

Daniel Kinnoch

From: Vijay Lala <vijay.lala@tattico.co.nz>
Sent: Thursday, 11 April 2024 11:22 am
To: Daniel Kinnoch
Subject: FW: Private Plan Change request: Remuera Precinct - Clause 23
Attachments: AC Encumbrance 12817716.5 - Irrigation Pond(38609942.1).pdf

Hi Daniel, please see response from the applicant below and attached.

Best

Vijay
Mob: 021 411124

tattico



From: Hinsan Li (Fletcher Living) <HLi@frl.co.nz>
Sent: Wednesday, 10 April 2024 1:42 PM
To: Vijay Lala <vijay.lala@tattico.co.nz>
Subject: RE: Private Plan Change request: Remuera Precinct - Clause 23

Hi Vijay

With regard to the original request – HW6, please see below.

1. The irrigation pond itself is not a public asset so no EPA was required for it's construction. Auckland Thoroughbred Racing obtained RC under LUC60391410 and a BC exemption under EXE21605881.

The SW pipes to the irrigation pond are public assets and are covered by EPA ENG60402076. The works under this EPA are still under construction.

2. Maintenance of the irrigation pond is covered under the attached encumbrance in favour of HW
3. I believe this is covered under the SMP and the attached encumbrance.

Cheers
Hinsan

From: Daniel Kinnoch <daniel.kinnoch@colabplanning.co.nz>
Sent: Wednesday, 10 April 2024 11:34 AM
To: Vijay Lala <vijay.lala@tattico.co.nz>
Subject: RE: Private Plan Change request: Remuera Precinct - Clause 23

Hi Vijay,

Just an update to let you know that I have all the specialist feedback on the cl23 request responses. I have been working through these today and have gone back to specialists with comments/questions.

As a preliminary, do you have a copy of the EPA documentation that was requested at HW6, or at least the ENG reference number? Just so I can point HW to it.

Based on the March 25 date that the full response was provided (including missing files), we have until April 17 (next Wednesday) to make a further request, if necessary. I would endeavour to confirm this by Tuesday next week following a meeting I have with AT and Flow.

Regarding the request for a meeting to discuss the matter of the request for limited notification, I have been discussing with Lee-Ann and will let you know where that lands.

Ngā mihi | Kind regards,

Daniel



Daniel Kinnoch

Resource Management Planner
MNZPI

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W: www.colabplanning.co.nz

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View Instrument Details

Instrument No 12817716.5
Status Registered
Date & Time Lodged 29 August 2023 15:34
Lodged By Watson, James Robert Farquharson
Instrument Type Encumbrance



Affected Records of Title	Land District
1136512	North Auckland

Annexure Schedule Contains 6 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by James Robert Farquharson Watson as Encumbrancer Representative on 04/08/2023 09:08 AM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Michael Alastair John Wood as Encumbrancee Representative on 07/08/2023 10:36 AM

*** End of Report ***

Form 18

Encumbrance instrument

(Section 100 Land Transfer Act 2017)

Land registration district

North Auckland

BARCODE

Record of Title (unique identifier)	All/part	part	Area/description of
1136512	All		Lot 2 Deposited Plan 585358

Encumbrancer *Surname(s) must be underlined.*
 Auckland Thoroughbred Racing Incorporated

Encumbrancee *Surname(s) must be underlined.*
 Auckland Council

Estate or interest to be encumbered *Insert, eg, fee simple, leasehold in lease number, etc.*
 Fee Simple

Encumbrance memorandum number
 Not applicable

Nature of security *State whether sum of money, annuity, or rentcharge, and amount.*
 Annual rentcharge of TEN DOLLARS (\$10.00) and such other sums of money as are payable by the Encumbrancer to the Encumbrancee pursuant to this Encumbrance Instrument.

