

**APPLICATION AS NOTIFIED**

**J & S Helmore**

**(RM240126)**

# FORM 12

File Number RM240126

## QUEENSTOWN LAKES DISTRICT COUNCIL

### PUBLIC NOTIFICATION

Notification of an application for a Resource Consent under Section 95A of the Resource Management Act 1991.

The Queenstown Lakes District Council has received an application for a resource consent from:

J & S Helmore

#### **What is proposed:**

Subdivision consent to undertake a two-lot subdivision. Proposed Lot 1 is 1800m<sup>2</sup>, contains an existing accessory building (garden shed) and will be accessed via the existing vehicle crossing off Nokomai Street. Proposed Lot 2 is 2451m<sup>2</sup>, contains an existing residential unit, and will be accessed via a new vehicle crossing to be constructed off Nokomai Street.

#### **The location in respect of which this application relates is situated at:**

3 Nokomai Street, Wanaka

The application includes an assessment of environmental effects. This file can also be viewed at our public computers at these Council offices:

- 74 Shotover Street, Queenstown;
- Gorge Road, Queenstown;
- and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).

Alternatively, you can view them on our website when the submission period commences:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM240126 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Steve Blackmore, who may be contacted by email at [steve.blackmore@qldc.govt.nz](mailto:steve.blackmore@qldc.govt.nz)

Any person may make a submission on the application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

**If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:**

Friday 16<sup>th</sup> August 2024

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

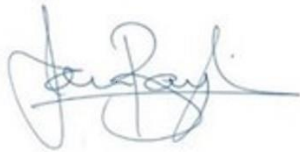
You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

[https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other\\_forms](https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other_forms)

You must serve a copy of your submission to the applicant (Kristy Jennings, [kristy@centralrm.co.nz](mailto:kristy@centralrm.co.nz)) as soon as reasonably practicable after serving your submission to Council:

C/- Kristy Jennings  
[kristy@centralrm.co.nz](mailto:kristy@centralrm.co.nz)  
Central Resource Management  
1116 Aubrey Road, Wanaka

#### QUEENSTOWN LAKES DISTRICT COUNCIL



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(signed by Ian Bayliss pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

**Date of Notification:** 19 July 2024

#### Address for Service for Consent Authority:

<b>Queenstown Lakes District Council</b>	<b>Phone</b>	<b>03 441 0499</b>
<b>Private Bag 50072, Queenstown 9348</b>	<b>Email</b>	<b><a href="mailto:rcsubmission@qldc.govt.nz">rcsubmission@qldc.govt.nz</a></b>
<b>Gorge Road, Queenstown 9300</b>	<b>Website</b>	<b><a href="http://www.qldc.govt.nz">www.qldc.govt.nz</a></b>

# TechnologyOne ECM Document Summary

Printed On 15-Jul-2024

Class	Description	Doc Set Id / Note Id	Version	Date
PUB_ACC	Form 9	7936291	1	27-Feb-2024
PUB_ACC	Helmore AEE June 2024	8099730	1	18-Jun-2024
PUB_ACC	Record of Title	7936294	1	27-Feb-2024
PUB_ACC	1338523 - Land covenant	8099748	1	18-Jun-2024
PUB_ACC	Easement and CN	7936292	1	27-Feb-2024
PUB_ACC	Final Scheme Plan	8114700	1	02-Jul-2024
PUB_ACC	Landscape Plan Lot 1 3 Nokomai St	8099658	1	18-Jun-2024
PUB_ACC	APA-4 Nokomai Street	8099746	1	18-Jun-2024
PUB_ACC	APA 2 Nokomai Street	8099741	1	18-Jun-2024
PUB_ACC	42 Northburn APA	8099732	1	18-Jun-2024
PUB_ACC	11 Nokomai APA	8099731	1	18-Jun-2024
PUB_ACC	Aurora Supply Availability Letter 22.02.2024	7936295	1	27-Feb-2024
PUB_ACC	Chorus 10745876 quote letter	7936293	1	27-Feb-2024





APPLICATION FOR RESOURCE CONSENT OR  
FAST TRACK RESOURCE CONSENT

# FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS\* OF THIS FORM.

This form provides contact information and details of your application. If your form does not provide the required information it will be returned to you to complete. Until we receive a completed form and payment of the initial fee, your application may not be accepted for processing.



## APPLICANT //

- Must be a person or legal entity (limited liability company or trust).
- Full names of all trustees required.
- The applicant name(s) will be the consent holder(s) responsible for the consent and any associated costs.

\*Applicant's Full Name / Company / Trust:

(Name Decision is to be issued in)

All trustee names (if applicable):

\*Contact name for company or trust:

\*Postal Address:

\*Post code:

\*Contact details supplied must be for the applicant and not for an agent acting on their behalf and must include a valid postal address

\*Email Address:

\*Phone Numbers: Day

Mobile:

\*The Applicant is:

Owner

Prospective Purchaser (of the site to which the application relates)

Occupier

Lessee

Other - Please Specify:



Our preferred methods of corresponding with you are by **email** and **phone**.

The **decision** will be sent to the Correspondence Details by **email** unless requested otherwise.



## CORRESPONDENCE DETAILS //

If you are acting on behalf of the applicant e.g. agent, consultant or architect please fill in your details in this section.

\*Name & Company:

\*Phone Numbers: Day

Mobile:

\*Email Address:

\*Postal Address:

\*Postcode:



## INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf. For more information regarding payment please refer to the Fees Information section of this form.

\*Please select a preference for who should receive any invoices and how they would like to receive them.

Applicant:

Agent:

Other - Please specify:

Email:

Post:

\*Attention:

\*Postal Address:

\*Post code:

\*Please provide an email AND full postal address.

\*Email:



## OWNER DETAILS // Please supply owner details for the subject site/property if not already indicated above

Owner Name:

Owner Address:

Owner Email:

If the property has recently changed ownership please indicate on what date (approximately) AND the names of the previous owners:

Date:

Names:



## DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf.

\*Please select a preference for who should receive any invoices.

Details are the same as for invoicing

Applicant:

Landowner:

Other, please specify:

\*Attention:

\*Email:

[Click here for further information and our estimate request form](#)



## DETAILS OF SITE // Legal description field must list legal descriptions for all sites pertaining to the application. Any fields stating 'refer AEE' will result in return of the form to be fully completed.

\*Address / Location to which this application relates:

\*Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)

District Plan Zone(s):



## SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below

Is there a gate or security system restricting access by council?

YES  NO

Is there a dog on the property?

YES  NO

Are there any other hazards or entry restrictions that council staff need to be aware of?

YES  NO

If 'yes' please provide information below



## PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?

Yes

No

Copy of minutes attached

If 'yes', provide the reference number and/or name of staff member involved:



## CONSENT(S) APPLIED FOR // \* Identify all consents sought // ALSO FILL IN OTHER CONSENTS SECTION BELOW

Land use consent

Subdivision consent

Change/cancellation of consent or consent notice conditions

Certificate of compliance

Extension of lapse period of consent (time extension) s125

Existing use certificate

Land use consent includes Earthworks



## QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

Controlled Activity

Deemed Permitted Boundary Activity

If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process



## BRIEF DESCRIPTION OF THE PROPOSAL //

\* Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal

\*Consent is sought to:



## APPLICATION NOTIFICATION

Are you requesting public notification for the application?

Yes

No

Please note there is an additional fee payable for notification. Please refer to Fees schedule



## OTHER CONSENTS

### Is consent required under a National Environmental Standard (NES)?

- NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website

<https://environment.govt.nz/publications/national-environmental-standard-for-assessing-and-managing-contaminants-in-soil-to-protect-human-health-information-for-landowners-and-developers/>

You can address the NES in your application AEE OR by selecting ONE of the following:

This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m<sup>3</sup> per 500m<sup>2</sup>). Therefore the NES does not apply.

I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

NOTE: depending on the scale and nature of your proposal you may be required to provide details of the records reviewed and the details found.



## OTHER CONSENTS // CONTINUED

I have included a Preliminary Site Investigation undertaken by a suitably qualified person.

An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.

Any other National Environmental Standard

Yes

N/A

### Do you need any consent(s) from Otago Regional Council?

Yes

N/A

If Yes have you applied for it?

Yes

No

If Yes supply ORC Consent Reference(s)

If ORC Earthworks Consent is required would you like a joint site visit ?

Yes

No



## INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application should include the following:

Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants (Can be obtained from Land Information NZ at <https://www.linz.govt.nz>).

A plan or map showing the locality of the site, topographical features, buildings etc.

A site plan at a convenient scale.

Written approval of every person who may be adversely affected by the granting of consent (s95E).

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered along with any other relevant matters, for example if a consent notice is proposed to be changed. Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications electronically – please see Appendix 5 – [Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



## PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



## FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable prior to issuing of the decision. Payment is due on the 20th of the month or prior to the issue date – whichever is earlier.



## FEES INFORMATION // CONTINUED

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

**LIABILITY FOR PAYMENT** – Please note that by signing and lodging this application form you are acknowledging that the details in the invoicing section are responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

**MONITORING FEES** – Please also note that the fee paid at lodgement includes an initial monitoring fee of \$273 for land use resource consent applications and designation related applications, as once Resource Consent is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

**DEVELOPMENT CONTRIBUTIONS** – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, [please call 03 441 0499](tel:034410499) and ask to speak to our duty planner.

Please ensure to [reference any banking payments correctly](#). Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



## PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g RMJONES

Applications already submitted: Please use the RM# reference that has been assigned to your application, this will have been emailed to yourself or your agent.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:  Bank transfer to account 02 0948 0002000 00 (If paying from overseas swiftcode is – BKNZ22)

Invoice for initial fee requested and payment to follow

Manual Payment (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)

\*Reference

\*Amount Paid: Landuse and Subdivision Resource Consent fees - please select from drop down list below

(For required initial fees refer to website for Resource Consent Charges or spoke to the Duty Planner by phoning 03 441 0499)

\*Date of Payment

Invoices are available on request

## APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.

If lodging this application as **the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.

OR:

If lodging this application as **agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant / Agent whose details are in the invoicing section is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.

I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.

PLEASE TICK

Signed (by or as authorised agent of the Applicant) \*\*

Full name of person lodging this form

Firm/Company

Dated

\*\*If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.



Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

### 1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

- Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

### 2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;
- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

(2) The assessment under subclause (1)(g) must include an assessment of the activity against—

- (a) any relevant objectives, policies, or rules in a document; and
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).

