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Lodged By Hing, Miranda Brooke
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
935876	North Auckland
NA103B/586	North Auckland
NA105B/560	North Auckland
NA8C/442	North Auckland

Annexure Schedule Contains 23 Pages.

Covenantor Certifications

- I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Philip John Dreadon as Covenantor Representative on 15/12/2020 04:08 PM

Covenantee Certifications

- I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Philip John Dreadon as Covenantee Representative on 15/12/2020 04:08 PM

*** End of Report ***

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Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Fulton Hogan Limited

Covantee

Stevenson Aggregates Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	Section 2 Survey Office Plan 529633 (Record of Title 935876)	Lot 1 DP 56208 (Record of Title NA8C/442); Lot 1-3 DP 177738 and Lot 12 DP 49440 (Record of Title NA105B/560); and Lot 1 DP 169491, (Record of Title NA103B/586)

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Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in the Annexure Schedule:

-

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

-

[Annexure Schedule _____].

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The terms and conditions of the Land Covenants granted by the Covenantor and intended to be appurtenant to the land contained in the Benefited Land are as follows:

1. Interpretation

1.1 In this instrument, unless the context requires otherwise:

- (a) All defined terms take their meaning as set out in Appendix 1;
- (b) The singular includes the plural and the plural includes the singular;
- (c) Headings are inserted for convenience only and do not affect the interpretation of this Instrument;
- (d) Where two or more persons are obliged to perform an obligation, their liability is joint and several;
- (e) Words and phrases that are defined in the RMA have the meaning set out in that Act except where expressly provided for otherwise in this Instrument;
- (f) Where a list or reference to examples is preceded by the word "includes" or "including", that list or reference, or the interpretation of the object, subject, concept or matter that it refers to, is not limited to or by the matters or examples listed; and
- (g) Where a list is preceded by the word "excludes", that list is limited to the matters listed.

1.2 The Covenants apply to:

- (a) Any application for resource consent made by any person to the relevant Consent Authority under section 88 of the RMA after the date of this Instrument relating to Quarry Activities and / or Post Quarry Activities situated on the Benefited Land. For the avoidance of doubt, Post Quarry Activities may commence on parts of the Benefited Land where Quarry Activities will not take place or quarrying has ended even though Quarry Activities may continue on other parts of the Benefited Land.
- (b) For the avoidance of doubt, also to:
 - (i) Any application for change or cancellation of consent conditions under section 127 of the RMA, or any review of consent conditions by the relevant Consent Authority under section 128 or 129 of the RMA;

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- (ii) Any application for plan change and/or variation of any nature under or to the relevant district plan, proposed district plan, regional plan or proposed regional plan for use of the Benefited Land for Quarry Activities or Post Quarry Activities and/or plan change and/or variation of any nature under or to the relevant district plan, proposed district plan, regional plan or proposed regional plan for Post Quarry Zoning; and
- (iii) Any other provision of the RMA that is a provision similar to the above that affects Quarry Activities or Post Quarry Activities and which is specifically referred to in clause 1.3(a) above or this clause 1.3(b) or in clauses 3.1 to 3.7 below.

2. Agreement and Covenant

- 2.1 The Covenantor for itself and its successors in title so as to bind the Burdened Land in perpetuity hereby agrees and covenants with the Covenantee and the Covenantee's successors in title to the Benefited Land for the benefit of the Benefited Land to the intent that the Covenantor and its respective successors in title, and any person deriving title from the Covenantor, shall at all times be bound by the Covenants.

3. Specific Covenants

The Covenants include the following in relation to the Quarry Activities and Post Quarry Activities:

- 3.1 The Covenantor hereby surrenders with immediate effect its right as a person who may be affected by an application to receive notice of any application under notification sections of the RMA (presently being sections 95 to 95G), and shall not request that the relevant Consent Authority serve on it notice of an application.
- 3.2 The Covenantor hereby surrenders with immediate effect its right to make submissions about an application under section 96 or clauses 6, 6A or 8 of the First Schedule of the RMA, and shall not make a submission about an application.
- 3.3 The Covenantor hereby surrenders with immediate effect its right to appeal to the Environment Court against the whole or any part of a decision by the relevant Consent Authority on an application under sections 120 or 121 of the RMA or clause 14 of the First Schedule of the RMA (including any right to bring an application for judicial review or any further appeal on a question of law, additional appeals on points of law, or to the Court of Appeal under sections 299, 305, and 308 of the RMA), and shall not exercise any right of appeal against the decision of the relevant Consent Authority on an application.

