TO Celia Davison, Manager Planning, Central / South

FROM Vanessa Leddra Policy Planner, Central / South



DATE 23 January 2025

Update requested to the Auckland Unitary Plan (Operative in Part 2016) (AUP) **SUBJECT**

I request an update to the AUP as outlined below:

request an update to the ADP as outlined below	w.	
Reason for update	Extension to lapse date for designation.	
Chapter(s)	Chapter K Designations	
1 ()	Transpower New Zealand Ltd	
Designation only		
Designation # 8517	Brownhill Road to Otahuhu Underground	
	Electricity Transmission Cables	
Locations:	143 Brownhill Road, Whitford to 26-28 Kaitawa	
	Street, Otara	
Lapse Date	1 March 2025	
Purpose	Electricity transmission	
Changes to text (shown in underline and strikethrough)	Lapse date 1 March 2025-1 March 2040	
Changes to diagrams	N/A	
Changes to spatial data	N/A	
Attachments	Attachment A: Transpower New Zealand Ltd s184 application Attachment B: Commissioner's decision Attachment C: Updated text (strikethrough & underlined)	
	Attachment D: Updated text (clean)	

Maps prepared by:	Text Entered by:
N/A	Bronnie Styles
Geospatial Specialist	Planning Technician
Signature:	Signature:
	Clobyle.
prepared by:	Reviewed by:
Vanessa Leddra	Craig Cairncross
Policy Planner	Team Leader – Central / South
Signature:	Signature:
Neddo	Q
Authorised by:	
Celia Davison	
Manager Planning – Central / South	
Signature:	
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Attachment A

Transpower New Zealand Ltd S184 Application

Plans and Places
Auckland Council
Private Bag 92300
Auckland 1142
Attention Craig Cairncross

via email: unitaryplan@aucklandcouncil.govt.nz

Dear Craig

Section 184(1)(b) Application to extend lapse date under section 184 of the Resource Management Act 1991

Designation 8517 - Brownhill - Otahuhu Underground Electricity Transmission Cables

Transpower New Zealand Limited (Transpower) is the requiring authority for Designation 8517 in the Auckland Unitary Plan. The designation has a lapse date of 1 March 2025.

Pursuant to section 184(1)(b) of the Resource Management Act 1991 (RMA), Transpower seeks to extend the lapse date of this designation by 15 years to 1 March 2040.

Background

The Brownhill to Otahuhu (BHL-OTA) designation protects an underground cable route between the Brownhill Road substation and the Otahuhu substation in South Auckland. The purpose of the designation is the construction, operation and maintenance of a double-circuit underground 220-kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The Notice of Requirement for Designation 8517 was confirmed in September 2009, it was incorporated into the Manukau City District Plan in March 2010 and is now listed in the Auckland Unitary Plan as Designation 8517. The designation lapses in March 2025.

The North Island Grid Upgrade Project is a wider construction programme, authorised by a suite of designations and resource consents, necessary to construct electricity transmission infrastructure capable of operating up to 400kV (including overhead lines, underground cables, sub-stations and ancillary activities) from Whakamaru in the Waikato region to Auckland to provide for the future electricity needs of Auckland and Northland.

Transpower's 2023 Transmission Planning Report indicates that the BHL-OTA underground cable is expected to be required in 2030 at the earliest¹. However, transmission planning work undertaken in 2024 indicates the need date is more likely to be 2040. Transpower therefore needs to extend the lapse date of the designation by 15 years to accommodate this revised need date.

¹ see section 6.5.1.2 of the 2023 Transmission Planning Report https://www.transpower.co.nz/our-work/industry/transmission-planning

Designation Details

The details and purpose of Designation 8517 are shown below. The location of the designation is shown in Attachment 1 together with the full text of the designation and its conditions.

8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otára
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March 2025

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007).

Designation 8517 links the Ōtāhuhu Substation on Gridco Road, Ōtara (Designation 8513) with the Brownhill Substation site to the east (Designation 8515).

From the Ōtāhuhu Substation designation 8517 traverses Gilbert Road, Alexander Crescent and Franklyne Road before crossing the Ōtara Creek Reserve and the Ōtara Creek to then traverse Johnstones Road to its intersection with Springs Road where the designation route crosses Springs Road and traverses East Tāmaki Road up until it reaches 359 East Tāmaki Road. At this point, the existing designation route turns south east crossing Te Puke o Tara Sports Park, the adjacent reserve and the Sancta Maria stormwater ponds. The designation rejoins the road on the southern portion of Accent Drive before crossing the intersection with Chapel Road and traversing Barry Curtis Park parallel to but south of Stancombe Road, until it reaches the intersection of Stancombe Road and Kensway Drive where it traverses Stancombe Road. The designation continues along Stancombe Road, which becomes Jeffs Road and Portofina Place where it traverses rural land before joining Ormiston Road and then Kitenga Road, Regis Lane and Spring Hill Road, which is only partially formed. Designation 8517 then intersects with Designation 8515 for the Brownhill Substation.

In the west, the designation traverses primarily suburban residential areas interspersed with commercial/industrial areas and reserves including Te Puke o Tara Sports Park and Barry Curtis Park which are large recreational areas. The designation passes Sancta Maria Catholic College and Mission Heights Junior College. At the eastern end of the designation, the designation traverses land that is in the process of being developed for residential or rural residential purposes until it reaches the Brownhill Substation in a primarily rural environment.

The land surrounding the designation route has a range of residential and open space zoning as well as light industrial and rural zoning.

The entire designation route is subject to a Macroinvertebrate Community Index Control.

At the western end of the designation route, a small area of Kaitawa Street and Gilbert Road is subject to National Grid Substation Corridor Overlay.



In the vicinity of East Tamaki Road, the designation route traverses a very small area of an Outstanding Natural Features Overlay and is adjacent to a Historic Heritage Extent of Place Overlay.

At the eastern end of the designation route, to the east of Valderama Drive, the route is subject to an Aircraft Noise Overlay; at the intersection of Jeffs Rpad and Norwood Drive, and the intersection of Terrasini Drive and Jeffs Road, the designation is adjacent to a small Terrestrial Significant Ecological Area; while approximately east of the intersection of Jeffs Road and Ormiston Road, the route is subject to a modified Ridgeline Protection Overlay. A plan of the designation showing the Auckland Unitary Plan zonings and relevant overlays in contained in Attachment 2.

Change in Need Date for the Brownhill - Otahuhu Electricity Transmission Cables

At the time the designation was confirmed, the anticipated need date for the cable was within the 15-year lapse period of the designation. However, electricity demand has changed over time and the need date for the cable has been extended. In 2010, the historical record of electricity load growth up until then was steady, however following the global financial crisis, load demand flattened considerably but has increased again in recent years and is expected to increase further with the proposed development of data centres in the upper North Island and the ongoing electrification of the New Zealand economy.

Extensive transmission planning development studies for the Waikato and Upper North Island to determine the best package of works to alleviate electricity system constraints as electricity demand grows. These studies involve detailed analysis of current and projected demand, generation capacity, and system stability requirements. The preferred development plan, at this stage, suggests that the BHL-OTA underground cables will be required by 2040 at the latest. However, further system planning work is necessary to confirm the feasibility of this work package. If it is determined that this option is not feasible, the BHL-OTA underground cables would need to be commissioned as early as 2030. The system planning process is dynamic and is dependent on economic activity, electricity generation capacity and demand for renewable energy and electrification of the NZ economy, which means Transpower needs to remain flexible and prepared in the face of evolving conditions. Retaining the designation for a further 15 years allows Transpower to be as flexible as possible, adapting to changing circumstances and ensuring the best outcomes for the transmission network. Detailed electricity demand forecasting to determine the revised need date for the BHL-OTA cable route in light of past and future changes of factors such as economic activity, electricity generation capacity and demand for renewable energy and electrification of the NZ economy;

Retaining the existing designation is vital to ensure the future provision of electricity to Auckland and Northland as development and further electrification of these areas occurs. The construction of the cable is included in Transpower's Auckland strategy – Powering Auckland's Future² (see Attachment 3) and is considered a critical piece of the future transmission network. Network capacity has already been constructed to the Brownhill Road substation which cannot be fully utilised in Auckland and Northland without the construction of the BHL-OTA cable. Each of the existing Brownhill Road – Pakuranga (BHL-PAK) cables has approximately half the capacity of each of the BHL-WKM circuits so only half the capacity of the BHL-WKM circuits can be used until such time as the BHL-OTA cable is installed. While this capacity could be connected to an alternative node in the transmission network for Auckland and Northland, such as the Pakuranga substation, risks to transmission will be able to be managed more effectively by using the BHL-OTA route. The designation lapsing would potentially make these capital investments redundant or limit their benefit to the transmission

² https://www.transpower.co.nz/our-work/industry/transmission-planning/our-auckland-strategy



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network for Auckland and Northland.

It would also mean Transpower would need to seek a new designation for the same purpose, duplicating the full Notice of Requirement process, which would be lengthy and an inefficient use of resources.

Statutory Context

Existing designations which have not yet been given effect to, can be extended under section 184 of the Resource Management Act 1991 (RMA). Section 184 of the RMA states:

184 Lapsing of designations which have not been given effect to

- (1) A designation lapses on the expiry of 5 years after the date on which it is included in the district plan unless—
 - (a) it is given effect to before the end of that period; or
 - (b) the territorial authority determines, on an application made within 3 months before the expiry of that period, that substantial progress or effort has been made towards giving effect to the designation and is continuing to be made and fixes a longer period for the purposes of this subsection; or
 - (c) the designation specified a different period when incorporated in the plan.
- (2) Where paragraph (b) or paragraph (c) of subsection (1) applies in respect of a designation, the designation shall lapse on the expiry of the period referred to in that paragraph unless—
 - (a) it is given effect to before the end of that period; or
 - (b) the territorial authority determines, on an application made within 3 months before the expiry of that period, that substantial progress or effort has been made towards giving effect to the designation and is continuing to be made and fixes a longer period for the purposes of this subsection.
- (3) A requiring authority may object, under section 357, to a decision not to fix a longer period for the purposes of subsection (1).

Case law³ has determined that "substantial progress or effort" is a matter of fact and degree.

Progress on the Designation

This application is made within three months of the lapse date for Designation 8517 in accordance with s184(2)(b).

Transpower continues to make substantial progress or effort in giving effect to the designation, even though the need date has been revised. Progress since the designation was confirmed includes:

- Acquiring and maintaining easements at the Brownhill Road end of the cable route over Lot 1 Deposited Plan 168092 and Section 1 Survey Office Plan 68877 and Lot 301 Deposited Plan 486594, which are privately owned (see Attachment 4);
- Spending approximately \$250,000 on geotechnical studies including on-site bore hole

[&]quot;Substantial progress or effort has been made... and is continuing" does not mean that the work must be almost completed., since the provision contemplates continuing effort, but there must be real and ongoing work or effort, not inactivity, nor just activity that is intermittent to the extent that the work would better be described as starting again: GUS Properties Ltd v Blenheim Borough 24/5/75, Casey J, SC Christchurch M397/75. What will amount to substation progress is a matter of degree and will depend on all the circumstances: Ashburton BC v Clifford [1969] NZLR 927: (1969) 3 NZTCPA 173 (CA)



³ Source: Westlaw – A184.03 Substantial progress or effort

testing at two properties on the route (see excerpt in Attachment 54);

- Reviewing development enquiries and engaging necessary technical specialists and consultants to advise whether the proposals would not obstruct Transpower's ability to install the cables in the future. Transpower has provided 34 approvals under s176(1)(b) of the Resource Management Act to undertake works within the designation. (See Attachment 6);
- One of the s176(1)(b) approvals required assessing potential impacts of proposed development of Kitenga Road and Springhill Road including reviewing the proposed road design to ensure that the cable can be built under the proposed road, obtaining easements from the developer to enable inspection of drainage works and partially funding the road development (to the value of \$460,000) to meet Transpower's seismic requirements for underground cables;
- Investigating and costing revisions to the proposed cable route following completion
 of development surrounding the designation to better align with the now settled
 development pattern of the area and the roading network (see excerpt in Attachment
 7⁴);
- Preparing and serving a Notice of Requirement in October 2024 to alter the designation and amend the proposed cable route to better fit the surrounding development and reduce potential adverse ecological effects; and
- Engaging a maintenance contractor to undertake regular vehicle patrols of the route to ensure that it remains clear of vegetation and other intrusions.

Activity undertaken by Transpower is not intermittent and is not "starting over." The activities undertaken to date are necessary to maintain the designation and ensure it remains fit for purpose until construction of the underground cables are required.

Consultation with landowners and interested parties

As the proposed lapse date extension and minor alteration to the designation (referred to in the second to last bullet point above) are occurring at the same time, consultation with landowners and potentially interested parties for both processes also occurred at the same time.

The designation traverses land owned or administered by the following parties:

- Auckland Transport;
- Auckland Council (Parks Department);
- Lily Investment 265 Trustee Limited; and
- Mayall Property Group Limited.

Auckland Transport has provided their written approval to the lapse date extension.

Transpower staff and consultants met with Allan Christensen and Louise Thomas from the Auckland Council Parks Department on 6 November 2024 to explain the proposed lapse date extension and the concurrent alteration to Designation 8517. Mr Christensen advised verbally at that meeting that the Parks Department had no issues with the proposal and they would provide written approval in due course. This was reaffirmed in a phone call with Mr Christensen on 2 December 2024. Transpower will provide Auckland Council with the written approval as

⁴ Full document available on request.



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soon as it is received.

Transpower holds easements over the land owned by Lily Investment 265 Trustee Limited and Mayall Property Group Limited. In addition, Lily Investments 265 Trustee Limited has provided written approval to the lapse date extension.

Transpower has also consulted with Vector Limited, Watercare, Spark Limited, Chorus Limited, WEL Networks, Forty South, Connexa, Ministry of Education, Sancta Maria School, Mission Heights Primary School, Mission Heights College, Sir Edmund Hillary Collegiate, Fire & Emergency New Zealand (FENZ) and Kainga Ora.

Each party was contacted by letter and given the opportunity to meet with and/or ask questions of members of the Transpower project team.

Transpower has also advised the following tangata whenua groups of the proposal and provided them with a copy of the archaeological assessment prepared for the alteration to the designation:

- Ngāi Tai ki Tāmaki
- Ngāti Maru
- Ngāti Pāoa Iwi Trust
- Ngāti Paoa Trust Board
- Ngāti Tamaoho
- Ngāti Tamaterā
- Ngāti Te Ata
- Ngāti Whanaunga
- Te Ahiwaru Waiohua
- Te Ākitai Waiohua
- Te Patukirikiri
- Waikato Tainui

Ngati Tamaoho are the only party that responded advising they will undertake a Cultural Values Assessment (CVA).

Consultation documentation and written approvals (where provided) are shown in Attachment 8.

Summary

Designation 8517 forms a critical part of the future transmission network needed to support development and electrification in Auckland and Northland.

Transpower continues to work on the cable route and has made substantial progress towards giving effect to the designation.

Transpower therefore requests that Auckland Council grants an extension to the lapse date for designation 8517 until 1 March 2040 in accordance with section 184(1)(b).

Yours sincerely

Sharon Dines **Director**



Attachment 1



8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517	
Requiring Authority	Transpower New Zealand Ltd	
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara	
Rollover Designation	Yes	
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002	
Lapse Date	1 March 2025	

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007).

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 µT for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages

- 5. The works shall be designed and constructed to comply with regulations 58, 60, 69 and 87 of the Electricity Regulations 1997 as in force at the date of confirmation of the designation.
- 6. Any works or equipment shall be designed and constructed so as not to cause existing assets of other utilities to be non-compliant with AS/NZS 4853: 2012 Electrical Hazard on Metallic Pipelines.

Existing utilities

- 7. Transpower shall liaise with all relevant utility operators during the detailed design and subsequent construction processes prior to undertaking any work pursuant to this designation and shall ensure that:
- a. it is aware of the location of all utility services existing at the time of construction in or adjacent to the designation; if necessary, exploratory excavation shall be undertaken;
- b. to the greatest extent practicable, all utility services existing at 28 May 2007 (being the date the Notice of Requirement was lodged) located in or adjacent to the designation are protected from any activity associated with the Upper North Island Grid Upgrade Project which may interfere with the proper functioning of the services;
- c. if it is not practicable to avoid a reduction in the level of service in accordance with (b) above, or if services are otherwise damaged, all utility services existing at 28 May 2007 located in or adjacent to the designation are repaired or relocated at Transpower's expense, to the reasonable satisfaction of the affected utility operator; and
- d. reasonable access to existing utility services located in or adjacent to the designation are able to be accessed during construction.
- 8. Nothing in condition 7(c) requires Transpower to:
- a. provide compensation to any affected utility operator for indirect costs, such as for delays and inconvenience caused; and
- b. put the owner of the utility services in a better position than if the Upper North Island Grid Upgrade Project had not been proposed or installed.

Archaeology: known sites R11/2333 and R11/2384

9. Before any works are carried out associated with the Upper North Island Upgrade Project, Transpower shall make any minor adjustments to the location of the cable trench within the corridor to ensure that the sites R11/2333 and R11/2384 are not damaged by construction of the cable trench.

Advice note:

This condition is subject to any conditions of any archaeological authority granted under the Historic Places Act 1993.

Construction Management Plan (CMP)

- 10. At least 30 working days prior to commencing any construction activity along the designated underground cable route, Transpower shall submit a Construction Management (CMP) to the Council for approval. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or Transpower's intended approach to:
- a. The proposed construction methodology;
- b. Storage and reuse and top soil, including stockpiling areas;
- c. On-site and off-site disposal of soil;
- d. Silt and dust control, during earthwork stages;
- e. Groundwater and stormwater management, treatment and disposal;
- f. Traffic/property access management;
- g. Contaminated land management procedures;
- h. Construction hours;
- i. Existing network utilities protocols and guidelines;
- j. Access and utilities management;
- k. Subject to other specific conditions, cultural protocols and archaeological requirements;
- I. Land stability management and water quality and sediment controls;
- m. Vegetation disturbance/removal and replacement;
- n. Management of construction activities;
- o. Contractor training, including health and safety;

- p. The intended construction programme, including staging if appropriate;
- q. Management of construction noise;
- r. Community information and liaison;
- s. Temporary activities and equipment storage in specified areas;
- t. Contractor car parking in specified areas;
- u. Security and lighting during construction; and
- v. Situations where the proposed cable depth could differ from the 1500 mm shown on Map 6 or 7 of Appendix V (see attachments), including likely reasons for differing depth and means of resolving any issues arising from that depth.
- 11. In preparing the CMP in accordance with condition 10, the following minimum requirements shall be met:
- a. Quality soil shall be reused, where appropriate, and suitable stockpiling areas shall be identified;
- b. Spoil which is not reused, where appropriate, and suitable stockpiling areas shall be identified;
- c. Dust on-site shall be minimised to ensure that there is no dust nuisance off-site as a result of the works. Such minimisation could include spraying with water or covering of areas;
- d. Clean stormwater shall be directed away from bare or earthworked areas and sediment laden runoff shall be properly controlled and managed to minimise any discharge of sediments into watercourses;
- e. As far as practicable, disturbance to riparian areas and stream banks and beds shall be minimised during construction;
- f. Measures for testing and removing any contaminated land along the route shall be developed;
- g. Liaison with existing utility providers with underground services within the designated route shall be undertaken;
- h. Adequate measures shall be implemented so as to avoid land slope failure;
- i. When construction is taking place within the dripline of any tree over two metres in height to be retained on a public road or other public or private land, a qualified arborist shall be engaged to advise on the best method of root pruning and for continuing long-term avoidance of root interference with the cable;
- j. Site contractors shall have available at all working times, at an accessible place along the cable route, copies of all designation and consent conditions, the approved Construction Management Plan and the Draft Protocols entitled Transpower Grid Upgrade Project Protocol for Dealing with Kōiwi or Taonga Unearthed During Construction and the Discovery of Sites of Significance, Wāhi Tapu, Heritage Sites and Archaeological Sites (or updated document). Transpower shall ensure that the contractors understand the designation conditions and consent conditions:
- k. Transpower shall notify the Council in writing at least 10 working days before commencing works (including a separate notification for works commencing in Turanga Creek, Mangemangeroa Stream and Otara Creek), and shall notify the Councils that works have been completed within 10 working days following completion of the works;
- I. Parties adjacent to the route shall be notified prior to commencement of works and shall be regularly updated;
- m. Temporary activities, such as equipment storage shall be undertaken in suitably located areas (ie, not within 20 metres of a watercourse);
- n. Contractor car parking shall be suitably located, so as not to prevent property access; and
- o. Work sites shall be secure and illuminated to restrict access as appropriate.
- 12. In preparing the CMP in accordance with condition 10, Housing New Zealand Corporation shall be consulted.

Advice note:

Where the CMP requires Transpower to give notice to the Council, that notice can be given

progressively, as stages of the work are complete.

Construction hours

- 13. Construction hours shall be as follows:
- a. Monday to Friday: 7am to 6pm;
- b. Saturday: 8am to 1pm; and
- c. Sundays and public holidays: No work.

Except where work is necessary outside the specified days or hours for the following purposes:

- i. Where work is required to be planned to be carried out at low-traffic times, for example, excavation across busy roads, or cable installation;
- ii. Delivery of large equipment;
- iii. Emergencies;
- iv. Securing of the site or removing a traffic hazard;
- v. Cable jointing in self- contained enclosures; or
- vi. Where the distance between the work and the nearest residence is 100 metres or more and all other conditions are met.

Construction and Maintenance Noise

- 14. All construction work shall be designed, managed and conducted to ensure that construction and maintenance noise from the site does not exceed the limits in NZS6803:1999 Acoustics—Construction Noise.
- 15. Prior to any significant construction work taking place, a noise management plan shall be prepared, with the assistance of a suitably qualified and experienced person, that sets out the management procedures in terms of section 8 and Annex E of NZS6803:1999, and the works shall be undertaken in accordance with that noise management plan (other than emergency works).
- 16. The noise management plan required by condition 15 shall be submitted to the Council's Consents Manager for approval, at least 20 working days prior to the works commencing. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.

Advice note:

The noise management plan required by condition 15 can be incorporated into, and be part of the construction management plan required by condition 10.

Vibration

17. Vibration from all construction activities shall not exceed the limits of, and shall be measured and assessed in accordance with, German Standard DIN 4150-3 (1999-02) Structural Vibration – Effects of Vibration on Structures.

Traffic / roading

- 18. Transpower shall prepare a Traffic Management Plan (TMP) which is generally consistent with NZTA's Code of Practice for Temporary Traffic Management (COPTTM).
- 19. The TMP shall be submitted to the Council's Consents Manager for approval at least 20 working days prior to commencement of underground cable construction after consultation with:
- a. The Council;
- b. The following key stakeholders:
- i. Emergency services (including police);

- ii. Bus operators;
- iii. Schools;
- iv. Housing New Zealand Corporation;
- c. Any additional key stakeholders identified by the Council.
- 20. The council shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.
- 21. The TMP prepared by Transpower shall recognise that the paramount purpose of roads is the free passage of the public and its vehicles.
- 22. The TMP prepared by Transpower shall address and provide details of proposed works and/or mitigation measures relating to the following matters:
- a. The likely routes for heavy construction-related traffic;
- b. Details of any necessary road closures, diversions, or deviations which are likely to be required during construction activities, including the likely date, time and duration of such actions. As far as practicable, any necessary temporary road closures should be effected during off-peak periods;
- c. Where diversions or deviations are required, information and recommendations shall be provided by a suitably qualified and experienced traffic engineer of the traffic volumes and capacities of alternative routes, and the likely consequent effects in terms of safety and convenience. The traffic engineer shall ensure that recommended alternative routes are reasonably convenient and capable of safely accommodating diverted or deviated traffic. Transpower shall act on the recommendations of the traffic engineer in relation to alternative routes. Where traffic modelling related to specific intersections is required, the results of the modelling shall be included (see conditions 23 to 25);
- d. Details of the signage intended to advise motorists, residents, stakeholders, and other road users of any road closures, diversions and delays, including examples of signage for diversion routes. Such signage shall be sufficiently clear to enable easy understanding by the general public, and installed at appropriate locations at least seven days in advance of such road closures, diversions and delays. Such signage shall include the use of trailer-mounted electronic signs near the most affected roads;
- e. Details of methods of proposed information dissemination regarding construction activities and associated traffic effects. These details shall include information regarding likely timing and duration of works, alternative routes, access to properties, and any alterations to public transport services. Methods of information dissemination shall include, but not be limited to, public notices in newspapers, radio announcements, signage, information packages, and direct contact with affected properties along those routes;
- f. Inclusion of a communications plan setting out the method of consultation and liaison with key stakeholders and affected parties regarding likely timing and duration of works, alternative routes, access to properties and any alterations to public transport services;
- g. Details of prior consultation or community liaison undertaken with affected residents, key stakeholders, schools, public transport providers, emergency services or representative groups regarding proposed road closures, diversions and delays, and any measures agreed with such groups to address any adverse effects or inconvenience that may arise;
- h. Details of any measures for the purposes of mitigating adverse traffic effects of construction traffic, including safety matters, relating to cyclists, pedestrians, mobility impaired persons, and school children;
- i. Where the cable is proposed to be installed across major intersections and/or arterial roads carrying higher traffic volumes (such as Ti Rakau Drive, Te Irirangi Drive, Chapel Road, Springs Road, East Tamaki Road), three months prior to the commencement of construction an assessment shall be carried out by a suitably qualified and experienced traffic engineer of:
- i. The traffic volumes using such intersections or roads;

- ii. The likely levels of delays and disruptions which may be experienced as a result of cable construction; and
- iii. Identification of locations where such installation works must be carried out in the most timely manner practicable (including where reasonably practicable, the use of alternative methods of installation other than trenching), so as to minimise delays or inconvenience to road users;
- j. Following consultation with public transport providers, details of proposed alternative temporary changes to public transport services during the construction period including but not limited to any route diversions, timetable adjustments, temporary bus stops, and methods of communicating such matters to public transport users.
- 23. Following consultation with the Boards and/or principals of Sir Edmund Hillary College and Sancta Maria College (and any schools subsequently established with accesses and/or egresses adjacent to the underground cable route), Transpower shall ensure, as far as practicable, that works avoid school terms so as to minimise disruption to normal school activities. Details of relevant periods shall be included in the TMP.
- 24. Following consultation with the New Zealand Fire Service, details shall be provided in the TMP of proposed alternative access to and egress from the fire station located at 341 East Tamaki Road.
- 25. Transpower shall carry out traffic modelling at the intersections of Johnstones Road/Springs Road/East Tamaki Road and Chapel Road/Accent Drive/Stancombe Road to assess the impact of the construction works on intersection capacity prior to completing the Construction Management Plan and the Traffic Management Plan as required by condition 20, and incorporate any necessary specific provisions in the CMP.

Advice note:

The traffic management plan required by condition 18 can be incorporated into, and be part of, the construction management plan required by condition 10.

Continuation of access

26. Transpower shall at all times ensure that access to any property temporarily severed by construction is maintained at a level that will enable, as far as practicable, normal operations on the property to continue.

Parking

27. Following consultation with residents, businesses and other directly affected persons, Transpower shall ensure that adequate temporary alternative car parking is provided for residents, businesses and other directly affected persons along or adjacent to the cable route, in the event that construction activity prevents or hinders usual parking. Such arrangements are to be made and advised to affected parties at least five working days prior to the commencement of the work that causes the effect.

Remediation of property, roads and footpaths

- 28. Other than as provided in condition 29, Transpower shall:
- a. within 10 working days of completion of construction on any land, reinstate any private or public land and property (excluding works in road reserves) as far as practicable to its pre-existing state. Such remediation shall include fences, gardens (excluding trees and grass) and other surface equipment or materials; and
- b. as soon as practicable after the completion of construction, re-grass areas that were previously grassed.
- 29. As soon as practicable after the completion of construction, Transpower shall repair any damage

to public carriageways and footpaths (and associated road components) resulting from the impacts of construction. Such repair may involve short-term maintenance to allow for settling and consolidation of carriageways prior to final repair.

Cultural/Spiritual

- 30. If any urupā, traditional sites, taonga (significant artefacts), or kōiwi (human remains) are exposed during site works, the following procedures shall apply:
- a. Works in the immediate vicinity of the site that has been exposed shall cease;
- b. The site supervisor shall immediately secure the area in a way that ensures that any remains or artefacts are untouched;
- c. The site supervisor shall notify representatives of relevant tāngata whenua, the New Zealand Historic Places Trust, the Auckland Council and, in the case of human remains, the New Zealand Police; and
- d. The notification in (c) above shall allow such persons being given a reasonable time to record and recover archaeological features discovered before work may recommence on the exposed site.

Future roading

- 31. Cable installed in the vicinity of:
- a. The Redoubt Road extension between Regis Lane and Ormiston Road (as shown on maps 49-50, Manukau City Council Operative District Plan 2002 (see attachments); and
- b. The possible future road connection between the Scenic Drive and Brownhill Road (as shown on Map 31 of Appendix V (see attachments)); shall be buried to a depth that does not prevent construction of those roads due to the presence of the cables, in the locations shown on those plans, in the future.

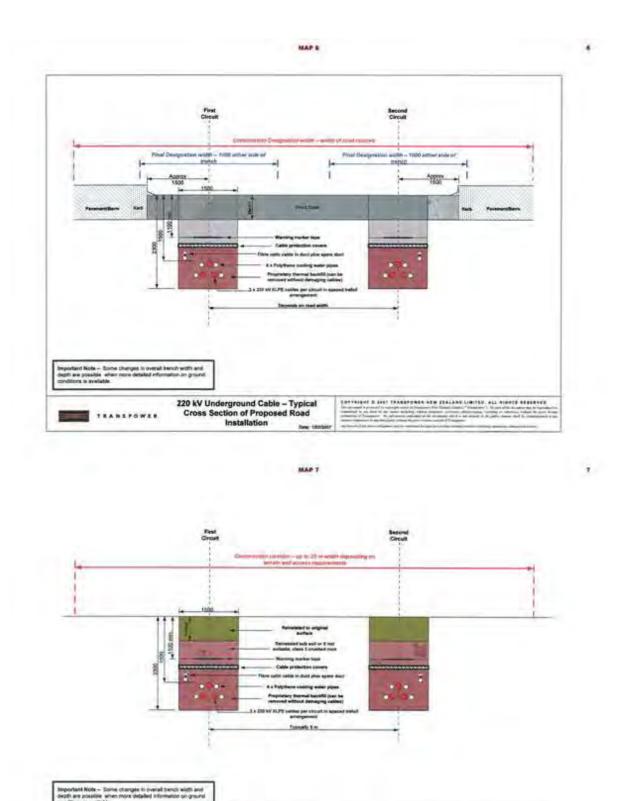
Advice note

1. Any new works or equipment means those works which were not existing prior to the notification of the Auckland Unitary Plan.

Attachments

Maps from Appendix V of the Board of Inquiry

INDEX C	F MAPS AND PLANS REFERRED TO IN PROPOSED DESIGNATION CONDITIONS	SET 4
MAP	PLAN DESCRIPTION	PAGE
UNDERG	PROUND CABLE ROUTE: CONSTRUCTION MANAGEMENT PLAN CONDITIONS	0
Map fi	220kV Underground Cable - Typical Cross Section of Proposed Road Installation	
	L KERNY STREETHING WARRY T. LYPING STREET STREET TO CONTRACT TRACTICAL PROPERTY.	



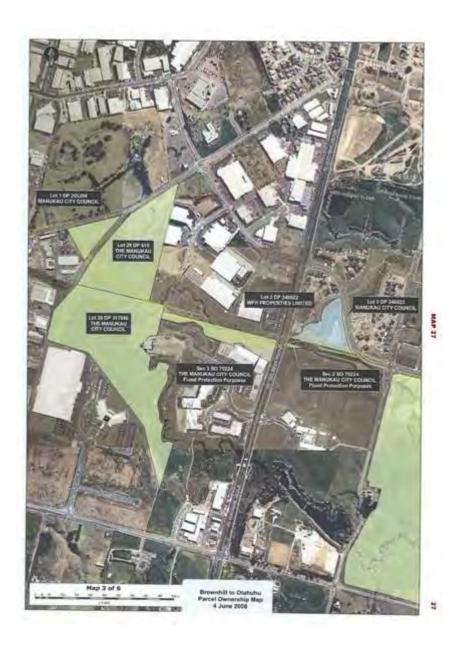
220 kV Underground Cable – Typical Cross Section of Open Ground Installation

MAP	PLAN DESCRIPTION	PAGE
BROWNH	ILL TO OTAHUHU UNDERGROUND CABLE ROUTE CONDITIONS	
Map 24	Brownhill to Otahuhu Parcel Ownership Index Map, 4 June 2008	24
Map 25	Brownhill to Otahuhu Parcel Ownership Map 1 of 6, 4 June 2008	25
Map 26	Brownhill to Otahuhu Parcel Ownership Map 2 of 6, 4 June 2008	26
Map 27	Brownhill to Otahuhu Parcel Ownership Map 3 of 5, 4 June 2008	27
Map 28	Brownhill to Otahuhu Parcel Ownership Map 4 of 5, 4 June 2008	28
Map 29	Brownhill to Otahuhu Parcel Ownership Map 5 of 6, 4 June 2008	29
Map 30	Brownhill to Otahuhu Parcel Ownership Map 6 of 6, 4 June 2008	30
Map 31	Kent Subdivision, Drainage & Water Supply Plan - 2, Manukau City Council, issued 07/08/06	31

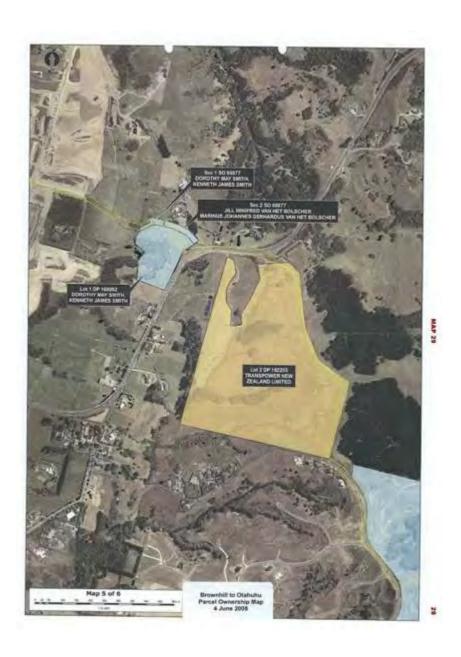








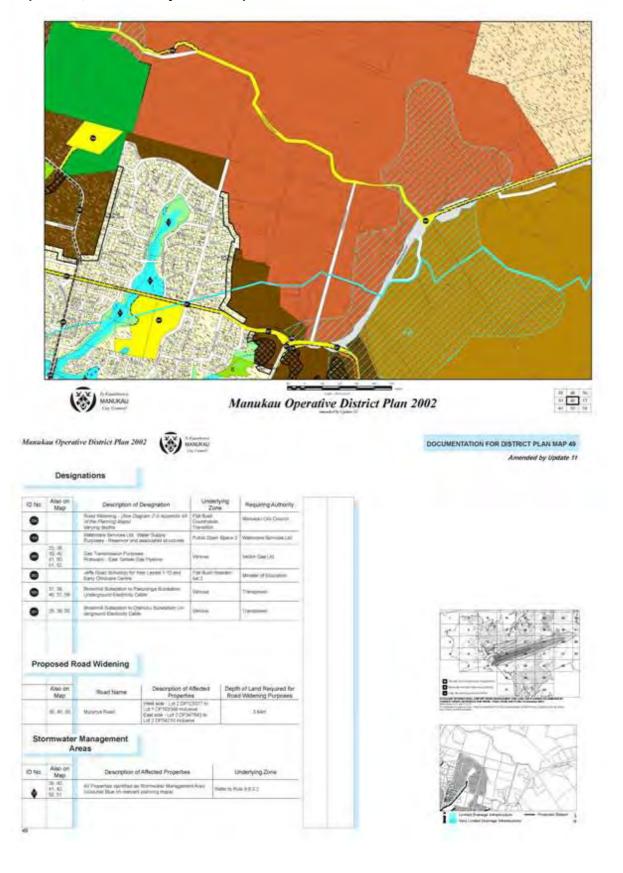


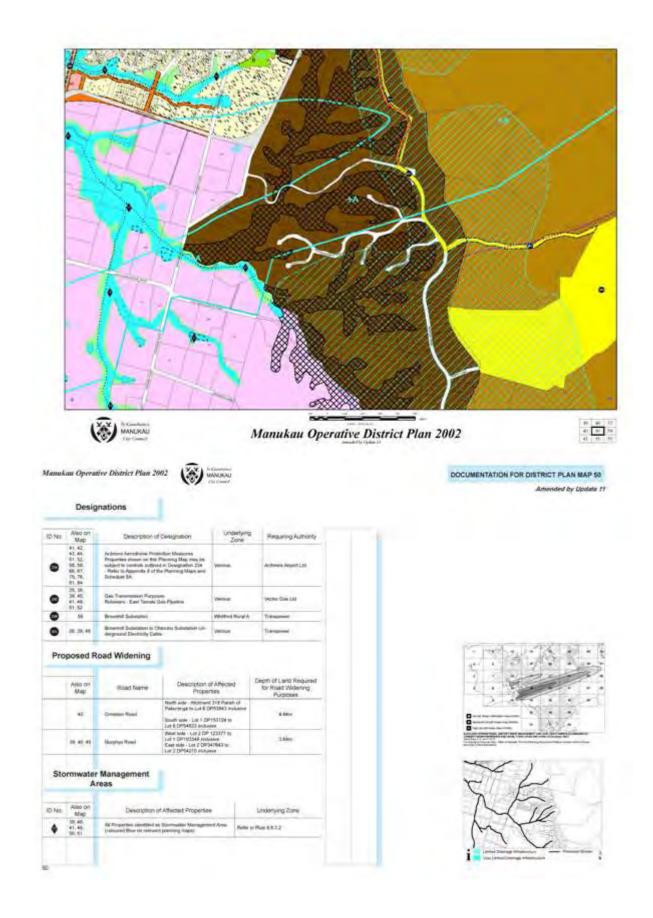






Maps 49-50, Manukau City Council Operative District Plan 2002

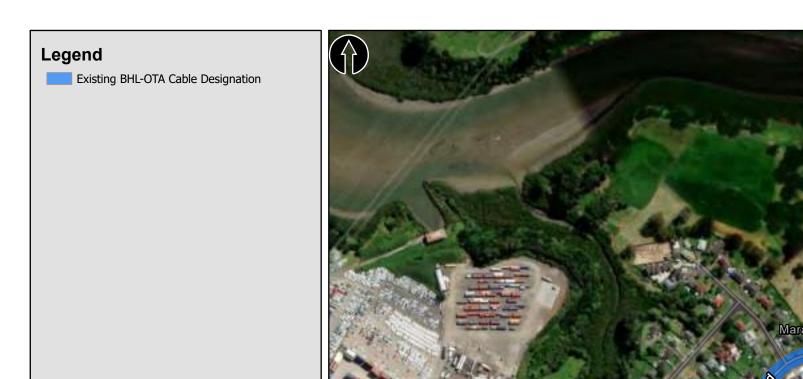




Schedule of Legal Descriptions

Parcel ID /	
Appellation Appellation	
Appointion	

Lot 38 DP 122457	5214767
Lot 39 DP 122457	5258386
5213395	Lot 1 DP 205294
Lot 44 DP 122457	5226343
Lot 45 DP 122457	Lot 26 DP 615
5220406	Lot 28 DP 317068
5229707	Sec 3 SO 70224
5234114	5212610
5234115	5218779
5242071	5263414
5245483	6755102
5247685	6868736
5253250	6868737
5211477	Sec 2 SO 70224
5253250	5263413
5243048	6576298
5209287	Lot 2 DP 348822
5217576	Lot 5 DP 348822
5235744	6755102
5245975	5247056
5259209	5237233
Lot 185 DP 50993	5218750
Allot 355 Parish of Pakuranga	Lot 1 DP 370733
5099005	5263064
5267324	5208695
Lot 279 DP 50344	5225858
5206109	5244805
5215068	Sec 1 SO 68877
5248339	Lot 1 DP 168092
5228620	5208692
5250436	5208693
5237621	5216198
5256686	5257455
5208934	5257462
5245707	5259600
5210416	7060314
Lot 500 DP 436444	Lot 2 DP 182255
Reclaimed Crown Foreshore Survey Office Plan 47238	Lot 3 DP 348822



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Existing BHL-OTA Cable Designation and Auckland Unitary Plan

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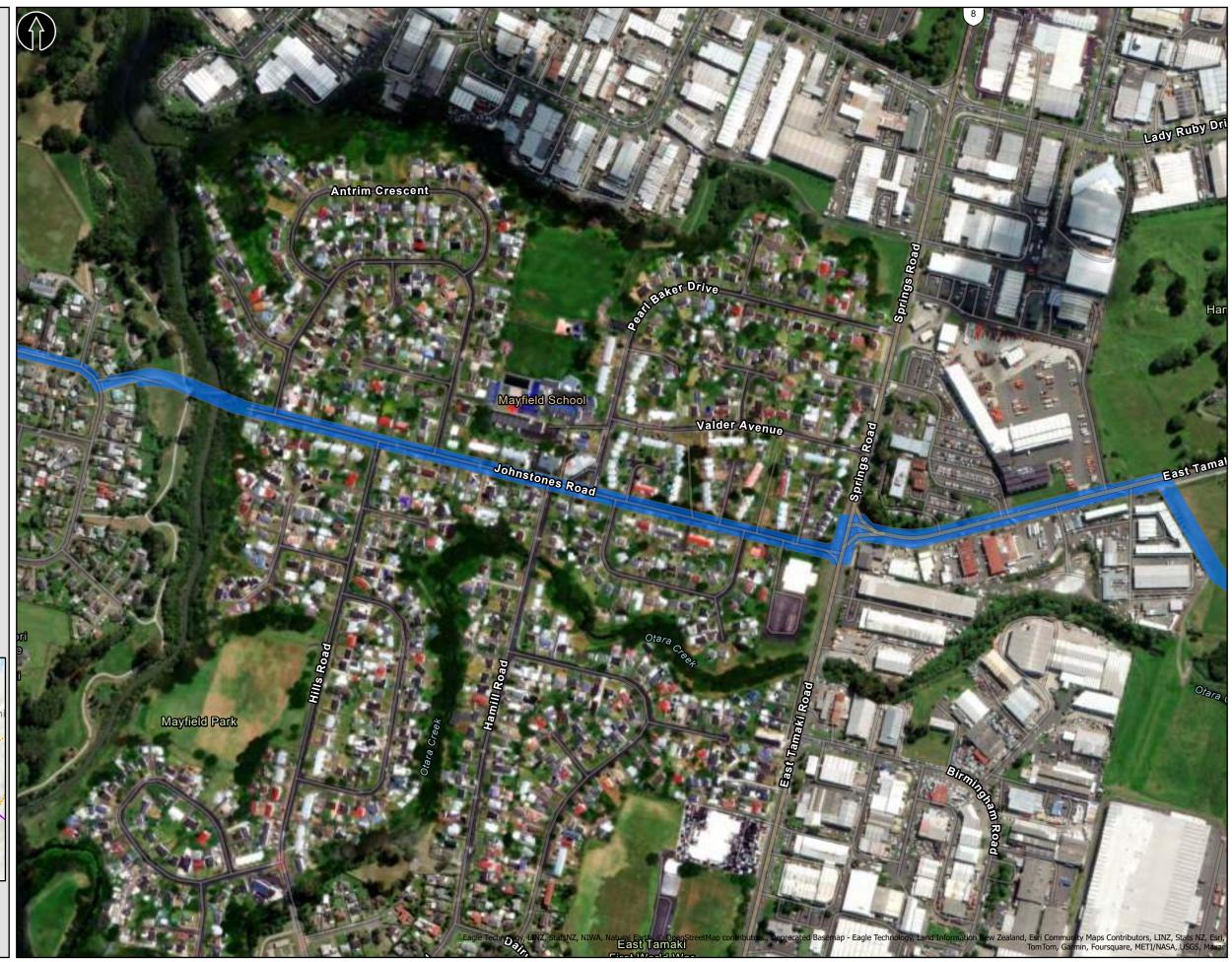