(3) An application must also include an assessment of the activity's effects on the environment that—

- (a) includes the information required by clause 6; and
- (b) addresses the matters specified in clause 7; and
- (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

Information provided within the Form above

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)

### ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- An application must also include any of the following that apply:
  - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1));
  - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A));



## ASSESSMENT OF ENVIRONMENTAL EFFECTS

### Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
  - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
  - (b) an assessment of the actual or potential effect on the environment of the activity;
  - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
  - (d) if the activity includes the discharge of any contaminant, a description of—
    - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
    - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
  - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
  - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
  - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
  - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).
- (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
- (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
  - (a) oblige the applicant to consult any person; or
  - (b) create any ground for expecting that the applicant will consult any person.

### CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
  - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects;
  - (b) any physical effect on the locality, including any landscape and visual effects;
  - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity;
  - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations;
  - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants;
  - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
- (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.



## UNDER THE FOURTH SCHEDULE TO THE ACT:

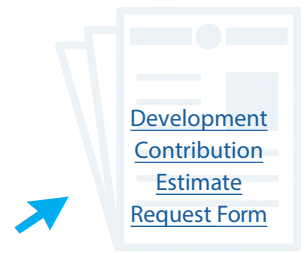
- An application for a subdivision consent must also include information that adequately defines the following:
  - (a) the position of all new boundaries:
  - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
  - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
  - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
  - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
  - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
  - (g) the locations and areas of land to be set aside as new roads.

## Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
  - Water supply
  - Wastewater supply
  - Stormwater supply
  - Reserves, Reserve Improvements and Community Facilities
  - Transportation (also known as Roding)

[Click here for more information on development contributions and their charges](#)

OR Submit an Estimate request \*please note administration charges will apply



Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the Act.

While it is not essential that your documents are named the following, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.

Application Form 9

Assessment of Environmental Effects (AEE)

Computer Register (CFR)

Covenants &amp; Consent Notice

Affected Party Approval/s

Landscape Report

Ecological Report

Engineering Report

Geotechnical Report

Wastewater Assessment

Traffic Report

Waste Event Form

Urban Design Report



**CENTRAL**  
RESOURCE MANAGEMENT

**James and Susan Helmore**  
**Resource Consent Application**  
**3 Nokomai Street, Wanaka**  
**11 June 2024**

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## 1.0 APPLICATION DETAILS

Applicant:	J and S Helmore
Site Location:	3 Nokomai Street, Wanaka
Legal Description:	Lot 44 Deposited Plan 471806
Computer Freehold Register:	641184
Area:	4251 square metres more or less
Zone:	Northlake Special Zone (Activity Area A)

Resource Consent is sought to undertake a two-lot subdivision at 3 Nokomai Street, Wanaka.

The following assessment of environmental effects has been prepared in accordance with Schedule 4 of the Resource Management Act 1991.

## 2.0 RELEVANT DISTRICT PLAN REQUIREMENTS

Under the Queenstown Lakes District Council Operative District Plan the subject site is zoned Northlake Special Zone and requires resource consent for the following reasons:

- A **restricted discretionary** activity consent for a subdivision within the Northlake Special Zone - Rule 15.2.3.3(xi). The Council's discretion is restricted to:
  - (a) *The extent to which the subdivision is consistent with the Northlake Structure Plan and any relevant consent's Outline Development Plan consented under Rule 12.34.2.3.i or Rule 12.34.2.3.ii;*
  - (b) *The extent to which the subdivision would undermine the integrity of the Northlake Structure Plan and any relevant consent's Outline Development Plan consented under Rule 12.34.2.3.i or Rule 12.34.2.3.ii;*
  - (c) *Those matters in respect of which the Council has reserved control under Rule 15.2.3.2.*
- A **non-complying** activity pursuant to Rule 15.2.6.3(i)(a) as the proposed subdivision size is less than 4,000m<sup>2</sup> per lot.

The intent of the Northlake Special Zone Activity Area A is for the lots to be treated as per the previous rural residential lots in the area. Under the Proposed District Plan, the previous rural residential lots in the surrounding area were rezoned Large Lot Residential. To date there have been no plan changes to the Northlake Special Zone chapter of the District Plan to update this and therefore only the rules in the Operative District Plan are relevant.

Whilst one individual site is to be subdivided in two, the proposal is consistent with the Northlake Structure Plan in that the locations of roading, lot layouts, walkways, parks and the like are not altered by the proposal.

## 3.0 RELEVANT TITLE INTERESTS

The following relevant interests are registered on the title for the lot:

Land Covenant in Easement Instrument 9550309.1

This is a private covenant agreed upon with the developer of the subdivision. The clauses relevant to this application are as follows:

- *6.2(a) Subdivision approval to be obtained by the Council*

The proposal seeks Council's approval for the subdivision.

- *6.2(b) Subdivision to take place no earlier than seven years after the date of issue of title for that lot*

The seven-year period was on the 18<sup>th</sup> February 2021 which has now passed and so this condition is no longer applicable.

- *6.2(c) Each Lot shall be subdivided only once, and then no further subdivision will be permitted*

No further subdivision is proposed for either lot.

- *6.2(d) Any proposed lots shall be no less than 1,800m<sup>2</sup>*

Both of the proposed lots meet or exceed 1,800m<sup>2</sup> in area.

- *6.2(e) These clauses and all others in the covenant will apply to any new lot created through subdivision.*

It is acknowledged that the covenant will apply to the new two lots created by this subdivision.

#### Consent Notice 9655624.2

The following conditions are relevant to this application:

- *1) Electrical supply is limited to a single phase 63 amp fused supply*

Aurora Energy has been contacted regarding the electrical supply, who confirm there is sufficient supply for this subdivision.

There are other conditions that will be required to be met once a new dwelling is constructed on the lots. It is acknowledged that these conditions will be passed down onto the new lots.

## **4.0 DESCRIPTION OF PROPOSAL**

### **4.1 Proposal**

Resource consent is sought to undertake a two-lot subdivision at 3 Nokomai Street, Wanaka.

The existing lot is 4251 square metres more or less and it is proposed to subdivide the property into two lots. Lot 1 being 1800m<sup>2</sup> and Lot 2 being 2451m<sup>2</sup>.

The new lot (Lot 1) will gain access off the existing vehicle crossing with a new access to be taken directly off Nokomai Street for Lot 2.

The subdivision Scheme Plan shows a volunteered reduction in height to 5.5 above existing ground height. This was volunteered to protect neighbouring properties views. A consent notice condition can be added to ensure that this is clear to any prospective purchasers.

A no build zone has been proposed that will be covered by a land covenant (attached to this application).

The lots are to be serviced with reticulated electricity (approval from Aurora is included with the application), telecommunications (approval from Chorus is included with the application), water and wastewater disposal with storm water to be disposed of to ground.

## 4.2 Site Description

The square shaped site is located at 3 Nokomai Street, Wanaka. Topographically the site is fairly flat and contains an existing dwelling and gardens. Access to the site is directly off Nokomai Street.

Figure 1: aerial image of the subject site (highlighted in cyan)



## 5.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

### 5.1 Lot Size

The District Plan review has meant that the surrounding lots outside of Northlake can be subdivided down to 2000m<sup>2</sup>. The Northlake Special Zone has not been reviewed to date and therefore the requirements stay the same as what was previously required for the surrounding sites (4000m<sup>2</sup>). The two lots are of an ideal size to contain a substantial size residential dwelling similar to those on the surrounding sites.

If the District Plan had already been reviewed for the Northlake zone, it would have almost definitely reduced the lot sized to be consistent with Rural Residential which has now been rezoned to Large Lot Residential as per the surrounding areas.

Two dwellings could be located on the site as a controlled activity, therefore the infill of the sites in the area has been anticipated by the District Plan, however, the subdivision rules do not align. The proposed subdivision would have no greater impact visually on the amenity values of the surrounding area.

Infill is required for Wanaka to continue to grow and Northlake, being so close to the town centre, is a logical area to infill to an appropriate density.

The flat and open nature of the site will assist the proposed two lots to feel even more spacious than an undulating site may. The whole area of the two sites is useable as opposed to other similar Northlake sites that include steep unbuildable land.

## 5.2 Access

The new lot (Lot 1) will gain access off the existing vehicle crossing with a new access to be taken directly off Nokomai Street for Lot 2. The topography of the access is flat to gently sloping with good sight lines to the intersection with Northburn Road. The access will be constructed in accordance with Council standards.

## 5.3 Services

Both lots are to be serviced with reticulated electricity, telecommunications, water and wastewater disposal with storm water to be disposed of to ground.

The sewer lateral has been located close to proposed Lot 1. This was requested by the property to the north (7 Nokomai Street) to ensure that their driveway and planting were not interrupted.

Letters from Aurora and Chorus have been provided with the application to show that there is supply available for both electricity and telecommunications respectively.

## 5.4 Positive Effects

Infilling of the large lots on the periphery of the Wanaka township is important for the growth of Wanaka. There is limited land available and high demand for lots to meet the requirements of the towns rapid growth. This proposal allows for another lot close to the town centre which helps to enable growth of the town. Overall, the effects of the proposal are positive for the community as a whole.

## 5.5 Affected Parties and Consultation

Approval have been sought from a number of neighbours as shown in the table below:

Name	Address	Approval Provided	Comments
Pietro Bercelli Trust	1 Nokomai Street	Yes	
Cypress Trustee 3391 Limited	2 Nokomai Street	No	Signed the APA form and then retracted it.



L and J Sanson	4 Nokomai Street	Yes	
Banco Trustees Limited	7 Nokomai Street	No	Wanted a legal document to ensure that the sewer wasn't going across their driveway. The Scheme Plan was alerted to address this.
D and A McLeod	11 Nokomai Street	Yes	

Figure 2: aerial image showing the subject site with an orange pin, approvals gained in checker flag and those not gained in red flags



The owners of number 7 Nokomai advised that they had no issues with the actual subdivision but had concerns that their garden and driveway would not be reinstated where the sewer was to be connected. Sewer lateral has been moved to the west at number 7 Nokomai's request. However, they still wish to have a legal document to record the new sewer lateral location. This is not required as once approved the sewer lateral is unable to be relocated without a further resource consent.

The owner of number 2 provided their approval (Attached to this application) and then retracted the approval as not all trustees had signed the document. Due to the time delays, it has been decided to proceed without this approval.

No other person is considered to be adversely affected by this proposal.

