



***Tasman Resource Management Plan***

**Plan Change 68**  
**Omnibus Amendments**

**Notified 14 July 2018**

**Original Submissions**  
**incl. Submitter & Submission Numbers**

**August 2018**



**Submitters  
on  
Plan Change 68  
Omnibus Amendments**

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68.16 Resource 104 Wainui West Road



COVER SHEET

Return your submission by the advertised closing date to: Environmental Policy Tasman District Council Private Bag 4, Richmond 7050 OR 189 Queen Street, Richmond OR Fax 03 543 9524 OR Email: tasmanrmp@tasman.govt.nz

Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

10/8/18

Initials: gm

Submitter No. 336

Note:

- 1. This form is only for the purpose of making a submission on the Plan. It is NOT for making a further submission (i.e. in support or opposition to an original submission) or for making a submission on a resource consent or on Council's Annual Plan.
2. It is not mandatory to use either the cover or content sheet of this form, however your submission must be in writing and provide the necessary information as indicated on the form, e.g., what is supported or opposed, the reason why and the decision sought, contact details, etc.
3. Council cannot accept a submission that does not clearly indicate what a submitter wishes Council to do (i.e. Council makes a decision to refuse, amend or accept the changes). Please include specific recommendations if amendments are sought. Council also cannot accept a submission that does not relate specifically to the Plan Change. In these cases, the submission may be considered 'Out of Scope' and may not be considered further.

Submitter Name: (organisation/individual)

GARRICK BATTEN

Representative/Contact: (if different from above)

Postal Address:

P O Box 102 BRIGHAMPTON 7051

Phone:

03 5423740

Fax:

Email:

Date:

7 August 2018

Total number of pages submitted (including this page):

2

Postal address for service of person making submission: (if different from above)

[Empty box for postal address]

Signed:

[Signature]

Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.: 68.16

Change Title/Subject: Resource 104 Wainui West Road

[x] I/we wish to be heard in support of my/our submission.

[ ] I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) [ ] Yes [x] No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

(a) adversely affects the environment; and

(b) does not relate to trade competition or the effects of trade competition?

(tick one) [ ] Yes [ ] No

07/18

Remember: Attach this Cover Sheet to as many Content Sheets as required.

**SUBMISSION FROM GARRICK BATTEN:****PC 68.16 Rezone 104 Waimea West Road, BRIGHTWATER**

This submission is to the proposal to rezone property owned by the Anglican Church at this address from Conservation zone to Rural 1/Deferred residential zone. It requests that as part of that rezoning approval, a condition be placed on the current landowners to provide legal vehicle access from Waimea West Road to its carpark and vicarage.

- 1 Currently the Church has no legal vehicle access to the carpark and vicarage entrances that it uses, and vehicles associated with the property use the right of way (ROW) access to Snowdens Bush Scenic Reserve. ①
- 2 Whilst the land is zoned as Conservation, the Church was unable to construct alternative access. Rezoning as proposed will enable it to make this provision, such as with an entry/exit onto Waimea West Road beside and immediately to the north of the cemetery.
- 3 A specific reason for the Council to address this requirement is its traffic management responsibility to reduce risk at the existing exit point from the ROW onto Waimea West road. This risk results from vehicles at the narrow exit having vision obscured of traffic approaching Brightwater. That is caused by the permanent hump in the road, and vehicles parked on the verge to avoid the problem caused by that hump from vehicles if parked on the west side of the road. There have been two vehicle accidents in the last 5 years at that point, and an unknown number previously. Traffic volume on this ROW continues to increase from increasing use of Snowdens Bush by the increasing population. Traffic on Waimea West Road as an arterial route also continues to increase.
- 4 Significant vehicle traffic associated with activities of the Community Church, and other bodies using the Hall, increases risk on the ROW for pedestrians using it to access Snowdens Bush. ROW dimensions under the TRMP rules do not allow for this increased traffic use. A new access, as well as providing a safer exit to the Church property, will also reduce those consequences. ②
- 5 Such new access is also capable of being extended to the hedged boundary on the west of the Scenic Reserve, that will also have the same essential need and benefit as #3 above for Snowdens Bush traffic with an alternative access.

PC 68.16

SUBMISSION BY GARRICK BATTEN

64A Waimea West Road Brightwater

There have been two previous attempts to remove the Conservation zoning from the Right of Way accessing Snowdens Bush from Waimea West Road. Both have been recommended to be refused by staff based on incomplete understanding of the legal status of the RoW. Under the RoW title, adjoining landowners have rights reserved to them from the original sale of Snowdens Bush land to the Crown, with permanent right of occupation and enjoyment, to the extent of controlling visitors.

Those landowners were not consulted for the imposition of Conservation zoning over the RoW. That zoning imposes restrictions greater than for Residential zoning by requiring buildings to be set back at least 10m from any boundary (17.11.2.1(e)). This setback is more than twice the distance from a road boundary applied to Residential zones, yet applies to the RoW boundary that the landowner has rights over. The stormwater discharge conditions (17.11.2.1(g)) could have potential problems for the RoW entitlement. In addition, land uses that do not comply with TRMP rules are discretionary and require a resource consent. This is endorsed in the S32 Report on Conservation zoning "... landowners are heavily constrained in all activities undertaken under TRMP rules... a resource consent is required for most activities". DoC who also use the RoW has advised that any land use not carried out by the Crown on this RoW would require a resource consent. Such consent requirement is unnecessary and onerous with no benefit to landowners. Nor does it have any benefit to ratepayers generally, that is the purpose of the TRMP. It should be noted that DoC does not require conservation zoning for the RoW as it is covered under their Scenic Reserve status.

Although this submission could be considered as Out of Scope for this Plan Change, we seek the Council to use it as the place to now best reconsider the matter for logical and administrative reasons, given that it is associated with the property subject to this Plan Change. We seek Council to not accept the previous and current incomplete advice from staff, and to accept that conservation zoning over this RoW is irrelevant, unnecessary, and places unacceptable limits on the rights of adjoining landowners with rights to the RoW. We seek the Council to remove that current conservation zoning.

2

**Pam Meadows**

**Subject:** FW: Submissions on PC68

-----Original Message-----

From: Maxine Day  
 Sent: Tuesday, 14 August 2018 1:55 p.m.  
 To: Pam Meadows <Pam.Meadows@tasman.govt.nz>  
 Subject: FW: Submissions on PC68

-----Original Message-----

From: Garrick Batten <caprinex@xtra.co.nz>  
 Sent: Tuesday, 14 August 2018 1:28 p.m.  
 To: Maxine Day <Maxine.Day@tasman.govt.nz>  
 Subject: Re: Submissions on PC68

Thank you Maxine - apologies for causing you extra work to cope with these inadequacies. I wasn't aware there was a second sheet to complete, or the need to fit a submission into your legal framework. I hope that the following is now clear.

\_Submission on Rezoning 104 Waimea West Road \_Submission for vehicle access as stated was conditional on rezoning approval. If that is to be couched in approval, then that is what is submitted. ①

\_Submission on rezoning of right of way

\_The submission as stated is to remove the conservation zoning. If that is required to be part of plan change approval, then that is submitted. ②

Happy to clarify further if needed.

By the way, we may have been at cross-purposes at the BGW meeting last week. I understood that if the Church decided to sell off the land after rezoning as Rural 1 land, the land could be built on and the new owner could use their own water supply.

Kind regards  
 Garrick Batten

On 14/08/2018 12:43 PM, Maxine Day wrote:

- >
- > Hello Garrick,
- >
- > Thanks for your submission but unfortunately you didn't complete the
- > second sheet of the submission form. Due to legal requirements for
- > particular information to be included in a submission on a plan
- > change, we must have a clear statement on what decision you are
- > seeking from the Council. With regard to the proposed rezoning of 104
- > Waimea West Road, I have broadly inferred your first submission is
- > seeking Council 'approves the Plan Change, subject to an amendment to
- > provide for vehicle access'.
- >
- > For the second submission, I believe you are also seeking 'an approval
- > of the plan change with amendment to rezone the access leg into



> Snowden's Bush Reserve'.  
>

> Can you please confirm that these are broadly the decisions you are  
> seeking from Council?  
>

> Many thanks  
>

> Maxine  
>

> Maxine Day

> Team Leader - Urban & Rural Development Policy

> \*DDI\* 03 543 8531 | Maxine.Day@tasman.govt.nz

> <mailto:Maxine.Day@tasman.govt.nz>

> Private Bag 4, Richmond 7050, NZ

> Logo <<http://www.tasman.govt.nz>>

> Facebook <<https://www.facebook.com/tasmandistrictcouncil>> Twitter

> <<http://www.twitter.com/tasmandc>>

>

> This e-mail message and any attached files may contain confidential

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> you are not the intended recipient, please delete.  
>  
>

1445 ✓  
Rec'd 6/8/18  
ggm



DOCDM-5544627

3 August 2018

Environmental Policy  
Tasman District Council  
Private Bag 4, Richmond 7050

Attention: Maxine Day

Dear Maxine,

**Plan Change 68 to the Tasman Resource Management Plan**

Please find enclosed the submission by the Director-General of Conservation in respect of Plan Change 68.

Please contact Nardia Yozin in the first instance if you wish to discuss any of the matters raised in this submission (027 205 3129 or via [nyozin@doc.govt.nz](mailto:nyozin@doc.govt.nz)).

Yours sincerely

Mark Townsend  
Operations Manager  
Motueka, Northern South Island

Department of Conservation *Te Papa Atawhai*  
Christchurch Shared Services  
Private Bag 4715, Christchurch Mail Centre, Christchurch 8140, New Zealand  
[www.doc.govt.nz](http://www.doc.govt.nz)

**RESOURCE MANAGEMENT ACT 1991**

**SUBMISSION ON A CHANGE TO THE TASMAN RESOURCE MANAGEMENT PLAN**

**TO:** Tasman District Council

**SUBMISSION ON:** Plan Change 68 to the Tasman Resource Management Plan

**NAME:** Lou Sanson  
Director-General of Conservation

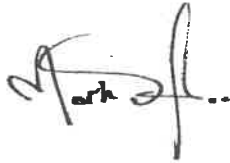
**ADDRESS:** RMA Shared Services  
Department of Conservation  
Private Bag 4715  
Christchurch Mail Centre 8140  
Attn: Nardia Yozin

**STATEMENT OF SUBMISSION BY THE DIRECTOR-GENERAL OF THE  
DEPARTMENT OF CONSERVATION**

Pursuant to clause 6 of the First Schedule of the Resource Management Act 1991 (RMA), I Mark Townsend, Conservation Partnerships Manager, Motueka, acting upon delegated authority from the Director-General of the Department of Conservation, make the following submission to Tasman District Council.

1. This is a submission on Proposed Plan Change 68 to the Tasman Resource Management Plan (TRMP).
2. The specific provisions of Proposed Plan Change 68 that my submission relates to are set out in Attachment 1 to this submission. In summary, I support the identified Plan Change 68 provisions which are considered necessary to ensure that the TRMP is internally consistent with regards to the zoning of public conservation land (PCL) and the application of the Conservation Zone provisions of the TRMP.
4. I seek the following decision from the Council:
  - 4.1 Retain the particular provisions of Proposed Plan Change 68 that I support, as identified in Attachment 1.
  - 4.2 Further or alternative relief to like effect to that sought in 4.1 above.

5. I wish to be heard in support of my submission and if others make a similar submission, I will consider presenting a joint case with them at the hearing.



Mark Townsend  
Operation Manager  
Motueka, Northern South Island

Pursuant to delegated authority  
On behalf of  
Lou Sanson  
Director-General of Conservation

Date: 3 August 2018

Note: A copy of the Instrument of Delegation may be inspected at the Director-General's office at Conservation House Whare Kaupapa Atawhai, 18/32 Manners Street, Wellington 6011.

**ATTACHMENT 1:**

**PROPOSED PLAN CHANGE 68 – Tasman Resource Management Plan  
SUBMISSION BY THE DIRECTOR-GENERAL OF CONSERVATION**

The specific provisions that my submission relates to are set out in Attachment 1. My submissions are set out immediately following these headings, together with the reason and the decision I seek from the Council.