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Mayfield Park





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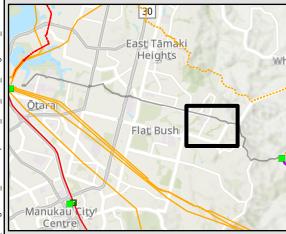
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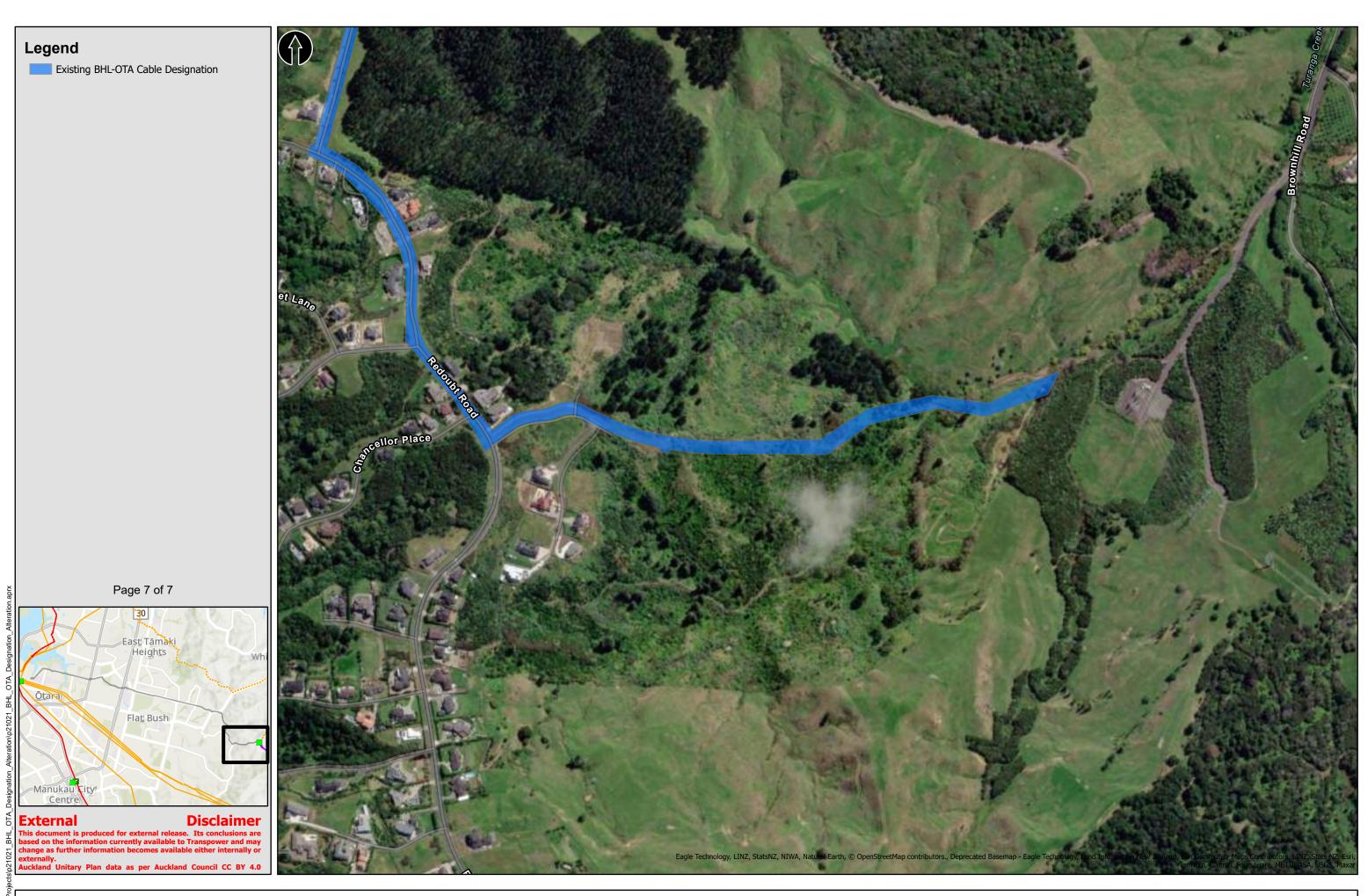
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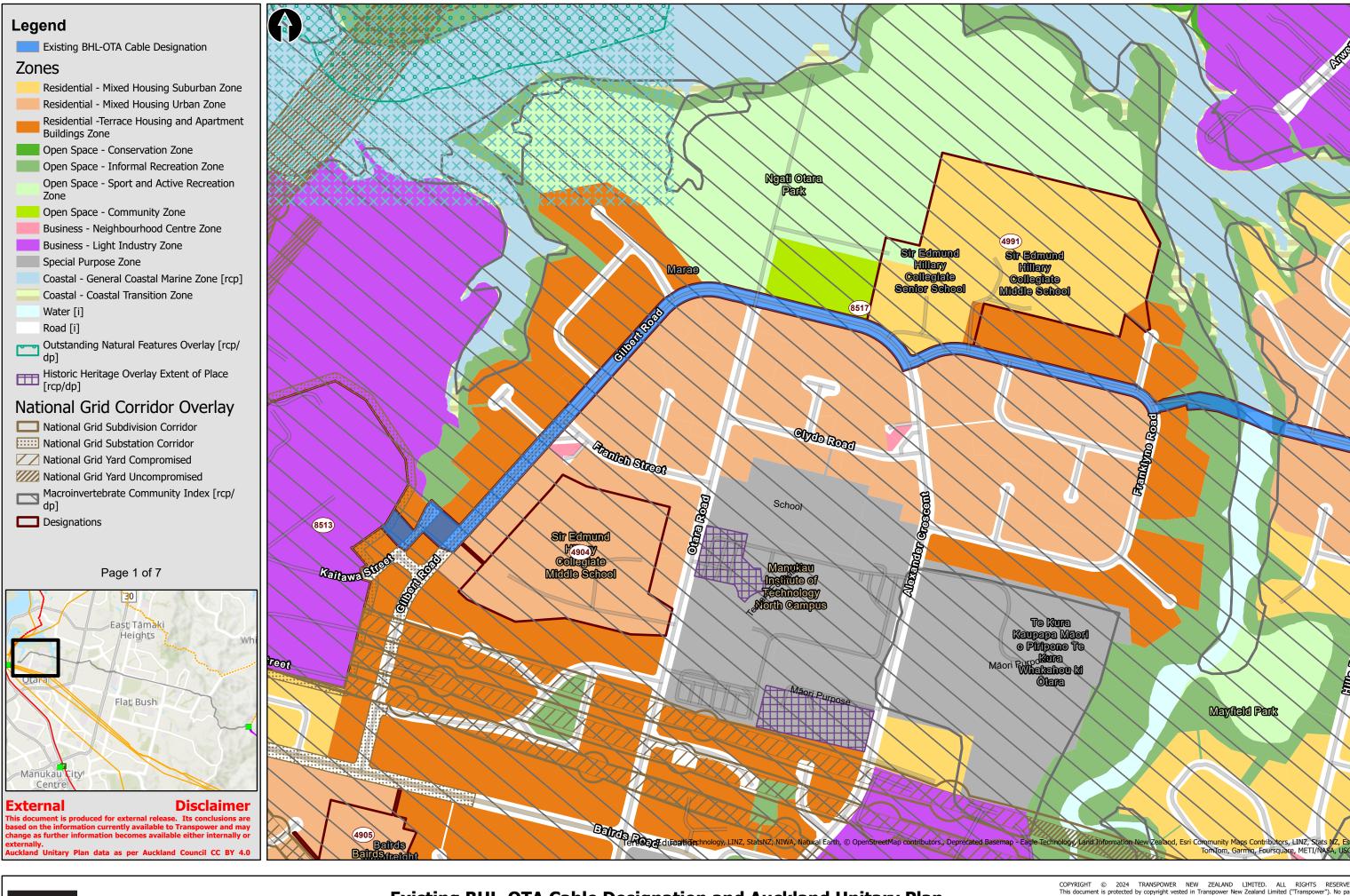
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Attachment 2





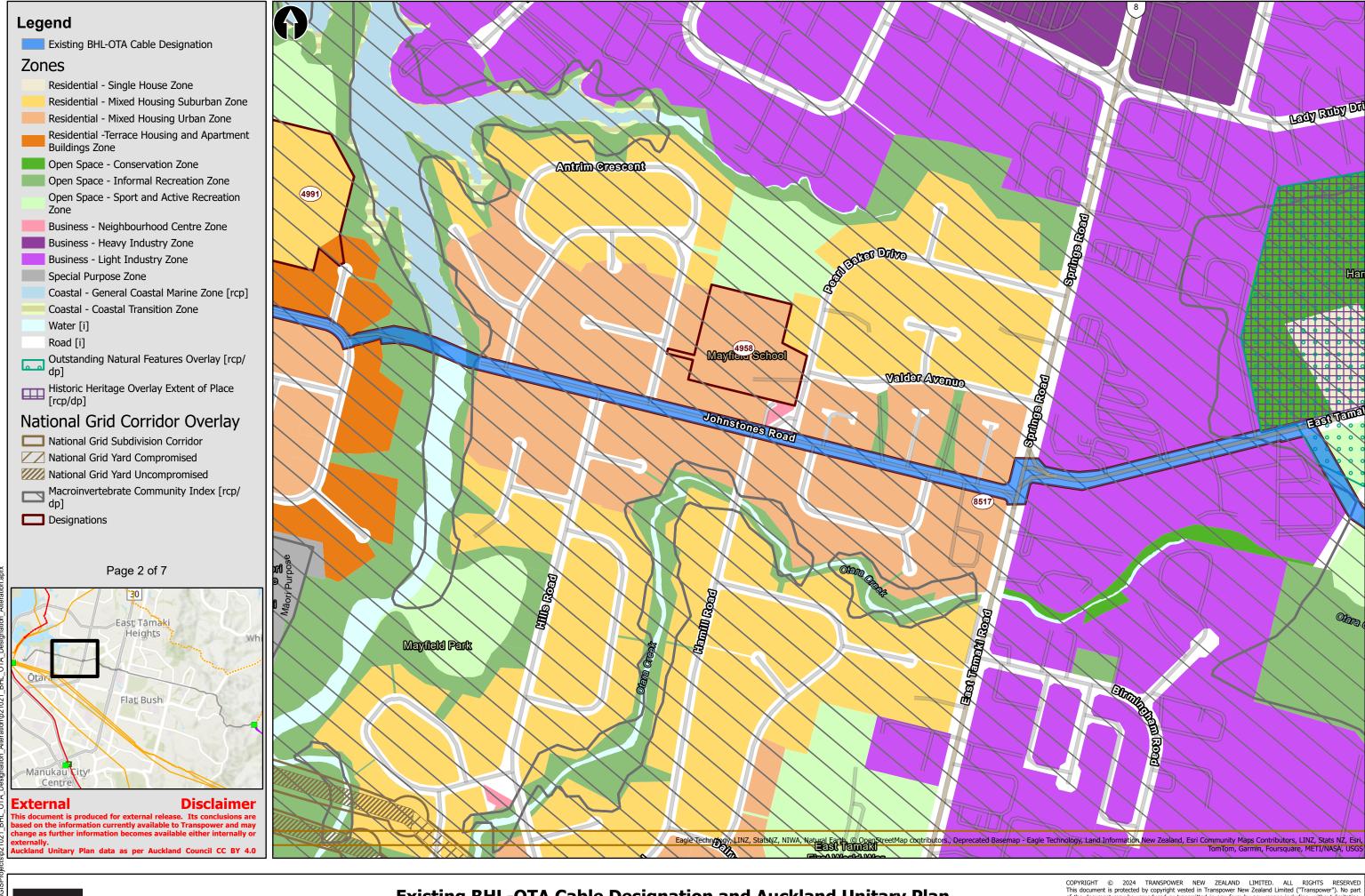
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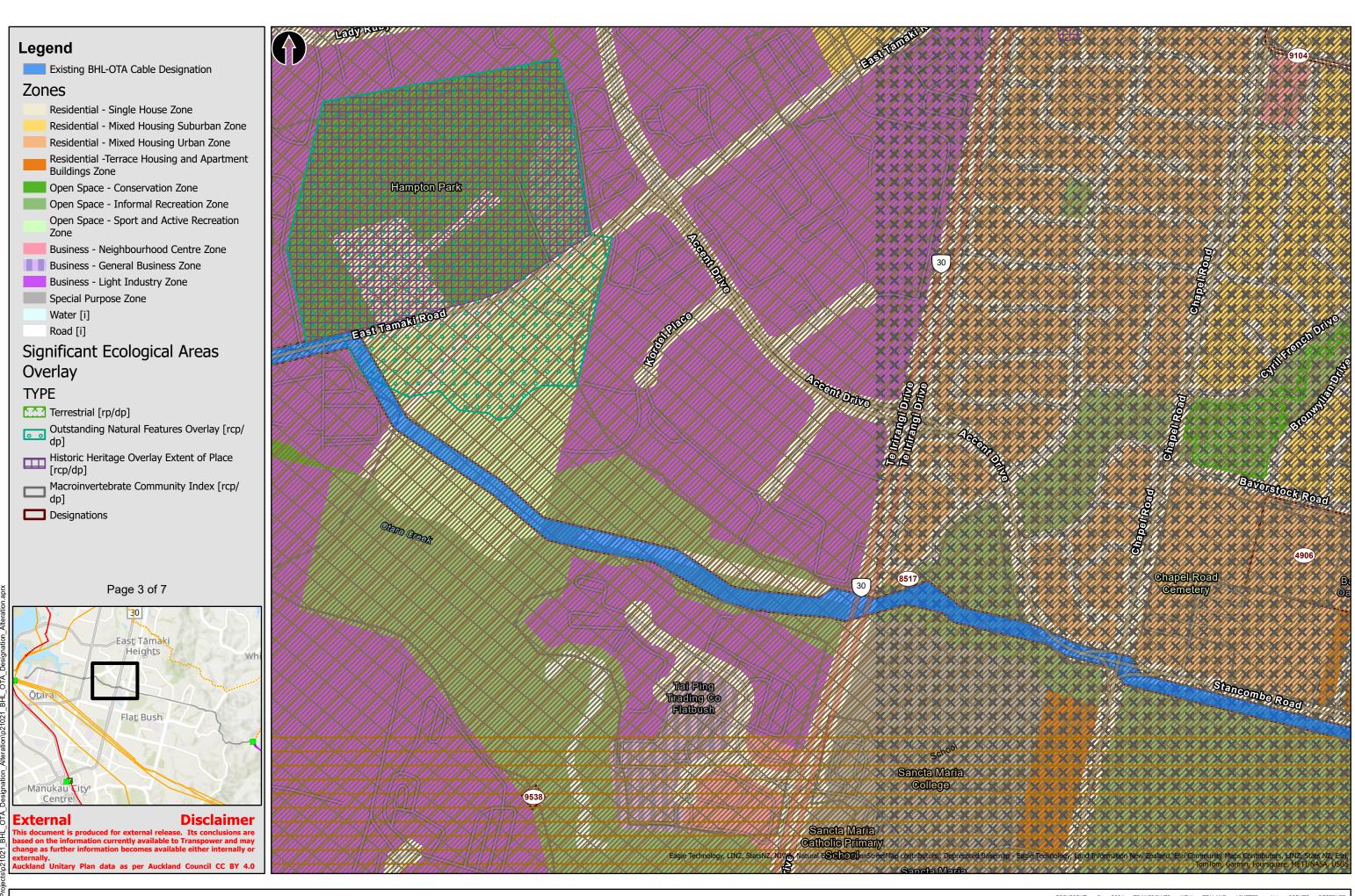
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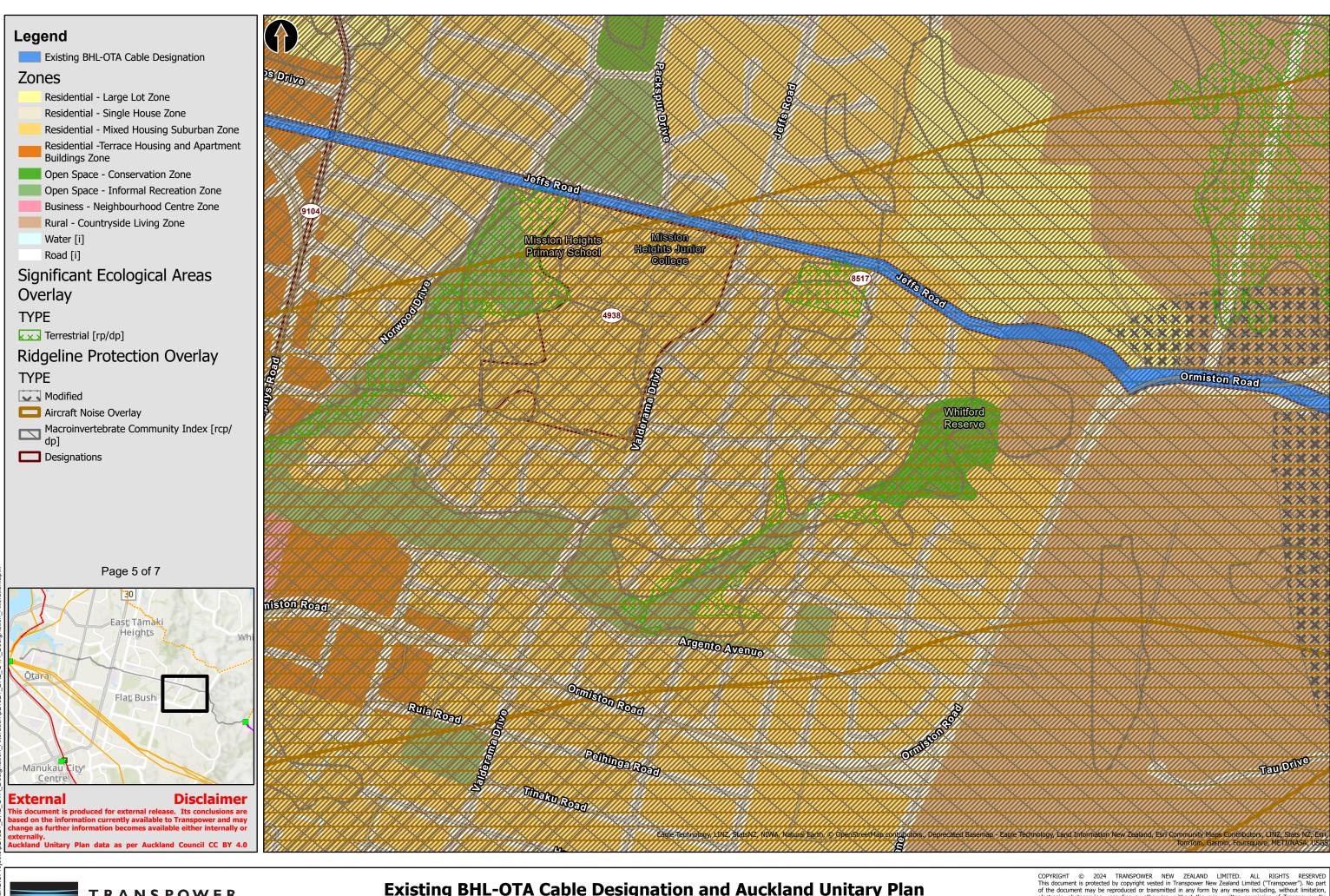
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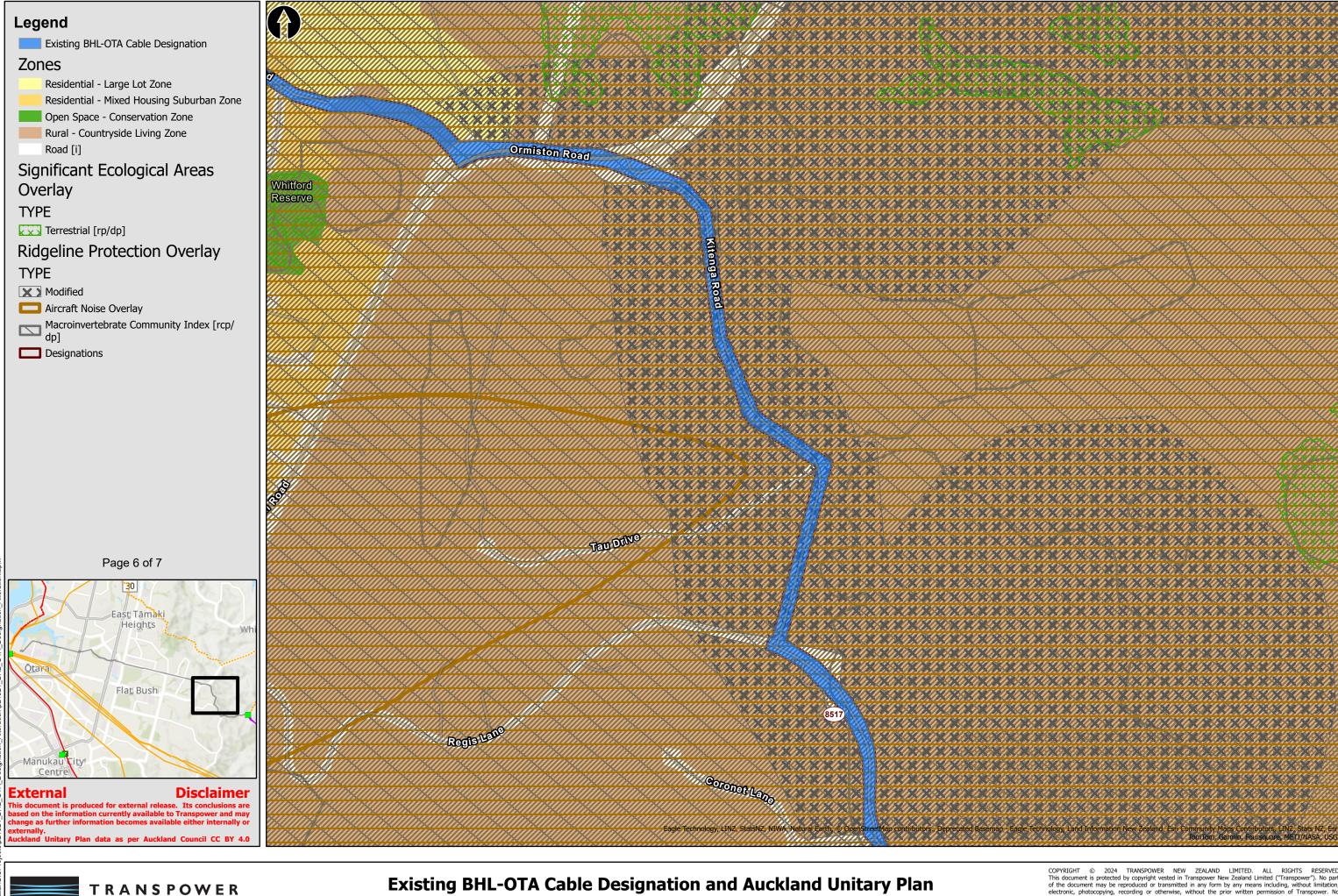
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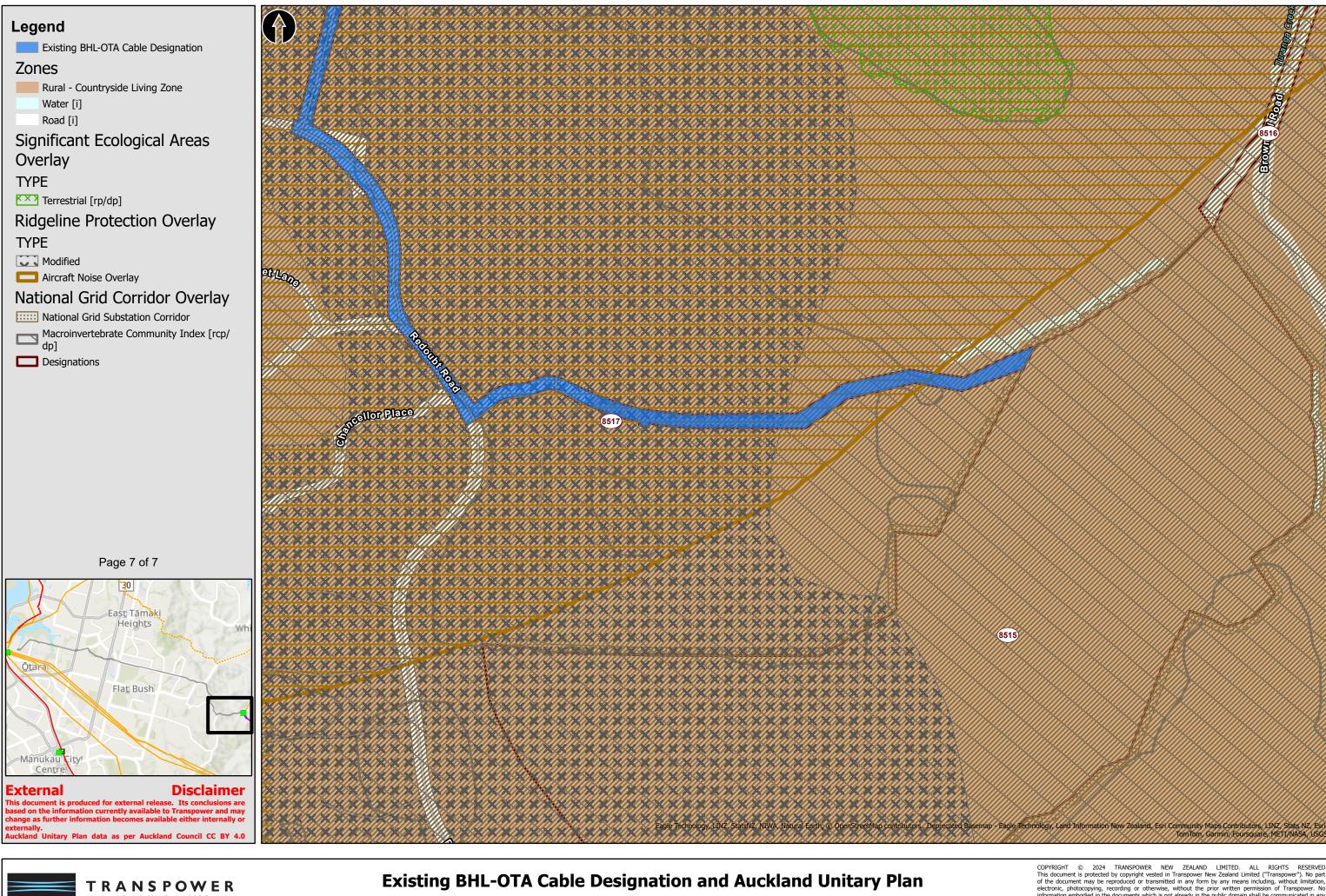
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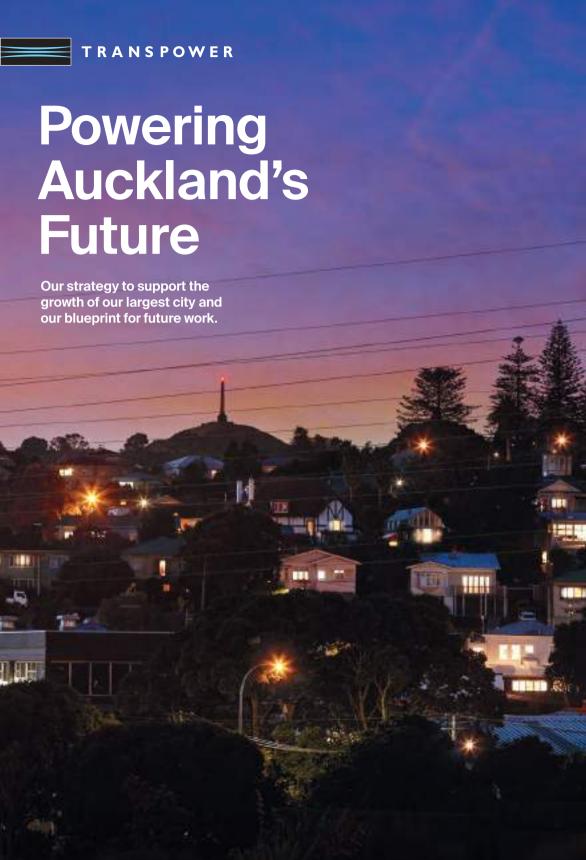
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Attachment 3





Transpower New Zealand Ltd The National Grid

Auckland is undergoing rapid growth.

The infrastructure system that supports and facilitates this growth requires long term planning and coordinated delivery to meet the needs and expectations of its communities.

We know Auckland is focussing on sustainability targets for a climate ready city. At the heart of that work are energy technologies and electrification, and how we maintain a resilient network that can adjust to electricity demand increases while striving to meet climate change aspirations.

Transpower has an important role to play in delivering that energy future for Auckland.

So are we.

Our Auckland Strategy provides us with the blueprint of how the Grid can look in the future. It tells us what changes we can make over time to support growth and when our major maintenance work will be, yet remains flexible enough to adjust to the unknowns.

In Auckland, as in all New Zealand, we will see growth in electrification of transport and industry and new technologies, changing the way we live and consume power. We also know that Auckland has no foreseeable generation planned for the region. This means the way we continue to bring electricity up to and through Auckland is critical. The work we completed in the 2010s on strengthening that supply into Auckland, with a new transmission line and cable, has future-proofed Auckland's supply. It has also allowed us to look holistically at options for the network, giving us flexibility in how we supply power.

So we can confidently say, we are in a great space for the region.



Our key insights and opportunities from the Auckland Strategy investigations

- Our capacity for meeting Auckland's future electricity needs is very good we have a robust network and can meet demand and growth projections.
- Even with changing technology, like batteries and solar power in homes and businesses, we will still need the Grid to bring power into Auckland and through to Northland and to manage peak times and dry winters.
- We have an extensive maintenance programme on our existing lines over the next 30 years to keep our Grid in great shape.
- With significant development and work to Auckland's Grid over time, many of our 110 kV transmission lines can be removed — freeing up land and public spaces and reducing pressures on the communities under our network.
- Our 220kV overhead transmission lines are vital for the security of supply in Auckland and perform a critical role as the backbone of our network (e.g. Henderson – Ōtāhuhu). To recreate the resilience of overhead lines with underground cables leaves our network exposed to risks of supply. These risks can be mitigated but at a much greater cost in terms of land use and money.

- Timings for these projects are long term and require other critical work on the Grid first. It needs to happen over time, sequentially with input from our customers e.g. Vector and Counties Power.
- We are part of a bigger picture coordinating with other infrastructure providers for work in Auckland.
- We are unable to fund undergrounding via our current regulatory framework and this is unlikely to change in the foreseeable future.
- Our projects will continue to need to meet the investment test set out by our regulators. There are no significant changes to our regulatory framework for funding approvals on the horizon
- We will still need, as planned, a second cable to the North Shore around 2040 to meet future demand.

What you said

- Maintaining a secure electricity supply is paramount—lights on 24/7.
- Looking at the urbanisation under our lines is a priority—removing visual and development barriers are important (undergrounding lines that are over properties).
- You want to see a coordinated approach with infrastructure agencies for planning and efficiencies.
- You want to know what the future looks like for power in Auckland and how new technology can serve our communities e.g. solar and batteries.
- You asked what would need to be done to bring our line removal work forward?

What we're doing

- We've looked at how to relieve the growth and development constraints on Auckland around our network.
- Our investigation work on Auckland's network has considered the best possible way to rationalise our footprint without compromising electricity supply or growth and development for other infrastructure agencies.
- We found line removal, where possible, was more desirable than undergrounding as it was less restrictive on land use above and costs significantly less.
- Our strategy helps provide direction on what work we need to complete in the future and what we can do to the Grid over time.
- Our Te Mauri Hiko conversations look at the future of electricity supply in NZ as a whole and the changes over time.
- We'll be making sure we become more flexible to the changing role of the Grid over time as new technologies are adopted.
- We are looking at the work we will need to do on The Grid to bring forward any work. These investigations are complex because the work needs to happen sequentially before we can progress with any line removal work.







Transmission Lines by Voltage

- 110 kV Overhead (existing)
- -- 110 kV Cable (existing)
- 220 kV Overhead (existing)
- 220 kV Overhead (new)
- -- 220 kV Cable (existing)
- -- 220 kV Cable (new)
- 400 kV Overhead (operated at 220kV)

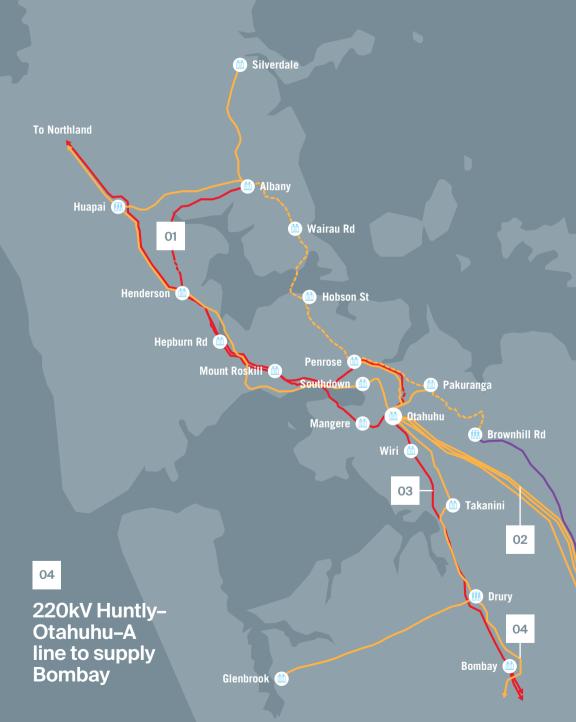
2020-30

01

110kV Albany – Henderson overhead to be removed 02

220kV Otahuhu-Whakamaru A and B reconductoring 03

110kV Wiri – Hamilton overhead to be removed





Substation

Switching Station

Transmission Lines by Voltage

- 110 kV Overhead (existing)
- -- 110 kV Cable (existing)
- 220 kV Overhead (existing)
- 220 kV Overhead (new)
- -- 220 kV Cable (existing)
- -- 220 kV Cable (new)
- 400 kV Overhead (operated at 220kV)

2030-50

05

220kV Albany – Pakuranga cable to be installed 06

220kV Brownhill Rd – Otahuhu cable to be installed

07

Reconductor 220kV Henderson -Otahuhu A line





Substation

Switching Station

Transmission Lines by Voltage

- 110 kV Overhead (existing)
- -- 110 kV Cable (existing)
- 220 kV Overhead (existing)
- 220 kV Overhead (new)
- -- 220 kV Cable (existing)
- -- 220 kV Cable (new)
- 400 kV Overhead (operated at 220kV)

2050+

08

220kV Connection from Henderson -Otahuhu A line into Hepburn Rd 09

Both 110kV
Henderson –
Hepburn Rd lines
to be removed

10

110kV Mount Roskill – Mangere and Mount Roskill – Otahuhu (via Penrose) lines to be removed



Key

Substation



Transmission Lines by Voltage

- 110 kV Overhead (existing)
- -- 110 kV Cable (existing)
- 220 kV Overhead (existing)
- 220 kV Overhead (new)
- -- 220 kV Cable (existing)
- -- 220 kV Cable (new)
- 400 kV Overhead (operated at 220kV)

The Grid in the future



Be part of our conversations

For more information on this project or if you would like to be part of these conversations please contact Auckland Development Stakeholder Engagement Manager Selina Corboy on 021 805 861 or email Selina.corboy@transpower.co.nz

Discover our energy future

Visit transpower.co.nz to read more on our energy future, and read Te Mauri Hiko, our study looking at our challenges and opportunities for a sustainable electricity future for New Zealand.

Attachment 4





RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

Search Copy



Identifier 694383

Land Registration District North Auckland

Date Issued 10 December 2015

Prior References

535517 535523

Estate Fee Simple

Area 3.3747 hectares more or less
Legal Description Lot 301 Deposited Plan 486594

Registered Owners

Lily Investment 265 Trustee Limited

Interests

Appurtenant hereto is a right of way specified in Easement Certificate A264665A - 18.1.1968 at 2:30 pm

The easements specified in Easement Certificate A264665A are subject to Section 351E (1) (a) Municipal Corporations Act 1954

Appurtenant hereto is a right of way created by Easement Instrument 8687474.8 - 2.2.2011 at 5:07 pm (affects part formerly Lot 500 DP 436444)

The easements created by Easement Instrument 8687474.8 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity, gas, water telecommunications and computer media created by Easement Instrument 8687474.9 - 2.2.2011 at 5:07 pm (affects part formerly Lot 500 DP 436444)

The easements created by Easement Instrument 8687474.9 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8687474.10 - 2.2.2011 at 5:07 pm

Land Covenant in Easement Instrument 8700690.2 - 21.2.2011 at 4:47 pm

Subject to a right (in gross) to convey electricity over part marked BD on DP 486594 in favour of Transpower New Zealand Limited created by Easement Instrument 10222607.2 - 30.10.2015 at 2:34 pm

Subject to a right to drain water over part marked Q on DP 486594 created by Easement Instrument 10193831.5 - 10.12.2015 at 1:11 pm

The easements created by Easement Instrument 10193831.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part marked XZ on DP 486594 in favour of Transpower New Zealand Limited created by Easement Instrument 10193831.6 - 10.12.2015 at 1:11 pm

The easements created by Easement Instrument 10193831.6 are subject to Section 243 (a) Resource Management Act 1991 10366474.2 Mortgage to Bank of New Zealand - 1.4.2016 at 4:38 pm



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

Search Copy



Identifier 694371

Land Registration District North Auckland

Date Issued 10 December 2015

Prior References

535516 535517 535523

Estate Fee Simple

Area 19.9934 hectares more or less
Legal Description Lot 1, 302 Deposited Plan 486594

Registered Owners

Lily Investment 227 Limited

Interests

Appurtenant hereto is a right of way specified in Easement Certificate A264665A - 18.1.1968 at 2:30 pm

The easements specified in Easement Certificate A264665A are subject to Section 351E (1) (a) Municipal Corporations Act 1954

Appurtenant hereto is a right of way created by Easement Instrument 8687474.7 - 2.2.2011 at 5:07 pm (affects Lot 1 DP 486594 formerly Lot 9 DP 436444)

The easements created by Easement Instrument 8687474.7 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way created by Easement Instrument 8687474.8 - 2.2.2011 at 5:07 pm (affects part Lot 302 DP 486594 formerly Lot 500 DP 436444)

The easements created by Easement Instrument 8687474.8 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity, gas, water telecommunications and computer media created by Easement Instrument 8687474.9 - 2.2.2011 at 5:07 pm (affects part Lot 302 DP 486594 formerly Lot 500 DP 436444)

The easements created by Easement Instrument 8687474.9 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 8687474.10 - 2.2.2011 at 5:07 pm

Land Covenant in Easement Instrument 8700690.2 - 21.2.2011 at 4:47 pm

Subject to a right (in gross) to convey electricity over part Lot 302 DP 486594 marked BE on DP 486594 in favour of Transpower New Zealand Limited created by Easement Instrument 10222607.2 - 30.10.2015 at 2:34 pm

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 486594)

10193831.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.12.2015 at 1:11 pm (affects Lot 1 DP 486594)

Subject to a right of way over part Lot 302 DP 486594 marked Z on DP 486594 created by Easement Instrument 10193831.5 - 10.12.2015 at 1:11 pm

Appurtenant to Lot 1 DP 486594 herein is a right to drain water and sewage created by Easement Instrument 10193831.5 - 10.12.2015 at 1:11 pm

The easements created by Easement Instrument 10193831.5 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 10193831.10 - 10.12.2015 at 1:11 pm

10193831.11 Encumbrance to Lily Investment 227 Limited - 10.12.2015 at 1:11 pm 10357219.4 Mortgage to Industrial and Commercial Bank of China (New Zealand) Limited - 14.3.2016 at 5:53 pm



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD





Identifier 694382

Land Registration District North Auckland

Date Issued 10 December 2015

Prior References

535523

Estate Fee Simple

Area 14.2451 hectares more or less
Legal Description Lot 23 Deposited Plan 486594

Registered Owners

Lily Investment 227 Limited

Interests

Appurtenant hereto is a right of way specified in Easement Certificate A264665A - 18.1.1968 at 2:30 pm

The easements specified in Easement Certificate A264665A are subject to Section 351E (1) (a) Municipal Corporations Act 1954

Appurtenant hereto is a right of way created by Easement Instrument 8687474.8 - 2.2.2011 at 5:07 pm

The easements created by Easement Instrument 8687474.8 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity, gas, water telecommunications and computer media created by Easement Instrument 8687474.9 - 2.2.2011 at 5:07 pm

The easements created by Easement Instrument 8687474.9 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 8687474.10 - 2.2.2011 at 5:07 pm

Land Covenant in Easement Instrument 8700690.2 - 21.2.2011 at 4:47 pm

Subject to a right (in gross) to convey electricity over part marked BF on DP 486594 in favour of Transpower New Zealand Limited created by Easement Instrument 10222607.2 - 30.10.2015 at 2:34 pm

10193831.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.12.2015 at 1:11 pm

Appurtenant hereto is a right of way created by Easement Instrument 10193831.5 - 10.12.2015 at 1:11 pm

The easements created by Easement Instrument 10193831.5 are subject to Section 243 (a) Resource Management Act 1991 10357219.4 Mortgage to Industrial and Commercial Bank of China (New Zealand) Limited - 14.3.2016 at 5:53 pm

View Instrument Details



Instrument No Status Date & Time Lodged Lodged By 10193831.6 Registered 10 December 2015 13:11 Orr, Andrew James Robertso



Affected Computer Registery **Land District** 604383 North Apakland Annexure Schedule: Contains 11 Pages **Crantor Certifications** ¥ Lecrify that I have the authority to set for the Grantor and that the party has the legal capacity to acthorise me to lodge this distributed Lectify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this 7 rostrypagot Lecrity that any statutory provisions specified by the Registrar for this class of instrument have been complied with or demot apply 9 Lecrify that I hold evidence showing the furth of the certifications. This eigeneand will retain that evidence for the prescribed period. 9 Lecrity that the Mortgaged under Mortgage 9767739 2 has consented to this transaction and I hold that consent Legnity that the Marrasgee under Mongage 97677394 has consented to this transaction and I hold that consent Lecrity that the Mortgagee under Mortgage 9767745 3 has consented to this transaction and I hold that consent ₹7 Lecrify that the Engineerancee under Engineer 1/12/2607.3 has consented to this transaction and I hold that consent Signature Signed by Andrew James Reherso Omas Grantor Representative on 09 00 2016 06/07 PM. Grantee Certifications Lecrity that I have the authority to get for the Grantee and that the party has the legal capacity to authorise me to Ÿ lodge this mistrimizant Legrify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this Lecrity that any statutery provisions specified by the Registrar for this class of instrument have been complied with or demot apply. ₩. Learnify that I hold evidence showing the rrink of the certifications," have given and will rerain that evidence for the presented period. Signature Signed by Andrew James Robertso On as Grantee Representance on 99 02 2016 09:07 PM.

"" * End of Report "" *

Annexure Schedule: Page 1 of 11

Easement instrument to grant easement or *profit à prendre,* or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district			
North Acckland			
Granter			Somunio(s) must be <u>und</u> oglyted.
Try Investment 227 Emited	•		
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Grantos			Somernois) must be <u>undgranes</u> .
Transpower New Zealand Similar			
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–	prendre or creation of	Covenant	
The Granter, he registered			n Schoolile A. grants to the
Grantee (and, if so stated, in protthe covenant(s) set out in 5chodu Schedule(s)	ss(, the pastment(s) act	rrafit(s) à prendre set oi	it in Schedule A, or creates 🗼
Schedule A		Capture # addition	- — —
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Right to convey electricity (XZ on DF 486594	69438 4 13	In gross
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Easements or profits à prendre	rights		
and powers (including terms, c	ovenants, Dolete i		emoralistic number as conducted
and conditions)	***		ti Annexure hehedide if required
Unless otherwise provided below, a prescribed by the Land Transfer Re			
The implied rights and powers are	voried/negotived/add	ded to ar substituted t	w:
Memorandum number	, registered line	er section 155A of the L	and Transfer Act 1952:
[ng provisions[set_gut in the Aside	xina Schedule		<u>. </u>
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Annexure Schedule: Page 2 of 11

	Annexure Schedule									
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East	ment	rights and powers (including	g terms, covenants and cor	nditions)						
٠ 1	GRA	NTEE'S REGNTS								
וו	The	Grantup shall have the following	rights and powers.							
	(a)	to Construct, remove, inspect, to and modify the Works or an the Easement Area provided the voltage of the Works heyond to situated under the surface of the non-level with the surface of	ny part of the Works located in hat the Grantee must not incr he Maxim im Design Specifica the Basement Area except for	n, on, uniter or level least, the neminal ep itions provided that	l with the sor ocrating elec alt Works his	face of topity cat be				
		(i) service covers;								
		fii) — diaques, signs, posts, m	arkings and himilar items; an	=						
		(iii) access tracks, security d	loors, wälls, gates and fences	(including boundary	y fences and	wolls);				
	Ib)	to convey, conduct, send, distributed send of the Works provided in an artistic works are conducted in the works provided in the works are conducted in the	t monitering signals and to co							
		(i) in using the Works for ri the Maximum Design Sp	loctricity nurposes the Grapte pecifications; and	e will not exceed th	a Amids set o	ast in				
:		the Grantee's coromonic	: Works for telecommunication ations, being the supervision, anis (including protection syst ly.	no bris gardatinem,	ntro at thr					
	(4)	ro indicatake all tests, inspection reasonably necessary for the C								
	(e)	to enter and remain in, on, gra- reasonably necessary in the ci- the purposes of exercising the	comstances with or without V	Vehicles, machinery	or Equipmen					
	(e)	to Construct, inspect, use, rep- modify adjacent fences and wa- remove or trim vegetation on it Grance reasonably considers to Instrument, provided that the impassonably withheld or color right of use) but the Granton is consent;	olls on the Land (including an the access tracks at the cost o necessary in order to exercise Grantee will obtain the consi- yed) before exercising its righ	the boundary of the of the Grantee to the or thingbly appoints at of the Brantor (w its appoint this course	Etand) and p elexternithat is Fasement which shall no (exception	io i the otibe				

(*) to Construct security doors, walls and gates on the Fashment Area where required to enable \$3.055 to and along the Pashment Area and to inspect, use, repair, maintain, renew, other, remove and modify those security doors, was and gates at the cost of the Grantee to the extent that the Brantee reasonably considers necessary in order to exemise, its rights ander this Fashment.

Instrument;

Annexure Schedule: Page 3 of 11

Annexure Schedule

Inse	et typ	pe of Instrument				
		Dated Page of Pages				
		Continue in additional Annexure Schedule, if required.				
!	(a)	to dirar and keep the Essement Assa clear of trees, shrubs, vegetation, structures (including tences, walls and buildings), soil, earth, gravel and stone which is or is skely to be or become, in the reasonable balloon of the Grantee, a danger or bazard to the safety or operation of the Works, or as is necessary to remove so as not to impede the Grantee's access to the Works or interfere with the Grantee's rights under this flasoment Instrument;				
	(h)	to open up the soil of the Casement Area and excavate or remove timber, vegetabon, soil, earth, grave, and stone from the Fascinent Area where reasonably accessary in order to assist the Grantee to exercise itsirights under this Fascinent Instrument:				
	()	to temporarily Occupy any part of the Basement Area where reasonably necessary in order for the Grences to exercise any of its rights under this Basement Instrument including to Construct the Works and in boing so the Granton may fence off the occupied Air aland prevent or restrict the Granton's access to the occupied area provided that the Grantoe shall ensure that, in relation to those parts of the Passement Areas which the Granton uses as read, right of way or access way, at least one lane of the Passement Area communes to be passaged by mostif vehicles at all times or that adequate a ternative access is made available, at the Granton's cost, to the users of the mad, right of way or access way; and				
	ω	to remove soil and water from the Easement Area and deposit or discharge that soil or water onto the Easement Area where necessary in order to assist the Grantee to exercise to other rights under this Pasement Instrument provided that the Grantee will consult with the Granter Defore exercising its hight under this clause.				
,	GRA	NTOR'S OBLIGATIONS				
2.1	The Granton will not, without the prior written consent of the Grantee (such consent not to be unreasonably or arb (rarily withheld or delayed), do or allow the following to be done:					
!	(a)	after construction of the Works, after or disturb the present grades and contours of the surface of the Fasement Area or excavate, stockpris or deposit material on the Fasement Area:				
	(b)	creatively building or other structure (including fences) on the Exserient Area,				
	(4)	operate any deep cultivating equipment on the Easement Area;				
	(2)	imbede the Grantee's access over the Lasement Area,				
	(6)	light any fires or burn off vegetation within the Easement Area;				
	(f)	impode the Grantee's rights set out in clauses 1.1(a) to 1.1(i); or				
	(4)	calledy other thing on the Land which May Cause distringe to the Works or enduring this continuity or safety of the supply and distribution of clotted ry.				
2.2	The Granter must consult with the Grantee before doing or allowing the foliowing to be done and must comply with any reasonable conditions required by the Grantee on the uncertaking of any of the following:					
	(a)	ρ antiny any vegetation within 4 metres either side of any Works constructed within the Hasement Area:				
		·				

Annexure Schedule: Page 4 of 11

Annexure Schedule

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		l l		_		
	(a)	installing any cables, pipes or similar installati	<u>Cacapye in Adolticeal Act</u> Ion uses for the Conveyars			
	,	telecommunications, gas, sewage, water or an surface of the Sasement Area;	-		_	
	(c)	operating any Equipment or Vehicles on the Li vilograms or which may vibrate or compact th	_	is mon	e than 1,7	ec
	(J)	undertaking any landstabing works on the Eas	sement Area (but subject	to c 1 L	se 2.1(a)).	
2.3	This	Grantee must				
	(F)	respond to any request mach by the Granton f 10 Working Days and failure to respond with a proposed activity:				
	(b)	actively consult with the Grantor in respect of $\lambda.2_{\rm p}$ and	any activity proposed by	the Gra	intoi linije	r dause
	(=)	not refuse consent to antry to prevent the uno provided that the activity is undertaken street by the Grantse under clause 2.2.				
2.4	from Gran the d prop arrit and d	e Grantor proposes to subdivide the Land in a in cany road adjoining the Land to and along the B tran having legal and practical adjoes to and alo torsent of the Granton to the subdivision. The C cased subdivision to protect the Granton's access ation, a condition requiring the Granton to grant conditions prepared by the Granton and at no co works.	asement Area or which wing the Pasement Area, the Pasement Area, the Pasement Area, the Pasement at the Pasement at the Pasement at the Pasement Area and the Pasement Area area.	ll othe Grant nable at Area to the s	ovise prev for will firs conditions tilinalishing Grantae or	ent the Cobtain On the July-Thout Greens
2.5	The	The Grantor will Lear the costs of managing vegetation on the Pasiement Area.				
3	GRA	NTEE'S OBLIGATIONS				
31	The Grantce acknowledges that substantial pairs of the Fascinent Area are roads or may be used as roads in the future by the Granton and the Grantce Agrees to cause as little disturbance as reasonably possible to the surface of the Fascinent Area, will restore the pairs of the Fascinent Area which are a sturbed by the Granton to as close as reasonably possible to its condition before the exercise by the Grantee of its rights under this Easement Instrument and will make good any other citext physical comage caused by the exercise of the Granton's rights. The Granton acknowledges that the exercise by the Granton of some of the Granton's rights under this Fascinent Instrument may require sign Scant worthworks and other a sturbance to the Hasement Area and his then acknowledges that such significant earthworks and other disturbance will not be of don'd a breach of this playing.					
4.2	fram	Grander will bear flie whole cost of maintaining the Granton's breach of this Fasement Institum Fasement Instrument.				