**6.0 SECTION 95 NOTIFICATION**



A consent authority must publicly notify an application if it concludes that under s95D of the Resource Management Act 1991 that the proposed activity will have or is likely to have adverse effects on the environment that are more than minor. Additionally, Section 95B(1) requires a decision to be made as to whether any persons are considered to be adversely affected (s95E) in relation to the activity. The proposed activity as outline above, is not likely to have adverse effects on the environment that are more than minor and no persons are considered to be adversely affected.

The applicant has not requested public notification (s95A(2)(b)), no rule or national environmental standard requires public notification of the application (s95A(2)(c)) and there are no special circumstances that exist in relation to the application that would requires public notification (s95A(4)).

The application should therefore proceed on a non-notified basis.

## 7.0 OBJECTIVES AND POLICIES

### Operative District Plan

#### Northlake Special Zone

##### *12.33.2 Objectives and Policies*

*Objective 1 – Residential Development A range of medium to low density and larger lot residential development in close proximity to the wider Wanaka amenities.*

##### *Policies*

*1.1 To establish a mix of residential densities that will provide a residential environment appealing to a range of people.*

The proposal will create two lots, one of 1800m<sup>2</sup> and one of 2451m<sup>2</sup> which is consistent with the surrounding large lot residential zone but which does not meet the current requirements of the Northlake Special Zone.

*1.2 To maintain and enable residential lot sizes in Activity Areas A and C4 consistent with the adjacent Rural Residential Zone.*

The adjacent zoning is no longer Rural Residential and is now Large Lot Residential therefore the proposal is unable to meet this policy.

*Objective 2 – Urban Design Development demonstrates best practice in urban design and results in a range of high quality residential environments.*

##### *Policies*

*2.2 To require development to be consistent with the Northlake Structure Plan.*

The proposal is consistent with the Northlake Structure Plan in that it does not affect future building, does not affect roading, cycling or pedestrian access and there is no vegetation on the site that is required to be maintained.

*2.5 To ensure that development recognises and relates to the wider Wanaka character and is a logical extension of the urban form of Wanaka.*

The proposed lots are in keeping with other surrounding zones along Aubrey Road. Infill close to town is preferable to urban sprawl.

*Objective 4 – Landscape and Ecology Development that takes into account the landscape, visual amenity, and conservation values of the zone.*

As a controlled activity, two dwellings can be established on the site therefore there is no further effects in terms of landscape, visual amenity and conservation values of the zone.

#### *Policies*

*4.1 To identify areas where buildings are inappropriate, including ridgelines, hilltops and other visually prominent landforms, and to avoid buildings within those areas.*

The subject site is flat to gently sloping therefore meets the requirements of this policy.

*Objective 6 – Infrastructure Provision of servicing infrastructure to cater for demands of development within the zone in an environmentally sustainable manner and to enhance wider utility network systems where appropriate.*

#### *Policies*

*6.4. To utilise low impact design solutions that minimise adverse environmental effects resulting from storm water runoff.*

Stormwater will be disposed of via an onsite soak pit as per the surrounding properties.

### Subdivision, Development and Financial Contributions

#### *15.1.3 Objectives and Policies*

*Objective 1 – Servicing The provision of necessary services to subdivided lots and developments in anticipation of the likely effects of land use activities on those lots and within the developments.*

#### *Policies:*

*1.3 To ensure safe and efficient vehicular access is provided to all lots created by subdivision and to all developments.*

The proposal includes good safe access onto Nokomai Street.

*1.4 To ensure water supplies are of a sufficient capacity, including firefighting requirements, and of a potable standard, for the anticipated land uses on each lot or development.*

Reticulated water supply is available to the lot along with adequate firefighting supply.

*1.9 To ensure, upon subdivision or development, that anticipated land uses are provided with means of treating and disposing of sewage in a manner which is consistent with maintaining public health and avoids or mitigates adverse effects on the environment.*

Sewage is to be disposed of via the reticulated service to the allotment.

*1.10 To ensure, upon subdivision or development, that all new lots or buildings are provided with connections to a reticulated water supply, stormwater disposal and/or sewage treatment and disposal system, where such systems are available.*

Both proposed lots are to be connected to the reticulated services provided to the lot.

*1.11 To ensure adequate provision is made for the supply of reticulated energy, including street lighting, and communication facilities for the anticipated land uses, and the method of reticulation is appropriate to the visual amenity values of the area.*

Adequate services can be provided to the two lots as confirmed by Aurora and Chorus.

*Objective 2 - Cost of Services to be Met by Subdividers The costs of the provision of services to and within subdivisions and developments, or the upgrading of services made necessary by that subdivision and development, to the extent that any of those things are necessitated by the subdivision or development to be met by subdividers.*

*Policies:*

*2.1 To require subdividers and developers to meet the costs of the provision of new services or the extension or upgrading of existing services (including head works), whether provided before or after the subdivision and/or development, and which are attributable to the effects of the subdivision or development, including where applicable: • roading and access; • water supply; • sewage collection, treatment and disposal; • stormwater collection, treatment and disposal; • trade waste disposal; • provision of energy; • provision of telecommunications.*

All services will be paid for by the developers.

*Objective 5 - Amenity Protection The maintenance or enhancement of the amenities of the built environment through the subdivision and development process.*

*Policies:*

*5.1 To ensure lot sizes and dimensions to provide for the efficient and pleasant functioning of their anticipated land uses, and reflect the levels of open space and density of built development anticipated in each area.*

As a controlled activity, two dwellings can be located on the site, therefore there is no further effects created by the proposed subdivision.

*5.3 To encourage innovative subdivision design, consistent with the maintenance of amenity values, safe, efficient operation of the subdivision and its services.*

It is difficult to achieve innovative subdivision, however the two proposed lots will maintain amenity values, safe and efficient operation of the subdivision and its service.

*5.5 To minimise the effects of subdivision and development on the safe and efficient functioning of services and roads.*

Adequate and safe access is to be provided to Nokomai Street. The access to the new lot will not have any adverse effects on traffic both vehicular and pedestrian.

*5.9 To require that subdivision within the Northlake Special Zone be consistent with the Northlake Structure Plan.*

As previously discussed the proposal is consistent with the Northlake Structure Plan.

*5.10 To ensure subdivision within the Northlake Special Zone implements the objectives and policies for the Northlake Special Zone in Part 12.33*

With the exception of policy 1.2 which is not possible to be achieved, the remainder of the objectives and policies are met.

Overall, the proposal is consistent and not contrary to the above Objectives and Policies of the District Plan.

### **Proposed District Plan**

The Northlake section of the District Plan has not been reviewed therefore the Proposed District Plan is not relevant to this application.

## **8.0 NATIONAL ENVIRONMENTAL STANDARD**

In accordance with the National Standard for Assessing and Managing Contaminants in the Soil, all applications for resource consent need to be determined if they apply under this National Environmental Standard (NES).

The regulations apply if any of the following activities are undertaken:

- (a) remove or replace an underground fuel storage system or any of its parts*
- (b) sample the soil to determine contamination*
- (c) disturb the soil (earthworks)*
- (d) subdivide the land*
- (e) change the use of the land.*

With respect to a preliminary site investigation (PSI) of soil contaminants, a site walk over has been undertaken, followed by an investigation of known land use associated with the site.

Council records have been searched and there is no known history of use of chemicals and/or any other hazardous contaminants (herbicides/pesticides/waste discharges and/or other). Accordingly, no adverse effects are anticipated in this regard.

## 9.0 PART 2 OF THE RESOURCE MANAGEMENT ACT 1991

The proposal is consistent with Part 2 of the Resource Management Act 1991, being the sustainable management of natural and physical resources, whilst also protecting the life supporting capacity of ecosystems, and avoiding, remedying or mitigating adverse effects on the environment.

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**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** **641184**  
**Land Registration District** **Otago**  
**Date Issued** 04 March 2014

**Prior References**  
638922

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**Estate** Fee Simple  
**Area** 4251 square metres more or less  
**Legal Description** Lot 44 Deposited Plan 471806  
**Registered Owners**  
James William Frederick Helmore and Susan Elizabeth Helmore

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**Interests**

Subject to Section 59 Land Act 1948  
Land Covenant in Easement Instrument 9550309.1 - 16.12.2013 at 6:57 pm  
9655624.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 4.3.2014 at 5:19 pm  
9679289.3 Mortgage to ANZ Bank New Zealand Limited - 27.3.2014 at 3:56 pm





**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**Covenantee**

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

**Schedule A**  
*required*

*Continue in additional Annexure Schedule, if*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
No build zone	Area [ ] on DP [ ]	Lot 1 DP [ ]	Lot 2 DP [ ]
Height restriction	Lot 1 DP [ ]	Lot 1 DP [ ]	Lot 2 DP [ ]

**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set out in Annexure Schedule A.

## 1. INTRODUCTION

- 1.1. The Covenantor is the registered proprietor of Record of Title 641184 which is being subdivided to create the Burdened and Benefited land.
- 1.2. The Covenantor intends that this instrument shall be and remain registered against the title to the Burdened Land so that:
  - a. owners or occupiers of the Burdened Land should be bound by the provision of this instrument;
  - b. owners and occupiers of the Benefited Land can enforce the observance of the provisions of this instrument by the owners and occupiers of the Burdened Land; and
  - c. the obligations and covenants of the Covenantors under this instrument enure for the benefit of the Benefited Land.

## IT IS AGREED

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 **Definitions:** in this Instrument, the following words shall have the following meanings:

"**Building**" shall mean any structure with walls and a roof whether enclosed or not;

"**Benefited Land**" in relation to any Covenant means the land described in Schedule A as Benefited Land which has the benefit of the Covenants contained in this document;

"**Burdened Land**" in relation to any covenant means the land described in Schedule A as Burdened Land which is subject to the covenants contained in this instrument;

"**Covenantee**" means the owner of the Benefited Land and its successors in title from time to time;

"**Covenantor**" means the owner of the Burdened Land and its successors in title from time to time;

"**Covenants**" means any covenant set out in this instrument;

"**No Build Zone**" means the area marked [ ] on DP [ ].

- 2.2 **Interpretation:** In this Instrument, unless the context otherwise requires:

- a. any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- b. reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
- c. where consent or approval is required pursuant to any provision of this instrument, such consent or approval shall be required for each separate occasion, despite any prior consent or approval obtained for the like purpose on any prior occasion;
- d. references to the Covenantor and the Covenantee include their respective executors or administrators and successors in title.

