

RMA FORM 5

Submission on publicly notified Proposed Porirua District Plan



Clause 6 of the First Schedule, Resource Management Act 1991

Porirua City Council

19 NOV 2020

Customer Services

To: Porirua City Council

1. Submitter details:

Full Name	<i>Last</i>	<i>First</i>	
Company/Organisation <i>if applicable</i>	PIKARERE FARM LIMITED		
Contact Person <i>if different</i>	DAN STEVENSON		
Email Address for Service	<u>dan.stevenson@izardweston.co.nz</u>		
Address	"Pikarere Farm", Pikarere Street		
	<i>City</i> Titahi Bay, Porirua	<i>Postcode</i> 5032	
Address for Service <i>if different</i>	<i>Postal Address</i> PO Box 52016 Titahi Bay		<i>Courier Address</i> N/a
	<i>Mobile</i> 021 453 3944	<i>Home</i> (04) 236 7273	<i>Work</i> N/A

2. This is a **submission** on the **Proposed District Plan** for Porirua.

3. I could I could not
gain an advantage in trade competition through this submission.
(Please tick relevant box)

If **you could** gain an advantage in trade competition through this submission please complete point four below:

4. I am I am not
directly affected by an effect of the subject matter of the submission that:
(a) adversely affects the environment; and
(b) does not relate to trade competition or the effects of trade competition.
(Please tick relevant box if applicable)

Note:

If you are a person who could gain an advantage in trade competition through the submission, your right to make a submission may be limited by clause 6(4) of Part 1 of Schedule 1 of the Resource Management Act 1991.

5. I wish I do not wish
To be heard in support of my submission
(Please tick relevant box)

6. I will I will not
Consider presenting a joint case with other submitters, who make a similar submission, at a hearing.
(Please tick relevant box)

Please complete section below (insert additional boxes per provision you are submitting on):

The specific provision of the proposal that my submission relates to:
<u>SEE SUBMISSION</u>
Do you: Support? Oppose? Amend?
<u>SEE SUBMISSION</u>
What decision are you seeking from Council? What action would you like: Retain? Amend? Add? Delete?
<u>SEE SUBMISSION</u>

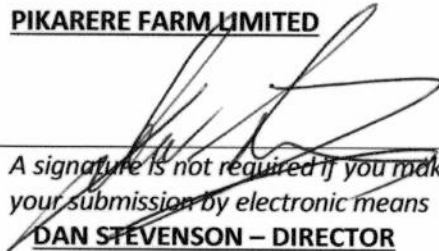
Reasons:
<u>SEE SUBMISSION</u>

Please return this form no later than **5pm on Friday 20 November 2020** to:

- Proposed District Plan, Environment and City Planning, Porirua City Council, PO Box 50-218, PORIRUA CITY or
- email dpreview@pcc.govt.nz

Signature of submitter
(or person authorised
to sign
on behalf of submitter):

PIKARERE FARM LIMITED



A signature is not required if you make
your submission by electronic means
DAN STEVENSON – DIRECTOR

Date: **18.11.20**

PORIRUA CITY – PROPOSED DISTRICT PLAN**PIKARERE FARM LIMITED****1. BACKGROUND****Pikarere Farm**

- 1.1 In 1927 my father, Jack Stevenson, purchased from Mr Dave Prosser 30 acres on the western side of Porirua Harbour.
- 1.2 At the end of World War 2 he purchased approximately one hundred acres that had been the old Titahi Bay golf course and subsequently the US marine camp.
- 1.3 In 1952 the combined properties were sold to the Crown for housing at Titahi Bay and my parents purchased Pikarere Farm.
- 1.4 The farm is boundaried in the west by the Waste Water Treatment Plant site (Treatment Plant) and land owned by Porirua City.
- 1.5 The southern boundary runs along the City's land (Elsdon Bush Reserve and Colonial Knob Reserve) to just south of Colonial Knob.
- 1.6 The eastern boundary from Colonial Knob runs down to the coast and is the southern boundary of Porirua City adjoining Wellington City.
- 1.7 On the seaward side the boundary is the coast.

Porirua City – Pikarere Farm

- 1.8 We have had a long association with the City as neighbours.
- 1.9 The major item being the sale of the Treatment Plant to the City in 1986.
- 1.10 Pikarere Farm is the last major rural block of land suitable for development in Porirua City.
- 1.11 The northern area of the City (Plimmerton, Taupo Swamp, Judgeford, Pauatahanui) are either developed or committed for development.
- 1.12 The Waitangirua farm area (previously the Landcorp farm) to the east of the City is largely committed for reserves.
- 1.13 Whitireia Park is a reserve.
- 1.14 The areas either side of the Tawa Valley are substantially developed.
- 1.15 Pikarere Farm with its coastal location, views and proximity to the City centre is ideally suited for rural lifestyle and ultimately partial urban development.
- 1.16 Running a farm in the Porirua area has become more difficult over the years due to the urbanisation of the area and consequent lack of skilled rural staff – for example the shearers come daily from Ashhurst.
- 1.17 Qualified rural fencers are very hard to find and shepherds with farming skills and sheep dogs are a rare commodity.
- 1.18 In the 1950's/60's all the above skills were readily available but not so today.

- 1.19 The best local example is Terawhiti Station which in 1950 ran some 30,000 sheep and substantial numbers of cattle. Today at most a few hundred sheep and a few cattle. Whilst it is in Wellington City it is a good local example.
- 1.20 The changed nature of farming in the Porirua-Wellington area and the location of Pikarere Farm realistically determine that the farm's future is not in traditional farming. In the medium to long-term it provides the opportunity for substantial development and growth within the City.
- 1.21 The proposed District Plan should provide for and accommodate such development and growth.