Annexure Schedule: Page 5 of 11

Annexure Schedule

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Compute in additional Annexure Schedule, if inquired.

- 3.3 The Grantine will give not de to the Grantor before exercising its rights under this Pasement Instrument as follows:
 - (a) defore entening the Land to Construct, remove, repair, maintain, renew, after, replace, upgrade, additionard modify the Works in the Casement Area, the Grantee will give the Grantor at least 10 Working Days's of delinivariting; and
 - (b) before entering the Land to inspect or operate the Works in the Essement Area, the Grantee will give the Granter at least 5 Working Days' notice in writing.
- 3.4 If the Grantee gives notice under clause 3.3, the Grantor may sot reasonable conditions relating to the terming of entry onto the Land but these conditions may not
 - (a) I delay the entry by more than 10 Working Days;
 - (b) require monetary or other consideration; or
 - (a) otherwise defeat the saidty of the Grantee to exercise effectively as rights under this Pasament, Instrument.
- 3.5 In the case of emergencies (being where entry onto the Land is necessary in productioned of probable danger to life or property or to maintain the continuity or safety of the supply and distribution of electricity), the Grantee may enter onto the Land without giving prior notice to the Granter but will give mode to the Granter as soon as possible and in any event within 5 Working Days following the entry pinto the Land will end will comply with all other provisions of this Eastmont Costroment.

4 BREACH OF RESPECTIVE OBLIGATIONS

- 4.1 Or the Grantor breaches any of its obligations set out to this Pasement Instrument, the Grantor shall be entitled to take all masonable steps to remody the breach, with the direct costs of remodying the breach recoverable by the Grantoe from the Granton as a debt. Where the Grantoe considers it reasonable in the circumstances, prior to remodyling the breach, the Grantoe will give notice of the preach to the Granton and allow the Grantonal reasonable period to remody the breach.
- 4.2 If the Granteo Broaches any of its obligations set out in this Easement Instrument, the Granton shall be chiriled to take all reasonable stops to remedy the breach, with the direct costs of remedying the breach recoverable by the Granton from the Grantee as a debt, provided that in no discumstances shall the Granton implies with the Works In any way whatsoners. Where the Granton considers it reasonable in the ordinates, prior to remedying the breach, the Granton will alve notice of the breach to the Grantee and allow the Grantee a reasonable perior to remedy the breach.

N HEALTH AND SAFETY

- 5.1 The Granten will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and selfety of any person who enters on the Land article request of the Grantee.
- 5.2 The Grantet will comply with all obligations imposed on the Granter at law as owner of the Lai direlating to the health and safety of persons on the Land.
- 5.3 The Grandon's ill provide to the Grandee the Grander's rules and procedures regarding the health and safety of persons on the Land and the identification and mitigation of hazards (to the extendities) are required by law).

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Annexure Schedule

Alliezal e Scheda

Ense	ert type of instrument						
	Datec	Paye	. 01	Pager			
	Certinos	in additional And	iexure Scher	tule, if required			
Ē.÷	The Grantee will comply with any reasonable poligations impoder thication and mitigation of hazards and the health and se			5 lhe			
ė	OWNERSHIP						
ē:	The Works, Equipment and Vendork or any other property of become the property of the Granton	the Grantee we	oet, for any	reason,			
62	The Granton may assign on otherwise transfer its intrinest in the obtain the consent of the Granton to any ford party that is the network or any part of its transmission network located on the	e purchaser of t	e whole of it	•			
7	INDEMNITY AND LEASILITY						
7.1	The Grantee incentilities the Granton against any physical dan Land (other than derivage resulting from or caused by internity variations in the quality of electricity) and any damage to a thagainst the Granton (except where that third party is a related Companies Act 1997) in which case such claim by that third party (cranton) where that damage is caused by any act or omis basement instrument.	paidns to the sup tird party for whi discripany (as th sarty must be so:	nsy of electrical a claim is o retiterm is o resstudy bro	city or a brought efined in the aught against			
7.2	other property of the Grantee and any damage to a third party for which a diarm is successfully broug against the Grantee white that damage is caused by any act or omission of the Grantor undertaken wilfully or with to fill a sregard and in meach of this hasement instrument.						
7.3							
	(a) Linuar clause 7.3;						
	$\langle t_i \rangle$, for proach of any provision of this Faschiert Institute of	t, or					
	(r) otherwise at law;						

is in the absence of any wilful or solicerate acts or emissions of the Grancor, horized to an aggregate of \$1,000,000 per event or series of related events ("Limitation Amount"), proyided that the Limitation Amount will be adjusted annually in accordance with movement in the Consumer Price (odex (All Groups) or any replacement comparable index from the date of this Lasement Instrument.

NO POWER TO TERMINATE

B.1. There is no power in this Pasement Instrument for the Granter to terminate any of the Grantee's rights. due to the Grantee preaching any term of this Fasement Instrument acror any reason, it being the intention of the parties that the rights in this basement instrument will continue forever inless surrendered.

COMPLIANCE WITH LAWS

9.1 — Solit parties will at all times comply with all statutes, hylaws, regulations and legally binding codes of practice and other lawful requirements relating to this Egsercent Instrument, the Land and the Works.

Annexure Schedule: Page 7 of 11

Annexure Schedule

Insert type of Instrument

	at type of manufacture.									
	Dated rage or rages									
	Continue in additional Appeause Schedule, if required,									
	which place an obligation on the relevant party and with a linetuces, corrects, conditions or requirements which may be validly given or required by any competent authorizy.									
10	DISPUTE RESOLUTION									
10.1	If any dispute arises between the Granter and the Grantee concerning the rights and obligations contained within this Fasomert Instrument, the parties will, unless the dispute is of such a nature as to (Quire ungent resolicitor, enter into negotiations in good faith to resolve the dispute themselves or through any informal dispute process they mutually agree upon.									
10.7	If the dispute is not resolved within 50 Working Days then any party may all any time serve a mediation notice on the arror party requiring the dispute be referred to mediation. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of school of the mediation ratice. If the parties cannot agree on the mediator, the President for the time being or the New Zealand Law Rockey (or any successor organisation) or the President's nominee will appoint an independent mediator. The mediator's costs are to be tornel equally by the parties.									
10 3	If the displace is not resolved within 21 Working Deys of the date on which the mediation notice is second, the parties will submit to the arbitration of an independent arbitration appointed jointly by the parties. If the parties connot agree on the arbitration within a further 10 Working Days the President for the time heigh of the New Zealand Law Security (or any successor organisation) or the President's combines will appoint an independent arbitrator.									
10.4	In the event that the President for the time being of the New Zea and Law Speedy (or any successor or generation) on the President's ricroinse farts or refuses to appoint a mediator or act trator, either party may request the High Court to make an appointment. The appointment decision of the riigh Court may not be appealed.									
10.5	The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive, awint first Vestand									
:0,6	This clause TC does not affect a party's right to seek interfectional or relief in the New Zealand courts.									
:1	SEVERABILITY If any part of this Casement Instrument is held by any court or administrative body of competeral jurisdiction to be diegal, void of unemperence in such determination shall not impair the enforceability of the remaining parts of this Easement Instrument.									
11.1										
D	GOVERNING LAW									
12.5	This east ment Instrument shall be construct in accompany with New Zealand law,									
11	NO WAIVER									

13.1. A warson of any provision of this Ensement Instrument shall not be offective unites given in writing and

1 13.2. A failure, dolay or inculgation by any party in exercising any power or right shall not operate as a waiven of that power or right. A single number or partial exercise of any power or right shall not precious.

then it shall be obstave only to the extentition it is expressly stated to be given.

further exercises of that power or right or the exercise of any other power or right.

Annexure Schedule: Page 8 of 11

Annexure Schedule

Insert type of instrument

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14	bet.	INITI	ONS	· · · ·							-	
14.1	In this Casement Instrument (including in any schedule to this Pasement Cashyiment), deless the contribution of therwise:							Sintext				
	(6)			a build, construct. inty floors contem					acks, r	nads, i	gares,	
	(b) "Easement Area" means that part of the Land shown in Schodule A of this Easement Instru							mont,				
	(c) "Equipment" in Cludes cables, lines, wires, pranes, drilling rigs. Vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights this Easement Instrument.						uncer					
	 (d) "Existing Easement" means the right to convey electricity created by easement instrument Int/27807.7; 					JTIENL						
	(n)	"Lan	d" means the So	rvient (enement /	dentified in Sched	lule A si	this Eas	sement	Instru	ment,		
	(f) "Maximum Design Specifications" means an underground double corult electricity trade- tine with a nominal operating voltage of A70 knownts (kV);				tiersm	Nission						
	(q)	drivers, drilling egs, cranes, he coplets, a readly excavation and parthmosing equipment, w wheeles or tracked;										
	(h)											
	(1)			rical, to ecommuni seluf the Easemen								
		(i)	cableways and o	; fibre optic and co other apparatusies fitations and circo	ec or intended to	be use	d for the	transm	i salon	of clea	thicty	
		(ii)	transformers, bu cobbe mats, Lex appliances, ladd	cations, ducts, pip uidings, shafts, tro nox pits, service d lers, linings, access higher necessary to	onches, cablos joi pits, pui noj pits, s sways, nieternių d	ints, pir service (devices	nt chamb covers, t and othe	oers and curroels, en struct	i bays, devico tures, l	earth s, lixture	s anı:	
		(40)	planues, signs, j	nosts, merkings ar	oc similar tema,							
		(10)		imp sheds and ch gs used for the cor			vater pui	nży ng s	idr.əiu	ent an	ıd	
		(*)	any access track walls).	(S, Security divers,	walls, gates and	lences ((malustic)	g bound	:2Ty re:	nces a	nd	

Annexure Schedule: Page 9 of 11

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Anneyura Schedule

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	Juse	rt typ	ie of instrument	_			
				Date:		24gc	of ages
					Continue in add	titicoal Annexus	re Scheduin, if required.
	15	1N7	ERPRETATION				
	15 L	la II	as Fasement Instrument	, ilin #55 inconsiste	rt with the context:		
i		(a)	singular includes plural	l and vice versa;			
		(L)	references to locasons weathness, associations, authorities,				•
		(r)	references to the Grant successors and assigns ringingers, invited and	s and, where apple		•	
		(d)	references to statutes, statute, regulation or in provisions and, in relat that statute,	instrument as from	time to time amend	fed on relienach	ed or any substitute
		(e)	headings in this instruction determining the orealis			and are to be	ignored when

G SURRENDER OF EASEMENT

16.1 The Granter and the Coanter confirm their intermed that the Grantee's lights in clause 1.1.15 undertake any activities on any parts of the Land which fail outside the Pasement Area are not intended by apply to any new a lothleful result ing from a subdivision of the Land or any part of any new computer treehold register is used for any part of the Land and such computer example, if a new con puter heehold register is issued for any part of the Land and such computer freehold register is resulted for any part of the Land and such computer freehold register in all the electric (including a part share in any allotment), the Grantee's rights in clause 1.1 will be 1 mited to the electrically which fall inside the Eusement Area, whether in whole or in part.

convolutes of defend forms have similar meanings to the defined terms.

16.2 The Branton will, if called upon to do so by the Granton, sign all decuments required to some der the easement created by this Fascinent frequency from any new allothant resulting from a subdivision of the Land or any new computer freehold register issued for any part of the Land which are wholly occupations do the Easement Area.

:/ RELOCATION OF EASEMENT AREA

- 17.1 The Grantor and the Grantop confirm that the location of the Sesentent Area may be aftered in accordance with this clause 17 to align with the location of the read or rights of way ("Road") to be constructed by the Granton on the Lond.
- 17.2 At any time prior to the Grantee Constructing the Works in the Pagente it Area, either party
 ("Requesting Party") may show to relecate the Pagement Area to align with the liceast.
 The party shocking to relocate the Bosement Area must, at its sole cost, provide to the other party a copy of all relevant poolechnical and originaring reports confirming that the interned location of the relocated I assument Area is technically suitable for construction of both the Road and the Works.

Annexure Schedule: Page 10 of 11

			5 Schedule							
Inse	rt ty;	Dated Dated				•	uf .	•		
173	əctir	party receiving the request will, acting reasong reasong reasong reasong reasong reasong the receive the lipsing as necknowledge and agree that		eqi	unst an	d the p	samies will,	hota		
	(a)	engineering constraints may affect the ap- the Road and the Stanter accepts that par- the purndance of the Road 4 the engineer however that to no promistances whatson point be greater than the width of the pro-	ts of the relocated Ba ng constraints canno ver can the width of	ese d Jo tha	ment A so reast tire oce	rea nia Shab y	sy exterio b overcame	seyond pravided		
	(b)	b) the Grantee will not an obliged to consent to any part of the Faschiers Area being relocated by more than 25 metres from the location shown on DP 490.340; and								
	ſΟ	the Grantee may, if it chooses to do so, re- obtained from the Auckland Council before I so, the Grantor will immediately give to t	the Grantee agrees	ta.	relocate	the C	asemboli A	realand,		
17.4	If agreement is reached under clause 17.3.									
	(a)	the Grantee may, if required to do so, request that the Accyland Council vary the designation for the Works to align with the new location of the Essenter, Area;								
	(b)	the Granton will promptly give, sign and deliver its consent to the variation of the designation to aliquivith the new location of the Casement Area;								
	(4)	the Grantee will, at its sule cost, propere a survey plan for the relocated Hasemeta Area;								
	(d)	the Granton will, at the cost of the Requesting Party, obtain all necessary consents to onable registration of the relocation of the Easement Area:								
	(e)	the parties will, at the cost of the Requestion do all other dats and things to relocate								
	(1)	the Granter will, at its soln cost, submit to Hasement to the agreed lacation cace sign					y to relocat	te the		
: 7.5	If agreement cannot be reached under clause 17.3 or 4 the parties are not reasonably able to discharge their obligations under clause 17.4, the Faschiert Arga will remain as shown on $DP491346$						Scharge			
19	EXI	STING EASEMENT								
15.1		The Grantor and the Granton acknowledge that the Sasement Area under this Easement Institument overlaps with the casement area under the Existing Lasement, and agree that:								
i	(a)	this Easement Instrument loses occlimited	e Existing Basement	:						
	(b)	in the event of a conflict between the provi	sions of the Exist an	Ба	scarcat	end (I	t á Basentiu	net.		

- (b) In the event of a conflict between the provisions of the Existing Eastment and this Eastment Instrument, the provisions of the 1x sting Casement will prevail;
- (n) where either of the parties has an option to exercise a right or enferce an ephylation under this hasacrant instrument or the Existing Easement, that party must exercise the right or enforce the obligation under the Existing Easement; and

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Annexure Schedule

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				<u> </u>	Contra	iue in additional Am		-	едитео.	
_	(ď;					als uncer the Existin Jun the Schedolic to				
ıs	NO (COMP	LAINTS – GRAN	TEE						
LS 1		Grantee will not (in any capacity, including as a party to this Easement Instrument or as a lowner) either directly or inclined.								
	 (a) shject to any resource consent sought by the Grantor for any of its activities on the adjacent or nearby lead which; 						the Land or	ary		
		00	in the Manukau	District Plan	ncluding any hai	itricted and univestra es insertod into the Mor a but water sp	Manuka	u Distroct Pla		
		fu;			e Grantee's Wor ers under this Ga	ks located on (or to isement: and	an locat	ed on) the I	and or	
		(0)	comply in a Lie	spects with th	e provisions of t	ns Fasement Instru	ment; a	г		
	(f)		facilitate, assist a 10.1(a) or 19.			le take any action th	nat woul	ld be in brea	thinf	
19.2	The Granten will promptly give, sign and deliver to the Grantonial wetten approvals or consents requested by the Granton for any resource consent for any of its activities on the Land to which the Granten must not object under dause 19.1.							ii.		
20	NO COMPLAINTS - GRANTOR									
25.1	The	Grento	r will nat either c	nestly or indir	rective					
	(al	-	à lo any restoro er on any edject			t by the Grantee fo	r anviet	its activities	sh the	
		()		District Plea i		tricted and unrestor as inserted bits the				
		(4)		oject to Impro		y related to the Gra Y supply into Auckla			oth	
	(b)					iv des to which days tridentified in clausi	-	•	which	
	(c)		tacil tate, assist e 20.1(a) or clat			to take any action ti iton	nas wou'	's be in brea	on of	
20.2		ested :		r any resource	s consent or desi	intee all written app ignation for any of i			ithe	

View Instrument Details

10222607.2



Instrument No Status Date & Time Lodged Lodged By Instrument Type

Registered 30 October 2015 14:34 Smith, Julian Christopher



Affected Computer Registers	Land District				
STANTE:	North Auskland				
9597	North Steklard				
9593	North Atekland				
Annexure Schedule: Contains I	it Pages.				
Grantor Certifications					
Lecrity that I have the audiority lodge this instrument	to get for the Grantor and that the party has the legal engacity to authorise me to	₹			
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Signature					
•	so Off as Offanior Representative on the 11 2015 03 20 PM				
Grantee Certifications					
Learnify that I have the authority ladge this instrument	relact for the Grantes, and that the party has the legal capacity to authorise in a re-	Ø			
Legnify that I have taken reasonable steps to confirm the identity of the person who gave nic authority to lodge this instrument.					
Lecrary that any sountary provis- or do not apply	achs specified by the Registrar for this class of instrument have been complied with	¥			
Legrify that I hold evidence showing the rroth of the certifications I have given and will remain that evidence for the impresembed period.					
Signature					
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234 End of Report 534

Company by Fant Felt estimated by a Zeason 1

Annexure Schedule: Page 1 of 19

Easement Instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district			
North Augkland			
Grantor			Surrainners's Gasat Ethiopiaesteld.
tity livestment 227 Limited			
Gentee			Surramers, most be <u>procedined</u>
Transpower New Zealand Limiter	1		
Grant* of easement or profit	A prendre or creation of	covenant	
The Grantor, being the register Grantee (and, if so stated, in Grittle coverant(s) set out in School Schoolon(s)	oss), the easement(s) or o	rofic(s) à prendre set or	otim Schedola A, or create s i
Schedule A		Costone la auditria	n American Statemac il republici
Prinsest (nating and extent) of description, prohifs) à prombre, or contrart	Shewa (plan reference)	5erence, troumou (Identifier/CT)	Dominent (unuminat {Identifier/CT or in gross)
Right to convey electricity	A on 04 451 640	545.06	Jr gross
Right to convey electricity	B 50 00 491 (40)	545517	Jr gross
Right to convey alconnity	Clard 5 on 3P 493340	545524	Ir gmss
Easements or <i>profits à prend</i> and powers (including terms, and conditions)	-		emoración municier es reguiros. A Apportos Schedules di ceatifos
Unless otherwise provided below proscribed by the Land Transfer			
The implied rights and dowers as	e varud/negutived/ad a	lud to or substituted l	ηr:
Memoraedam eurober	, registered une	✓ sertion 155A of the I	and Transfer Act 1952.
The provisions set out in the Ann	neward Schodule		
Covenant provisions	व्यक्तां स्ट		en ovarstont manten as required o Komovani Schollan it roquired
The provisions applying to the ap	seciled coverants are than	c set aut in:	
Memorandum mimber	, regetered und	or section 1,55A of the (and Transfer Art 1952.
Antimier Schedule 2			

Annexure Schedule: Page 2 of 19

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Fage	ment	right	and powers (Ir	ncluding t	PHINS, COM	enants ar	nd conditi	ions)				
1	ĢRA	NTEE	'S RIGHTS									
11	The	(ir.,.nla	re shall have the ƙ	alkywing ng	phis and po	wices:						
	(a)	ia z ilie volta s iua	onstruct comove, and modery the Workshasement Area pro ago of the Workshased and ender the sort ared ender the sort a level with the su	ks or any povided that beyone the face of the	part of the title the Granto Maximum I Fasciment	Works loca se must m Design Sp Area okto	aled in, or of increase confeation	i, under o sthe norm s provide	r loan inel op o that a	with eratio all Wi	The suc ng elect orks mo	tand or incity ast be
		(1)	softwice covers.									
		(9)	plaches, signs ip	posts, mail	kings and si	inida iken	rs, airc					
		(10)	access tracks, se	Equipmy Goo	cs, walls, g	ales and f	erces (inc	Juding bo	undary	1600	esand	walls):
	(h)	refer	onvey, spadum, so tammunications ar ris of thir Works pr	nd arcuit m	ionitaring s							
		97	in using the Wor the Maximum N				āranteo wi	ill not exc	end fac	/ E-1741	ls 501 a	ul m
		(ii)	the Grantee's us the Grantee's co Grantee's electric communication (onmunicati Kali system	ons, boing	the super	vision, mo	icitarina s	905 LGA	tiel (of the	
	(c)		rdortake ali tests. onably neressary l	•	-							
	(d)	reas	nter and remain in onably necessary (purposes of exerce	ir the circu	imstances v	with an wit	thauf Veni	cles, mac	h nerv	or [q		
	(e)	mod rema Orac Institution unico right	onstrict inspec in ify adjacent lences use or thin vegeta ince masonably eq turnent, provided to tasonably withheld liof use; but thin G sent;	s and walls tion on the insiders re- that the Sc I on delayed	on the Lan , algestra resserving antre will a dictafore ex	ed (includ) juka at the order to ac satain the servising if	ng on the Lost of the Relations Consent of ts rights u	boundery ic Grantca rights (in fithe Grea inder this	optitie Literation Centrol Storijos Clause	Land Cald Fast bich (Cxu)	;} at dit .nt that emecs shall ne ept for l	ure thr
	(")	to et mod Scar	onstruct security d nd along the Easer ify those security in the trasposphy on tymonic	rent Area. doors, vall	and to likp s and gates	ect use, r slot the co	repair, ma ist of the (intair, rei Graptee m	new, an orthere	ler. : •tent	envove ihat th	and

Annexure Schedule: Page 3 of 19

Insert type of instrument	

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			•	Соотное ін авит	روزيد الرامي	vure Si	(4-0)	مو الأحو	- 1956 - 1			
	(v)	ferces, walls and boild the reasonable opinion or as is necessary to re-	rgs), sa ptithe Gil move sa	Area clear of trees, shrubs, veg , caith, Gravel and stork which anise, a danger or hazard to sh as not to impose the Grantoe's this : asement Instrument;	is or is lil disalety :	kely to l uropera	DC (0	become state c	c, in Norks,			
	(h)	gravel and stone from t	he Bason	ent Arca and excavate or rama: nent Arca where reasonably not der this Fasen ent histrument,								
	(1)	Trantce to cycruse and Works and in doing so I Crantor's access to the those parts of the Fasci east one land of the I s	to litting to Gradi occupied mont Are soment A ress is m	If the Basement Area where real july under this Basement Institu- ce may fence off the occupied a bisa provided that the Grantee hs which the brantor uses as to trea continues to be passable by lade evolvable, at the Grantee s	inent incl iva and j shall ens ad, nghr y mator s	uding to py and kure the of say chides	o Cor or ri it, in or ni at al	'stroct ('stroct ii' iie atlor 'coss wa Lhimes (the no no to ay no an that			
	(i)	the basen and Area where necessary in order to assist the Grantee to exercise its other rights under this Basement Instrument provided that the Grantee will consult with the Grantor before exercising its right under this clause.										
1	GRA	NTOR'S OBLIGATIONS										
<i>i</i> :		•	-	wedien consent of the Granier (delayed), do on allow the follow	-		st Io	bc				
	(a)			alter or disturb the present grad stockpild or deposit inaterial or					ice of			
	(6)	erect any building or at	hi r Sleuch	ton (induding (imms) on the F	эм чтегы	Arris ;						
	(c)	operate any deep cultiv	atmy ecc	, polent polstie Basement Area,								
	(d)	ripode the Granteers a	ccess ova	n the Basement Area								
	(P)	ight any files or both b	rr veçeta	tion within the Hawment Area,								
	(*)	ropode the Grantee's ri	ghts set i	out in changes $1.1(a)$ to $1.1(J)_{\rm ch}$)ı							
	(9)	do any other thing or it or safety of the supply :	-	which may cause camage to the bullion of electricity	(Volks o	r eddan	ger 1	he cani	n'il ly			
2.2		oly with any reasonable o		nter before coing or allowing this required by the Grantee on the								
	(a)	planting any vegetation Area.	within 4	metres e ther oide of any Work	s constru	cted wil	thin !	tie Ease	≝rie∵t			

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	(b)	nstalling any cables, pr telecommunications, ga surface of the Fostman	rs. Scimago, Matici :						
	(-)	api cating any Equipmia salograms or which may			n weighs	morel	hin	1,700	
	(4)	undertaking any landso	aping works on thi	: Hasement Acea (bull)	subject to	r lause	24	a)j.	
2.3	The C	Grantee must:							
	(a)	respond to any request 15 Working Days and Ro proposed activity,	•						
	 (b) actively does it with the Granton in respect of any activity proposed by the Granton under clause 2.2, and 								
	(c) not refuse consent to or try to prevent the undertaking of any activity specified in clause 2.2 provised that the activity is undertaken striptly in protectance with reasonable conditions imposed by the Grantee under clause 2.2.								
24	If the Granton proposes to subdivide the Land in a manner which will sever the legal and prentical access from any read adjoining the Land to and along the Fasement Area or which will otherwise prevent the Cranton having legal and practical access to and along the Fasement Area, the Granton will first obtain the censulated the Granton to the subdivision. The Granton may impose reasonable conditions on the proposed subsidision to protect the Granton's access to and along the Basement Area including, without limitation, a condition red lining the Granton's grant a right of way easement to the Grantons on terms and conditions prepared by the Granton and all no cost to the Granton Liping Protect the Granton's access to the Works.							tin dan Ura thout tms	
25	Ind 9	irentor will bran the bist	s or managing veg	etation on the Laseme	nt Area				
ز	ĠRAI	NTEE'S OBLIGATIONS							
3.1	The Granted auknowledges that substantial parts of the Easement Area are roads or may be used as roads in the future by the Granter and the Grantee agrees to cause as little disturbance as reasonably possible to the surface of the Easement Area, will instore the parts of the Easement Area which air disturbed by the Quantee to as close as reasonably possible to its condition before the exercise by the Grantee of its rights under this Easement Instrument and will make good any other direct physical damage raised by the exercise of the Grantee's rights. The Granter acknowledges that the exercise by the Crantee's some of the Grantee's nights under this Lasement Instrument may require sign ficant earthworks and other disturbance to the Easement Area and further acknowledges that such significant earthworks and other disturbance will not be of itself a breach of this clause.								
32	The Grantee will bear the whole cost of maintain no the Works apart from any additional costs resulting from the Grantee can recover the costs under this Easement Instrument for which the Grantee can recover the costs under this Easement Instrument.							-	

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				Соотное ін адути	سا ایرونهای افرانی	e Sch-aute, i	——i diregoired				
33	The d	Granted will give natice ws	to the Granter before	e okerosing its rights	uncer this E	asement frist	trument a				
	(9)	polare entening the La ado to one monely the Working Days Indice	Works in the Basem				_				
	(h)	pelare enlaning the lie give the Grantor at lea			Sasemani Ar	ea, the Gran	ten will				
3.4		If the Grantee gives notice under clause 2.3 , the Grantor may set ressonable conditions relating to the timing of erboy onto the Land but these conditions may not									
	(a) — Selay the entry by more than 10 Working Days:										
	(b)	require monetary or o	ither consideration, (4							
	(c)	otherwise defeat the a Instrument	ability of the Grantce	tu cverase effectivel	v ilk rights ui	ruci (his T ak	cirent				
35	danç e ect natio	in case of emergentions (ear to line or property or molty), the Grantee may be to the Granter as soon and and will comply with	to meintain the cont y enter onto the Land has possible and in a	ini. Iy ar se'ety di Ind I without giving phor ary event within 5 W:	supply and natice to the orking Days (distribilition s Granton but	va I give				
4	BRE	ACH OF RESPECTIVE	OBLIGATIONS								
41	Chlit rexys circu	c (Granto) ibicaches any led to take all reasonad verable by the Grantee f imstances, prior to remo allow the Granton a ceas	ie steps to lenterly the from the Bractor as a adving the breach thi	ig breeun, with the di g debt - Where the Gr e Grantee will give re	recticosts of golice exposid	ru nesyrig ti kry il trasor	te bruzut ablo in Ih				
4.2	entiti rubar Gran Thair	e Grance breaches any led to take all reasonad verable by the Granter f itor interfere with the W tircumstances, prior to r itee and allowine Grant itee and allowine Grant	ic steps to remedy Di From the Grantee as a force in any way what remedying the breach	ic breach, with the di a cebt, provided that (sudvor, Whore the C), the Grantor will giv	real costs of in no orcome Grantor consi e conce of th	remedying D stances shall nei vit reaso	he breach Thu nable in				
5	HEA	LTH AND SAFETY									
5.7	place	Grantee will comply with a of work and will be res request of the Grantee	•				-				
3.2		Granter will comply with it health and safety of p		sed on the Granton at	3% e- 04/15	g of the Land	J relating				
50	safct	Granter will provide to the large of persons on the large are used by law).		•		-					

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54	The Grantee will comply with any reasonable obligations imposed by the Granton regarding the identification and mitigation or hazards and the health and safety of persons on the hand
6	OWNERSHIP
6.5	The Works, Equipment and Vehicles or any other property of the Grantee will not, for any reason, become the property of the Granton.
67	The Granice may assign or otherwise transfer its interest in this Pasemert Instrument without needing to obtain the consent of the Grantor to any third party that is the princhaser or the whole of its transmission network or any part of its transmission network located on the casement Area.
2	INDEMNITY AND LIABILITY
7:	The Granica incremnities the Granian against any physical damage to the Lend or envilling localist on the Land (orbit than damage resulting from or reused by instrumphens to the supply of electricity of variations in the quality of electricity) and any comage to a third party for which a claim is brought against the Grantor (except where that third party is a related company (as that term is derived in the Companies Ad. 1993) in which case such claim by that third party must be successfully brought against the Grantor (where that damage is caused by any art or or issuon of the Grantor in broach of this Lasement Institution.
72	The Grantor indemnifies the Grantee against any physical damage to the Works or Equipment and any other property of the Grantee and any damage to a third party for which a claim is successfully brought against the Grantee where that damage is caused by any action omission of the Grantor uncertaken wilfully or with wilful disregard and in breach of this Essenter; Instrument.
73	The maximum amount payable by the Gramor to the Grantee in respect of any liability associated with this European instrument about $_{\rm p}$.
	(a) under clause 7.2;
	(b) For breach of any provision of this Easement Instrument, or
	(c) otherwise at law;
	is, in the absence of any within deliberate acts on omissions of the Granton, limited to an aggregate of \$1,000,000 per event or series of related events ("Limitation Amount"), provided that the Limitation Amount will be dejicated arrow or precedence with intervenent in the Consumer Price Index (All Groups or any tebla tement comparable index from the date of this Eastment Instrument.
8	NO POWER TO TERMINATE
81	There is no power in this Basement Instrument for the Granton to terminate any of the Grantee's rights that to the Grantee's rights intention of the Grantee that the rights in this Basement Instrument will continue to ever unless surreindered.
9	COMPLIANCE WITH LAWS
21	Hoth parties will of all times comply with all statutes, by awa, regulations and legally binding codes of precious and other lawful communitations of atoms to this Easenwood Incorporate the Land and the West's

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Annexure Schedule

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which place an abligation on the relevant party and with all notices, erders, consents, conditions or requirements which may be validly given or required by any competent authority.

10 DISPUTE RESOLUTION

- 10.1. It any dispute arises between the Grandar and the Grander concerning the rights and obligations replained within this Essentian; Instrument, the parties will, unless the dispute is of such a habite as to require argent resplation, enter into negatiations in your faith to resolve the dispute themselves or through any informal dispute process they in utually agree upon.
- 10.2 If the dispute is not resolved within 10 Working Days then any party may at any time serve a mediation notice on the other party requiring the dispute be referred to nieural on. The mediation notice shall set out the nature of the dispute. The parties shall in good faith endeavour to agree upon a mediator within 5 Working Days of the date of service of the modiation notice. If the parties cannot agree on the nieurator, the Provident for the unite being of the New Zee and Law Sonety (or any successor organisation) or the Provident's nomines, will appear an independent mediator. The mediator's costs are to be borneledually by the parties.
- 10.3 If the dispute is not resolved within 20 Working Days of the date on which the mediation notice is served, the parties will submit to the arcitration of an independent arbitrator appointed jointly by the parties. If the parties can not agree on the arbitrator within a further 10 Working Days the President for the time being of the New Zealand Lew Sonety for any successor organisation; or the President's nominee will appear an independent arbitrator.
- 10.4 In the event that the President for the time being of the New Zealand Law Society (or any successor organisation) or the President's nomines. Talk or refuses to appoint a microarcher atherwise, which party may request the High Court to make an appointment. The appointment certains of the High Court may not be appealed.
- 10.5 The arbitration proceedings will be conducted in accordance with the Arbitration Act 1996 and the substantive law of New Zealand.
- 10.6 This result 10 does not affect a party's right to shell argent interfocutory relief in the New Zealand results.

II SEVERABILITY

11. If any part of this Easement Instrument is held by any court or administrative body of competent production to be divided lived or uncoforceastly, such determination shall not impair the unforceability of the remaining parts of this Easement Instrument.

17 GOVERNING LAW

12.1 This Lasement tristrument shall be construed in accordance with New Zesland law.

13 NO WAIVER

- 13.1 A waiver of any provision of this Easement Instrument shall not be effective unless given in writing and then it shall be infective only to the extent that it is expressly stated to be given.
- 13.2 A fellore, cellay or inculgence by any party in exercising any power or right -half not operate as a waiver of that power or right. Also gle exercise to partial divergish of any power or right shall not proclude further exercises of that power or right at the exercise of any other power or right.

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Annexure Schedule

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14 DEFINITIONS

- 14 _ In this Easement Instrument (including in any schedule to this Easement Instrument), unless the context requires otherwise;
 - (a) "Construct" means to build, construct, erect, insvalliantly the Works, access tracks, made igales, forces, while and security paors contemplated by this Fasement Instrument;
 - (b) "Easement Area" means that part of the Land shown in Schedule A of this Fasement Instrument;
 - (c) "Equipment" includes notices, lines, wires, cranes, drilling rigs, Venicles, plant, tools and machinery and all material are items required for the purpose of exercising any of the rights under this fasciment lineth, ment;
 - (d) ""Land" means the Servient Tenember (dentified in Schedule A of this Fasoprent Instrument):
 - (a) "Maximum Design Specifications" orders an underground double-circuit electricity transmission in a with a nominal operating voltage of 270 kilovetts (kV).
 - (f) "Previous Easement" means the right to convey electricity preated by easement instrument 8799587 ().
 - (g) "Vehicles" includes four where drives, metarbikes, cars and trucks, tractors, frailers, graders, pile drivers, drilling rigs, cranew, helicopters, pireraft, excavation and perthimoving equipment, whether wheeled or tracked;
 - (h) "Working Day" in eans any day of the week excluding Saturday, Sunday, ristional statutory holidays and the anniversary days commonly observed in Wellington and the locality in which the Land is situated; and
 - (i) "Works" means electrical, telecommunications, crictit monitoring and water works in, on, under an level with the suclade of the Fasemedi Area and includes all or any part of any.
 - (i) cables (including fittre optic and other airsi rary cables), wires, cardwires, conductors, cableways and other apparatus used or incented to be used for the transmission of electricity and telecommunications and circuit monitoring signals contain plated by this Fasament Instrument;
 - (ii) insulators, loundations, cucts, pipes, conduits, casings, antennas, repeater littings, transformers, buildings, shafts, trenches, cables idents, ident chambers and bays, earth roos, cable mais, link box pits, service dist, pulling onsi service covers, tunnels, devices, appliances, addors, linkings, accessways, motering devices and other structures. Instructions find Eduptions which are necessary to assist the Granier exercise its rights under this Pasement Instruction.
 - (iii) alanues, signs, posts, markings and similar items;
 - (iv) pipes, pumps, pump shops and chambers, storage tanks, water punifying equipment and associated fittings used for the conveyance of water; and
 - (v) any acress tracks, secontly doors, walls, gaths and fonces (including boundary fences and walls).

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Annexure Schedule

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15	INT	ERPRETATION								
15 _	In th	is Easement Instrument,	unless inco	asisteat with the	0001641					
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	(h)	references to ligarisons ventures, associations, authorities:	_			,	-		•	
	(c)	references to the Crant successors and assigns angineers, invitees and	and, where	appropriate, their	-		-			
	(đ)	informers to storates, statute in gulation or it provisions and, in relat that statute;	nstrument ps	s from time to him	e amended	louic cre	octrod ()ı an	y sjuhar	iri.re
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16.1	any d any d regis read fract Gran	Granton and the Grantee (c) wheelow any parts of now olletment resulting I for results for any part of nplant and wicompoter to rold register inclines mo ten's rights in clause 1.1 hur in whole on in part	the tand will from a kebdir 1 the tand w 'reathold regar 16 than daw	hon fall actside to vision of the Land high are wholly lo stor is issued for a allotment (include	e Basemen Or any part Cator Octa- Ing part of ng a part of	t Area are t of any n de the Fe the Land nate in an	e not n Cer con somen and su y a lat	rtend Mout It Arc Johns Mont	led to a or ficel ,a For smpote tr. the	ipply le neld r
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17 -	acro	Granton and the Grantice relation with this clause C trucked by the Granton of	7 to align wi							tic
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Easement Area is technically sintable for construction of both the Road and the Works.

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	(v)	angine ining equisition to the Rhad and the Grant the boundaries of the R nowever that in no pro- point be ureater than to	tor accepts that parts tode of the engineering constances whatsdoy	of the relocated Easing schooling schoolings cannot or can the width of t	sement Area r : Ed reasonabl he relocated f	nay extend y oversomo	beyond provided
	(b)	the Grantee will not be more than 25 metres h	••			eing relocat	ted by
	(c)	the Grantee may, if it on abburned from the Anda fise, the Chinder will in	dand Chuncil belaic t	the Grantee agrees t	nirelocate the	Easonion.	Arch and,
17.4	li ng	rnoment is reached unite	er nlause 17/3:				
	ıal	the Grantoe may, if red the Works to align with			l Collecti varv	the delign	auch for
	(b)	the Granton will prompt eligin with the new loca			e variation of	the designa	spon sa
	0.7	the Grantee will, $\delta t_{\rm c}/s$	en e kasti proparo a s	Survey planter the n	elocatoe Base	nont Area:	
	(d)	the Grantor will, at the registration of the reloc			CC058619 CC05	ents to ena	901-9
	(6)	the parties will, at the same do all other acts as					
	(*)	the Grantee will, all is Easement to the agree		-		try to reloc	ale Hie
17.5	_	rsement bzrir b. be resch obligations under clause					lischarge
16	ROA	DWORKS CONTRIBUTE	ION				
161	_	Granton and the Grantee timent, dealing with the					
19	NO C	OMPLATNTS - GRANT	T EE				
19.2		Grentee will ant (in any : owner) either directly an		a party to this base	ment Instrum	ent er as a	
	(a)	abject to any resource edjacent or nearby land		e Grantor for any of	is activities o	in the Land	or anv

Annexure Schedule: Page 11 of 19

Annexure Schedule

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- (i) are permitted, controlled or discretionary (restricted and unrestricted) by the relevant rules in the Marokao District Plan including any rules inserted into the Marokao District Plan by Plan Change 8 or trebs. To a decalional familiary or a top ways is spaces on, and
- (b) I do not describe halfy which the Grantee's Works location on (or to be located on) the land or the Grantee's rights and powers under this Besen ent; and
- (iii) is contaily in all respects with the provisions of this Faschicol (instrument) or
- (b) fund, fedilitate, assist or promote any other person to take any action that would be in breach of clause 19.1(a) or 19.1(b) if done by the Grantee.
- 19.2 The Grantee will promptly give, sign and believe to the Granton all written approvals or consents requested by the Granton for any resource consent for any of its activities on the band to which the Grantee most not object once; clause 19.1.

20 NO COMPLAINTS - GRANTOR

- 20 F. The Grange willing, either circuity or interertly
 - (a) object to any issource consent or designation sought by the Grants of or any of its acceptes on the Land or on any adjacent or rearby, and which:
 - (i) are permitted, controlled or discretionary (restricted and unrestricted) by the relevant roles in the Manukau Discreti Plan including any rules in serted into the Manukau Discreti Plan by Plan Change Science.
 - (ii) are intended to give effect to or are in any way related to the Grantee's electricity transmission project to improve the security of supply into Antikland known as the North-Island God Upgrade Project.
 - (b) abject to the carrying out by the Charles of any set vities to which clause 20 1(a) relates or which given effect to or are in any way related to the graped identified in clause 20 1(a)(ii); or
 - (c) "und, facilitate, assist or promote any other person to take any action that would be in breach of place 20.1(a) or clause 20.1(b) if come by the Granton.
- 20.2 The Granton will promptly give, sign and believe to the Grantoe all written approvals or consents requested by the Grantee for any resource consent or design about for any of its activities to which the Grantoe must not object under clause 20.1.

2 PREVIOUS EASEMENT

- 21.1 The parties acknowledge that this Faschmont Instrument is intended to replace the Previous Faschmont but that Dath instruments will remain registered until the location of the Grantee's designation for the Works is altered from the eastmont area under the Previous Faschment to olign with the Faschment Area.
- 21.2 The parties agree that:
 - (a) the terms of this easement instrument prevail over the terms of the Previous Easement, and
 - (b) the Grait tech payment obligations under the Previous Easement cease as from the date of registration of this Eosement Instrument.

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Annexure Schedule

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SCHEDULE - ROADWORKS CONTRIBUTION

DEFINITIONS AND INTERPRETATION

- 1.1 Delinitions I for this Schedule, unless the context otherwise requires
 - (a) "Authority" means any local body, government or other authority having jurisdiction or authority aven, or in respect of the Land, the Road or their use.
 - (b) "Costs" mean all actual costs to design, construct and complete the Board, narrichstanding carried ground conditions on the Land, unducing, without limited any geotechnical costs, engineering costs, planning and survey costs. The cost of materials, construction and northworks, relevant Authority costs, crainage costs, services costs, consoliants and contractors costs, legal costs and costs for works necessary to support and retain land surrounding the Road.
 - (c) "Default Interest Rate" means 5% above the potable interest rate payable by other party to the relevant contractor/service provider/materials provider to which the works/materials described in the relevant invoice relate.
 - (d) "Detailed Plans and Specifications" means the plans and specifications to be developed cursuant to clause 7 for the construction and completion of the Road in accordance with this Schedule.
 - (c) **Outline Plans and Specifications** means the specifications for the Road as arrecard to this Schedule as the Appendix and the plans of the Road separately agreed by the Granthe and the Granter. Any reference in the Appendix to plans or grawings (except the Transpower plan childer "Underground Cable Typical Cross Section of Proposcu Road Installation*) are to the plans or provings prepared by Cardor**, copies of which are held by the Grantor and the Grames at the plans of this instrument.
 - (f) "Road" means the road to be constructed pursuant to this Schedule to align with the Essement Area and extending for the whole of the Essement Area.

2 ROAD

- 2.1 **Detailed Plans and Specifications:** Immediately in lowing the date of this Fasement Instrument, the Grantor shall produce that the Detailed Plans and Specifications are prepared in accordance with the context, quality, integrity and intent shown and described in the Gottline Plans and Specifications are provide the same to the Grantee for its approval is ich approval out to be unreasonably withheld or delayed if the Octaled Plans and Specifications are in accordance with the content, quality, integrity and intent shown and described in the Outline Plans and Specifications or where any departure:
 - (a) I does not materially adversely alfect the usefulness of the Boad; and
 - (b) does not materially adversely affect the ability of the Granice to construct, access and maintain its Works in the Fasement Area or any other location agreed by the parties; and
 - (c) does not vary the location of the Road to be greater than 25 metres from the location of the Fasement Area shown or DP 491340.

No provision of the Outline Plans and Specifications has the effect of limiting the application of the Outline Plans and Sprodicetions of the region of the Road, the parties acknowledging that the final is interior disc by constructed for the whole length of the Roadment Area upper this Schedule.