### 3 GENERAL COVENANTS

#### 3.1 The Covenantor covenants and agrees:

- a. to observe and perform all Covenants at all times; and
- b. that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.

### 4 HEIGHT RESTRICTION

#### 4.1 The Covenantor covenants and agrees they will not erect or place, or permit to be erected or placed, on the Burdened Land any Building(s) of any nature which exceed the height of 5.5m above RL [ ] (reference datum).

### 5 NO BUILD ZONE

#### 5.1 The Covenantor covenants and agrees they will not erect or place, or permit to be erected or placed, any Building(s) of any nature on the No Build Zone, provided that this shall not prevent the Covenantor from erecting any garden shed (with an area less than 10m<sup>2</sup>), deck, patio or pergola within this area.

### 5 DISPUTE RESOLUTION

#### 6.1 If either party believes that a dispute between them has arisen regarding the Covenants, rights or obligations under this instrument or compliance with such rights or obligations such party may give written notice to the other party of the existence of such dispute and the particulars of it and the following procedures shall apply:

- a. The parties shall meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of notice to the other party of the existence of the dispute, the parties shall seek to agree on a process resolving the dispute through means other than litigation or arbitration, such as conciliation or independent expert evaluation or termination or mediation.
- b. If the parties cannot reach agreement on
  - i. the dispute resolution process and procedures to be adopted for resolving the dispute;
  - ii. the timetable for all steps and their process; and
  - iii. the selection and compensation of the independent person required for such technique;then

they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person organisation mutually agreed to or failing agreement, nominated by the president of the Otago Branch of the New Zealand Law Society.

- c. The parties shall not use any information or documents obtained through this alternative dispute resolution process for any purpose other than an attempt to settle the dispute by the process detailed in this clause.
- d. No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and a dispute has not been resolved.

#### 6.2 If after completing the procedures to resolve a dispute between the parties in this clause, the dispute has not been resolved, then the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 for any enactment and substitution of the Act.

#### 6.3 If the dispute is referred to arbitration under clause 6.2, the arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

**Form B**

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Michaela Ward Meehan

**Grantee**

Michaela Ward Meehan

**Grant of Easement or *Profit à prendre* or Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	All of the servient tenement	Lots 14, 15, 16, 17, 18, 19, 20, 21, 40, 41, 59, 60 and 1000 of Deposited Plan 469192	Lots 14, 15, 16, 17, 18, 19, 20, 21, 40, 41, 59, 60 and 1000 of Deposited Plan 469192

Form B - continued

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~[varied] [negatived] [added to] or [substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 1 \_\_\_\_\_]~~

Form L

Annexure Schedule 1

Page 1 of 10 Pages

*Insert instrument type*

Easement Instrument (Land Covenant)

## 1. Introduction

- A. The Initial Grantee is subdividing the Servient Land to create the Northlake Development.
- B. The Initial Grantee intends that the Northlake Development be subject to a general scheme applicable to and for the benefit of the Dominant Land to ensure that the Northlake Development creates a modern high quality and well designed residential subdivision (**Scheme**).
- C. Northlake has been established to provide and administer the Scheme for the benefit of the Dominant Land and the Servient Land.
- D. The Initial Grantee and Northlake intend that this land covenant (**Instrument**) shall be and shall remain registered against the titles to the Servient Land and the Dominant Land to give effect to the Scheme so that:
  - (a) owners or occupiers for the time being of the Servient Land shall be bound by the provisions of this Instrument;
  - (b) owners and occupiers for the time being of the Dominant Land can enforce the observance of the provisions of this Instrument by the owners or occupiers of the Servient Land in equity or otherwise; and
  - (c) the obligations and covenants of the Grantor under this Instrument enure for the benefit of the Grantee and Northlake (in accordance with the Contracts (Privity) Act 1982).
- E. The Grantee wishes to utilise the provisions of section 278 of the Property Law Act 2007 to create the Scheme as it relates to the Servient Land.

## It is agreed

### 2. Defined terms

#### 2.1 Definitions

In this document:

**Access Lot** mean the Lots created by any Subdivision of the Servient Land, referred to as Lot 201, Lot 202 and Lot 203 on the Scheme Plan and any other lot that may be created for the purposes of access by any Subdivision of the Servient Land.

**Adjoining Land** means the land comprised within certificates of title 290932 (Otago Registry), 290934 (Otago Registry) 2486 (Otago Registry) or 19A/448 (Otago Registry) at the date of this Instrument.

**Building** means any structure on the Servient Land.

**Contracting Grantor** means Michaela Ward Meehan.

**Council** means Queenstown Lakes District Council or its successor.

**Covenants** means the covenants set out in this Instrument.

**Design Guidelines** means the design guidelines of Northlake relating to the Servient Land from time to time.

**District Plan** means the Queenstown Lakes District Plan.

**Dominant Land** means the land described as Lot 69 Deposited Plan 371470 and comprised in certificate of title 290935 (Otago Registry).

**Dwelling** means a single self contained household unit, whether of one or more persons, and includes accessory buildings. Where more than one kitchen and / or laundry is provided on any Lot, there shall be deemed to be more than one Dwelling.

**Grantee** means the owner of the Dominant Land and their executors, administrators, assignees and successors in title from time to time.

**Grantor** means the owner of the Servient Land and their executors, administrators, assignees and successors in title from time to time.

**Initial Grantee** means Michaela Ward Meehan and her executors, administrators, assignees and transferees from time to time but shall not include any transferee that is the owner of any Lot.

**Improvements** means existing improvements constructed by the Initial Grantee on the Servient Land and adjoining road reserves, including (but not limited to) roading, footpaths, kerbs, gutters, swale crossings, open spaces and walkways.

**Irrigation System** means the automated battery irrigation system and controllers installed by the Initial Grantee for the Scheme Planting comprising 50mm main lines with 16mm self-compensating drip lines that water the Scheme Planting.

**Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

**Lots** mean each and all of the lots created by a Subdivision of the Servient Land (and Lot shall have a corresponding meaning).

**Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan.

**Northlake** means Northlake Developments Limited and, where the context requires, means any other entity nominated by Northlake and / or Northlake's successors, transferees or assigns.

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**Northlake Development** means the integrated residential development undertaken by the Initial Grantee on the Servient Land including but not limited to dwellings, improvements and all other associated infrastructure.

**Scheme** means as defined in Introduction Clause B above.

**Scheme Plan** means the plan at Annexure Schedule 2.

**Scheme Fence** means any fence in place as at the date of this Instrument or any fence subsequently erected on the Servient Land or any Adjoining Land by the Initial Grantee or Northlake marked as "Post and rail fence" on the Scheme Planting Plan.

**Scheme Planting** means the landscaping and planting by the Grantee, for the Scheme, in the areas shown as "Amenity Planting" and "Street trees" on the Scheme Planting Plan.

**Scheme Planting Plan** means the plan at Annexure Schedule 3.

**Selected Species** means native beech, oak, elm, birch, maple, plane, English beech, walnut, ash or alder species.

**Servient Land** means the land described as Lot 69 Deposited Plan 371470 and comprised in certificate of title 290935 (Otago Registry).

**Subdivide** and **Subdivision** means the meaning ascribed to subdivision of land in Section 218(1) of the Resource Management Act 1991.

### **3. General Covenants**

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- 3.1 The Grantor covenants and agrees:
- (a) to observe and perform all Covenants at all times; and
  - (b) that the Covenants shall run with and bind the Servient Land for the benefit of the Dominant Land.

### **4. Scheme Covenants**

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- 4.1 The Grantor covenants with the Grantee:
- (a) to comply with the Design Guidelines applicable to the Servient Land;
  - (b) not to commence construction of any Building on the Servient Land without having first obtained the written consent of Northlake to the plans and specifications and exterior design and appearance of the proposed Building;
  - (c) not to make any changes to the plans and specifications of the exterior design or appearance of any Building on the Servient Land once approval has been obtained from Northlake;
  - (d) not to make additions or alterations to any Building without the prior written consent of Northlake;



- (e) not to occupy any Building without a current code compliance certificate issued under the Building Act 2004 (or any subsequent replacement legislation);
  - (f) subject to Clause 8, not to erect any boundary fencing or other fencing within 7 metres of the boundary of any Lot other than in post and rail or traditional farm post and wire fencing, being in either netting, or 6 - 7 wire fencing, with tanalised posts and timber battens and which does not exceed 1.2 metres in height;
  - (g) not to undertake any planting which exceeds 2.5 metres in height within 1 metre of the boundary of any Lot;
  - (h) not to plant any tree that exceeds or will exceed 5 metres in height at maturity within 5 metres of the boundary of any Lot (**Restriction Area**);
  - (i) not to plant any trees that will exceed 7.5 metres in height at maturity outside the Restriction Area, other than any feature trees within 15 metres of the relevant Grantor's Dwelling (provided they are not within 15 metres of any other Grantor's Dwelling);
  - (j) not to plant trees as specified in Clause 4.1(i) above on the Grantor's Lot unless such trees are Selected Species;
  - (k) that any entry gates erected to any Lot:
    - (i) do not exceed 1.2 metres in height;
    - (ii) are constructed from wood or matt or painted steel with a maximum reflectivity of 25% (or a mixture of both wood and steel); and
    - (iii) any walls adjoining either side of any such entry gate to a Lot are made of Otago schist and do not exceed 10 metres in length on each side of the gate and 1.2 metres in height;
  - (l) not to construct or erect on any Lot any accessory Building, carport or garden shed that exceeds six (6) metres in height or is situated between any Dwelling on such Lot and any road or access way boundary of such Lot. Such accessory Building, carport or garden shed must also comply with the Design Guidelines;
  - (m) that all driveway areas constructed on any Lot are gravel or chip seal for the initial 20 metres in length from any vehicle crossing or entranceway on the Lot boundary entry;
  - (n) that all swale crossings (where required) shall be in chip seal finish with a flush of vertical schist edge to the crossing pipe / culvert so as not to impede overland stormwater flow; and
  - (o) to cause as little interference as reasonably possible with any existing Improvements and to promptly make good any damage caused by the Grantor to the original Improvements specification at the sole cost of the Grantor,
- provided that any planting by the Initial Grantee that forms part of the Scheme Planting shall not be subject to the restrictions in clauses 4.1(g), (h) and (i).

