwater Reserve (Stormwater Basin A); and Lot 3001 to be vested as Road (Road 1).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 1A” (Ref: C160-1A, Rev F, dated March 2026)

- b. Stage 1B: Residential Lots 25 – 38; and Lot 3032 to be vested as Road (Roads 8 and 13).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 1B” (Ref: C160-1B, Rev F, dated March 2026)

- c. Stage 1C: Residential Lots 39 – 53; and Lot 3033 to be vested as Road (Roads 1 and 16).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 1C” (Ref: C160-1C, Rev F, dated March 2026)

- d. Stage 2A: Residential Lots 54 – 81 (including JOAL 3018 and 3019); and Lot 3004 to be vested as Road (Roads 1 and 9).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 2A” (Ref: C160-2A, Rev F, dated March 2026)

- e. Stage 2B: Residential Lots 82 – 103; and Lot 3005 to be vested as Road (Roads 1, 9 and 12).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 2B” (Ref: C160-2B, Rev F, dated March 2026)

- f. Stage 2C: Residential Lots 104 – 121; and Lot 3006 to be vested as Road (Roads 15 and 16).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 2C” (Ref: C160-2C, Rev F, dated March 2026)

- g. Stage 3: Residential Lots 122 – 163 (including JOAL 3020); Lot 6001 (held by the Consent Holder); Lot 4003 to be vested as Local Purpose – Stormwater Reserve (Stormwater Basin B and the greenway); Lot 5001 to be vested as Local Purpose - Wastewater Reserve (central wastewater pump station); and Lots 3005 and 3007 to be vested as Road (Roads 10, 14 and 16).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 3” (Ref: C160-3, Rev F, dated March 2026)

- h. Stage 4: Residential Lots 184 – 238; Lot 1001 to be vested as Local Purpose – Recreation Reserve (open space at the commercial node); Lot 1002 (the commercial node); and Lots 3008 and 3009 to be vested as Road (Roads 1, 9 10 and 11).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 4” (Ref: C160-4, Rev F, dated March 2026)

- i. Stage 5: Residential Lots 239 – 291; and Lots 3010 and 3011 to be vested as Road (Roads 1, 4, 5, 7 and 9).

Advice note: As shown on Maven plan “Proposed Land Use Consent Stage 5” (Ref: C160-5, Rev F, dated March 2026)

- j. Stage 6: Residential Lots 292 – 324 (including JOAL 3022 and 3023; and Lot 3012 to be vested as Road (Roads 5 and 6).

Advice note: As shown on Maven plan “Proposed Land Use Consent Stage 6” (Ref: C160-6, Rev F, dated March 2026)

- k. Stage 7: Residential Lots 325 – 378; Lot 4004 to be vested as Local Purpose – Stormwater Reserve (Stormwater Basin C); and Lots 3013 and 3014 to be vested as Road (Roads 1, 2 and 4).

Advice note: As shown on the following Maven plan “Proposed Land Use Consent Stage 7” (Ref: C160-7, Rev F, dated March 2026)

- l. Stage 8A: Residential Lots 379 – 387, 392 – 409, 412, 413, 420, 421 and 422 (including JOAL 3024 and 3025); and Lot 3015 (Roads 2 and 3).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 8A” (Ref: C160-1A, Rev F, dated March 2026)

- m. Stage 8B: Residential Lots 388 – 391, 410, 411, 414 – 419, 422 – 424, 429 and 430 (including JOAL 3026 and 3027); Lot 4005 to be vested as Local Purpose – Stormwater Reserve (Stormwater Basin D); Lot 5002 to be vested as Local Purpose – Wastewater Reserve (northern wastewater pump station); and Lot 3016 (Roads 1 and 2).