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22			lor to Construct : i shall	Following appro	oval of the Detailed Plan	s and Sportina	diens by th	o Granteo.
	(5)		m all riccessary m: The relevant Auth		ling consents approvals Let the Road:	and permits (not alregoy	obtained)
	(b)	A DOM COMP	manlike manner s	obstantially in a	onstruct and complete to coordance with the Bela indibutioning consents, ap	led Plans and	Apenificatio	
	(c)	fallo	wii q construction i	of the Road, obs	air anv relevant code co	emphanice certi	(Cate?	
23	cons even (the c	ents o its, aci navai illed Fl	r any delays in cor Is of God, stukes, l Jability of any mate	rstruction of oth lockouts, work st anals, finish, pro	e for any delays in secu- erryse which are caused roppages or other labou outlion system contemp rimatters whatsonyed he	l by actaise w il shoilages oi platch by ox re	eather cond hindrances letted to in	titions or . accidents, .tha
2.4	Alte	ration	to Detailed Plan	is and Specifica	ations - Grantor:			
	(01	finist Such (2009 Seat Suite after	i, fitting or fixture memer as the Gr trochter my gons, i ability of materials ling consoms, appl ation, variation or	contemplated by failth considers (but not limited it sion que to the re royals or permits (substitution is re	rary the Detailed Plans ally an referred to in the Orappropriate because of topic equipments of good equipments of any refers to save to example any relevant easing by consistent withour must comply with di	etailed Plans a the preciscal in a construction veor Authorities Authorities pr thithe Detailed	nd Specific edeseities of precise or spandiany s ovided that	ation sum (the esource ac
	(b)	565	litotion made to a	ny fin shi fitting	e Grantor to the Detailed or fixture contemplated such extent és to			
		3)	materially accord	selv affect the or	sclulnuss of the Road, a	nc		
		(0)			hility of the Grantee to n any other location agree			ntaic its
		(111)	materially perror Flans and Speni		ry, introduity and internic	shown and des	cohed in th	n Dereilnd
		(ivi	does not cary th Tasement Area s		Road to be greater than 1940	n 25 metres fra	nir (he larz	lian of thu
	(c)	not i any Di St	naki lany objection objection or requis	n, requisition or a sition Laked on a diang component	rovisions of clause 2.4(b) dami any nomponsation (eranion or variation to tiof the Road on its sum nonlications	i, damegus, no me Oajailed P	jhi of ket-ol Ian and Spa	for make cheatens

Annexure Schedule: Page 14 of 19

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2.5	Alte	ration to Detailed Plan	s and Specificat	Cootesse in adge Ions – Grantee:	ideigi gizifabli	e Schraufe,	if regulation			
	(a)	If the Grantee requires a bring octally (including control of required (in Va c	ng crawing and sp	cilications) of such a						
	(b)	On receipt of a Vanation Price Request*) to the suving of the variation Variation Repuest can be this is not the case. A	e relevant contead and the net cost i be implemented w	for(s) requesting a hi or saving of the variat ithout resulting in def	nakdown of bo ion and confirm ays to the corr	olfi The actua nation that t ipletion of th	ti cost or the ho Road, ar			
	(0)	On receipt of the correct will notify the Chanter of Brantee clears to proce guy the new cost of the	who(becommonic) sed with the Vacal	wishes to proceed with nor Reducat, natwith	n the Vacation standing days	Rodiest (* 31. the Gr	Tithe raince shal			
(d) The Grantor will agree to a Variation Reduest and give effect to the the Read by issuing a variation order ("Variation Order") to the divariation Order con be implemented without resulting in any unreasoftine Read					the contractor provided that such a					
	(v)	The parties acknowledge variation Request(s) is belong issuing a Variational interface of the Granton to the Granton	Sund The Graete inn Price Respessi Repuest Hithe Gr 33 C, the Granter	r will provide the Grai in the relevant chetra in the rithers is to pro- shall pay the ceasona	oten wath an is clar, The Gren cent with daily ble consultant	aimare of sc tice may, et anacigo Raq	och costs : That stago Jurst,			
z 5	Direct contact with consultant : Notwithstanding clause 3.1, if the Costs for the Road are increased as a result of the Grantee directly instructing any contractor engaged to complete work in relation to the Road or as a result of any other action of any maction of the Grantee, then the Grantee shall pay such money to the Grantee in accordance with the provisions of Clause 3.									
2.7		built" plans: Upon com signithe Rhad	opiction of the Ros	id, the Granton shall p	erovide the Gra	ited with "t	se podť			
3	PAY	MENTS								
31	Cost its ai	Payments. Subject to places 2.5 or (12.6, the Grantice shall pay to the Grantice 50% of those of the Costs which are incurred in respect of the parts of the Ricci located within the Easement Area (either in its angulal location as shown on DF 491240 or in any other location agreed by the parties), in accordance with this claus: 5 no to a maximum of 51,000,000 on 8 GST. The parties core that the Grantice paid								

3.2 The Grantor's Invoice:

(a) The Granton is sublikely a second invoices to the Granton progressively on a law monthly basis in respect of the Coxes as construction of the Road progresses.

Granted is (subject to claires 2.5 and 2.5) \$4.3.530 25 plus CST.

\$586,468,75 plus GST of the Costs porsuent to the forms of the Previous Easement and, as at the date of registration of it is Easement fusionment, the maximum amount of the Costs remaining payable by the

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	(b) Such invoices must be in writing, must adequately detail the Costs to which the invoice relates and most comply with section 24 of the Goods and Services Tea Act 1986							
3 3	The Grantee must pay: The Grantee most pay to the Grantor U a amount shown on any investa togs ther with the amount of CST charged by the Granton as set out on the invoice within 10 Working Days of the cate of the invoice.							
14	Default : If the Grantee defaults on any payment to be made pursuant to clause 3.5:							
	(a) The Grantor may, without prejudicy to any other rights or remedies provided by law, suc the Grantee for specific performance, and							
	(b) The Grantee shall pay Default Interest Rate	to the Grantor on demand default interes	t on sny i	unpaid i	ne m	.γattii	נ	
4	DISPUTE							
+:	Expert determination Any dispute which may arise between the parties out of or in connection with this Schedule, including any dispute (sitt) (his Pasenter) The referred to expect determination shall be commenced by the determination of a single expect. The referral to expect determination shall be commenced by a party serving written notice or The other party stating the subject matter and details of the Dispute and requiring the Dispute to be referred to the determination of an expect to be appointed by the parties. Failing agreement within four Business Days after, and exclusive of, the date of service of the written notice, the expect shall be appointed at the request of a party by the president or the vice-president for the firstitution of Professional Engineers New Zealand or the nominee of such president or single-president. The guidelines, which shall govern the proceedings for determining the Dispute, shall be say by the parties. Failing agreement or the guidelines within six Business Days after the appointment of the expect, a party may request the expect to set the guidelines (whether or not in conjunction with such party) which shall govern the proceedings for determining the Dispute.							
4.2	•	ecide the Dispute and activer to each part for the decision. The decision shall be fi						
4.5	involved in the expert deteri	and the expert shall keep confidential ar- nination any information contained in the coedings to orforce the exportes cocision						
4 4	profimiliarly relief to respect procedury, by the explicit star	ect to any right any party may have to ap of the Dispute, completion or termination If the condition precedent to the asymmet ys relating to the Dispute or any part of it	of the ox teement (oert Jet	gari	nolle n		
4.5		a apply: Referral of the Dispute to the ex- of the arotration statutes of New Zealand rigovern such referral					r to	
4 5	Coals: The parties shall bea	their own costs and all equal share of th	e costs a	NO expé	nses	of the	Expert	
5	GRANTEE MAY CONSTRUC	T ROAD						
5 i	If the Granfor has not							
	(a) reprimented or comple	ted construction of all or any part of the	Road: or					

Annexure Schedule: Page 16 of 16

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	(b) I have the Octailed Plans	and Specifications com-	pletoc and approve	sug on					
	(c) obtained all recessory	consents and approvals	Lo CONSTRUCT (Nº 9	cad.					
	(c) obtained all recessory consents and approvals to construct the ficald. by a reasonable period (seing not more than 24 months) before the Grantee intends to commence fronttruction of the Works, the Grantee may (but is not obliged to) construct all or any part of the Road and otherwise discharge the obliget and on the part of Granter under this Scheduln and the grows are of this scheduln will continue to apply with all inferences to the "Granter" being replaced with inference to the "Grantee" and vice-verse and with all other necessary modifications. It is a condition of the Grantee exercising its rights pursuant to this clause \$.1 that the Grantee has first notified the Granter in writing of the estimated date upon which the Grantee intends to commence Construction of the Works at least 30 months prior to such estimated date.								
5 2	Without limiting any other prounder clause 5.1, the Grants respect of the parts of the Ri	r will pay to the Granter	50% of those of t						

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APPENDIX - OUTLINE PLANS A							



Ref: 1018 CL Transpower

227 BROWNHILL RD, WHITFORD ROAD ACCESS GENERAL SPECIFICATION

For Proposed Utility and Access Easement in Favour of Transpower

1. Context for General Specification

The following specification is based upon a proferinary design for the proposed access roads associated with the development of 227 Brownhill Rd / 751 Redoubt Rd. This specification is intended to anticipate the future installation of dual circuit Transpower plan entitled "Underground Cable - Typical Cross Section of Proposed Road Installation" - dated 31/03/2008.

Detailed resign has not yet bean taxtertaken for the proposed future access reads, however we can reasonably anticipate the future design details. It is our understanding that detailed design will be undertaken in conjunction with Transpower engineers to ensure that all parties are sabafied with the design criteria.

2. Specification Stage 2

The Slage 2 acress Road 1 as Indicated on drawing RD000 will be a 7.0m terriageway (between kerb faces), with korb and channel both aides of the pownment. The road will extend for a distance of approximately 315m east from Redoubt Rd, boginning in the Flatbook Countryside Transition Zone and extending into the Whitford Rural A zone.

The following general specifications, as indicated on the attached road drawing series, are likely to exply to the Road 1 – Slage 2 (subject to gaining Resource Consent approval from Auckland Council - Application No. P42716);

- 7.0m carriageway width, kerb and channel both sides.
- 20m legal width
 - Maximum vartical grade of 16%
- Under channel dealns both eldes using 100mm dat, perforated pipe in scoria
- Pevernent depth, min. 300mm GAP66 Sub-base, 150mm GAP40 Basecourte (based on assumed Sub-grade CBR 7)
- Crade 4 Chip-seal between Surface Course and Basecourse
- Asphallic Contrete 30mm Mix 10 Surface Course.
- Sidb-grade enhancement wherever soft ground is encountered.
- Bulk earthworks, estimated 20,000m3 expirement cutfill.
- Geolechnical alabetsation, shear key and counterfort drainage instated
- Regessed cestapile every 90m both sides, spleyed kerb livet type.
- Stamwater pipe network, refer drawing DRCOD.
- Stormwater frealment device, Hynda Up-File Filler.
- Watermain 100mm dia road crossings as per drawing WT001.
- Power and Comms utility road crossings subject to cotalled dealgn.



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3. Notes in enticipation of Future Transpower Cable Installation

Road Access

Candor^os Reading Plan RD**000** shows the proposed road access Road Iterminating after approximately 315m. The remainder of the easement will be kept free from planting and infrastructure.

Stormwater System and Treatment

The intention of Installing redessed splayed coapits on Road 1 should reduce the risk of creating any interference with a future Transpower trench excavation

Drainage pipe clossings under Road 1 have been designed with top of pipe levels lower than the hotiom of a future Transpower (reach) in Arwenthen 2.30m from Surface level.

The impervious nature of the pavement surface requires treatment of all stormwater runoff. A Hymds treatment device called an Trip-Fin Filter has been specified to treat runoff from Road 1. This will be installed off the carriageway near Turn 1 (CH280m) to keep it well out of the Transpower french contitor.

Watermain & Utility Services

Wilhout a specific contract or design with any utility company, or consented wetermain, drawings, it is difficult to predict how the final shadard utilities will be lold out. We can however provide an undertaking to minimize the need for future utility crossings of Road 1. It would be beneficial and risk-averse to incorporate isolation mechanisms into the design of watertrasins, power and compare byouts. This could be achieved through the use of ye vestignishes etc. located either side of the carriageway. Temporary decommissioning of road crossings could therefore be achieved with minimal disruption and risk.

Yours faithfully,

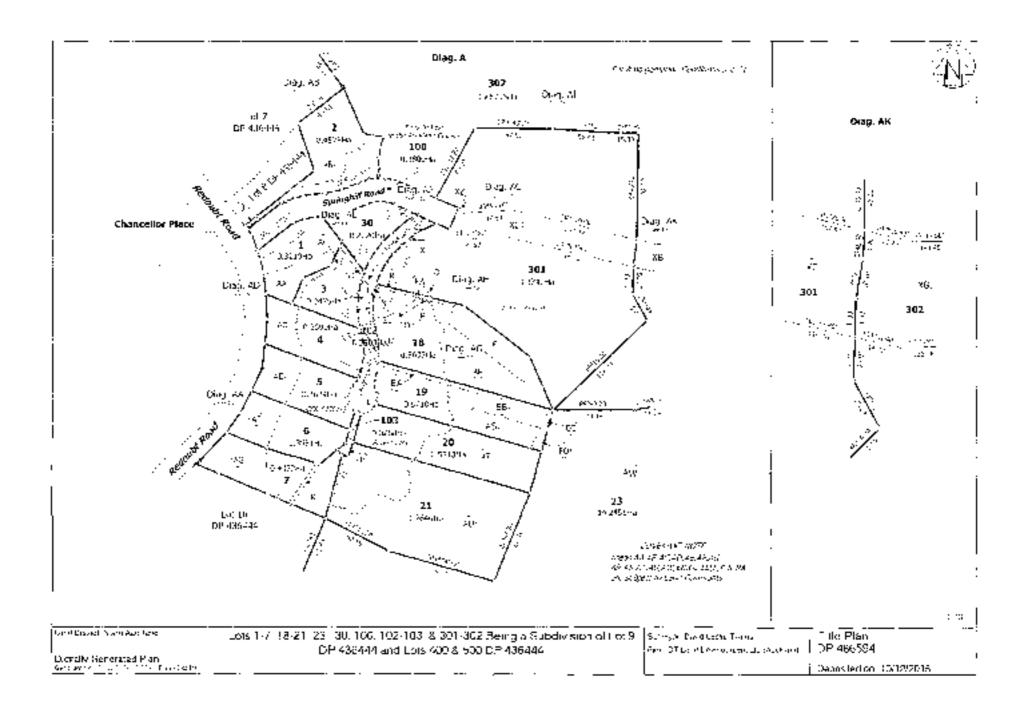
JAMES MASEMANN Civil Engager

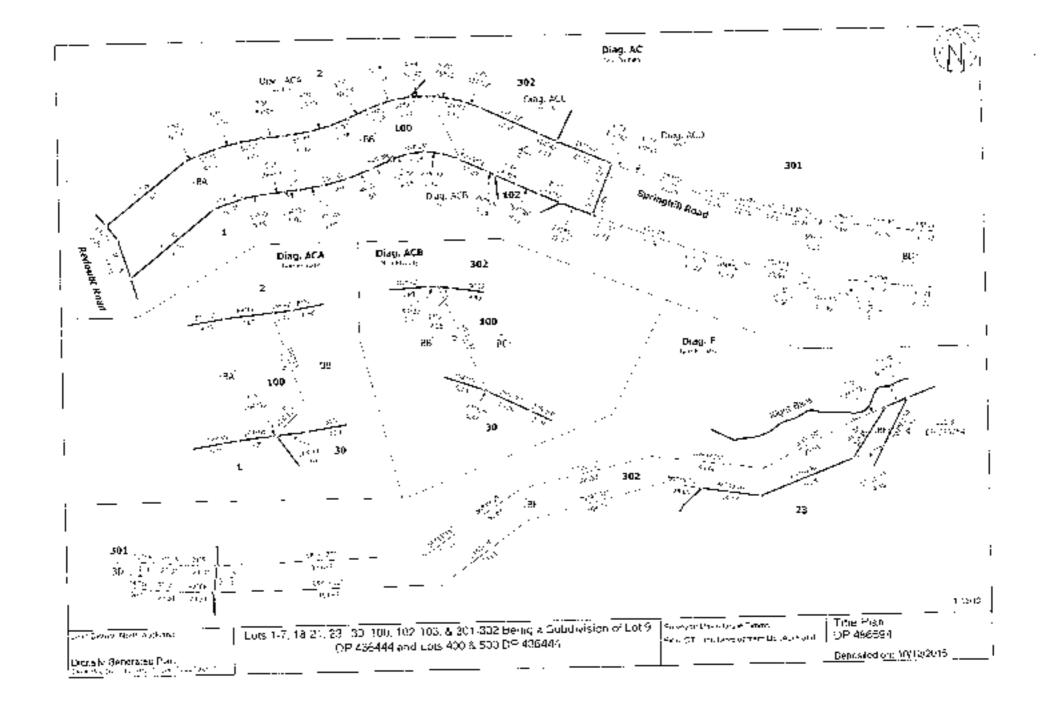
JOHN GARDINER

Disantor

Adminiments: Candor^a Engineering Drawings:







8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 227 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March 2025 <u>2040</u>

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road Substation, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007), and the Notice of Requirement Documentation to alter the designation dated [month/year of lodgment]

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V Pages 1-7 of BHL-OTA cable designation area and route (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting
- exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 μ T for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages



RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD





Identifier NA115D/873

Land Registration District North Auckland

Date Issued 23 January 1998

Prior References

NA102B/174 NA115D/108

Estate Fee Simple

Area 3.1968 hectares more or less

Legal Description Lot 1 Deposited Plan 168092 and Section 1

Survey Office Plan 68877

Registered Owners

Mayall Property Group Limited

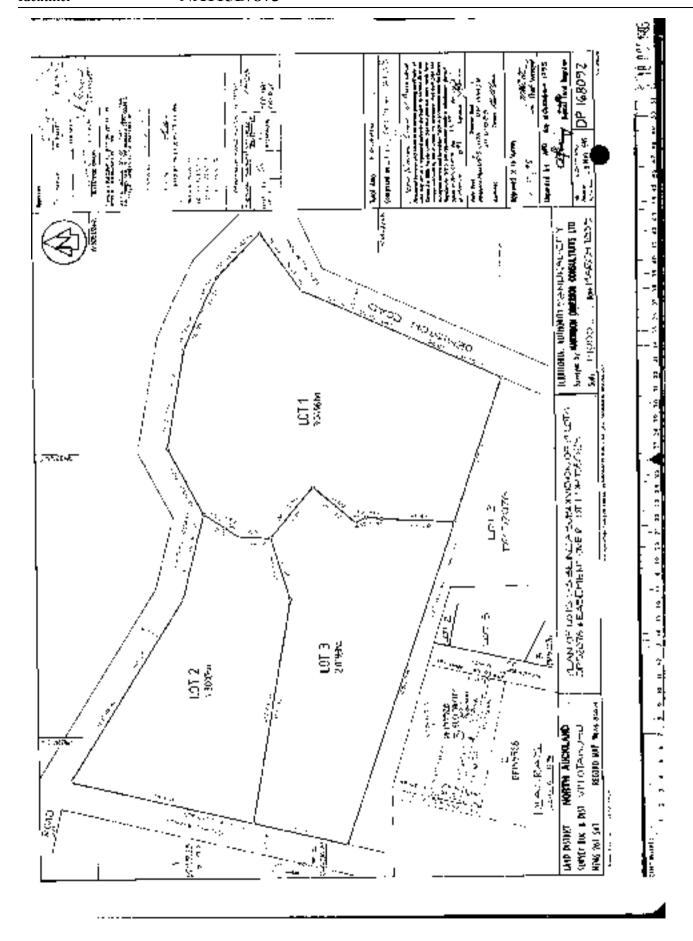
Interests

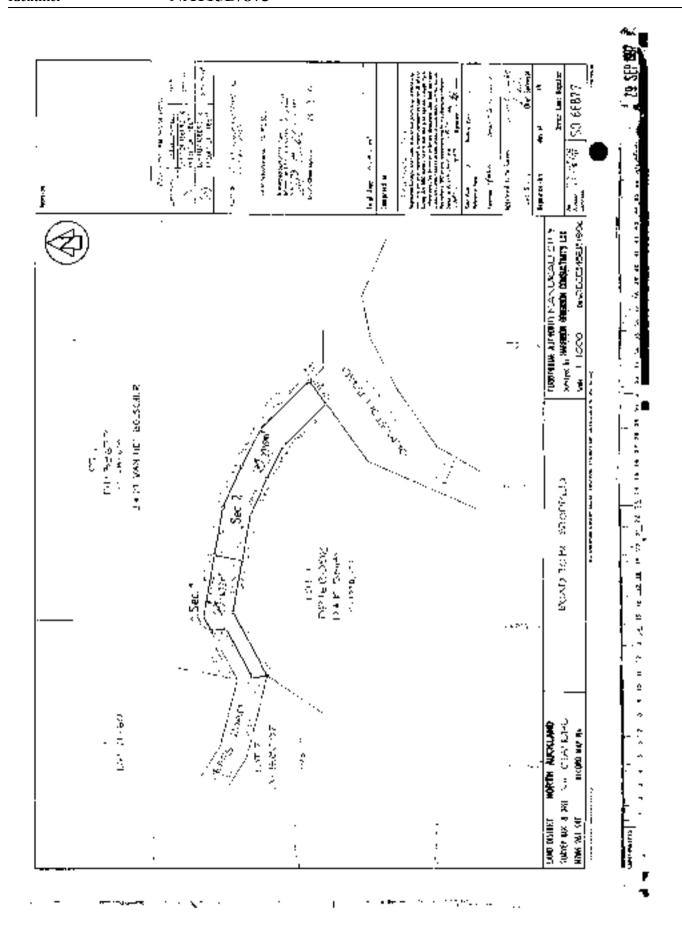
C906675.4 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - 11.10.1995 at 3.36 pm (affects part)

Subject to a right (in gross) to convey electricity and telecommunications over part Section 1 SO 68877 marked A and over part Lot 1 DP 168092 marked B all on DP 469190 in favour of Transpower New Zealand Limited created by Easement Instrument 9602109.1 - 13.12.2013 at 3:23 pm

Subject to a right (in gross) of way over part Lot 1 DP 168092 marked C on DP 469190 in favour of Transpower New Zealand Limited created by Easement Instrument 9602109.2 - 13.12.2013 at 3:23 pm

9602109.4 Encumbrance to Transpower New Zealand Limited - 13.12.2013 at 3:23 pm





View Instrument Details



Instrument No Status

9602109.1 Registered



13 December 2013 15:23 Date & Time Lodged Lodged By Chen, Gang Instrument Type Ensement Instrument Affected Computer Registers - Land District

NAT1511973 North AgeklanJ	
Annexure Schedule: Contains 9 Pages	
Crantor Certifications	
Lecrify that I have the sufficiety to set for the Grantor and that the party has the legal capacity to acthorise me to lodge this distribution.	ø
Ecentry, that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this obsorption.	₹
Learnity that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	¥
Lecritify that I hold evidence showing the finth of the certifications. This eigeven and will refain that evidence for the prescribed period.	87
Signature	
Signed by Julian Christopher Smith as Gramor Representative on 13 12 2013 - 1/21 AM	
Grantee Certifications	
Learnify that I have the authority relact for the Grantee and that the party has the legal capacity to authorise me relacing this instrument.	₹
Learnify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	ø
Learnify that any standary previsions specified by the Registranter this class of instrument have been complied with or denot apply	F
Learnify that I hold evidence showing the rrinh of the certain attens? have given and well retain that evidence for the spresented period.	Ø

Signature

Signed by Julian Christopher Smith as Grantee Representative on 1.1.12/201.1.11.22 AM

450 End of Report 550

Annexure Schedule: Page 1 of 9

Easement Instrument to grant easement or *profit à prendre,* or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district	
North Aurkland	
Grantor	Surnaments, most be <u>undermed</u>
Transpower New Zealand Tim ted	
Grantee	Surmaning by in one we great ranger
Franspower New Zealand Limiteri	

Granth of easement or profit à prendre or creation of covenant

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

Schedule A		Costinue la sautierasi kanakura Kalenda d'anader					
Purpose (malure and extent) of easement, prohit(s) à prendre, or covenant	Shown (plan reference)	Servicint tenement (tdent/ficr/fill)	Somment ferrement (tdent/fer/C an in grass)				
Right to convey electricity and telecommunications	A on DR 469190	NA11SD/873	In gross				
Fight to for veri-electricity and felecommunications	8 on CP 469190	VA115D/673	In cooss				

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

Dekist prinses to 1. I and security memoratable author as read of Continue to authorize America Schools discouled.

Onless otherwise provided butow, the nights and powers improvin specific dissess of describer tiard those prescribed by the Land Transfer Regulations 2002 and the firth Schedule of the Property Law Act 2007.

The implied rights and dowers are **versed/negatived/added to or substituted** by:

Memorandum number , registered under section 1557 of the Land Transfer Act 1957.

The provisions set out in the Annexure Schedule

Covenant provisions	Deserte processes lie () and assert in senterandum number as required. Continue in auditorial American Schemica directle od
He provisions applying to the specifical corendrations.	- 2+6 these set out ····
Memorandem number , requs	ered precruentesh of the Lord Transfer Act 1952
Fanceure Schedule 1.	

Annexure Schedule: Page 2 of 9

Insert type of instrument	

			Datec		Page		of		Pages			
				Controle in additi	ورين افر اخران م	vure S	chear	तस्य द	yyir-a			
Ease	ment r	ights and powers (in	cluding terms, c	coverants and conditi	(ena							
1	Gran	tee's rights										
11	The C	The Grantee has the following rights and powers:										
	(6)	to Construct, inspect, use ligherate, depaid, maintain, denew, alter, replace, upgrade, addito modify and remove the Works or any part of the Works locating in, on, under or level with the surface of the Faschbook Area;										
	(b)	to Convey electricity and telecommunications signals without restriction by means of the Works;										
	(c)	to Convey water without restriction by muans of the Works where the Grantee considers it necessary or nesirable to assist in the Conveyance of electricity;										
	(0)	to undertake tests, inspections, investigations and sorveys on the band;										
	ic)	to enter and romain on the Land with or without Vehicles, Equipment or Works.										
	II)	modify and remove.	l, use, operate, repair, maintain, renew, alter, replace, upgrade, addito, access trac-s, fences, gates, retaining walls, embankments, batters and vamous on the Land;									
	(9)	to plant vegetation on the Land to assist with supporting or protecting the Works or any access tracks, retaining walls, embankments and batters, and to inspert, thim, maintain, replace, and to and review that vegetation;										
	(F)	to Construct culverts and drainage systems on the Fand and to inspect, use, operate, repair, maintain, renew, after, replace, upgrade, add to, mind by and remove those culverts and drainact systems:										
	00	to trim in remove vi Fasement Area,	gulation (muludin	g trees, whichs and oth	er plants) grow	no or	n the				
	O)		ions (including sto	cumures, troccis, gates, epop eciparkos vehicles		-			-			
	(k) to trim an remove vegetalism (including trees, shrubs and other plants) growing on the outside the Fasement Area of the vegetation is, on is likely to be or become in the reas- opinion of the Grantee, a danger or hazard in the safety or operation of the Weeks or a interference with the Grantee's rights under this instrument including its rights of Cons and access.								bic			
	0)	works) from the Lan broome in the reaso	(Lau(side the Fasc nable apinion of L iter(erence with t	ructures, fances, gates, ement Area it the impea he Grantee, a danger or he Grantee's nights unit	vements Hazaro (are, se a the s	are l afety	likaly ta cor apri	te or ation			
	(m)			and, to open up the so- tone) from the tane;	Laf the .	nd brit	d 10 r	er-ove				

Annexure Schedule: Page 3 of 9

		Annexure S	chedule			
Inse 	rt typ e	of Instrument	ı	- 1	11	1.
		Date:		Page	of	Pages
		•	Controle in additio	و بازروجان الرام الرام	icheane, die	egyér-a
	(m)	to fill, undersingand support the Lanc and to on the Land:	o deposit instenal	Induding earl	l , gravel and	listanu)
	(0)	to discharge and crain water onto and over	the Land, and			
	נףו	to temperatily accupy any part of the Land and abligations under this instrument, inclu- Grantee may from oil the occupied area ac occupied area.	ring to Construct t	he Works, and	п војад за	The
2	Gran	itee's obligations				
2:	Thu	frantou vult:				
	(€)	restore the surfero of any pert of this Lend of reasonably possible to its pulsi reaccion (co remain in order to give effect to this instruc	scept for any dams	•		
	(b)	repair only direct physical damage caused by damage intended to permanently combined				(or ary
	(r)	if it removes all or part of the patio located date of this instrument to assist in Construc- completion of Construction of the Works:		•		
	(U)	meet the cost of maintaining the Warks, coefficient materials and $\bar{\rho}$	cept any costs resi	. Und fram the	Grantor's br	each of
	(e)	perform all operations in an accordance with regulatory regularments	h yexe incustiv pi	actice and with	all statutory	ond
27	reasa	Cranted installs gaves under a auso 1 2(1), the mably crouded to do so by the Granter and co- lates provide access to any tand to which the S	ch parly may rela	n a key for thr		s onicss
ś	Notic	ce				
3.2	thu (Work	(rantee will give the Grantor at leakt 6 months s.	s' notice before car	птинчинџ Сан	struction of t	l·e
3.7		prings specified in clause 3 at the Grantee will quinty the Land	jivo tem Calantorias	loasi 5 nays' r	iorice before	
3.3		Colonter ig yes the Grantor rotice under right France's ectivy offenche land but	n 3 Z, thr Giznloi	may set inaso	nable rondin	ons an
	(a)	The Stantor must inform the Grantee of the	Glanter's contriber	is all legal id da	ys before the	-

Grantee's proposed date at entry; and

deby the Grantee's entry by more than 5 days;

in equire the payment of money or any other consideration by the Granies, or

(b) the Granton's conditions must not:

Annexure Schedule: Page 4 of 9

Annexure Schedule

	Datec	Page	of	Pages
1	Сомные ін аддяль	nai Almesure Sc	यन्त्रसम्बद्धाः वीदन	gwi-d

- (iii) defeat the Grantee's ability to exercise effectively the Grantee's rights under this restraine?
- 5.4 In the case of emergencies (being where entry onto the Land is necessary in ordernstances of probable congstribility or property or to maintain the continuity or safety of the supply and distribution of electricity), the Stanton may enter onto the Land without giving notice to the Granton.
- 3.5 The Grantor must access any tenant of the Land of the Granton's proposed policy onto the Land if the Grantoe gives the Grantor notice under clause 3.1 or 3.2. If the Granton has notified the Grantoe of any tenant of the Land. the Grantoe may some alcopy of the Grantoe's notice circle, y to that tenant.

4 Grantor's obligations

- 4.1 The Grantor will not, without the prior written consent of the Grantee, do or allow the following to be some.
 - (ii) erect any building or other structure (including teness) on the Essement Area;
 - (b) plant any vegetation (including trees is trobs and other plants) on the Fascinant Area,
 - (i) install any lines, poles, cables, pipes, cache or other install aliens used for the conveyance or drainage of electricity, telecommit relations, gas, sewage, water or any other ability or service in, on, over or under the surface of the Essement Area;
 - operate any deep cultivating equipment or any other Equipment or Vehicles on the Easement.
 Area which weighs more than 2,000 ki agrams or which may vibrate or compact the soil;
 - alter or disturb the present grades and contours of the Easement Area;
 - excavate, stockpile or deposit material or ordertake any landscaping works on the Basement Area.
 - (g) block, disturb, damage or remove any culverts or drainage systems installed by the Grantee or the Land;
 - (b) Impose the Chartee's access over or to the Easement Area;
 - (i) damage anything placed to constructed by the Grantee on the Land:
 - (j) knowingly cause or definit flooding of the Eastment Area.
 - (k) light any fires or burn off vegetal on within the Easement Area:
 - II! subdivice the land in that way that
 - (i) may prevent the Grantee's use of the Easonicht Area or access route customarily used by the Grantee to access the Easonicht Area order this instrument;
 - provents the Grantee's acress along any arress route obstemable used by thr Granter to acress the Epsement Area (unless the publication application makes provision for a terriardic legal acress which the Grantee considers suitable); or
 - (iii) steades allotments which are only capable of being efficiently used in a way that requires the construction of buildings or other structures on the Lasement Area:

Annexure Schedule: Page 5 of 9

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Interi	rvne ni		

			Dated		Page		ef		Pages				
_				Continue in additi	ر روزد کر اخران	evure Sc	/ //i=(1)	العرائة مو	a Ayun -d				
	$\{m\}$	impece the Gran	tce's rights set ou	Circ Clauses 1 1, pr									
	(0)			ch may cause damage to t no distribution of clication t		s (a er 1	iarge	er (he					
4.7	2 The Granteer												
	(a) may withhold consent inder dause 4.1 if it is masonable to do so; and												
	(b)	may impose reas	onable concurses	on any consert given und	er clause	4:							
د	Brez	ch of the Grantor	's obligations										
5.1	If the	e Grantor breaches	any of the Gruntor	r's obligations in this instru	rnent, thi	e Grant:	20 m	av:					
	(8)	give notice to the	Grantor of the br	-ach:									
	(b)	if reasonable in P and)e ordinistances, (give the Granton a reasons	ible perio	L lu ren	redy	լիս Եր	each:				
(1) if it is not recognisate in the 1 reunstances for the Grantor to allow the G period to remody the breach or if the Grantor does not remedy the breach period following the Grantee's notice, the Grantee may:													
		(r) take all re	rasocoble steps to	remedy the breach, and									
		(n) recover :	he direct onsts of c	emedying the breach from	the Gran	itor as :	s det	ы					
6	Heal	th and safety											
6.5		Grantee will be responsible for the health and solety of any person who enters the liand at the or tee's request to the maximum extent allowed by law.											
6.2		rsholauscip II. the 3 Alheaith and safety		oly with all obligations on: Cand	ased on t	he Grar	itor «	it law r	i latimu				
63	The Granton most give to Grantoe the Granton's roles and procedures regarding the health and safety of persons on the cand and the identification and mogolish of hazards. The Granton will comply with all reasonable rules and procedures that the Grantor gives to the Grantee.												
7	Liab	ility											
7:		nwauf husiliö: Asymmic hudari b	ayable by one par	ly to the other in respect r	olary lisi	tildy as	socia	ter wit	h Itis				
	(8)	for breach of any	provision al this ii	estrumer L: or									
	(E)	otherwise at law:											
	ayçır adjus	eqase of \$1,000.00. sted annually in acc	per event or semondance with move	or intentional action oriess es of related events, provid ement in the Consumer Po action in strumont	dep that :	soch air	ouni	ين النور	2				

Annexure Schedule: Page 6 of 9

	Annexure Schedule
Inse	ert type of instrument
	Dated Page of Pages
	Continue in additional America Schedule, if regula-d
8	Dispute resolution
8:	If any dispute puses between the Granton and the Grantee concarning the rights and obligations motioned within this instrument, the parties will, unless the dispute is of such a nature as to require argent resolution, unless into regulations in good faith to also we the dispute themselves or through any informal dispute process they metually agree upon.
87	Clause 8.1 does not affect a party's right to seek relief in the New Zealand courts.
ė	General provisions
9.:	The Works, Equipment, Vehicles and any other property of the Grentee will not, for any reason, become the Granton's property.
9.7	If any provision of this instrument organizational party to this instrument to obtain the off an party's operant then
	(a) constructional or contrasonal vior arbitratily withheld or outsives;
	(b) consent may be given subject to reasonable conditions:
	(a) The pady giving consent must our require a payment as a condition of giving consent
93	This instrument will continue forever unless surrendered by the Grantee. The Granton has no power to terminate this instrument or any of the Grantee's rights under this instrument for any reason.
9.1	The Granton most at all times comply with all the Granton's legal requirements relating to the Works ansing under this instrument.
9.5	The Granten must at all times comply with all the Granter is logal requirements relating to the Works arrang under this instrument.
ōŧ	If any part of this instrument is held to be illegal, word or oreoforceable, such determination will not affect the enforceability of the remaining parts of this instrument.
9.7	Any galery by other party of any provision of this restrong in will only by effective in this given in willing and then only of cover to the extrol High it is expressly stated to be given.
ηĘ	Any lailure, beloy to indulgence by either party in exercising any power to right under this instrument will not operate as a warver of that power or right. Alsingle or partial exercise or any power or right by either party once; this instrument will not prevent further exercises of that power or right or the exercise of any other power or right.
9.5	This instrument will be construed in accordance with New Zealand law
10	Relocation of Easement Area
10	The parties agree that the Grantee may, by giving notice to the Granton at any time prior to the Grantee married to the Jack married to the Facement Alexa. The

Coartice's notice must include:

(a) The mason for the Bracine's request; and

Annexure Schedule: Page 7 of θ

Insert type of	Instrument	

			Datec	•		Page		of		Pages	
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	(E)	all relevant georeche relocated Bassment A						ed le	cation (of the	
10 2	2. The Granton most give consent to the relocation respessed by the Grantee where										
	(a)	the Granice has requireason or the need to Fascincial Area forms	alige all p	craperly rights (an						taica)	
	(b)	the environing and/ location of the reloca									
10.3	When reque	e clause 10-2 Loes not st	apply, 0 s	: Grantor most act	t reason ably (n zensidi	ering the	e Gra	ar tee's		
134	H the	Crantor consents of is	regiment (olgive is conscer.	to the reloca	tico					
	(a)	the Grantos may, if rather Works to chigh wi					il vary :	90V ((kasiyo al	tion for	
	(0)	the Stantor will promatign with the new loa		•	-	The vana	lion of I	te d	esignal	ian to	
	 (c) the Grantee will, at its cost, prepare all documents required to give effect to the relocation including the survey plan, easement surrender instrument and easement instrument; 										
	(4)	the Granton must allo relocated Easement A		ntee's surveyor to	renter the La	ırıd ta uru	derlake	lire :	survey (aí the	
	(e)	both parties will, at the	l êm own lu	ost, sign and relea	sse all obcum	ierts rec.	ired to	g in 6	elfect t	io the	
	(1)	the Grantee will subp	mna doku	iments required to	ogweleffet: (o the rela	ztatlen	tor re	eg er rau	юг	
11	Repla	acement of instrume	nt								
111	CASCI	a lics agine that, follo nents created by this w as this instrument, ex a of.	nstrument	and the Grantor ,	will grant repl	lacemen:	easemo	ints :	an the s		
11.2	Crack	why the commissioning or of the proposed alsy neal Area, which must	inment of								
	(e)	no more than 15 ma	ties wide,	end							
	(b)	substantia ly localed	within the	Fasement Area i	nder :his ins	iri.mçal					
11. 4	Const	artins acknowledge tha ruct the Works to bit w splacement Basement of official, electrical sofet	nthiri a 12 Area to be	metro essement o upito 15 metres o	confiden, the f wide for any r	lsrantbeir Pasanirik	nav reg	шгс	all or pa		

Annexure Schedule: Page 8 of 9

Annexure Schedule

Insert	type	nf l	Instrument
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Datec	Page	ef	Pages
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Continue in additional America Schedule, if region-a-

- 11.4 The Grantee will, at its cost, prepare all excoments required to give effect to clause 11.1, including the survey plant someorder instrument and case ment instrument. The Granton mast allow the Grantee's surveyor to aniso the Land to undertake the survey.
- 10.5 Both paths swit of their own cost, sign and release an documents or quied to give effect to clause 11.0.
- 10.6 The Grantee will submit all conumerts required to give offert to clause 10.4 (or registration).

12 Definitions

- 12.1 To this instrument unless the context requires otherwise:
 - (2) "Construct" includes to boild, construct, erect, install or lay the Works, access fracks, forces, gates, rigid ning walls, embandments, batters and other stability improvements. Culverts and drainage systems contemplated or permitted by this instrument and includes anything that the Grantee considers expedient or necessary to give full effect to this instrument.
 - (b) "Convey" means releasely, conduct, send, distribute, pass, convent, transport, transport, transport and store;
 - "Easement Area" means that part of the Land shown in Schedule 4 of this instrument as being subject to the right to convey electricity and telecommunications;
 - (d) "Equipment" in cludes cables, lines, wires, pranes, chilling rigs, plant, tools and med mely and all material and items required for the purpose of exercising any of the rights of obligations under this instrument:
 - (e) "Land" means the Servicot Tenomont identified in Schedule A of this instrument:
 - (f) "Vehicles" includes four wheel crives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, do ling trys, coards inclicaptors, aircraft, excavation and earthmoving equipment, whether wheeled or tracked; and
 - (g) "Works" man's electrical, telecommunications, occur, monitoring and water works and includes all or any part of any;
 - (i) debles (including fibre optic and other auxiliary debles), wires, earthwires, conductors, debleways and other apparatus used or intericed to be used for the transmission of electricity and delectrimonications and direct monitoring signals.
 - (ii) insidetors, foundations, docts, pipes, conditits, casings, antennes, repeater fittings, transformers, buildings, sillafts, trenches, cables joints, joint chainbers and bays, earth rods, cable mats, link box pits, service pits, pulling pits, service covers, tunnels, devices, appliances, ladders, linings, accessways, melaning devices and other structures, todaies, and equipment.
 - (iii) plaques, signs, posts, markings and similar items; and
 - (iv) proces purpose pump shees and chembers, storage tanks, water pontying ecoporant and ensugated (Things used for the conveyance of water.)

Annexure Schedule: Page 9 of 9

Annexure Schedule Insert type of instrument Dated of Payes Continue in additional Annexore Schedule, if regulina 13 Interpretation 13 L. In this instrument, unless indonsistant with the context 16) singular includes plural and vice versal. references to the "Grantor" and "Grantoe", include their subsidiary or related companies, their (b) successors and assigns and, where appropriate, their employees, contractors, surveyors, organizes, invitos and inspectors, IC) references to softweet regulations or other instruments are desiried to be references to the statute, regulation or instrument as from time first line amended or re-errected or any substitute provisions and, in relation to any statute, any regulations or instruments made and in force under that statute: (h) bradings in this instruction are inserted for convenience only and are to be ignored when determining the meaning of a clause. derivations of defined terms have similar incomings to the defined terms; and (c)(f) all references to findinglish and froughting form a simple to the follower, by feating thin habour, $oldsymbol{a}$

View Instrument Details



Instrument No Status

9602109.2 Registered



Date & Time Lodged 13 December 2013 15:23 Chen, Gang Lodged By Instrument Type Essentant Instrument Affected Computer Registery **Land District**

NAT1501973 North Apakland Annexure Schedule: Contains 5 Pages Grantor Certifications ¥ Lecrify that I have the authority to set for the Grantor and that the party has the legal capacity to achieve me to lodge this distributent Lectify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this ₹ togottg/olego) Lecrity that any statutory provisions specified by the Registrar for this class of instrument have been coincided with or do not apply 8 Lecrify that I hold evidence showing the furth of the certifications. This eigenent and will retain that evidence for the prescribed period. Signature Signed by Julian Christopher Smith as Grantor Representative on 13-12-2013. IEEE AM. Grantee Certifications Learnify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise more 7 ladge this mistriment Legrify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this Learnify that any stantiary previous specified by the Registrantian this class of instrument have been complied with or denot apply. Learnify that I hold evidence showing the rrinh of the certifications I have given and will retain that evidence for the presented period

Signature

Signed by Julian Christopher Smith as Grantee Representative on 4.1.12 201.1.14.23 AM

454 End of Report 554

C. Coper glic Land Dekember Serv Zerom 1.

Bond CO 1961 - Spin

Annexure Schedule: Page 1 of 5

Easement Instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952

Land registration district								
North Aprilland								
Grantor			Surnamens, must be <u>preterined</u>					
Transpower New Zealand Limited	:							
Grantee			бытык түркүн көк <u>келимдений</u>					
Transpower New Zealand Limiter	1							
Grant* of easement or proffs	a prendre or creation of	covenant						
The Grantor , being the registers Grantee (and, if so stated, in on the revenant(s) set out in School Schedulc(s).	oss) the easement(s) or pr	ofit(s) à prendre set ou	t in Schedole A, or creates					
Schedule A		Costiene la lieutrea	у Каяского Калетыс (Стерьбест					
Purpose (nature and extent) of easement, profit(x) à prendre, or sovenant	Shown (plan reference)	Servient tenement (tdent/fier/fill)	Somment (encincut (tdentifier/C) ar in grass)					
Right of way	C on DP 459190	NA11SD/873	In gross					
Easements or <i>profits à prend</i> r and powers (including terms,			enternolost punites as seaul of					
and conditions) Unless otherwise provided buldwi	The meds and many and		of Assessment Statement of County of					
prescribed by the Land Transfer I								
The implied rights and cowers an								
Memorandum number								
Covenant provisions	de-esc pr		encraedore austrer as reduired. O Adressore Schemus d'Erduired					
- ha provisions appliant to the sp	ise hea covenants are thes	e set dut +++						
Memorandem number	, requisited unex	.· section 155A of the t	ord Transfer Act 1952.					
America Cobrelle 2								

Annexure Schedule: Page 2 of 5

		Annexure Schedule
Inse I	rt type	of Instrument
		Dated Page of Pages
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Ease	ment r	ights and powers (including terms, covenants and conditions)
1	Delig	nitions and interpretation
11	ja (t	is instrument, unless the context otherwise requires
	(ē)	Fasement Facility includes (willhow limitation) any road, track includes, bridge, gate inable-stop and any other access improvements established, installed or constructed (or to be established, installed or constructed) on the Right of Way Area,
	(b)	Granden means franspawer New Zealand Limited and its successors and assigns and, where appropriate, includes the Greatagly agents, employees, contractors and invitors:
	(c)	Gravitor means the registered proprietor for the time bring of the Servicht Landland, where appropriate, includes the Granitor's agents, rimpleyees, contractors, tenants, licrosces and invitors,
	(U)	Right of Way Area means that part of the Schriert hand described in school is A of this instrument as bying subject to this easement;
	0)	Aghiral Way Forecasti means the right of way resonable regiled by this resolution; and
	(f)	Recover Land means the land described in schedule A of this instrument as being the service Γ tenement.
12	In th	is instrument, unless the context office with recuiron
	(4)	words dunoting the singular include the planal and vice versa;
	(b)	headings are far ease of reference only and do not in any way limit or governithe construction of the trans of this instrument:
	ſĊĬ	any provision of this instrument to brigger coincid by two coincide phisons binds those persons pointly and severally, $\frac{1}{2}$
	(d)	references to clauses are to clauses of this list iumbol. and
	(c)	the illegably, involving countrillar, calculate any grownson in this instrument will not affect the legality, valuably scientercability g' any other provision
2	Righ	ts and powers
2.1	ngit. Lune	Right of Way Basement created by this instrument is the full, free, uninterrupted and unrestricted. Therry and privilege in con monerath the Granter and any other person lawfully entitled) from to time and at all times by day and by right to go, pass and repass with or without vehicles, increasing myleneous of any kind over and along the Right of Way Area.
2.2	The :	Right of Way Basement created by this instrument induces the following rights and powers

(a) In use any Fascmont Facility situation on the Right of Way Area.

(b) In establish, consider and install any Fasemiral Facility on the Right of Way Acea,

(c) To is place maintaine, replace, affect appraise and corrove any Fascini of Facility;

Annexure Schedule: Page 3 of 5

Annexure Schedule

Insert	tune	of In	e l rur	ment

		Dette	Pag4		ef		Pages						
		Соотное ін авділи	روزيا الراهوري	vure Sc	n-a	الجرائة مو	e Ayun -di						
	(d)	to after the state of the Right of Way Area in dieding to excave	ale the Ri	ght of V	Vay I	۸۲۰۵							
	(e) to install gates in any fences located on the Right of Way Area and to keep those gates locked:												
	(f) to clear and to have the Right of Way Area kept clear at all times of obstructions to the use of the Right of Way Area, including, without limitation, stopped or parked vehicles, copsisted insterial. Trees and other vegetation, stock and rences; and												
	(g) In use the Right of Way Acra, or heavy vehicle access												
23	The rights and powers specified in clauses 2.1 and 2.7 are not obligations on the part of the Cranter and the Granter specifically acknowledges that the Grantin is not obliged to uncertake any work on the Right of Way Area or to construct, repair or meintain any Easement Facility except as otherwise set out in this instrument.												
3	Çaneral												
3.1		ghts and powers implied by Srinddule 4 to the Land Trensfor Ro operty law Act 2007 in right of way casements do det apply to	_		ın(l S	kneduli	e 5 te						
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3.3	The Grantor sectional edges that the Right of Way Easement does not limit in any way any rights of entry or access that the Grantee may have in respect of the Servient Land, including any rights conferred by any statute or any interest in land (whether or not that interest is registered against the title to the Servient Land).												
34	instru	; any Easement Facility is established, installed or constructed t ment, that Easement Facility is 1 form part of the Servici till and antign.					hip ol						
4	Use o	f Right of Way Area											
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	16)	error any bollows or other structure (including fences and of the Right of Way $\Phi \forall a_i$	bry struct	urs) a	n, u	29 (9	0461						
	(b)	plent any voyetation on the Right of Way Area, dividicing gradisconstructed on the relevant paid of the Right of Way Area a compa;											
	(c)	alter or disturb the graces and contours of the surface of the decosil material or the Right of Way Area except in the cours Easement facility;	-										
	(u)	camage or remove any Easement Faulity;											
	(c)	knowingly cause or permit flooding of the Right of Way Area:	OI .										

