

# APPLICATION FOR RESOURCE CONSENT

Under section 88 of the Resource Management Act 1991

Development, Planning & Compliance  
Wellington.govt.nz/services/reconsent

Send or deliver your application to Development, Planning & Compliance  
PO Box 2199, 101 Wakefield Street, Wellington.

For enquiries, phone 801 3590, fax 801 3165 or email [planning@wcc.govt.nz](mailto:planning@wcc.govt.nz)



SR number	
Customer ID number	

## GENERAL DETAILS

This application is for ☒ land use consent ☐ subdivision consent ☐ combined land use/subdivision consent

The site to which this application relates is described as

Number 6 Street LINDEN AVENUE Suburb TAWA  
Legal description LOT 20 DP 15391

## APPLICANT'S DETAILS

Name ROYAL New Zealand Plunket Society

Postal address  
6 LINDEN AVE TAWA

Phone (day) 2324721 Mobile 021 427 347

Fax Email ross.denton@extra.co.nz

## YOUR AGENT (if applicable)

Name IAN RATTRAY

Postal address  
P.O. Box 40-651 UPPER HUTT

Phone (day) (06) 5267711 Mobile 021 427 347

Fax Email ian@irbuild.co.nz

## OWNER'S DETAILS (if different from above)

Name Same as applicant

Postal address

Phone (day) Mobile

Fax Email

## IMPORTANT

Send all invoices to ☐ Applicant ☒ Agent ☐ Owner



## DESCRIPTION OF ACTIVITY

Describe clearly the proposal to which this application relates

Replace existing market rooms with a new relocatable building and continue market activities on the site

(Continue on a separate page if necessary.)

Are any other resource consent(s) required for this proposal? ☐ Yes ☒ No (To find out, please contact a planning technician on 801 3590)

If yes, show any other resource consent(s) required as part of this proposal by ticking the relevant boxes

	Resource consent required	Resource consent applied for
Land use consent	<input type="checkbox"/>	<input type="checkbox"/>
Subdivision consent	<input type="checkbox"/>	<input type="checkbox"/>
Coastal permit (Wellington Regional Council)	<input type="checkbox"/>	<input type="checkbox"/>
Water permit (Wellington Regional Council)	<input type="checkbox"/>	<input type="checkbox"/>
Discharge permit (Wellington Regional Council)	<input type="checkbox"/>	<input type="checkbox"/>
Land use consent (Wellington Regional Council)	<input type="checkbox"/>	<input type="checkbox"/>

## INFORMATION WHICH MUST BE SUBMITTED WITH THIS APPLICATION

Attach **two copies** of the following information to support this application, to satisfy the requirements of Section 88(2) of the Resource Management Act 1991 (RMA) and rule 3.2.2 in the District Plan. If all of the required information is not provided we may be unable to accept your application and it will be returned to you. Note: all plans must be to a measurable scale.

### ☒ Assessment of environmental effects (AEE)

If you don't provide an AEE the Council cannot accept your application. The AEE should discuss all the actual and potential effects on the environment arising from this proposal. The amount of detail provided must reflect the nature and scale of the development and its likely effects. For example, if there are major effects arising from the proposal, a detailed analysis and discussion of these effects should be included in the AEE. You may have to provide information from experts such as an acoustic consultant or traffic engineer. If the effects of the proposal are very minor then a less-detailed AEE can be submitted.

For more information see *A Guide to Resource Consents in Wellington City*, page 6 or the Fourth Schedule of the Resource Management Act 1991, which lists the matters to be covered in an AEE.

### ☒ Certificates of title (computer freehold registers) for the subject site (no more than three months old)

☐ including any relevant consent notice(s) registered on the computer register

### ☒ Locality plan (1:500) or aerial photograph (1:500) showing:

☒ the location of the site in relation to other streets or landmarks

☒ street number of the subject site and those of adjoining sites, (rural sites can be shown at 1:1000 if required)

### ☒ Site plan (1:100/200) showing the EXISTING situation on the subject site, including (where relevant):

☒ layout and location of proposed structures and buildings or alterations to existing structures and buildings (including fences, walls, retaining walls 2.5m or higher), depth of front yards and distances from existing buildings on adjoining sites

☒ existing floor plans and elevations

☒ design of earthworks and final levels and contours of the site

☒ road frontages (including any pedestrian crossings, steps or paths)

☒ buildings on adjacent sites

☒ topography

☒ watercourses and catchment orientation

☒ all significant vegetation (including vegetation on adjacent road reserve or surrounding properties)

☒ hazardous areas



☐ **Plan/s showing the PROPOSED development including (where relevant):**

- ☒ layout and location of proposed structures and buildings or alterations to existing structures and buildings (including fences, walls, retaining walls 2.5m or higher), depth of front yards and distances from existing buildings on adjoining sites
- ☒ design of earthworks and final levels and contours of the site
- ☒ vehicle parking, servicing, circulation and manoeuvring, pedestrian crossings and number and width of kerb crossing/s
- ☒ roads or right-of-way proposals
- ☒ calculation of total site coverage
- ☒ for a non-residential site, the gross floor area of all buildings on the site (for assessing car parking requirements)
- ☒ for a subdivision, the position of all allotment boundaries and the area of all allotments
- ☒ details of any signs
- ☒ all landscape design proposals, site planting and fencing
- ☒ photo montages

☒ **Elevation drawings (1:50/1:100) of all structures to be built or altered (existing and proposed), showing:**

- ☒ relationship of buildings to the natural ground level, existing and finished ground levels and certificate of title boundaries
- ☒ relevant District Plan sunlight access planes and maximum height, the street elevation, and the relationship of proposed structures to structures on adjacent sites, including the location of existing private outdoor spaces and main living area windows (where these overlook the development)

☐ **Other information which may be required by the District Plan including:**

- ☐ design statement where design guides apply (multi-units, Central Area buildings, character areas, etc) ☐ Noise report ☐ Other
- ☐ wind report for Central Area buildings above 18.6 metres ☐ Traffic report

☒ **Written approvals from affected parties:**

- ☒ letter or neighbours' approval form dated and signed by the affected parties AND their signature and the date on the plans submitted with this application. Please note conditional written approvals cannot be accepted.

**Information required to calculate any development contribution:**

Household units: number existing	1	Number proposed	1
Commercial: gross floor area existing		Gross floor area proposed	
Residential subdivision: allotments existing		Allotments proposed	

**NATIONAL ENVIRONMENTAL STANDARD (NES) FOR ASSESSING AND MANAGING CONTAMINANTS IN SOIL TO PROTECT HUMAN HEALTH**

This site may be subject to or covered by the NES for Assessing and Managing Contaminants in Soil to Protect Human Health Regulations 2011. This is determined by reference to the Hazardous Activities and Industries List (HAIL) which identifies those activities and industries which are more likely to use or store hazardous substances and therefore have a greater probability of site contamination. A full list can be found on the Ministry for the Environment's website [www.mfe.govt.nz/issues/hazardous/contaminated/hazardous-activities-industries-list.pdf](http://www.mfe.govt.nz/issues/hazardous/contaminated/hazardous-activities-industries-list.pdf)

Has the piece of land subject to this application been used for (including its present use), or is it more likely than not to have been used for an activity on the HAIL?

☐ Yes

☒ No

If 'Yes', and your application involves subdividing or changing the use of the land, sampling or disturbing soil, or removing or replacing a fuel storage system, then the NES may apply and you may need to seek consent for this concurrently in your application.

**SITE VISIT REQUIREMENTS**

In order to assess your application it will generally be necessary for the planning officer to visit your site. This typically involves an outdoor inspection only, and there is no need for you to be home for this purpose.

Are there any locked gates, security systems or anything else restricting access by Council staff? ☐ Yes ☒ No

Are there any dogs on the property? ☐ Yes ☒ No

Do you require notice prior to the site visit eg if the property is tenanted? ☐ Yes ☒ No

Are there any other health and safety issues Council staff should be aware of before visiting your site?  
If so please provide details so Council staff can take the necessary precautions:



## FEES

An initial fee must be paid before we can process your application.

I enclose the initial fee of \$

I understand that the Council may invoice me for the actual and reasonable costs incurred in processing this application as identified in section 36 of the Resource Management Act and the Council's current schedule of fees.

A development contribution may be required to proceed with an approved development for:

- additional household units
- increase in gross floor area of commercial developments.