Operative clause *Delete words in [], as appropriate.*
 The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) **and** so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

- Terms** *Continue on additional Annexure Schedule(s) if required.*
- 1 **Length of term**
999 years
 - 2 **Payment date(s)**
1st day of June each year if demand is made by the Encumbrancee to the Encumbrancer
 - 3 **Rate(s) of interest**
Nil
 - 4 **Event(s) in which the sum, annuity, or rentcharge becomes payable**
Written demand for payment being made by the Encumbrancee to the Encumbrancer

Covenants and conditions *Continue on additional Annexure Schedule(s) if required.*

See Annexure Schedule

Form L

Annexure Schedule Page of Pages

Insert instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

BACKGROUND

- A. The Encumbrancer is the registered proprietor of the land described herein (the "Land");
- B. The Encumbrancer has agreed to encumber the Land for the benefit of the Encumbrancee with the security specified on the front page of this Encumbrance, and to covenant with the Encumbrancee to secure compliance by the Encumbrancer with certain covenants and agreements in relation to a new irrigation pond over the area marked "Z" shown on the attached plan ("new irrigation pond").

ENCUMBRANCER COVENANTS

- 1. The Encumbrancer covenants to be responsible for the continued control and maintenance of the new irrigation pond and in carrying out such obligations the Encumbrancer may draw water from the new irrigation pond at any time or times in such quantity or quantities for the Encumbrancer's own purposes.
- 2. Subject to clause 4, the Encumbrancer covenants to allow the Encumbrancee access onto the Land to inspect the new irrigation pond.
- 3. Subject to clause 4, the Encumbrancer further acknowledges and agrees that the Encumbrancee will be entitled to remedy any breach of the Encumbrancer's obligations in clause 1 above which is not remedied within a reasonable period of time following notice of the breach served by the Encumbrancee.
- 4. Any access pursuant to clause 2 or clause 3 must be on reasonable prior notice and at such times as are agreed between the parties (acting reasonably). In exercising its rights of access, the Encumbrancee must:
 - a. use all reasonable endeavours to minimize any interference to the Encumbrancer's use and occupation of the Land and will make good any damage caused;
 - b. comply with any reasonable directions given by the Encumbrancer which are intended to protect the racetrack within the Land from damage.
- 5. The Encumbrancer will only be liable for breaches of the obligations set out in this Encumbrance which occur whilst the Encumbrancer is the registered proprietor of the Land.
- 6. This Encumbrance will be binding on all transferees, tenants, lessees, mortgagees, chargeholders and their respective successors in title of any estate or interest in the Land.
- 7. The Encumbrancee shall not make demand for the rentcharge in respect of the Land unless and until there has been a breach of any of the Encumbrancer's obligations and covenants under this Encumbrance in relation to the Land, and that breach has not been remedied after 20 working days' notice of the breach has been given to the Encumbrancer. Any failure by the Encumbrancee to make demand for payment of the rentcharge in respect of any breach shall not operate as a waiver in respect of that or any other breach of the Encumbrancer's obligations.

ENCUMBRANCEE CONSENT

8. The Encumbrancee hereby consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
- i. The creation, variation or surrender of an easement or covenant, the variation of a mortgage instrument or priority of mortgages; and
 - ii. The registration of a lease, a lease variation instrument or surrender of a lease