Annexure Schedule: Page 4 of 5

Annexure Schedule

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join in performing the obligation the Other Party may

Annexure Schedule: Page 5 of 5

Annexure Schedule

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CSD Plan - DP 469190

Survey Number 2014(8):30

Surveyor Reference - 2862314 Works Sunth Inscinents

Surveyor Claim Tennis Notion Survey Form Geal Limited

Surveyor Declaration 1 Claire Emma Nerion Heing a licensed cadavial auxeyor, certify that

(a) the dataset provided by me and its related survey, we accurate, correct and in accordance with the

Cacasi a Sarvey Net 2002, and the Rubs for Cackenja. Sarvey 2001, and Physics they was undertaken by the or under my personal direction.

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Survey Details

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Purpose resement

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Land District North Audstard Survey Class Class V.

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Survey Dates

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 28 (9.2013)
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 Submitted Date
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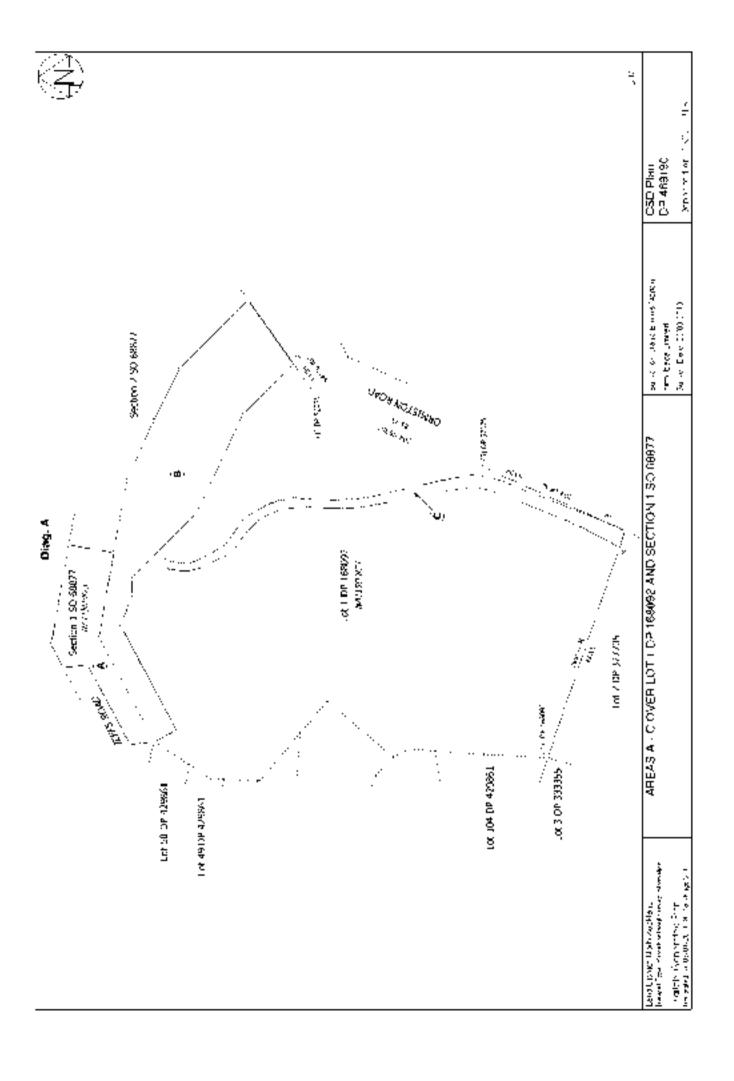
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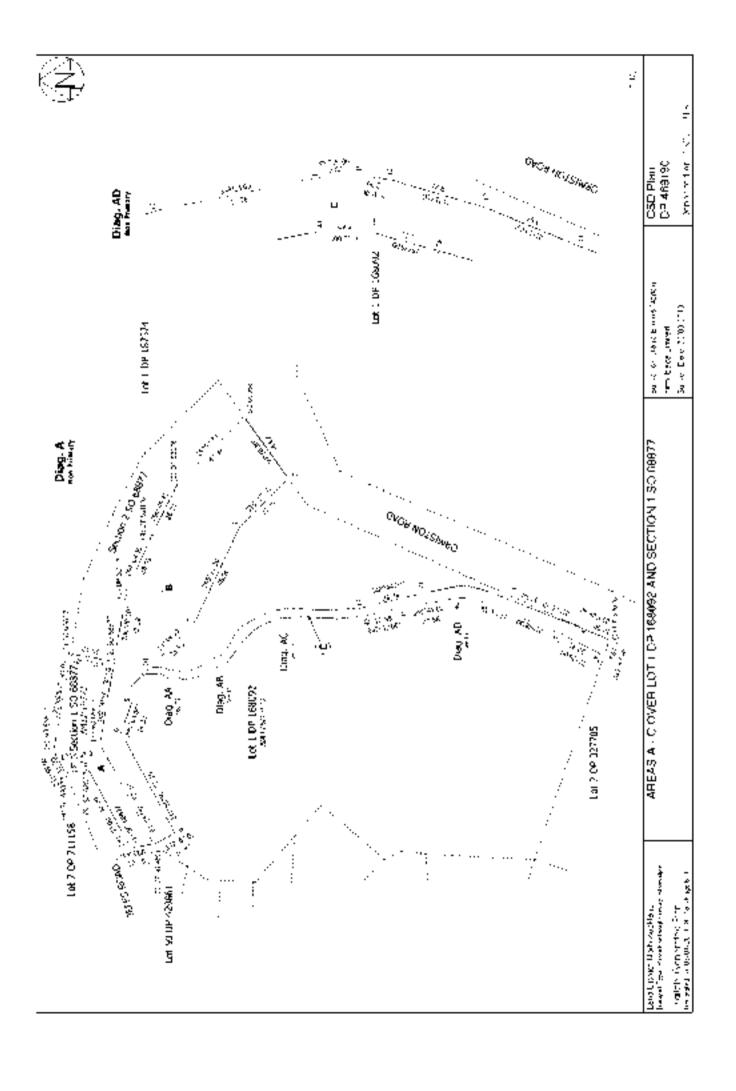


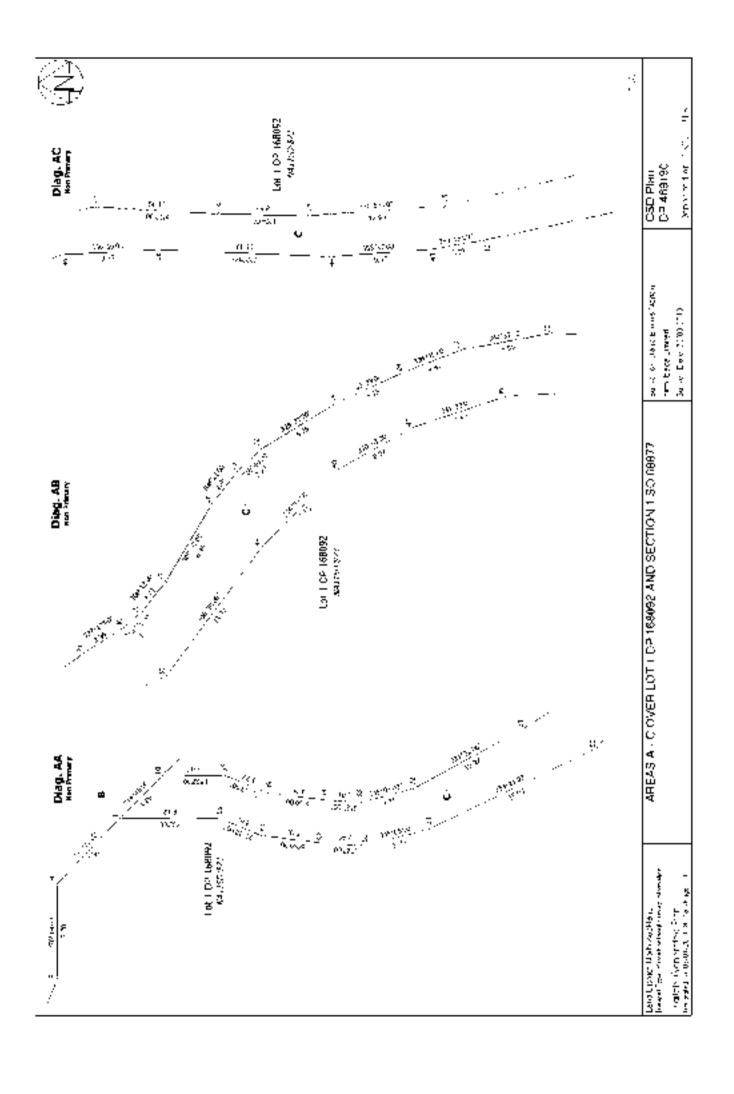
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Land Registration District	Plan Number
NORTH AUCKLAND	DP 489190
Territorial Authority (the Council)	
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Attachment 5





Lander Geotechnical Consultants Limited

Level 3, 3 Osterley Way, P O Box 97 385,

Manukau, Auckland 2241 Phone: (09) 262 1528 www.landergeotechnical.co.nz

Memorandum

To James Dufty From Dustin Tookey
Email james@mckenzieandco.co.nz Date 31 July 2017
Company McKenzie and Co Reference J00036

Company wickenzie and Co Reference 300036

cc Pages 1 of 2 plus attachments

Subject 571 Ormiston Road – Piezometer Installations

Further to our previous discussions and correspondence with Transpower and their advisors, we have now completed installation of the eight piezometers at four locations on Lots 10 and 15 of the above subdivision. Subsequent to our previous memorandum (dated 12 April 2017) we have reinstalled piezometers 10-2a and 15-2a to ensure they are fit for purpose.

The requirement for the piezometers is to allow Transpower to monitor groundwater levels and confirm that the subsoil drainage installed as part of the subdivisional earthworks remain operational in the long term and maintains groundwater levels at or below the design assumptions. A record of our previous report and correspondence is included in Appendix 3.

The piezometers have been installed in the locations indicated on the attached as-built plan and cross sections (Appendix 1) and in accordance with the detail previously agreed with Transpower and their advisors. Detailed logs of the soils encountered during drilling and the piezometer configuration are included in Appendix 2. A stand up lockable cap has been installed on each piezometer to protect the piezometer.

Table 1 below presents baseline groundwater levels measured on 23 February and 10 April 2017 and subsequent levels measured in Piezometers 10-2a and 15-2a following reinstallation.

Table 1: Initial Piezometer Readings

	Depth of Piezometer (mbgl)	Depth of Fill (mbgl)	February Reading (23/2/2017) (mbgl)	April Reading (10/04/17) (mbgl)	July Reading (12/07/17) (mbgl)
Lot 10-1a	4.4	5.0	4.4	N.E.	-
Lot 10-1b	12.2	5.0	N.E.	N.E.	-
Lot 10-2a	7.5	7.5	N.E.	N.E.	-
Lot 10-2b	15.4	9.0	9.5	10.3	10.4
Lot 15-1a	9.6	10.5	9.3	N.E.	-
Lot 15-1b	18.5	10.5	14.6	N.E.	-
Lot 15-2a	8.3	9.0	7.3	8.1	-
Lot 15-2b	15.1	9.0	11.4	11.2	12.2

Going forward, we understand that Transpower will take complete ownership of these piezometers and will determine and implement appropriate monitoring and maintenance programs to ensure appropriate information is collected and to prolong the design life of the piezometers.

We trust the above provides the requested information and allows Transpower to carry out long term groundwater monitoring as required. If you need any further information, please do not hesitate to contact the undersigned.

For and on behalf of Lander Geotechnical Consultants Limited

Dustin Tookey

Senior Geotechnical Engineer MIPENZ, CPEng

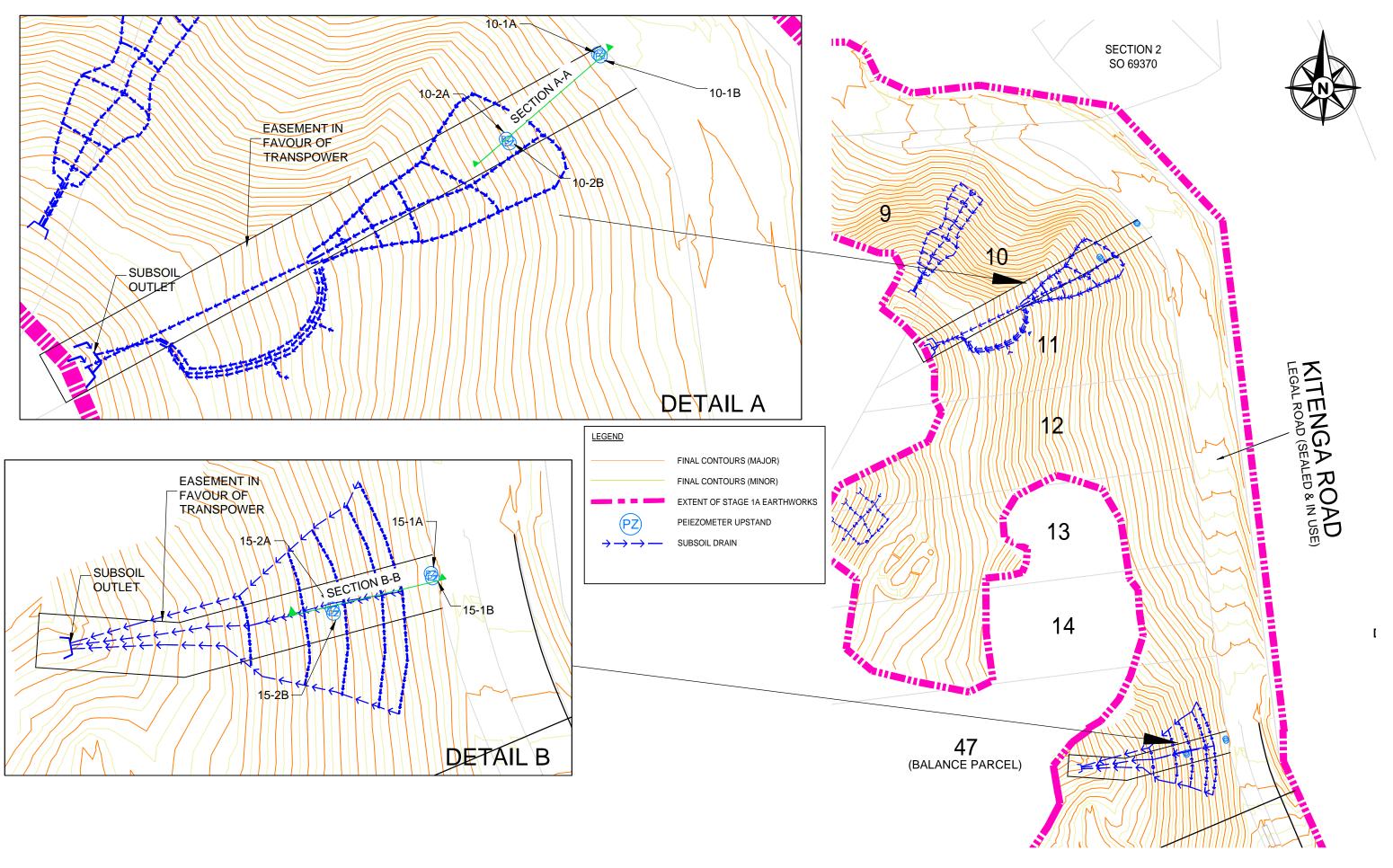
Attachments: Appendix 1: As-Built Location Plan and Cross Sections

Appendix 2: Piezometer Records Appendix 3: Previous Correspondence

J00036 | 31 July 2017 2

Appendix 1: As-Built Location Plan and Cross Sections

J00036 | 31 July 2017 3



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				DRAWN: TM	DATE: 28/07/17	SIGNED:	PLOT DATE: 27/01/17	١
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В	FOR INFORMATION	JD	4/04/17	JD			FS & MT	
А	FOR APPROVAL	TM	27/01/17	APPROVED:	DATE:	SIGNED:	SURVEY DATE:	l
REV	DESCRIPTION	BY	DATE	СМ			14-27/10/16	

THIS DRAWING AND DESIGN REMAINS THE PROPERTY OF, AND MAY NOT BE REWORKED OR ALTERED, WITHOUT THE WRITTEN PERMISSION OF McKENZIE AND COMPANY CONSULTANTS LIMITED. NO LIABILITY SHALL BE ACCEPTED FOR THE UNAUTHORISED USE OF THIS DRAWING.

ALL DIMENSIONS TO BE CHECKED; DO NOT SCALE FROM DRAWING 571 ORMISTON ROAD WHITFORD INVESTMENT NZ LIMITED FLAT BUSH, AUCKLAND

PROJECT:

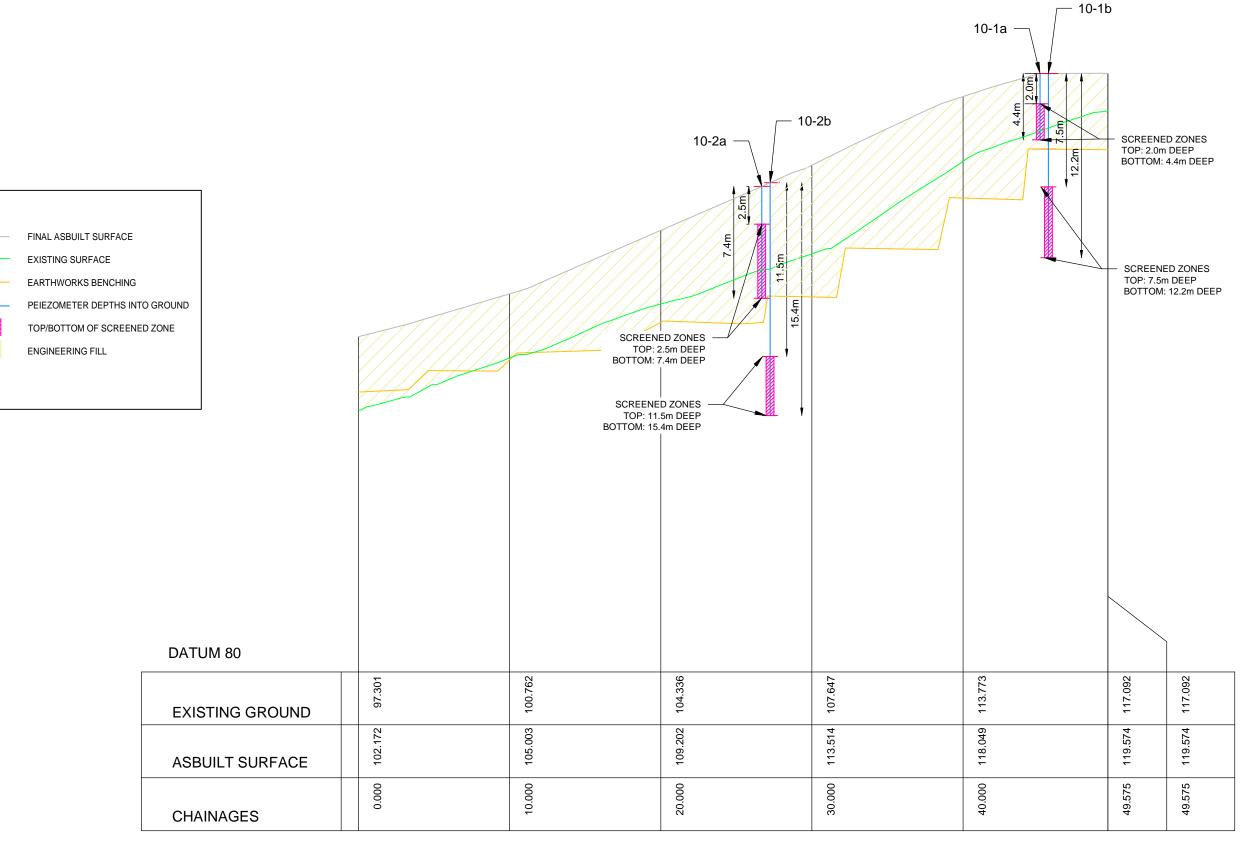
STAGE 1A GROUNDWATER PIEZOMETER OVERALL AND DETAILED

PLAN

TITLE:



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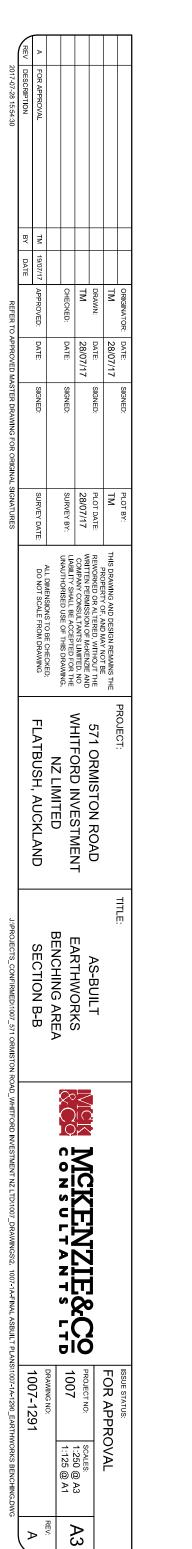


SECTION A-A

REFER TO DRAWING 1007-1A-1280

			OR TN	RIGINATOR:	DATE: 28/07/17	SIGNED:	PLOT BY:	THIS DRAWING AND DESIGN REMAINS THE	PROJECT:	TITLE:		ISSUE STATUS: FOR APPR	PO\/AI	
			TN	И	DATE: 28/07/17 DATE:	SIGNED:	PLOT DATE: 28/07/17 SURVEY BY:	PROPERTY OF, AND MAY NOT BE REWORKED OR ALTERED, WITHOUT THE WRITTEN PERMISSION OF McKENZIE AND COMPANY CONSULTANTS LIMITED. NO LIABILITY SHALL BE ACCEPTED FOR THE UNAUTHORISED USE OF THIS DRAWING.	571 ORMISTON ROAD WHITFORD INVESTMENT	AS-BUILT EARTHWORKS	MCKENZIE&CO	PROJECT NO:	SCALES: 1:250 @ A3 1:125 @ A1	A3
-	FOR APPROVAL T DESCRIPTION E	M 19/07 Y DA	_	PROVED:	DATE:	SIGNED:	SURVEY DATE:	ALL DIMENSIONS TO BE CHECKED; DO NOT SCALE FROM DRAWING	NZ LIMITED FLATBUSH, AUCKLAND	BENCHING AREA SECTION A-A		DRAWING NO: 1007-1290	1	REV:

<u>LEGEND</u>



LEGEND ENGINEERING FILL PEIEZOMETER DEPTHS INTO GROUND EARTHWORKS BENCHING EXISTING SURFACE FINAL ASBUILT SURFACE TOP/BOTTOM OF SCREENED ZONE **CHAINAGES EXISTING GROUND** ASBUILT SURFACE DATUM 81 96.211 94.178 0.000 0.000 96.211 94.178 SCREENED ZONES TOP: 10.5m DEEP
BOTTOM: 15.1m DEEP SCREENED ZONES TOP: 3.5m DEEP BOTTOM: 8.3m DEEP 10.000 99.474 96.643 15-2a 20.000 103.881 100.160 3.5m 10.5m 15.1m 15-2b 108.415 103.473 30.000 15-1a 9.6m 2.0m 13.0m 15-1b 40.000 112.259 106.577 - SCREENED ZONES TOP: 2.0m DEEP BOTTOM: 9.6m DEEP 112.414 40.558 106.764 - SCREENED ZONES TOP: 13.0m DEEP BOTTOM: 18.5m DEEP 40.558 112.414 106.764

SECTION B-B

REFER TO DRAWING 1007-1A-1280

Attachment 6

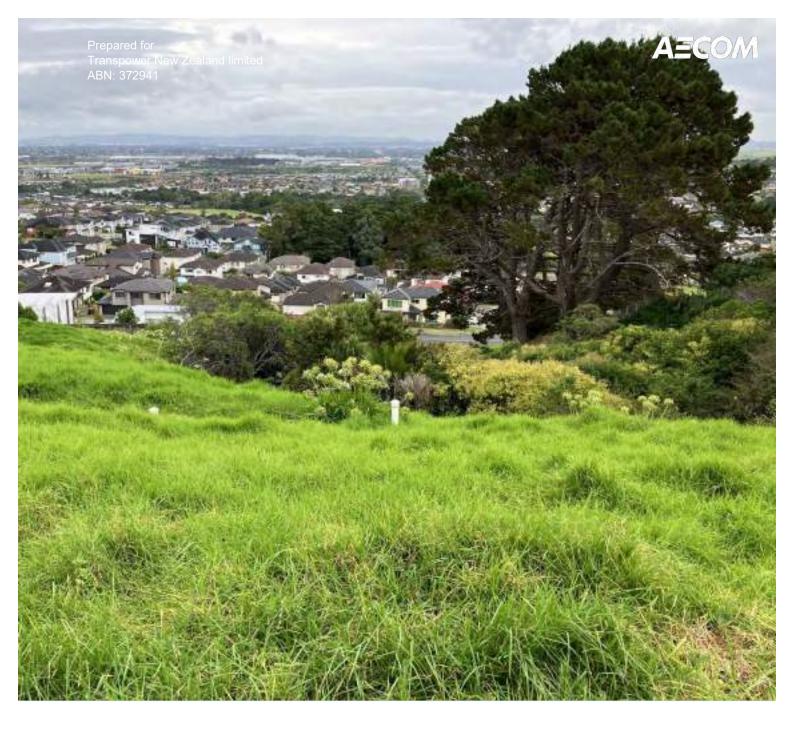


	BHL-OTA s.176 Approval Schedule	
Applicant	Activity	Date provided
Chorus	Installation of telecommunucations equipment cabinets and associated infrastructure at 341 East Tamaki Road, East Tamaki.	13-Oct-10
Chorus	Installation of telecommunucations equipment cabinets and associated infrastructure at 3 Pearl Baker Drive, Manukau.	13-Oct-10
Vector Ltd	Installation of an 11kV cable across legal road and adjacent to 114 and 116 Stancombe Road, Flatbush.	22-Dec-11
WEL Networks	Horizontal drilling and trenching at Jeffs Road, East Tamakai.	10-Oct-12
Transfield Services	Installation of CCTV camera at intersection of Springs Road and East Tamaki Road, East Tamaki.	7-May-12
Auckland Council	New sports field development at 359 East Tamaki Road, East Tamaki.	14-Feb-13
Watercare Services Ltd	Installation of a watermain at Jeffs Road, Flatbush.	26-Aug-13
WEL Networks	Installation of an 11kV cable at Jeffs Road, Dannemora.	15-Nov-13
Vector Ltd	Proposed gas connection within legal road in vicinity of 97 Stancbome Road, Flat Bush.	2-May-13
COD Construction and Civil Ltd	Proposed drainage and water works at 136 Stancombe Road, Flat Bush	25-Jun-13
Chandar Bhan Singh	Proposed stormwater line installation at 28 Franklyne Road, Otara	20-Nov-14
Armadale Holdings Ltd	Installation of a new gas feeder cable, power feeder cable and sanitary sewer serving a four lot subdivision at Jeffs Road, Flat Bush	7-May-14
Lily Investment 227 Ltd	Proposed subdivision of 227 Brownhill Road and 751 and 761 Redoubt Road.	24-Mar-14
Vector Limited	Proposed distribution regulation station on Springs Road, East Tamaki	22-Aug-14
Whitford Investment NZ Ltd	Proposed subdivision at 571 Ormiston Road, Flat Bush	11-Nov-14
Lily Investment 227 Ltd	Revised subdivision of 227 Brownhill Road and 751 and 761 Redoubt Road.	21-Nov-14
Visionstream	Installation of ultra fast broadband cable.	17-Feb-15
Vector Ltd	Proposed gas works across East Tamaki Road, East Tamaki and 4A Springs Road, Otara.	7-May-15
HEB Construction Ltd	Proposed watermain across Jeffs Road, East Tamaki Heights.	20-Nov-15
Whitford Investment NZ Ltd	Proposed retaining walls associatd with the subdivision works at 571 Ormiston Road, Flat Bush.	31-Mar-16
CLC Consulting Group Ltd	Proposed utility services, including water supply connection for a new dwelling at 41 Johnstones Road, Otara.	4-Jul-16
Scot Thrust Ltd (on behalf of Vector Ltd)	Proposed 140mm duct across Regis Lane, Flat Bush.	20-Jul-16
Watercare Services Ltd	Replacement of the wastewater pipelines crossing Alexander Crescent, Otara adjacent to 13 Alexander Crecsent, Otara.	12-Dec-16
Downer (on behalf of Auckland Transport)	Proposed 100mm duct across Jeffs Road, East Tamaki Heights.	20-Jun-17
Northpower	Installation of pathway lighting along Barry Curtis Park, Flat Bush.	28-Sep-18
Vector Ltd	Realignment of gas supply main and retriculation of underground electricity and communication services, Stancombe Road and Kensway Road, Flat Bush.	20-Feb-19
Mahitahi Kainga Trust	Proposed new stormwater pipeline across Franklyne Road, Otara.	19-Jun-19
WSP Opus (on behalf of Auckland Transport)	Proposed Flat Bush Collector Link road (Stancombe Road intersection).	5-Aug-19
Gupta Loans & Insurance Ltd	Proposed new stormwater pipeline across Franklyne Road, Otara.	23-Oct-19
CN Terracotta (ANZ) Ltd	Connections to reticulated residental service infrastructure on Kitenga Road, Flat Bush.	19-Dec-19
Vector Ltd	Proposed high voltage underground cable and pole termination at 16 Franklyne Road, Otara.	12-May-20
Vector Ltd	Installation of 400V cable road crossing at 34 Franklyne Road, Otara.	8-Mar-21
Auckland Council	Extension of East Tamaki dam earth bund at 383 East Tamaki Road, East Tamaki.	10-Mar-22

Tung Kung House	Connections to reticulated residental service infrastructure on Kitenga Road, Flat Bush.	27-Jun-22

Attachment 7





Preliminary Geotechnical Assessment Report

23-Apr-2024 BHL-OTA Designation: 542 Ormiston Road - Jeffs Road



Preliminary Geotechnical Assessment Report

Client: Transpower New Zealand limited

ABN: 372941

Prepared by

AECOM New Zealand Limited

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23-Apr-2024

Job No.: 60678494

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Quality Information

Document Preliminary Geotechnical Assessment Report

60678494 Ref 23-Apr-2024 Date Originator S. Semmens Checker/s G. Blakeley

J. Underhill

Revision History

Verifier/s

Rev	Revision Date	Details	Approved			
	Nevision Date	Details	Name/Position	Signature		
0	20-Mar-2024	For Transpower comment	Glen Jacobsen Project Manager	gf-i-		

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Executive Summary

Transpower have engaged AECOM to undertake a preliminary geotechnical assessment for the proposed BHL-OTA double circuit cables to be installed within the Transpower designation that runs through 542 Ormiston Road.

AECOM completed a desk study and undertook a site walkover along the Transpower designation. The site is mapped as being underlain by East Coast Bays Formation (ECBF) mudstone, siltstone and sandstone. Slope instability is widespread within the ECBF in the area, which is recognised on the geological map as the Southern Landslide Zone. Instability occurs within weathering products and within ECBF rock where bedding-parallel weak zones promote tabular block slides.

During the site walkover evidence of slope instability was observed at the site and surrounding areas. Instability features in the area have also been mapped by others, e.g. Tilsley, 1993.

Three conceptual geotechnical mitigation works options were developed for the proposed cable installation and were discussed with Transpower. Transpower selected the fully trenched Option 1 solution to be further developed so a high-level cost estimate could be provided for this option. Geotechnical mitigation works for Option 1 comprise:

- General cut and fill earthworks for reshaping ground within the Transpower designation
- Cut batters:
 - CH215 m: maximum batter slope 1V:2.4H
 - CH370 m: maximum batter slope 1V:3H
- Cable trench cut ramps (trimming of over steepened slopes): ramp slope 1V:4H
- Western lower slope stabilisation: Three anchored 750 mm diameter reinforced concrete (RC) bored pile retaining walls at 20 m intervals up slope
- Western upper slope stabilisation: Two anchored 400 SED timber pole retaining walls at 20 m intervals up slope.

The high-level estimated cost of site clearance and slope stabilisation for the fully trenched Option 1 solution is \$3,633,500.00 (excluding GST). This high-level cost estimate is based on the concept sketches in Appendix C. This cost estimate is limited to civil works and retaining walls required within the Transpower designation to stabilise the slopes. Costs do not include associated items such as cable trench construction, stormwater drainage, services, topsoiling, grassing and general reinstatement. Other project cost items not included are site-specific geotechnical investigations, consenting and engineering design. For all estimated costs a 30% pricing contingency is applied.

Attachment 8





31 Gilberthorpes Road, Islangton 8042 PO Box 21154, Edgewere, Christchurch 8143 New Zealand # +64 3 590 7600

F +64 3 338 1290 www.framspower.co.isz

[Day] June 2023

[Stakeholder] [Postal Address]

Sent via email: [Contact's email address]

Attention: [Contact's full name]

Dear [Contact's first name]

RE: CONSULTATION ON ALTERATION TO TRANSPOWER DESIGNATION 8517 AUP(OP) BROWNHILL ROAD TO ŌTĀHUHU UNDERGROUND ELECTRICTY TRANSMISSION CABLES.

Transpower is the requiring authority in respect of the Brownhill Road to Ōtāhuhu Underground Transmission Cables Designation, which is identified as Designation 8517 in the Auckland Unitary Plan – Operative in Part (AUP). The purpose of the designation is:

the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The cables have not yet been installed but Transpower holds easements, in perpetuity, over all privately-owned land along the designated route (easements have been relinquished over land that has subsequently become road).

As part of its ongoing planning in the Auckland region, Transpower's systems planning team have reviewed the designation and confirmed that these cables are still required, however the earliest likely need date for it is 2027, though mid 2030s is considered a more realistic timeframe. This designation is due to lapse on 1 March 2025.

At present, resource consents for the associated enabling works to support cable installation are unlikely to be in place by March 2025. Therefore, Transpower will be seeking an amendment to the lapse date to ensure it remains in place until the cables are required.

In addition, as development in the area around the designation route has occurred since the designation was confirmed, it has become apparent that some minor changes to the designation

route would be advantageous to better align the designation with the development pattern in the area (ideally, the designated route would follow roads).

Transpower has sought specialist technical advice to assess the effects of the proposed designation alteration. These subject matters are:

- Ecology
- Archaeology
- Three waters infrastructure
- Traffic impacts

Transpower has identified [Description of stakeholder's assets and location in relation to designation] the designation route and is seeking comments on the proposal. The [stakeholder assets] in question is the [brief description of assets]. [Overview of how designation alteration may impact on stakeholder's assets].

There is a condition on the existing designation, that will be retained, which ensures that Transpower will undertake consultation with [stakeholder] regarding [description of the condition and what Transpower would be obligated to do, including condition number]. This condition may address the concerns of [stakeholder], however any feedback on these conditions would be appreciated.

If you would like to receive a technical report to assist with the review of the proposed designation alteration, Transpower can provide this to you in draft. If you do require any additional information from Transpower to inform your consideration of the proposal, please don't hesitate to reach out to the undersigned below.

Transpower intends to lodge the Notice of Requirement to alter the designation by the end of July 2023. It would be great if Transpower could receive comments from [stakeholder] by the end of June 2023, if possible.

Yours sincerely,

John Sutherland

Environmental Planner
Environmental Policy and Planning Group

TRANSPOWER NEW ZEALAND LIMITED

Enclosures:

- Existing designation conditions and proposed amendments
- Land Requirement Plans

8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street 1 Gridco Road, Otara
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March <u>2025</u> <u>2040</u>

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007), and the Notice of Requirement to alter the designation dated [month/year of lodgment]

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V the maps showing the BHL-OTA cable designation area and route (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 μ T for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages

- 5. The works shall be designed and constructed to comply with regulations 58, 33, 42, 60, 69 and 87 and Part 2 General safety requirements, *Requirements for electrical safety* of the Electricity Regulations 1997 2010, as in force at the date of confirmation of the designation
- 6. Any works or equipment shall be designed and constructed so as not to cause existing assets of other utilities to be non-compliant with AS/NZS 4853: 2012 Electrical Hazard on Metallic Pipelines.

Existing utilities

- 7. Transpower shall liaise with all relevant utility operators during the detailed design and subsequent construction processes prior to undertaking any work pursuant to this designation and shall ensure that:
- a. it is aware of the location of all utility services existing at the time of construction in or adjacent to the designation; if necessary, exploratory excavation shall be undertaken;
- b. to the greatest extent practicable, all utility services existing at 28 May 2007 [Insert alteration NOR lodgment date] (being the date the Notice of Requirement to alter the designation was lodged) located in or adjacent to the designation are protected from any activity associated with the Upper North Island Grid Upgrade Project which may interfere with the proper functioning of the services;
- c. if it is not practicable to avoid a reduction in the level of service in accordance with (b) above, or if services are otherwise damaged, all utility services existing at 28 May 2007 [Insert alteration NOR lodgment date] located in or adjacent to the designation are repaired or relocated at Transpower's expense, to the reasonable satisfaction of the affected utility operator; and
- d. <u>reasonable access to</u> existing utility services located in or adjacent to the designation are able to be accessed during construction.
- 8. Nothing in condition 7(c) requires Transpower to:
- a. provide compensation to any affected utility operator for indirect costs, such as for delays and inconvenience caused; and
- b. put the owner of the utility services in a better position than if the Upper North Island Grid Upgrade Project had not been proposed or installed.

Archaeology: known sites R11/2333 and R11/2384

9. Before any <u>construction</u> works are carried out associated with the Upper North Island Upgrade Project, Transpower shall make any minor adjustments to the location of the cable trench within the corridor to ensure that the sites R11/2333 and R11/2384 are not damaged by construction of the cable trench.

Advice note:

This condition is subject to any conditions of any archaeological authority granted under the Historic Places Act 1993.

Construction Management Plan (CMP)

- 10. At least 30 working days prior to commencing any construction activity along the designated underground cable route, Transpower shall submit a Construction Management (CMP) to the Council for approval. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or Transpower's intended approach to:
- a. The proposed construction methodology;
- b. Storage and reuse and top soil, including stockpiling areas;
- c. On-site and off-site disposal of soil;
- d. Silt and dust control, during earthwork stages;
- e. Groundwater and stormwater management, treatment and disposal;
- f. Traffic/property access management;
- g. Contaminated land management procedures;
- h. Construction hours;
- i. Existing network utilities protocols and guidelines;
- j. Access and utilities management;
- k. Subject to other specific conditions, cultural protocols and archaeological requirements;
- I. Land stability management and water quality and sediment controls;
- m. Vegetation disturbance/removal and replacement;
- n. Management of construction activities;
- o. Contractor training, including health and safety;

- p. The intended construction programme, including staging if appropriate;
- q. Management of construction noise;
- r. Community information and liaison;
- s. Temporary activities and equipment storage in specified areas;
- t. Contractor car parking in specified areas;
- u. Security and lighting during construction; and
- v. Situations where the proposed cable depth could differ from the 1500 mm shown on Map 6 or 7 of Appendix V (see attachments), including likely reasons for differing depth and means of resolving any issues arising from that depth.
- 11. In preparing the CMP in accordance with condition 10, the following minimum requirements shall be met:
- a. Quality soil shall be reused, where appropriate, and suitable stockpiling areas shall be identified;
- b. Spoil which is not reused, where appropriate, and suitable stockpiling areas shall be identified;
- c. Dust on-site shall be minimised to ensure that there is no dust nuisance off-site as a result of the works. Such minimisation could include spraying with water or covering of areas;
- d. Clean stormwater shall be directed away from bare or earthworked areas and sediment laden runoff shall be properly controlled and managed to minimise any discharge of sediments into watercourses;
- e. As far as practicable, disturbance to riparian areas and stream banks and beds shall be minimised during construction;
- f. Measures for testing and removing any contaminated land along the route shall be developed;
- g. Liaison with existing utility providers with underground services within the designated route shall be undertaken;
- h. Adequate measures shall be implemented so as to avoid land slope failure;
- i. When construction is taking place within the dripline of any tree over two metres in height to be retained on a public road or other public or private land, a qualified arborist shall be engaged to advise on the best method of root pruning and for continuing long-term avoidance of root interference with the cable;
- j. Site contractors shall have available at all working times, at an accessible place along the cable route, copies of all designation and consent conditions, the approved Construction Management Plan and the Draft Protocols entitled Transpower Grid Upgrade Project Protocol for Dealing with Kōiwi or Taonga Unearthed During Construction and the Discovery of Sites of Significance, Wāhi Tapu, Heritage Sites and Archaeological Sites (or updated document). Transpower shall ensure that the contractors understand the designation conditions and consent conditions;
- k. Transpower shall notify the Council in writing at least 10 working days before commencing works (including a separate notification for works commencing in Turanga Creek, Mangemangeroa Stream and Otara Creek), and shall notify the Councils that works have been completed within 10 working days following completion of the works;
- I. Parties adjacent to the route shall be notified prior to commencement of works and shall be regularly updated;
- m. Temporary activities, such as equipment storage shall be undertaken in suitably located areas (ie, not within 20 metres of a watercourse);
- n. Contractor car parking shall be suitably located, so as not to prevent property access; and
- o. Work sites shall be secure and illuminated to restrict access as appropriate.
- 12. In preparing the CMP in accordance with condition 10, Housing New Zealand Corporation Kāinga Ora shall be consulted.

Advice note:

Where the CMP requires Transpower to give notice to the Council, that notice can be given

progressively, as stages of the work are complete.

Construction hours

- 13. Construction hours shall be as follows:
- a. Monday to Friday: 7am to 6pm;
- b. Saturday: 8am to 1pm; and
- c. Sundays and public holidays: No work.

Except where work is necessary outside the specified days or hours for the following purposes:

- i. Where work is required to be planned to be carried out at low-traffic times, for example, excavation across busy roads, or cable installation;
- ii. Delivery of large equipment;
- iii. Emergencies;
- iv. Securing of the site or removing a traffic hazard;
- v. Cable jointing in self- contained enclosures; or
- vi. Where the distance between the work and the nearest residence is 100 metres or more and all other conditions are met

Construction and Maintenance Noise

- 14. All construction work shall be designed, managed and conducted to ensure that construction and maintenance noise from the site does not exceed the limits in NZS6803:1999 Acoustics—Construction Noise.
- 15. Prior to any significant construction work taking place, a noise management plan shall be prepared, with the assistance of a suitably qualified and experienced person, that sets out the management procedures in terms of section 8 and Annex E of NZS6803:1999, and the works shall be undertaken in accordance with that noise management plan (other than emergency works).
- 16. The noise management plan required by condition 15 shall be submitted to the Council's Consents Manager for approval, at least 20 working days prior to the works commencing. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.

Advice note:

The noise management plan required by condition 15 can be incorporated into, and be part of the construction management plan required by condition 10.

Vibration

17. Vibration from all construction activities shall not exceed the limits of, and shall be measured and assessed in accordance with, German Standard DIN 4150-3 (1999-02) Structural Vibration – Effects of Vibration on Structures.

Traffic / roading

- 18. Transpower shall prepare a Traffic Management Plan (TMP) which is generally consistent with NZTA's Code of Practice for Temporary Traffic Management (COPTTM). the National Code of Practice for Utility Operators' Access to Transport Corridors under the Utilities Access Act 2010
- 19. The TMP shall be submitted to the Council's Consents Manager for approval at least 20 working days prior to commencement of underground cable construction after consultation with:
- a. The Council;
- b. The following key stakeholders:
- i. Emergency services (including police);

- ii. Bus operators;
- iii. Schools;
- iv. Housing New Zealand Corporation Kāinga Ora;
- c. Any additional key stakeholders identified by the Council.
- 20. The council shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.
- 21. The TMP prepared by Transpower shall recognise that the paramount purpose of roads is the free passage of the public and its vehicles.
- 22. The TMP prepared by Transpower shall address and provide details of proposed works and/or mitigation measures relating to the following matters:
- a. The likely routes for heavy construction-related traffic;
- b. Details of any necessary road closures, diversions, or deviations which are likely to be required during construction activities, including the likely date, time and duration of such actions. As far as practicable, any necessary temporary road closures should be effected during off-peak periods;
- c. Where diversions or deviations are required, information and recommendations shall be provided by a suitably qualified and experienced traffic engineer of the traffic volumes and capacities of alternative routes, and the likely consequent effects in terms of safety and convenience. The traffic engineer shall ensure that recommended alternative routes are reasonably convenient and capable of safely accommodating diverted or deviated traffic. Transpower shall act on the recommendations of the traffic engineer in relation to alternative routes. Where traffic modelling related to specific intersections is required, the results of the modelling shall be included (see conditions 23 to 25);
- d. Details of the signage intended to advise motorists, residents, stakeholders, and other road users of any road closures, diversions and delays, including examples of signage for diversion routes. Such signage shall be sufficiently clear to enable easy understanding by the general public, and installed at appropriate locations at least seven days in advance of such road closures, diversions and delays. Such signage shall include the use of trailer-mounted electronic signs near the most affected roads;
- e. Details of methods of proposed information dissemination regarding construction activities and associated traffic effects. These details shall include information regarding likely timing and duration of works, alternative routes, access to properties, and any alterations to public transport services. Methods of information dissemination shall include, but not be limited to, public notices in newspapers, radio announcements, signage, information packages, and direct contact with affected properties along those routes;
- f. Inclusion of a communications plan setting out the method of consultation and liaison with key stakeholders and affected parties regarding likely timing and duration of works, alternative routes, access to properties and any alterations to public transport services;
- g. Details of prior consultation or community liaison undertaken with affected residents, key stakeholders, schools, public transport providers, emergency services or representative groups regarding proposed road closures, diversions and delays, and any measures agreed with such groups to address any adverse effects or inconvenience that may arise;
- h. Details of any measures for the purposes of mitigating adverse traffic effects of construction traffic, including safety matters, relating to cyclists, pedestrians, mobility impaired persons, and school children;
- i. Where the cable is proposed to be installed across major intersections and/or arterial roads carrying higher traffic volumes (such as Ti Rakau Drive, Te Irirangi Drive, Chapel Road, Springs Road, East Tamaki Road), three months prior to the commencement of construction an assessment shall be carried out by a suitably qualified and experienced traffic engineer of:
- i. The traffic volumes using such intersections or roads;

- ii. The likely levels of delays and disruptions which may be experienced as a result of cable construction; and
- iii. Identification of locations where such installation works must be carried out in the most timely manner practicable (including where reasonably practicable, the use of alternative methods of installation other than trenching), so as to minimise delays or inconvenience to road users;
- j. Following consultation with public transport providers, details of proposed alternative temporary changes to public transport services during the construction period including but not limited to any route diversions, timetable adjustments, temporary bus stops, and methods of communicating such matters to public transport users.
- 23. Following consultation with the Boards and/or principals of Mission Heights Primary School, Sir Edmund Hillary College and Sancta Maria College (and any schools subsequently established with accesses and/or egresses adjacent to the underground cable route), Transpower shall ensure, as far as practicable, that works avoid school terms so as to minimise disruption to normal school activities. Details of relevant periods shall be included in the TMP.
- 24. Following consultation with the New Zealand Fire Service Fire and Emergency New Zealand, details shall be provided in the TMP of proposed alternative access to and egress from the fire station located at 341 East Tamaki Road.
- 25. Transpower shall carry out traffic modelling at the intersections of Johnstones Road/Springs Road/East Tamaki Road and Chapel Road/Accent Drive/Stancombe Road to assess the impact of the construction works on intersection capacity prior to completing the Construction Management Plan and the Traffic Management Plan as required by condition 20 18, and incorporate any necessary specific provisions in the CMP.

Advice note:

The traffic management plan required by condition 18 can be incorporated into, and be part of, the construction management plan required by condition 10.