2. GENERAL RURAL AND RURAL LIFESTYLE ZONING OF PIKARERE FARM

- 2.1 The proposed plan provides for the farm to be zoned General Rural except for the part zoned Rural Lifestyle on the southern part of the farm.
- 2.2 The plan attached to this submission shows the areas that Pikarere Farm proposes be zoned General Rural and Rural Lifestyle.
- 2.3 Part of the farm to the west/south of the Treatment Plant under the proposed District Plan would be zoned General Rural.
- 2.4 This area runs from the farm road down to the coast.
- 2.5 Our submission is that the proposed zoning has not been determined on correct planning principles but to create a buffer zone for the Treatment Plant.
- 2.6 Porirua City's email to us of 28 January 2020 (copy attached) and Landmatters' report to the City titled "Porirua City Council – Rural Residential Zoning Options" (June 2020) (Landmatters' Report) make it clear that the purpose of the zoning is due to the presence of the Treatment Plant.
- 2.7 In particular the Landmatters' Report at page 50 under item "Pikarere Farm" states:
- "Pikarere Farm is particularly suitable for rural lifestyle where there will not be reverse sensitivity impacts on the Waste Water Treatment Plant".
- 2.8 It is not open for the City to zone the neighbouring area of the farm to protect its use of the Treatment Plant.
- 2.9 By agreement of 23 April 1986 between the City and Pikarere Farm, the City acquired the Treatment Plant site.
- 2.10 The agreement specifically provided for the establishment of a buffer zone between the Treatment Plant and the farm.
- 2.11 In particular, paragraph 3.05 of the agreement provided that the city establish a buffer zone between the Treatment Plant and the neighbouring urban and reserve areas of the City.
- 2.12 Paragraph 3.06 of the agreement provided that the parties minimise the effect of the public works (Treatment Plant) on the balance land of Pikarere Farm to establish an urban/rural buffer zone or interface between the purchased land and the balance land (Pikarere Farm).

- 2.13 Paragraph 5.05 provided that the land to the west of a line shown on the plan attached to the agreement not be subdivided into Lots of less than 2 hectares or least or otherwise dealt with so that any area of less than 2 hectares is occupied or used as a single Lot or unit.
- 2.14 This restriction is on land now owned by Porirua City.
- 2.15 Paragraph 6.04 of the agreement provided for a buffer zone/interface between the Treatment Plant land and the balance (Pikarere Farm) land.
- 2.16 Pikarere Farm and successors in title not to construct any residence on any part of the "balance land" shown as Lot X to the north of a line coloured blue on the plan (refer to the plan attached to the agreement).
- 2.17 The buffer zone provisions are an obligation on both Pikarere Farm and Porirua City.
- 2.18 Pikarere Farm four years ago obtained resource consents for five 5 hectare blocks adjoining the Treatment Plant, completed the subdivision and has sold each of the lifestyle blocks.
- 2.19 Porirua City in consenting to the subdivision found no problems regarding the subdivision and the Treatment Plant and sought no additional protection in respect of the Treatment Plant.
- 2.20 In addition the resource consent for the use of the Treatment Plant for treatment plant purposes provides that there be no objectionable odour beyond the boundaries of the Treatment Plant site.
- 2.21 Our understanding is that currently an application is in process (yet to be notified) for a renewal of the resource consent for the Treatment Plant site as regards air discharge. 🙌
- 2.22 The application makes no change as to a condition that there be no objectionable odour beyond the boundary of the Treatment Plant.
- 2.23 It is not now open to the City to zone adjoining land owned by Pikarere Farm for "reverse sensibility impact on the Treatment Plant" as to do so would breach its legal obligations under the agreement and such zoning cannot be used as a method to permit a possible contamination (odour) and nuisance to the adjoining land.
- 2.24 It would be legally in breach of the 1986 agreement and contrary to proper planning principles and law for for the adjoining area to be zoned General Rural.
- 2.25 The adjoining area is no different in nature of qualities to the other areas proposed to be zoned Rural Lifestyle and should be zoned Rural Lifestyle.

2.26 The plan attached to this submission shows the areas of the farm that should be zoned Rural Lifestyle and include:

- The land adjoining the Treatment Plant currently proposed by the City to be zoned General Rural;
- The area proposed by the City to be zoned Rural Lifestyle; and
- An area to the southern end of the farm extending the area to be zoned Rural Lifestyle.

2.27 This is a very important issue for Pikarere Farm and it's future.

3. **SITES AND AREAS OF SIGNIFICANCE TO MĀORI**

(SCHEDULE 6)

3.1 There are two designations on Pikarere Farm to which we have no objection.

3.2 They are:

- SASM 010 Komanga Rautawhiri
Also commonly known as Sugar Loaf or Green Point
The closest point to Mana Island.
- SASM 011 Tutamaurangi Pa
Situated on the coast at the western end of the farm.

4. SIGNIFICANT NATURAL AREAS (SNA)

(SCHEDULE 7)

4.1 There are two significant natural areas (SNA) designated in the Plan.

They are:

- SNA148 Open Bay – Makara Coastal Strip;
- SNA149 Open Bay Bush.

4.2 Since 1950 we have preserved the areas to protect the native bush and have no objection to their designation so long as we:

- Are not required to fence them; and
- Are not restricted in reasonable weed control on areas adjoining.

4.3 The major bush areas are:

- Native bush adjoining the Elsdon Bush Reserve – on the Coastal Cook Strait side; and
- The area we covenanted to the Queen Elizabeth II Trust above Open Bay.

These areas have been fenced off since 1955 and stock excluded.

5. **OUTSTANDING NATURAL FEATURES AND LANDSCAPES (ONFL)**

(SCHEDULE 9)

- 5.1 There is one area designated as an ONFL.
- ONFL 006 – Pikarere (Southern) Escarpment.
- 5.2 For the last 70 years this area which we call the “cliffs” has been used for winter grazing of dry sheep (no lambs).
- 5.3 No cattle as the cliffs are too steep.
- 5.4 Over this time there has been no change to the nature or quality of the cliffs including vegetation on the cliffs.
- 5.5 We have no plans to change the use.
- 5.6 To rezone the area as ONFL is to put too higher a designation on the area.
- 5.7 It’s nature and quality at most put it in the category of a Significant Natural Area (SNA).
- 5.8 In the Schedule 9 description it is referred to as:
- “Contains pockets of remanent coastal vegetation and extensive regeneration on cliff faces and steep slopes”.
- “Forms part of a prominent, distinctive and clearly legible escarpment.”
- 5.9 The area is part of kilometres of coastal cliffs around the southern end of the North Island.
- 5.10 It is not correct to describe the vegetation or bush as remanent as the cliffs have been “as is” for centuries.
- 5.11 It is in its natural form and under no threat.
- 5.12 It is no different from other bush areas on the farm and at most should be designated SNA.