Details of exact fees applying in different areas are contained in the Development Contributions Policy available from the Council.

## ADDITIONAL FEES

Further charges will be invoiced if there is additional time spent processing requests or for expenses incurred. Additional fees may be charged once a decision on your application is made or during processing. Additional fees will only be charged for amounts over \$65. Likewise, refunds will only be made for unused amounts over \$65.

## OUR TERMS OF PAYMENT

Payment of additional fees is due by the 20th of the month following an invoice. If payment is not received, you will be liable for all legal and collection fees.

The declaration below must be signed by the person(s) or entity responsible for paying the costs of processing this application. If you are an agent, you will need to obtain the signature of the person(s) responsible for paying the fees before submitting the application to the Council.

## DECLARATION

Subject to my rights under sections 357B and 358 of the RMA to object to any costs, I undertake to pay all costs associated with this application. I also agree to pay all the costs (including debt-collection or legal fees) of recovering any unpaid costs.

## SEND ALL INVOICES TO

Full name

Royal New Zealand Punah Scenty

Postal address

6 Linden Ave Tawa

Applicant/Agent/Other (give details)

Phone

021427347

Email

lan@irbuild.co.nz

I have read and understand the above conditions.

Signed

Date

## NOTES FOR THE APPLICANT

Incomplete applications will be returned. The Council may also request further information under Section 92 of the Resource Management Act 1991, to better understand the potential effects of the proposal.

Once this application is lodged with the Council, it becomes public information. If there is sensitive information in the proposal, please let us know.

The Council may require a registered surveyor to certify contours, natural ground level, building site(s) or structure(s), location of boundaries or any other feature which may affect this proposal.

## PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991, and so that statistics can be collected by Wellington City Council. The information will be stored on a public register and held by Wellington City Council.

Under the Privacy Act 1993, you have the right to see and correct personal information.





P O Box 40 -651 Upper Hutt  
E Mail: [ian.rattray@xtra.co.nz](mailto:ian.rattray@xtra.co.nz)  
Phone: (04) 5267711  
Fax: (04) 5267105  
Cell (021) 427347

**Tawa / Linden Plunket**

**New Plunket Rooms**

**Resource Consent Application**

**Assessment of Effects**

**Prepared for**  
RNZPS – Wellington Wairarapa Area Society Inc  
6 Linden Avenue  
Tawa



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## 1. Introduction

The RNZPS (Plunket) wishes to replace the existing Plunket rooms building on their site at 6 Linden Avenue Tawa with a new purpose built building.

It is proposed to construct the new building off site at the Whitireia Polytechnic Carpentry School. Once the building is closed in and lined internally it is proposed to relocate the building using house moving trucks to the Plunket site and place the building on new timber pile foundations and finish the building off internally and connect to the existing services infrastructure on site.

Prior to the buildings arrival it is proposed to demolish the old Plunket rooms and undertake some minor localised back filling of the building foot print with new fill to create a level site above the creek level at the rear of the site. This will alleviate surface flooding that is a common occurrence on site currently.

Wellington City Council are currently undertaking maintenance and upgrading works in the creek at the rear of the site and this will tie in with the proposed site works on the Plunket site.

There are also plans to create a new back yard play area and parking area on a strip of land that is part of the neighbouring Church site at 4 Linden Avenue. This land is not used by the church and sits on the same level as the Plunket site. I have attached a Memorandum that has been drawn up outlining the use of the Church land by Plunket. The building sits entirely within the Plunket site.

We are seeking a land use consent for the following activities

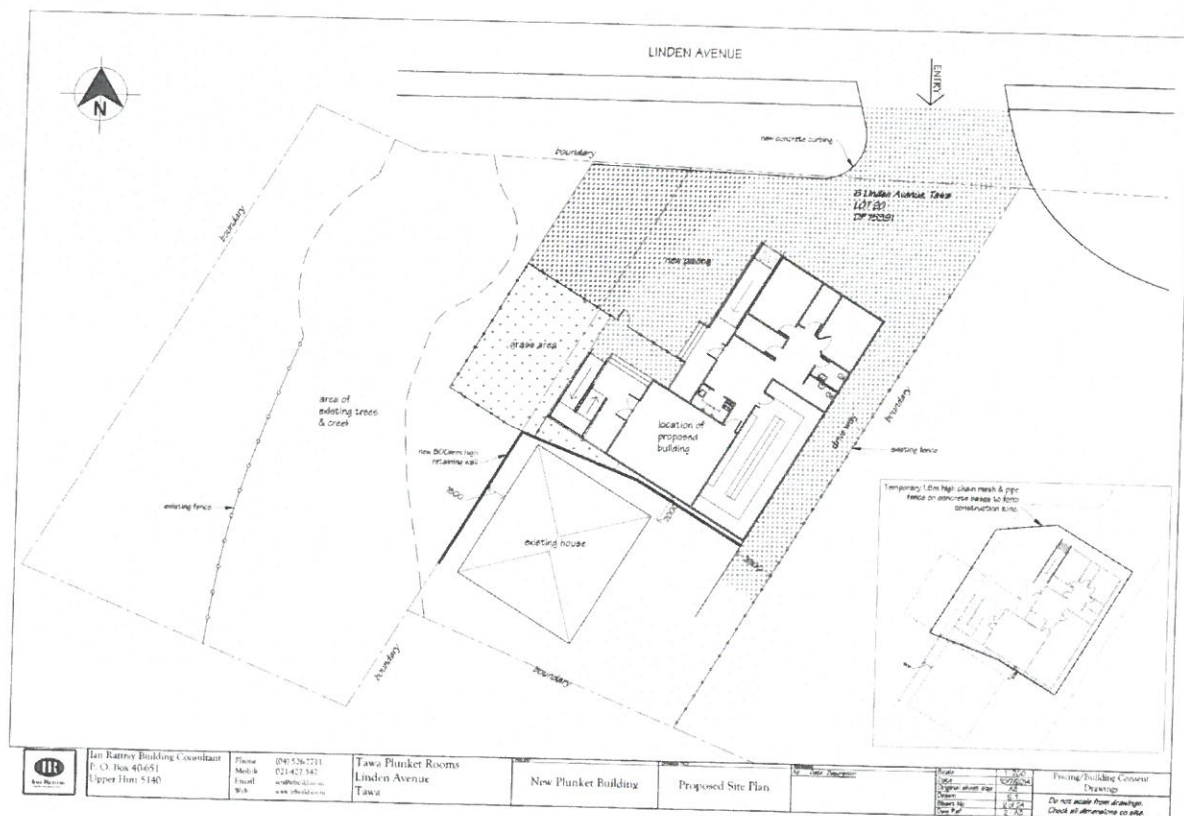
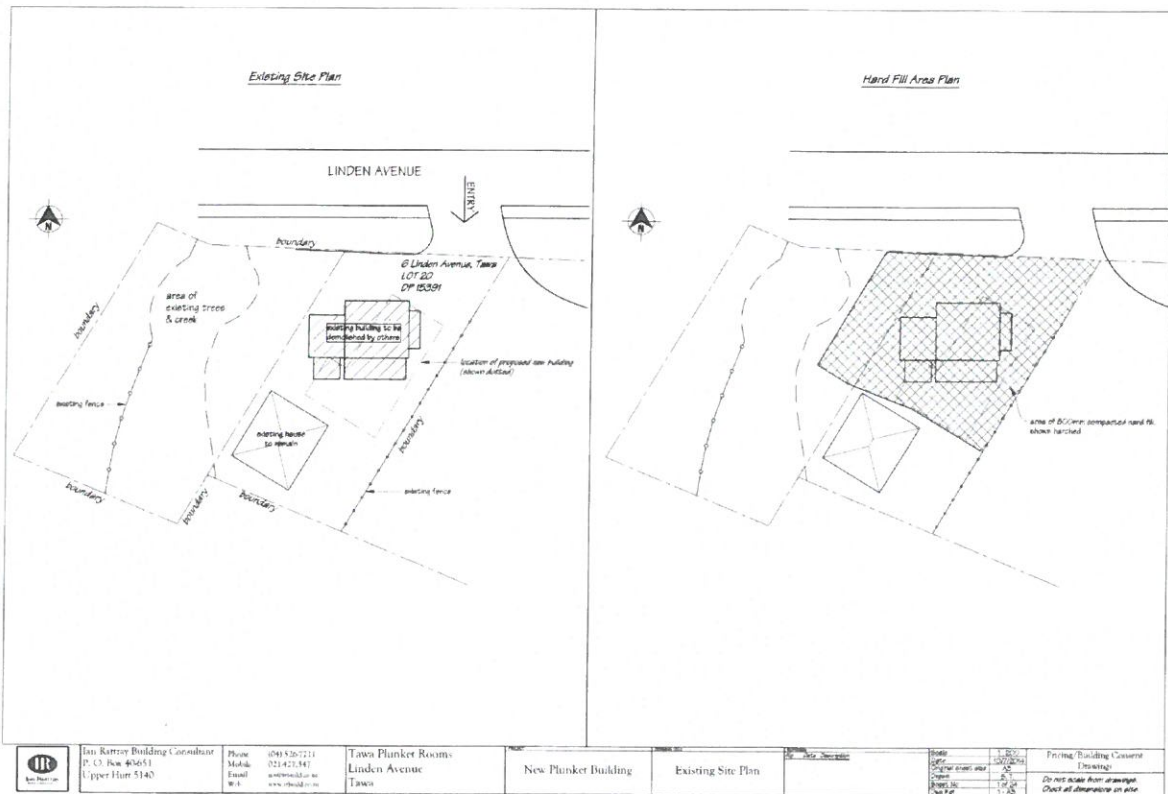
- Renew the use of the residential site for Plunket Rooms
- Relocate a new building onto the site