Continuation of access

26. Transpower shall at all times ensure that access to any property temporarily severed by construction is maintained at a level that will enable, as far as practicable, normal operations on the property to continue.

Parking

27. Following consultation with residents, businesses and other directly affected persons, Transpower shall ensure that adequate temporary alternative car parking is provided for residents, businesses and other directly affected persons along or adjacent to the cable route, in the event that construction activity prevents or hinders usual parking. Such arrangements are to be made and advised to affected parties at least five working days prior to the commencement of the work that causes the effect.

Remediation of property, roads and footpaths

- 28. Other than as provided in condition 29, Transpower shall:
- a. within 10 working days of completion of construction on any land, reinstate any private or public land and property (excluding works in road reserves) as far as practicable to its pre-existing state. Such remediation shall include fences, gardens (excluding trees and grass) and other surface equipment or materials; and
- b. as soon as practicable after the completion of construction, re-grass areas that were previously grassed.
- 29. As soon as practicable after the completion of construction, Transpower shall repair any damage

to public carriageways and footpaths (and associated road components) resulting from the impacts of construction. Such repair may involve short-term maintenance to allow for settling and consolidation of carriageways prior to final repair.

Cultural/Spiritual

- 30. If any urupā, traditional sites, taonga (significant artefacts), or kōiwi (human remains) are exposed during site works, the following procedures shall apply:
- a. Works in the immediate vicinity of the site that has been exposed shall cease;
- b. The site supervisor shall immediately secure the area in a way that ensures that any remains or artefacts are untouched;
- c. The site supervisor shall notify representatives of relevant tangata whenua, the New Zealand Historic Places Trust Heritage New Zealand, the Auckland Council and, in the case of human remains, the New Zealand Police; and
- d. The notification in (c) above shall allow such persons being given a reasonable time to record and recover archaeological features discovered before work may recommence on the exposed site.

Future roading

- 31. Cable installed in the vicinity of the possible future road connections between:
- a. The Redoubt Road extension between Regis Lane Kitenga Road and Ormiston Road (as shown on maps 49-50, Manukau City Council Operation District Plan 2002 (see attachments); and
- b. The possible future road connection between Scenic Drive-Redoubt Road and Brownhill Road (as shown on Map 31 of Appendix V (see attachments); shall be buried to a depth that does not prevent construction of those roads due to the presence of the cables, in the locations shown on those plans, in the future.

Advice note

1. Any new works or equipment means those works which were not existing prior to the notification of the Auckland Unitary Plan.

Attachments

Maps from Appendix V of the Board of Inquiry
Maps showing the BHL-OTA cable designation area and route
Maps 49-50, Manukau City Council Operative District Plan 2002
Schedule of Legal Descriptions

Parcel ID	Appellation

Legend Proposed BHL-OTA Designation Alteration Existing designated area to be retained Proposed additional area to be designated Existing designated area to be deleted Parcel boundary

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300 Meters



Proposed BHL-OTA Designation Alteration Land Requirement Plan

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Projection: NZTM 2000 Scale: 1:2,500

Legend

Proposed BHL-OTA Designation Alteration

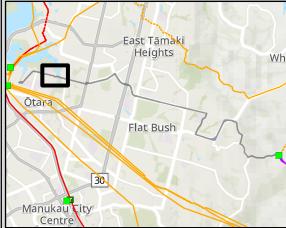
Existing designated area to be retained

Proposed additional area to be designated Existing designated area to be deleted

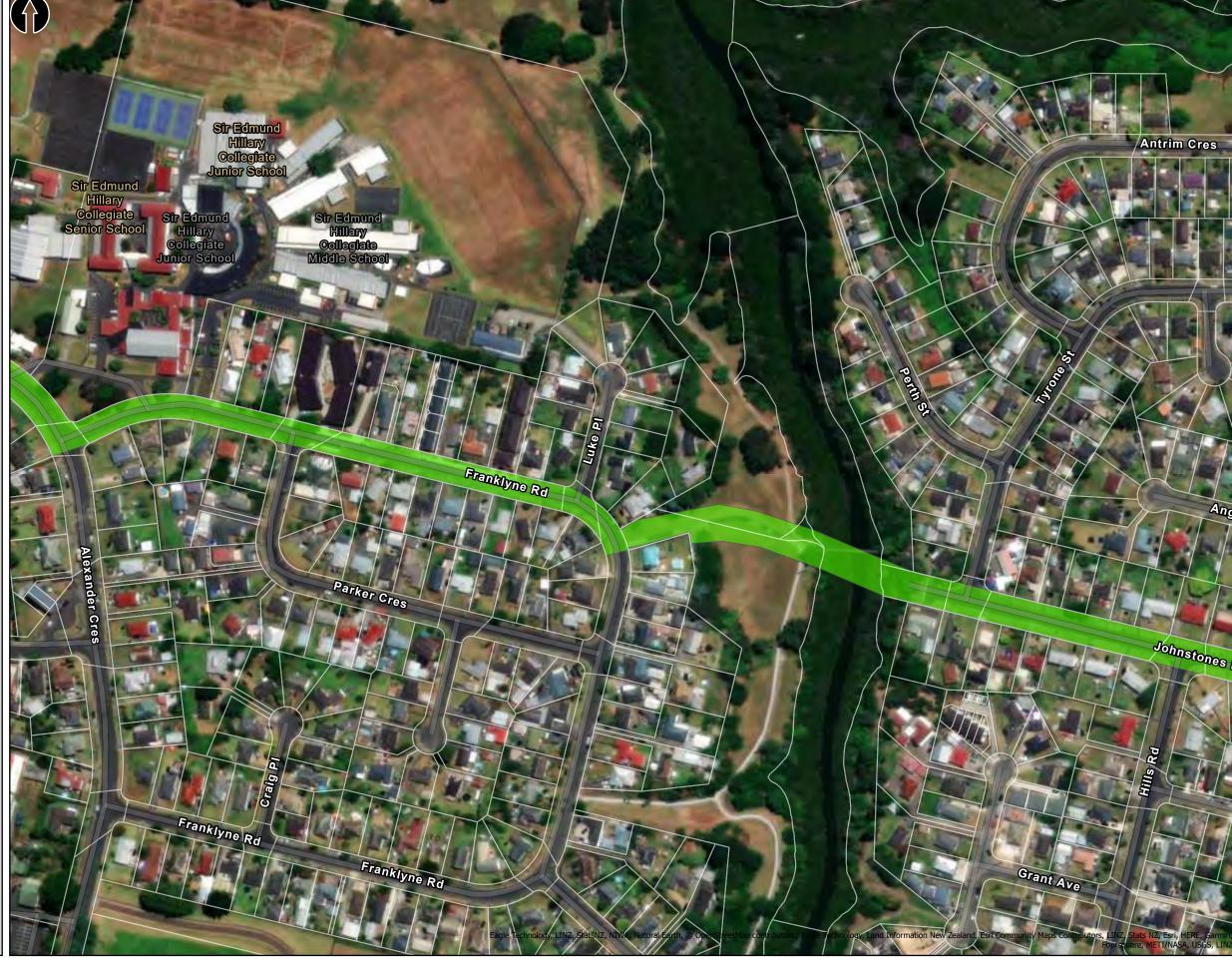
Parcel boundary



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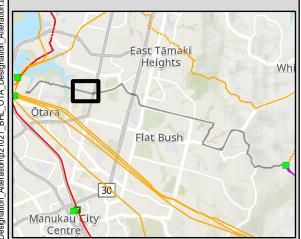
Legend Proposed BHL-OTA Designation Alteration

Existing designated area to be retained Proposed additional area to be designated

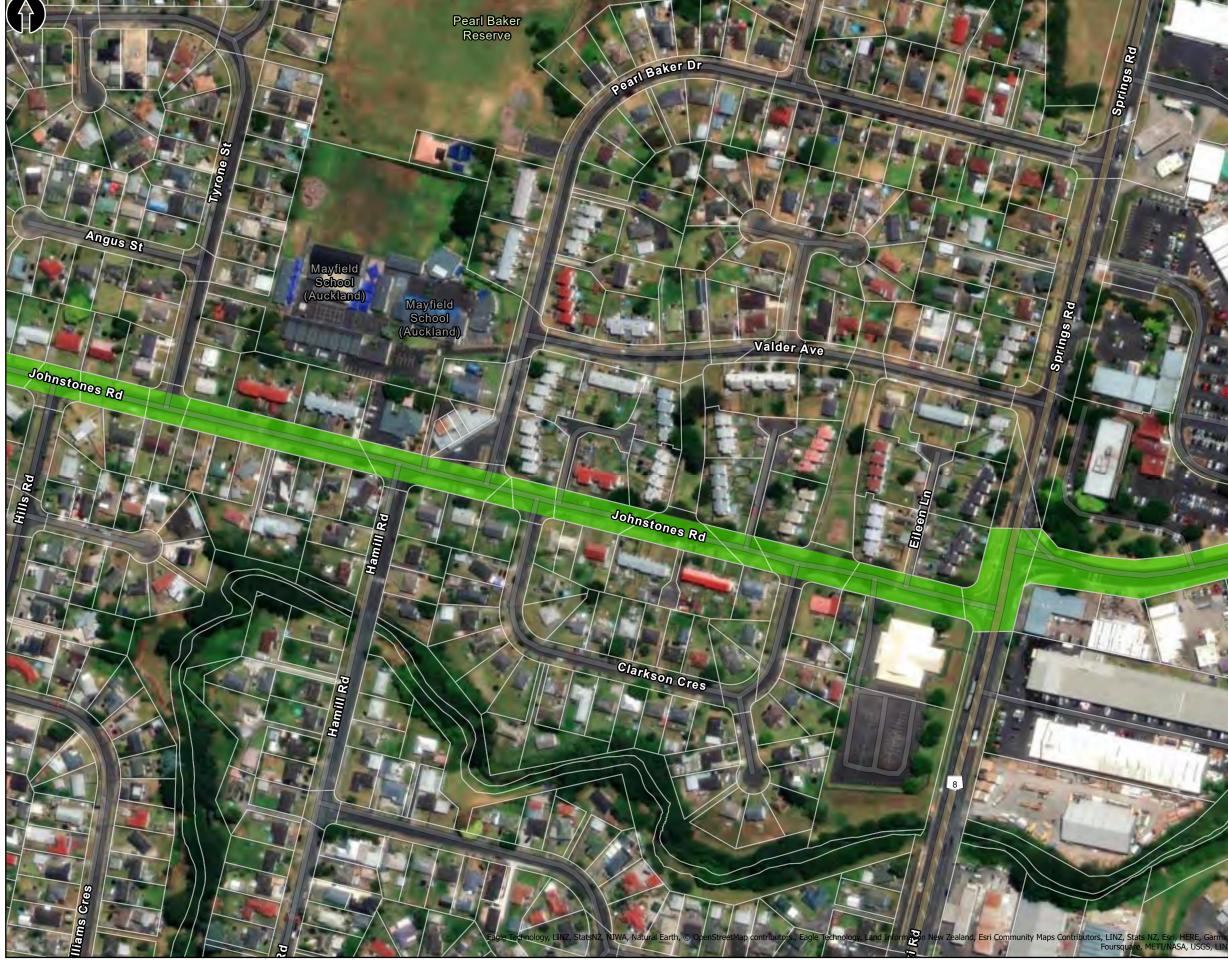
Existing designated area to be deleted

Parcel boundary





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Projection: NZTM 2000 Scale: 1:2,500

LegendProposed BHL-OTA Designation Alteration

- Existing designated area to be retained
- Proposed additional area to be designated
- Existing designated area to be deleted

 Parcel boundary







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Legend Proposed BHL-OTA Designation Alteration

Existing designated area to be retained Proposed additional area to be designated

Existing designated area to be deleted

Parcel boundary





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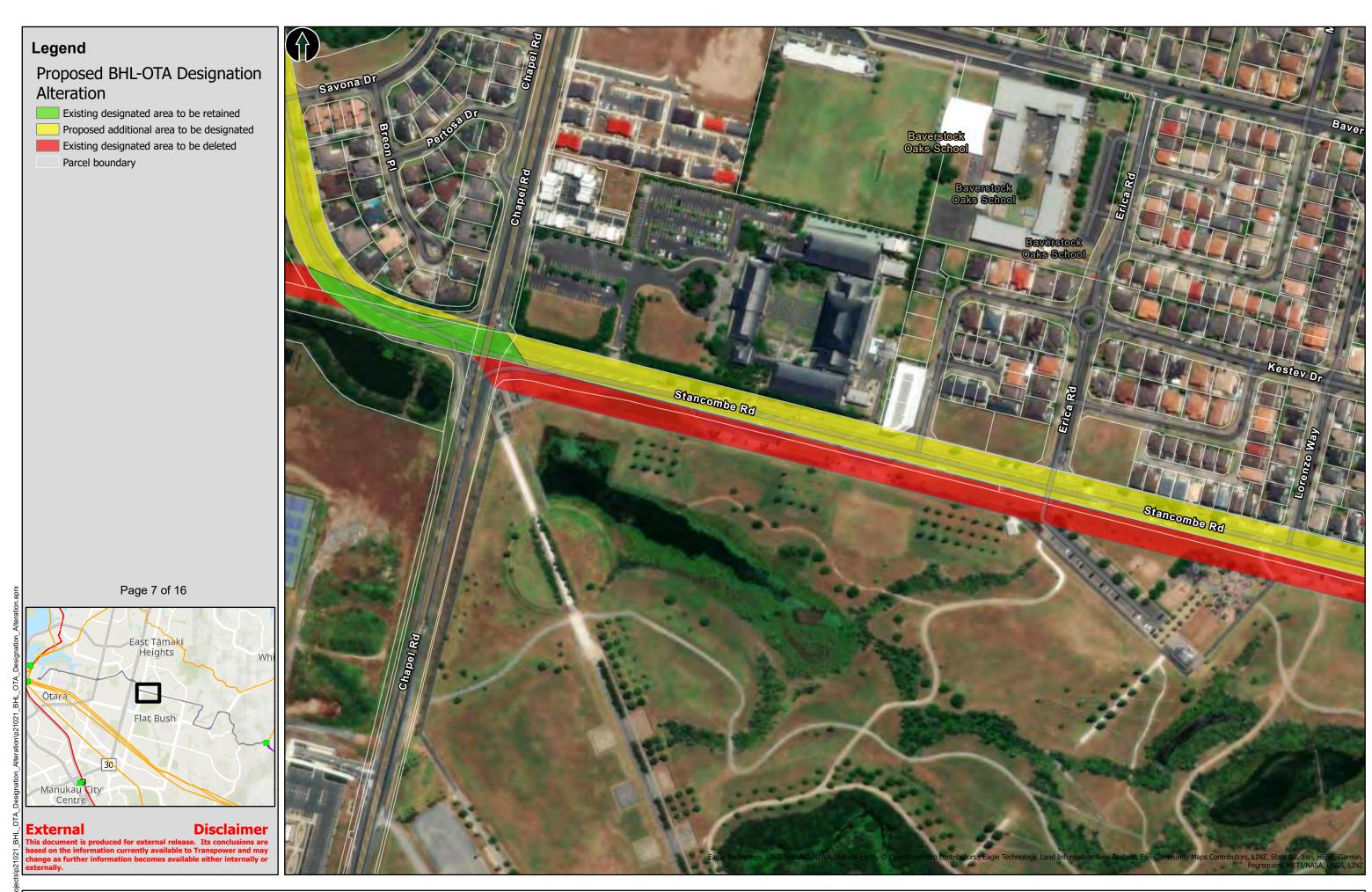


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Legend Proposed BHL-OTA Designation Alteration Existing designated area to be retained

Proposed additional area to be designated

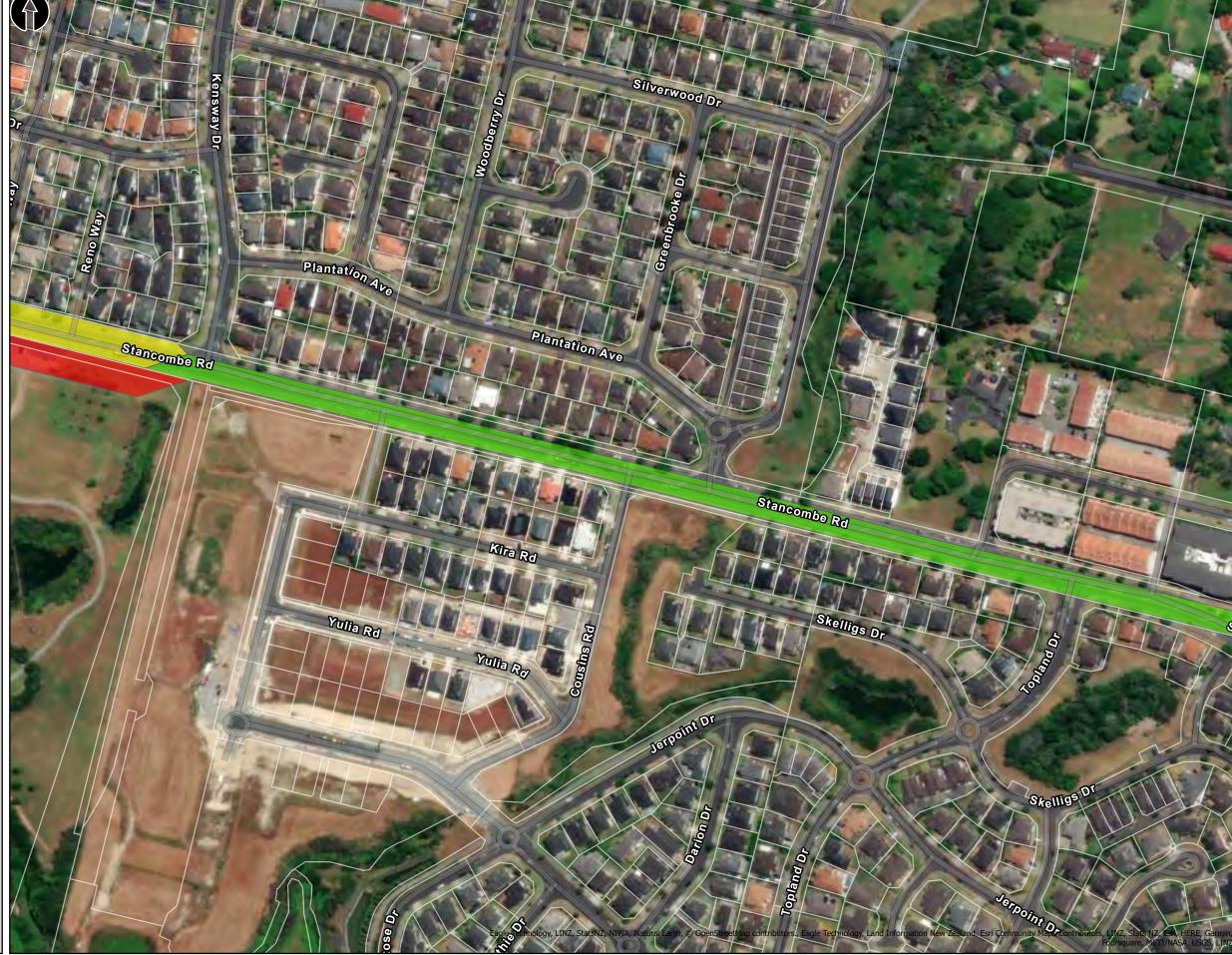
Existing designated area to be deleted

Parcel boundary





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Legend

Proposed BHL-OTA Designation Alteration

Existing designated area to be retained

Proposed additional area to be designated

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Parcel boundary





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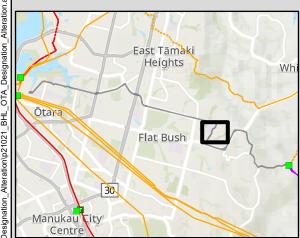


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Legend Proposed BHL-OTA Designation Alteration Existing designated area to be retained Proposed additional area to be designated Existing designated area to be deleted Parcel boundary

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Legend Proposed BHL-OTA Designation Alteration

Existing designated area to be retained Proposed additional area to be designated

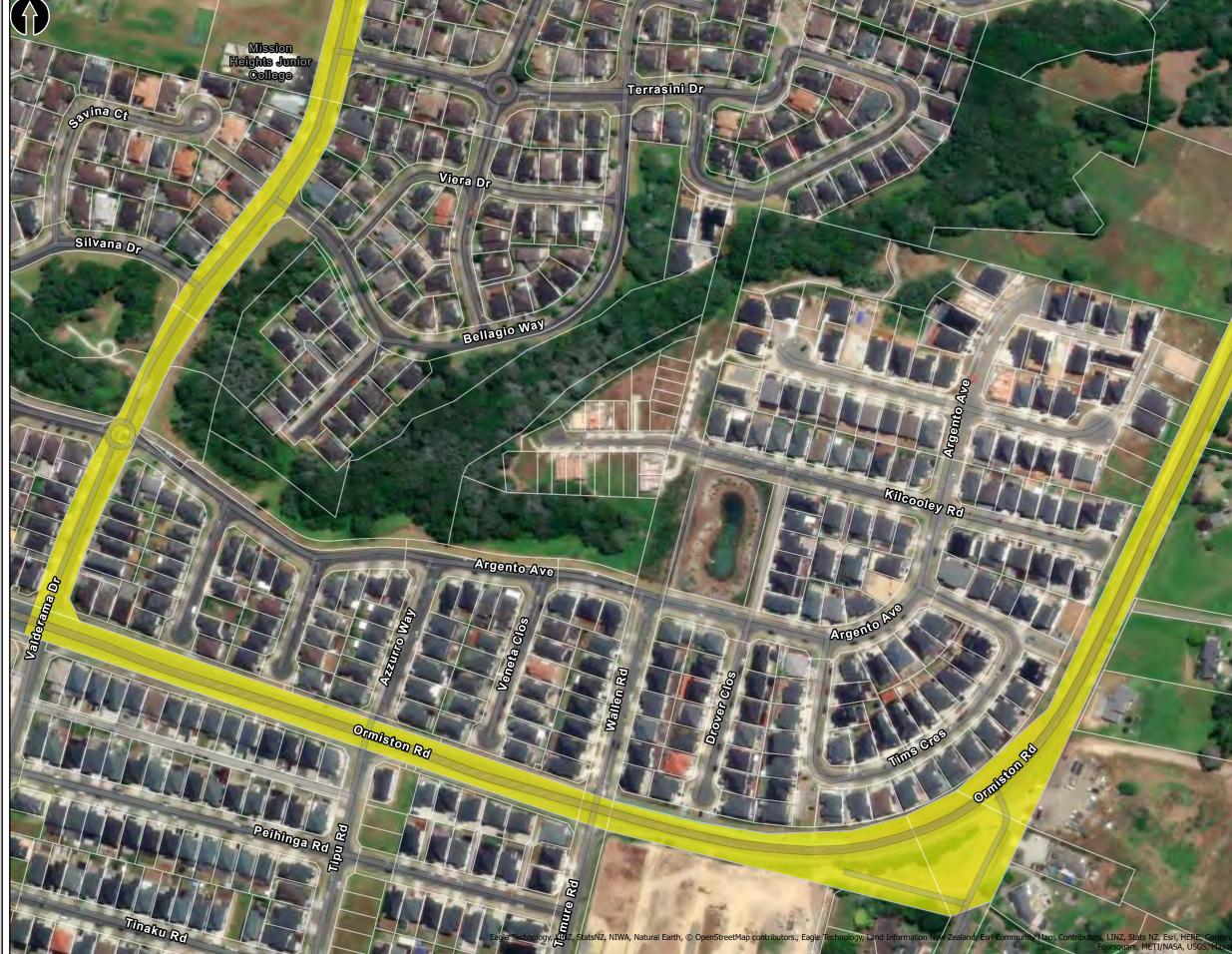
Existing designated area to be deleted

Parcel boundary





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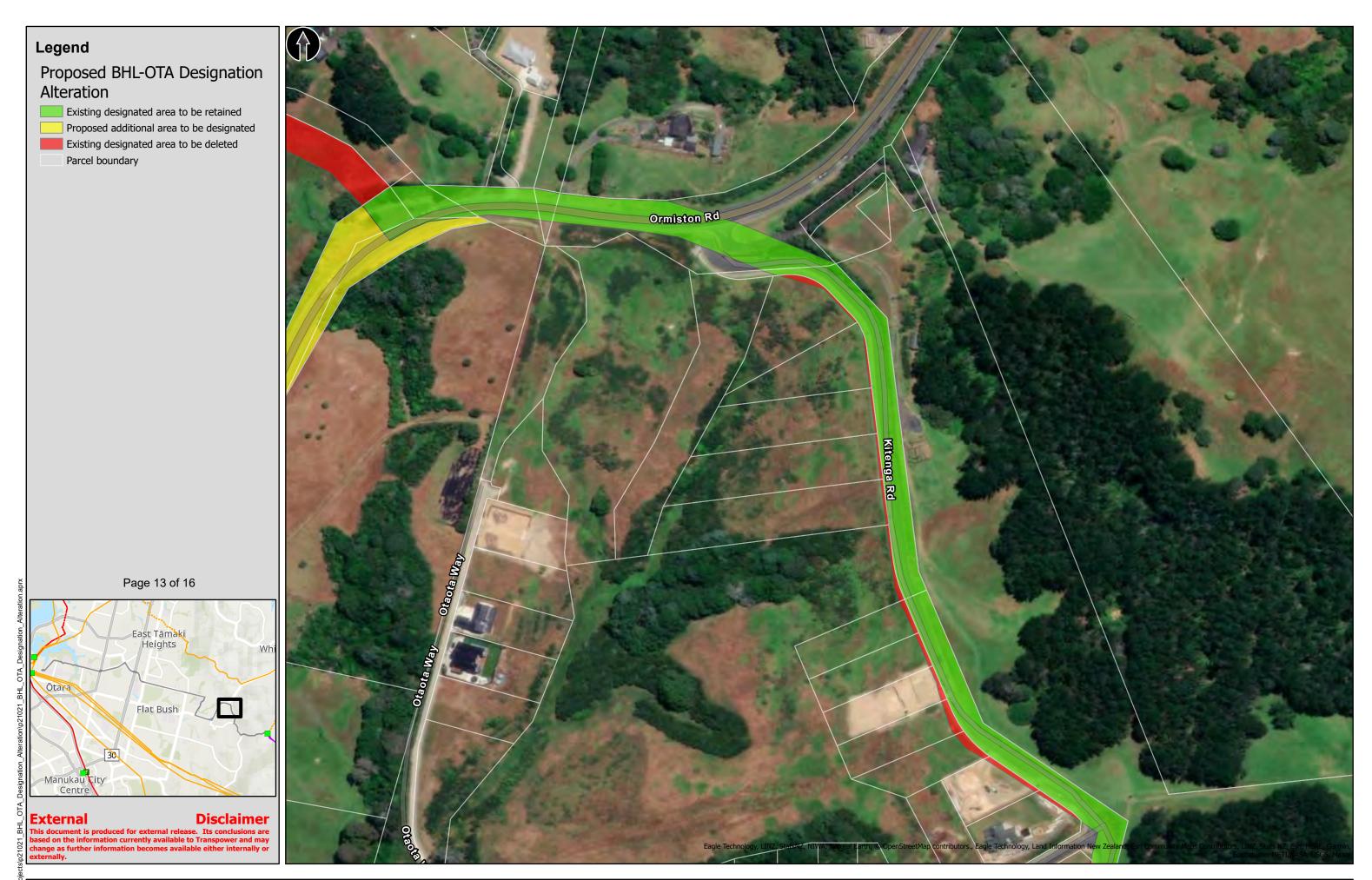
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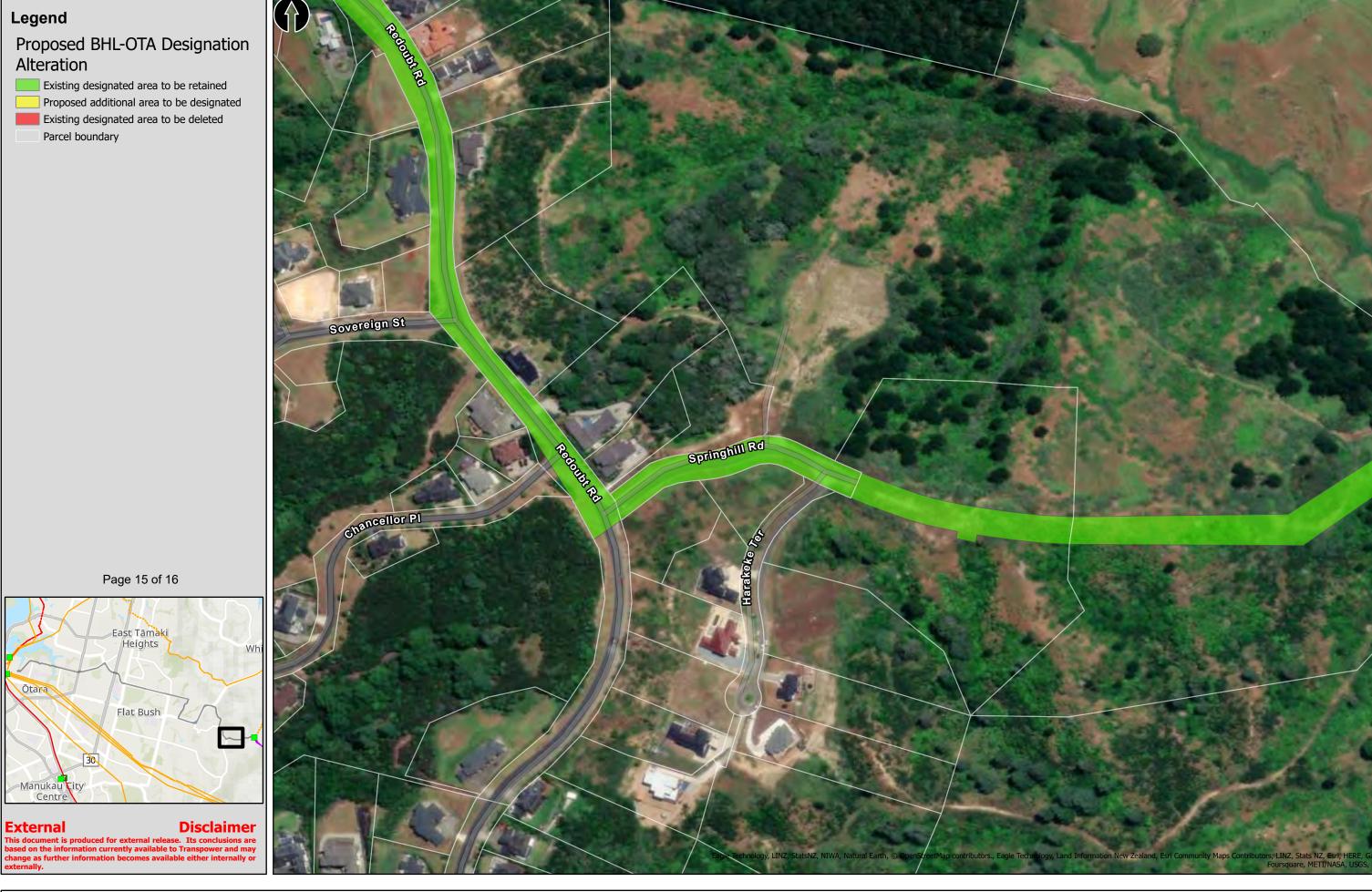
TRANSPOWER

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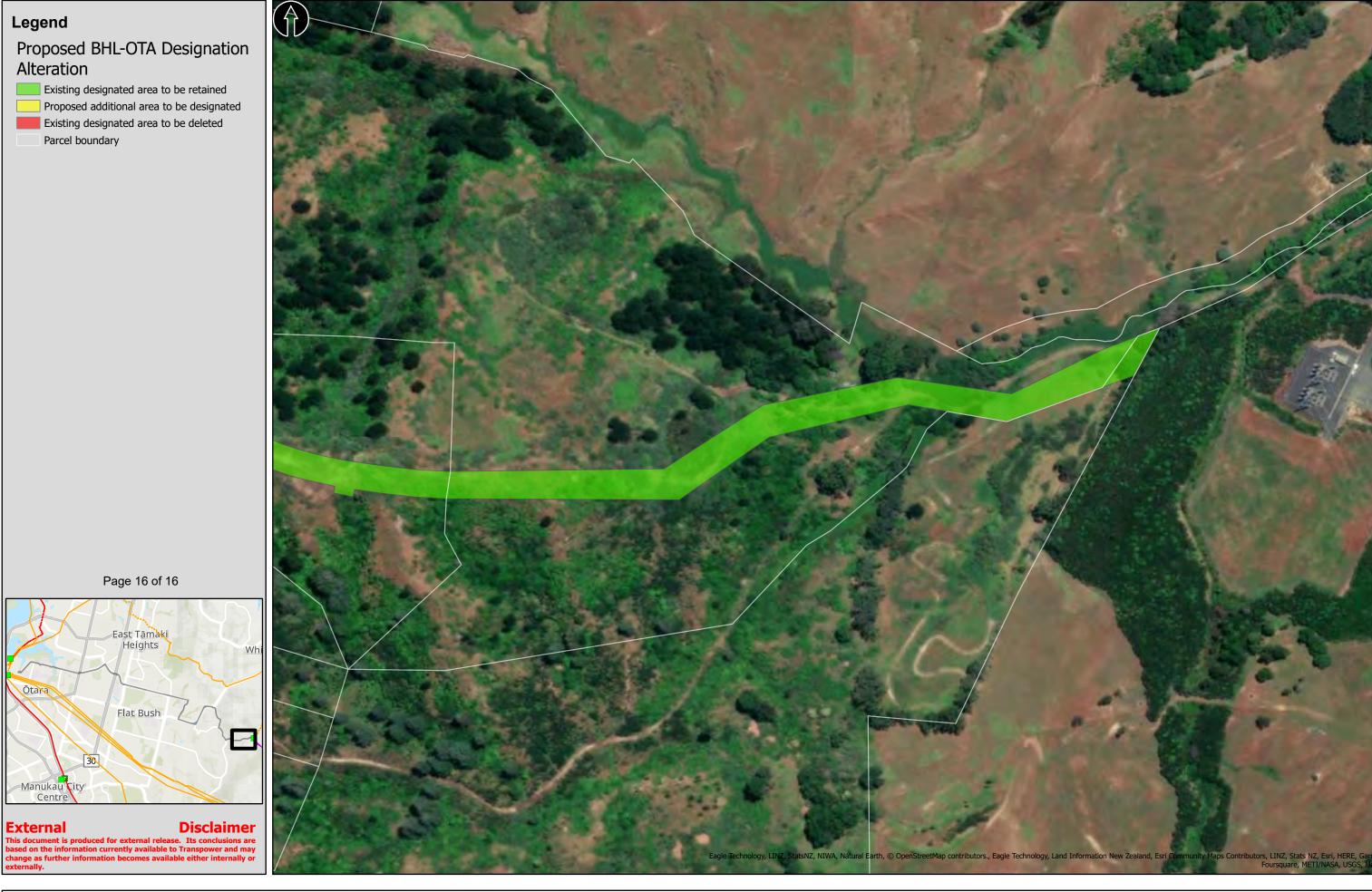


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	BHL-OTA Consultation Summary								
Stakeholder	Transpower initial contact	Initial response	Initial comments	Further comments received	Further comments	Transpower response given	Transpower comments	Final response	Final comments
Auckland Transport	13-Jun-23	14-Jun-23	AT Planner has been assigned	20-Jun-23	AT requested all technical assessments	26-Jun-23	Transpower sent all technical reports to AT. AT acknowledged receipt and will review in lieu of payment (of property approval request fee).	30-Aug-23	AT and Transpower have agreed on a change to a condition, ar additional condition and advice note. AT has provided its approval for the designation alteration via letter dated 30 August 2023.
Ministry of Education	13-Jun-23	14-Jun-23	MoE representative said MoE is wanting to understand the traffic impacts. MoE and Transpower arranged a meeting to discuss for 23 June 2023	23-Jun-23	Meeting between MoE and Transpower was had. MoE would like more information on the construction methodology. Will review and provide feedback to MoE. MoE advised that Transpower should also reach out to school Principals along the route.	23-Jun-23	Transpower provided the construction methodology from the original NOR which is predominately unchanged. Transpower provided the Traffic Impacts Assessment prepared by Tonkin + Taylor.	18-Jul-23	MoE has requested some additional matters to be included as part of the TMP condition. These have been reviewed by Transpower's engineers and are acceptable. MoE also informed the school Principals of the proposed changes to the conditions. MoE has no further comments.
Watercare	13-Jun-23	/	1	/	/	27-Jun-23	Transpower followed up with Watercare Watercare confirmed that it will be looked at. Transpower provided the draft Three Waters Assessment to assit in Watercare's review.	28-Jun-23	Watercare has reviewed the area and have no known development plans for the designation areas - so no objections. Watercare has asked Transpower to make contact closer to delivery.
Vector	13-Jun-23	13-Jun-23	Vector representative said Vector would like to know if s.176 approval carve outs for minor works would be accepted.	23-Jun-23	Would like to know more about the information that is sent out with a BeforeUDig request - could address concerns. Potentially would like a designation review condition after construction is completed.	23-Jun-23	Transpower provided the letter that gets sent out for BeforeUDig requests. Provided Vector with an example designation review condition from another designation to consider.	5-Jul-23	Vector confirmed no further concerns so long as Transpower offers a post-works review condition on the designation.
Chorus	13-Jun-23	/	/	/	/	27-Jun-23	Transpower followed up with Chorus to see if Chorus has any interest in or comments on the proposal. Transpower called again on 28 July and was told that Chorus would get on to it.		As at 30 August, still received no response
WEL Networks	13-Jun-23	15-Jun-23	WEL Networks representative said they will check with relevant WEL Networks staff on proposal.	/	/	/	/	26-Jun-23	Confirmed no concerns with proposal. WEL Networks assets not located in new areas of designation.
Fortysouth	13-Jun-23	/	/	/	/	27-Jun-23	Transpower followed up with Fortysouth to see if Fortysouth has any interest in or comments on the proposal.	28-Jun-23	Fortysouth confirmed that the proposed condition 7 safegaurds existing assets. No further comments or concerns.
Connexa	13-Jun-23	/	,	/	/	/	/	14-Jun-23	Confirmed no assets in designation corridor.
Kainga Ora	13-Jun-23	14-Jun-23 (automated email)	/	/	/	27-Jun-23	Transpower asked consultant planner for a planning contact at Kainga Ora to try a different angle for consulation. Consultant planner provided an email address. Transpower forwarded intial contact email to contact at Kainga Ora. Kainga Ora then confirmed it will provide comments by 10 July.	10-Jun-23	Kainga Ora confirmed it has no comments at this stage.
Spark	13-Jun-23	14-Jun-23	Spark representative said they will consult with Spark network teams on proposal.	16-Jun-23	Spark stated that it would like to align construction with Transpower to install fibre ducts. Also would like shapefiles to assisst with identifying any mobile sites and associated infrastructure.	26-Jun-23	Transpower provided the shapefile for the proposed designation route. Confirmed that the proposed designation conditions include a condition where Transpower must consult with network utility providers during detailed design, which would be a suitable time to discuss construction alignments. Re-confirmed that construction timelines are uknown due to changes in system needs.	29-Jun-23	Spark confirmed there are no cell-sites impacted by the designation alteration. No further concerns.
FENZ	13-Jun-23	15-Jun-23	FENZ representative said it has been sent to FENZ Property for review the proposal.		/	/	Transpower followed up with FENZ to see if FENZ has any interest in or comments on the proposal.	4-Jul-23	FENZ has no concerns in relation to the proposal and supports retention of Condition 24 of the existing designation, which ensures Transpower will undertake consultation with FENZ regarding access requirements to the Otara Fire Station.
Private landowners 2 Harakeke St, 4 Springhill Road and 227 Bornwhill Road, Whitford (Lily Investment 227 Limited)	4-Aug-23	7-Aug-23	Lawyer representing property owners responded saying he will make contact with client and come back to Transpower	/	/	4-Sep-23	Transpower followed up with lawyer representing the private landowners to see if a response could be given.	6-Sep-23	Lawyer confirms client agrees to the minor alteration.
Mission Heights Primary School	23-Jun-23								
Mission Heights Junior College	23-Jun-23					No response from sch	nools		
Consta Maria Callaga	22 lun 22	1							

Sancta Maria College

Sir Edmund Hillary Collegiate

23-Jun-23

23-Jun-23

Mana Whenua Consultation Summary									
lwi Group	Transpower initial contact	Initial response	Initial comments	Transpower response given	Further comments	Transpower response given	Transpower comments	Final response	Final comments
Ngai Tai ki Tamaki	11-Aug-23	/	/	/	No response			No response	No response
Ngati Tamaoho	11-Aug-23	24-Aug-23	Asked for archaeological report	Transpower provided archaeological report	Has requested a CVA be undertaken	Happy for CVA to proceed			
Ngati Paoa Iwi Trust	11-Aug-23	/	/	/	No response			No response	No response
Ngati Paoa Trust Board	11-Aug-23	/	/	/	No response			No response	No response
Ngati Maru	11-Aug-23	/	/	/	No response			No response	No response
Ngati Tamatera	11-Aug-23	/	/	/	No response			No response	No response
Ngati Te Ata	11-Aug-23	/	/	/	No response			No response	No response
Ngati Whanaunga	11-Aug-23	/	/	/	No response			No response	No response
Te Ahiwaru - Waiohua	11-Aug-23	/	/	/	No response			No response	No response
Te Patukirikiri	11-Aug-23	/	/	/	No response			No response	No response
Waikato - Tainui	11-Aug-23	/	/	1	No response			No response	No response



30 August 2023

John Sutherland Environment Planner Transpower PO Box 21154 Christchurch 8143

Dear John

Written Approval for Alteration to Designation 8517 - Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Auckland Transport (AT) has reviewed the material provided by Transpower on 3 August 2023 to alter Designation 8517. We consider adequate information has been provided.

AT supports this alteration to the existing designation to provide important infrastructure, and consider that it is a pragmatic solution to extend the lapse date; to reroute a small section of the future underground line to better match development patterns; and to reduce the width of the designation in some locations due to recent residential development.

AT has a future designation for Eastern Busway which will intersect with the rerouted future underground transmission cable alignment at Accent Drive and Ti Irirangi Drive. AT met with Transpower to discuss and agree an approach.

Consequently, Transpower has agreed to include the following additions in their final condition set (new text shown as <u>underlined</u>):

Update condition 29:

29. As soon as practicable after the completion of construction, Transpower shall repair any damage to public carriageways, and footpaths (and associated road components) and public transport corridors resulting from the impacts of construction. Such repair may involve short-term maintenance to allow for settling and consolidation of carriageways prior to final repair.

Add a new condition:

Auckland Transport

- 33. The Requiring Authority (Transpower) shall not require Auckland Transport to seek written consent under Section 176(1)(b) of the RMA for the following activities associated with the routine operation, maintenance, replacement and urgent repair of its road and Bus Rapid Transit:
 - a, Road marking; and
 - b. Road resurfacing and repairs, and replacement kerb and channel, with excavations less than 500mm in depth; and

c. Installation or reinstallation of signs and support posts with excavations less than 500mm in depth.

Add a new advice note:

2. Where the Transpower designation overlaps with the Auckland Transport designation Bus Rapid Transit – Botany to Rongomai Park at the intersection of Ti Irirangi Drive and Accent Drive, during the construction of the earlier project at this location, Transpower and Auckland Transport will endeavour to align timing of construction activities where practicable to minimise the disturbance of the earlier project's operation when construction for the later project occurs.

AT considers that the above will cover all necessary transport matters, and the updated condition set for the designation (provided by Transpower on 22 August 2023) will manage any potential transport adverse effects and ensure alignment with the future Eastern Busway.

Taking this into account, AT is comfortable to provide written approval under section 95E(3)(a) of the Resource Management Act 1991 for this proposed alternation to Designation 8517.

Yours sincerely



Marguerite Pearson

Principal Planner - Spatial Planning Policy Advice | Planning and Investment

cc Patrick Buckley - Team Leader, Consent Planning & Acquisitions, Auckland Transport



From: <u>Marguerite Pearson (AT)</u>
To: John Sutherland

Cc: Sharon Dines | Dines Consulting

Subject: RE: AT WA letter for Brownhill Rd - Otahuhu Cable Designation Alteration

Date: Tuesday, 29 October 2024 11:21:25 am

Attachments: image006.png

image009.png image010.png

Kia ora John

Thanks for email.

AT has no concern with a separate lapse date application from Transpower and, as such, please take this email as formal written approval on this matter.

AT was always interested in how the two designations would work together, & I understand that was reflected in the updated conditions you lodged on 4 October, not in the lapse date.

Ngā mihi

Marguerite

From: John Sutherland < John. Sutherland@transpower.co.nz>

Sent: Tuesday, October 29, 2024 10:36 AM

To: Marguerite Pearson (AT) < Marguerite.Pearson@at.govt.nz> **Cc:** Sharon Dines | Dines Consulting < sharon@dinesconsulting.co.nz>

Subject: RE: AT WA letter for Brownhill Rd - Otahuhu Cable Designation Alteration

Kia ora Marguerite,

I understand you have been on leave, so welcome back!

I am writing to seek further confirmation from AT regarding its approval for the designation lapse date extension.

When Transpower first consulted with AT on this proposal, the strategy was to re-route and update conditions attached to the designation and extend its lapse date from 1 March 2025 to 1 March 2040 via a NOR under section 181(3) of the RMA. At that time, advice from Auckland Council indicated that this approach was acceptable. In March 2024, the Council informed Transpower via email that its legal advice had since changed. It's position is now that a lapse date cannot be extended via a NOR and must instead be requested under section 184.

Transpower still intends to re-route the designation and update its conditions via a NOR, which was lodged on 4 October, but with Council's updated position, Transpower now needs to request the lapse date extension separately. Transpower recently discussed the lapse date extension request with the Council and it suggested Transpower includes confirmation from land owners along the route that they're comfortable with the extended timeframe. Therefore, Transpower is seeking confirmation from AT that it supports the lapse date extension specifically as it will be managed through a separate application process. If you could respond (an email or letter is fine) stating that AT is comfortable with the new lapse date, that would be much appreciated.

Transpower intends to lodge the request to extend the lapse date by 15 years (new date being 1 March 2040) under section 184 on 1 December 2024, which is three months prior to the designation lapse date, as required under section 184.

Many thanks Marguerite. Happy to have a chat about this to clarify things if that's useful.

Ngā mihi, John

JOHN SUTHERLAND

Senior Environmental Planner Environment Group

Transpower New Zealand Ltd | The National Grid 31 Gilberthorpes Road, Islington 8042, Christchurch

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From: Marguerite Pearson (AT) < <u>Marguerite.Pearson@at.govt.nz</u>>

Sent: Wednesday, 9 October 2024 2:48 PM

To: John Sutherland < <u>John.Sutherland@transpower.co.nz</u>>

Subject: RE: AT WA letter for Brownhill Rd - Otahuhu Cable Designation Alteration

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Thanks

From: John Sutherland < <u>John.Sutherland@transpower.co.nz</u>>

Sent: Wednesday, October 9, 2024 2:44 PM

To: Marguerite Pearson (AT) < <u>Marguerite.Pearson@at.govt.nz</u>>

Cc: Patrick Buckley (AT) < Patrick.Buckley@at.govt.nz>

Subject: RE: AT WA letter for Brownhill Rd - Otahuhu Cable Designation Alteration

Kia ora Marguerite,

Just updating you – the NOR was lodged on Friday 4 October and is being processed by Vanessa Leddra at Auckland Council.