6 **SPECIAL AMENITY LANDSCAPES (SAL)**

(SCHEDULE 10)

- 6.1 Designation SAL 003 – Rukutane/Titahi Bay (Komanga).
- 6.2 The importance of Komanga is recognised and warrants protection.
- 6.3 It is a beautiful and historic headland.
- 6.4 The boundary of the SLA should follow the boundary of the Komanga title which was surveyed off in 1896 containing approximately 15 acres.
- 6.5 The title reference is WN691/41 – Lot 2, DP752 containing 6.2726 hectares of land.
- 6.6 The boundary follows the coastal escarpment line and to take the SAL further inland does not protect the “coastal land form”, and is not required.
- 6.7 SAL along eastern boundary of the farm.
- 6.8 This is shown on the plan as the blue line on the Porirua side of the plan basically following the bush line (Elsdon Reserve) which is the boundary between the farm and Porirua City.
- 6.9 The purpose is to protect the bush backdrop to Porirua City.
- 6.10 The backdrop is achieved by the bush reserve and most of the land between the boundary and the SAL line is not visible from Porirua City.
- 6.11 We appreciate the desire to protect the bush backdrop.
- 6.12 We ask that the location of the SAL line be amended so that it is closer to the boundary with Porirua City, to exclude land not required to protect the backdrop.

7 **COASTAL HIGH NATURAL CHARACTER AREAS (CHNC)**

SCHEDULE 11

- 7.1 There is one designation CHNC 014 Rukutane Escarpment.
- 7.2 The same comments apply as in respect of SAL 003 Rukutane/Titahi Bay (Special Amenity Landscape Schedule 10).

8 **COASTAL ENVIRONMENT INLAND EXTENT**

- 8.1 This is shown as going north to south along the eastern and middle part of the farm.
- 8.2 In our view it should follow the natural ridgeline along the centre of the farm as shown on the plan attached to this Submission.

9 **ACCESS TO PIKARERE FARM**

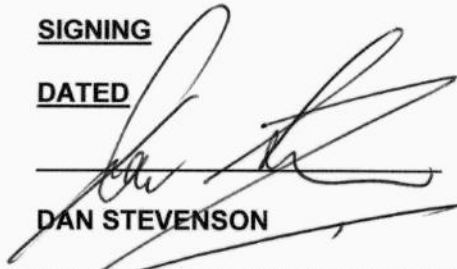
- 9.1 It is important that the access to Pikarere Farm be planned.
- 9.2 Current access is via Pikarere Street and the farm is at the end of Pikarere Street.
- 9.3 A "paper road" runs roughly south-north from Titahi Bay Road to the boundary of the land owned by Porirua City which includes the southern end of Pikarere Street.
- 9.4 Refer Certificate of Title 275/249 (cancelled) and Identifier 421301 (Wellington).
- 9.5 The "paper road" runs along the floor of the gully and it would be sound planning from engineering and use aspects if it were moved to the east towards Ngatittoa School and the housing currently accessed by Te Pene Avenue.
- 9.6 It is an easy gradient from Titahi Bay Road along the eastern side of the gully to a point approximately 40 metres south of the bus turning area and bus stop at the end of the housing in Pikarere Street.
- 9.7 The relocation of the "paper road" closer to the eastern boundary would cause less interference to the adjoining property owners on the western side of the "paper road".
- 9.8 A relocated "paper road" would provide access both to the Farm and the housing at the southern end of Pikarere Street.
- 9.9 It would substantially reduce the traffic in Te Pene Avenue and Te Puke Street, which at peak hours is significant.
- 9.10 If the land between Elsdon, Takapuwahia and Titahi Bay was developed the "paper road" would provide access to and from that land.
- 9.11 From a number of future planning aspects, the "paper road" should be preserved, relocated and extended to link with Pikarere Street.