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- (f) not to construct or place on any Lot any pre-used or second-hand Building or a Building that is capable of relocation;
- (g) not to erect any satellite dish on the Dwelling or otherwise on any Lot that is visible from the road frontage or any Access Lot;
- (h) not to erect solar panels on the Dwelling or otherwise on any Lot that are visible from the road frontage or any Access Lot;
- (i) to ensure all gas cylinders are suitably screened from the road frontage, Access Lots and any Dwellings on the neighbouring Lots;
- (j) to ensure that all services and utilities (including any water storage tanks and any pipes associated with the provision of services and utilities) are located below ground;
- (k) not to permit any rubbish or waste material to be or remain on any Lot other than within suitable enclosed structures or otherwise appropriately screened from view;
- (l) not to permit odours to emit from any Lot so as to render any Lot or any portion of a Lot to be deemed unsanitary, offensive or detrimental to the occupiers of any other Lot or the Adjoining Land;
- (m) not to permit any Lot to be used (without limitation) for purposes involving a cattery, piggery or boarding kennels for dogs or other animals. The keeping of ordinary household pets (such as dogs, cats and birds) shall be permitted provided that no breeding, raising or boarding of such pets shall be for a commercial purpose;
- (n) not to permit the parking of trucks or any large commercial vehicles on or adjoining any Lot or on any Access Lot or road, other than for temporary delivery purposes; and
- (o) not to permit the parking of any vehicles which do not have a current warrant of fitness and / or registration, in view of any Dwelling on any neighbouring Lot, or in view of any Access Lot or road within or adjacent to the Northlake Development.

## **6. Subdivision Covenants**

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- 6.1 Each Grantor that is registered as proprietor for the time being of Lots known as lots 21, 40, 60, 61 and 62 covenants and agrees not to further Subdivide (including subdivision by amalgamation and re-subdivision) their Lot beyond the definition of that Lot.
- 6.2 The restriction against further Subdivision set out in Clause 6.1 shall not apply to the remaining Lots which shall be Subdivisible subject to:
  - (a) the Grantor obtaining Council approval to the Subdivision;
  - (b) the Subdivision taking place no earlier than seven (7) years after the date that a separate certificate of title has issued for the particular Lot;
  - (c) each Lot may be Subdivided once only. No further Subdivision will be permitted;

4.2 The Grantor further covenants that:

- (a) it will not, and will not encourage or support any other person to:
  - (i) object to or Lodge any Submission against any Planning Proposal or plan change with Council;
  - (ii) obtain an order, injunction or any other remedy;
  - (iii) make any complaint against any contractor or any consultant;

which relates to the Adjoining Land or the lot known as Lot 63 (**Lot 63**) for the time being that Lot 63 is owned by the Initial Grantee or Northlake.

- (b) if requested by the Grantee, the Grantor shall promptly give its unqualified and irrevocable:
  - (i) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any application made to the Council relating to Adjoining Land or Lot 63 for the time being that Lot 63 is owned by the Initial Grantee or Northlake; and / or
  - (ii) submission in support to any plan change relating to the Adjoining Land.

## 5. Use Covenants

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5.1 The Grantor covenants in respect of any Lot:

- (a) not to use any Lot or permit the same to be used for any use other than residential purposes and not to use any Lot or permit the same to be used for any trading, industrial or commercial purposes, provided however that it is acknowledged that the use of a residential dwelling for a home enterprise use as permitted by the District Plan, use as a bed and breakfast, or the use of Lot 63 as a sales office will not be in breach of the provisions of this Instrument;
- (b) once construction of a Dwelling on a Lot has commenced, it shall:
  - (i) complete construction of the Dwelling (including all exterior cladding and painting) to a standard commensurate with the standard of a new single residential dwelling within 12 months of the commencement of construction; and
  - (ii) complete the landscaping of the Lot within 12 months after the date of completion of construction of the Dwelling;
- ↪ (c) subject to Clause 6, not to erect more than one Dwelling on any Lot;
- (d) not to permit any grass or weeds to grow to a height of more than 75 centimetres;
- (e) not to erect or place, or permit to be erected or placed any caravan, mobile home, hut or other temporary accommodation provided that the storage of mobile homes, caravans and boats is permitted on a Lot once a Dwelling has been constructed;

- (d) any Lot created following such a Subdivision must measure no less than 1,800 square metres; and
- (e) the Covenants comprised in this Instrument must apply to any new Lots created following any further subdivision provided that those new Lots may not be further Subdivided (including subdivision by amalgamation and re-subdivision) beyond the definition of that new Lot.

## **7. Fencing**

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- 7.1 For as long as any Lot is owned by the Initial Grantee, the Initial Grantee shall not be liable to contribute towards the cost of, or assist in the erection or maintenance of, any boundary or dividing fence between that Lot owned by the Initial Grantee and any contiguous Lot that is not owned by the Initial Grantee.
- 7.2 The Initial Grantee shall not be liable to contribute towards the cost of, or assist in the erection or maintenance of, any boundary or dividing fence between any Lot owned by a Grantee and any Adjoining Land owned by the Initial Grantee. For the purposes of this Clause 7.2 only, the Initial Grantee shall not include any transferee of any residential lot Subdivided out of the Adjoining Land.

## **8. Scheme Fencing**

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- 8.1 The Grantor shall not alter, replace, remove or relocate the Scheme Fence without the prior written consent of Northlake (such consent to be granted at the sole discretion of Northlake).
- 8.2 The Grantor shall not erect secondary fencing within 7 metres of the Scheme Fence or do anything that may otherwise have the effect of altering the appearance of the Scheme Fence.
- 8.3 The Grantor shall, at the Grantor's cost, keep any Scheme Fence on the Grantor's Lot in good condition and repair. At the reasonable request of Northlake, the Grantor shall replace, repair or do anything else that may be required keep the Scheme Fence in good condition and repair.
- 8.4 The covenants in this Clause 8 shall be binding on the Grantor for a period of 20 years after the date of this Instrument.

## **9. Maintenance of Landscaping**

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- 9.1 The Grantor acknowledges that the Scheme Planting is for the benefit of the Scheme of the Northlake Development.
- 9.2 The Grantor covenants to maintain the Scheme Planting on the Grantor's Lot at the Grantor's cost, and to generally keep the Scheme Planting on the Grantor's Lot neat and tidy. For the avoidance of doubt, the Grantor also covenants not to do anything that may harm or otherwise disturb any Scheme Planting that is not on the Grantor's Lot.
- 9.3 The Grantor covenants not to prevent Northlake (as attorney for the Grantee) from accessing the Grantor's Lot for the purposes of maintaining the Scheme Planting on the Servient Land.

- 9.4 The covenants in Clause 9 shall be binding on the Grantor for a period of 20 years from the date of this Instrument.

## 10. Irrigation System

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- 10.1 The Grantor and the Grantee acknowledge the presence of the Irrigation System on the Servient Land for the benefit of the Scheme Planting.
- 10.2 The Grantor covenants not to prevent Northlake (as attorney for the Grantee) from having access to and over the Grantor's Lot for the purposes of maintaining, repairing, relocating or removing the Irrigation System on the Grantor's Lot (the **Irrigation Works**).
- 10.3 The Grantor agrees that it shall not relocate, remove or interfere with the Irrigation System in any way without the prior written consent of Northlake.
- 10.4 If the Grantor in any way damages or otherwise affects the Irrigation System, the Grantor shall be responsible for promptly repairing the Irrigation System at the cost of the Grantor.
- 10.5 The covenants in Clause 10 shall be binding on the Grantor for a period of 10 years from the date of this Instrument.

## 11. Grantee Consent

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- 11.1 The Grantee acknowledges that the Grantor intends to undertake a further Subdivision as part of the Northlake Development after the date of this Instrument and intends to vest or dedicate certain parts of the Grantor's land for roads, including the roads indicatively shown as Roads 1 to 6 (inclusive) on the Scheme Plan (**Roads**) and to be shown on one or more survey plans prepared by the Grantor's surveyor (**Survey Plan**).
- 11.2 The Grantee (including its successors in title) consents to the deposit of each Survey Plan by the Grantor or any successors in title to the Grantor which has the effect of vesting any land for the Roads.
- 11.3 The Grantee acknowledges and agrees that the covenants in this Instrument shall cease to apply in respect of the land to be vested or dedicated for the Roads with effect on and from the date of deposit of the relevant Survey Plan.
- 11.4 The Grantee covenants that this Clause 11 shall be deemed to be the written consent of the Grantee to the deposit of any Survey Plan for the purposes of section 224(b)(i) of the Resource Management Act 1991.
- 11.5 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under Clauses 11.2 and 11.3 (other than deemed consent in Clause 11.3) then the Grantee will immediately, at the request of the Grantor, give that written consent and do all things necessary to procure the provision of consent by any other affected parties.

## 12. Enforcement

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- 12.1 The Grantor and Grantee acknowledge and agree that:

- (a) This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Grantor (including the covenants in Clauses 8, 9 and 10), confer benefits on Northlake and are enforceable at the suit of Northlake as well as by the parties.
  - (b) Northlake may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of the Grantee.
  - (c) The Grantee irrevocably appoints Northlake to be its attorney and in its name and at its expense to do anything which Northlake considers necessary to enforce or attempt to enforce the Grantee's rights or powers under this Instrument.
  - (d) Without limiting the appointment made in Clause 12.1(c) that appointment may specifically extend to Northlake issuing proceedings in the name of the Grantee, provided that in doing so Northlake indemnifies the Grantee against all costs arising from or incidental to those proceedings.
- 12.2 The Grantor acknowledges that the Grantee and Northlake shall not be liable to the Grantor or any future registered proprietor of the Servient Land for any loss, damage, claim or expenses (including where such loss, damage, claim and expense arises from the approval or non-approval of an application under the Design Guidelines, any failure to meet the timeframes stated in the Design Guidelines or performing any function under or in relation to the Design Guidelines) or a failure to enforce the Covenants set out in this Instrument.
- 12.3 In the event that the Grantor fails to observe and perform the Covenants set out in this Instrument, a Grantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Grantor, and the cost incurred by a Grantee in remedying the default shall be refunded by the Grantor to that Grantee upon demand.

### 13. Release

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- 13.1 With effect on and from the date the Contracting Grantor ceases to be the registered proprietor of the Servient Land (the **Transfer Date**), the Contracting Grantor shall be released from, and its successors in title shall assume, all liability for performance of the Contracting Grantor's Covenants in this Instrument and all actions, claims or proceedings that any party to this Instrument may have against the Contracting Grantor under or in respect of the Covenants in this Instrument are limited to any act or omission of the Contracting Grantor to perform the covenants in this Instrument before Transfer Date.