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- 3.4 The Covenantor hereby surrenders with immediate effect its right to seek a change (that affects the Benefited Land) to a district or regional plan under clause 21, clause 24 and clause 27 of the First Schedule of the RMA.
- 3.5 The Covenantor hereby surrenders with immediate effect:
- (a) The right to appear and/or be represented at any hearing before a Consent Authority or commissioner in relation to any resource consent application;
 - (b) The right to appear and/or be represented at proceedings under section 274 of the RMA; and
 - (c) Its right to appear and be heard on appeal under sections 301 or 308 of the RMA.
- 3.6 The Covenantor undertakes to not exercise any such rights in relation to an appeal against the decision of the relevant Consent Authority (as the case may be) on an application.
- 3.7 The Covenantor covenants not to make any right of complaint or application or lay any charging document or to seek a declaration (other than a declaration as to whether an activity undertaken or proposed to be undertaken is a Quarry Activity or a Post Quarry Activity), an enforcement order, an abatement notice or an excessive noise direction, including rights under sections 16, 17, 35, 311, 316, 320, 321, 338, 343B or 343C of the RMA in relation to the Quarry Activities or Post Quarry Activities.
- 3.8 The Covenantor hereby gives written approval for the purposes of the RMA to:
- (a) Any application for resource consent (including a variation of conditions of consent) and/or plan change and/or variation of any nature under or to the relevant district plan, proposed district plan, regional plan or proposed regional plan for use of the Benefited Land for Quarry Activities or Post Quarry Activities; and
 - (b) Any plan change and/or variation of any nature under or to the relevant district plan, proposed district plan, regional plan or proposed regional plan for Post Quarry Zoning.

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- 3.9 In addition to the Covenants in clause 3.8 above, the Covenantor shall provide any necessary further written approval to any such resource consent application and/or plan change and/or variation if requested by the Covenantee and in the event of failing to do so those persons shall be entitled to provide a copy this Instrument to the relevant Consent Authority or the Environment Court as evidence that such written approval is given.
- 3.10 Clause 3.8 and 3.9 shall cease to have effect from a date being 30 years after all Quarry Activities cease on the Benefited Land, with the Covenantee being required to advise the Covenantor of whether Quarry Activities have ceased on the Benefited Land, and if they have, the date of cessation, within 20 working dates of receiving a written request for that information from the Covenantee.
- 4. Surrender of Rights**
- 4.1 The Covenantor covenants with immediate effect that in relation to Quarry Activities:
- (a) It hereby surrenders its right to make a complaint or application to the relevant Consent Authority or the Environment Court alleging any emission or discharge of contaminants from the Benefited Land (including odour, dust, vibration, noise and lightspill) into air or through the ground are not expressly allowed by existing use rights, a rule in a regional or district plan, a resource consent, a designation, or regulations made under the RMA;
 - (b) It hereby surrenders its right to seek a declaration or enforcement order from the Environment Court, to ask that an abatement or infringement notice be served by a duly authorised enforcement officer, or that criminal proceedings be commenced by any relevant Consent Authority or otherwise; and
 - (c) It undertakes not to bring an action in nuisance or any similar tort in any Court of competent jurisdiction.
- 5. Extension of Prohibition**
- 5.1 For the avoidance of doubt, the Covenantor also covenants and agrees that it:
- (a) Shall not at any time after the date of this Instrument, aid, abet, counsel, or procure any other person to exercise any of the rights under the RMA referred to in this Instrument (either on behalf of the Covenantor or otherwise) in relation to the Quarry Activities or Post Quarry Activities and any actual or potential adverse environmental effects it may have on the environment; and

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- (a) Surrenders with immediate effect any right of action the Covenantor may have independent of the provisions of the RMA under any other Act, regulation, bylaw, or rule of law (including any right of action in nuisance) applicable to Quarry Activities or Post Quarry Activities on the Benefited Land (including odour, dust, vibration, noise and lightspill from the Benefited Land) and any actual or potential adverse effects this may have on the Burdened Land.

6. Not to part with Possession of Burdened Land Unless Covenants Protected

The Covenantor further covenants and agrees that, prior to granting the right to possession, occupation or use of the Burdened Land or any part of the Burdened Land (whether by lease or otherwise) for a defined period or otherwise to any party (*the occupier*) other than the Covenantor, the Covenantor will obtain from the occupier written agreement that the occupier and its administrators and assigns are bound by the provisions of this Instrument as if the occupier were the Covenantor, and will provide a copy of the written agreement to the Covenantantee.