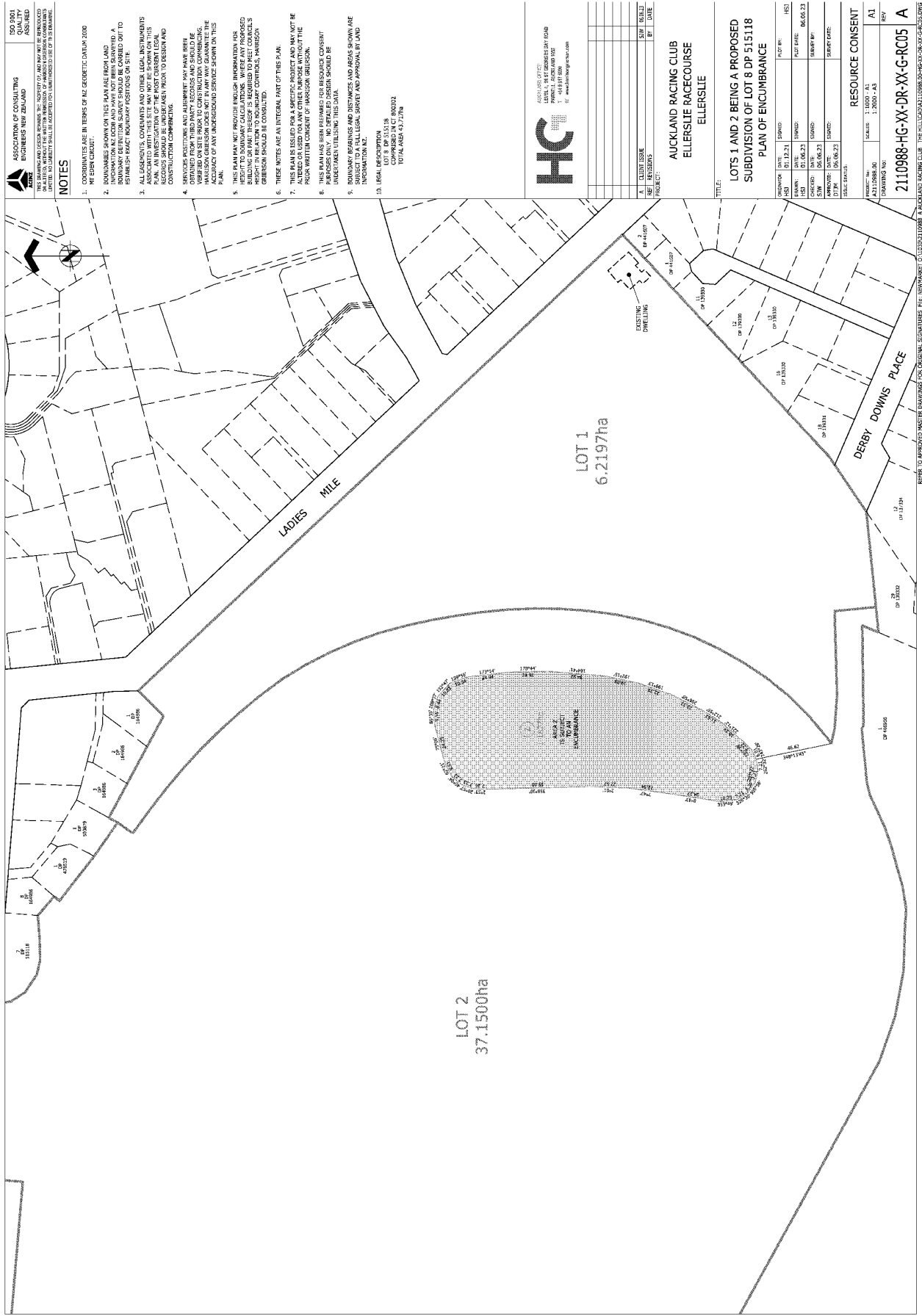
This consent shall be deemed to be the consent of the mortgagee (which terms includes the Encumbrancee) as specified in the Land Transfer Act 2017, to the registration of a particular instrument specified in subparagraphs (i) – (ii) of this paragraph above.

9. The Encumbrancee further consents to any subdivision of the Land provided that this Encumbrance remains registered on any new titles that issue in respect of those parts of the Land in which the new irrigation pond is located. Upon any such subdivision the Encumbrancee agrees to partially discharge this Encumbrance in relation to any titles that issue in respect of those parts of the Land in which the new irrigation pond is not located.

IMPLIED TERMS

10. Sections 203 and 205 of the Property Law Act 2007 apply to this encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee or encumbrancee):
- i. the Encumbrancee is not entitled to any of the powers and remedies given to encumbrancees by the Land Transfer Act 2017; and
 - ii. the Encumbrancee and its successors and assigns are not entitled to any of the powers and remedies given to mortgagees by the Land Transfer Act 2017 and the Property Law Act 2007.