In summary, unless specified in each submission point, my reasons for supporting are that the proposed Plan Changes provide clarity and consistency in the Tasman Resource Management Plan (TRMP) that the purpose of public conservation land (PCL) is appropriately rezoned to be in the Conservation Zone. This will enable the provisions of the TRMP in relation to the Conservation Zone to be appropriately applied to PCL as required, rather than Rural 2 zoned provisions.

PC REF	PLAN PROVISION	POSITION AND REASON	RELIEF SOUGHT
Plan Change Topic 68.13: Rezoning Conservation land	PC68 Map 1: Whanganui Inlet and Kaihoka Lakes areas: TRMP Maps 2 and 4	That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.  It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.	Retain as notified.
Plan Change Topic 68.13: Rezoning Conservation land	PC68 Map 2: Milnthorpe Park Scenic Reserve: TRMP Maps 5 and 72	That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.  It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.	Retain as notified.
Plan Change Topic 68.13: Rezoning	PC68 Map 3: Motupipi: TRMP Maps 10 and 51	That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it	Retain as notified.

DOC/DM-5544627

1 → 2

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4

PC REF	PLAN PROVISION	POSITION AND REASON	RELIEF SOUGHT
Conservation land		<p>reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.</p> <p>It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.</p>	
Plan Change Topic 68.13: Rezoning Conservation land	<p>PC68 Map 4: Awaroa Beach: TRMP Maps 11 and 79</p>	<p>That the rezoning of public conservation land (PCL) from Rural Residential Close Zone to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.</p> <p>It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.</p>	<p>Retain as notified.</p>
Plan Change Topic 68.13: Rezoning Conservation land	<p>PC68 Map 4a: Awaroa: TRMP Maps 10 and 11</p>	<p>That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.</p> <p>It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.</p>	<p>Retain as notified.</p>
Plan Change Topic 68.13: Rezoning Conservation land	<p>PC68 Map 5: Marahau: TRMP Maps 15 and 82</p>	<p>That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.</p> <p>It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.</p>	<p>Retain as notified.</p>

5

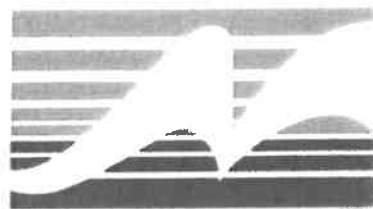
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7

8

PC REF	PLAN PROVISION	POSITION AND REASON	RELIEF SOUGHT
Plan Change Topic 68.13: Rezoning Conservation land	PC68 Map 6: Takaka Hill: TRMP Maps 14	<p>That the rezoning of public conservation land (PCL) from Rural 2 to Conservation Zone is appropriate as it reflects that the PCL is owned or administered by the Department of Conservation (DOC) and it owned or managed for conservation purposes as outlined in the Conservation Act 1987.</p> <p>It also means that all PCL is consistently zoned and managed throughout the Tasman District for the purpose that the land is held.</p>	Retain as notified.

TE WAIORA



Nelson Marlborough  
Health

Rec'd  
14/8/18 *OPM*

Late  
(Reason  
provided)

# Tasman District Council Proposed Plan Changes 68 Omnibus Amendments

**13 August 2017**

For more information please contact:

Jane Murray

NMDHB Public Health Service

Email: [jane.murray@nmdhb.govt.nz](mailto:jane.murray@nmdhb.govt.nz)

Phone: (03) 543 7805

*281 Queen St, Richmond*

*PO Box 647, Nelson*



### Submitter details

1. Nelson Marlborough Health (Nelson Marlborough District Health Board) (NMH) is a key organisation involved in the health and wellbeing of the people within Te Tau Ihu. NMH appreciates the opportunity to comment from a public health perspective on the Tasman District Council's Proposed Plan Changes 68 Omnibus Amendments.
2. NMH makes this submission in recognition of its responsibilities to improve, promote and protect the health of people and communities under the New Zealand Public Health and Disability Act 2000 and the Health Act 1956.
3. This submission sets out particular matters of interest and concern to NMH.

### Specific Comments

4. **Plan Change Topic 68.2: Odour and Dust provision review.** NMH supports the proposed changes that will align the District Plan provisions relating to odour and dust to the best practice guidance from the Ministry for the Environment (2016). ①
5. **Plan Change Topic 68.4: Update References to Iwi Management Plans.** NMH supports the proposed changes to replace the term "have regard to" with "take into account" as per amendments to RMA Section 66. ②
6. **Plan Change Topic 68.14: Overlay adjustment Fire Ban and Fire Sensitive Areas.** NMH supports the extent of the Fire Ban and Fire Sensitive Areas to reflect the extended urban boundaries. Smoke and odour can cause significant adverse effects and these changes mitigate these effects. ③

### Conclusion

7. NMH thanks the Tasman District Council for the opportunity to comment on the Proposed Plan Changes 68 Omnibus Amendments.
8. NMH **does not wish to be heard** in support of its submission.

Yours sincerely



Peter Bramley  
**Chief Executive**  
 peter.bramley@nmhs.govt.nz

Rec'd 10/8/18  
JPM  
3650

10 August 2018



**landmark life** Ltd  
RESOURCE MANAGEMENT

Landmark Life Ltd  
PO Box 345 Hatton 7040  
Phone 03 477 0822  
Mobile 03 477 0822  
Email [info@landmarklife.co.nz](mailto:info@landmarklife.co.nz)  
www.landmarklife.co.nz

Tasman District Council  
Private Bag 4  
Richmond 7040

**Submission on Plan Change 68 : Omnibus Amendments**  
Submitter – *Network Tasman Ltd*

Please find attached submissions in regard to Plan Change 68 on behalf of Network Tasman Limited.

The submitter wishes to be heard in support of these submissions.

**1. INTRODUCTION**

- 1.1 Network Tasman Ltd (NTL) has an interest in rules and plan provisions that relate to network utilities within the Tasman District.
- 1.2 The rules within "Section 16.6 Network Utilities and Public Works", particularly the permitted rule 16.6.2.1 is complex and deals with a wide range of potential network utilities. There are also a wide range of terms used, many of which are not defined. Interpretation of the rules against the kind of activities that are commonly undertaken by the submitter is difficult, time consuming and costly.
- 1.3 It is sought that the opportunity be taken to provide some consequential amendments that will improve the understandability, usefulness and certainty of the rule.

**2 SPECIFIC SUBMISSIONS AND RELIEF SOUGHT**

- 2.1 Specific submissions and relief sought are addressed in the table below.
- 2.2 The existing Plan Change 68 wording is shown in red. Suggested amendments are shown in blue underline or ~~strikethrough~~.

Please contact me if you have any further queries.

**Jeremy Butler**  
**Landmark Life Limited**  
*Resource Management Consultant*

Relief sought clarified as:  
"Retain the Plan Change, subject to the amendments requested" as per email of 16 August.

Subm #	Provision or topic	Submission	Relief sought:
<b>Plan Change Topic 68.3 - Clarify Application of Network Utility Rules</b>			
1	Rule 16.6.2.1 – Condition (g)	<p>PC68 does not propose any amendments to this condition. However, it is considered that consequential amendments are required for readability and consistency with the following conditions of the rule</p> <p>It is also considered that there should be a definition for “support structures”. Electricity poles and pylons are often referred to as support structures for conductors (power lines).</p>	<p>Suggested amendments:</p> <p>(g) All structures associated with any network utility or public work above ground, other than support structures or as provided for in (h), (i) or (j):</p> <p>(i) do not exceed 50 square metres in ground floor area;</p> <p>(ii) do not exceed the permitted building height in the zone in which they are located;</p> <p>except that this condition does not apply to the upgrading of existing overhead lines as provided for in the Plan’s definition of upgrading.</p>
2	Meaning of Words	Insert definition of “support structures” that includes	Definition to include poles, pylons and other structures that support electricity conductors.
3	Rule 16.6.2.1 – Condition (i)	The condition does not make sense for many network utilities	<del>Piped</del> Network utilities have a gauge pressure of less than 2,000 kilopascals.
4	Rule 16.6.2.1 – Condition (j)	<p>Support (conditional)</p> <p>There is significant uncertainty in the applicability of this rule due to the lack of definitions around the various structures. It is unclear where the support structures for electricity conductors (power lines) fit within this condition.</p> <p>It is therefore sought to be explicit that power poles are subject to this rule.</p> <p><b>An alternative approach would be to provide a definition for a pole which, for the purposes of the network utility rules, includes support poles for electricity conductors.</b></p>	<p>(j) Any free-standing tower, mast, pole, line, aerial, or antenna and attached infrastructure does not exceed a height of 10 metres and (excluding the antenna and attached infrastructure) a diameter of 1m. and Infrastructure (such as antenna, shrouds, lights or other equipment) attached to a free standing tower, mast or pole, does not exceed a horizontal or vertical cross-sectional area of 4 square metres measured around a notional outline of the external parts of the infrastructure, except for the following:</p> <p>(i) This condition does not apply to the upgrading of existing overhead lines as provided for in the Plan’s definition of upgrading.</p> <p>(ii) In the Industrial zones, Mixed Business Zone and the Rural</p>

Further, it is noted that there are important zones which have been omitted. The Mixed Business Zone in particular appears to have been omitted. The MBZ is a zone that allows for a wide range of activities including industrial and commercial activities. It is unclear why it is not represented in the tables with a maximum pole height that is equivalent to Industrial zones and the Rural Industrial Zone. Similarly, with Rural 1 and 2 zones, and Central Business Zone identified in the final table of the condition, it seems appropriate that the Rural 3 Zone should also be included.

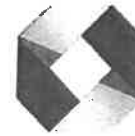
(5)

Industrial Zone, the zone height applies, except that for slimline, self-supporting masts or poles (including single or double poles that are support structures for electricity conductors) and attached infrastructure, the following provisions apply:

Zone	Maximum Height	Maximum Diameter	Minimum Setback from any Zone Boundary
Industrial	20m	1m	3m
Mixed Business	20m	1m	3m
Rural Industrial	25m	1m	3m

(iii) In the Rural 1, Rural 2 and Central Business zones, slimline, self-supporting masts or poles (including single or double poles that are support structures for electricity conductors) may exceed the maximum height of 10 meters if they comply with the following:

Zone	Maximum Height	Maximum Diameter	Minimum Separation Distance from a Dwelling	Minimum Setback from a Residential Zone Boundary
Rural 1	25m	1m	10m	3m
Rural 2	25m	1m	10m	3m
Rural 3	25m	1m	10m	3m
Central Business	20m	450mm	—	3m



3981  
Rec'd  
13/8/18  
*RJM*

**ROUT MILNER FITCHETT**  
BARRISTERS & SOLICITORS

13 August 2018

Tasman District Council  
**BY FAX:** 03 543 9524  
**AND BY EMAIL:** info@tasman.govt.nz

Dear Sir/Madam,

**RE: PROPOSED CHANGE 68; OMNIBUS AMENDMENTS – SUBMISSIONS  
ON BEHALF OF NELSON DIOCESAN TRUST BOARD RE  
BRIGHTWATER STRATEGIC REVIEW**

We act for Nelson Diocesan Trust Board which is interested in Plan Change 57 now incorporated in Proposed Change 68: Omnibus Amendments, submissions for which close today.

Please find **attached** submissions on behalf of our client.

Please do not hesitate to contact us if you require anything further.

Yours faithfully  
Rout Milner Fitchett

**Rob Fitchett**  
Partner  
rob@rmf-law.co.nz

### Submissions on Proposed Change 68: Omnibus Amendments

1. Nelson Diocesan Trust Board (the "Submitter") supports the proposals described in 5.16.1 of the Proposed Plan Change 68 Omnibus Amendments section 32 Evaluation Report (the "Report").
2. The Submitter supports the adoption of Option 1 described in 5.16.2 of the Report and notes that this is the recommendation made in the Report.
3. The Submitter agrees with the benefits described in <sup>5</sup>6.16.3 of the Report and submits that the Costs are overstated and that there are additional benefits to those described. The Submitter has attached a draft copy of an agreement designed to guard against the described "Risk of Acting or Not Acting Based on Adequacy of Information".
4. The Submitter opposes any decision whereby privately owned land is zoned Conservation. Such designation is not appropriate.
5. The Submitter proposes that the balance land proposed not to be rezoned "Rural 1 deferred Residential Zone" remain as Conservation Zone and be vested in the Department of Conservation or, failing agreement, Tasman District Council, on the condition that:
  - a. The transfer of the land is subject to the adoption of proposed Plan Change 68 Omnibus Amendments as recommended in the Report;
  - b. Tasman District Council waive all development contributions and reserve area contributions on the proposed subdivision and zone change;
  - c. Tasman District Council waive any reserve contributions in respect of the next subsequent subdivision of the land to be rezoned;
  - d. Department of Conservation grant a right of way over the formed access way in favour of the Submitter to allow for public access to the church, cemetery and associated grounds and buildings.
6. The Submitter **attaches** hereto a draft agreement for sale and purchase of the land intended to remain zoned Conservation. This Agreement has been circulated to Department of Conservation staff and the proposal has received a positive response from representatives.