Advice note: as shown on the following Maven plan “Proposed Land Use Consent Stage 8B” (Ref: C160-1B, Rev F, dated March 2026)

Section 223 Requirements – All Stages

- 9. Prior to requesting approval under Section 223 of the RMA, the Consent Holder must provide to the Council a written statement from a Licensed Cadastral Surveyor, stating:
 - (a) Whether all services to a lot (including any pipes, cables, pumps and ancillary equipment) are located entirely within the lot to which those services relate; or
 - (b) Where a service to a lot requires rights over an adjacent lot or other land in order to transport or connect the service to that lot, the Land Transfer Plan shows the nature and location of any easement to be created for those services, including that due allowance has been made to ensure services are constructed within the relevant easement area and that services do not interfere with the construction of any dwelling or other improvement located on the servient land.
- 10. The statement provided by the Licensed Cadastral Surveyor in accordance with Condition [9] must be accompanied by all evidence reasonably required by the Council to verify the nature and location of the services and the rights of each lot to connect services through other land.
- 11. The Consent Holder must submit a survey plan for certification by the Council. The survey plan must be in general accordance with the subdivision scheme plans referenced in Condition [8] for each stage or sub-stage and show all lots to vest in the Council (including roads and reserves) and all easements and amalgamation conditions required by this consent.
- 12. The survey plan must be accompanied by:
 - a. The engineering plans approved as part of Consent 102.2025.13180 showing (but not limited to):

- i. The provision of reticulated 3-water infrastructure.
 - ii. The provision of individual water, wastewater, power, fibre and telecommunications connections onto Lots to be created by the Stage.
 - iii. The provision of stormwater devices and connections for all roadways and public areas.
 - iv. The location and design of vehicle crossings onto Lots to be created by the Stage.
 - v. The design and dimensions, formation, and construction details for all public roads, including car parking, loading bays, manoeuvring areas, pedestrian and cycle paths, and road markings and signage to be included in the Stage.
 - vi. The provision of overland flow paths.
 - vii. Identification of any additional easements for infrastructure not shown on the Scheme Plans.
- b. The landscaping plans for all public roads, public park/s and stormwater reserves to be vested in the Council approved as part of Consent 102.2025.13180
 - c. A road naming application (in accordance with the Council's Numbering of Properties, Naming of Roads, Access Ways and Open Spaces Policy).

Land to Vest in Council

13. Where a stage or substage includes land to be vested, the survey plan will show:
- a. In respect to Lots 4001, 4003, 4004 and 4005 (on the approved resource consent subdivision plans referenced in Appendix [1]), the lots must be vested in the Council as Local Purpose (Stormwater) Reserve. The Consent Holder must meet all costs associated with the vesting of the Local Purpose (Stormwater) Reserve/s.
- Advice note: Local Purpose (Stormwater) Reserves must be vested in the Council free of charge.*
- b. In respect of Lot 1001 (on the approved resource consent subdivision plans referenced in Appendix [1]), the lot must be vested in the Council as Local Purpose (Recreation) Reserve. The Consent Holder must meet all costs associated with the vesting of the Local Purpose (Recreation) Reserve.
- Advice Note: The purchase of the recreation reserve is addressed in the PDA.*
- c. In respect of Lots 3001 – 3015 (on the approved resource consent subdivision plans referenced in Appendix [1]), the lots must be vested in the Council as Local Purpose (Road) Reserve. The Consent Holder must meet all costs associated with the vesting of the Local Purpose (Road) Reserve/s.
 - d. In respect of Lots 5001 – 5002 (on the approved resource consent subdivision plans referenced in Appendix [1]), the lots must be vested in the Council as Local Purpose (Wastewater) Reserve. The Consent Holder must meet all costs associated with the vesting of the Local Purpose (Wastewater) Reserve/s.

Advice note: Local Purpose (Wastewater) reserves must be vested in the Council free of charge.