NEW IRRIGATION POND PLAN



ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND
 1500 0901
 ASSURED
 THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE DRAWING. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ASSOCIATION OF CONSULTING ENGINEERS NEW ZEALAND.

NOTES

- COORDINATES ARE IN TERMS OF NZ GEODETIC DATUM 2000 WITH EARTH CURVATURE.
- BOUNDARIES SHOWN ON THIS PLAN ARE FROM LAND SURVEY DATA. A BOUNDARY IDENTIFICATION SURVEY SHOULD BE CARRIED OUT TO ESTABLISH EXACT BOUNDARY POSITIONS ON SITE.
- ALL EASEMENTS, COVENANTS AND OTHER LEGAL INSTRUMENTS AFFECTING THIS SITE SHOULD BE RESEARCHED AND SHOWN ON THIS PLAN. AN INVESTIGATION OF THE MOST CURRENT LEGAL RECORDS SHOULD BE UNDERTAKEN PRIOR TO DESIGN AND CONSTRUCTION COMMENCING.
- SERVICES POSITIONS AND ALIGNMENTS MAY HAVE BEEN VERIFIED ON SITE PRIOR TO CONSTRUCTION COMMENCING. THE ACCURACY OF ANY UNDERGROUND SERVICES SHOWN ON THIS PLAN.
- THIS PLAN MAY NOT PROVIDE ENOUGH INFORMATION FOR THE DESIGN OF ANY BUILDINGS OR STRUCTURES. BUILDINGS OR STRUCTURES SHOULD BE DESIGNED TO BE SET BACK FROM BOUNDARY CONTROLS, HARRISON GREENSON SHOULD BE CONSULTED.
- THESE NOTES ARE AN INTEGRAL PART OF THIS PLAN.
- THIS PLAN IS ISSUED FOR A SPECIFIC PROJECT AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF HARRISON GREENSON.
- THIS PLAN HAS BEEN PREPARED FOR RESOURCE CONSENT PURPOSES ONLY. NO DETAILED DESIGN SHOULD BE UNDERTAKEN UTILISING THIS DATA.
- BOUNDARY BEARINGS AND DISTANCES AND AREAS SHOWN ARE BASED ON THE INFORMATION PROVIDED AND APPROVAL BY LAND INFORMATION NZ.
- LEGAL DESCRIPTION
 LOT 8, DP 515118
 SUBDIVISION OF LOT 8 DP 515118
 TOTAL AREA 63,278m²



ASPECT RATIO OFFICE
 1500 0901
 1000 0901
 1000 0901
 1000 0901

NO.	DESCRIPTION	DATE	BY	DATE
1	CLIENT ISSUE	20/06/23	SM	06/06/23
2	REVISIONS			
3				
4				
5				
6				
7				
8				
9				
10				

**AUCKLAND RACING CLUB
 ELLERSLIE RACECOURSE
 ELLERSLIE**

TITLE:
 LOTS 1 AND 2 BEING A PROPOSED
 SUBDIVISION OF LOT 8 DP 515118
 PLAN OF ENCUMBRANCE

NO.	DESCRIPTION	DATE	BY	DATE
1	CLIENT ISSUE	20/06/23	SM	06/06/23
2	REVISIONS			
3				
4				
5				
6				
7				
8				
9				
10				

RESOURCE CONSENT

PROJECT NO:	2110988-00
SCALE:	1:1000 - A3
DRAWING NO:	AL
REV:	
2110988-HG-XX-DR-XX-G-RC05 A	

REFER TO APPROVED MASTER DRAWINGS FOR ORIGINAL SIGNATURES FILE: \P\MARKET\31032019\88-21\AUCKLAND RACING CLUB_2110988-00\2110988-HG-XX-DR-XX-G-RC05-001.DWG