10 SIGNING

10.1 DATED

18 November 2020

10.2

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




DAN STEVENSON

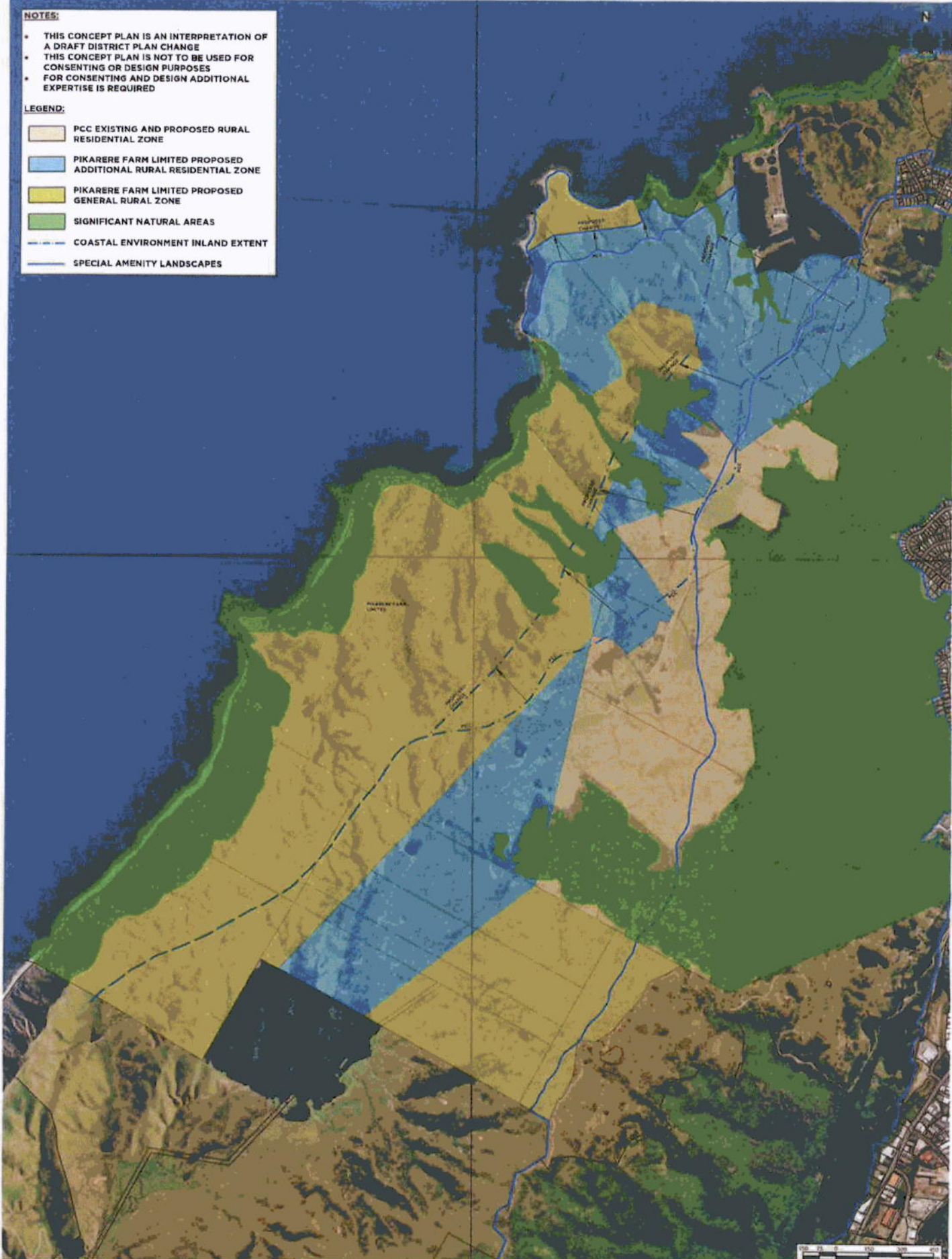
DIRECTOR - PIKARERE FARM LIMITED


NOTES:

- THIS CONCEPT PLAN IS AN INTERPRETATION OF A DRAFT DISTRICT PLAN CHANGE
- THIS CONCEPT PLAN IS NOT TO BE USED FOR CONSENTING OR DESIGN PURPOSES
- FOR CONSENTING AND DESIGN ADDITIONAL EXPERTISE IS REQUIRED

LEGEND:

-  PCC EXISTING AND PROPOSED RURAL RESIDENTIAL ZONE
-  PIKARERE FARM LIMITED PROPOSED ADDITIONAL RURAL RESIDENTIAL ZONE
-  PIKARERE FARM LIMITED PROPOSED GENERAL RURAL ZONE
-  SIGNIFICANT NATURAL AREAS
-  COASTAL ENVIRONMENT INLAND EXTENT
-  SPECIAL AMENITY LANDSCAPES



 LANDMATTERS	CLIENT	PROJECT	DRAWING TITLE	DATE	PROJECT NO.
	PIKARERE FARM LIMITED	PIKARERE FARM	PLAN OF AMENDED PCC RURAL LIFESTYLE AND RURAL ZONES	18/11/2020	000
				SCALE	1:7500 @ A1 1:15000 @ A3
				DRAWING NO.	REV
			000-ZONES	-	

- 1.00 AGREEMENT TO PURCHASE LAND FOR PUBLIC WORKS
- 1.01 DATED 23 APRIL 1986
- 2.00 PARTIES
- 2.01 THE PORIRUA CITY COUNCIL
constituted under the Local Government Act 1974
(hereinafter with its successors and assigns called
"the City")
- 2.02 PIKARERE FARM LIMITED
a duly incorporated company having its registered
office at Palmerston North
(hereinafter with its successors and assigns called
"the Company")
- 2.03 AUDRIE STEVENSON
of Wellington, Widow (hereinafter with her personal
representatives and assigns called "Audrie Stevenson")
- 2.04 BANK OF NEW ZEALAND SAVINGS BANK LIMITED
a duly incorporated company having its registered
office at Wellington (hereinafter called "the Bank")
- 2.05 THE RURAL BANKING AND FINANCE CORPORATION
constituted under the Rural Banking and Finance
Corporation Act 1974 (hereinafter called "the Rural
Bank")



- 3.00 RECITALS
- 3.01 The City and other local authorities are members of the Porirua Main Sewer Outfall Management Committee and thereby and in any event the City has the requirement to provide sewage works and outfall for the Porirua Basin and adjoining areas.
- 3.02 The Company owns or has an interest in the land and carries on farming on the land.
- 3.03 Audrie Stevenson owns or has an interest in part of the land.
- 3.04 The City wishes to acquire part of the land for the purposes of providing sewage works and outfall and the other public works as set out in this agreement.
- 3.05 The City wishes to establish a buffer zone between a sewage treatment plant on the treatment plant land and the neighbouring urban and reserve areas of the City.
- 3.06 The parties wish to minimise the effect of the public works on the balance land being retained by the Company and to establish an urban/rural buffer zone or interface between the purchased land and the balance land.
- 3.07 The City, the Company and Audrie Stevenson have agreed that the City will purchase and the Company and Audrie Stevenson will sell the purchased land as defined in clause 4.01 on the terms set out in this agreement and comply with the requirements of the Local Government Act 1974 as to the setting aside of land for local purpose reserve for esplanade purposes.



3.08 This agreement is in terms of Part II of the Public Works Act.

3.09 The Company, Audrie Stevenson, the Bank, and the Rural Bank as parties to this agreement, waive any obligation the City may have pursuant to Section 18 of the Public Works Act 1981 to serve notice of its desire to acquire land for an essential work.

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4.00 IT IS AGREED BY THE PARTIES AS FOLLOWS:

4.01 DEFINITIONS

"Agreement" means this agreement.

"Audrie Stevenson" means the said Audrie Stevenson

"Bank" means Bank of New Zealand Savings Bank Limited

"Balance land" means that part of the land to be retained by the Company and described in clause 8.06.

"Bushland" means that part of the land described in clause 8.02.

"City" means Porirua City

"Company" means Pikarere Farm Limited

"Entrance land" means that part of the land described in clause 8.04.

"Land" means all the land described in clauses 8.01 to 8.06.

"Land Transfer Act" means the Land Transfer Act 1952 and any act in amendment or substitution thereof.

"Plan" means the plan attached to this agreement. (Truebridge Clendar Beach Limited No. 85/384/1E).

"Popoteruru land" means that part of the land described in clause 8.03.

"Public Works" means each or any of the following public works:

Forestry

Landfill

Refuse disposal

Reserves including bush and scenic reserves,
playing fields, sporting and recreational



reserves generally and reserve facilities for the City or community generally.

Residential accommodation and subdivision including shopping and other incidental community services and rural/urban subdivision.

Roading.

Sewage works including pipelines, tunnels, reticulation, pumping stations, treatment plants, sewage outfall, sludge disposal and any works incidental thereto.

Water reticulation and reservoirs

"Public Works Act" means the Public Works Act 1981 and any act in amendment or substitution thereof.

"Purchased land" means that part of the land described in clause 8.01.

"Road" means that part of the entrance land coloured yellow on the plan and marked road.