Amalgamation Conditions (Jointly Owned Access Lots)

14. Where a stage or substage includes a JOAL, the survey plan will show:

- a. That Lot 3017 hereon (legal access) must be held in six undivided one sixth shares by the owners of Lots 18 – 23 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- b. That Lot 3018 hereon (legal access) must be held in eight undivided one eighth shares by the owners of Lots 56 – 63 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- c. That Lot 3019 hereon (legal access) must be held in six undivided one sixth shares by the owners of Lots 72 – 77 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- d. That Lot 3020 hereon (legal access) must be held in two undivided one-half shares by the owners of Lots 146 and 147 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- e. That Lot 3022 hereon (legal access) must be held in two undivided one-half shares by the owners of Lots 306 and 307 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- f. That Lot 3023 hereon (legal access) must be held in two undivided one-half shares by the owners of Lots 308 and 309 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- g. That Lot 3024 hereon (legal access) must be held in two undivided one-half shares by the owners of Lots 380 and 381 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- h. That Lot 3025 hereon (legal access) must be held in five undivided one fifth shares by the owners of Lots 399 – 403 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- i. That Lot 3026 hereon (legal access) must be held in three undivided one third shares by the owners of Lots 411, 414 and 415 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.
- j. That Lot 3027 hereon (legal access) shall be held in four undivided one quarter shares by the owners of Lots 418, 419, 422 and 423 hereon as tenants in common in the said shares and individual Records of Title be issued in accordance therewith.

Easement conditions

15. Where a stage or substage includes an easement, the survey plan must show the easement along with appropriate easement details in a schedule.
16. The surveying and definition of the easements and the preparation and registration of the easement documents must be completed by, and at the cost to, the Consent Holder. The easements must be:
 - a. At least 1.5m either side of any wastewater or stormwater pipe invert where the pipe is less than 4m deep.
 - b. At least 3m either side of any wastewater or stormwater pipe invert where the pipe is more than 4m deep.

17. The easement documents in favour of the Council must be prepared by the Council, and the surveying and definition of the easements and the preparation and registration of the easement documents must be completed by, and at the cost of, the Consent Holder.
18. That the schedule of easements as described and submitted in accordance with each survey plan be duly granted or reserved.

Section 224(c) Requirements – All Stages

19. Prior to the issue of the Section 224(c) certificate for any stage or sub-stage, the Consent Holder must:

Engineering

- a. Provide confirmation from a SQEP that all lots have legal and physical access to a road, connections to all reticulated network utilities for water, wastewater, stormwater, power, fibre and telecommunications, and overland stormwater flow paths to a Council-approved system, including:
 - i. That the JOAL have been satisfactorily designed and constructed in general accordance with the engineering plans approved by Consent 102.2025.13180.
 - ii. That the new vehicle crossing/s to serve all JOAL have been designed and formed in general accordance with the engineering plans approved by Landuse Consent 102.2025.13180, including an at-grade (level) pedestrian footpath across the length of the crossing, using the same materials, kerbing, paving, paving finish as the footpath on each side of the crossing.
- b. Comply with all the conditions of consent relevant to the stage, including the conditions of Consent 102.2025.13180.
- c. Provide confirmation from the Council that all necessary works to ensure there is available servicing capacity to facilitate development have been completed to the extent required for that stage.
- d. Undertake a CCTV inspection, with accompanying log sheets, of all sewer and stormwater pipes including all manholes and connections greater than 100mm diameter and any individual sewer or stormwater lateral that is deeper than 3m and/or longer than 10m, in accordance with the RITS and the latest version of the “NZ Pipe Inspection Manual”. The CCTV inspection and log sheets must be forwarded to the Council. The following matters must also be addressed as part of and pursuant to the inspection:
 - i. The CCTV USB submitted must be accompanied by a report from a SQEP detailing each separate pipeline surveyed highlighting any defects found, with a suggested remedy for the repair/elimination of defect/(s) found.
 - ii. Any defects attributed to the activities approved by this consent must be repaired at the Consent Holder’s expense.
- e. Submit to the Council, comprehensive “As Built” Plans of the finished contours and all urban services in accordance with the Waikato Regional Infrastructure Technical Specifications (RITS), for certification as to consistency with the approved Engineering Plans. The As-Built information must include the following:

- i. For finished surface contours of the development, .TIF or .AC files are preferred. Alternatively, .FLT files with associated .HDR files (containing metadata) will be accepted.
- ii. For water, wastewater and stormwater services:
 - A. Separate A3 As-Built plans in PDF format for each service.
 - B. Separate Points and Lines .SHP files for each service (six .SHP files in total) supplied as complete shapefile datasets including .SHP, .SHX, .DBF and .PRJ files.
 - C. The .DBF attribute data shall be consistent with the corresponding Excel As-Built spreadsheets.
 - D. Geometry types for points and lines shall be as specified in the general guidance below:
 - (1) Line Asset: Stormwater (SW) (SW Pipes, SW Channels, SW Services), Wastewater (WW) (WW Pipes, WW Services), and Water Supply (WS) (WS Pipes, WS Services)
 - (2) Point Asset: SW (SW Manhole, SW Catchpit, SW Catchpit Lead, SW Inlet, SW Outlet, SW Device, SW Subsoil, SW Soakage), WW (WW Manholes, WW Valves, WW Pump Station) and WS (WS Hydrants, WS Meters, WS Valves).
 - E. Completed Excel spreadsheets from Appendix 10 of the RITS, matching the .DBF data within the supplied .SHP files.
 - F. All service nodes (including manholes, catch pits, hydrants, valves, light poles and similar assets) shall be provided with x and y coordinates in New Zealand Transverse Mercator 2000 (NZTM2000) format (to six digits, including 2 decimal places) and z coordinates in New Zealand Vertical Datum 2000 (NZVD2016) (to two decimal places), including manhole invert levels where applicable. Accuracy of coordinates must be for X, Y within +/-0.1m, Z within +/-0.01m.
- f. Submit to the Council a Comprehensive Asset and Work Manager (AWM) (previously known as Roading Asset Maintenance Management (RAMM)) information, prepared by an AWM(RAMM) SQEP of all urban services which clearly indicate the location of the services. The information must be submitted to the Council in spreadsheet format.
- g. Provide the Council with all relevant RITS forms and checklists as well as the “Contractor’s Certificate on Completion of Land Development – Subdivision” and “Certification upon Completion of Land Development – Subdivision”, on the Council’s template, covering all infrastructure to be installed in the Council.
- h. Provide the Council with the relevant RITS form in Appendix 2A: Schedule 2A (NZS 4404:2010) “Statement of Professional Opinion on Suitability of Land for Building Consent”.
- i. Address (reinstate/repair) all damage, to at least the pre-construction standard, to the street footpath, stormwater kerb and channel, road carriageway formation, street berm and urban services caused by the construction works associated with the activities authorised under this resource consent. This cost will be at the expense of the Consent Holder.
- j. Provide confirmation from the utility providers that works have been satisfactorily undertaken.
- k. Provide a Geotechnical Completion Report from a SQEP confirming that all lots are stable and suitable for development.

Road naming

- l. Provide and install road naming signs in accordance with the Council standards for both public and private roads that serve six or more lots within the subdivision. The names must be as approved by the Council.

Landscaping

- m. Implement all hard and soft landscape works within the stormwater reserves, public parks, public roads and accessways in general accordance with the landscape plans approved by Consent 102.2025.13180.
- n. Provide the certified Landscape Maintenance Plan for all planting and landscaping to be established in all stormwater reserves, public parks and public roads approved as part of Consent 102.2025.13180.
- o. Provide as-built plans of completed landscape works (hard and soft) within all stormwater reserves, public parks and public roads in .CAD (NZTM 2000) and .PDF files in general accordance with the Development Engineering as-built requirements v1.3. Plans must be provided to the Council and include the following details:
 - i. Asset names.
 - ii. All finished hard and soft landscape asset locations and type and any planted areas must be shown to scale with the square metres of planting notated.
 - iii. All underground services and drainage.
 - iv. All paint colours, pavers and concrete types with names of products to be included on the assets schedule; and
- p. Provide confirmation that the buffer planting required by Consent 102.2025.13180 has been implemented.

Advice note: see also Condition [w(i)], which requires a Consent Notice in respect of the buffer planting.