The back filling of the site is reasonably minor with less than 50 cubic meters of material being imported and an approximate change in level of around 800mm.

There is no work planned at all in the creek bed or on the banks of the creek.



## 2. Site Location



Site Name: Tawa Linden Plunket Rooms  
Address: 6 Linden Avenue Tawa  
Legal Description: Lot 20 DP 15391

### 3. Use

The new proposal does not change the use of the site. The Plunket has two buildings on the site the rear building which is unaffected by this project is a residential house, the front building is a small single storey timber building used as Plunket rooms to support the Plunket's activities in the Tawa area.

The proposed new building on the front of the site is to replace the existing building which has reached the end of its economic life and is designed to continue to support Plunket's activities on the site.

The site has been used by Plunket for this purpose for several decades and the continuation of the existing use should have no detrimental effects on any neighbouring properties.

### 4. Noise

The Plunket activities involves the support and education of young families and is predominantly used during working hours only. There are some evening meetings but these are infrequent and involve only a small number of people. None of the activities generate excessive noise. There will be no change to the existing use and activities that currently take place on site.

There will some minor noise impacts during the construction phase of the project but this will be mitigated by undertaking work during normal working hours, on week days only.

### 5. Traffic & Parking Issues (see attached site plan)

The current site has a car park for the rental dwelling at the rear of the site which is unaffected by the proposed new development, and parking for two vehicles on site. It is proposed to create a new paved area to the north and western sides of the site and include the development of paving on the adjoining Church land to create a hard stand that is capable of accommodating up to 5 cars.

There is large car park with 40 marked parks on the adjacent eastern boundary which does provide casual parking for the Plunket, Church and a Council reserve.





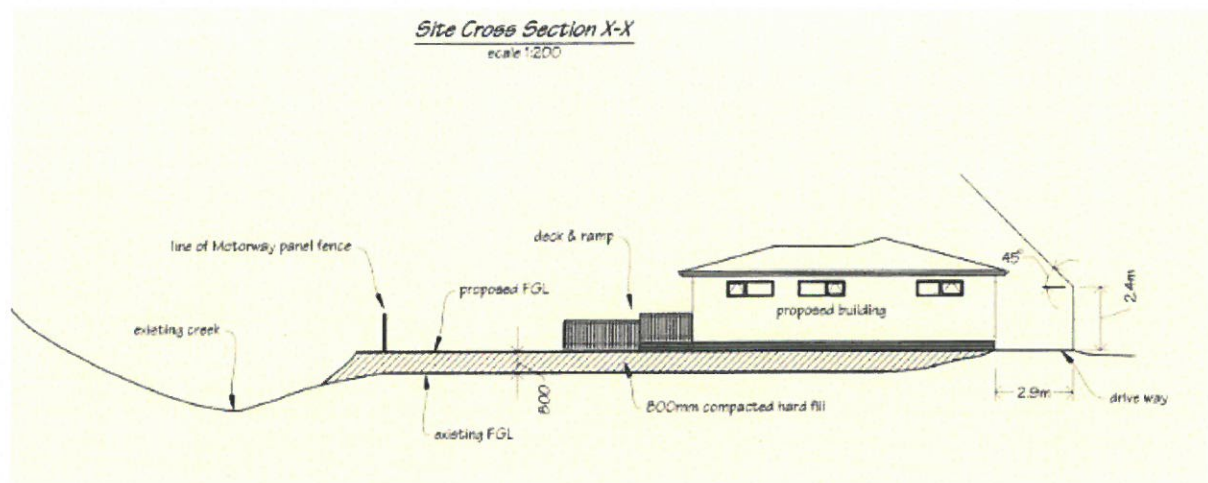
There is no expected increase or change in traffic movements as a result of this development. The site is situated on an arterial road that is capable of dealing with traffic flows generated by the Plunket.

## **6. Accessibility Issues**

The new proposed building will have ramped access to the external door specifically designed to meet the needs of disabled persons. An accessible toilet is being provided. There is no formal built in reception area, there will be however a range of furniture provided to support people with disabilities. A dedicated accessible car park will be marked and provided on the new paving to the west of the new building.

## **7. Sunlight Recession Plane Issues**

The building is located within the site boundaries and within the sunlight recession planes. There are no neighbouring residential properties and the building has no effects on neighbouring properties. The building is a single level light framed timber structure of similar design and architecture to other structures in the area. The building lines are traditional and consistent in design with other buildings in the area.



## 8. Conclusion

We seek approval to relocate the building on the basis that the building is a new building, sound, well-constructed and fit for purpose. It is similar in appearance to the other buildings in the area and sits within the built environment on site. There is little impact on traffic and adequate onsite parking for the proposed activity. There will be some minor disruptions caused by the construction process, but this will be mitigated by working during normal working hours by reputable contractors operating under strict site management systems. The construction program is expected to be 6 weeks long.

Plunket has carried out its activities on this site for several decades and continued use of the site for this purpose will not change how the site is currently used or negatively affect any amenity values in the immediate area.

Please feel free to contact me should you have any queries in relation to this application.

Regards

Ian Rattray  
Project Manager

## 9. Attachments

- Plans with elevations and planning issues shown
- Legal Information
- Affected persons consent
- Memorandum for use of church land.



TAWA PLUNKET ROOMS  
NEW PLUNKET BUILDING

Linden Avenue  
Tawa

DRAWINGS

<i>Page No</i>	<i>Ref No</i>	<i>Description</i>	<i>Scale</i>
Page 1	1-A3	Existing Site Plan	1:200
Page 2	2-A3	Proposed Site Plan	1:200
Page 3	3-A3	Site Cross Section	as shown
Page 4	4-A3	Floor Plan	1:100
Page 5	5-A3	Sub-floor Framing Plan	1:100
Page 6	6-A3	Bracing Plan	1:100
Page 7	7-A3	Floor Coverings & Roofing Plans	1:100
Page 8	8-A3	Lintel Plan	as shown
Page 9	9-A3	Electrical Plan	1:100
Page 10	10-A3	Paving & Fencing Plans	as shown
Page 11	11-A3	Site Services	1:200
Page 12	12-A3	Services Plan	1:100
Page 13	13-A3	Cross Section A - A	1:50
Page 14	14-A3	Cross Section B - B	1:50
Page 15	15-A3	Cross Section C - C	as shown
Page 16	16-A3	Cross Section & Retaining Wall Details	as shown
Page 17	17-A3	Flashing Details 1	1:3
Page 18	18-A3	Flashing Details 2	1:3
Page 19	19-A3	Cantilever Pile Details	N.T.S.
Page 20	20-A3	Anchor pile Details	N.T.S.
Page 21	21-A3	Accessible Ramp Details	as shown
Page 22	22-A3	Window Schedule	1:40
Page 23	23-A3	Door Schedule	1:40
Page 24	24-A3	Exterior Elevations	1:100

**NOTES:**

Drawings to be read in conjunction with attached Francis O'Riley Consulting Engineers Ltd foundation design report and details.