### 14. Costs

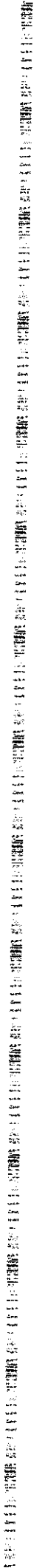
---

- 14.1 The Grantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 14.2 The Grantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

**15. Implied terms**

---

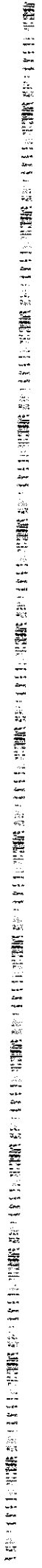
- 15.1 No covenants by the Grantor or by the Grantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.



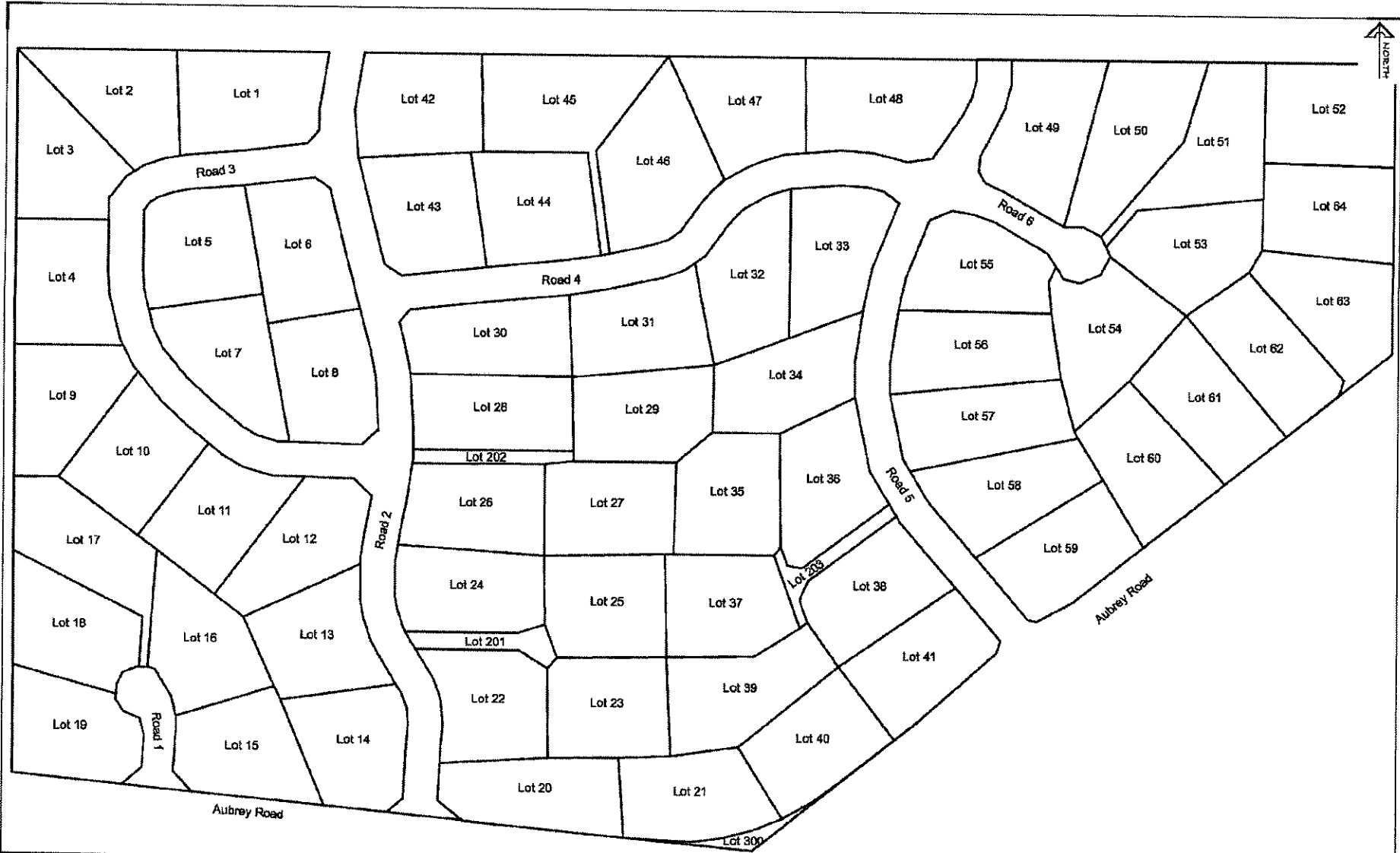
**ANNEXURE SCHEDULE 2**

**Scheme Plan**

Land Covenant - 16 December 2013 - Version 2.doc





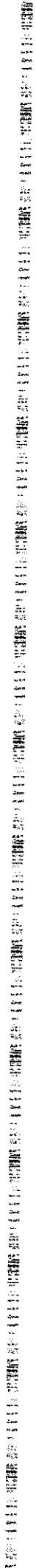


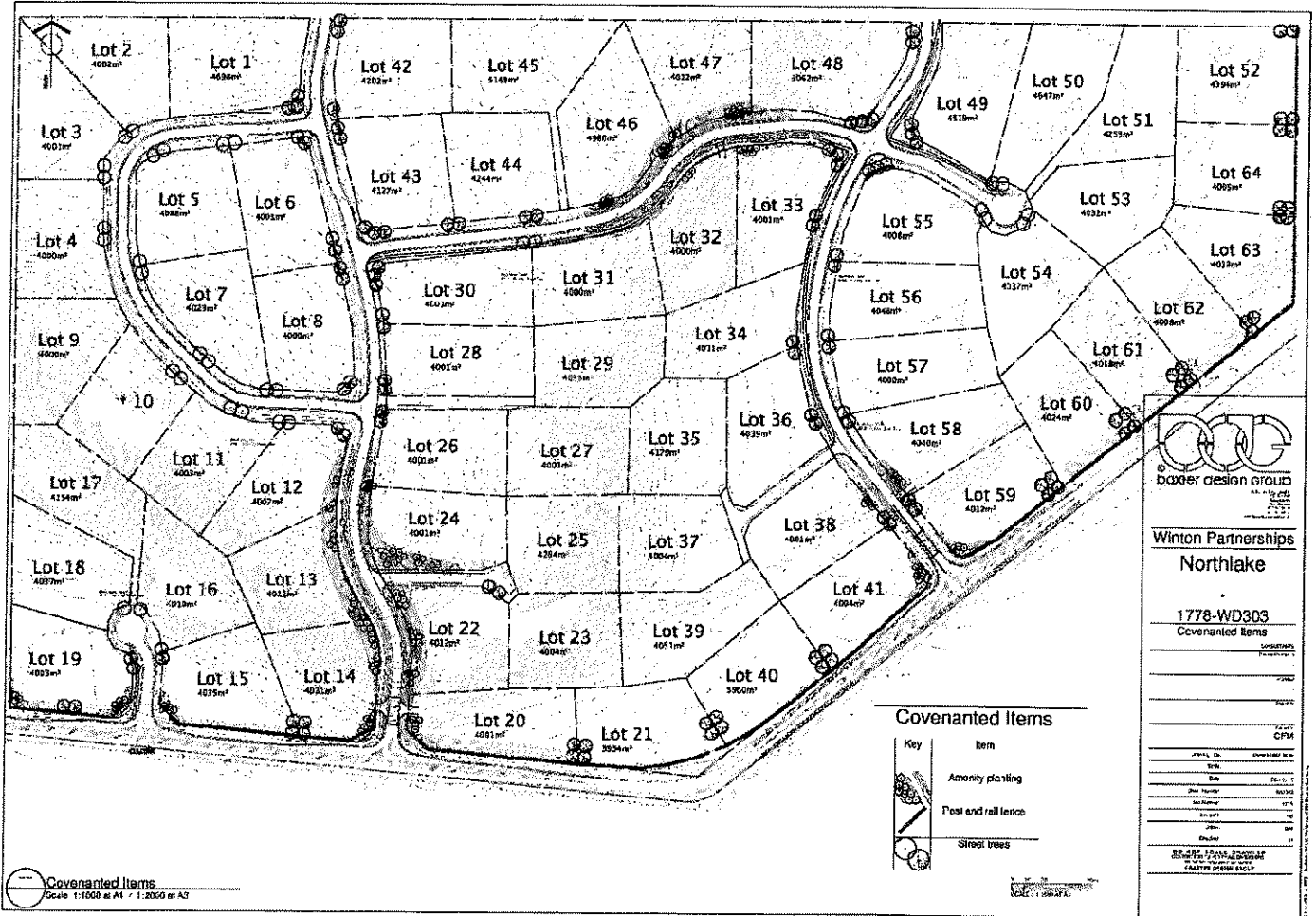
Rev.	Date	Revision Details	By

PROPOSED SUBDIVISION PARCEL BOUNDARIES

Client		M MEEHAN		Surveyed		Signed		Date		Job No.		Drawing No.	
Drawn		ETMO		Signed		Date		Scale		1:1000 @ A1		31	
Designed		Signed		Date		Client & Title		Date		1:2000 @ A3		Linda Peak 2009 & MSL	

**ANNEXURE SCHEDULE 3**  
**Scheme Planting Plan**





**IN THE MATTER** of Section 221 of the  
Resource Management Act  
1991

**AND**

**IN THE MATTER** of Subdivision Consent  
RM120710 issued by the  
Queenstown Lakes District  
Council

## **CONSENT NOTICE**

### **BACKGROUND**

- A. The Queenstown Lakes District Council, pursuant to the provision of the Resource Management Act 1991, has granted resource consent to subdivide Lot 69 DP 371470 into sixty four lots (the **Subdivision**).
- B. Queenstown Lakes District Council has granted consent RM120710 (being a variation of RM051067 to the Subdivision subject to certain conditions, which are to be complied with on a continuing basis by the owner from time to time of specified lots in the Subdivision, being those conditions specified in the Operative Part below.

### **OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the following lots in Deposited Plan 471806:

- Lots 1-8 (inclusive);
- Lots 30-31 (inclusive); and
- Lots 42-46 (inclusive);

individually any one of the above listed lots is referred to as a **Lot** and collectively, these are referred to as the **Lots**

### **CONDITIONS**

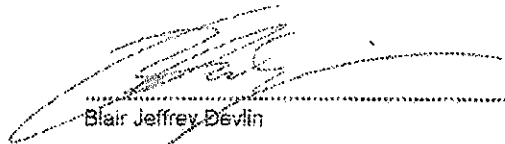
1. Electrical supplies are limited to a single phase 63 amp fused supply. This means that any large dwellings proposed to be built, which may have more demand for power supply than a 'standard' dwelling, may face additional costs if the power supply is required to be increased.