7. Further Covenants

- 7.1 It is the Covenantor's intention that the Burdened Land shall be bound in perpetuity by the Covenants and that the owner of the Benefited Land may enforce the Covenants against the owners for the time being of the Burdened Land.
- 7.2 Subject to clause 7.5 below, the Covenantor, for the purpose of annexing to the Benefited Land the benefit of the Covenants in relation to the Burdened Land for the benefit of the Benefited Land, covenants to observe and perform the Covenants.
- 7.3 Subject to clause 7.5 below, each of the Covenants set out in this Instrument shall enure for the benefit of the Benefited Land in perpetuity, but so that the Covenantor shall be bound only in respect of breaches of Covenants which occur while the Covenantor is the registered proprietor or occupier of the Burdened Land.
- 7.4 The Covenantor covenants with the Covenantantee that the Covenantor will at all times keep harmless and indemnified the Covenantantee from all proceedings and costs, claims and demands in respect of breaches by the Covenantor of the Covenants on the Covenantor's part contained or implied in this Instrument.

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7.5 Fulton Hogan will only be liable in respect of the Covenantor's obligations under the Covenants while Fulton Hogan is the registered proprietor of the Burdened Land. Fulton Hogan will not be liable in respect of the Covenantor's obligations under the Covenants while Fulton Hogan is not the registered proprietor of the Burdened Land. The rights of Stevenson Aggregates as Covenantee will not be affected by the fact that as at the date of this Instrument, Stevenson Aggregates is a subsidiary of Fulton Hogan.

8. Benefited Land Expansion

8.1 The Covenantor covenants with the Covenantee that in respect of any interest in Additional Land then:

- (a) The Covenantor agrees that the provisions of this Instrument shall be deemed to apply to the Additional Land with effect from the date the Covenantee notifies the Covenantor that the same is included within the Benefited Land; and
- (b) The Covenantor agrees with the Covenantee that the Covenantor shall immediately register a land covenant on the same terms as this Instrument on the title to the Burdened Land (in respect of the Additional Land as benefited land).

9. Severability

9.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument.

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Annexure One

Plan referred to in clause 8.1 of the Annexure Schedule (of which this Annexure One forms part)

Appendix 1 – Definitions

Where an asterisk (*) is used next to a word in a definition, it means a further definition is provided for that word.

Accessory activities

Activities located on the same site as the primary activity, where the activity is incidental to, and serves a supportive function of the primary activity.

Includes:

- *permitted or required car parking.*

Accessory building

Buildings used in a way that is incidental to the use of any other buildings on that site, or on a vacant site, a building that is incidental to any use which may be permitted on that site.

Excludes:

- *dwellings*.*

Additional Land

Land owned or acquired by the Covenantee in addition to the Benefited Land within a 5 kilometre radius of the point marked 'X' on the plan attached to this Instrument as Annexure One that is to be used for Quarry Activities or Post Quarry Activities.

Animal breeding or boarding

Breeding, boarding or day care centres for domestic pets or working dogs.

Automotive and marine suppliers

A business primarily engaged in selling automotive vehicles, marine craft, accessories to and parts for such vehicles and craft.

Includes:

- *boats and boating accessories;*
- *trucks, cars and motorcycles;*
- *auto parts and accessories;*
- *trailers and caravans; and*
- *tyres and batteries.*

Building suppliers

A business primarily engaged in selling materials for use in the construction, modification, cladding, fixed decoration or outfitting of buildings.

Includes:

- *glaziers;*
- *locksmiths; and*
- *suppliers of:*
 - *awnings and window coverings;*
 - *bathroom, toilet and sauna installations;*
 - *electrical materials and plumbing supplies;*
 - *heating, cooling and ventilation installations;*
 - *kitchen and laundry installations, excluding standalone appliances;*
 - *paint, varnish and wall coverings;*
 - *permanent floor coverings;*
 - *power tools and equipment;*
 - *safes and security installations; or*
 - *timber and building materials.*

Bus depots

Sites for bus parking, servicing and repair.

Includes:

- *accessory administrative offices and facilities.*

Clean fill

A clean fill is a facility where cleanfill material is accepted for deposit.