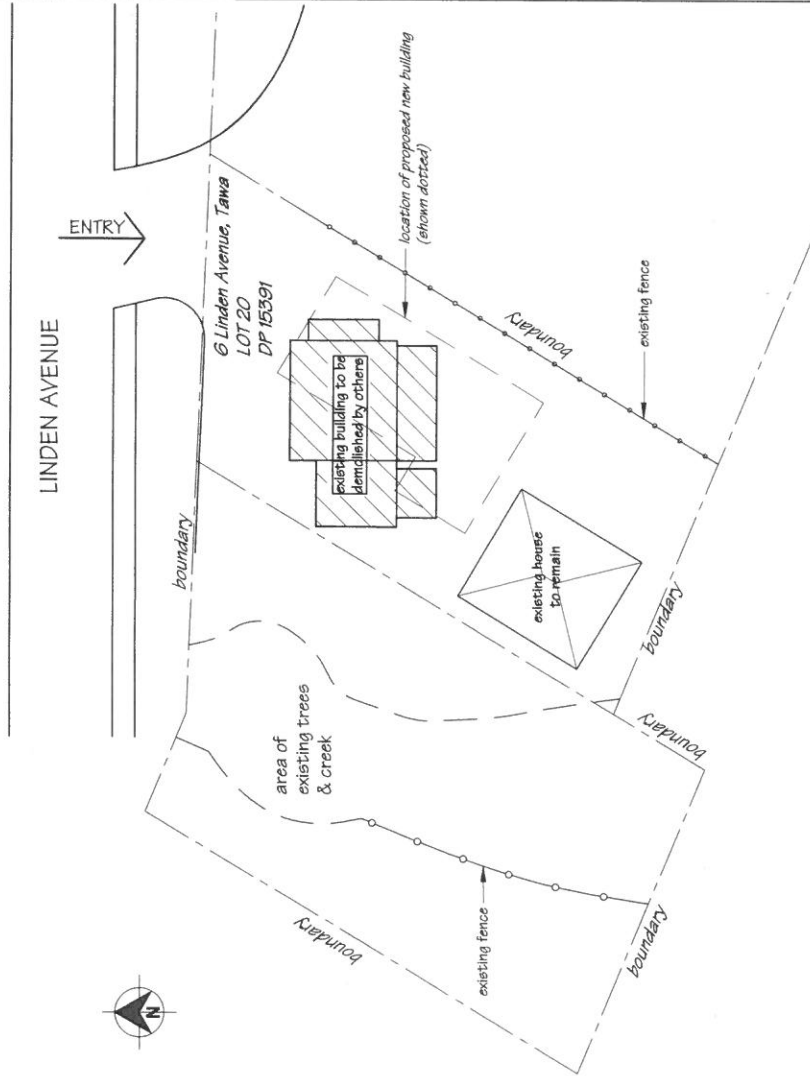
Pricing/Building  
Consent  
Drawings



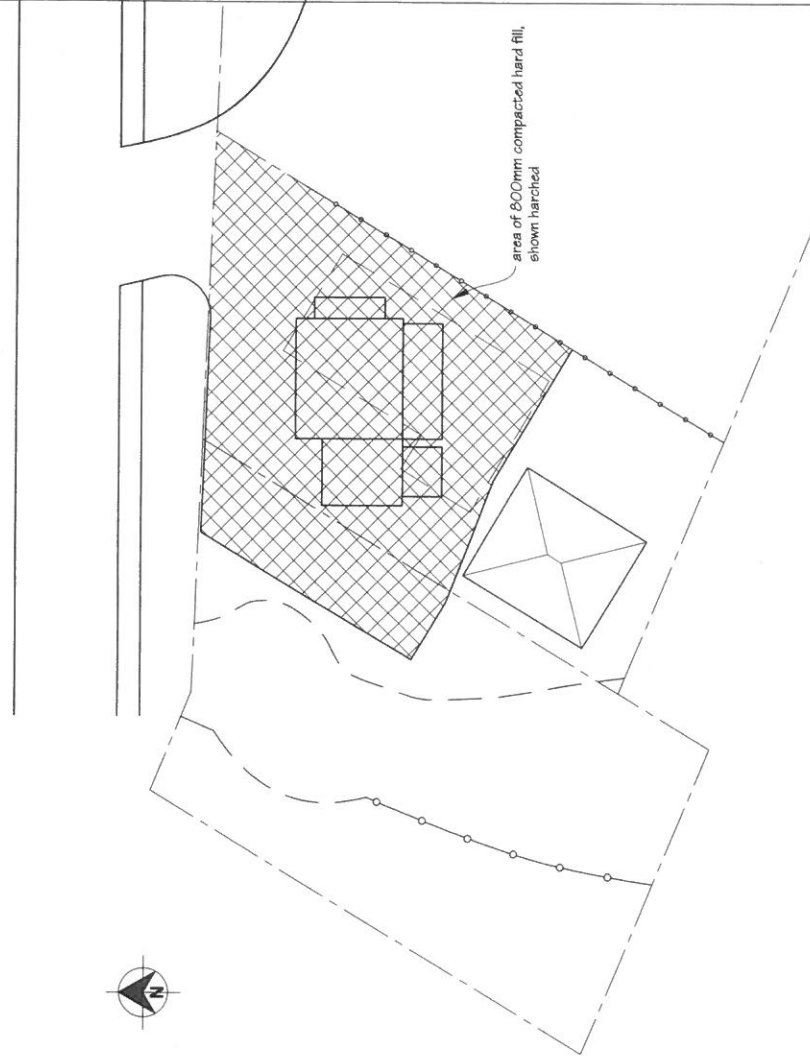
Ian Rattray Building  
Consultant  
P. O. Box 40-651  
Upper Hutt 5140

Phone 526-7711  
Mobile 021-427-347  
Email ian@irbuild.co.nz  
Web www.irbuild.co.nz

# Existing Site Plan



# Hard Fill Area Plan



 <b>Ian Rattray Building Consultant</b> P. O. Box 40-651 Upper Hut 5140	Phone (04) 526-7711 Mobile 021-427 347 Email ian@rbuild.co.nz Web www.rbuild.co.nz	<b>Tawa Plunket Rooms</b> Linden Avenue Tawa	<b>Existing Site Plan</b>	<b>Project No.</b> <b>Date</b> <b>Description</b>	<b>Scale</b> 1:200 <b>Date</b> 10/07/2014 <b>Original sheet size</b> A3 <b>Drawn</b> S.T. <b>Sheet No</b> 1 of 24 <b>Proj. Ref</b> 1 - AS	<b>Pricing/Building Consent</b> Drawings Do not scale from drawings. Check all dimensions on site.



LINDEN AVENUE



new concrete curbing

boundary

6 Linden Avenue, Tawa

LOT 80

DT-15391

new paving

grass area

area of  
existing trees  
& creek

new 800mm high  
retaining wall

1500

2000

location of  
proposed  
building

existing fence

boundary

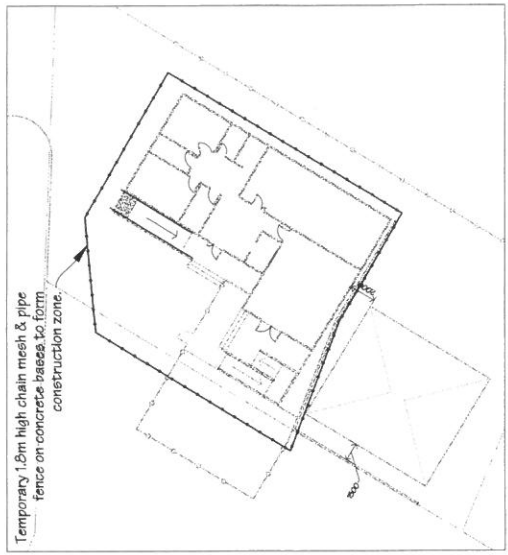
drive way

existing house

boundary

boundary

Temporary 1.8m high chain mesh & pipe  
fence on concrete bases to form  
construction zone.