①-③

④

⑤

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE:

VENDOR: Nelson Diocesan Trust Board

PURCHASER: The Department of Conservation

and/or nominee

The vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement: Yes/No

**PROPERTY**  
 Address: 68 Waimea West Road, Brightwater

Estate: **FEE SIMPLE**    **LEASEHOLD**    **STRATUM IN FREEHOLD**    **STRATUM IN LEASEHOLD**  
           **CROSSLEASE (FEE SIMPLE)**    **CROSSLEASE (LEASEHOLD)**    (fee simple if none is deleted)

Legal Description:  
**Area (more or less):** 2.2106 Hectares (subject to subdivision, the offered land being more thoroughly described in clause 19 of the further terms)  
**Lot/Flat/Unit:** Part Section 33 Waimea South District  
**DP:**  
**Unique Identifier or CT:** NL 62/57 (subject to subdivision)

**PAYMENT OF PURCHASE PRICE**  
 Purchase price: \$1.00

Plus GST (if any) OR Inclusive of GST (if any)  
 (if neither is deleted, the purchase price includes GST (if any).  
 GST date (refer clause 14.0):

Deposit (refer clause 2.0): \$ NIL

Balance of purchase price to be paid or satisfied as follows:  
 (1) By payment in cleared funds on the settlement date which is the date pursuant to clause 3.18  
 OR  
 (2) In the manner described in the Further Terms of Sale.

Interest rate for late settlement:                      % p.a.

**CONDITIONS (refer clause 10.0)**

Finance condition	LIM required: (refer clause 10.2)	Yes/No
Lender:	Building report required: (refer clause 10.3)	Yes/No
Amount required:	OIA Consent required: (refer clause 10.4)	Yes/No
Finance date:	Land Act/OIA date:	

**TENANCIES (if any)**  
 Name of tenant:

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Bond:                      Rent:                      Term:                      Right of renewal:

**SALE BY:** PRIVATE TREATY

Licensed Real Estate Agent under Real Estate Agents Act 2008

It is agreed that the vendor sells and the purchaser purchases the property, and the chattels listed in Schedule 2, on the terms set out above and in the General Terms of Sale and any Further Terms of Sale.

## GENERAL TERMS OF SALE

### 1.0 Definitions, time for performance, notices, and interpretation

#### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- (2) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (3) "Building Act" means the Building Act 1991 and/or the Building Act 2004.
- (4) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.
- (5) "Cleared funds" means:
  - (a) An electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines; or
  - (b) A bank cheque, but only in the circumstances permitted by the PLS Guidelines and only if it has been paid strictly in accordance with the requirements set out in the PLS Guidelines.
- (6) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (7) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (8) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (9) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (10) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.
- (11) "LINZ" means Land Information New Zealand.
- (12) "Local authority" means a territorial authority or a regional council.
- (13) "OIA Consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (14) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the Property Transactions and E-Dealing Practice Guidelines prepared by the Property Law Section of the New Zealand Law Society.
- (15) "Property" means the property described in this agreement.
- (16) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (17) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (18) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under subclause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (19) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (20) "Settlement date" means the date specified as such in this agreement.
- (21) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (22) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (23) "Unit title" means a unit title under the Unit Titles Act 2010.
- (24) The terms "principal unit", "accessory unit", "owner", "unit plan", and "unit" have the meanings ascribed to those terms in the Unit Titles Act 2010.
- (25) The term "rules" includes both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.
- (26) The terms "building", "building consent", "code compliance certificate", "compliance schedule", "household unit", and "commercial on-seller" have the meanings ascribed to those terms in the Building Act.
- (27) The term "title" includes where appropriate a computer register within the meaning of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.
- (28) The terms "going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", and "taxable activity" have the meanings ascribed to those terms in the GST Act.
- (29) The terms "tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 1952.
- (30) The terms "associated person", "conveyancer", "residential land purchase amount", "offshore RLWT person", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- (31) The term "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (32) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of subclause 10.2(2) the 15th day of January) in the following year, both days inclusive; and
  - (d) the day observed as the anniversary of any province in which the property is situated.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.
- (33) Unless a contrary intention appears on the front page or elsewhere in this agreement:
  - (a) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
  - (b) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

#### 1.2 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for subclause 1.2(2).

#### 1.3 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (b) on the party or on the party's lawyer:
    - (i) by personal delivery; or
    - (ii) by posting by ordinary mail; or
    - (iii) by facsimile; or
    - (iv) by email; or
    - (v) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in subclause 1.3(3)(b), a notice is deemed to have been served:
  - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
  - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - (c) in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office;
  - (d) in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;



- (e) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
- (f) in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.
- (6) In accordance with section 222 of the Contract and Commercial Law Act 2017, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.

1.4 Interpretation

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale, the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.

2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties and/or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until:
  - (1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and
  - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and
  - (3) where the property is a unit title:
    - (a) a pre-settlement disclosure statement, certified correct by the body corporate, under section 147 of the Unit Titles Act 2010; and
    - (b) an additional disclosure statement under section 148 of the Unit Titles Act 2010 (if requested by the purchaser within the time prescribed in section 148(2)).
 have been provided to the purchaser by the vendor within the times prescribed in those sections or otherwise the purchaser has given notice under section 149(2) of the Unit Titles Act 2010 to postpone the settlement date until after the disclosure statements have been provided; or
  - (4) this agreement is cancelled pursuant to subclause 6.2(3)(c) or avoided pursuant to subclause 10.8(5) or, where the property is a unit title and the purchaser having the right to cancel this agreement pursuant to section 151(2) of the Unit Titles Act 2010 has cancelled this agreement pursuant to that section, or has waived the right to cancel by giving notice to the vendor, or by completing settlement of the purchase.

3.0 Possession and Settlement

Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
  - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, chattels and fixtures which are included in the sale; and
  - (2) to re-enter the property on or before the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property and the chattels and the fixtures;
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- 3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.

Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer a reasonable time prior to the settlement date.
  - 3.6 The purchaser's lawyer shall:
    - (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
    - (2) prior to settlement:
      - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
      - (b) certify and sign the transfer instrument.
  - 3.7 The vendor's lawyer shall:
    - (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
    - (2) prior to settlement:
      - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
      - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
  - 3.8 On the settlement date:
    - (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under subclause 3.12 or 3.14);
    - (2) the vendor's lawyer shall immediately thereafter:
      - (a) release or procure the release of the transfer instrument and the other instruments mentioned in subclause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
      - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in subclause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
      - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement.
  - 3.9 All obligations under subclause 3.8 are interdependent.
  - 3.10 The parties shall complete settlement by way of remote settlement, provided that where payment by bank cheque is permitted under the PLS Guidelines, payment may be made by the personal delivery of a bank cheque to the vendor's lawyer's office, so long as it is accompanied by the undertaking from the purchaser's lawyer required by those Guidelines.
- Last Minute Settlement
- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last minute settlement"), the purchaser shall pay the vendor:
    - (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last minute settlement; and
    - (2) if the day following the last minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

## Purchaser Default: Late Settlement

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this subclause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
  - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
    - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
    - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to subclause 3.12(1).
- 3.13 Where subclause 3.12(1) applies and the parties are unable to agree upon any amount claimed by the vendor for additional expenses and damages:
- (1) an interim amount shall on settlement be paid to a stakeholder by the purchaser until the amount payable is determined;
  - (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
  - (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
  - (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
  - (6) the amount determined to be payable shall not be limited by the interim amount; and
  - (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

## Vendor Default: Late Settlement or Failure to Give Possession

- 3.14 (1) For the purposes of this subclause 3.14:
- (a) the default period means:
    - (i) in subclause 3.14(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and
    - (ii) in subclause 3.14(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
    - (iii) in subclause 3.14(5), the period from the settlement date until the date when settlement occurs; and
  - (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
- (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
  - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
    - (i) any withholding tax; and
    - (ii) any bank or legal administration fees and commission charges; and
    - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period. A purchaser in possession under this subclause 3.14(3) is a licensee only.
- (4) Notwithstanding the provisions of subclause 3.14(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of subclause 3.14(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted (then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in subclause 3.14(2)(b) during the default period.
- (6) The provisions of this subclause 3.14 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) Where the parties are unable to agree upon any amount payable under this subclause 3.14:
- (a) an interim amount shall on settlement be paid to a stakeholder by the party against whom it is claimed until the amount payable is determined;
  - (b) the interim amount shall be the lower of:
    - (i) the amount claimed; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date.
  - (c) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (d) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
  - (e) the amount determined to be payable shall not be limited by the interim amount; and
  - (f) if the parties cannot agree on a stakeholder the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

## Deferment of Settlement and Possession

- 3.15 If
- (1) this is an agreement for the sale by a commercial or seller of a household unit; and
  - (2) a code compliance certificate has not been issued by the settlement date in relation to the household unit,
- then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).
- 3.16 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.17 If
- (1) the property is a unit title;
  - (2) the settlement date is deferred pursuant to either subclause 3.15 or subclause 3.16; and
  - (3) the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with the warranty by the vendor in subclause 9.2(3),
- then the vendor may extend the settlement date:
- (a) where there is a deferment of the settlement date pursuant to subclause 3.15, to the tenth working day following the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice; or
  - (b) where there is a deferment of the settlement date pursuant to subclause 3.16, to the tenth working day following the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.

## 3.18 (1) Where

- (a) the transfer of the property is to be registered against a new title yet to be issued; and
  - (b) a search copy, as defined in section 172A of the Land Transfer Act 1952, of that title is not obtainable by the tenth working day prior to the settlement date,
  - (c) then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day following the later of the date on which:
    - (i) the vendor has given the purchaser notice that a search copy is obtainable; or
    - ~~(ii) the requisitions procedure under clause 6.0 is complete.~~
- (2) Subclause 3.18(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to deposit and title to the property to issue.

## 4.0 Residential Land Withholding Tax

- 4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
- (1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
    - (a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property; and
    - (b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount;
  - (2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any; and
  - (3) any payments payable by the purchaser or account of the purchase price shall be deemed to have been paid to the extent that:
    - (a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules; and
    - (b) any costs payable by the vendor under subclause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.
- 4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under subclause 4.1(1), then the purchaser may:
- (1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information; or
  - (2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this subclause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.
- 4.3 If pursuant to subclause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
- (1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner; and
  - (2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.
- 4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to subclause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.
- 4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
- (1) the costs payable by the vendor under subclause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct; and
  - (2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.

## 5.0 Risk and insurance

- 5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.
- 5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
- (1) if the destruction or damage has been sufficient to render the property untenable and is untenable on the settlement date, the purchaser may:
    - (a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover; or
    - (b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation;
  - (2) if the property is not untenable on the settlement date the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair;
  - (3) in the case of a property zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenable where the diminution in value exceeds an amount equal to 20% of the purchase price; and
  - (4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in subclause 8.4 for when an amount of compensation is disputed.
- 5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.

## 6.0 Title, boundaries and requisitions

- 6.1 The vendor shall not be bound to point out the boundaries of the property except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any associated rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title ~~except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~
- ~~(a) the tenth working day after the date of this agreement; or~~
  - ~~(b) the settlement date.~~
- (2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title ~~except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 172A of the Land Transfer Act 1952 is obtainable.~~
- ~~(3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:~~
- ~~(a) the vendor shall notify the purchaser (a vendor's notice) of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;~~
  - ~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;~~
  - ~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement;~~
- ~~(4) In the event of cancellation under subclause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.~~
- 6.3 (1) If the title to the property being sold is a cross lease title or a unit title and there are:
- (a) in the case of a cross lease title:
    - (i) alterations to the external dimensions of any leased structure; or
    - (ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted user covenant;
  - (b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be);
- then the purchaser may requisition the title under subclause 6.2 requiring the vendor:
- (c) in the case of a cross lease title, to deposit a new plan depicting the buildings or structures and register a new cross lease or cross leases (as the case may be) and any other ancillary dealings in order to convey good title; or
  - (d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.