Maintenance and bonds (in accordance with Section 108A and Section 109 of the RMA)

Infrastructure

- q. Except for the stormwater infrastructure (including nature-based solutions), the Consent Holder must maintain all civil assets for a period of twelve (12) months following the date of vesting of the assets in the Council. In this regard, the Consent Holder is required to enter into a refundable bond for the twelve (12) month maintenance period for all assets to be vested in the Council. The Consent Holder must submit a schedule of costings which details the value of the assets to vest in the Council. These costings will provide the basis for calculating the value of the bond. The value of the bond will be 150% of 2.5% of the assessed value of the assets to vest in the Council. The bond document will be drafted by the Council at the Consent Holder's expense. The bond must be signed and the bond funds deposited with the Council.
- r. The Consent holder must maintain the stormwater infrastructure (including the nature-based solutions) for a period of five (5) years following the date of vesting of the assets in the Council. In this regard, the Consent Holder is required to enter into a refundable bond for the five (5) year

maintenance period for all stormwater infrastructure assets (including the nature-based solutions) to be vested in the Council. The Consent Holder must submit a schedule of stormwater-related costings which details the value of the stormwater assets to vest in the Council. These costings will provide the basis for calculating the value of the bond. The value of the bond will be 150% of 2.5% of the assessed value of the assets to vest in the Council. The bond document will be drafted by the Council at the Consent Holder's expense. The bond must be signed and the bond funds deposited with the Council.

Landscaping (excluding landscaping that serves a stormwater function)

- s. The Consent holder must provide the Council an uncompleted works bond where any landscape works required by the certified landscape plans have not been completed in general accordance with the certified plans. This may apply to matters such as street tree planting and riparian planting so that planting can be implemented at the most appropriate planting season. The bond amount will be 1.5 x the contracted rate of any outstanding works and must be agreed in consultation with the Council prior to lodging the bond. The bond document will be drafted by the Council at the Consent Holder's expense. The bond must be signed and the bond funds deposited with the Council. The liability of the Consent Holder is not limited to the amount of the bond, but to the true cost of the uncompleted landscaping.
- t. The Consent holder must provide the Council a refundable maintenance bond for the landscaping works required by the conditions of 102.2025.13180. The maintenance bond will be held for a period of two (2) years for landscaping of street, drainage reserves and parks, calculated as follows:
 - i. Where the required landscaping works are completed prior to the issue of the certificate under section 224(c), the bond will be held for two (2) years from the date of issue of the Section 224(c) certificate; or
 - ii. Where the required landscaping works are secured by a separate landscaping works bond at the time of 224(c) (see Condition 1), the maintenance bond will be held for two (2) years from the date of release of the landscaping works bond.
 - iii. The Consent holder must submit a schedule of costings which details the value of the assets to vest in Council. These costings will provide the basis for calculating the value of the bond. The value of the bond shall be 150% of 2.5% of the assessed value of the assets to vest in Council. The bond document will be drafted by the Council at the Consent Holder's expense. The bond will be signed and the bond funds deposited with Council.

Buffer planting

The Consent Holder must maintain the buffer planting for a period of three (3) years following the date of planting. In this regard, the Consent Holder is required to enter into a refundable Maintenance bond for the buffer planting works required by the conditions of this 102.2025.13180. The maintenance bond will be held for a period of six (6) years (which will cover the initial three year maintenance period and a further three years thereafter) to ensure that all buffer planting is established, healthy, and maintained in accordance with the approved Buffer Planting Management Plan. The Consent Holder must submit a schedule of costings which details the value of the buffer planting. These costings will provide the basis for calculating the value of the bond. The value of the bond will be 150% of 2.5% of the assessed value of the buffer planting. The bond document will be drafted by the Council at the Consent Holder's expense. The bond will be signed and will be in a form acceptable to the Council and may include cash, bank guarantee, or other approved financial instrument.

Consent Notices

- v. That all Consent Notices to be cancelled or required to be registered under the conditions of this resource consent must be prepared by the Council and the preparation and registration of the Consent Notices must be completed by, and at the cost of, the Consent Holder.

Advice Note: Where Consent Notices refer to design plans or technical information, Council's document number should be included in the wording of the Consent Notice, for ease of reference.