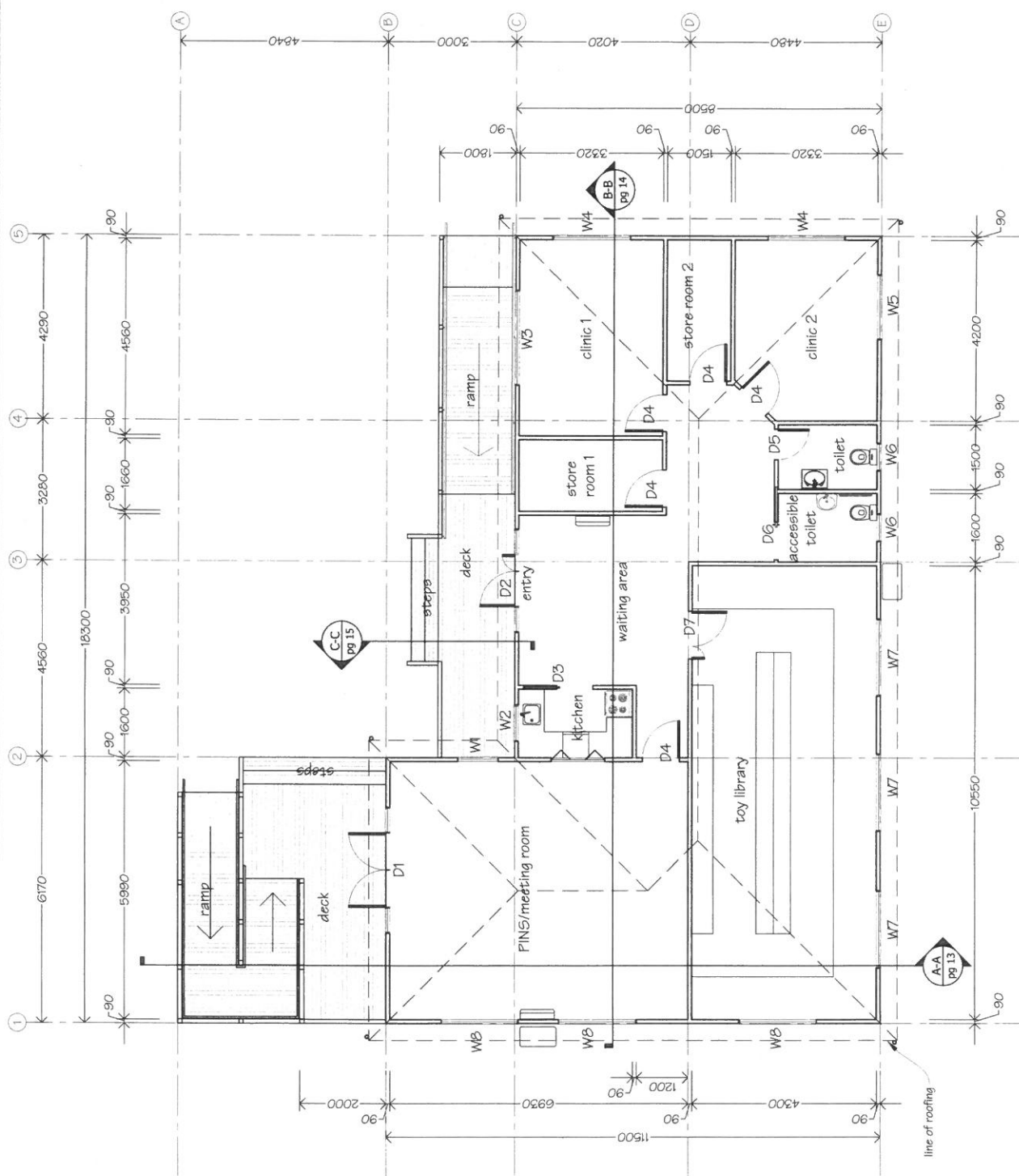


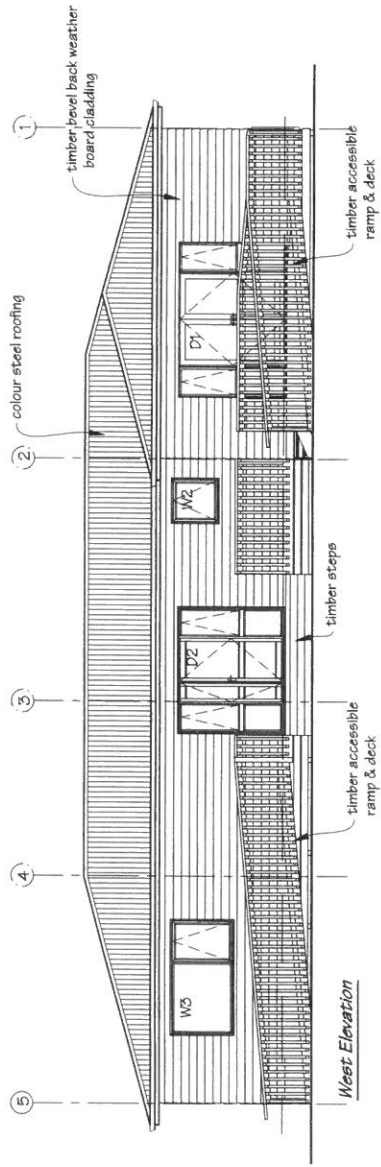
 <b>Ian Rattray Building Consultant</b> P. O. Box 40-651 Upper Hutt 5140	Phone (04) 526-7711 Mobile 021-427 347 Email ian@irbuild.co.nz Web www.irbuild.co.nz	<b>Tawa Plunket Rooms</b> Linden Avenue Tawa	<b>Proposed Site Plan</b>	<b>Scale</b> 1:200 Date 10/12/04 Original sheet size A3 Drawn S.T. Sheet No 2 of 24 Dwg Ref 2 - A3	<b>Pricing/Building Consent</b> Drawings Do not scale from drawings. Check all dimensions on site.

This architectural site plan illustrates the layout of the 'Kloster der Heiligen Elisabeth' in Garmisch-Partenkirchen. The plan is oriented with North at the top, indicated by a compass rose. The main building complex is situated within a dashed rectangular boundary. The plan includes a large central hall, a church with a cross, and various smaller structures. The site is bounded by a dashed line, and the surrounding area is marked with a grid and coordinates.

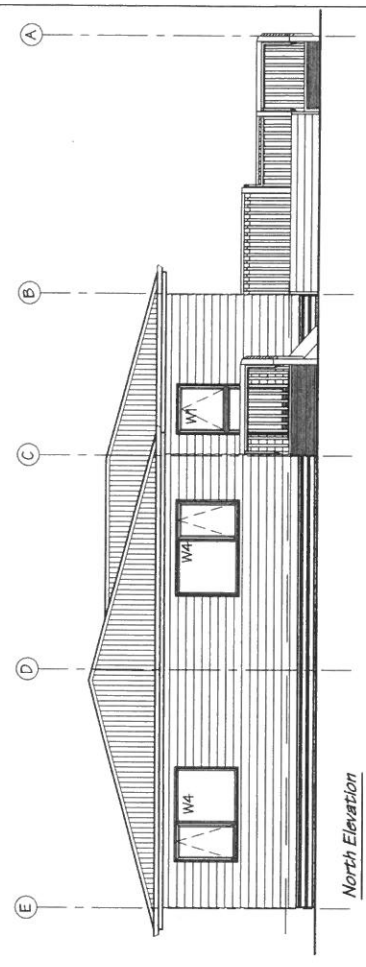
 <b>Ian Rattray</b> Building Consultant	Phone (04) 526-7711 Mobile 021-427 347 Email ian@irbuild.co.nz Web www.irbuild.co.nz	Tawa Plunket Rooms Linden Avenue Tawa	PROJECT New Plunket Building Site Cross Section	ISSUES		as shown		Pricing/Building Consent Drawings  Do not scale from drawings. Check all dimensions on site.
				Date Description		Scale	Date	
						Original sheet size	10/7/2014	
						Drawn	A5	
						Checked	S.L.	
		Drawn	3 of 24					