DOC REF 14187474\_1

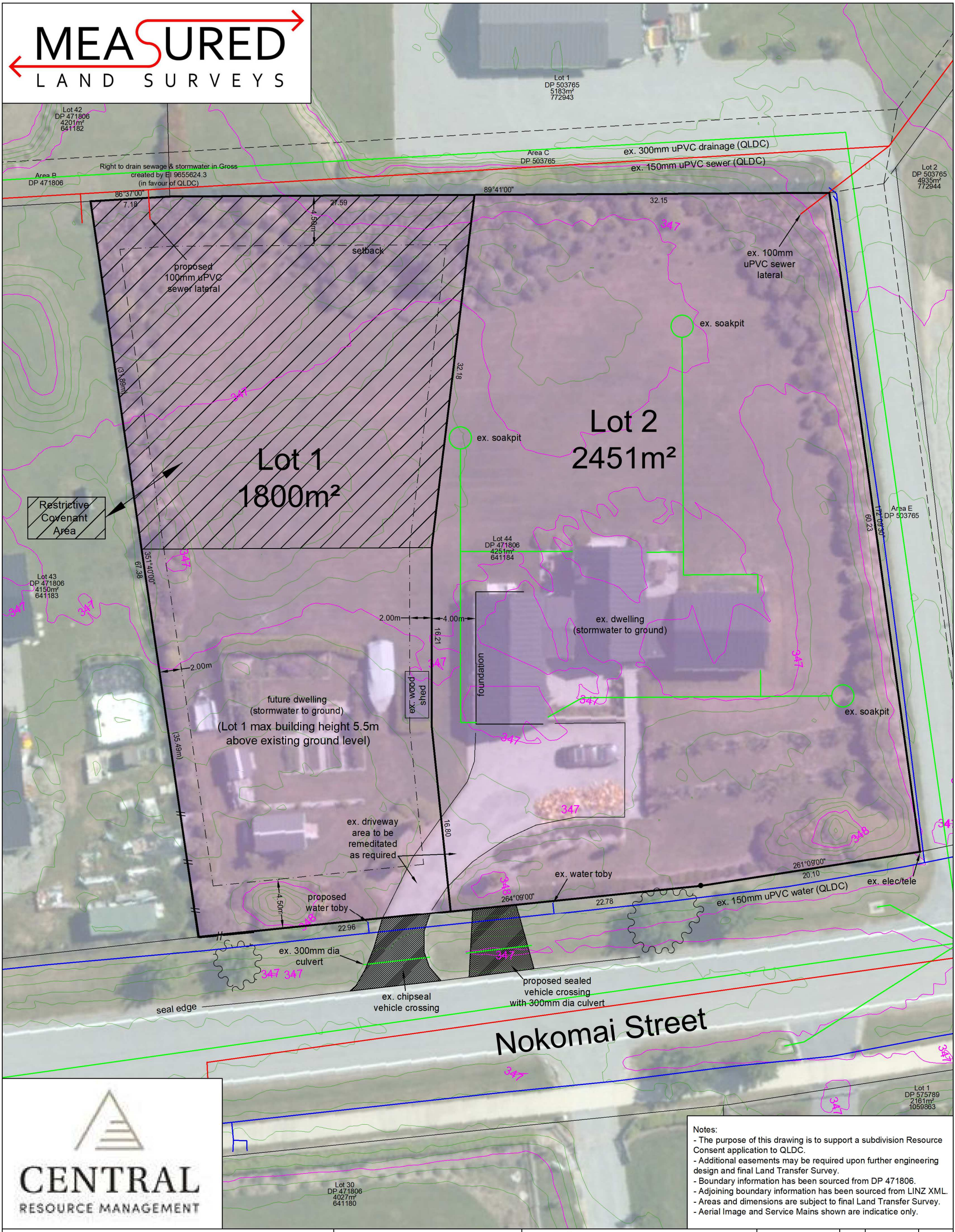
2. At the time that a dwelling is erected on any Lot then the owner for the time being is to ensure that all construction is contained within the boundaries of the Lot and that the only access to the Lot for all construction vehicles and delivery of goods to the Lot is to be from the vehicle crossing constructed at the time of the subdivision. The owner for the time being is responsible for repairing and making good any damage to any road infrastructure for the frontage of the Lot being developed or to the frontage of any other lot caused by development activities of the owner's Lot.
3. At any time that a dwelling is constructed on any Lot that does not have a vehicle crossing, the owner for the time being shall construct a crossing in accordance with the requirements of the Council applicable at the time.
4. At the time a dwelling is erected on any Lot, the owner for the time being shall engage a suitably qualified engineer to design a stormwater disposal system that is to provide stormwater disposal from all impervious areas within the site. The proposed stormwater system shall be subject to the review of Council prior to implementation.
5. At a time a dwelling is constructed on Lots 1-3, the owner for the time being may require individual sewage pumps to discharge wastewater to the reticulated network due to the existing ground levels. The owner for the time being shall be responsible for the installation of such a system and all associated costs.

Dated this 27<sup>th</sup> day of JANUARY 2014

SIGNED for and on behalf  
of the QUEENSTOWN LAKES  
DISTRICT COUNCIL by its  
Chief Executive

  
Blair Jeffrey Devlin





**Notes:**

- The purpose of this drawing is to support a subdivision Resource Consent application to QLDC.
- Additional easements may be required upon further engineering design and final Land Transfer Survey.
- Boundary information has been sourced from DP 471806.
- Adjoining boundary information has been sourced from LINZ XML.
- Areas and dimensions are subject to final Land Transfer Survey.
- Aerial Image and Service Mains shown are indicatice only.

## Scheme Plan

### Lots 1 & 2 being a Subdivision of Lot 44 DP 471806

(3 Nokomai Street, Wanaka)

Client: <b>Helmore</b>	
Scale: 1 : 300 @ A3	
Surveyed: ST 01/02/24	Drawn: ST 30/04/24

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Datum:  
**Lindis Peak 2000/NZVD 2016**

	Rev	Description	Date
	A	ORIGINAL	30/04/24
Sheet: 1 of 1		Job #: 23157_S2	Rev: A



# MEASURED

## LAND SURVEYS

- = tree - beech (existing - will need to relocate)
- = pittosporum or grisselinia
- = native mix - kamuka, olearia, grasse, hebes
- = grasses / red tussock

DP 503765  
772943

- = chip seal
- = sludge

= new

Area C  
DP 503765

Right to drain sewage & stormwater in Gross ex. 300m  
created by E1 9655024.3 ex. 150m  
(in favour of QLDC)

Lot 42  
DP 471806  
4201m<sup>2</sup>  
641182

Area B  
DP 471806

86°37'00"  
7.18

27.59

89°41'00"

32.15

4.50m

setback

proposed  
100mm uPVC  
sewer lateral

Lot 1  
1800m<sup>2</sup>  
future dwelling  
(stormwater to ground)

Lot 2  
2451m<sup>2</sup>  
ex. dwelling  
(stormwater to ground)

ex. soakpit

Lot 43  
DP 471806  
4150m<sup>2</sup>  
641183

Lot 44  
DP 471806  
4251m<sup>2</sup>  
641184

351°40'00"  
67.38

2.00m

2.00m 4.00m

ex. wood  
shed

foundation

ex. driveway  
area to be  
remediated  
as required

proposed  
water toby

ex. water toby

4.50m

22.96

264°09'00"

22.78





# AFFECTED PERSON'S APPROVAL

FORM 8A



Resource Management Act 1991 Section 95

#

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Susan and James Helmore



AFFECTED PERSON'S DETAILS

I/We LEWIS SANSON JON SANSON

Are the owners/occupiers of

4 Nokomai Street Wanaka



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Subdivide the section to create a second lot.

at the following subject site(s):

3 Nokomai St, Northlake, Wanaka



I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87 of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.

James Helmore Susan Helmore  
17-4-24



A

Name (PRINT) <i>Jan Sanson</i>	
Contact Phone / Email address <i>021340048</i>	
Signature <i>[Signature]</i>	Date <i>17/4/24</i>

B

Name (PRINT) <i>LEWIS SANSON</i>	
Contact Phone / Email address <i>021-997-992</i>	
Signature <i>[Signature]</i>	Date <i>17-4-24</i>

C

Name (PRINT)	
Contact Phone / Email address	
Signature	Date

D

Name (PRINT)	
Contact Phone / Email address	
Signature	Date

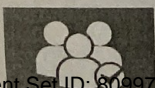
Note to person signing written approval

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.







*[Handwritten signature]*  
17/4/24

Notes:  
 - The purpose of this drawing is to support a subdivision Resource Consent application to QLDC.  
 - Additional easements may be required upon further engineering design and final Land Transfer Survey.  
 - Boundary information has been sourced from DP 471806.  
 - Adjoining boundary information has been sourced from LINZ XM.  
 - Areas and dimensions are subject to final Land Transfer Survey.  
 - Aerial Image and Service Mains shown are indicative only.


**Scheme Plan**  
 Lots 1 & 2 being a Subdivision  
 of Lot 44 DP 471806  
 (3 Nokomai Street, Wanaka)  
 Document Set ID: 609374  
 Version: 1, Version Date: 18/06/2024

Client: <b>Helmore</b>	
Scale: 1 : 300 @ A3	
Surveyed: ST 01/02/24	Drawn: ST 11/04/24

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**CSNZ**  
 CONSULTANTS IN SURVEY AND CENTRAL LAND SERVICES

Datum:  
Lindis Peak 2000/NZVD 2016

 Sheet: <b>1 of 1</b>	Rev	Description	Date
	A	ORIGINAL	11/04/24
Job #: 23157_S2	Rev: A		





# AFFECTED PERSON'S APPROVAL

FORM 8A

Resource Management Act 1991 Section 95

## # RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Susan and James Helmore

## PERSON AFFECTED PERSON'S DETAILS

I/We *Walter O'Neill, Joanna Lewis - Cyprus Trust*

Are the owners/occupiers of  
*2 Nokomai street  
Wanaka 9305*

## LIST DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

Subdivide the section to create a second lot.