- w. The Consent Holder will provide wording to the Council for approval to address the following matters to be contained in Consent Notices when seeking Section 224(c) certificate for a Stage:

- i. A Consent Notice relating to the buffer planting on Lots 10, 30, 44 – 49, 83, 93, 117, 118, 153 – 157, 234 – 240, 319 – 323, 324, 325 – 331, 381 – 391, 429 and 430, generally worded as follows:

“That the 4m strip of buffer planting, planted and maintained for a period of three years, along the rear or side boundary of the property (whichever is relevant) by the Developer will be maintained in perpetuity by the landowner. The buffer planting is to be maintained in accordance with the Buffer Planting Management Plan which forms part of Consent 102.2025.13180.”

- ii. A Consent Notice on Lots 65 – 68 delaying development of the lots generally worded as follows:

“That the construction of a dwelling must occur no earlier than as part of Stage 3 of the Ashbourne development.”

- iii. A Consent Notice on the Record of Title of all lots that require onsite stormwater management devices as determined by the SMP, generally worded as follows:

“That, at the time of building construction, an onsite stormwater management device be installed and thereafter maintained in perpetuity in accordance with the On-lot Devices Management Plan which forms part of AUTH147/2004.61 issued by the Waikato Regional Council.”

- iv. A Consent Notice on the Record of Title of all lots that requires compliance with the development controls set out in 102.2025.13180, generally worded as follows:

“That all residential development must comply with the development controls set out in Condition [109] – [111] in 102.2025.13180 on an ongoing basis (where these are relevant to the lot).”

- x. The Consent Notices required by Condition [w] will be registered on the relevant Records of Title.

Covenant Conditions

The Consent Holder must register the following Covenant on the Records of Title for Lots 45 – 49, 117, 118 and 153 – 157 relating to the adjoining organic farming operation and generally worded as follows:

“That that no sprays or treatments may be used on the property that do not comply with the organic farming practices on 72 Hinuera Road, Matamata (legally described as Part Lot 1 Deposited Plan South Auckland 5900). Further that the lot owner will make no complaint, submission, appeal, or objection in relation to the lawful farming practices on 72 Hinuera Road, Matamata (legally described as Part Lot 1 Deposited Plan South Auckland 5900)”

- z. Where a stage or substage includes a JOAL, the Consent Holder must register a covenant on the relevant Records of Title. The draft land covenant document must include provision for the following items:

- i. Specifies ownership, and operation and maintenance requirements, of the private stormwater systems for the JOAL.
- ii. Specifies responsibilities together with an acceptable method of management of the stormwater systems within the JOAL, and for the raising of funds from shareholders or members from time to time to adequately finance future maintenance and renewal obligations of the stormwater system.
- iii. Specifies the operation and maintenance requirements of lot owners in respect of the private on-lot stormwater devices

Advice note: This will replicate, to the extent necessary, the On-lot Devices Management Plan which forms part of AUTH147564.04.01 issued by the Waikato Regional Council. If necessary, it will append this Management Plan in full to the Records of Title.

- aa. That a fencing covenant as defined in Section 2 of the Fencing Act 1978 that protects the Council from liability to contribute towards any work and/or cost on the fence along the common boundary be registered on the Record of Title of all lots adjoining the Purpose Reserves (stormwater/wastewater and recreation) to be vested in Council.
- bb. The Consent Holder will supply a solicitor's undertaking that the covenants above, as approved by Council, will be registered with LINZ.

Development/ financial contributions

- cc. Pay to the Council in full, in cleared and cleared funds:
 - i. Financial contributions pursuant to Section 108 of the RMA and the Operative Matamata-Piako District Plan (District Plan)
 - ii. Development contributions in accordance with the Development Contributions Policy that applies at the time that payment is due.
 - iii. Contribution in accordance with the PDA.

SUPERSEDED

APPENDIX 1

Document	Author	Date	Document Version
AEE – Volume 5: Residential & Greenway	Barker and Associates	15/07/2025	A
“Proposed Land Use Consent Stage 1A”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 1B”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 1C”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 2A”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 2B”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 2C”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 3”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 4”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 5”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 6”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 7”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 8A”	Maven Waikato Limited	March 2026	F
“Proposed Land Use Consent Stage 8B”	Maven Waikato Limited	March 2026	F

SUPERSEDED