(2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.

~~6.4 Except as provided by sections 36 to 42 of the Contract and Commercial Law Act 2017, no error, omission, or misdescription of the property or the title shall enable the purchaser to cancel this agreement but compensation, if claimed by notice before settlement in accordance with subclause 6.4 but not otherwise, shall be made or given as the case may require.~~

6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

## 7.0 Vendor's warranties and undertakings

7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:

- (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:
  - (a) from any local or government authority or other statutory body; or
  - (b) under the Resource Management Act 1991; or
  - (c) from any tenant of the property; or
  - (d) from any other party; or
- (2) given any consent or waiver,

which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.

7.2 The vendor warrants and undertakes that at settlement:

- (1) The chattels and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted) but failure so to deliver them shall only create a right of compensation.
- (2) All electrical and other installations on the property are free of any charge whatsoever.
- (3) There are no arrears of rates, water rates or charges outstanding on the property.
- (4) Where an allowance has been made by the vendor in the settlement statement for incomes receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
- (5) Where the vendor has done or caused or permitted to be done on the property any works:
  - (a) any permit, resource consent, or building consent required by law was obtained; and
  - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
  - (c) where appropriate, a code compliance certificate was issued for those works.
- (6) Where under the Building Act any building on the property sold requires a compliance schedule:
  - (a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
  - (b) the building has a current building warrant of fitness; and
  - (c) the vendor is not aware of any reason that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.
- (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
- (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
  - (a) from any local or government authority or other statutory body; or
  - (b) under the Resource Management Act 1991; or
  - (c) from any tenant of the property; or
  - (d) from any other party,

has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.

(9) Any chattels included in the sale are the unencumbered property of the vendor.

7.3 If the property is or includes part only of a building, the warranty and undertaking in subclause 7.2(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:

- (1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building;
- (2) the building has a current building warrant of fitness; and
- (3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.

7.4 The vendor warrants and undertakes that on or immediately after settlement:

- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
- (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
- (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
- (4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.

7.5 If the purchaser has not validly cancelled this agreement, the breach of any warranty or undertaking contained in this agreement does not defer the obligation to settle but that obligation shall be subject to the rights of the purchaser at law or in equity, including any rights under subclause 6.4 and any right of equitable set-off.

## 8.0 Claims for compensation

8.1 If the purchaser claims a right to compensation either under subclause 6.4 or for an equitable set-off:

- (1) the purchaser must serve notice of the claim on the vendor on or before the last working day prior to settlement; and
- (2) the notice must:
  - (a) in the case of a claim for compensation under subclause 6.4, state the particular error, omission, or misdescription of the property or title in respect of which compensation is claimed;
  - (b) in the case of a claim to an equitable set-off, state the particular matters in respect of which compensation is claimed;
  - (c) comprise a genuine pre-estimate of the loss suffered by the purchaser; and
  - (d) be particularised and quantified to the extent reasonably possible as at the date of the notice.

8.2 For the purposes of subclause 8.1(1), "settlement" means the date for settlement fixed by this agreement unless, by reason of the conduct or omission of the vendor, the purchaser is unable to give notice by that date, in which case notice may be given on or before the last working day prior to the date for settlement fixed by a valid settlement notice served by either party pursuant to subclause 11.1.

8.3 If the amount of compensation is agreed, it shall be deducted on settlement.

8.4 If the amount of compensation is disputed:

- (1) an interim amount shall be deducted on settlement and paid by the purchaser to a stakeholder until the amount of the compensation is determined;
- (2) the interim amount must be a reasonable sum having regard to all of the circumstances;
- (3) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the New Zealand Law Society;
- (4) the stakeholder shall lodge the interim amount on interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
- (5) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount;
- (6) the amount of compensation determined to be payable shall not be limited by the interim amount; and
- (7) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the New Zealand Law Society.

8.5 The procedures prescribed in subclauses 8.1 to 8.4 shall not prevent either party taking proceedings for the specific performance of the contract.

**9.0 Unit title and cross lease provisions****Unit Titles**

- 9.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act 2010 ("the Act") require the vendor to provide to the purchaser a pre-contract disclosure statement, a pre-settlement disclosure statement and, if so requested by the purchaser, an additional disclosure statement.
- 9.2 If the property is a unit title, the vendor warrants and undertakes as follows:
- (1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct.
  - (2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate that have not been disclosed in writing to the purchaser.
  - (3) Not less than five working days before the settlement date, the vendor will provide:
    - (a) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Act; and
    - (b) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Act. Any periodic contributions to the operating account shown in that pre-settlement disclosure statement shall be apportioned. There shall be no apportionment of contributions to any long-term maintenance fund, contingency fund or capital improvement fund.
  - (4) There are no other amounts owing by the owner under any provision of the Act or the Unit Titles Act 1972.
  - (5) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.
  - (6) No order or declaration has been made by any Court against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
  - (7) The vendor has no knowledge or notice of any fact which might give rise to or indicate the possibility of:
    - (a) the owner or the purchaser incurring any other liability under any provision of the Act or the Unit Titles Act 1972; or
    - (b) any proceedings being instituted by or against the body corporate; or
    - (c) any order or declaration being sought against the body corporate or the owner under any provision of the Act or the Unit Titles Act 1972.
  - (8) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules which have not been disclosed in writing to the purchaser.
  - (9) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property which has not been disclosed in writing to the purchaser.
  - (10) No resolution has been passed and no application has been made, and the vendor has no knowledge of any proposal for:
    - (a) the transfer of the whole or any part of the common property;
    - (b) the addition of any land to the common property;
    - (c) the cancellation of the unit plan; or
    - (d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, which has not been disclosed in writing to the purchaser.
- (11) As at settlement, all contributions and other moneys payable by the vendor to the body corporate have been paid in full.
- 9.3 If the property is a unit title, in addition to the purchaser's rights under sections 149 and 150 of the Act, and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 in accordance with the requirements of subclause 9.2(3), the purchaser may:
- (1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser; or
  - (2) elect that settlement shall still take place on the settlement date.
- 9.4 If the property is a unit title, each party specifies that:
- (1) the facsimile number of the office of that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Act; and
  - (2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Act.
- 9.5 If the property is a unit title, any costs owing by the purchaser to the vendor pursuant to section 148(5) of the Act for providing an additional disclosure statement shall be included in the moneys payable by the purchaser, on settlement pursuant to subclause 3.8(1). Such costs may be deducted from the deposit if the purchaser becomes entitled to a refund of the deposit upon cancellation or avoidance of this agreement.

**Unauthorised Structures – Cross Leases and Unit Titles**

- 9.6 (1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without:
- (a) in the case of a cross lease title, any required lessors' consent; or
  - (b) in the case of a unit title, any required body corporate consent,
- the purchaser may demand within the period expiring on the earlier of:
- (i) the tenth working day after the date of this agreement; or
  - (ii) the settlement date,
- that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.
- (2) Should the vendor be unwilling or unable to obtain a current consent then the procedure set out in subclauses 6.2(3) and 6.2(4) shall apply with the purchaser's demand under subclause 9.6(1) being deemed to be an objection and requisition.

**10.0 Conditions and mortgage terms****Particular Conditions**

- 10.1 If particulars of any finance condition(s) are inserted on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance in terms of those particulars on or before the finance date.
- 10.2 (1) If the purchaser has indicated on the front page of this agreement that a LIM is required:
- (a) that LIM is to be obtained by the purchaser at the purchaser's cost;
  - (b) the purchaser is to request the LIM on or before the fifth working day after the date of this agreement; and
  - (c) this agreement is conditional upon the purchaser approving that LIM provided that such approval must not be unreasonably or arbitrarily withheld.
- (2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the fifteenth working day after the date of this agreement stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the fifteenth working day after the date of this agreement and the vendor does not give an extension when requested, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the fifth working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.
- (4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the tenth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of subclause 10.8(5) shall apply.
- (5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.
- 10.3 If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the tenth working day after the date of this agreement a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment. The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods. Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report. The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent. If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to subclause 10.8(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.
- 10.4 (1) If the purchaser has indicated on the front page of this agreement that OIA Consent is required, this agreement is conditional upon OIA Consent being obtained on or before the Land Act/OIA date shown on the front page of this agreement, the purchaser being responsible for payment of the application fee.
- (2) If the purchaser has indicated on the front page of this agreement that OIA Consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA Consent.
- 10.5 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is subject to the vendor obtaining the necessary consent by the Land Act/OIA date shown on the front page of this agreement.
- 10.6 If the Land Act/OIA date is not shown on the front page of this agreement that date shall be the settlement date or a date 65 working days from the date of this agreement whichever is the sooner.
- 10.7 If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.

## Operation of Conditions

- 10.8 If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:
- (1) The condition shall be a condition subsequent.
  - (2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.
  - (3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.
  - (4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.
  - (5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.
  - (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

## Mortgage Terms

- 10.9 Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.
- 10.10 If the vendor is to advance mortgage moneys to the purchaser then, unless otherwise stated, the mortgage shall be in the appropriate "fixed sum" form currently being published by Auckland District Law Society Incorporated.

## 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.  
 (2) The settlement notice shall be effective only if the party serving it is at the time of service either in all material respects ready, able, and willing to proceed to settle in accordance with this agreement or is not so ready, able, and willing to settle only by reason of the default or omission of the other party.  
 (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to subclause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:  
 (1) on or before the twelfth working day after the date of service of the notice; or  
 (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive,  
 time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.  
 (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.  
 (3) The vendor may give a settlement notice with a notice under this subclause.  
 (4) For the purpose of this subclause, a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to subclause 11.1(3):  
 (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:  
 (a) sue the purchaser for specific performance; or  
 (b) cancel this agreement by notice and pursue either or both of the following remedies namely:  
 (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or  
 (ii) sue the purchaser for damages.  
 (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.  
 (3) The damages claimable by the vendor under subclause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona-fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:  
 (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and  
 (b) all costs and expenses reasonably incurred in any resale or attempted resale; and  
 (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.  
 (4) Any surplus money arising from a resale as aforesaid shall be retained by the vendor.
- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:  
 (1) sue the vendor for specific performance; or  
 (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without giving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready and able to settle upon the expiry of that notice.

## 12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
  - (2) settlement;
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

## 13.0 Agent

- 13.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor appoints as the vendor's agent to effect the sale. The vendor shall pay the agent's charges including GST for affecting such sale.
- 13.2 The agent may provide statistical data relating to the sale to the Real Estate Institute of New Zealand Incorporated.

## 14.0 Goods and Services Tax

- 14.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:  
 (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and  
 (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 3.8(1).
- 14.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 14.3 The vendor warrants that any dwelling and curtilage or part thereof supplied on sale of the property are not a supply to which section 5(16) of the GST Act applies.

- 14.4 (1) Without prejudice to the vendor's rights and remedies under subclause 14.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this subclause shall be deemed the settlement date for the purposes of subclause 11.1.
- (3) The vendor may give a settlement notice under subclause 11.1 with a notice under this subclause.

### 15.0 Zero-rating

- 15.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement is correct at the date of this agreement.
- 15.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 15.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 15.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 15.5 If any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, the purchaser shall notify the vendor of the altered particulars and of any other relevant particulars in Schedule 1 which may not have been completed by the purchaser as soon as practicable and in any event no later than two working days before settlement. The purchaser warrants that any altered or added particulars will be correct as at the date of the purchaser's notification. If the GST treatment of the supply under this agreement should be altered as a result of the altered or added particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 15.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 15.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in subclauses 15.3 and 15.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.

### 16.0 Supply of a Going Concern

- 16.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated herein:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 16.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 14.0 of this agreement shall apply.