"Rural Bank" means the Rural Banking & Finance Corporation

"Scheme" means the Porirua City District Scheme Proposed Review 1982 under the Town and Country Planning Act 1977 as well as or as an alternative to the Operative District Scheme (as the case may be).

"Town and Country Planning Act" means the Town and Country Planning Act 1977 and any act in amendment or substitution thereof.

"Treatment plant land" means that part of the land described in clause 8.05.



"Water Reservoir Agreement" means the agreement dated 9 October 1978 between the City and the Company in respect of the City's reservoir shown on the plan, the existing pipeline easement over the entrance land and access to the said reservoir.

4.02 ACQUISITION OF THE PURCHASED LAND


The City shall purchase for public works and the Company shall sell to the City all the Company's interest in the purchased land and Audrie Stevenson shall sell to the City all of her interest in the purchased land (subject only to the encumbrances set out in clauses 8.01 to 8.05) on the terms set out in this agreement.

4.03 PURCHASE PRICE

The total purchase price of the purchased land shall be FIVE HUNDRED AND NINETY THOUSAND DOLLARS (\$590,000) and shall be payable jointly to the Company and Audrie Stevenson.

The purchase price shall be paid:

- (a) On the execution of this agreement, a deposit of ONE THOUSAND DOLLARS (\$1,000) on account of the purchase price and such deposit shall be repaid to the City (free of interest) by the Company and Audrie Stevenson if this agreement does not become unconditional in terms of clause 7.02; and
- (b) The balance of the purchase price within fourteen (14) days after this agreement becoming unconditional in terms of clause 7.02.



No purchase price or compensation shall be payable to the Bank or the Rural Bank.

4.04 POSSESSION OF PURCHASED LAND

On payment of the purchase price in terms of clause 4.03 the City shall be given vacant possession of the purchased land.

4.05 COMPENSATION CERTIFICATE

On the execution of this agreement the City may register a compensation certificate in terms of Section 19 of the Public Works Act.

4.06 IMPLEMENTATION OF TRANSFER

On this agreement becoming unconditional the transfer to the City of the purchased land shall be by a declaration under Section 20 of the Public Works Act or by a memorandum of transfer under the Land Transfer Act in terms of Section 17 of the Public Works Act as the City shall determine.

Rates on the purchased land shall be paid by the Company up to and including the date the balance of the purchase price is payable in terms of clause 4.03(b).

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5.00 COVENANTS BY THE CITY5.01 DESIGNATION OF TREATMENT PLANT LAND

The City shall as soon as practicable and without delay take all action necessary to have such part of the treatment plant land as the City requires designated in terms of the Town and Country Planning Act for sewage treatment plant purposes on terms suitable to the City including sewage treatment works and buildings and uses accessory to buildings or to the use of land for such works.

5.02 SURVEY

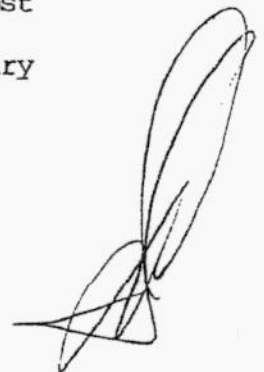
The City shall at the cost of the City carry out such surveys as are necessary to enable the transfer to the City of the purchased land and the issue of a replacement title for the part of the balance land in Certificate of Title Volume 20B Folio 479 (Wellington Registry).

The survey to be carried out as soon as reasonably practicable.

The parties acknowledge that the boundary between the purchased land and the balance land may be reasonably adjusted on survey to allow for geographical features and on site works.

5.03 FENCING

On completion of the survey the City shall at the cost of the City fence with a stockproof seven wire post and batton farm type fence that part of the boundary shown between the points marked S and T on the plan.



5.04 BUSHLAND

The City acknowledges it is acquiring the bushland in the first instance in part for a public reserve and in part for forestry.

5.05 RESTRICTIONS AS TO SUBDIVISION OF TREATMENT PLANT LAND AND ENTRANCE LAND

The entrance land and that part of the treatment plant land to the west of the line between points U and V, as shown on the plan, shall not be subdivided into lots of less than two (2) hectares or leased or otherwise dealt with so that any area of less than two (2) hectares is occupied or used as a single lot or unit.

This covenant is to apply until such time as the balance land or a majority in area of the balance land is used or subdivided other than for farming purposes. If the City sells leases or otherwise parts with any title or interest in or possession of any part of the treatment plant land or of the said western part of the entrance land, the City shall, during such time as the balance land or a majority of the balance land is used for farming purposes, take all steps necessary (including restrictive covenants in terms of the Land Transfer Act) to prevent the subdivision or occupation of the treatment plant land or of the said western part of the entrance land or any part thereof affected by this clause on terms contrary to this clause.



The benefit of this clause shall be for the benefit of and vested in the owners from time to time of the balance land or any part thereof.

5.06 PLANTING

On this agreement becoming unconditional or as soon as reasonably practical thereafter the City shall plant in pine trees or other suitably substantial trees the area coloured in green on the treatment plant land and marked planting.

The City shall maintain such planting in good order and condition so long as the treatment plant land is vested in the City and used for a public work to the intent that there be a buffer zone of planting between the treatment plant land and the balance land.

5.07 ACCESS TO THE BALANCE LAND

The Company at the date of this agreement has access to a formed public road. The City and the Company are desirous of making the most efficient and mutually advantageous use of the road given that the road will serve both the purchased land and the balance land.

The parties agree:

- A. That the Road will be dedicated as a public road up unto the point at which the road enters the balance land.
- B. That the Company will take all action to dedicate the Road as a public road.
- C. That the City will pay the cost of any surveys necessary in respect of this clause.



- D. That the formation of the newly dedicated road and maintenance of the same thereafter will be the responsibility of the City and at the City's expense.
- E. That formation of the newly dedicated road will be at a gradient no steeper than 1 in 8 and will conform to normal rural construction standards including a seven (7) metre sealed width and full stormwater control.
- F. That the City, as proprietor of the reservoir site, will execute all documents required for the partial cancellation of appurtenant easements in favour of the reservoir site where these easements are absorbed by the newly dedicated road.
- G. On dedication of the Road as a public road, the Company or its successors in title to any part of the Balance Land (including Lots X and Y) or any person having any rights in or over the Road from time to time:
 - (i) shall not be entitled to any compensation; and
 - (ii) shall not be liable to any betterment payment.