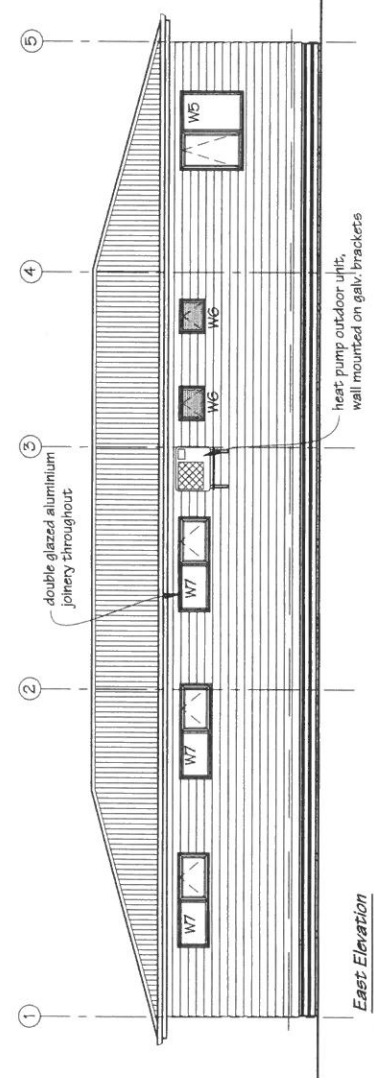




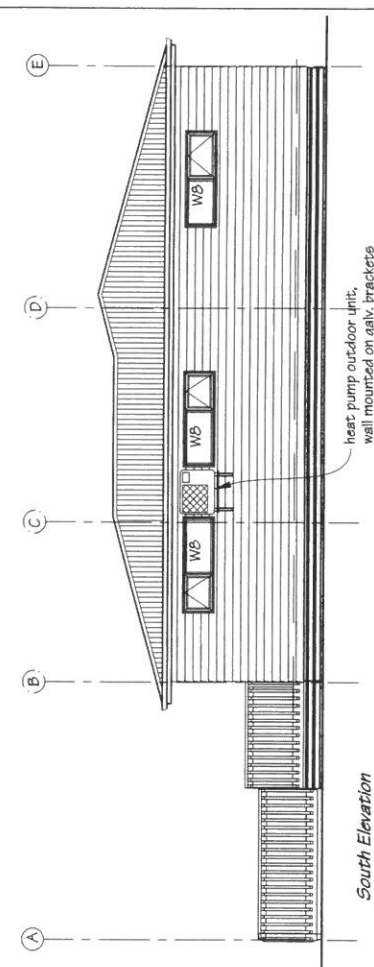
West Elevation



North Elevation



East Elevation



South Elevation

**PAINTING**  
Allow to paint weatherboard cladding, fascia & barge boards, and all miscellaneous exterior timber trim.  
(colours to be advised)

PROJECT		PROJECT TITLE		PROJECT	
Project No	107/2014	Project Description	Exterior Elevations	Project Name	New Plunket Building
Scale	1:100	Drawn	10/7/2014	Project Address	Tawa Plunket Rooms Linden Avenue Tawa
Original sheet size	A3	Drawn	S.T.	Project Phone	(04) 526-7711
Sheet No	24 of 24	Drawn	24 of 24	Project Mobile	021-427-347
Dwg Ref	24 - A3	Drawn	24 - A3	Project Email	ian@rbuild.co.nz
Pricing/Building Consent Drawings		Do not scale from drawings. Check all dimensions on site.		Project Web	www.rbuild.co.nz



Duplicate Original

Register-book,

Vol. 596, folio 209

Reference: Vol. 584, Folio 246  
Transfer No. 360097  
Order for N/C No.

NEW



ZEALAND

# CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate, dated the Twenty first day of April, one thousand nine hundred and fifty three  
under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON  
Witnesseth that  
THE ROYAL NEW ZEALAND SOCIETY FOR THE HEALTH OF WOMEN AND CHILDREN (JOHNSONVILLE BRANCH) (INCORPORATED)

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial and written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 32 PERCHES more or less situate in the Tawa Flat Town District being part of Section 52 of the Porirua District and being also Lot 20 on Deposited Plan No. 15397



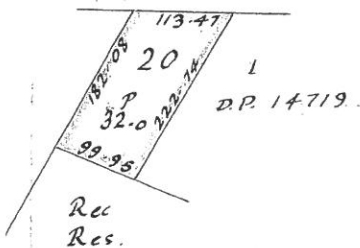
District Land Registrar.

*K37071 Evidence of the change of name of the registered proprietor to The Royal New Zealand Society for the Health of Women and Children Tawa Branch (Incorporated) produced 3rd August 1955 at 11.40 am*  
*Thos H. R. R.*

Transfer 539433 to The Royal New Zealand Society for the Health of Women and Children Tawa-Linden Branch (Incorporated) - 7.9.1962 at 2.10 p.m.  
*W. L. R.*

No. 458596.1 Evidence of the change of name of the registered proprietor to Royal New Zealand Plunket Society (Tawa-Linden Branch) incorporated - 19.11.1981 at 2.10 p.m.  
*J. L. R.*

Linden Ave



Scale: 1 1/2 Chains to an inch  
d.  
2nd.  
old.



DOCUMENTS HELD BY IZARD WESTON FOR  
ROYAL NEW ZEALAND PLUNKET SOCIETY (TAWA-LINDON BRANCH)  
INCORPORATED

<i>Document</i>	<i>Date/Description</i>	<i>Ref.</i>
Common seal		
Certificate of Title	Lindon Avenue	WN596/209
Certificate of Title	Oxford Street	WN546/38
Deed of Licence	28 October 1959	Tawa Borough Council
Rules & Certificate of Incorporation	5 November 1959	
Alteration of Rules	1 November 1984	
Alteration of Rules	2 December 1985	
Amended Rules	6 May 1991	
Amended Rules	12 May 1992	

501  
38

Duplicate Original  
NEW ZEALAND

[Land and Deeds—4.]

Form B.

reference: { Vol. 501 , Folio 177.  
Transfer No. 318705.  
Application No.  
Order for N/C No.



Register-book.

Vol. 546 , folio 38

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate, dated the Thirtieth day of May, one thousand nine hundred and Forty-nine under the hand and seal of the District Land Registrar of the Land Registration District of WELLINGTON Witnesseth that THE ROYAL NEW ZEALAND SOCIETY FOR THE HEALTH OF WOMEN AND CHILDREN (JOHNSONVILLE BRANCH) (INCORPORATED)

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial under written or endorsed hereon, subject also to any existing right of the Crown to take and lay off roads under the provisions of any Act of the General Assembly of New Zealand) in the land hereinafter described, as the same is delineated by the plan hereon bordered green, be the several admeasurements a little more or less, that is to say: All that parcel of land containing TEN DECIMAL TWO SEVEN (10.27) PERCHES more or less situate in Block VII of the Belmont Survey District being part of Section 43 of the Porirua District and being also Lot 9 on Deposited Plan No. 12683 (Town of Tawa Extension No. 21)



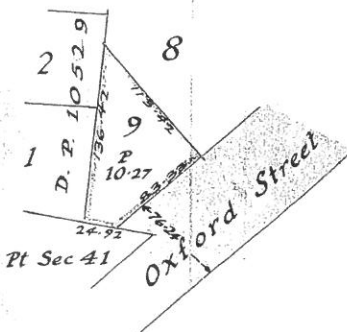
Assistant District Land Registrar.

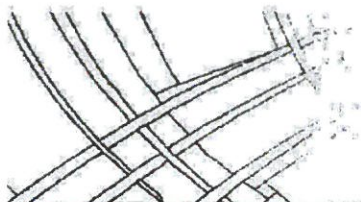
No. 539432 evidence of the change of name of the registered proprietor to The Royal New Zealand Society for the Health of Women and Children Mana Branch (Incorporated) - 27.9.1962 at 2.9 p.m.

Transfer 539433 to The Royal New Zealand Society for the Health of Women and Children Tawa-Linden Branch (Incorporated) - 27.9.1962 at 2.10 p.m.

No. 458596.1 Evidence of the change of name of the registered proprietor to Royal New Zealand Plunket Society (Tawa-Linden Branch) Incorporated - 19.11.1981 at 2.10 p.m.

A.L.R.





## Written approval of affected persons (RMA 1991 595)

Development Planning & Compliance  
Wellington.govt.nz/services/reconsent

### Applicant's details

Full names Royal New Zealand Plunket Society Tawa Linden Branch

Address of proposed activity 4 LINDEN AVENUE TAWA

Brief description of proposed activity (eg new house or garage, earthworks) RENOVATION OF A NEW BUILDING AND ASSOCIATED SITE WORKS FOR USE AS A PLUNKET ROOMS ON EXISTING SITE

### Affected persons (please print)

Full names TAWA CHRISTADELPHIAN ECCLESIA

Address of affected property 4 LINDEN AVENUE TAWA

I am/we are the ~~OWNER(S)~~/OCCUPIER(S) (delete one) of the property.