*Subject to max build height. 5.5m above  
ground level as per plan for Lot 2, 3 Nokomai St.  
Wanaka.*

at the following subject site(s):

3 Nokomai St, Northlake, Wanaka

I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

## WHAT INFORMATION/PLANS HAVE YOU SIGHTED

I/We have sighted and initialled ALL plans dated and approve them.

*Attached Draft Plan From  
Central Resource Management  
ST 01/02/2024 "Helmore"*





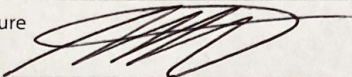
# APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

**A**

Name (PRINT) *Walter Stanley O'Neill.*

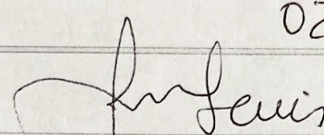
Contact Phone / Email address *022 6747 394      walo'neill@outlook.com*

Signature  Date *19/04/2024*

**B**

Name (PRINT) *Joanna Lewis*

Contact Phone / Email address *022 674 7501      serendipityvineyard@xtra.co.nz*

Signature  Date *19/04/2024*

**C**

Name (PRINT)

Contact Phone / Email address

Signature

Date

**D**

Name (PRINT)

Contact Phone / Email address

Signature

Date

Note to person signing written approval

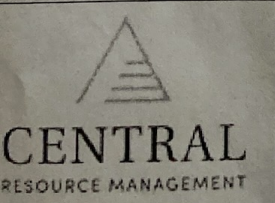
Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.





**Notes:**  
 - The purpose of this drawing is to support a subdivision Resource Consent application to QLDC.  
 - Additional assessments may be required upon further engineering design and final Land Transfer Survey.  
 - Boundary information has been sourced from DP 471806.  
 - Adjoining boundary information has been sourced from LINZ XML.  
 - Areas and dimensions are subject to final Land Transfer Survey.  
 - Aerial Image and Service Mains shown are indicative only.

**Scheme Plan**  
 Lots 1 & 2 being a Subdivision  
 of Lot 44 DP 471806  
 (3 Nokomai Street, Wanaka)  
 Document Set ID: 8099741  
 Version: 1, Version Date: 18/06/2024

Client: <b>Helmore</b>	COPYRIGHT © This drawing and parts thereof are copyright to Measured Land Surveys Limited and shall not be reused, copied or reproduced without the written permission of Measured Land Surveys Limited.	Rev: A Description: ORIGINAL Date: 11/04/24
Scale: 1:300 @ A3	 CONSULTANTS PARTNERSHIP OF SURVEY AND SPATIAL NEW ZEALAND	Sheet: 1 of 1
Surveyed: ST 01/02/24		Drawn: ST 11/04/24

20/4/24



**MEASURED**  
LAND SURVEYS



**Notes:**

- The purpose of this drawing is to support a subdivision Resource Consent application to GLDC.
- Additional assessments may be required upon further engineering design and final Land Transfer Survey.
- Boundary information has been sourced from DP 471806.
- Adjoining boundary information has been sourced from LINZ XML.
- Areas and dimensions are subject to final Land Transfer Survey.
- Aerial image and Service Mains shown are indicative only.

<p><b>Scheme Plan</b> Lots 1 &amp; 2 being a Subdivision of Lot 44 DP 471806 (3 Nokomai Street, Wanaka)</p>		<p>Client <b>Helmore</b></p>		<p>Copyright © This drawing and data remain the copyright of Measured Land Surveys Limited and are not to be copied, stored or reproduced without the prior written permission of Measured Land Surveys Limited.</p>		<p>Rev A</p> <p>Description ORIGINAL</p> <p>Date 30/04/24</p>
		<p>Scale <b>1: 300 @ A3</b></p>		<p>CSNZ CONSULTING SURVEYING AND RESOURCE MANAGEMENT</p>		
<p>Surveyed ST 01/02/24</p>		<p>Drawn ST 30/04/24</p>		<p>Date <b>Lindis Peak 2000/NZVD 2016</b></p>		<p>Job # 23157_S2</p>
						<p>Rev A</p>

*iplm*  
2/6/24

*Shur*  
02/06/2024



# AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95



RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Susan and James Helmore



AFFECTED PERSON'S DETAILS

We: Glenn McKay and Allannah McKay

The owner/occupiers of 42 Northburn Rd, Northlake, Wanaka 9305



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:  
Subdivide the section to create a second lot.

at the following subject site(s):  
3 Nokomai St, Northlake, Wanaka



I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.



I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.

Subdivision of Lot 44 DP471806  
Lot 1 & 2



### APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected, if the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT) ALLANNAH MCKAY	
	Contact Phone / Email address +61407728273 / allannah.mckay@gmail.com	
	Signature <i>A. McKay</i>	Date 02 June 2024

B	Name (PRINT) LORNA MCKAY	
	Contact Phone / Email address +61 407722438	
	Signature <i>Lorna McKay</i>	Date 2/6/24

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

**Note to person signing written approval**

Conditional written approvals cannot be accepted.  
 There is no obligation to sign this form, and no reasons need to be given.  
 If this form is not signed, the application may be notified with an opportunity for submissions.  
 If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.

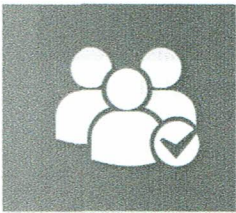


**QUEENSTOWN  
LAKES DISTRICT  
COUNCIL**

Queenstown Lakes District Council  
 Private Bag 50072, Queenstown 9348  
 Gorge Road, Queenstown 9300

P: 03 441 0499  
 E: resourceconsent@qldc.govt.nz  
 www.qldc.govt.nz





# AFFECTED PERSON'S APPROVAL



FORM 8A

Resource Management Act 1991 Section 95

## # RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #

Susan and James Helmore

## PERSONS AFFECTED PERSON'S DETAILS

I/We *Anne and Donald McLeod*

Are the owners/occupiers of  
*11 Nokomai St  
Wanaka*

## DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:  
Subdivide the section to create a second lot.

at the following subject site(s):  
3 Nokomai St, Northlake, Wanaka



I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

## WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.

*Amendment*



## APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT) Anne Frances McLeod	
	Contact Phone / Email address 027 693 7182	
	Signature Anne McLeod	Date 25/3/24

B	Name (PRINT) Donald Craig McLeod	
	Contact Phone / Email address 027 622 8370	
	Signature 	Date 25-3-24

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

Note to person signing written approval

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.







Notes:  
 - The purpose of this drawing is to support a subdivision Resource Consent application to QLDC.  
 - Additional easements may be required upon further engineering design and final Land Transfer Survey.  
 - Boundary information has been sourced from DP 471806.  
 - Adjoining boundary information has been sourced from LINZ XML.  
 - Areas and dimensions are subject to final Land Transfer Survey.  
 - Aerial image and Service Mains shown are indicative only.

**Scheme Plan**  
 Lots 1 & 2 being a Subdivision  
 of Lot 44 DP 471806  
 (3 Nokomai Street, Wanaka)

Client: <b>Helmore</b>		COPYRIGHT© This drawing and parts thereof are copyright to Measured Land Surveys Limited and shall not be re-used, copied or reproduced without the written permission of Measured Land Surveys Limited.	 Sheet: <b>1 of 1</b>	Rev	Description	Date
Scale: <b>1 : 300 @ A3</b>	Surveyed: ST 01/02/24 Drawn: ST 12/C2/24 Datum: Lindis Peak 2000/NZVD 2016			Job #: 23157_S2 Rev: A	A	ORIGINAL



**AURORA ENERGY LIMITED**  
PO Box 5140, Dunedin 9058  
PH 0800 22 00 05  
WEB [www.auroraenergy.co.nz](http://www.auroraenergy.co.nz)



22/02/2024

Mark Laming  
Power Solutions

Sent via email only: [mark@powerltd.co.nz](mailto:mark@powerltd.co.nz)

Dear Mark,

**ELECTRICITY SUPPLY AVAILABILITY FOR A PROPOSED TWO LOT SUBDIVISION.  
3 NOKOMAI STREET, WANAKA. LOT 44 DP 471806.**

Thank you for your inquiry outlining the above proposed development.

Subject to technical, legal and commercial requirements, Aurora Energy can make a Point of Supply<sup>1</sup> (PoS) available for this development.

**Disclaimer**

This letter confirms that a PoS **can** be made available. This letter **does not** imply that a PoS is available now, or that Aurora Energy will make a PoS available at its cost.

**Next Steps**

To arrange an electricity connection to the Aurora Energy network, a connection application will be required. General and technical requirements for electricity connections are contained in Aurora Energy's Network Connection Standard. Connection application forms and the Network Connection Standard are available from [www.auroraenergy.co.nz](http://www.auroraenergy.co.nz).

Yours sincerely

A handwritten signature in black ink, appearing to read "Niel Frear".

**Niel Frear**

CUSTOMER INITIATED WORKS MANAGER

---

<sup>1</sup> Point of Supply is defined in section 2(3) of the Electricity Act 1993.

# Chorus New Zealand Limited

13 February 2024

Chorus reference: 10745876

**Attention:** Kristy Jennings

**Quote: New Property Development**

**1 connections at 3 Nokomai Street , Wanaka, Queenstown-Lakes District, 9305**

**Your project reference: N/A**

Thank you for your enquiry about having Chorus network provided for the above development.

Chorus is pleased to advise that, as at the date of this letter, we are able to provide reticulation for this property development based upon the information that has been provided:

Fibre network	\$1,400.00
---------------	------------

The total contribution we would require from you is **\$1,610.00 (including GST)**. This fee is a contribution towards the overall cost that Chorus incurs to link your development to our network. This quote is valid for 90 days from 13 February 2024. This quote is conditional on you accepting a New Property Development Contract with us for the above development.

If you choose to have Chorus provide reticulation for your property development, please log back into your account and finalise your details. If there are any changes to the information you have supplied, please amend them online and a new quote will be generated. This quote is based on information given by you and any errors or omissions are your responsibility. We reserve the right to withdraw this quote and requote should we become aware of additional information that would impact the scope of this letter.

Once you would like to proceed with this quote and have confirmed all your details, we will provide you with the full New Property Development Contract, and upon confirmation you have accepted the terms and paid the required contribution, we will start on the design and then build.

For more information on what's involved in getting your development connected, visit our website [www.chorus.co.nz/develop-with-chorus](http://www.chorus.co.nz/develop-with-chorus)

Kind Regards

Chorus New Property Development Team