Thanks, John

From: Marguerite Pearson (AT) < Marguerite.Pearson@at.govt.nz>

Sent: Thursday, September 19, 2024 2:12 PM

To: John Sutherland < <u>John.Sutherland@transpower.co.nz</u>> **Cc:** Patrick Buckley (AT) < <u>Patrick.Buckley@at.govt.nz</u>>

Subject: RE: AT WA letter for Brownhill Rd - Otahuhu Cable Designation Alteration



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21 July 2023

Lily Investment 227 Limited	
Attention:	
(sent via email)

RE: CONSULTATION ON ALTERATION TO TRANSPOWER DESIGNATION 8517 AUP(OP) BROWNHILL ROAD TO ŌTĀHUHU UNDERGROUND ELECTRICTY TRANSMISSION CABLES.

Dear

Transpower is the requiring authority in respect of the Brownhill Road to Ōtāhuhu Underground Transmission Cables Designation, which is Designation 8517 in the Auckland Unitary Plan – Operative in Part (AUP). The purpose of the designation is:

the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The cables have not yet been installed but Transpower holds easements, in perpetuity, over all privately-owned land along the designated route (easements have been relinquished over land that has subsequently become road).

As part of its ongoing planning in the Auckland region, Transpower's systems planning team have reviewed the designation and confirmed that these cables are still required, however the earliest likely need date for it is 2027, though mid-2030s is considered a more realistic timeframe. This designation is due to lapse on <u>1 March 2025</u>.

At present, resource consents for the associated enabling works to support cable installation are unlikely to be in place by March 2025. Therefore, Transpower will be seeking an amendment to the lapse date to ensure it remains in place until the cables are required.

In addition, as development in the area around the designation route has occurred since the designation was confirmed, it has become apparent that some minor changes to the designation route would be advantageous to better align the designation with the development pattern in the area (ideally, the designated route would follow roads).

Transpower has sought specialist technical advice to assess the effects of the proposed designation alteration. These subject matters are:

- Ecology (Boffa Miskell)
- Archaeology (CFG Heritage)
- Three waters infrastructure (Tonkin + Taylor)
- Traffic impacts (Tonkin + Taylor)

Transpower has identified that 2 Harakeke Terrace, 4 Springhill Road and 227 Brownhill Road in Whitford, Auckland is land in your ownership, which the designation currently traverses. A plan showing this land with the designation route is attached to this letter.

This letter is to inform you as the owners of these properties that Transpower does not intend to relocate or reroute the section of designation that applies to your land. What Transpower is intending to change, however, is the designation lapse date, which will be extended by an additional 15 years to ensure the designation does not lapse and remains in place until the cables are required. As stated earlier, due to changes in system demand forecasts, the cables are still required, however mid-2030s is considered a more realistic timeframe.

The existing conditions on the designation will remain largely unchanged. Some minor amendments have bee made to reflect the latest standards and consultation outcomes with other stakeholders. These conditions with proposed amendments have also been attached to this letter.

Transpower intends to submit a Notice of Requirement to alter the designation and extend the lapse date to Auckland Council by the end of July 2023. If you do have any comments or queries regarding the lapse date extension on your properties please don't hesitate to reach out to the undersigned below.

Yours sincerely,

John Sutherland

Environmental Planner

Environmental Policy and Planning Group

TRANSPOWER NEW ZEALAND LIMITED

Enclosures:

- Existing designation conditions and proposed amendments
- Land Requirement Plans

8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 227 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March 2025 <u>2040</u>

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road Substation, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007), and the Notice of Requirement Documentation to alter the designation dated [month/year of lodgment]

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V Pages 1-7 of BHL-OTA cable designation area and route (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting
- exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 μ T for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages

- 5. The works shall be designed and constructed to comply with regulations 33, 42, 58, 60, 69 and 87 and Part 2 General safety requirements, *Requirements for electrical safety* of the Electricity Regulations 1997 2010. as in force at the date of confirmation of the designation
- 6. Any works or equipment shall be designed and constructed so as not to cause existing assets of other utilities to be non-compliant with AS/NZS 4853: 2012 Electrical Hazard on Metallic Pipelines.

Existing utilities

- 7. Transpower shall liaise with all relevant utility operators during the detailed design and subsequent construction processes prior to undertaking any work pursuant to this designation and shall ensure that:
- a. it is aware of the location of all utility services existing at the time of construction in or adjacent to the designation; if necessary, exploratory excavation shall be undertaken;
- b. to the greatest extent practicable, all utility services existing at 28 May 2007 [Insert alteration NOR lodgment date] (being the date the Notice of Requirement to alter the designation was lodged) located in or adjacent to the designation are protected from any activity associated with the Upper North Island Grid Upgrade Project which may interfere with the proper functioning of the services; c. if it is not practicable to avoid a reduction in the level of service in accordance with (b) above, or if services are otherwise damaged, all utility services existing at 28 May 2007 [Insert alteration NOR lodgment date] located in or adjacent to the designation are repaired or relocated at Transpower's expense, to the reasonable satisfaction of the affected utility operator; and d. reasonable access to existing utility services located in or adjacent to the designation are able to be accessed during construction.
- 8. Nothing in condition 7(c) requires Transpower to:
- a. provide compensation to any affected utility operator for indirect costs, such as for delays and inconvenience caused; and
- b. put the owner of the utility services in a better position than if the Upper North Island Grid Upgrade Project had not been proposed or installed.

Archaeology: known sites R11/2333 and R11/2384

9. Before any <u>construction</u> works are carried out associated with the Upper North Island Upgrade Project, Transpower shall make any minor adjustments to the location of the cable trench within the corridor to ensure that the sites R11/2333 and R11/2384 are not damaged by construction of the cable trench.

Advice note:

This condition is subject to any conditions of any archaeological authority granted under the Historic Places Act 1993 Heritage New Zealand Pouhere Taonga Act 2014

Construction Management Plan (CMP)

- 10. At least 30 working days prior to commencing any construction activity along the designated underground cable route, Transpower shall submit a Construction Management (CMP) to the Council for approval. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or Transpower's intended approach to:
- a. The proposed construction methodology;
- b. Storage and reuse and top soil, including stockpiling areas;
- c. On-site and off-site disposal of soil;
- d. Silt and dust control, during earthwork stages;
- e. Groundwater and stormwater management, treatment and disposal;

- f. Traffic/property access management;
- g. Contaminated land management procedures;
- h. Construction hours;
- i. Existing network utilities protocols and guidelines;
- j. Access and utilities management;
- k. Subject to other specific conditions, cultural protocols and archaeological requirements;
- I. Land stability management and water quality and sediment controls;
- m. Vegetation disturbance/removal and replacement;
- n. Management of construction activities;
- o. Contractor training, including health and safety;
- p. The intended construction programme, including staging if appropriate.
- q. Management of construction noise;
- r. Community information and liaison;
- s. Temporary activities and equipment storage in specified areas;
- t. Contractor car parking in specified areas;
- u. Security and lighting during construction; and
- v. Situations where the proposed cable depth could differ from the 1500 mm shown on Map 6 or 7 of Appendix V (see attachments), Drawing TP203722 For 220kV 1C*2500sqmm Cable System Typical Trench Drawing Sheet 1 (see attachments) including likely reasons for differing depth and means of resolving any issues arising from that depth.
- 11. In preparing the CMP in accordance with condition 10, the following minimum requirements shall be met:
- a. Quality soil shall be reused, where appropriate, and suitable stockpiling areas shall be identified;
- b. Spoil which is not reused, where appropriate, and suitable stockpiling areas shall be identified;
- c. Dust on-site shall be minimised to ensure that there is no dust nuisance off-site as a result of the works. Such minimisation could include spraying with water or covering of areas;
- d. Clean stormwater shall be directed away from bare or earthworked areas and sediment laden runoff shall be properly controlled and managed to minimise any discharge of sediments into watercourses:
- e. As far as practicable, disturbance to riparian areas and stream banks and beds shall be minimised during construction;
- f. Measures for testing and removing any contaminated land along the route shall be developed;
- g. Liaison with existing utility providers with underground services within the designated route shall be undertaken;
- h. Adequate measures shall be implemented so as to avoid land slope failure;
- i. When construction is taking place within the dripline of any tree over two metres in height to be retained on a public road or other public or private land, a qualified arborist shall be engaged to
- advise on the best method of root pruning and for continuing long-term avoidance of root interference with the cable;
- j. Site contractors shall have available at all working times, at an accessible place along the cable route, copies of all designation and consent conditions, the approved Construction Management Plan and the Draft Protocols entitled Transpower Grid Upgrade Project Protocol for Dealing with Kōiwi or Taonga Unearthed During Construction and the Discovery of Sites of Significance, Wāhi Tapu, Heritage Sites and Archaeological Sites (or updated document). Transpower shall ensure that the contractors understand the designation conditions and consent conditions;
- k. Transpower shall notify the Council in writing at least 10 working days before commencing works (including a separate notification for works commencing in Turanga Creek,

Mangemangeroa Stream and Otara Creek), and shall notify the Councils that works have been completed within 10 working days following completion of the works;

- I. Parties adjacent to the route shall be notified prior to commencement of works and shall be regularly updated;
- m. Temporary activities, such as equipment storage shall be undertaken in suitably located areas (ie, not within 20 metres of a watercourse);
- n. Contractor car parking shall be suitably located, so as not to prevent property access; and
- o. Work sites shall be secure and illuminated to restrict access as appropriate.
- 12. In preparing the CMP in accordance with condition 10, Housing New Zealand Corporation Kāinga Ora shall be consulted.

Advice note:

Where the CMP requires Transpower to give notice to the Council, that notice can be given progressively, as stages of the work are complete.

Construction hours

- 13. Construction hours shall be as follows:
- a. Monday to Friday: 7am to 6pm;
- b. Saturday: 8am to 1pm; and
- c. Sundays and public holidays: No work. Except where work is necessary outside the specified days or hours for the following purposes:
- i. Where work is required to be planned to be carried out at low-traffic times, for example, excavation across busy roads, or cable installation;
- ii. Delivery of large equipment;
- iii. Emergencies;
- iv. Securing of the site or removing a traffic hazard;
- v. Cable jointing in self- contained enclosures; or
- vi. Where the distance between the work and the nearest residence is 100 metres or more and all other conditions are met.

Construction and Maintenance Noise

- 14. All construction work shall be designed, managed and conducted to ensure that construction and maintenance noise from the site does not exceed the limits in NZS6803:1999 Acoustics—Construction Noise.
- 15. Prior to any significant construction work taking place, a noise management plan shall be prepared, with the assistance of a suitably qualified and experienced person, that sets out the management procedures in terms of section 8 and Annex E of NZS6803:1999, and the works shall be undertaken in accordance with that noise management plan (other than emergency works).
- 16. The noise management plan required by condition 15 shall be submitted to the Council's Consents Manager for approval, at least 20 working days prior to the works commencing. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.

Advice note:

The noise management plan required by condition 15 can be incorporated into, and be part of the construction management plan required by condition 10.

Vibration

17. Vibration from all construction activities shall not exceed the limits of, and shall be measured and assessed in accordance with, German Standard DIN 4150-3 (1999-02) Structural Vibration – Effects of Vibration on Structures.

Traffic / roading

- 18. Transpower shall prepare a Traffic Management Plan (TMP) which is generally consistent with NZTA's Code of Practice for Temporary Traffic Management (COPTTM). the National Code of Practice for Utility Operators' Access to Transport Corridors under the Utilities Access Act 2010
- 19. The TMP shall be submitted to the Council's Consents Manager for approval at least 20 working days prior to commencement of underground cable construction after consultation with:
- a. The Council;
- b. The following key stakeholders:
- i. Emergency services (including police);
- ii. Bus operators;
- iii. Schools;
- iv. Housing New Zealand Corporation Kāinga Ora;
- c. Any additional key stakeholders identified by the Council.
- 20. The council shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.
- 21. The TMP prepared by Transpower shall recognise that the paramount purpose of roads is the free passage of the public and its vehicles.
- 22. The TMP prepared by Transpower shall address and provide details of proposed works and/or mitigation measures relating to the following matters:
- a. The likely routes for heavy construction-related traffic;
- b. Details of any necessary road closures, diversions, or deviations which are likely to be required during construction activities, including the likely date, time and duration of such actions. As far as practicable, any necessary temporary road closures should be effected during off-peak periods;
- c. Where diversions or deviations are required, information and recommendations shall be provided by a suitably qualified and experienced traffic engineer of the traffic volumes and capacities of alternative routes, and the likely consequent effects in terms of safety and convenience. The traffic engineer shall ensure that recommended alternative routes are reasonably convenient and capable of safely accommodating diverted or deviated traffic. Transpower shall act on the recommendations of the traffic engineer in relation to alternative routes. Where traffic modelling related to specific intersections is required, the results of the modelling shall be included (see conditions 23 to 25);
- d. Details of the signage intended to advise motorists, residents, stakeholders, and other road users of any road closures, diversions and delays, including examples of signage for diversion routes. Such signage shall be sufficiently clear to enable easy understanding by the general public, and

installed at appropriate locations at least seven days in advance of such road closures, diversions and

delays. Such signage shall include the use of trailer-mounted electronic signs near the most affected roads;

e. Details of methods of proposed information dissemination regarding construction activities and associated traffic effects. These details shall include information regarding likely timing and

duration of works, alternative routes, access to properties, and any alterations to public transport services. Methods of information dissemination shall include, but not be limited to, public notices in newspapers, radio announcements, signage, information packages, and direct contact with affected properties along those routes;

- f. Inclusion of a communications plan setting out the method of consultation and liaison with key stakeholders and affected parties regarding likely timing and duration of works, alternative routes, access to properties and any alterations to public transport services;
- g. Details of prior consultation or community liaison undertaken with affected residents, key stakeholders, schools, public transport providers, emergency services or representative groups regarding proposed road closures, diversions, and delays, on street parking changes and any measures agreed with such groups to address any adverse effects or inconvenience that may arise; h. Any road diversions, closures, or single lane closures outside Mission Heights Primary School and Mission Heights Junior College must be undertaken, as far as practical, during school holidays
- h.i. Details of any measures for the purposes of mitigating adverse traffic effects of construction traffic, including safety matters, relating to cyclists, pedestrians, mobility impaired persons, and school children;
- i.j. Where the cable is proposed to be installed across major intersections and/or arterial roads carrying higher traffic volumes (such as Ti Rakau Drive, Te Irirangi Drive, Chapel Road, Springs Road, East Tamaki Road), three months prior to the commencement of construction an assessment shall be carried out by a suitably qualified and experienced traffic engineer of:
 - i. The traffic volumes using such intersections or roads;

or outside school hours.

- ii. The likely levels of delays and disruptions which may be experienced as a result of cable construction; and
- iii. Identification of locations where such installation works must be carried out in the most timely manner practicable (including where reasonably practicable, the use of alternative methods of installation other than trenching), so as to minimise delays or inconvenience to road users;
- k. How heavy vehicles must avoid travelling past Mission Heights Primary School and Mission Heights Junior College during peak before and after school travel times, during term time (8.00am to 8.45am and 3.00pm to 3.30pm). Heavy vehicles are classified by size, being any construction vehicle that is larger than the average ute or van and has the potential to reduce visibility on the road.
- I. Details of how truck drivers will be briefed on the importance of slowing down and adhering to established speed limits when driving past schools, and to look out for school children and reversing vehicles at all times.
- <u>H.m.</u> Following consultation with public transport providers, details of proposed alternative temporary changes to public transport services during the construction period including but not limited to any route diversions, timetable adjustments, temporary bus stops, and methods of communicating such matters to public transport users.
- 23. Following consultation with the Boards and/or principals of Mission Heights Primary School, Mission Heights Junior College, Sir Edmund Hillary College and Sancta Maria College (and any schools subsequently established with accesses and/or egresses adjacent to the underground cable route), Transpower shall ensure, as far as practicable, that works avoid school terms so as to minimise disruption to normal school activities. Details of relevant periods shall be included in the TMP.
- 24. Following consultation with the New Zealand Fire Service Fire and Emergency New Zealand, details shall be provided in the TMP of proposed alternative access to and egress from the fire station located at 341 East Tamaki Road.

25. Transpower shall carry out traffic modelling at the intersections of Johnstones Road/Springs Road/East Tamaki Road and Chapel Road/Accent Drive/Stancombe Road to assess the impact of the construction works on intersection capacity prior to completing the Construction Management Plan and the Traffic Management Plan as required by condition 20 18, and incorporate any necessary specific provisions in the CMP.

Advice note:

The traffic management plan required by condition 18 can be incorporated into, and be part of, the construction management plan required by condition 10.

Continuation of access

26. Transpower shall at all times ensure that access to any property temporarily severed by construction is maintained at a level that will enable, as far as practicable, normal operations on the property to continue.

Parking

27. Following consultation with residents, businesses and other directly affected persons, Transpower shall ensure that adequate temporary alternative car parking is provided for residents, businesses and other directly affected persons along or adjacent to the cable route, in the event that construction activity prevents or hinders usual parking. Such arrangements are to be made and advised to affected parties at least five working days prior to the commencement of the work that causes the effect.

Remediation of property, roads and footpaths

- 28. Other than as provided in condition 29, Transpower shall:
- a. within 10 working days of completion of construction on any land, reinstate any private or public land and property (excluding works in road reserves) as far as practicable to its pre-existing state. Such remediation shall include fences, gardens (excluding trees and grass) and other surface equipment or materials; and
- b. as soon as practicable after the completion of construction, re-grass areas that were previously grassed.
- 29. As soon as practicable after the completion of construction, Transpower shall repair any damage to public carriageways and footpaths (and associated road components) resulting from the impacts of construction. Such repair may involve short-term maintenance to allow for settling and consolidation of carriageways prior to final repair.

Cultural/Spiritual

30. If any urupā, traditional sites, taonga (significant artefacts), or kōiwi (human remains) are exposed

during site works, the following procedures shall apply:

- a. Works in the immediate vicinity of the site that has been exposed shall cease;
- b. The site supervisor shall immediately secure the area in a way that ensures that any remains or artefacts are untouched;
- c. The site supervisor shall notify representatives of relevant tāngata whenua, the New Zealand Historic Places Trust Heritage New Zealand, the Auckland Council and, in the case of human remains, the New Zealand Police; and
- d. The notification in (c) above shall allow such persons being given a reasonable time to record and recover archaeological features discovered before work may recommence on the exposed site.

Future roading

Post-construction

- 31. Transpower will, as soon as practicable following completion of the cable works:
 - a) Review the width of the area designated for the project; and
 - b) Identify any areas of designated land that are no longer necessary for the on-going operation, maintenance, renewal and protection of the underground cables and ancillary activities; and
 - c) Remove the designation over any surplus areas identified in (b) above in accordance with section 182 of the Act and provide a plan of the final designated areas to the Council for inclusion in the Auckland Unitary Plan.

Future roading

- 31.32. Cable installed in the vicinity of the possible future road connections between:
- a. The Redoubt Road extension between Regis Lane Kitenga Road and Ormiston Road (as shown on maps 49-50, Manukau City Council Operation District Plan 2002 (see attachments); and
- b. The possible future road connection between Scenic Drive-Redoubt Road and Brownhill Road (as shown on Map 31 of Appendix V (see attachments); shall be buried to a depth that does not prevent construction of those roads due to the presence of the cables, in the locations shown on those plans, in the future.

Advice note

Any new works or equipment means those works which were not existing prior to the notification of the Auckland Unitary Plan.

Attachments

Maps from Appendix V of the Board of Inquiry

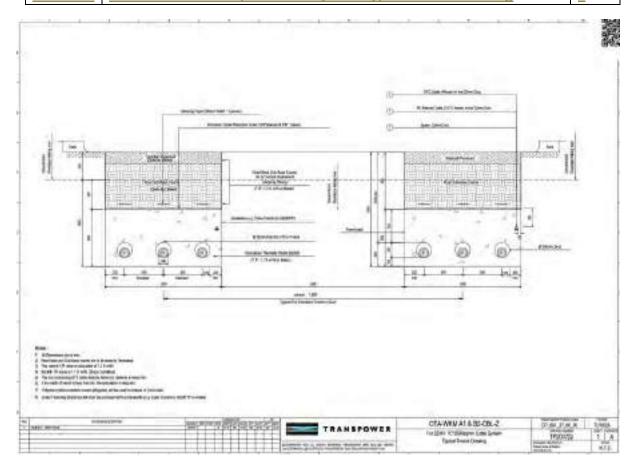
Drawing TP203722 Typical Trench Drawing Sheet 1

Maps 49-50, Manukau City Council Operative District Plan 2002

Maps 1-7, BHL-OTA cable designation area and route

INDEX OF PLANS REFERRED TO IN DESIGNATION CONDITIONS

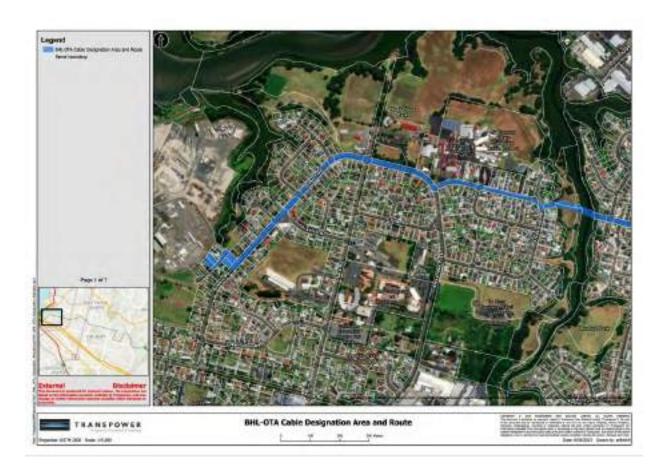
PLAN PLAN DESCRIPTION SHEET	
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INDEX OF MAPS REFERRED TO IN DESIGNATION CONDITIONS

MAP DESCRIPTION SHEET

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Schedule of Legal Descriptions

Parcel ID	Appellation
5074724	Lot 38 DP 122457
4817570	Lot 39 DP 122457
5213395	Road
5168529	Lot 44 DP 122457
4701869	Lot 45 DP 122457
5220406	Road
5245483	Road
5229707	Road
5242071	Road
5234115	Road
5247685	Road
5234114	Road
5253250	Road
5211477	Road
5243048	Road
5235744	Road
5245975	Road
5209287	Road
5259209	Road
5217576	Road
4755221	Allot 355 PSH OF Manurewa
8028879	Section 2 SO 541424
5099005	Reclaimed Crown Foreshore Survey Office Plan 47238
5267324	<u>Hydro</u>
4808525	Lot 279 DP 50344
<u>5214856</u>	Road
<u>5247445</u>	Road
<u>5237621</u>	Road
<u>5247453</u>	Road
<u>5208934</u>	Road
<u>5247449</u>	Road
<u>5210416</u>	Road
5245707	Road
5206109	Road
5256686	Road
5215068	Road
5248339	Road
5213926	Road
5250436	Road
5228620	Road
5258386	Road
<u>5214767</u>	Road
5214767	Road
7458019	Road
<u>5214015</u>	Road

5255321	Road
5260617	Road
5260621	Road
5260624	Road
5252888	Road
5260631	Road
5260627	Road
5260632	Road
5263411	Road
6746089	Lot 1018 DP 340679
6755102	Lot 1019 DP 348822
6755102	Lot 1019 DP 348822
5263414	Road
5263414	Road
5218750	Road
<u>5247056</u>	Road
5218779	Road
<u>5218779</u>	Road
<u>5218779</u>	Road
<u>5218779</u>	Road
<u>5263064</u>	Road
<u>5225858</u>	Road
<u>5244805</u>	Road
<u>5208695</u>	Road
<u>5208695</u>	Road
<u>6832592</u>	Lot 501 DP 363171
6934723	Lot 503 DP 378310
<u>7350313</u>	Lot 200 DP 445943
<u>6961695</u>	Road
<u>5259436</u>	Road
<u>5210561</u>	Road
<u>5249045</u>	Road
<u>5216198</u>	Road
7060314	Part Allot 205 PSH OF Pakuranga
<u>5216198</u>	Road
7060314	Part Allot 205 PSH OF Pakuranga
<u>5257455</u>	Road
<u>5257455</u>	Road
5208692	Road
<u>5257462</u>	Road
<u>5208693</u>	Road
7781813	Lot 502 DP 507828
7743019	Lot 500 DP 500844
5263387	Road
6841781	Lot 74 DP 353601
<u>7656679</u>	Lot 100 DP 486594
7656682	Lot 301 DP 486594
<u>7656683</u>	Lot 302 DP 486594
<u>7656677</u>	Lot 23 DP 486594





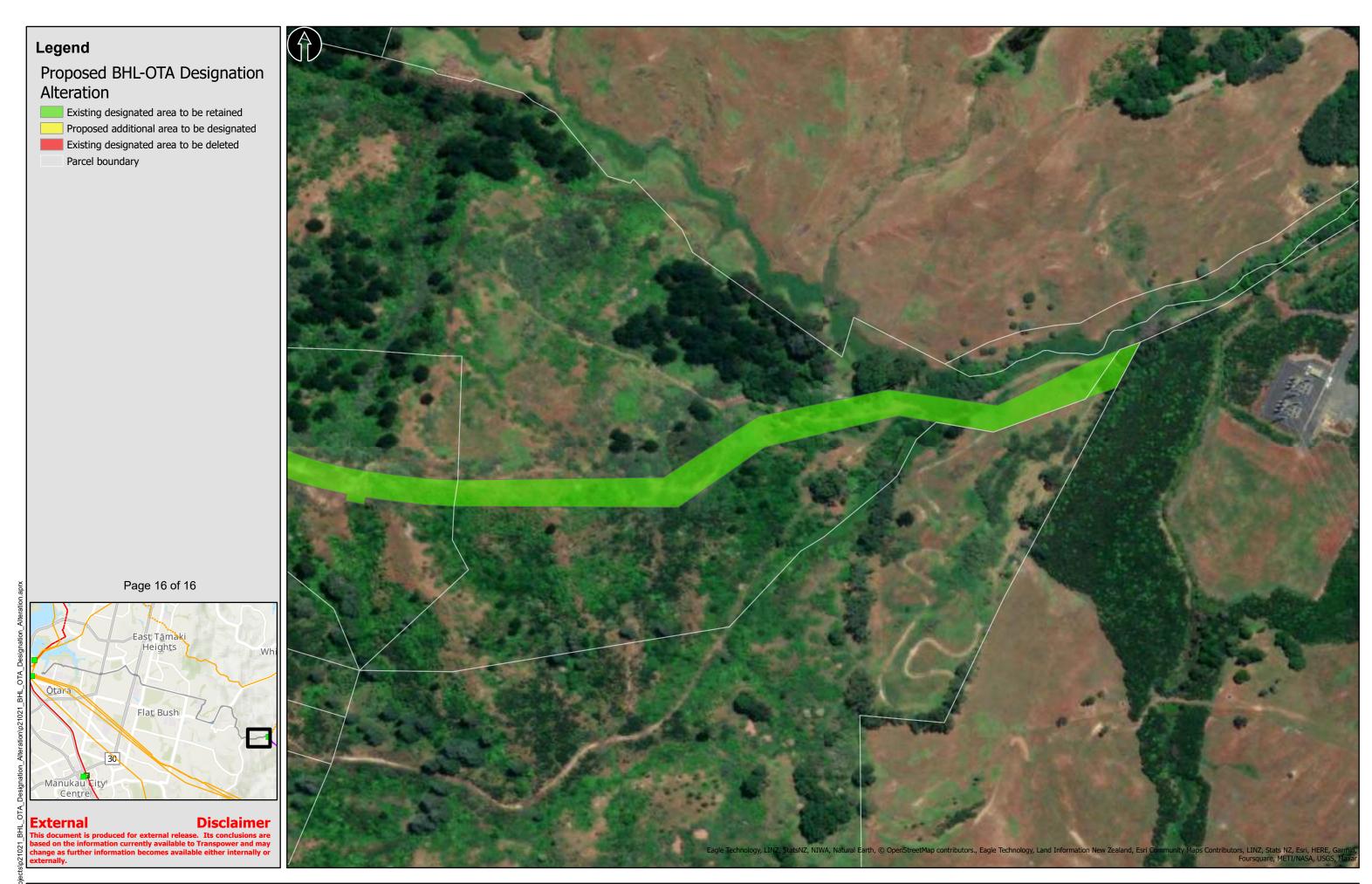
Proposed BHL-OTA Designation Alteration Land Requirement Plan

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Date: 9/05/2023 Drawn by: aldrichh

Projection: NZTM 2000 Scale: 1:2,500

0 100 200 300 Meters





Proposed BHL-OTA Designation Alteration Land Requirement Plan

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Projection: NZTM 2000 Scale: 1:2,500

0 100 200 300 Meters

Date: 9/05/2023 Drawn by: aldrichh

Sharon Dines | Dines Consulting

Subject:

Transpower NZ Ltd | Underground cables designation

From:

Sent: Wednesday, September 6, 2023 9:49 AM

To: John Sutherland < John. Sutherland@transpower.co.nz>

Ce

Subject: RE: Transpower NZ Ltd | Underground cables designation -

Security Warning: This sender is from outside of the organisation. Please be cautious when opening the links or attachments:

Hi John

Apologies for the delay.

Our client agrees to the minor alteration to the designation and extension to the designation lapse date.

Please let us know what further is required.

Regards Andrew Orr Director



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From: John Sutherland < John.Sutherland@transpower.co.nz>

Sent: Monday, September 4, 2023 9:24 AM

To:

Subject: RE: Transpower NZ Ltd | Underground cables designation -

Hi Andrew,

Many thanks for this. Just wondering if you've been able to make contact?

Kind regards,

John

From:

Sent: Monday, August 7, 2023 8:55 AM

To: John Sutherland < John. Sutherland@transpower.co.nz >

Subject: RE: Transpower NZ Ltd | Underground cables designation -

Cyber Security Warning: This sender is from outside of the organisation. Please be cautious when opening the links or attachments.

Thanks John.

I'll contact and come back to you.

Regards Andrew Orr Director



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From: John Sutherland < <u>John.Sutherland@transpower.co.nz</u>>

Sent: Friday, August 4, 2023 1:58 PM

To:

Subject: Transpower NZ Ltd | Underground cables designation -

Hi Andrew,

Your contact details were provided to me by Andy Forbes in the Transpower Property Services team. I understand you represent in their property matters.

The attached letter relates to the Transpower underground transmission cables designation overlaying properties at 2 Harakeke Terrace, 4 Springhill Road, and 227 Brownhill Road in Whitford, Auckland.

Please give me a call should you wish to discuss this matter further. I look forward to hearing from you.

Kind regards, John

JOHN SUTHERLAND

Environmental Planner

Transpower New Zealand Ltd | The National Grid 31 Gilberthorpes Road, Islington 8042, Christchurch

P 04 590 8608 M 021 814 384 transpower.co.nz



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From: Warren Mayoll

Sent: Friday, 23 August 2024 3:15 PM

Dean Scott To:

Subject: RE: S42 Ormiston Road-Renewal of Designation

Cyber Security Warning: This sender is from outside of the organisation. Please be cautious when opening the links or attachments

Hi Dean

I am happy to give approval to the changes. But are we able to negotiate with Transpower to align the plan to best suit our site?

As it is we can't do much with it until the work has been completed. If we could work with you at our cost we may be able to complete the subdivision earlier.

Keen to hear your thoughts:

Regards

Warren Mayall

Mayall Property Group

From: Dean Scott <Dean.Scott@transpower.co.nz>

Sent: Tuesday, August 13, 2024 1:20 PM

To: Warren Mayall

Subject: FW: 542 Ormiston Road- Renewal of Designation

Following up on our last conversation about the easement over your property at 542 Ormiston Road. Transpower is maintaining this easement due to the intent to install an underground cable.

From time to time we need to renew the designation over the property as legislation changes.

There is no change to the impact of the designation over the Ormiston Road Property, the existing designation route is retained as shown on the map on p20. There is a new undertaking in s31 (Post Construction) to review the width of the designation after construction and remove any surplus land from the designation area. This would potentially decrease the affected area on your property after construction.

The designation changes reflect:

- Changes to Electricity Regulations updating to 2010,
- The new Heritage NZ Pouhere Taonga Act 2014,
- · Updated drawings (but no change on this property)
- Traffic management compliance especially around schools
- · Management of construction noise
- · Requirements of Auckland Transport

Because the designation is changing we must consult with you. We would appreciate if you could confirm that you have read the attached letter and agree to the proposed changes.

Please feel free to call me if you have any questions.

Nga mihi

Dean Scott Landowner Relations Advisor Transpower New Zealand Ltd D 06 590 6907 M 021 657 394 E dean.scott@Transpower.co.nz

www.transpower.co.nz





31 Gilberthorpes Road Islington PO Box 21154, Edgeware Christchurch 8143 New Zealand www.transpower.co.nz

25 October 2024

Auckland Council

Parks Department

Sent via email – <u>landadvisors@aklc.govt.nz</u>

To whom it may concern,

RE: CONSULTATION ON TRANSPOWER DESIGNATION 8517 AUP(OP) BROWNHILL ROAD TO OTĀHUHU UNDERGROUND ELECTRICTY TRANSMISSION CABLES LAPSE DATE EXTENSION.

Transpower is the requiring authority in respect of the Brownhill Road to Ōtāhuhu Underground Transmission Cables Designation, which is identified as Designation 8517 in the Auckland Unitary Plan – Operative in Part (AUP). The purpose of the designation is:

the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

This designation currently traverses part of Barry Curtis Park adjacent to Stancombe Road as well as through Te Puke o Tara Sports Park between Te Irirangi Drive and East Tamaki Road. Attached to this letter are the Land Requirement Plans showing the locations where the designation is currently within these parks and where it is proposed to move to the nearby roading network.

This designation is due to lapse on 1 March 2025.

As part of its ongoing planning in the Auckland region, Transpower's systems planning team has reviewed the designation and confirmed that, though not yet constructed, these cables will still be required in the future. The earliest likely need date for them is 2030, however 2040 is considered a more realistic timeframe.

Therefore, Transpower will be requesting that Auckland Council extend the designation lapse date under section 184 of the Resource Management Act 1991 (RMA) to ensure it remains in place until the cables are required in 2040, at the latest.

Transpower intends to lodge the request for a lapse date extension on 1 December 2024, being 3

months prior to the designation lapse date (requirement under section 184 RMA) and would appreciate a note of support for the lapse date extension from the Auckland Council Parks Department.

In addition to the lapse date extension, as development in the area around the designation route has occurred since the designation was confirmed, it has become apparent that some minor changes to the designation route would be advantageous to better align the designation with the development pattern in the area (ideally, the designated route would follow roads).

On 4 October 2024, Transpower lodged with the Auckland Council Plans & Places Department, a Notice of Requirement (NOR) to alter and re-route the cable designation, which would consequently remove the designation from Barry Curtis Park and Te Puke o Tara Sports Park.

This NOR will not be determined prior to the lapse date extension discussed above so Transpower needs to consult with the Parks Department on the lapse date extension as it currently traverses Barry Curtis Park and Te Puke o Tara Sports Park, despite there being a concurrent proposal to remove it from these parks.

Transpower would therefore be grateful if Auckland Council Parks Department could provide a note of support for the proposed lapse date extension.

If you have any questions or require any additional information, please contact me (john.sutherland@transpower.co.nz or 027 856 5892). I'm more than happy to arrange a meeting to discuss further.

Yours faithfully,

John Sutherland

Senior Environmental Planner

TRANSPOWER NEW ZEALAND LIMITED

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BHL-OTA Land Requirement Plans relating to Auckland Council Parks

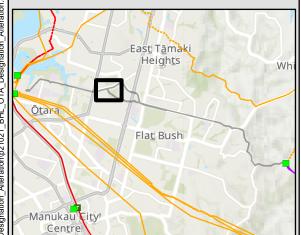
Proposed BHL-OTA Designation Alteration

Existing designated area to be retained

Proposed additional area to be designated

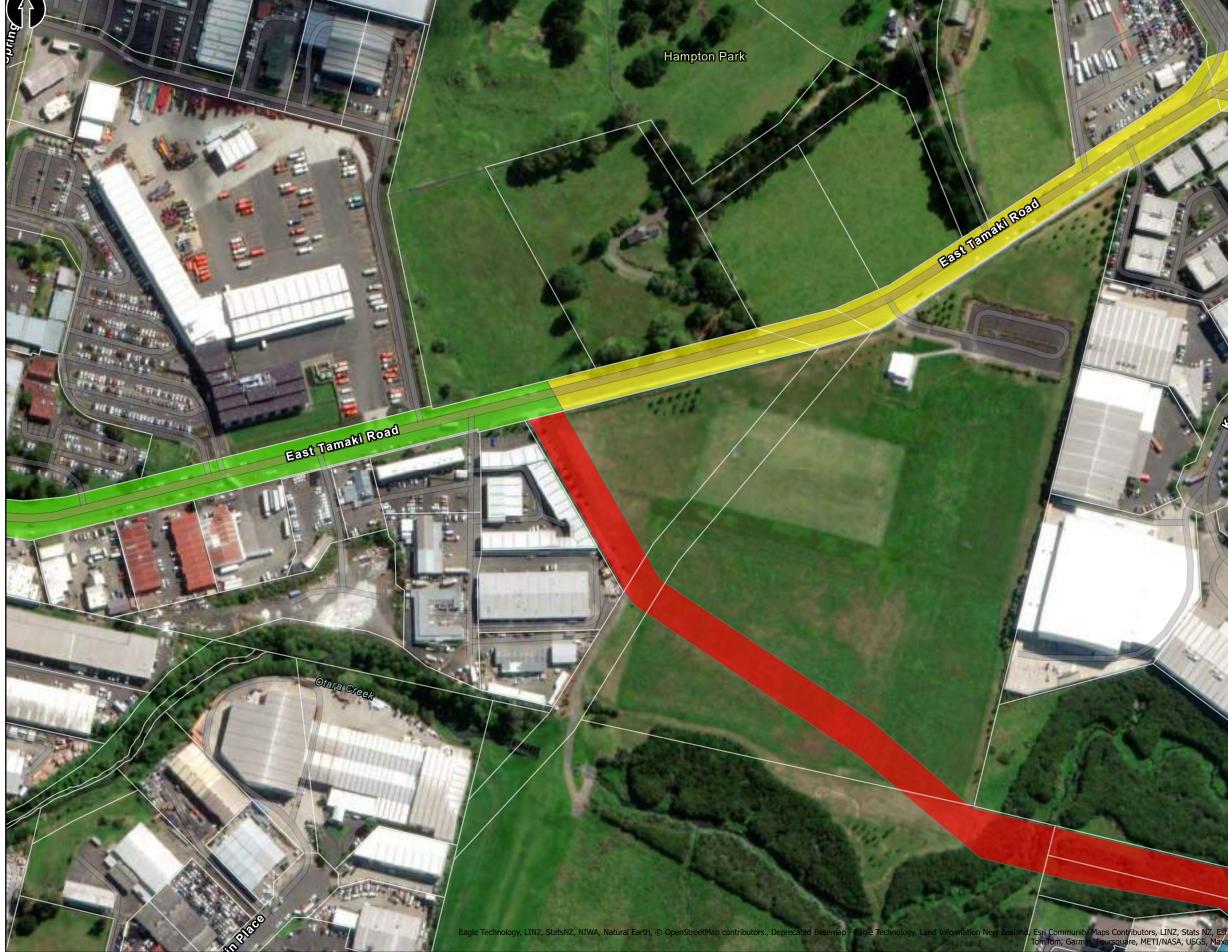
Existing designated area to be deleted Parcel boundary





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Proposed BHL-OTA Designation Alteration Land Requirement Plan

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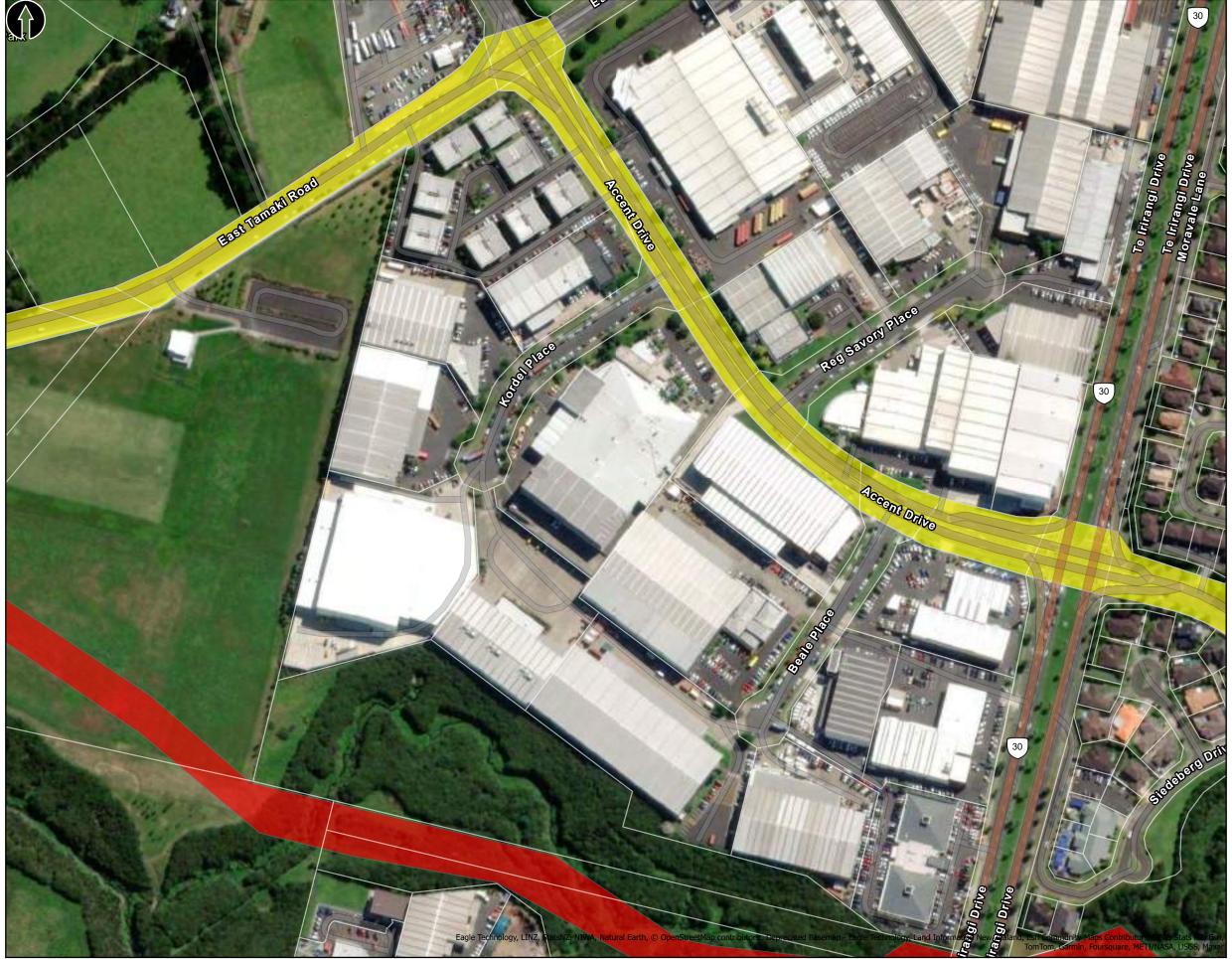
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Legend Proposed BHL-OTA Designation Alteration Existing designated area to be retained Proposed additional area to be designated Existing designated area to be deleted Parcel boundary

Page 5 of 14



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Proposed BHL-OTA Designation Alteration Land Requirement Plan

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Proposed BHL-OTA Designation Alteration

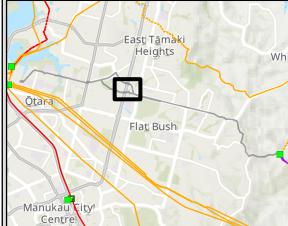
Existing designated area to be retained

Existing designated area to be deleted

Proposed additional area to be designated

Parcel boundary





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Proposed BHL-OTA Designation Alteration Land Requirement Plan

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Projection: NZTM 2000 Scale: 1:2,500

Proposed BHL-OTA Designation Alteration

Existing designated area to be retained

Proposed additional area to be designated Existing designated area to be deleted

Parcel boundary





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Projection: NZTM 2000 Scale: 1:2,500

Proposed BHL-OTA Designation Alteration Land Requirement Plan

100 200 300 M

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Proposed BHL-OTA Designation Alteration

Existing designated area to be retained

Proposed additional area to be designated Existing designated area to be deleted

Parcel boundary





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Projection: NZTM 2000 Scale: 1:2,500

Proposed BHL-OTA Designation Alteration Land Requirement Plan

300 Meters

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Attachment B

Commissioners Decision

Decision on application to extend the lapse Auckland period under section 184 of the Resource **Management Act 1991**



Decision of Duty Commissioner on an application to extend the lapse period of Designation 8517 Brownhill - Otahuhu Underground Electricity Transmission Cables, in the Auckland Unitary Plan (Operative in Part).

The proposed extension to the lapse period of 8517 Brownhill – Otahuhu Underground Electricity Transmission Cables by fifteen years is APPROVED.

Introduction

- 1. This recommendation is made on behalf of the Auckland Council ("the Council") by Independent Hearing Commissioner Janine Bell (sitting alone) appointed and acting under delegated authority under section 34A of the Resource Management Act 1991 ("the RMA").
- 2. The Council has received a request from Dines Consulting on behalf of Transpower New Zealand Limited for an application under section 184(1) of the Resource Management Act 1991 (RMA), to extend the lapse period of Designation 8517 Brownhill – Otahuhu Underground Electricity Transmission Cables, by 15 years from 1 March 2025 to 1 March 2040.

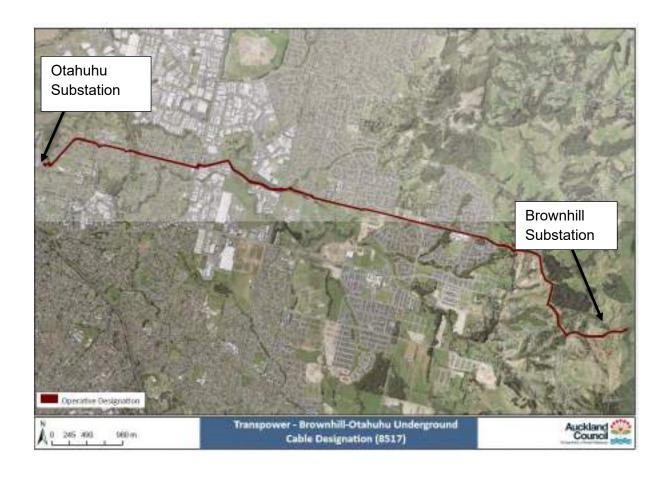
References

Designation number	8517	
Purpose	Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.	
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara	
Date of request to extend lapse date:	2 December 2024	
Requiring authority: Transpower New Zealand Ltd		

3. Designation 8517 links the Ōtāhuhu Substation on Gridco Road, Ōtara (Designation 8513) with the Brownhill Substation site to the east (Designation 8515).