Excludes:

- storage and use of cleanfill material within an earthworks site for the purpose of engineering contours for specific activities;
- placement of cleanfill material associated with road construction and road maintenance activities; and
- onsite storage and use of overburden or aggregate by-product that is cleanfill material associated with mineral extraction activities.

Clean fill material

Clean fill material is:

Means natural material such as clay, gravel, sand, soil and rock which has been excavated or quarried from areas that are not contaminated with manufactured chemicals or chemical residues as a result of industrial, commercial, mining or agricultural activities.

Excludes:

- hazardous substances* and material (such as municipal solid waste) likely to create leachate by means of biological breakdown;
- product and materials derived from hazardous waste treatment, stabilisation and disposal practices;
- materials such as medical and veterinary waste, asbestos, and radioactive substances;
- soil and fill material which contain any trace element specified in Table E30.6.1.4.2 at a concentration greater than the background concentration in Auckland soils specified;
- sulfidic ores and soils;
- combustible components;
- more than 5% by volume of inert manufactured materials (e.g. concrete, brick, tiles); and
- more than 2% by volume of attached biodegradable material (e.g. vegetation).

Commercial activities

The range of commercial activities including offices, retail and commercial services providers.

J1.3. Nesting Tables**Table J1.3.1 Commerce**

Commercial activities	Offices		
	Retail	Food and beverage	Bars and taverns
			Restaurants and cafes
			Drive-through restaurant
		Dairies	
		Show home	
		Large format retail	Supermarket
			Department store
	Trade supplier		

		Service station	
		Markets	
		Marine retail	
		Motor vehicle sales	
		Garden centres	
	Commercial services	Veterinary clinic	
		Funeral director premise	
		Commercial sexual services	
	Entertainment facilities		

Commercial services

Businesses that sell services rather than goods. For example: banks, real estate agents, travel agents, dry cleaners and hair dressers.

Commercial sexual services

Has the same meaning as in section 4 of the Prostitution Reform Act 2003 No. 28 ("PRA").

Section 4 of the PRA defines commercial sexual services as sexual services that—

- (a) involve physical participation by a person in sexual acts with, and for the gratification of, another person; and
- (b) are provided for payment or other reward (irrespective of whether the reward is given to the person providing the services or another person).

Common marine and coastal area mineral extraction

Removal of sand, shell, shingle and other natural material from the common marine and coastal area under sections 12(2)(b) and 12(4)(b) of the Resource Management Act 1991 ("RMA").

Excludes:

- excavation of material undertaken as part of extraction activities.

Consent Authority

The Auckland Council or any of its successors or any other public body having relevant jurisdiction over the Quarry.

Conservation planting

Planting principally for:

- soil and water conservation;
- waste water disposal or purification;
- landscape preservation or enhancement;
- preservation for particular historic or archaeological value; and
- conservation for scientific or ecological value.

Includes:

- planting trees; and
- tending trees.

Excludes:

- growing trees for timber production.

Covenants

The covenants, stipulations and restrictions set out in this Instrument.

Dwelling

Living accommodation used or designed to be used for a residential purpose as a single household residence contained within one or more buildings, and served by a food preparation facility/kitchen.

A food preparation facility/kitchen includes all of the following:

- means for cooking food, food rinsing, utensil washing and waste water disposal; and
- space for food preparation (including a suitable surface) and food storage including a refrigerator or a perishable food storage area capable of being cooled.

Entertainment facility

Facility used for leisure or entertainment.

Includes:

- nightclubs;
- theatres; and
- concert venues.

Equestrian centre

Facility used for:

- paid lessons in horse riding; and
- training, racing or showing horses competitively.

Includes:

- accessory retail*;
- accessory restaurants and cafes*; and
- animal feedlots.

Excludes:

- pony clubs.

Farming

Land used for horticulture*, beekeeping, or raising, caring, breeding and grazing of livestock.

Includes:

- arable, pastoral, and other forms of farming;
- keeping or training horses and facilities accessory to keeping or training horses,
- such as: agistment, arenas (e.g. for dressage), breeding, sand rolls, stables, provided they are not open to the public;
- conservation planting;
- viticulture;
- equestrian activities; and
- free-range poultry farming*.

Excludes:

- intensive farming*;
- any form of racing, show jumping, or other activity which the general public may attend free of charge, or by payment of an entrance fee;
- equestrian centres;
- forestry*;
- rural commercial activities*; and
- rural industries*.