### 17.0 Limitation of Liability

- 17.1 If any person enters into this agreement as trustee of a trust, then:
- (1) That person warrants that:
    - (a) the person has power to enter into this agreement under the terms of the trust;
    - (b) the person has properly signed this agreement in accordance with the terms of the trust;
    - (c) the person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this agreement; and
    - (d) all of the persons who are trustees of the trust have approved entry into this agreement;
  - (2) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this agreement will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

### 18.0 Counterparts

- 18.1 This agreement may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same agreement. A party may enter into this agreement by signing a counterpart copy and sending it to the other party, including by facsimile or e-mail.

## FURTHER TERMS OF SALE

### 19.0 Definition of land

19.1 Both parties agree that the land comprised in Certificate of Title NL62/57 will be subdivided into three proposed lots, shown as 1, 2 and 3 on the attached plan.

19.1 The parties agree that the land shown in the attached plan and described as Lot 3 only will be land sold under this agreement. The proposed Lots 1 and 2 will remain owned by the vendor.

19.2 The area of the Property shown in the attached plan is approximate only and is subject to adjustment on final survey and approval of the subdivision plan, no compensation will be payable to the purchaser and the vendor shall not be liable for any adjustment required by the final survey or approval of the subdivision plan.

### 20.0 Tasman District Council Approval

20.1 This agreement is conditional on the Tasman District Council's approval of the proposed Lot 2 being zoned: "Rural 1 Deferred Residential" and their approval as to the subdivision of the land to the vendor's satisfaction on or before 30 June 2019.

20.3 This agreement is conditional on the Tasman District Council waiving, for the proposed subdivision:

- any Reserve Fund Contribution, and
- any Development Levy.

And waiving any Reserve Fund Contribution on the first subsequent subdivision (if any) of Lot 2.

20.4 All waivers under Clause 20.3 must be received in writing by the vendor on or before 30 June 2019.

### 21.0 Costs

21.1 In consideration of the purchaser transferring Lot 3 to the purchaser for \$1.00, all costs of the boundary adjustment, subdivision and the rezoning of the Separate Land up to a maximum of \$20,000.00 are to be borne by the purchaser. This includes all reasonable costs incurred by the vendor in completing any transaction contemplated in this agreement.

### 22.0 Right of Way

22.1 As part of settlement the purchaser undertakes to formalise the access way currently used by the vendor to access NL62/57 (also the proposed Lot 1) over CT NL83/116 by registering a right of way over the formed access on terms described in the Land Transfer Regulations 2002 and Property Law Act 2007, such right of way to be appurtenant to the proposed Lot 1.



**SCHEDULE 1**

**(GST Information – see clause 15.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

**Section 1**

1.	The vendor's registration number (if already registered):	
2.	Part of the property is being used as a principal place of residence at the date of this agreement. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No
3.	The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/No
4.	The purchaser intends at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 3 and 4 is "No", go to question 7

5.	The purchaser's details are as follows: (a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
6.	The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). <b>OR</b> The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No  Yes/No
7.	The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	Yes/No

If the answer to question 7 is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.

**Section 2**

8.	The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
9.	The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No

If the answer to either or both of questions 8 and 9 is "No", there is no need to complete this Schedule any further.

10.	The nominee's details (if known to the purchaser) are as follows: (a) Full name:	
	(b) Address:	
	(c) Registration number (if already registered):	
11.	The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption). <b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop").	Yes/No  Yes/No

**SCHEDULE 2**

List all chattels included in the sale  
(strike out or add as applicable)

~~Stove~~      ~~Fixed floor coverings~~      ~~Blinds~~      ~~Curtains~~      ~~Light fittings~~

DRAFT

**WARNING** (This warning does not form part of this agreement)

This is a binding contract. Read the information set out on the back page before signing.

**Acknowledgements**

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Agents Authority.

Where this agreement relates to the sale of a unit title property, the purchaser acknowledges that the purchaser has been provided with a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010.

Signature of Purchaser(s):

Signature of Vendor(s):

\_\_\_\_\_  
Director / Trustee / Authorised Signatory / Attorney\*  
Delete the options that do not apply  
If no option is deleted, the signatory is signing in their personal capacity

\_\_\_\_\_  
Director / Trustee / Authorised Signatory / Attorney\*  
Delete the options that do not apply  
If no option is deleted, the signatory is signing in their personal capacity

\_\_\_\_\_  
Director / Trustee / Authorised Signatory / Attorney\*  
Delete the options that do not apply  
If no option is deleted, the signatory is signing in their personal capacity

\_\_\_\_\_  
Director / Trustee / Authorised Signatory / Attorney\*  
Delete the options that do not apply  
If no option is deleted, the signatory is signing in their personal capacity

\*If this agreement is signed under:

- (i) a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- (ii) an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed by [full name of the donor] by his or her Attorney [attorney's signature].

**BEFORE SIGNING THE AGREEMENT**

**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

© This form is copyright to the Real Estate Institute of New Zealand Incorporated and Auckland District Law Society Incorporated

- It is recommended both parties seek professional advice before signing. This is especially so if:
  - there are any doubts. Once signed, this will be a binding contract with only restricted rights of termination.
  - property such as a hotel or a farm is being sold. The agreement is designed primarily for the sale of residential and commercial property.
  - the property is vacant land in the process of being subdivided or there is a new unit title or cross lease to be issued. In these cases additional clauses may need to be inserted.
  - there is any doubt as to the position of the boundaries.
  - the purchaser wishes to check the weathertightness and soundness of construction of any dwellings or other buildings on the land.
- The purchaser should investigate the status of the property under the Council's District Plan. The property and those around it are affected by zoning and other planning provisions regulating their use and future development.
- The purchaser should investigate whether necessary permits, consents and code compliance certificates have been obtained from the Council where building works have been carried out. This investigation can be assisted by obtaining a LIM from the Council.
- The purchaser should compare the title plans against the physical location of existing structures where the property is a unit title or cross lease. Structures or alterations to structures not shown on the plans may result in the title being defective.
- In the case of a unit title, before the purchaser enters into the agreement:
  - the vendor must provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act 2010;
  - the purchaser should check the minutes of the past meetings of the body corporate, enquire whether there are any issues affecting the units and/or the common property, check the body corporate's long term maintenance plan and enquire whether the body corporate has imposed or proposed levies for a long term maintenance fund or any other fund for the maintenance of, or remedial or other work to, the common property.
- The vendor should ensure the warranties and undertakings in clauses 7.0 and 9.0:
  - are able to be complied with; and if not
  - the applicable warranty is deleted from the agreement and any appropriate disclosure is made to the purchaser.
- Both parties should ensure the chattels list in Schedule 2 is accurate.
- Before signing this agreement, both parties should seek professional advice regarding the GST treatment of the transaction. This depends upon the GST information supplied by the parties and could change before settlement if that information changes.

**DATE:**

**VENDOR:**  
Nelson Diocesan Trust Board

Contact Details:

**VENDOR'S LAWYERS:**

Firm: Rout Milner Fitchett

Individual Acting:

Contact Details:

**PURCHASER:**  
Department of Conservation

Contact Details:

**PURCHASER'S LAWYERS:**

Firm:

Individual Acting:

Contact Details:

**THE ABOVE NOTES ARE NOT PART OF THIS AGREEMENT AND ARE NOT A COMPLETE LIST OF MATTERS WHICH ARE IMPORTANT IN CONSIDERING THE LEGAL CONSEQUENCES OF THIS AGREEMENT.**

**PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.**

**THE PURCHASER IS ENTITLED TO A COPY OF ANY SIGNED OFFER AT THE TIME IT IS MADE.**

**LICENSED REAL ESTATE AGENT:**

Agent's Name:

Manager:

Salesperson:

Contact Details:



# Top of the South Maps

## Legend

Property Address

Place Names



Property at Subdivision Stage 223

Road Labels



Property Boundary

State Highway



Scale: 1:2,000 @A4

13 August 2018

N



The map is an approximate representation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Tasman District Council and Nelson City Council, their employees, agents and contractors will not be liable for any costs, damages or loss suffered as a result of the data or plan, and no warranty or representation of any kind is given as to the accuracy or completeness of the information represented. Top of the South Maps information is licensed under a Creative Commons Attribution 3.0 New Zealand License, and the use of any data or plan or any information downloaded must be in accordance with the terms of that licence. Cadastral and NZTopo50 related data is sourced from Land Information New Zealand

**COVER SHEET**



Return your submission by the advertised closing date to:  
Environmental Policy  
Tasman District Council  
Private Bag 4, Richmond 7050 OR  
189 Queen Street, Richmond OR  
Fax 03 543 9524 OR  
Email: tasmanrmp@tasman.govt.nz

# Submission on a Change to the Tasman Resource Management Plan (TRMP)

**OFFICE USE**

Date received stamp:

13/8/18

Initials: ajm

Submitter No. 4065

**Note:**

1. This form is only for the purpose of making a submission on the Plan. It is NOT for making a further submission (i.e. in support or opposition to an original submission) or for making a submission on a resource consent or on Council's Annual Plan.
2. It is not mandatory to use either the cover or content sheet of this form, however your submission must be in writing and provide the necessary information as indicated on the form, e.g., what is supported or opposed, the reason why and the decision sought, contact details, etc.
3. Council cannot accept a submission that does not clearly indicate what a submitter wishes Council to do (i.e. Council makes a decision to refuse, amend or accept the changes). Please include specific recommendations if amendments are sought. Council also cannot accept a submission that does not relate specifically to the Plan Change. In these cases, the submission may be considered 'Out of Scope' and may not be considered further.

Submitter Name: Port Tarakohe Services Ltd  
(organisation/individual)

Representative/Contact: Dan Hames  
(if different from above)

Postal Address:  
499 Abel Tasman Drive  
Takaka  
7183

Phone: 027 250 2960

Fax:

Email: danielhames@porttarakohe.nz

Date: 12 August 2018

Postal address for service of person making submission:  
(if different from above)

Total number of pages submitted (including this page): 2

Signed: [Signature]  
Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

**IMPORTANT – Please state:**

This submission relates to Change No.: Plan Change 68

Change Title/Subject: PC Topic 68.8 - Heritage Sites in the Coastal Environment Area

- I/we wish to be heard in support of my/our submission.
- I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one)  Yes  No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

- (a) adversely affects the environment; and
  - (b) does not relate to trade competition or the effects of trade competition?
- (tick one)  Yes  No

Remember: Attach this Cover Sheet to as many Content Sheets as required.

07/18

# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET

Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).  
For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.

Sheet No.