I have authority to sign on behalf of all the other ~~OWNERS~~/OCCUPIERS (delete one) of the property.

In most cases the Council will require the approval of the legal owners and the occupiers of the affected property.

You should only sign below if you support or have **no opposition** to approval of the application for resource consent you have been asked to consider.

- 1 I/We have been given details of the full and final proposal, including a copy of the application form, assessment of the environmental effects and plans, and plans to which I/we are giving approval.
- 2 I/We agree that we have signed the resource consent application and each page of the plans shown to us relating to this application.
- 3 I/We understand that by giving my/our written approval, the Council cannot take account of any actual or potential effects of the activity on my/our property when considering the application. The fact that any such effects may occur shall not be relevant grounds on which the Council may refuse to grant its consent to the application.
- 4 Further, I/we understand that at any time before the application is finalised, I/we may give notice in writing to the Council that this approval is withdrawn, under S104(4) of the Resource Management Act 1991.

Signature(s) [Signature]

Date 20/11/2014

### Privacy information

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991, and so that statistics can be collected by Wellington City Council. The information will be stored on a public register and held by Wellington City Council. Under the Privacy Act 1993, you have the right to see and correct personal information Wellington City Council holds about you.



Dated: day of

2014

**RNZPS - WELLINGTON WAIRARAPA AREA SOCIETY INCORPORATED ("Plunket")**

**TAWA CHRISTADELPHIANS ECCLESIA  
("The Tawa Christadelphians")**

**MEMORANDUM OF AGREEMENT**

**IZARDWESTON**  
LAWYERS

79250002  
MJS3914-337023.1

## MEMORANDUM OF AGREEMENT

This Agreement dated                      day of                      2014

### PARTIES

1.      **RNZPS - WELLINGTON WAIRARAPA AREA SOCIETY INCORPORATED.**  
("Plunket").
2.      **TAWA CHRISTADELPHIANS ECCLESIA** ("the Tawa Christadelphians").

### BACKGROUND

- A.      Plunket is the registered proprietor of the property known as 6 and 6A Linden Avenue, Tawa known as lot 20 on DP 15397 and described in Computer Freehold Register WN596/209.
- B.      The Tawa Christadelphians are the registered proprietors of the adjacent property known as 4 Linden Avenue, known as Lot 19 on DP 15397 and described in Computer Freehold Register WN 592/2146.
- C.      A residential rental property and the present clinic rooms are located on the property owned by Plunket.
- D.      Two church buildings are located on the Tawa Christadelphians' property.
- E.      Between the two properties, and located on the Tawa Christadelphians' property is streambed which is bordered by a steep bank.
- F.      Duncan Park, belonging to the Wellington City Council, is located behind the Plunket property.
- G.      The Plunket property has been plagued by flooding which occurs mostly within Duncan Park and from there, out on to Linden Avenue.
- H.      Wellington City Council has commissioned works to prevent, mitigate or control the overflow and flooding issues which occur during extreme and frequent storm events due to the inadequacy of the services provided by the existing drainage system and flows in the vicinity of Duncan Park.

- I. The Wellington City Council's works will include the installation of a larger inlet screen to an existing culvert and the creation of controlled overflow point and safe conveyance channel to a secondary inlet located within Duncan Park.
- J. Part of the Wellington City Council's works will involve raising the bank of the streambed between the buildings on Plunket's property and those on the Tawa Christadelphians' property, and forming a bund on Plunket's land between Duncan Park and the rental accommodation at 6A Linden Avenue.
- K. Notwithstanding the Wellington City Council's works, Plunket wishes to raise the level of part of the land belonging to the Tawa Christadelphians to help mitigate flooding on the Plunket property and to create some usable car parking space on the Tawa Christadelphians' property which will be available to Plunket under this Agreement.
- L. Plunket and the Tawa Christadelphians wish to record in this Agreement, their agreement in relation to the flood mitigation works and the development of the Tawa Christadelphians' property to provide a usable area for car parking.

#### AGREED AS FOLLOWS

##### 1. Interpretation:

In this Agreement unless the context indicates otherwise:

- 1.1 **"Plunket's property"** means the property at 6 Linden Avenue, Tawa, Wellington more particularly described as an estate in fee simple containing 809m<sup>2</sup> more or less being Lot 20 on DP15397 as described in Computer Freehold Register WN596/209;
- 1.2 **"The Tawa Christadelphians' property"** means the property at 4 Linden Avenue, Wellington more particularly described as an estate in freehold comprising 1099m<sup>2</sup> more or less known as Lot 19 on DP15397 and more particularly described in Computer Freehold Register WN 592/146;
- 1.3 **"Plunket's buildings"** means the two building presently located on Plunket's land and shown on the **attached** aerial photograph as "6" and "6A";



- 1.4 **"the Tawa Christadelphians' buildings"** means the buildings located on the Tawa Christadelphians' property and shown on the **attached** aerial photograph as "2" and "330A";
- 1.5 **"Duncan Park"** means the land which is Lot 26 on DP15397 and which is located behind Plunket's property;
- 1.6 **"Plunket's works"** means the flood mitigation works to be undertaken at Plunket's cost on the Tawa Christadelphians' property as set out in Opus Project documents for Project 3-51156.04 dated 9 June 2014 which the parties have each viewed and the works specified in Schedule 1 which are associated with the car parking area.
- 1.7 **"Car parking area "** means the triangular area on the Tawa Christadelphians' property shown on the aerial photograph **attached** as Annexure 1
- 1.8 **Defined expressions:** expressions defined in the main body of this Agreement have the defined meaning in the whole of this Agreement including the background recitals;
- 1.9 **Gender:** words indicating one gender include the other genders;
- 1.10 **Headings:** section, clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- 1.11 **Negative obligations:** an obligation not to do anything includes an obligation not to allow that thing to be done;
- 1.12 **Parties:** references to parties are references to parties to this Agreement;
- 1.13 **Persons:** references to persons include references to individuals, companies, corporations, partnership, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 1.14 **Plural and singular:** words indicating the singular number include the plural and vice versa.

## 2. Plunket's works and WCC's works

- 2.1 Plunket will pay all of the costs of Plunket's works including GST.
- 2.2 The Tawa Christadelphians acknowledge that Plunket's works will be in addition to the works commissioned by Wellington City Council through Opus International Consultants Limited which are also to be undertaken with a view to mitigating flooding issues on Plunket's property at Wellington City Council's expense.
- 2.3 The Tawa Christadelphians acknowledge the nature and extent of the Wellington City Council works to be undertaken through Opus International Consulting Limited as set out in the Opus Project documents for Project 3-51156.04 dated 9 June 2014. These works are to be undertaken to the south of Plunket's works, and will be in part on Plunket's property.

3. **Acknowledgement of effects**

- 3.1 The Tawa Christadelphians acknowledge that Plunket's works will be of benefit to the Tawa Christadelphians' property but that the works will likely involve noise and interruptions which the Tawa Christadelphians may find disturbing and inconvenient to occupiers and users of the buildings on the Tawa Christadelphians' property throughout the course of the works. The Tawa Christadelphians accept any such disturbances as an unavoidable part of Plunket's works.
- 3.2 The Tawa Christadelphians also acknowledge that Plunkets' works will result in a semi-permanent change to the contours and topography of the Tawa Christadelphians' property, as an integral part of that, works is that Plunket may raise the level of the land in the car parking area and agree that they will not require Plunket to remove any alteration to the contour and appearance of the property, or to remediate it at the end of the term of this Agreement
- 3.3 The Tawa Christadelphians further agree that they will not require the removal of any of Plunket's works or other improvements of any kind which have been installed on the car parking area on the Tawa Christadelphians' property by Plunket as part of Plunket's works in bringing that part of The Tawa Christadelphians' property to a state and condition adequate to provide usable parking ( including grassed or playground areas) by Plunket for its employees, invitees and agents using Plunket's property.