Food and beverage

Premises where the primary business is selling food or beverages for immediate consumption on or off site.

Includes:

- restaurants and cafes*;
- food halls; and
- take-away food bars.

Excludes:

- retail* shops; and
- supermarkets*.

Forestry

Growing trees to produce timber, or where the land cover is principally timber tree species. Forest has a corresponding meaning.

Includes:

- clearing understorey;
- harvesting trees;
- portable sawmills;
- planting trees;
- tree alteration;
- replanting trees;
- thinning trees; and
- accessory vegetation removal.

Excludes:

- planting or growing fruit, citrus, nut, or other food producing trees (refer to farming).

Free-range poultry farming

Places where poultry* are housed in either stationary, permanent or moveable structures or buildings, which enable them to have access to the outdoors.

Freight depot

Facility used for receiving, despatching or consolidating goods in transit by road, rail, air or sea.

Includes:

- carriers' depots;
- courier services;
- mail distribution centres; and
- trucking depots.

Excludes:

- composting plants; and
- refuse transfer stations.

Fulton Hogan

Fulton Hogan Limited (NZCN 144659).

Garden centre

Shop for the sale of plants, trees or shrubs.

Includes the sale of:

- landscaping supplies;
- bark and compost; and
- statuary and ornamental garden features

provided that their sale is accessory to the sale of plants, trees or shrubs.

Greenhouse

Facility used for growing plants inside.

Includes:

- glasshouses;
- plastic houses;
- shade houses; and
- tunnel houses.

Excludes:

- domestic greenhouses accessory to dwellings; and
- outdoor crop support structures.

Hazardous Substance

Substances defined in section 2 of the Hazardous Substances and New Organisms Act 1996 ("HSNOA") as a hazardous substance.

Section 2 of the HSNOA defines a hazardous substance as unless expressly provided otherwise by regulations, any substance—

(a) with 1 or more of the following intrinsic properties:

(i) explosiveness:

(ii) flammability:

(iii) a capacity to oxidise:

(iv) corrosiveness:

(v) toxicity (including chronic toxicity):

(vi) ecotoxicity, with or without bioaccumulation; or

(b) which on contact with air or water (other than air or water where the temperature or pressure has been artificially increased or decreased) generates a substance with any 1 or more of the properties specified in paragraph (a)

In addition includes any substance with one or more of the following intrinsic properties:

- radioactivity; and
- high BOD5 more than 10,000mg/l.

Hire premises

Facility used for the hiring of machinery and equipment.

Includes:

- servicing and maintenance of hire equipment; and
- storing of hire equipment.

Excludes:

- premises for the hire or loan of books, video, DVD, and other similar home entertainment items.

Home Occupation

Place where an occupation, business or homestay activity occurs which is secondary to the use of the site as a dwelling.

Excludes:

- produce sales*.

Horticulture

Production of flowers, fruit, vegetables, and grains. Includes:

- greenhouses*;
- plant nurseries; and
- orchards.

Excludes:

- forestry;
- garden centres*; and
- intensive farming*.

Industrial activity

The manufacturing, assembly, packaging or storage of products or the processing of raw materials and other accessory activities.

Excludes:

- mineral extraction* activities.

Table J1.3.3 Industry

Industrial activities	Freight depots	Warehousing and storage	
	Industrial laboratories		
	Manufacturing	Light manufacturing and servicing	
	Repair and maintenance services		
	Waste management facilities	Refuse transfer station	Recycling facility
	Rail siding		
	Bus depots		
	Storage and lockup facilities		
	Wholesalers		

Industrial laboratory

Facility used for scientific, industrial, or medical research and monitoring.

Excludes:

- the manufacture, or production of radioactive material.

Instrument

This Covenant Instrument creating land covenants.

Intensive farming

Intensive growing of fungi, livestock, or poultry* within a building or structure or on animal feed lots with:

- limited or no dependence on natural soil quality on the site; and
- food required to be brought to the site.

Includes:

- intensive pig farming;
- intensive poultry* farming; and
- animal feedlots.

Excludes:

- free-range poultry and pig farming;
- a kennel for a single dog or one bitch with pups;
- a shelter for a single animal on a chain;
- a shelter for any other single animal that is kept as a household pet;
- greenhouses*; and
- shelters for working dogs.

Intensive poultry farming

Raising or keeping poultry* for human consumption or egg production, where the predominant productive processes are carried out primarily within buildings.

Excludes:

- free-range poultry farming*.