1

OFFICE USE Submitter Number: 4065

<p>My submission relates to TRMP provision or map numbers:</p>	<p><input type="checkbox"/> I support the Plan Change  <input checked="" type="checkbox"/> I support in part the Plan Change  <input type="checkbox"/> I oppose the Plan Change</p> <p>AND</p> <p>The aspect of the provisions I support or oppose, together with reasons, are:</p> <p>State the nature of each submission point and indicate whether you:</p> <ul style="list-style-type: none"> <li>• support or oppose the provision or wish to have it amended; and</li> <li>• the reasons for your view</li> </ul>	<p>I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:</p> <p>For each submission point/provision number, state, specifically, what changes you would like to see.</p>	<p>OFFICE USE Submission No.</p>
<p><b>Example:</b></p>			
<p>17.5.3.1(ca)(iii)</p> <p>PC Topic 68.8: Heritage Sites in the Coastal Environment Area</p> <p>Rule 18.11.3.1 - Addition of the following matter of control: (3A) The effects on a site of cultural significance to Maori.</p>	<p>I oppose the restriction of ... because ...</p> <p>Port Tarakohe Services Ltd (PTSL) supports in part the proposed addition of a new matter of control for buildings in the Coastal Environment Area section of the TRMP. This new proposed matter (Rule 18.11.3.1 (3A)) requires Council to assess "The effects on a site of cultural significance to Maori".</p> <p>PTSL has no issues with the intent of the rule to align with restricted discretionary activities and create consistency in the TRMP (as stated Council's Section 32 report). It will also ensure unlisted sites have an increased degree of protection which is entirely appropriate. However, PTSL's concern relates to the scope of what is considered "culturally significant" to Maori and how far-reaching or implicating a controlled-activity consent condition maybe. This is bearing in mind that this particular type of controlled-activity consent must be granted, with appropriate conditions and processed without notification.</p> <p>PTSL would like clarification from Council on the type and scope of conditions that may be imposed if a site is deemed to be "culturally significant", and how far-reaching or implicating these conditions could be. Controlled activities are provided for in the TRMP to give some certainty to both applicants and decision-makers. PTSL's concern is that a new building that meets the controlled-activity criteria may have unfair, undue or excessive conditions exerted through this new matter of control. These conditions, if not policed appropriately, could provide levels of uncertainty to an application which is not the aim or principle of controlled activity criteria. There is also concern over what is considered "culturally significant" as there is no definition in the TRMP, so again, this creates uncertainty.</p>	<p>Delete and replace condition 17.5.3.1(ca)(iii) with:</p> <p>PTSL seeks that Council retain the proposed amendment - Rule 18.11.3.1 (3A). However PTSL requests clarification around the scope and potential implications of consent conditions relating to this proposed matter of control. This is all the more important considering there is no definition in the TRMP for what is deemed "culturally significant" and therefore it has a very broad meaning. This has the potential of creating large uncertainty for applicants and decision-makers alike, which is not the intent of controlled activities under the Resource Management Act 1991.</p>	<p>①</p>

13243 Hethouse Creative

Feel free to contact us:



Tasman District Council  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

Richmond  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400  
 Fax 03 543 9524

Murchison  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

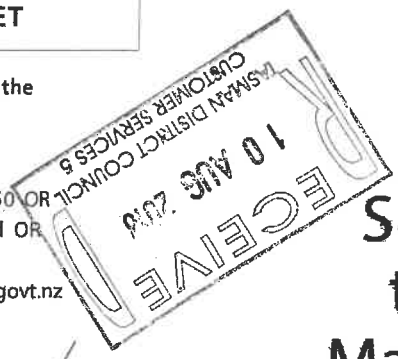
Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972

COVER SHEET



Return your submission by the advertised closing date to: Environmental Policy Tasman District Council Private Bag 4, Richmond 7050 OR 189 Queen Street, Richmond OR Fax 03 543 9524 OR Email: tasmanrmp@tasman.govt.nz



Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

10/8/18

Initials: [Signature] Submitter No. 4154

Note:

- 1. This form is only for the purpose of making a submission on the Plan. It is NOT for making a further submission (i.e. in support or opposition to an original submission) or for making a submission on a resource consent or on Council's Annual Plan.
2. It is not mandatory to use either the cover or content sheet of this form, however your submission must be in writing and provide the necessary information as indicated on the form, e.g., what is supported or opposed, the reason why and the decision sought, contact details, etc.
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Peter Carmody

Submitter Name: (organisation/individual)

Representative/Contact: (if different from above)

Postal Address:

17 Bryant Road Brightwater Tasman District 7022

Phone: 027 27 44 911

Fax:

Email: carmodyfamily@xtra.co.nz

Date: 09th August 2018

Postal address for service of person making submission: (if different from above)

Total number of pages submitted (including this page):

Signed: [Signature] Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.: Proposed Change

Change Title/Subject: Proposed Change 68: Omnibus Amendments

- I/we wish to be heard in support of my/our submission.
I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) Yes No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

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

(tick one) Yes No

07/18

Remember: Attach this Cover Sheet to as many Content Sheets as required.

# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET

Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).  
 For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.

Sheet No. 2

OFFICE USE Submitter Number: 4154

My submission relates to TRMP provision or map numbers:

- I support the Plan Change
- I support in part the Plan Change
- I oppose the Plan Change

AND  
 The aspect of the provisions I support or oppose, together with reasons, are:

State the nature of each submission point and indicate whether you:  
 • support or oppose the provision or wish to have it amended; and  
 • the reasons for your view

I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:

For each submission point/provision number, state, specifically, what changes you would like to see.

OFFICE USE  
 Submission No.

**Example:**

17.5.3.1(ca)(iii)

I oppose the restriction of ... because ...

Delete and replace condition 17.5.3.1(ca)(iii) with:

As a resident of the Brightwater community for the last 30 years I feel I am in a good position to comment on the all round benefits should the TDC give their consent and allow the application for the proposed change to be accepted in total fullness of the application.

More than anything the community at large is the main beneficiary not just in the amount of land to be gifted and able to be used for recreation, relaxation etc. but more importantly the ability for the Church to be able to continue its' very important Ministry in these very troubled times where many, many people and not just religious people are in need of the support and comfort the Church and it's people offer to those who are in need.  
 The needs of the many outweigh the needs of the few, or the one.

Now that there are many Rural Ministrys which are suffering through declining numbers the Church can't just rely on just their congregation to get it through its financial responsibilities. It is unimaginable to think of Brightwater without a resident Pastor and its Church.

I am not a member of this Church but I come from a professional background where everyday and never more so than today and tomorrow and the next day will I see people in such desparate need of companionship from their fellow human beings often the first port of call being the local Pastor knocking at their door offering to help or point them in the right direction.

I truly believe the Church is being very generous in its offer considering all the benefits to the Community especially given the little for what it is asking for in return.

Thank you  
 Peter Carmody

①

Feel free to contact us:



Tasman District Council  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

Richmond  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400  
 Fax 03 543 9524

Murchison  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972



4155



COVER SHEET

Return your submission by the advertised closing date to: Environmental Policy Tasman District Council Private Bag 4, Richmond 7050 OR 189 Queen Street, Richmond OR Fax 03 543 9524 OR Email: tasmanrmp@tasman.govt.nz

Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

13/8/18

Initials: [Signature] Submitter No. 4155

Note:

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2. It is not mandatory to use either the cover or content sheet of this form, however your submission must be in writing and provide the necessary information as indicated on the form, e.g., what is supported or opposed, the reason why and the decision sought, contact details, etc.
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Submitter Name: Chris Fraser (organisation/individual)

Representative/Contact: (if different from above)

Postal Address: 81 Waimea West Road Brightwater 7022

Phone: 542 3286 Fax: Email: weetbix63@xtra.co.nz Date: 12-08-2018

Postal address for service of person making submission: (if different from above)

Total number of pages submitted (including this page): Signed: Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.: 68

Change Title/Subject: Proposed Change 68: Omnibus Amendments

- I/we wish to be heard in support of my/our submission.
I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) Yes No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

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

(tick one) Yes No

Remember: Attach this Cover Sheet to as many Content Sheets as required.

07/18

# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET


**Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).**  
**For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.**

Sheet No. 4155

OFFICE USE Submitter Number:

My submission relates to TRMP provision or map numbers:	<input type="checkbox"/> I support the Plan Change <input checked="" type="checkbox"/> I support in part the Plan Change <input type="checkbox"/> I oppose the Plan Change AND The aspect of the provisions I support or oppose, together with reasons, are:  State the nature of each submission point and indicate whether you: • support or oppose the provision or wish to have it amended; and • the reasons for your view	I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:  For each submission point/provision number, state, specifically, what changes you would like to see.	OFFICE USE Submission No.
---	---	--	------------------------------

**Example:**

17.5.3.1(ca)(iii)	I oppose the restriction of ... because ...	Delete and replace condition 17.5.3.1(ca)(iii) with:	
5.16.2	<p>The whole of St Paul's scenic reserve has been used for picnics for decades, especially the area where the proposed 3,500 m2 subdivision is located. I would have thought that the church would have the moral interests of the people of Brightwater (not just the parishioners of the church) to leave the land as is. After all, churches are meant to be the moral backbones of the community as such. This is the only chance we will ever get to leave the whole area as a reserve. I don't think that having a house or small group of houses in an area sitting away from other houses on the main road of Brightwater fits in with the rural character of Brightwater. It would be a poor and lasting legacy left by the church and the TDC. The area in question is also prone to flooding. Even though a report shows that the site is not subject to a Q100 event for overland flow (done in 2013) it must be remembered that recent weather pattern changes make it more likely to become a problem. If the 3,500 m2 subdivision is raised to alleviate flooding problems then it must not be allowed to run off onto adjoining land; this could be a problem for the adjoining Conservation land (Snowden's Bush). If the runoff was directed away from Conservation land it could flood the cemetery or other houses across the road. I would assume this is covered under section 17.11.2.1 f of the Conservation Zone Rules for the reserve land. If the proposal to split off the proposed 3,500 m2 subdivision goes ahead then I would like protection applied to the totara trees and titoki trees, since all these trees are probably at least a century old, regardless of condition. These will need to be identified on a tree per tree basis, since some of the trees are not in good condition.</p>	I seek that Council decline the Plan Change in relation to the rezoning of 104 Waimea West Road.	

Feel free to contact us:



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 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
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 Richmond 7050  
 New Zealand  
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 Fax 03 543 9524

Murchison  
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 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972

COVER SHEET



Return your submission by the advertised closing date to: Environmental Policy Tasman District Council Private Bag 4, Richmond 7050 OR 189 Queen Street, Richmond OR Fax 03 543 9524 OR Email: tasmanrmp@tasman.govt.nz

Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

13/8/17

Initials: JGM

Submitter No. 4156

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Submitter Name: Janice & Lyne Gibbs (organisation/individual)

Representative/Contact: (if different from above)

Postal Address: 83 Waimea West Road Brightwater

Phone: 027 711 2370

Fax:

Email: janice.gibbs17@gmail.com

Date: 13 August 2018

Postal address for service of person making submission: (if different from above)

Total number of pages submitted (including this page): 2

Signed: Z. M. Sibbo Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.: 68

Change Title/Subject: 104 Waimea West Road, Brightwater

- I/we wish to be heard in support of my/our submission.
I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) Yes No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

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

(tick one) Yes No

Submission

Page 2

We would like to object to section 68.16 – Rezone 104 Waimea West Road, Brightwater for the following reasons:

This area has been known as reserve for a large number of years until a couple of years ago when a sneaky and unethical change was pushed through to remove the reserve status on it.

The area is part of a significant original natural area and also still has remaining very old trees on it that we have no doubt will be damaged by development of the land for housing.

There is already massive development happening around the Brightwater area and very few descent park areas for families to use. This area should be kept for preservation and recreational uses.

Even though report shows that the site is not subject to a Q100 event for overland flow (done in 2013) recent weather pattern changes make it more likely to become a problem. Raising any of this 3,500 m2 subdivision could lead to problem flooding of the adjoining land i.e. Snowdens Bush which would we assume be covered under section 17.11.2.1f of the Conservation Zone Rules.

Having a small group of houses plonked in this area would ruin the visual aspect and character of the whole area and take away an important recreation area.

Janice & Lyne Gibbs

83 Waimea West Road

Brightwater

---

### Pam Meadows

**From:** Janice Gibbs <janicegibbs17@gmail.com>  
**Sent:** Thursday, 16 August 2018 9:53 p.m.  
**To:** Pam Meadows  
**Subject:** Re: Submission on Proposed Plan Change 68



Yes we are seeking that Council decline the Plan Change in relation to the rezoning of 104 Waimea West Road.

Thank you

Janice Gibbs

COVER SHEET



Return your submission by the advertised closing date to:
Environmental Policy
Tasman District Council
Private Bag 4, Richmond 7050 OR
189 Queen Street, Richmond OR
Fax 03 543 9524 OR
Email: tasmanrmp@tasman.govt.nz

Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

13/8/18

Initials: [Signature]

Submitter No. 4157

Note:

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Submitter Name: Steph and Andy McQueen

Submitter Name: (organisation/individual)

Representative/Contact: (if different from above)

Postal Address:

85 Waimea West Road
Brightwater 7022

Phone: 542 4461

Fax:

Email: mcqueen.andrew70@gmail.com

Date: 12-08-2018

Postal address for service of person making submission: (if different from above)

Total number of pages submitted (including this page):

Signed:

Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.: 68

Change Title/Subject: Proposed Change 68: Omnibus Amendments

I/we wish to be heard in support of my/our submission.

I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) Yes No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

(a) adversely affects the environment; and

(b) does not relate to trade competition or the effects of trade competition?

(tick one) Yes No

07/18

Remember: Attach this Cover Sheet to as many Content Sheets as required.

# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET

**Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).  
For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.**

Sheet No. **4157**

OFFICE USE Submitter Number:

My submission relates to TRMP provision or map numbers:	<input type="checkbox"/> I support the Plan Change <input checked="" type="checkbox"/> I support in part the Plan Change <input type="checkbox"/> I oppose the Plan Change  AND The aspect of the provisions I support or oppose, together with reasons, are:  State the nature of each submission point and indicate whether you: • support or oppose the provision or wish to have it amended; and • the reasons for your view	I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:  For each submission point/provision number, state, specifically, what changes you would like to see.	<b>OFFICE USE</b> Submission No.
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**Example:**

17.5.3.1(ca)(iii)	I oppose the restriction of ... because ...	Delete and replace condition 17.5.3.1(ca)(iii) with:	
-------------------	---	--	--

5.16.2	<p>We wish to oppose the rezoning of the former St Paul's Scenic Reserve in Brightwater. The land has been used by the whole of the Brightwater Community for many decades as an open space reserve.</p> <p>The proposal to rezone is part of the land nearest the cemetery is very poor planning by the Council as it would leave a small pocket of residences isolated from the rest of the village community and be very expensive for the Council to service economically.</p> <p>The whole of the church land previously in the reserve is subject to moderate surface flooding on an annual basis and is worse after severe weather events. The Council would be financially liable if it allowed a subdivision to go ahead and the properties became flooded. We have lived here 25 years and have seen it all happen.</p> <p>The land proposed to become residential has many native trees which are quite mature and should be protected as is the rest of Snowdens Bush. These trees would be eligible for heritage protection.</p> <p>The public makes much use of Snowdens Bush which is government owned and is used for many local events such as Carols by Candlelight, weddings and extended family picnics . I can imagine the new residents on the rezoned land unhappy with the noise which is not a problem to us at the moment. It would be really bad if the rezoning stops public enjoyment of public land in all its form. Snowdens bush is home to many native birds and which need protection from wandering cats. If part of the area is rezoned residential then residents should be banned from owning cats unless they are housed indoors at all times.</p> <p>Finally before any decision on the land is rezoned we wish that the land the church proposes to be added to Snowdens bush be confirmed in writing as part of the deal.</p>	Decline the Plan Change in relation to rezoning 104 Waimea West Road to deferred Residential.	①
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15243 Hathouse Creative

Feel free to contact us:



Tasman District Council  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
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 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400  
 Fax 03 543 9524

Murchison  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
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 Phone 03 525 0020  
 Fax 03 525 9972

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189 Queen Street, Richmond OR
Fax 03 543 9524 OR
Email: tasmanrmp@tasman.govt.nz

Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp:

13/8/18

Initials:

JHM

Submitter No.

4158

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2. It is not mandatory to use either the cover or content sheet of this form...
3. Council cannot accept a submission that does not clearly indicate what a submitter wishes Council to do...

John H Moorhead

Submitter Name:

(organisation/individual)

Representative/Contact:

(if different from above)

Postal Address:

91 Waimea West Rd
Brightwater 7022

Phone: 027 206 8133

Fax:

Email: spotlight.learning@ts.co.nz

Date: 10/8/2018

Postal address for service of person making submission:

(if different from above)

[Empty box for postal address]

Total number of pages submitted (including this page):

Signed: [Signature]
Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT - Please state:

This submission relates to Change No.:

Proposed Change 68.16: Omnibus Amendments

Change Title/Subject:

Plan Change 68.16 - Rezone 104 Waimea West Road, Brightwater

I/we wish to be heard in support of my/our submission.

I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one) Yes No

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(tick one) Yes No

07/18

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# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET

Sheet No.	4158
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**Example:**

17.5.3.1(ca)(iii)	I oppose the restriction of ... because ...	Delete and replace condition 17.5.3.1(ca)(iii) with:	
Plan Change 68.16 – Rezone 104 Waimea West Road, Brightwater	I oppose the Plan Change in its entirety for the reasons set out in the attached.	Retain the Conservation Zone at 104 Waimea West Road	①

15243 Hothouse Creative

Feel free to contact us:



**Tasman District Council**  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
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 Phone 03 523 1013  
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 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

**Takaka**  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972



## Objection to Proposed Change

The JH& AP Moorhead land owners of 91 Waimea West Rd are opposed to the changing of the current land status from Conservation Zone to Rural 1 deferred Residential Zone.

The land should not be used for subdivision purposes a land use not aligned for the current or better use or this area.

A previous submission had been completed.

## Background

On Monday 6<sup>th</sup> August 2018 a meeting was held at the Brightwater School where some discussion was held with members of the Brightwater Community, TDC & Anglican Church representatives. From that meeting it was commented the best approach is to make a formal objection.

## Meeting Key Points

1. That the Brightwater Anglican Church (Church) is struggling in its current delivery of ministry locally. That the costs of a minister and another support person require additional income to support the running of the Church for at least 20 years.
2. That the land under consideration for re zoning was gifted to the Church for the purposes of church use.
3. That the Church will not be expanding its burial area boundary.
4. That the land to be considered for rezoning does have native trees in situ and that it does form part or the visual landscape, natural environment and community land use.
5. That the legal view from the Church is that the provision exists where the land gifted for the purposes of the church can be later transferred through sale mitigating the original intentions of the person making the gift.
6. That the Church proposes to gift to Department of Conservation (DOC) land not required for subdivision.
7. That the Church cannot gift the land for subdivision to the community it must be sold.
8. An arborist has assessed the trees commenting that some are in poor condition and one would assume their thoughts are of low material importance.

## Objections

I acknowledge that the Plan Change follows a standard process managed by TDC, that the Church has engaged professionals to support their objective to sell and have the land subdivided and return a profit. I am also realistic that land developers see as an opportunity to get a return on their investment.

I also acknowledge that the land in question is part of a significant scenic reserve that has both environmental and community values that also require ensuring this asset investment is not compromised by so called progress and development.

1. **Environmental & Visual Landscape.** – Driving into Brightwater our first attention is captured by a significant native forest and green belt right through to the Church. Pull over to the side of the road on the grass verge, sit out on the grass, take a walk through to the inner area of Snowden's Bush Reserve. The visual landscape extends 180 degrees from the sign shown as "St Pauls Scenic Reserve". This softens the typical urban face of fences, power lines and dwellings.

Spending time in the reserve and natural area, bird song, smells of flora, green area to touch and move all important elements that allow us to take time out and enjoy this special environment.

Negative Impacts

- a. It is not acceptable to believe that the encroachment and hard facing of dwellings adjoining this natural low land forest will not have a negative impact to the current sounds, smells and visual pleasure that we currently enjoy.
  - i. Has an environmental impact assessment been completed and confirmed that there will be no significant environmental impact?
  - ii. Have the age and value of the trees to be removed been assessed as to their species, age and significance a part of a significant natural area.
  - iii. How is the subdivision going to eliminate the noises, smells, rubbish, excess foot access, damage to the stands by those up live adjoining the reserve?
  - iv. The introduction of increased numbers of cats, dogs, bikes in and around in the reserve how will this be effectively managed?
- b. It is not acceptable to believe that on driving into Brightwater that the visual landscape on the left will not be adversely changed forever. To the average person they would identify that when considering the visual appearance of a natural area it does not include hard man-made lines and materials.
  - i. How is the subdivision going to establish setbacks, native vegetation screening, retention of the existing trees to ensure that the current visual enjoyment and landscape is not destroyed?
  - ii. How is subdivision going to plan for a single exit from the proposed area rather than multiple hard surfaces in the form of drive way access along Waimea West Rd.
  - iii. In the aerial photo of the reserve can it be defined where the proposed boundary is as this has more ground relevance than the planning diagram?
  - iv. On the aerial photo can a comment be made as to the trees shown within a red border as the native trees for removal. Are there any others?





2. **Community** – The area for development has been used by our community unrestricted for many years. It is regarded as part of the wider inclusive reserve not an add on and not optional or disposable area. Disposing of this land for the purposes of a completely different land use is unappealing. This is not part of community progress this is in fact a degrading and permanent loss of a land use far greater that often we just put a dollar value to.

The ability to pull off to the side of the road walk through in and around these open spaces is what we describe as green belt areas. These open spaces allow us to recreate and have time away from our dwelling and sections. This space on title may belong to an owner but we all know that no one owns significant natural areas and trees. Let's not forget that these areas have at one stage been regarded as scenic reserves and still sign posted as such.

The Church commented that it is difficult to expand the number of members in their parish, the cost of ministry is a challenge, there burial area will not extend. It would seem that the Church is not in a growth phase where church members can financially support the minister but in one of cost reduction and asset sale. A sum of \$20,000 per year was tabled as income assistance that would be achieved through the sale of the land. I appreciate the change and the position the Church is in as they struggle to run a financially viable business.

I acknowledge that the Church is planning to gift a large portion of the land shown as St Pauls Scenic Reserve to DOC. Fantastic, but it is unrealistic to think that there was any other option given its natural significance and relationship with the wider reserve area.

#### Negative Impacts

- a. How will subdivision enhance the existing recreational and scenic areas?
- b. Does the planning change process regard that as Brightwater increases in population with other subdivision projects that this green area loss is not significant?
- c. I appreciate that the Church is in a difficult financial position and a turning point with their future. Have they considered being funded by the main Anglican Church of Nelson, along with the support of their members to finance the full running of the Brightwater parish without the need to let land go. If the Church still wished to gift and sell land to DOC, they could do you with a pepper corn value.



3. **Social Responsibility** – Those in a community have a social responsibility to ensure the best outcomes for their community. There is also a fine line between progress and regress. Just because we can engineer change, have the regulatory authority and take a legal high ground does not mean we should enact it. Just because we can do doesn't mean we should do.

I am supportive of urban development in Brightwater, but it should be aligned in a concentrated zone not random and ribbon development between different land uses. I acknowledge TDC has an important role and does a good job with meeting community requirements and growth demands.

Urban sprawl is a term that conjures the idea of spreading and taking up what is available. I would like the Church and those involved in the process of approving this land use change and ultimately subdivision consider.

- a. If the purpose of subdivision is primarily driven by a need to generate an investment return by the Church, do we have options, other means to finance without the need to remove and destroy a natural area?
- b. If the Church in time was to cease functioning as a place of worship, that the revenue generated from subdivision is exhausted could those involved in approving this plan change state the best long-term outcome had been achieved. What in effect would be achieved is the Church would still be in the same financial position or have ceased to function is that land once held as a natural environment would be lost.
- c. I would ask you to step out in the reserve, walk around, take you kids with you, sit down enjoy the sun, sound and feel, appreciate what is there now. Carefully consider the environmental change you are going to approve, not the community its your decision. You are acting on behalf of the community in your capacity as an informed person with authority to make permanent change. If you permit this change come back with your family and friends and see if you feel the same and proud of your decision.

[tasmanrmp@tasman.govt.nz](mailto:tasmanrmp@tasman.govt.nz)



**NGĀTI TAMA**  
KI TE WAIPOUNAMU  
TRUST

PO Box 914 | NELSON 7010  
Ground Floor, Waimea House  
74 Waimea Road | NELSON  
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Email: [kaiawhina@ngati-tama.iwi.nz](mailto:kaiawhina@ngati-tama.iwi.nz)  
Web: [www.ngati-tama.iwi.nz](http://www.ngati-tama.iwi.nz)

Rec'd 13/8/18 *JM.*

Tasman District Council  
Private Bag 4  
Richmond

Tēnā koe e te Kaimahi

**SUBMISSION: Proposed Plan Change 68 Omnibus Amendments**

**INTRODUCTION**

1. Ngāti Tama ki Te Tau Ihu are mana whenua under tikanga Māori and has continuously occupied and upheld this role since pre-1840. Ngāti Tama ki Te Tau Ihu are kaitiaki and seek to maintain, enhance and protect natural and historical resources within their rohe for future descendants and communities.
2. Ngāti Tama ki Te Tau Ihu and the Crown signed a Deed of Settlement on 20th April 2013 at Onetahua Marae. The Settlement Act details provisions for Statements of Association, Statutory Acknowledgements and Deeds of Recognition to acknowledge the historical, cultural, social, economic and environmental relationship Ngāti Tama ki Te Tau Ihu has with the rohe and the Coastal Marine environment including Bells Island.
3. Ngāti Tama ki Te Waipounamu Trust is the governance entity for Ngāti Tama ki Te Tau Ihu (collectively, Ngāti Tama). The Trust is responsible for implementing the statutory instruments in the Te Tau Ihu Settlement Act 2014 (Settlement Deed).
4. Ngāti Tama ki Te Waipounamu Trust is an iwi authority as defined in section 2 of the Resource Management Act 1991 (RMA) and is recognised by Ngāti Tama ki Te Tau Ihu as having authority to represent that Iwi. Further, under section 77 of the Local Government Act 2002 requires that a Local Authority must, during the decision-making process “take into account the relationship of Ngāti Tama and their culture and traditions with their ancestral land, water, sites, wāhi tapu, valued flora and fauna, and other taonga.”
5. The Crown also acknowledged the integrity, generosity and mana of Ngāti Tama ki Te Tau Ihu to vest Kaka Point and Te Tai Tapu – totalling approximately 28,602 hectares, to the people of Aotearoa New Zealand, as a gift and public good from Ngāti Tama ki Te Tau Ihu.
6. Ngāti Tama ki Te Waipounamu Trust has also made an application for Customary Marine Title and protected customary rights for the Ngāti Tama coastal marine area of interest. See attached map.