5.08

POWER AND TELEPHONE SERVICES TO THE BALANCE LAND

The power and telephone services to the balance land currently cross the entrance land.



The Company or the owners or occupiers of the balance land or part thereof from time to time shall have the right to maintain such power and telephone services over the entrance land.

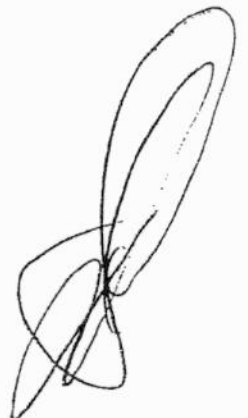
The City at the cost of the City may relocate either or both such services from time to time so long as such services are at least equal to the current services and there is as little interference with such services as reasonably possible.

5.09 UPLIFTING OF DESIGNATION "KAUMANGA SEWAGE TREATMENT PLANT"

On the satisfactory commissioning of a sewage treatment plant on the treatment plant land the City, having then ceased to have any financial responsibility in respect of the previously proposed "Kaumanga Sewage Treatment Plant", shall at the cost of the City remove in terms of Section 122 of the Town and Country Planning Act the designation "Sewage Treatment Plant Purposes" in respect of the land "Kaumanga Sewage Treatment Plant" and ancillary areas shown on Map 7 Porirua City District Planning Map forming part of the Scheme so that the site and ancillary areas are zoned Rural 1 in terms of the Scheme.

5.10 AUDRIE STEVENSON - PARTY TO CLAUSES 5.01 TO 5.09 OF THIS AGREEMENT

Audrie Stevenson shall be a party to all covenants made by the City in clauses 5.01 to 5.09 of this agreement.



6.00 COVENANTS BY THE COMPANY6.01 ZONING

The Company shall consent to the designation of the part of the treatment plant land in terms of clause 5.01.

6.02 WATER RIGHT

(a) The Company shall not object to and shall support any application by the City for a water right under the Water and Soil Conservation Act 1967 to discharge effluent from a sewage treatment plant situated on the treatment plant land into the sea in the region of Old Man Point so long as such application provides for the quality of the receiving waters to be not less than that specified in the water right no. 84/8 dated 9 July 1984 currently held by the City, and so long as the works incidental to the construction of the outfall from the said treatment plant do not cause an unnecessary degree of physical damage to the coastal escarpment.

(b) The Company shall not object to and shall support the use of the present authorised outfall at Rukutane Point and connections between the treatment plant and such outfall.

6.03 SHAREHOLDERS IN THE COMPANY

The Company covenants that the shareholders in the Company will observe the terms and spirit of clauses 6.01 and 6.02.

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is highly cursive and loops around, appearing to be a personal name.

6.04 BUFFER ZONE/INTERFACE BETWEEN TREATMENT PLANT LAND AND
BALANCE LAND

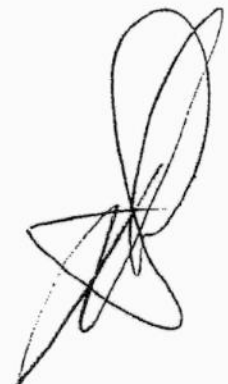
In order to establish a buffer zone/interface between the treatment plant land and the balance land the Company covenants that no residence shall be constructed on any part of the balance land shown as Lot X to the north of the line coloured blue on the plan.

If the Company sells any part of the balance land shown as Lot X to the north of the line shown blue on the plan the transfer of such part of the balance land shall contain a restrictive covenant to give effect to this clause.

The City shall pay the cost of any survey necessary to precisely locate the line shown blue on the plan for the purposes of defining any such restrictive covenant.

6.05 REFERENCES TO COMPANY - AUDRIE STEVENSON

Every reference to the Company in clauses 6.01 to 6.04 in this agreement is deemed to include a reference to Audrie Stevenson.

A handwritten signature in black ink, consisting of several overlapping loops and a long tail extending downwards and to the left.

7.00 GENERAL7.01 WATER RESERVOIR AGREEMENT

On this agreement becoming unconditional the Water Reservoir Agreement shall be cancelled and neither the City nor the Company shall have any obligation whatsoever to the other under the Water Reservoir Agreement.

7.02 CONDITIONS

- (a) This agreement is conditional on and subject to the Treatment Plant Land being "designated" in terms of clause 5.01.
- (b) If this agreement becomes unconditional but not otherwise the total purchase price of the purchased land payable on terms of clause 4.03 shall be increased by an amount calculated in terms of the following formula:-

$$\frac{a \times b \times c}{d \times e}$$

$$d \times e$$

In the formula:-

$$a = \$590,000$$

$$b = 18$$

c = the number of days between 1 April 1986 and settlement

$$d = 100$$

$$e = 365.$$

- (c) If this agreement does not become unconditional by 30 November 1986 either the City or the Company may terminate this agreement at any time



by one (1) month's notice to the other.

7.03 This is a negotiated agreement with much of the land being acquired for public as distinct from essential works. The Company, Audrie Stevenson, the Bank, and the Rural Bank, waive any rights they or any of them may otherwise have under Part III of the Public Works Act 1981 or any substituted provision.

7.04 AGREEMENT BY BINDING ON EXECUTION

No party to this agreement shall be bound by its terms until such time as this agreement has been duly executed by each of the parties listed in clauses 2.01 to 2.05 of this agreement.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

8.00 SCHEDULE OF LAND8.01 PURCHASED LAND

The land comprising in aggregate the:

Bushland described in clause 8.02

Popoteruru land described in clause 8.03

Entrance land described in clause 8.04

Treatment plant land described in clause 8.05

8.02 BUSHLAND

All the area on the plan marked "Bushland" and outlined in green being:

- (a) Part of the land known as Takapuwahia A south section 1 comprised and described in Certificate of Title Volume 369 Folio 38 (Wellington Registry)
- (b) Part of the land known as Takapuwahia A north No.2A comprised and described in Certificate of Title Volume 573 Folio 154 (Wellington Registry)
Subject to the reservations imposed by section 8 of the Coalmines Amendment Act 1950
- (c) Part of the land known as Takapuwahia A north No.1 comprised and described in Certificate of Title Volume 573 Folio 155 (Wellington Registry)
Subject to the reservations imposed by section 8 of the Coalmines Amendment Act 1950
- (d) Part of the interest of AUDRIE STEVENSON of Titahi Bay, Wellington (being four-fifths as a tenant in common in unequal shares) in the land known as Takapuwahia A north No.2B comprised and described in Certificate of Title Volume 275 Folio 249 (Wellington Registry)



Subject to proclamation 1079 proclaiming part as public road.