Landfill

Facility where household, commercial, municipal, industrial and hazardous, or industrial waste is accepted for disposal.

Landscape supplier

Facility used for the sale of goods for permanent exterior installation or planting.

Includes suppliers of:

- bark and compost;
- clothes hoists and lines;
- conservatories, sheds and other outbuildings;
- firewood;
- garden machinery;
- outdoor recreational fixtures and installations;
- monumental masonry;
- patio furniture and appliances;
- paving and paving aggregates;
- statuary and ornamental garden features; and
- swimming pools and spa pools.

Large format retail

Any individual shop tenancy with a floor area greater than 450m², where the tenancy is created by freehold, leasehold, licence or any other arrangement to occupy.

Excludes:

- food and beverage*;
- garden centres*;
- marine retail*;
- motor vehicle sales*; and
- trade suppliers*.

Light manufacturing and servicing

Places where articles, goods or produce are made, prepared and/or repaired for sale or rent and the light manufacturing and servicing activity is contained entirely within a building, does not require the use, storage or handling of hazardous substances* requiring separate resource consent and does not require any air discharge consent.

Excludes:

- sales or servicing of motor vehicles*.

Managed Fill

A managed fill is a facility where managed fill material is accepted for deposit.

Managed fill material

Managed fill material is:

- contaminated soil and other contaminated materials;
- natural materials such as clay, gravel, sand, soil, rock; or
- inert manufactured materials such as concrete and brick: and

That does not contain:

- hazardous substances* or materials (such as municipal solid waste) likely to create leachate by means of biological breakdown;
- products or materials derived from hazardous waste treatment stabilisation or disposal practices;

- materials such as medical and veterinary waste, asbestos, or radioactive substances;
- combustible components; or
- more than 2 per cent by volume of incidental or attached biodegradable materials (e.g. vegetation).

Marine retail

The sale or hire of boats, wholesale and retail sale of fish, and accessory goods and services.

Includes:

- accessory offices.

Mineral Extraction

Activities carried out at a quarry. Includes:

- blasting;
- excavating minerals;
- processing minerals by crushing, screening, washing, or blending;
- storing, distributing and selling mineral products;
- accessory earthworks;
- removing and depositing overburden;
- treating stormwater and waste water;
- landscaping and rehabilitation of quarries;
- cleanfill and managed fills;
- recycling or reusing aggregate from demolition waste such as concrete, masonry, or asphalt;
- accessory activities* and accessory buildings* and structures such as laboratories; and
- workers accommodation.

Excludes:

- common marine and coastal area mineral extraction*.

Motor vehicle sales

The sale or hire of motor vehicles and caravans.

Includes:

- accessory offices

Office

Activity conducted within a building and focusing on business, government, professional, medical, or financial services and includes the personal service elements of these activities offered to consumers or clients where visits by members of the public are accessory to the main use.

Office furniture, equipment and system suppliers

A business primarily engaged in selling goods for office-type use or consumption.

Includes:

- computers and related equipment;
- copiers, printers and facsimile machines;
- integrated telephone systems and equipment; and
- office furniture, equipment and utensils.

Post-harvest facility

Building operated by any number of growers and used for the storage, packing, washing, inspecting and grading of eggs, fruit, vegetables, or other (natural and unprocessed) primary produce brought to the post-harvest facility from a range of locations, and includes all activities that are an integral aspect of post-harvest operations.

Includes:

- use of the site for the collection and distribution of horticultural products;
- slicing and dicing agricultural products in preparation for distribution to retail outlets,
- including the disposal of associated waste material from these activities;
- preparation and shrink wrapping horticultural products in preparation for distribution to retail outlets;
- collection and distribution of agricultural products including the cross loading of trucks used in the collection and delivery of horticultural products; and
- the on-site servicing and maintenance of vehicles and equipment associated with the activities.

Excludes:

- on-site primary produce manufacturing; and
- rural industries.

Post Quarry Activities

Any:

- (a) Commercial, industrial, or rural activities (including but not limited to rural industries, rural commercial services and /or rural production activities) as defined in this Appendix 1, undertaken on the Benefited Land and any associated site works (including filling or recontouring) of the Benefited Land to render it suitable for the activity;
- (b) Development, subdivision and/or boundary adjustments, including associated surveying, civil and development works including truck and other vehicle movements associated with the above.

Post Quarry Zoning

A zone of the relevant district plan which classifies some or all of the Post Quarry Activities as permitted, controlled, restricted discretionary or discretionary activities.