- 4. The designated area covers approximately 20.2 ha along the total route. The existing designation is subject to 31 conditions [and advice notes] which address matters such as cultural matters, magnetic fields, compliance with Electricity Regulations, existing utilities, a Construction Management Plan [CMP], construction and maintenance noise, traffic plans, remediation of property, roads and footpaths and future roading.
- 5. The existing designation traverses land owned or administered by Auckland Transport [AT], Auckland Council [Parks department] and two private landowners [being for 2 Harakeke Terrace, 4 Springhill Road and 227 Brownhill Road in Whitford and 542 Ormiston Road].
- 6. The extent of the designation between 26-28 Kaitawa Street, Otara and 143 Brownhill Road, Whitford is set out in Figure 1 (below). The route and the zonings applied to the land surrounding the designation are described more fully in the application letter and the Council officer's report¹.

Figure 1 – Extent of the designation



¹ Report by Vanessa Leddra Policy Planner, Central/ South, dated 13 January 2025.

- 7. The land surrounding the designation route has a range of residential and open space zoning as well as light industrial and rural zoning. The following overlays apply to the route or parts of the route:
 - Macroinvertebrate Community Index Control applies to the whole route.
 - Infrastructure: National Grid Substation Corridor Overlay applies to a small area of Kaitawa Street and Gilbert Road
 - In the vicinity of East Tamaki Road, the designation route traverses a very small area of an Outstanding Natural Features Overlay and is adjacent to a Historic Heritage Extent of Place Overlay.
 - At the eastern end of the designation route, to the east of Valderama Drive, the route is subject to an Aircraft Noise Overlay; at the intersection of Jeffs Road and Norwood Drive.
 - At the intersection of Terrasini Drive and Jeffs Road, the designation is adjacent to a small Terrestrial Significant Ecological Area;
 - Approximately east of the intersection of Jeffs Road and Ormiston Road, the route is subject to a modified Ridgeline Protection Overlay.
- 8. The relevant AUP maps showing these details are set out in Attachment 2 to the application letter and in Figure 2 of the officer's report.

Relevant Statutory Provisions

- 9. Section 184 of the RMA, states:
 - (1) A designation lapses on the expiry of 5 years after the date on which it is included in the district plan unless—
 - (a) it is given effect to before the end of that period; or
 - (b) the territorial authority determines, on an application made within 3 months before the expiry of that period, that substantial progress or effort has been made towards giving effect to the designation and is continuing to be made and fixes a longer period for the purposes of this subsection; or
 - (c) the designation specified a different period when incorporated in the plan.
 - (2) Where paragraph (b) or paragraph (c) of subsection (1) applies in respect of a designation, the designation shall lapse on the expiry of the period referred to in that paragraph unless—
 - (a) it is given effect to before the end of that period; or

(b) the territorial authority determines, on an application made within 3 months before the expiry of that period, that substantial progress or effort has been made towards giving effect to the designation and is continuing to be made and fixes a longer period for the purposes of this subsection.

Assessment

- 10. Section 184 of the RMA states that a designation will lapse on the expiry of 5 years after the date of its inclusion in a plan unless it has been given effect to before the end of that period, or if the territorial authority determines, on an application made within 3 months before the expiry of that period, that substantial progress or effort has been made towards giving effect to the designation and fixes a longer period.
- 11. In terms of s184(2)(b) the application has been made by Transpower within 3 months before the expiry of the designation lapse period and sets out the progress and effort that has been made and continues to be made towards giving effect to the designation.
- 12. The application letter sets out that Designation 8517 forms a critical part of the future transmission network needed to support development and electrification in Auckland and Northland and details what has necessitated the change in date. The letter outlines that Transpower continues to work on the cable route and has made substantial progress towards giving effect to the designation. This includes:
 - acquiring and maintaining easements at the Brownhill Road end of the cable route which are privately owned;
 - spending approximately \$250,000 on geotechnical studies including on-site bore hole testing at two properties on the route;
 - reviewing development enquiries and engaging specialists to advise whether
 proposals will not obstruct Transpower's ability to install cables in the future –
 34 approvals under s176(1)(b) of the RMA to undertake works within the
 designation have been provided;
 - investigation and costing revisions to the proposed cable route following completion of development surrounding the designation to better align with the settled development pattern of the area and the roading network;
 - preparation of a Notice of Requirement in October 2024 to alter the designation to amend the cable route and to reduce the potential adverse impact ecological effects and
 - engaging a maintenance contractor to ensure the area remains clear of vegetation and other intrusions.
- 13. The Council's Policy Planner, Central/ South has assessed the application and is satisfied that substantial progress and effort has been appropriately demonstrated by Transpower New Zealand Limited towards giving effect to the designation and is

continuing to be made and therefore recommends that extending the lapse period by fifteen years from 1 March 2025 to 1 March 2040.

Conclusion

- 14. The Brownhill to Otahuhu (BHL-OTA) designation protects an underground cable route between the Brownhill Road substation and the Otahuhu substation in South Auckland. The purpose of the designation is the construction, operation and maintenance of a double-circuit underground 220-kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.
- 15. Designation 8517 forms a critical part of the future transmission network needed to support development and electrification in Auckland and Northland. Transpower continues to work on the cable route and has made substantial progress towards giving effect to the designation. The additional fifteen years sought is considered adequate by Transpower to give effect to the designation. Therefore, the proposed extension to the lapse period for Designation 8517 Brownhill Otahuhu Underground Electricity Transmission Cables, by 15 years from 1 March 2025 to 1 March 2040 is appropriate.

Decision

That pursuant to Section 184 of the Resource Management Act 1991 that the extension to the lapse date of Designation 8517 Brownhill – Otahuhu Underground Electricity Transmission Cables, by 15 years from 1 March 2025 to 1 March 2040 be **approved**.

Approved Janine A. Bell

Duty Commissioner

Signature:

Date: 20 January,

2025.

Attachment C

Designation 8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables Strikethrough and Underlined

8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March 20251 March 2040

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007).

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 µT for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages

- 5. The works shall be designed and constructed to comply with regulations 58, 60, 69 and 87 of the Electricity Regulations 1997 as in force at the date of confirmation of the designation.
- 6. Any works or equipment shall be designed and constructed so as not to cause existing assets of other utilities to be non-compliant with AS/NZS 4853: 2012 Electrical Hazard on Metallic Pipelines.

Existing utilities

- 7. Transpower shall liaise with all relevant utility operators during the detailed design and subsequent construction processes prior to undertaking any work pursuant to this designation and shall ensure that:
- a. it is aware of the location of all utility services existing at the time of construction in or adjacent to the designation; if necessary, exploratory excavation shall be undertaken;
- b. to the greatest extent practicable, all utility services existing at 28 May 2007 (being the date the Notice of Requirement was lodged) located in or adjacent to the designation are protected from any activity associated with the Upper North Island Grid Upgrade Project which may interfere with the proper functioning of the services;
- c. if it is not practicable to avoid a reduction in the level of service in accordance with (b) above, or if services are otherwise damaged, all utility services existing at 28 May 2007 located in or adjacent to the designation are repaired or relocated at Transpower's expense, to the reasonable satisfaction of the affected utility operator; and
- d. reasonable access to existing utility services located in or adjacent to the designation are able to be accessed during construction.
- 8. Nothing in condition 7(c) requires Transpower to:
- a. provide compensation to any affected utility operator for indirect costs, such as for delays and inconvenience caused; and
- b. put the owner of the utility services in a better position than if the Upper North Island Grid Upgrade Project had not been proposed or installed.

Archaeology: known sites R11/2333 and R11/2384

9. Before any works are carried out associated with the Upper North Island Upgrade Project, Transpower shall make any minor adjustments to the location of the cable trench within the corridor to ensure that the sites R11/2333 and R11/2384 are not damaged by construction of the cable trench.

Advice note:

This condition is subject to any conditions of any archaeological authority granted under the Historic Places Act 1993.

Construction Management Plan (CMP)

- 10. At least 30 working days prior to commencing any construction activity along the designated underground cable route, Transpower shall submit a Construction Management (CMP) to the Council for approval. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or Transpower's intended approach to:
- a. The proposed construction methodology;
- b. Storage and reuse and top soil, including stockpiling areas;
- c. On-site and off-site disposal of soil;
- d. Silt and dust control, during earthwork stages;
- e. Groundwater and stormwater management, treatment and disposal;
- f. Traffic/property access management;
- g. Contaminated land management procedures;
- h. Construction hours;
- i. Existing network utilities protocols and guidelines;
- j. Access and utilities management;
- k. Subject to other specific conditions, cultural protocols and archaeological requirements;
- I. Land stability management and water quality and sediment controls;
- m. Vegetation disturbance/removal and replacement;
- n. Management of construction activities;
- o. Contractor training, including health and safety;

- p. The intended construction programme, including staging if appropriate;
- q. Management of construction noise;
- r. Community information and liaison;
- s. Temporary activities and equipment storage in specified areas;
- t. Contractor car parking in specified areas;
- u. Security and lighting during construction; and
- v. Situations where the proposed cable depth could differ from the 1500 mm shown on Map 6 or 7 of Appendix V (see attachments), including likely reasons for differing depth and means of resolving any issues arising from that depth.
- 11. In preparing the CMP in accordance with condition 10, the following minimum requirements shall be met:
- a. Quality soil shall be reused, where appropriate, and suitable stockpiling areas shall be identified;
- b. Spoil which is not reused, where appropriate, and suitable stockpiling areas shall be identified;
- c. Dust on-site shall be minimised to ensure that there is no dust nuisance off-site as a result of the works. Such minimisation could include spraying with water or covering of areas;
- d. Clean stormwater shall be directed away from bare or earthworked areas and sediment laden runoff shall be properly controlled and managed to minimise any discharge of sediments into watercourses;
- e. As far as practicable, disturbance to riparian areas and stream banks and beds shall be minimised during construction;
- f. Measures for testing and removing any contaminated land along the route shall be developed;
- g. Liaison with existing utility providers with underground services within the designated route shall be undertaken;
- h. Adequate measures shall be implemented so as to avoid land slope failure;
- i. When construction is taking place within the dripline of any tree over two metres in height to be retained on a public road or other public or private land, a qualified arborist shall be engaged to advise on the best method of root pruning and for continuing long-term avoidance of root interference with the cable;
- j. Site contractors shall have available at all working times, at an accessible place along the cable route, copies of all designation and consent conditions, the approved Construction Management Plan and the Draft Protocols entitled Transpower Grid Upgrade Project Protocol for Dealing with Kōiwi or Taonga Unearthed During Construction and the Discovery of Sites of Significance, Wāhi Tapu, Heritage Sites and Archaeological Sites (or updated document). Transpower shall ensure that the contractors understand the designation conditions and consent conditions:
- k. Transpower shall notify the Council in writing at least 10 working days before commencing works (including a separate notification for works commencing in Turanga Creek, Mangemangeroa Stream and Otara Creek), and shall notify the Councils that works have been completed within 10 working days following completion of the works:
- I. Parties adjacent to the route shall be notified prior to commencement of works and shall be regularly updated;
- m. Temporary activities, such as equipment storage shall be undertaken in suitably located areas (ie, not within 20 metres of a watercourse);
- n. Contractor car parking shall be suitably located, so as not to prevent property access; and
- o. Work sites shall be secure and illuminated to restrict access as appropriate.
- 12. In preparing the CMP in accordance with condition 10, Housing New Zealand Corporation shall be consulted.

Advice note:

Where the CMP requires Transpower to give notice to the Council, that notice can be given

progressively, as stages of the work are complete.

Construction hours

- 13. Construction hours shall be as follows:
- a. Monday to Friday: 7am to 6pm;
- b. Saturday: 8am to 1pm; and
- c. Sundays and public holidays: No work.

Except where work is necessary outside the specified days or hours for the following purposes:

- i. Where work is required to be planned to be carried out at low-traffic times, for example, excavation across busy roads, or cable installation;
- ii. Delivery of large equipment;
- iii. Emergencies;
- iv. Securing of the site or removing a traffic hazard;
- v. Cable jointing in self- contained enclosures; or
- vi. Where the distance between the work and the nearest residence is 100 metres or more and all other conditions are met.

Construction and Maintenance Noise

- 14. All construction work shall be designed, managed and conducted to ensure that construction and maintenance noise from the site does not exceed the limits in NZS6803:1999 Acoustics—Construction Noise.
- 15. Prior to any significant construction work taking place, a noise management plan shall be prepared, with the assistance of a suitably qualified and experienced person, that sets out the management procedures in terms of section 8 and Annex E of NZS6803:1999, and the works shall be undertaken in accordance with that noise management plan (other than emergency works).
- 16. The noise management plan required by condition 15 shall be submitted to the Council's Consents Manager for approval, at least 20 working days prior to the works commencing. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.

Advice note:

The noise management plan required by condition 15 can be incorporated into, and be part of the construction management plan required by condition 10.

Vibration

17. Vibration from all construction activities shall not exceed the limits of, and shall be measured and assessed in accordance with, German Standard DIN 4150-3 (1999-02) Structural Vibration – Effects of Vibration on Structures.

Traffic / roading

- 18. Transpower shall prepare a Traffic Management Plan (TMP) which is generally consistent with NZTA's Code of Practice for Temporary Traffic Management (COPTTM).
- 19. The TMP shall be submitted to the Council's Consents Manager for approval at least 20 working days prior to commencement of underground cable construction after consultation with:
- a. The Council;
- b. The following key stakeholders:
- i. Emergency services (including police);

- ii. Bus operators;
- iii. Schools;
- iv. Housing New Zealand Corporation;
- c. Any additional key stakeholders identified by the Council.
- 20. The council shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.
- 21. The TMP prepared by Transpower shall recognise that the paramount purpose of roads is the free passage of the public and its vehicles.
- 22. The TMP prepared by Transpower shall address and provide details of proposed works and/or mitigation measures relating to the following matters:
- a. The likely routes for heavy construction-related traffic;
- b. Details of any necessary road closures, diversions, or deviations which are likely to be required during construction activities, including the likely date, time and duration of such actions. As far as practicable, any necessary temporary road closures should be effected during off-peak periods;
- c. Where diversions or deviations are required, information and recommendations shall be provided by a suitably qualified and experienced traffic engineer of the traffic volumes and capacities of alternative routes, and the likely consequent effects in terms of safety and convenience. The traffic engineer shall ensure that recommended alternative routes are reasonably convenient and capable of safely accommodating diverted or deviated traffic. Transpower shall act on the recommendations of the traffic engineer in relation to alternative routes. Where traffic modelling related to specific intersections is required, the results of the modelling shall be included (see conditions 23 to 25);
- d. Details of the signage intended to advise motorists, residents, stakeholders, and other road users of any road closures, diversions and delays, including examples of signage for diversion routes. Such signage shall be sufficiently clear to enable easy understanding by the general public, and installed at appropriate locations at least seven days in advance of such road closures, diversions and delays. Such signage shall include the use of trailer-mounted electronic signs near the most affected roads:
- e. Details of methods of proposed information dissemination regarding construction activities and associated traffic effects. These details shall include information regarding likely timing and duration of works, alternative routes, access to properties, and any alterations to public transport services. Methods of information dissemination shall include, but not be limited to, public notices in newspapers, radio announcements, signage, information packages, and direct contact with affected properties along those routes;
- f. Inclusion of a communications plan setting out the method of consultation and liaison with key stakeholders and affected parties regarding likely timing and duration of works, alternative routes, access to properties and any alterations to public transport services;
- g. Details of prior consultation or community liaison undertaken with affected residents, key stakeholders, schools, public transport providers, emergency services or representative groups regarding proposed road closures, diversions and delays, and any measures agreed with such groups to address any adverse effects or inconvenience that may arise;
- h. Details of any measures for the purposes of mitigating adverse traffic effects of construction traffic, including safety matters, relating to cyclists, pedestrians, mobility impaired persons, and school children;
- i. Where the cable is proposed to be installed across major intersections and/or arterial roads carrying higher traffic volumes (such as Ti Rakau Drive, Te Irirangi Drive, Chapel Road, Springs Road, East Tamaki Road), three months prior to the commencement of construction an assessment shall be carried out by a suitably qualified and experienced traffic engineer of:
- i. The traffic volumes using such intersections or roads;

- ii. The likely levels of delays and disruptions which may be experienced as a result of cable construction; and
- iii. Identification of locations where such installation works must be carried out in the most timely manner practicable (including where reasonably practicable, the use of alternative methods of installation other than trenching), so as to minimise delays or inconvenience to road users;
- j. Following consultation with public transport providers, details of proposed alternative temporary changes to public transport services during the construction period including but not limited to any route diversions, timetable adjustments, temporary bus stops, and methods of communicating such matters to public transport users.
- 23. Following consultation with the Boards and/or principals of Sir Edmund Hillary College and Sancta Maria College (and any schools subsequently established with accesses and/or egresses adjacent to the underground cable route), Transpower shall ensure, as far as practicable, that works avoid school terms so as to minimise disruption to normal school activities. Details of relevant periods shall be included in the TMP.
- 24. Following consultation with the New Zealand Fire Service, details shall be provided in the TMP of proposed alternative access to and egress from the fire station located at 341 East Tamaki Road.
- 25. Transpower shall carry out traffic modelling at the intersections of Johnstones Road/Springs Road/East Tamaki Road and Chapel Road/Accent Drive/Stancombe Road to assess the impact of the construction works on intersection capacity prior to completing the Construction Management Plan and the Traffic Management Plan as required by condition 20, and incorporate any necessary specific provisions in the CMP.

Advice note:

The traffic management plan required by condition 18 can be incorporated into, and be part of, the construction management plan required by condition 10.

Continuation of access

26. Transpower shall at all times ensure that access to any property temporarily severed by construction is maintained at a level that will enable, as far as practicable, normal operations on the property to continue.

Parking

27. Following consultation with residents, businesses and other directly affected persons, Transpower shall ensure that adequate temporary alternative car parking is provided for residents, businesses and other directly affected persons along or adjacent to the cable route, in the event that construction activity prevents or hinders usual parking. Such arrangements are to be made and advised to affected parties at least five working days prior to the commencement of the work that causes the effect.

Remediation of property, roads and footpaths

- 28. Other than as provided in condition 29, Transpower shall:
- a. within 10 working days of completion of construction on any land, reinstate any private or public land and property (excluding works in road reserves) as far as practicable to its pre-existing state. Such remediation shall include fences, gardens (excluding trees and grass) and other surface equipment or materials; and
- b. as soon as practicable after the completion of construction, re-grass areas that were previously grassed.
- 29. As soon as practicable after the completion of construction, Transpower shall repair any damage

to public carriageways and footpaths (and associated road components) resulting from the impacts of construction. Such repair may involve short-term maintenance to allow for settling and consolidation of carriageways prior to final repair.

Cultural/Spiritual

- 30. If any urupā, traditional sites, taonga (significant artefacts), or kōiwi (human remains) are exposed during site works, the following procedures shall apply:
- a. Works in the immediate vicinity of the site that has been exposed shall cease;
- b. The site supervisor shall immediately secure the area in a way that ensures that any remains or artefacts are untouched;
- c. The site supervisor shall notify representatives of relevant tāngata whenua, the New Zealand Historic Places Trust, the Auckland Council and, in the case of human remains, the New Zealand Police; and
- d. The notification in (c) above shall allow such persons being given a reasonable time to record and recover archaeological features discovered before work may recommence on the exposed site.

Future roading

- 31. Cable installed in the vicinity of:
- a. The Redoubt Road extension between Regis Lane and Ormiston Road (as shown on maps 49-50, Manukau City Council Operative District Plan 2002 (see attachments); and
- b. The possible future road connection between the Scenic Drive and Brownhill Road (as shown on Map 31 of Appendix V (see attachments)); shall be buried to a depth that does not prevent construction of those roads due to the presence of the cables, in the locations shown on those plans, in the future.

Advice note

1. Any new works or equipment means those works which were not existing prior to the notification of the Auckland Unitary Plan.

Attachments

Maps from Appendix V of the Board of Inquiry

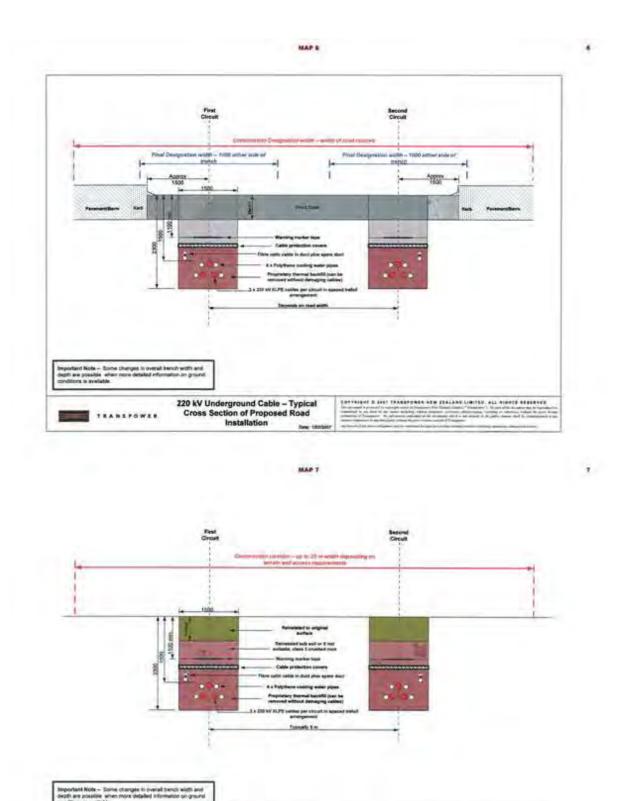
INDEX OF MAPS AND PLANS REFERRED TO IN PROPOSED DESIGNATION CONDITIONS

MAP PLAN DESCRIPTION PAGE

UNDERGROUND CABLE ROUTE: CONSTRUCTION MANAGEMENT PLAN CONDITIONS

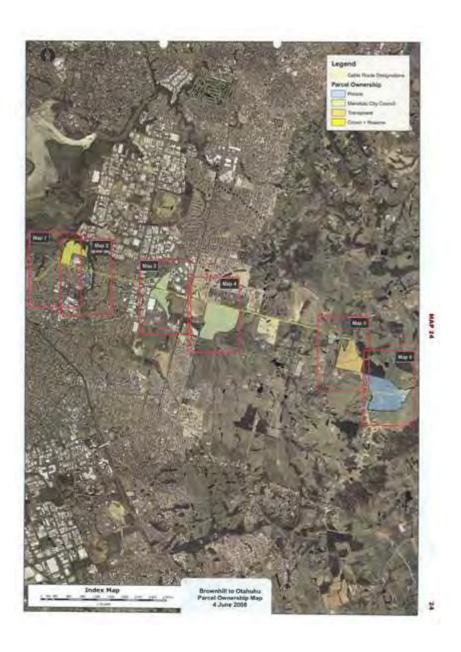
Map 6 220kV Underground Cable - Typical Cross Section of Proposed Road Installation 6

Map 7 220kV Underground Cable - Typical Cross Section of Open Ground Installation 7



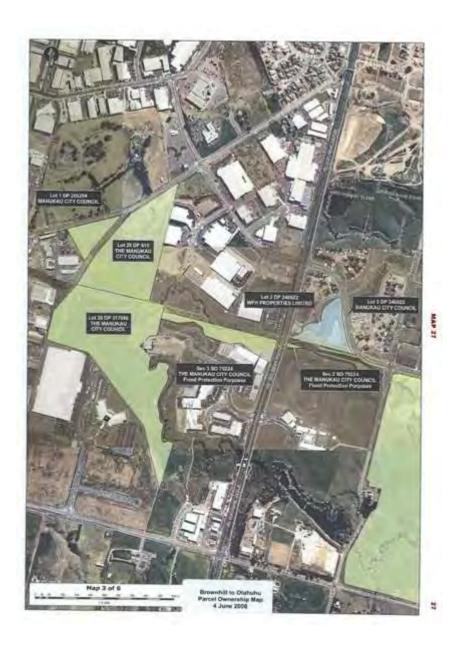
220 kV Underground Cable – Typical Cross Section of Open Ground Installation

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BROWNH	IILL TO OTAHUHU UNDERGROUND CABLE ROUTE CONDITIONS	
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Map 25	Brownhill to Otahuhu Parcel Ownership Map 1 of 6, 4 June 2008	25
Map 26	Brownhill to Otahuhu Parcel Ownership Map 2 of 6, 4 June 2008	26
Map 27	Brownhill to Otahuhu Parcel Ownership Map 3 of 6, 4 June 2008	27
Map 28	Brownhill to Otahuhu Parcel Ownership Map 4 of 6, 4 June 2008	28
Map 29	Brownhill to Otahuhu Parcel Ownership Map 5 of 6, 4 June 2008	29
Map 30	Brownhill to Otahuhu Parcel Ownership Map 6 of 6, 4 June 2008	30
Map 31	Kent Subdivision, Drainage & Water Supply Plan - 2, Manukau City Council, issued 07/08/06	30









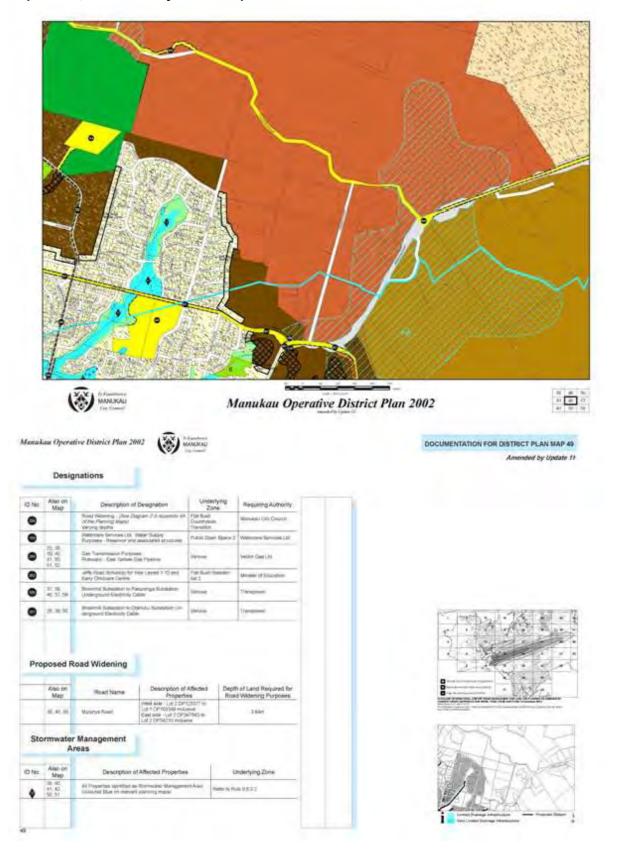


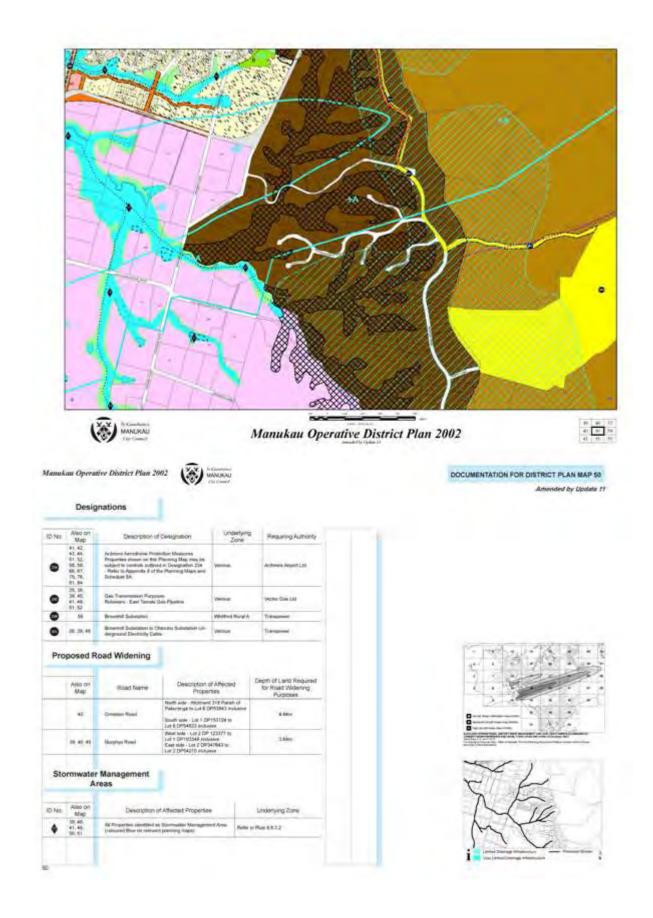






Maps 49-50, Manukau City Council Operative District Plan 2002





Schedule of Legal Descriptions

Parcel ID /	
Appellation	

Lot 38 DP 122457	5214767
Lot 39 DP 122457	5258386
5213395	Lot 1 DP 205294
Lot 44 DP 122457	5226343
Lot 45 DP 122457	Lot 26 DP 615
5220406	Lot 28 DP 317068
5229707	Sec 3 SO 70224
5234114	5212610
5234115	5218779
5242071	5263414
5245483	6755102
5247685	6868736
5253250	6868737
5211477	Sec 2 SO 70224
5253250	5263413
5243048	6576298
5209287	Lot 2 DP 348822
5217576	Lot 5 DP 348822
5235744	6755102
5245975	5247056
5259209	5237233
Lot 185 DP 50993	5218750
Allot 355 Parish of Pakuranga	Lot 1 DP 370733
5099005	5263064
5267324	5208695
Lot 279 DP 50344	5225858
5206109	5244805
5215068	Sec 1 SO 68877
5248339	Lot 1 DP 168092
5228620	5208692
5250436	5208693
5237621	5216198
5256686	5257455
5208934	5257462
5245707	5259600
5210416	7060314
Lot 500 DP 436444	Lot 2 DP 182255
Reclaimed Crown Foreshore Survey Office Plan 47238	Lot 3 DP 348822

Attachment D

Designation 8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Clean

8517 Brownhill Road to Otahuhu Underground Electricity Transmission Cables

Designation Number	8517
Requiring Authority	Transpower New Zealand Ltd
Location	143 Brownhill Road, Whitford to 26-28 Kaitawa Street, Otara
Rollover Designation	Yes
Legacy Reference	Designation 301, Auckland Council District Plan (Manukau Section) 2002
Lapse Date	1 March 2040

Purpose

Electricity transmission - the construction, operation and maintenance of a double-circuit underground 220kV cable as part of the upper North Island Grid Upgrade Project, to convey electricity between the Otahuhu Substation and the substation site at Brownhill Road, and ancillary activities.

The nature of the work is described more particularly in Part VII (excluding section 12 in relation to suggested conditions), and also in Parts II and X of the Notices of Requirement Documentation (dated April 2007).

Conditions

Documents

1. The initial works to give effect to the designation of the Brownhill to Otahuhu underground cable shall be generally in accordance with Maps 24-30 of Appendix V (see attachments).

Magnetic Fields (MF)

- 2. Any new works or equipment shall be designed and operated to limit the magnetic field exposures to the International Commission on Non-Ionising Radiation Protection, Guidelines for limiting exposure to time varying electric, magnetic, fields (1Hz- 100kHz) (Health Physic 99(6):818-836: 2010) (ICNIRP Guidelines). That is the public exposure reference level of 200 µT for magnetic flux density when measured at 1 metre above ground level directly above any cable under normal operating conditions. (ie, when there are no faults in the transmission system).
- 3. In order to reduce long-term public exposure to MFs, no habitable buildings shall be constructed within the designated corridor for the underground cable.

Radio frequency

4. All works shall be designed to comply with NZS 6869:2004 Limits and Measurement Methods of Electromagnetic Noise from High-Voltage a.c. Power Systems, 0.15 to 1000 MHz.

Earth potential rise / induced voltages

- 5. The works shall be designed and constructed to comply with regulations 58, 60, 69 and 87 of the Electricity Regulations 1997 as in force at the date of confirmation of the designation.
- 6. Any works or equipment shall be designed and constructed so as not to cause existing assets of other utilities to be non-compliant with AS/NZS 4853: 2012 Electrical Hazard on Metallic Pipelines.

Existing utilities

- 7. Transpower shall liaise with all relevant utility operators during the detailed design and subsequent construction processes prior to undertaking any work pursuant to this designation and shall ensure that:
- a. it is aware of the location of all utility services existing at the time of construction in or adjacent to the designation; if necessary, exploratory excavation shall be undertaken;
- b. to the greatest extent practicable, all utility services existing at 28 May 2007 (being the date the Notice of Requirement was lodged) located in or adjacent to the designation are protected from any activity associated with the Upper North Island Grid Upgrade Project which may interfere with the proper functioning of the services;
- c. if it is not practicable to avoid a reduction in the level of service in accordance with (b) above, or if services are otherwise damaged, all utility services existing at 28 May 2007 located in or adjacent to the designation are repaired or relocated at Transpower's expense, to the reasonable satisfaction of the affected utility operator; and
- d. reasonable access to existing utility services located in or adjacent to the designation are able to be accessed during construction.
- 8. Nothing in condition 7(c) requires Transpower to:
- a. provide compensation to any affected utility operator for indirect costs, such as for delays and inconvenience caused; and
- b. put the owner of the utility services in a better position than if the Upper North Island Grid Upgrade Project had not been proposed or installed.

Archaeology: known sites R11/2333 and R11/2384

9. Before any works are carried out associated with the Upper North Island Upgrade Project, Transpower shall make any minor adjustments to the location of the cable trench within the corridor to ensure that the sites R11/2333 and R11/2384 are not damaged by construction of the cable trench.

Advice note:

This condition is subject to any conditions of any archaeological authority granted under the Historic Places Act 1993.

Construction Management Plan (CMP)

- 10. At least 30 working days prior to commencing any construction activity along the designated underground cable route, Transpower shall submit a Construction Management (CMP) to the Council for approval. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or Transpower's intended approach to:
- a. The proposed construction methodology;
- b. Storage and reuse and top soil, including stockpiling areas;
- c. On-site and off-site disposal of soil;
- d. Silt and dust control, during earthwork stages;
- e. Groundwater and stormwater management, treatment and disposal;
- f. Traffic/property access management;
- g. Contaminated land management procedures;
- h. Construction hours;
- i. Existing network utilities protocols and guidelines;
- j. Access and utilities management;
- k. Subject to other specific conditions, cultural protocols and archaeological requirements;
- I. Land stability management and water quality and sediment controls;
- m. Vegetation disturbance/removal and replacement;
- n. Management of construction activities;
- o. Contractor training, including health and safety;

- p. The intended construction programme, including staging if appropriate;
- q. Management of construction noise;
- r. Community information and liaison;
- s. Temporary activities and equipment storage in specified areas;
- t. Contractor car parking in specified areas;
- u. Security and lighting during construction; and
- v. Situations where the proposed cable depth could differ from the 1500 mm shown on Map 6 or 7 of Appendix V (see attachments), including likely reasons for differing depth and means of resolving any issues arising from that depth.
- 11. In preparing the CMP in accordance with condition 10, the following minimum requirements shall be met:
- a. Quality soil shall be reused, where appropriate, and suitable stockpiling areas shall be identified;
- b. Spoil which is not reused, where appropriate, and suitable stockpiling areas shall be identified;
- c. Dust on-site shall be minimised to ensure that there is no dust nuisance off-site as a result of the works. Such minimisation could include spraying with water or covering of areas;
- d. Clean stormwater shall be directed away from bare or earthworked areas and sediment laden runoff shall be properly controlled and managed to minimise any discharge of sediments into watercourses;
- e. As far as practicable, disturbance to riparian areas and stream banks and beds shall be minimised during construction;
- f. Measures for testing and removing any contaminated land along the route shall be developed;
- g. Liaison with existing utility providers with underground services within the designated route shall be undertaken;
- h. Adequate measures shall be implemented so as to avoid land slope failure;
- i. When construction is taking place within the dripline of any tree over two metres in height to be retained on a public road or other public or private land, a qualified arborist shall be engaged to advise on the best method of root pruning and for continuing long-term avoidance of root interference with the cable;
- j. Site contractors shall have available at all working times, at an accessible place along the cable route, copies of all designation and consent conditions, the approved Construction Management Plan and the Draft Protocols entitled Transpower Grid Upgrade Project Protocol for Dealing with Kōiwi or Taonga Unearthed During Construction and the Discovery of Sites of Significance, Wāhi Tapu, Heritage Sites and Archaeological Sites (or updated document). Transpower shall ensure that the contractors understand the designation conditions and consent conditions:
- k. Transpower shall notify the Council in writing at least 10 working days before commencing works (including a separate notification for works commencing in Turanga Creek, Mangemangeroa Stream and Otara Creek), and shall notify the Councils that works have been completed within 10 working days following completion of the works:
- I. Parties adjacent to the route shall be notified prior to commencement of works and shall be regularly updated;
- m. Temporary activities, such as equipment storage shall be undertaken in suitably located areas (ie, not within 20 metres of a watercourse);
- n. Contractor car parking shall be suitably located, so as not to prevent property access; and
- o. Work sites shall be secure and illuminated to restrict access as appropriate.
- 12. In preparing the CMP in accordance with condition 10, Housing New Zealand Corporation shall be consulted.

Advice note:

Where the CMP requires Transpower to give notice to the Council, that notice can be given

progressively, as stages of the work are complete.

Construction hours

- 13. Construction hours shall be as follows:
- a. Monday to Friday: 7am to 6pm;
- b. Saturday: 8am to 1pm; and
- c. Sundays and public holidays: No work.

Except where work is necessary outside the specified days or hours for the following purposes:

- i. Where work is required to be planned to be carried out at low-traffic times, for example, excavation across busy roads, or cable installation;
- ii. Delivery of large equipment;
- iii. Emergencies;
- iv. Securing of the site or removing a traffic hazard;
- v. Cable jointing in self- contained enclosures; or
- vi. Where the distance between the work and the nearest residence is 100 metres or more and all other conditions are met.

Construction and Maintenance Noise

- 14. All construction work shall be designed, managed and conducted to ensure that construction and maintenance noise from the site does not exceed the limits in NZS6803:1999 Acoustics—Construction Noise.
- 15. Prior to any significant construction work taking place, a noise management plan shall be prepared, with the assistance of a suitably qualified and experienced person, that sets out the management procedures in terms of section 8 and Annex E of NZS6803:1999, and the works shall be undertaken in accordance with that noise management plan (other than emergency works).
- 16. The noise management plan required by condition 15 shall be submitted to the Council's Consents Manager for approval, at least 20 working days prior to the works commencing. The Council's Consents Manager shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.

Advice note:

The noise management plan required by condition 15 can be incorporated into, and be part of the construction management plan required by condition 10.

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- iii. Schools;
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- 20. The council shall respond within 20 working days indicating whether approval is given or refused. Approval shall not be unreasonably withheld.
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- a. The likely routes for heavy construction-related traffic;
- b. Details of any necessary road closures, diversions, or deviations which are likely to be required during construction activities, including the likely date, time and duration of such actions. As far as practicable, any necessary temporary road closures should be effected during off-peak periods;
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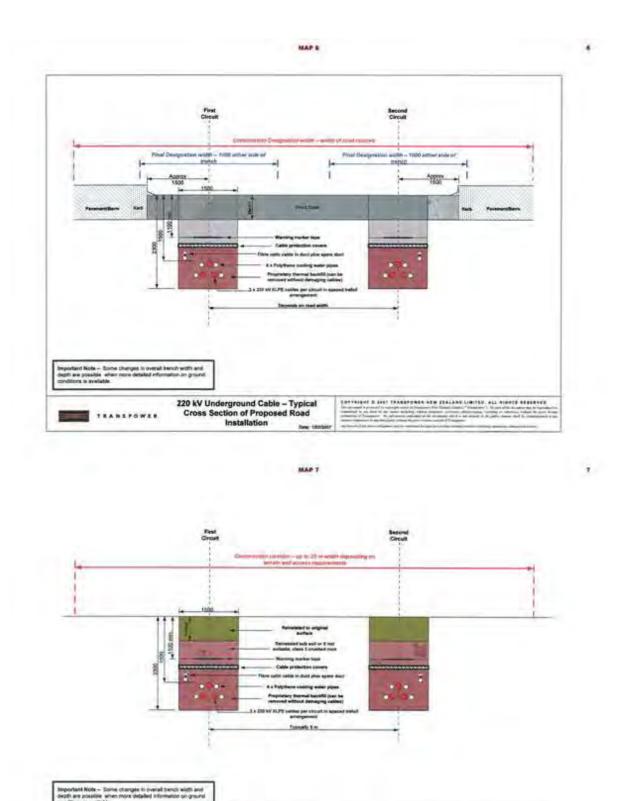
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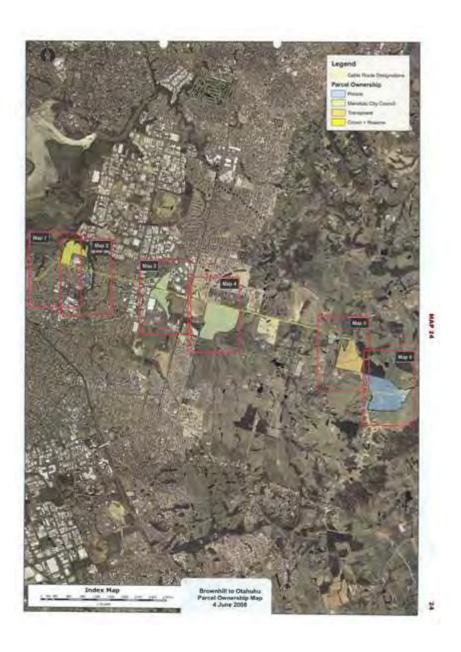
Map 6 220kV Underground Cable - Typical Cross Section of Proposed Road Installation 6

Map 7 220kV Underground Cable - Typical Cross Section of Open Ground Installation 7



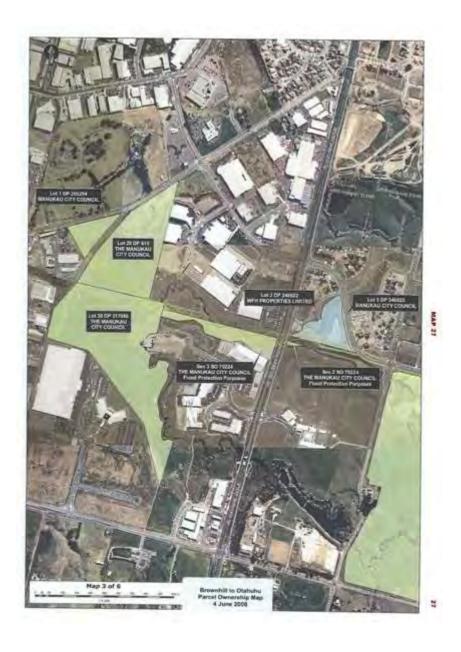
220 kV Underground Cable – Typical Cross Section of Open Ground Installation

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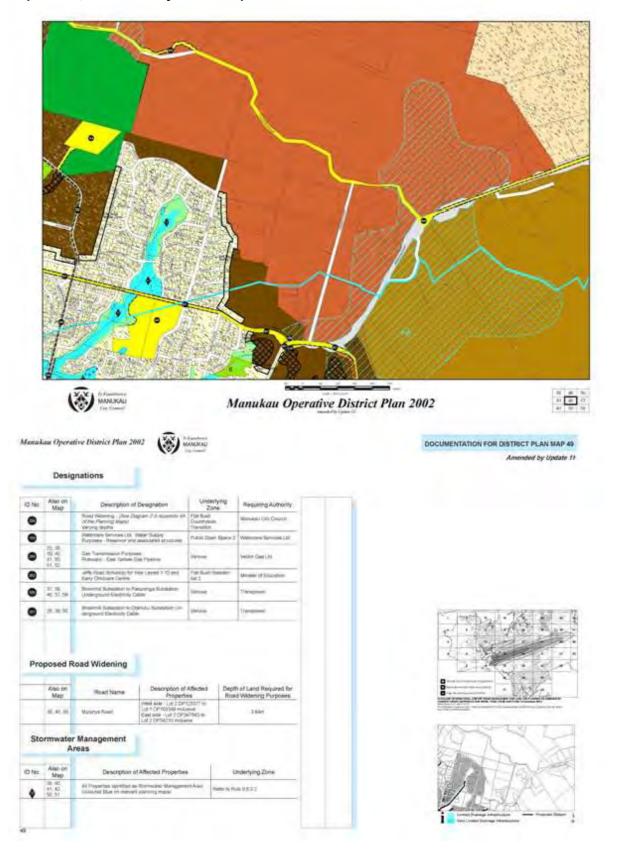


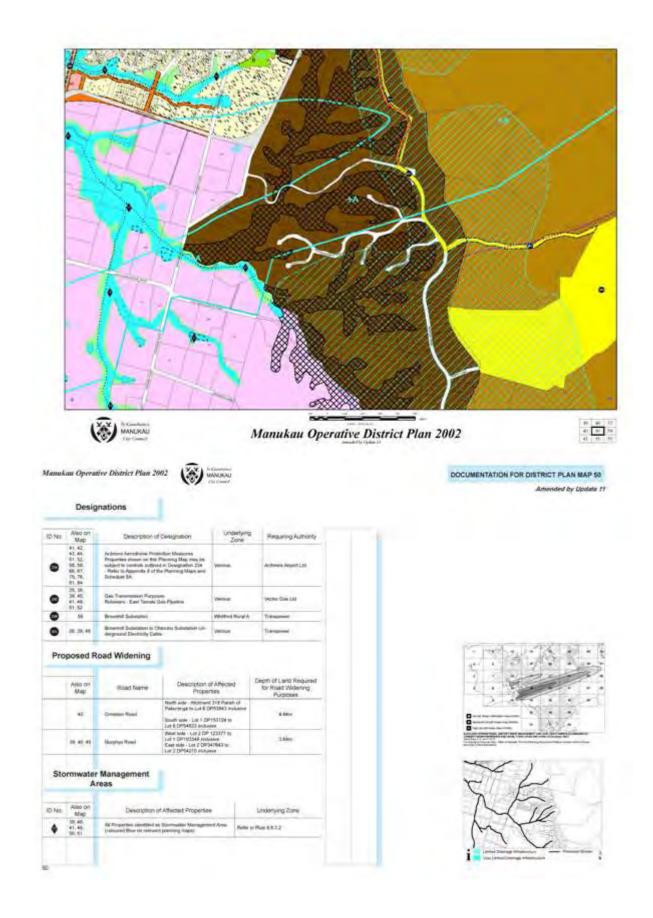






Maps 49-50, Manukau City Council Operative District Plan 2002





Schedule of Legal Descriptions

Parcel ID /	
Appellation	

Lot 38 DP 122457	5214767
Lot 39 DP 122457	5258386
5213395	Lot 1 DP 205294
Lot 44 DP 122457	5226343
Lot 45 DP 122457	Lot 26 DP 615
5220406	Lot 28 DP 317068
5229707	Sec 3 SO 70224
5234114	5212610
5234115	5218779
5242071	5263414
5245483	6755102
5247685	6868736
5253250	6868737
5211477	Sec 2 SO 70224
5253250	5263413
5243048	6576298
5209287	Lot 2 DP 348822
5217576	Lot 5 DP 348822
5235744	6755102
5245975	5247056
5259209	5237233
Lot 185 DP 50993	5218750
Allot 355 Parish of Pakuranga	Lot 1 DP 370733
5099005	5263064
5267324	5208695
Lot 279 DP 50344	5225858
5206109	5244805
5215068	Sec 1 SO 68877
5248339	Lot 1 DP 168092
5228620	5208692
5250436	5208693
5237621	5216198
5256686	5257455
5208934	5257462
5245707	5259600
5210416	7060314
Lot 500 DP 436444	Lot 2 DP 182255
Reclaimed Crown Foreshore Survey Office Plan 47238	Lot 3 DP 348822