We support the following Plan Change Topics:

**Plan Change Topic 68.9 Rezoning 18 Rata Street Tapawera:**

①

This property was originally Crown owned and returned to Ngāti Tama ki Te Waipounamu Trust in the 2014 Te Tau Ihu Treaty Settlement as part of the commercial redress property. The current Open Space zone on the land limited the ability for the Trust to equitable use and develop the land without incurring further additional regulatory costs and lost opportunity costs.

The proposed rezoning to Residential Zone is appropriate and will enable Ngāti Tama ki Te Waipounamu Trust to assess future options for the land to provide for the social, cultural, economic and environmental wellbeing of descendants and communities.

Ngati Tama Ki Te Waipounamu Trust, as owners of 18 Rata Ave support the proposed rezone change to Residential Zone.

**Plan Change Topic 68.4: Update References to Iwi Management Plans**

②

Iwi Management Plans are important planning documents for whānau, hapū and Iwi and assist Councils in policy, planning and engagement and consultation matters. Ngāti Tama ki Te Waipounamu Trust will be formally lodging with Tasman District Council their Environmental Management Plan in the coming weeks.

The update references to Iwi Management Plans to replace the term *'have regard to'* with *'take into account'* as per amendments to RMA Sec 66 2A(a) will improve the consistency of the TRMP with the legal requirements of the RMA. The *'take into account'* of Iwi Management Plans will help Councils ability to achieve improved environmental and cultural outcomes.

Ngāti Tama ki Te Waipounamu Trust support the proposed update references to Iwi Management Plans and will also seek our Environmental Management Plan to be included on the Council schedule.

**Plan Change Topic 68.8: Heritage Sites in the Coastal Environment Area**

③

There are several cultural heritage sites, wāhi tapu areas, sites of significance important to Ngāti Tama ki Te Waipounamu located near the coastal environment in Aorere Tasman. Some of the cultural sites are not formally recorded in the Council schedule.

A key issue for Ngāti Tama ki Te Waipounamu Trust is the lack of protection for cultural heritage sites for new building construction and building extensions within the coastal environment.

Further, Council matters for assessment of building works on controlled activity resource consents does not include the effects on a cultural site within the Coastal Environment Area. Only some of the cultural sites are listed in the TRMP and several are not formally recorded in the TRMP.

This plan change will enable increased consideration and assessment of effects on cultural sites located within the Coastal Environment Area. This increases the level of protection of cultural sites which is important to Ngāti Tama ki Te Waipounamu Trust.

Ngāti Tama ki Te Waipounamu Trust support the proposed plan change 68.8.

We wish to speak at the hearing.

Ngā mihi



Jaqui Ngawaka  
General Manager  
Ngāti Tama ki Te Waipounamu Trust

**COVER SHEET**



Return your submission by the advertised closing date to:  
Environmental Policy  
Tasman District Council  
Private Bag 4, Richmond 7050 OR  
189 Queen Street, Richmond OR  
Fax 03 543 9524 OR  
Email: [tasmahmp@tasman.govt.nz](mailto:tasmahmp@tasman.govt.nz)

# Submission on a Change to the Tasman Resource Management Plan (TRMP)

**OFFICE USE**

Date received stamp:

7/8/18

**Note:**

1. This form is only for the purpose of making a submission on the Plan. It is NOT for making a further submission (i.e. in support or opposition to an original submission) or for making a submission on a resource consent or on Council's Annual Plan.
2. It is not mandatory to use either the cover or content sheet of this form, however your submission must be in writing and provide the necessary information as indicated on the form, e.g., what is supported or opposed, the reason why and the decision sought, contact details, etc.
3. Council cannot accept a submission that does not clearly indicate what a submitter wishes Council to do (i.e. Council makes a decision to refuse, amend or accept the changes). Please include specific recommendations if amendments are sought. Council also cannot accept a submission that does not relate specifically to the Plan Change. In these cases, the submission may be considered 'Out of Scope' and may not be considered further.

Initials:   JAM    
Submitter No.   4160  

**Z Energy Limited, BP Oil NZ Limited, Mobil Oil NZ Limited ('the Oil Companies')**

Submitter Name:  
*(organisation/individual)*

**Mark Laurenson, Burton Planning Consultants**

Representative/Contact:  
*(if different from above)*

Postal Address:

**Burton Planning Consultants  
PO Box 33-817  
Takapuna  
Auckland 0740**

Phone: **09 917 4302**

Fax:

Email: **mlaurenson@burtonconsultants.co.nz**

Date: **7 August 2018**

Postal address for service of person making submission:  
*(if different from above)*

Total number of pages submitted (including this page): **2**

Signed:

Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

**IMPORTANT – Please state:**

This submission relates to Change No.: **68**

Change Title/Subject: **Omnibus Amendments**

I/we wish to be heard in support of my/our submission.

I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one)  Yes  No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

(a) adversely affects the environment; and

(b) does not relate to trade competition or the effects of trade competition?

(tick one)  Yes  No

07/18

**Remember: Attach this Cover Sheet to as many Content Sheets as required.**



Submission on a Change to the Tasman Resource Management Plan

CONTENT SHEET	
Sheet No.	4160

Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).  
 For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.

OFFICE USE Submitter Number:

My submission relates to TRMP provision or map numbers:	<input checked="" type="checkbox"/> I support the Plan Change <input type="checkbox"/> I support in part the Plan Change <input type="checkbox"/> I oppose the Plan Change AND The aspect of the provisions I support or oppose, together with reasons, are:  State the nature of each submission point and indicate whether you: • support or oppose the provision or wish to have it amended; and • the reasons for your view	I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:  For each submission point/provision number, state, specifically, what changes you would like to see.	OFFICE USE Submission No.
<b>Example:</b>			
17.5.3.1(ca)(iii)	I oppose the restriction of ... because ...	Delete and replace condition 17.5.3.1(ca)(iii) with:	
17.1.2.1(d) & (e) 17.2.2.1(i) & (j) 17.2.3.1(d) & (e) 17.3.2.1(f) & (g) 17.4.2.1(e) & (f) 17.8.2.1(b) 17.12.2.1(g)	The Oil Companies support the amendments to the odour and dust provisions for the reasons set out at section 5.2 of the s32 report.	Adopt the provisions as notified.	①

Feel free to contact us:



Tasman District Council  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

Richmond  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400  
 Fax 03 543 9524

Murchison  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972

COVER SHEET

Return your submission by the advertised closing date to:  
Environmental Policy  
Tasman District Council  
Private Bag 4, Richmond 7050 OR  
189 Queen Street, Richmond OR  
Fax 03 543 9524 OR  
Email: tasmanrmp@tasman.govt.nz



# Submission on a Change to the Tasman Resource Management Plan (TRMP)

OFFICE USE

Date received stamp

10/8/18

Initials: JS

Submitter No. 4/61

Note:

1. This form is only for the purpose of making a submission on the Plan. It is NOT for making a further submission (i.e. in support or opposition to an original submission) or for making a submission on a resource consent or on Council's Annual Plan.
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Submitter Name: Janet Shore  
(organisation/individual)

Representative/Contact:  
(if different from above)

Postal Address:

117 Whitby Road  
Wakefield 7025

Phone: 03-5418646

Fax:

Email: janetshore@tra.co.nz

Date: 9.8.2018

Postal address for service of person making submission:  
(if different from above)

Total number of pages submitted (including this page): 2

Signed: J Shore  
Signature of submitter (or person authorised to sign on behalf of submitter). NOTE: A signature is not required if you make your submission by electronic means.

IMPORTANT – Please state:

This submission relates to Change No.: 68

Change Title/Subject: Rezoning of various areas. In relation to conservation zone

I/we wish to be heard in support of my/our submission.

I/we would be prepared to consider presenting my/our submission in a joint case with others making a similar submission at any hearings.

Could you gain an advantage in trade competition through this submission? (tick one)  Yes  No

If 'Yes' are you directly affected by an effect of the subject matter of this submission that:

(a) adversely affects the environment; and

(b) does not relate to trade competition or the effects of trade competition?

(tick one)  Yes  No

07/18

Remember: Attach this Cover Sheet to as many Content Sheets as required.

# Submission on a Change to the Tasman Resource Management Plan

## CONTENT SHEET

Please attach the Cover Sheet to your Content Sheet(s) outlining your submission request(s).  
For each matter of the Plan Change you wish to submit on, please provide the following. Continue on another Content Sheet, if required.

Sheet No. **2**

OFFICE USE Submitter Number **4161**

My submission relates to TRMP provision or map numbers:

I support the Plan Change  
 I support in part the Plan Change  
 I oppose the Plan Change

AND

The aspect of the provisions I support or oppose, together with reasons, are:

State the nature of each submission point and indicate whether you:

- support or oppose the provision or wish to have it amended; and
- the reasons for your view

I seek that Council retain/delete/replace/amend the specific Plan Change provision as follows:

For each submission point/provision number, state, specifically, what changes you would like to see.

OFFICE USE Submission No.

**Example:**

17.5.3.1(ca)(iii)

I oppose the restriction of because

Delete and replace condition 17.5.3.1(ca)(iii) with:

Zone maps  
~~17.5.3.1(h)ii~~  
*JJM*

I support The plan change

Retain amendments to rezone various DOC properties from Rural 2<sup>Zone</sup> to Conservation Zone. *JJM* (as confirmed by submitter)

Feel free to contact us:



Tasman District Council  
 Email [info@tasman.govt.nz](mailto:info@tasman.govt.nz)  
 Website [www.tasman.govt.nz](http://www.tasman.govt.nz)  
 24 hour assistance

Richmond  
 189 Queen Street  
 Private Bag 4  
 Richmond 7050  
 New Zealand  
 Phone 03 543 8400  
 Fax 03 543 9524

Murchison  
 92 Fairfax Street  
 Murchison 7007  
 New Zealand  
 Phone 03 523 1013  
 Fax 03 523 1012

Motueka  
 7 Hickmott Place  
 PO Box 123  
 Motueka 7143  
 New Zealand  
 Phone 03 528 2022  
 Fax 03 528 9751

Takaka  
 78 Commercial Street  
 PO Box 74  
 Takaka 7142  
 New Zealand  
 Phone 03 525 0020  
 Fax 03 525 9972

**Submission re Tasman Resource Management Plan**

Philip de Weck,  
50, Ellis Street,  
Brightwater,  
7022.

542 3615

deweck@xtra.co.nz

I do not wish to speak

**This submission relates to Plan Change Topic 68.16: Rezone 104 Waimea West Road, Brightwater.**



That the public at large has been able to enjoy the scenic reserve by Snowden's Bush is a given but the removal, by DOC, of this status, which I personally think to be regrettable, does open up certain other possibilities. That the Church want to rezone part of this land, ultimately for residential purposes, is unfortunate. The land in question is contiguous with the existing cemetery which, I understand, is presently full. I would have thought it is a heaven sent opportunity for the Church to now be able to extend the cemetery for the benefit of it's flock for years to come. To permanently block off this land with residential dwellings, which could be seen by some as the Church colluding with Mammon, is in dereliction of it's pastoral care.

In view of this I therefore object to the rezoning of this land for residential purposes.

Philip de Weck. Philip de Weck

20-08-2018