Poultry

Domestic fowl kept in captivity to produce meat, eggs, or other products or for sale.

Includes:

- chickens;
- ducks;
- geese;
- guinea fowl;
- pigeons;
- turkeys;
- peacocks;
- doves;
- pheasants;
- swans; and
- quail.

Poultry hatchery

Place where fertile eggs are incubated and hatched in controlled environment cabinets.

Produce sales

Place where farm produce or handcrafts produced on the site are sold.

Includes:

- sale of plants; and
- sale of food from 'occasional food premises' as defined in section 2 of the Food Hygiene Regulations 1974 ("FHR").

Section 2 of the FHR defines occasional food premises as food premises that are used only for—

- (a) the sale of fruit, eggs, poultry, and vegetables, that are produced either on the land on which those premises stand or on land adjacent to the land on which those premises stand; or
- (b) for the preparation or handling of food for sale, or for the sale of food, on special occasions

Quarry Activities

Are:

- (a) Mineral extraction (as defined in this Appendix 1) necessary to operate a high performing aggregate quarry including but not limited to:
 - (i) Removal of overburden;
 - (ii) Blasting of rock;
 - (iii) Extraction of rock from the face;
 - (iv) Transportation of the rock from the quarry face to a crushing and screening plant;
 - (v) Crushing and screening of rock;
 - (vi) Stockpiling and load out;
 - (vii) Land disturbance;
 - (viii) Truck and other vehicle movements to and from the Quarry; and

- (ix) *Associated works including but not limited to taking, using, damming and diversion of water, bore drilling, dewatering, stormwater discharge, sediment control and discharge, discharges to air, vehicle access (parking, loading, and access), erecting buildings, erecting structures, installing utilities supplies/infrastructure, removing buildings, removing structures, removing vegetation and removing streams;*
- (b) *Use of the Quarry for the storage, transfer, treatment, or disposal of waste materials (such as clean fill and managed fill as defined in this Appendix 1);*
- (c) *Any other activity that is associated with a vertically integrated construction materials business, including without limitation, establishing and operating a concrete plant, laboratory, and/or an asphalt plant, including associated development and civil works and associated truck and other vehicle movements; and*
- (d) *Wholesale and retail sales of aggregate products, concrete and/or asphalt, including associated truck and other vehicle movements.*

Quarry

That part of the Benefited Land used for Quarry Activities.

Quarries - farm or forestry

The extraction of minerals for uses accessory to farming, horticulture, conservation forestry or forestry, where:

- *the quarried material is used only on the property of extraction;*
- *no extracted material, including any aggregate is removed from the property of origin; and*
- *there are no retail or other sales of quarried material.*

Includes:

- *extraction of material for use on the property of origin, for:*
 - *farm and forestry tracks;*
 - *access ways; and*
 - *hardstand areas.*

Refuse transfer station

Facilities used for receiving, storing, collecting, processing and transferring waste materials not generated on-site and may include a recycling station.

Repair and maintenance services

Servicing, testing or repairing vessels, vehicles or machinery.

Includes:

- *automotive mechanics;*
- *panel beating; and*
- *devanning, storage and testing of LPG cylinders.*

Resource Management Act 1991 (RMA)

The Resource Management Act 1991 and includes any statute amending, repealing, re-enacting, or replacing the RMA, and includes all relevant regional or district rules and regulations made under the RMA.

Restaurant and cafe

Facilities used for selling food for consumption on the premises.

Retail

Selling goods to the general public.

Rural Activities

Table J1.3.6 Rural

Rural commercial services	Animal breeding or boarding
Farming	Horticulture
	Free-range poultry farming
	Poultry hatcheries
	Conservation planting
Produce sales	
Intensive farming	Intensive poultry farming
Forestry	
Quarries – farm or forestry	
Equestrian centres	
Rural industries	
On-site primary produce manufacturing	
Post-harvest facilities	

Rural Commercial Services

Commercial services that:

- (a) have, as their principal function, a clear connection to, or provide services to:
- i. rural production activities*; or
 - ii. aquaculture activities; and
- (b) involve the sale of:
- i. rural produce and other products produced by a handcraft industry or home occupation* on the same site; or
 - ii. rural services that support rural production activities or aquaculture; and
- (c) may have some form of accessory depot, office, base, or storage area, from which the activity is normally operated or commenced.