4. **Plunket's new buildings**

The Tawa Christadelphians acknowledge that Plunket intends to remove the building shown "6" in the attached aerial photograph from Plunket's property and to install a new building there on part of that property including on land which will be filled to a level which is approximately one (1) metre higher than the present level of the land on Plunket's property

5. **Use of The Tawa Christadelphians' property by Plunket**

The Tawa Christadelphians hereby agree to allow Plunket, its employees, agents, visitors and invitees to the Plunket property to have access to, and use the car parking area for so long as the Tawa Christadelphians own the Tawa Christadelphians' property or for the duration of this Agreement, whichever is the lesser period, but always free of charge.

6. **Plunket's responsibility**

- 6.1 Plunket hereby agrees to be responsible for any and all development costs, public liability and maintenance of the works and improvements undertaken by Plunket such that the Tawa Christadelphians cannot be held responsible for the safety of, maintenance of, or corrections to, any improvements or developments made by Plunket in undertaking and completing Plunket's works, subject to clause 7.8 hereafter.
- 6.2 Plunket further agrees that it will be responsible for meeting any legal responsibilities and liabilities associated with Plunket's works including any and all consent requirements, council liaison & notifications, conformity issues and non-compliance issues, and any and all consequential costs arising from Plunket's works.
- 6.3 The parties acknowledge and agree that Plunket will not be responsible to maintain the stream bed or any other part of the Tawa Christadelphians' property, or to keep the stream bed clear of rubbish, as required by the Local Authority.



## 7. Use of car parking area

The parties agree:

- 7.1 That Plunket shall have the permanent exclusive use of the car parking area and all car parks located on Plunket's property, ( But not including any located in the vicinity of the rental accommodation on Plunket's property, and allocated for use by occupiers of that accommodation) ("Plunket's car parks) , during its normal hours of operation which the parties acknowledge to be between 8.00 a.m. and 6.30 p.m. Monday to Friday.
- 7.2 That the Tawa Christadelphians shall be entitled to exclusive use of the car parking area and Plunket's car park, free of charge, every Sunday for the duration of this Agreement or for so long as Plunket owns Plunket's property, whichever is the lesser period.
- 7.3 That the parties shall share the use of the car parking area and Plunket's car parks at all other times, by mutual agreement, but Plunket acknowledges that the Tawa Christadelphians may require use of all car parks in the car parking area exclusively on certain Wednesday evenings after 6.30 p.m. and on certain Saturday afternoons and evenings. The Tawa Christadelphians acknowledge that Plunket may require the use of all car parks in the car parking area exclusively on Monday and Tuesday evenings, as well as during Saturday mornings.
- 7.4 That the Tawa Christadelphians shall have the use of any driveway established by Plunket on Plunket's property to provide access to the car parking area for the duration of this Agreement, or for so long as Plunket owns Plunket's property, whichever is the lesser period.
- 7.5 Plunket shall supply, install and maintain a sign which identifies the car parking area and "Plunket's car parks as *"Private"* TO THE INTENT that no other party shall be entitled to use them for car parking purposes.
- 7.6 Neither party shall be entitled to grant consent for any other third party to use the car parks on the car parking area, or Plunket's car parks, without the written consent

of the other party first had and obtained, such consent not to be unreasonably or arbitrarily withheld.

7.7 Plunket's use of the car parking area during the term of this Agreement shall be free of charge.

7.8 In the event that any damage is caused to the car parking area or to the car parks on Plunket's property as a result of the actions or inactions of one party or its invitees, agents or employees, then that party shall be responsible for the necessary repair or remedial costs.

**8. Duration of Agreement**

8.1 This Agreement shall continue to exist between the parties until terminated by at least two months written notice from one party to the other.

8.2 The Tawa Christadelphians do not warrant or agree that any subsequent registered proprietor of The Tawa Christadelphians land shall be bound by this Agreement.

8.3 Plunket shall not be entitled to caveat the title to the Tawa Christadelphians property to protect its rights and interests under this Agreement

**9. No compensation**

9.1 Plunket shall not be entitled to any compensation for any of the works or improvements which it establishes on the Tawa Christadelphians' property pursuant to this Agreement.

9.2 The Tawa Christadelphians will not claim any compensation or other payment from Plunket at the determination of this Agreement and will not require Plunket to return the Tawa Christadelphians' property to the state which it existed prior to the this Agreement and the commencement of Plunket's works.

**10. Dispute Resolution**

Two handwritten signatures in black ink, one appearing to be 'No' and the other a stylized 'A' or 'S'.

- 10.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Agreement or relating to any other matter arising under this Agreement will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 10.2 If the parties cannot resolve a dispute or difference within seven (7) working days of any dispute or difference arising then, unless otherwise expressly provided herein, they will without prejudice to any other right, explain whether such dispute or difference can be resolved by agreement between them using mediation. The rules governing any such mediation which is adopted will be agreed between the parties or as selected by the organisation known as the Arbitrators and Mediators Institute of NZINC.
- 10.3 If the parties cannot resolve any dispute or difference between them using mediation, then the dispute or difference shall be settled by reference to arbitration in accordance with sub clause 10.4 which follows.
- 10.4 Any dispute or difference not able to be resolved by agreement or with reference to a mediation in accordance with the foregoing provisions of this clause 10 shall be submitted to arbitration if a single arbitrator, if the parties can agree upon one but, otherwise to two arbitrators (one to be appointed by each of the parties) and their umpire (who shall be appointed by the arbitrators prior to their entering upon the arbitration) such appointment and arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution therefore.

## 11. General

- 11.1 Nothing in this Agreement confers any ownership rights on Plunket in relation to any part of the Tawa Christadelphians' property.
- 11.2 Nothing in this Agreement shall render Plunket responsible for or liable to any party in relation to any part of the Tawa Christadelphians' property which are not used or developed or modified by Plunket under this Agreement PROVIDED ALWAYS that Plunket's responsibility in respect of the car parking area shall be limited to its



obligation to maintain and repair any improvements which it installed on that car parking area.

- 11.3 Any provision of this Agreement may only be varied by written agreement between the parties.
- 11.4 The authorised signatories to this Agreement covenant for of themselves that each has the full authority of its organisation to enter into and bind that party.
- 11.5 All notices and other communications under this agreement to one party from the other must be in writing and sent to the following addresses, or any other address notified by one party to the other:

(a) to Plunket:

C/-Plunket National Office  
Level 3, 40 Mercer Street 6011  
PO Box 5474  
Wellington 6145

(b) to The Tawa Christadelphians at:

Tawa Christadelphians Ecclesia  
P O Box 51-218  
Tawa 5249

All such notices and other communications may be delivered personally or sent by facsimile or by mail. Notice or communications properly given by registered mail will be deemed to be received 5 clear days after posting in a properly addressed and fully prepaid envelope. Notices and other communications given by facsimile will be deemed to be received when confirmation of the transmission is received by the sender.

EXECUTED this

day of

2014

**SIGNED BY RNZPS - WELLINGTON WAIRARAPA  
AREA SOCIETY INCORPORATED.**

in the presence of:



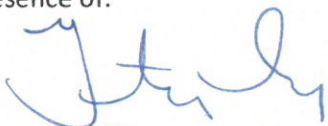
Witness name: Carmela Massa

Occupation: Wellington Wairarapa  
Area Board Secretary

Address: 1 Brydon Way  
Johnsonville.

**SIGNED by TAWA CHRISTADELPHIANS ECCLESIA**

in the presence of:



Witness name: Timothy Crawley


Occupation: Electrical Engineer

Address: 29 Drummond Crescent  
Kelson  
Lower Hutt



Director

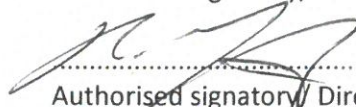
Puket Wellington Wairarapa  
Area Board President.



Authorised signatory/ Director




Authorised signatory/ Director



Authorised signatory/ Director

**Schedule 1****Plunket's works in relation to the car parking area on the Tawa Christadelphians' property:**

- Addition of fill to elevate the ground level of the car parking area above the stream bed level;
- Grassing the south end of the car parking area potentially for use as a playground picnic area;
- Erecting a fence around a grassed area in the middle of the car parking area to fence off the stream;
- Levelling the car parking area to provide an earthen parking surface initially;
- In future, asphaltting to provide a sealed parking area at the northern end.



**Annexure 1**

Site plan and Aerial photograph follows

15

16



Annexure 1

Follows