8.03 POPOTERURU LAND

All the area on the plan marked "Popoteruru land" and outlined orange being:

- (a) Part of the land known as Takapuwahia A North 2A comprised and described in certificate of title volume 573 folio 154 (Wellington Registry)
Subject to the reservations imposed by Section 8 of the Coalmines Amendment Act 1950
- (b) Part of the land known as Takapuwahia A North No. 1 comprised and described in certificate of title volume 573 folio 155 (Wellington Registry).
- (c) Part of the land known as lot 2 deposited plan 20073 comprised and described in certificate of title volume 809 folio 27 (Wellington Registry).
- (d) The balance of the interest of AUDRIE STEVENSON of Titahi Bay, Wellington (being four-fifths as a tenant in common in unequal shares) in the land known as Takapuwahia A North No. 2B comprised and described in certificate of title volume 275 folio 249 (Wellington Registry)
Subject to proclamation 1079 proclaiming part as public road.

8.04 ENTRANCE LAND

All the area on the plan marked "Entrance Land" and outlined red being:



- (a) Part of the land known as lot 1 on Deposited Plan 752 comprised and described in Certificate of Title Volume 20B Folio 479 (Wellington Registry)
Subject to:
Section 168A Coalmines Act 1925 and section 8 Mining Act 1971
Easement certificate No.400852.7 as to right to convey water
- (b) Part of the land known as Lot 2 Deposited Plan 20073 comprised and described in Certificate of Title Volume 809 Folio 27 (Wellington Registry)

8.05 TREATMENT PLANT LAND

All the area on the plan marked "Treatment Plant Land" and outlined blue being:

- (a) Part of the land known as Lot 1 Deposited Plan 752 comprised and described in Certificate of Title Volume 20B Folio 479 (Wellington Registry)
Subject to:
Section 168A Coalmines Act 1925 and section 8 Mining Act 1971
Easement certificate No.400852.7
- (b) The land known as Lot 1 Deposited Plan 20073 comprised and described in Certificate of Title Volume 809 Folio 27 (Wellington Registry)

8.06 BALANCE LAND

- (a) All the land comprised and described in Certificates of Title (Wellington Registry)



<u>Volume</u>	<u>Folio</u>
563	19
571	83
573	157
578	222
633	72
721	60
759	56
788	70
912	53

- (b) The balance of the land comprised and described in Certificate of Title Volume 20B Folio 479 (Wellington Registry) not included in the entrance land and the treatment plant land specified in clauses 8.04 and 8.05, and
- (c) The land known as Komangarautawiri A.l. on plan M.L. 2022.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

9.00 IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

9.01 THE COMMON SEAL of THE PORIRUA CITY COUNCIL was hereunto affixed pursuant to a resolution of the Council in the presence of:



[Handwritten signature]
.....Town Clerk

9.02 THE COMMON SEAL of PIKARERE FARM LIMITED was hereunto affixed in the presence of:



[Handwritten signature]
.....Director

[Handwritten signature]
.....Director

9.03 SIGNED by the said AUDRIE STEVENSON in the presence of:

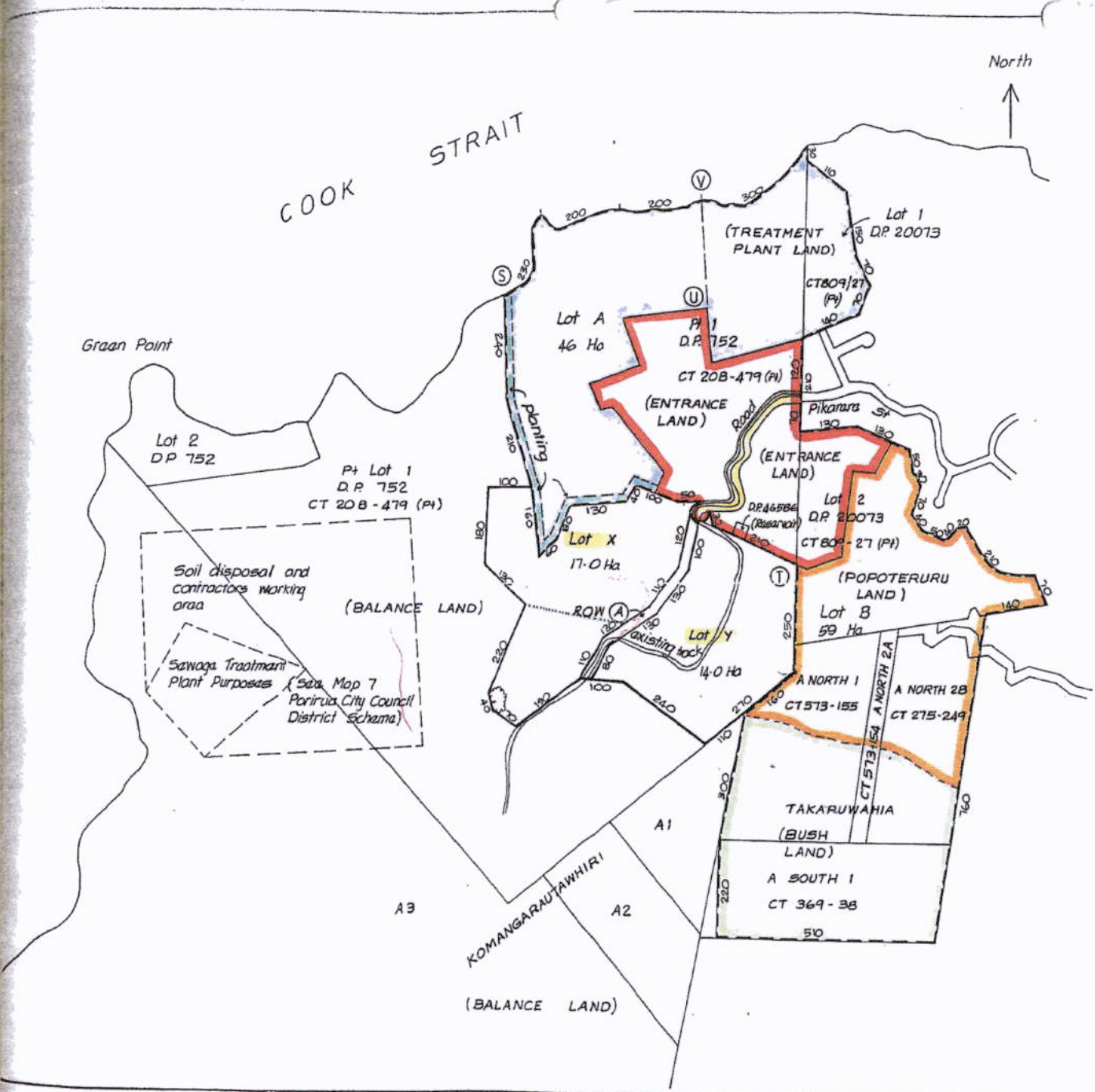
Audrie Stevenson

[Handwritten signature]
weinger

9.04 THE COMMON SEAL of the BANK OF NEW ZEALAND SAVINGS BANK LIMITED was hereunto affixed in the presence of:

9.05 THE COMMON SEAL of the RURAL BANKING AND FINANCE CORPORATION was hereunto affixed in the presence of:

SM:1598D



LEGEND

- Bush Land
- Popoteruru
- Entrance Land
- Treatment Plant Land
- Purchased Land
- Building Restriction Line (approx) (to be finalized by survey)

Schedule of Areas: Lot A 46 ha
 Lot B 59 ha
 Lot X 17 ha
 Lot Y 14 ha

MEMORANDUM OF EASEMENTS			
Servient Tenement	Dominant Tenement	Purpose	Shown
Pt Lot 1 D.P. 752 (CT 20B-479)	Lot X	Right of Way	(A)

This plan was prepared by
 Brian Kenneth Shaoror
 12/12/85
 Registered Surveyor

- Rev F. Building Restriction Line Amended 18/4/86
- Rev E. S.T.U.V. dated 18/2/86
- Rev D. Bdy Lots A+X amended 30/1/86
- Rev C. Lots amended, schedule of areas dated 23/1/86
- Rev B. Planting strip amended, Memorandum of Easements dated 12/12/85
- Rev A. Lots X+Y amended 9/12/85

TRUEBRIDGE CALLENDER BEACH
 Limited
 Surveyors Engineers Architects Planners Valuers
 Survey House
 4 Frankmore Ave., Johnsonville, Wellington N. Tel: 780-342, Box 12112

PIKARERE FARM LTD AND PORIRUA CITY COUNCIL
 LAND FOR PROPOSED PUBLIC WORKS

SCALE: 1:10,000
 DRAWN: KCD
 DATE: NOV 85

DRAWING NUMBER
 85/384/1 F

Dan Stevenson

From: Stewart McKenzie <Stewart.McKenzie@porirua.govt.nz>
Sent: Tuesday, 28 January 2020 17:20
To: Dan Stevenson
Cc: Torrey McDonnell; Nicola Etheridge
Subject: Draft District Plan - Pikarere Farm
Attachments: Pikarere Farm - Significant natural areas draft amendments, 27 May 2019.pdf

Hi Dan, and good to chat today.

As requested, link to the draft District Plan and associated maps here: <https://porirua.govt.nz/your-council/city-planning-and-reporting/district-plan/reviewing-our-district-plan/full-draft-district-plan/>

Further to what we discussed, below is a summary of some the key provisions in the draft District Plan that will affect Pikarere Farm and the background to them.

Rural zoning

Land Matters were contracted by Council to advise on the best location(s) for introducing a new Rural Lifestyle Zone that allows for rural-residential subdivision down to 2ha minimum lot sizes. The balance of Porirua's rural area will remain General Rural Zone with associated 5ha minimum. The planning analysis carried out by Land Matters and reviewed by Council included assessing the entire rural zone against a number of criteria including: proximity to urban areas, protection of natural values, roading capacity, natural hazard risk, and suitability for other land uses.

Following our site visit with Tom Bland from Land Matters, a draft report has been received recommending:

Pikarere farms is unlikely to be suitable for rural-residential due to the presence of the wastewater treatment plant and distance to arterial connections. Area also not identified in Growth Strategy. Otherwise site is unconstrained in central area and reasonable access and connections.

As discussed on the phone, we will have another look at the treatment plant buffer you mentioned as this is the main limiting factor of the site for rural lifestyle zoning.

Significant natural areas

Following our site visit with ecologist Astrid van Meeuwen-Dijkgraaf from Wildlands last year, there have been changes made to mapped significant natural areas identified on your property. These are outlined on the attached map and include:

- PCC130 – minor amendments to remove areas of pasture and pines, as well as in some instances amended to follow cadastral boundaries.
- PCC150 – removed entirely as it comprises a constructed pond/dam and planted exotic trees.

Landscapes

Following our site visit last year with Isthmus landscape consultants (Rose Armstrong and Lisa Rimmer), they have recommended no boundary changes be made to what has been identified as the Rukutane Special Amenity Landscape (SAL), which includes the Green Point area on your property. Their comments were:

No boundary adjustment recommended. Existing boundary takes in the highest point of the Green Point headland. This is appropriate to protect values associated with that landform. The line could be softened to follow a very slightly lower contour, but this would be a minimal change only. Policy response for the SAL

will be less onerous than for an ONF and will not be incompatible with the stated aspirations of the landowner, which is for possible large-lot/rural-residential development.

They also recommended the inclusion of the southern escarpment on your property as an Outstanding Natural Feature and Landscape (ONFL), this is indicated on our online map viewer [here](#).

Our original landscape assessment was undertaken by Boffa Miskell who recommended not including this escarpment for technical reasons, even though the same escarpment was evaluated as outstanding by Wellington City Council where it is in their jurisdiction. Isthmus have reconsidered this coastal escarpment, and recommend it be identified as outstanding:

Recommended for inclusion as ONFL. Forms part of a prominent and distinctive escarpment - most of which was identified as ONF in a draft Wellington City landscape evaluation in 2017. When considered holistically as part of the wider landform (i.e. without considering jurisdictional boundaries) is likely to qualify as ONFL.

I trust the above information is of assistance, and please don't hesitate to contact myself or Torrey if you wish to discuss this further.

Kind regards,

Stewart

Stewart McKenzie MNZPI
Manager Environment and City Planning
Kaiwhakahaere Taiao me te Whakamahere Tāone

poriruacity

Tel: 04 237 1376 | Mob: 021 923 720
porirua.govt.nz

Check out our **Draft District Plan**

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