Includes:

- farm visits;
- laboratories and research facilities associated with rural production activities;
- rural topdressing, pest control and spraying services;
- servicing, assembling or repair of agricultural or aquaculture machinery or equipment;
- the services of a trenchers, post rammers, or fencing contractors; or
- aquaculture equipment storage or maintenance.

Excludes:

- processing or manufacturing goods or products from material not directly related to or directly derived from farming*, intensive farming*, aquaculture activities, fishing activities, or resources of the site;
- stock yards that are accessory to farming carried out on the same site;
- shops for sale or hire of goods;
- freight or transportation services;
- storage of vehicles or equipment for hire;
- sale yards;
- sawmills and portable sawmills;
- grain silos or feed mills;
- aquaculture equipment storage or maintenance;
- meat or poultry* processing;
- dairy factories;
- processing raw materials derived from farming*, forestry*, intensive farming*, aquaculture activities, fishing activities, or resources of the site; and
- packing sheds.

Rural Industries

Industries that:

- (a) have, as their principal function, a clear connection to, or provide services to:
- i. rural production activities*; or
 - ii. aquaculture activities; or
- (b) use raw materials derived from:
- i. rural production activities*;
 - ii. aquaculture activities, or

- iii. the natural resources on the site other than topsoil or aggregate; and
- (c) may have some form of:
- i. processing facility;
 - ii. accessory depot; or
 - iii. base or storage area, from which the activity is normally operated or started.

Includes:

- freight or transportation services;
- storage of vehicles or equipment for hire;
- sale yards;
- sawmills other than portable sawmills;
- grain silos or feed mills;
- meat or poultry* processing;
- dairy factories; and
- processing raw materials derived from farming*, forestry*, intensive farming*, aquaculture activities, fishing activities, or resources of the site.

Excludes:

- home occupations*;
- shops (sale or hire of goods);
- rural topdressing, pest control and spraying services;
- processing or manufacturing goods or products from material not directly related to or directly derived from farming*, intensive farming*, aquaculture activities, fishing activities, or resources of the site; and
- stock yards that are accessory to farming carried out on the same site.

Rural Production Activities

Activities that involve the production of primary products such as those from farming, intensive farming*, horticultural*, or forestry* activities, and which have a functional need for a rural location.

Service station

A facility where the primary business is selling motor vehicle fuels.

Includes the following accessory activities:

- retail*;
- car wash facilities;
- mechanical repair, servicing and testing of motor vehicles and domestic equipment;
- sale of lubricating oils, kerosene, LPG, or spare parts and accessories for motor vehicles; and
- trailer hire.

Stevenson Aggregates

Stevenson Aggregates Limited (NZCN 7069094).

Supermarket

An individual retail outlet, which sells, primarily by way of self service, a comprehensive range of:

- (a) domestic supplies, fresh food and groceries, such as:
 - fresh meat and produce;
 - chilled, frozen, packaged, canned and bottled foodstuffs and beverages (including alcohol);
 - general housekeeping and personal goods, including (but not limited to) cooking, cleaning and washing products, kitchenwares, toilet paper, diapers and other paper tissue products, pharmaceutical, health and personal hygiene products and other toiletries, and cigarettes, magazine and newspapers, greeting cards and stationery, batteries, flashlights, light bulbs and related products; and
- (b) non domestic supplies and comparison goods comprising not more than 20 per cent of all products offered for sale as measured by retail floor space, including (but not limited to):
 - barbecue and heating fuels;
 - audio visual products;
 - electrical appliances;
 - clothing and footwear;
 - furniture; and
 - office supplies.

For the purposes of this definition, retail floor space is that area of the premises to which the public has access for the purpose of shopping, together with any area:

- taken up for the purpose of display of goods; and
- any counter areas used by or occupied exclusively by staff members whilst actively engaged in serving the public.

This area does not include floor space used for:

- storerooms;
- back of house including delivery areas;
- trolley storage areas;
- entrance lobbies;
- behind counter areas; and
- checkouts.

Trade supplier

A supplier in one or more the categories listed below, engaged in sales to businesses and institutional customers but may also include sales to the general public:

- automotive and marine suppliers*;
- building suppliers*;
- catering equipment suppliers;
- farming and agricultural suppliers;
- garden and patio suppliers;
- hire premises* (except hire or loan of books, video, DVD and other home entertainment items);
- industrial clothing and safety equipment suppliers;
- landscape suppliers*; and
- office furniture, equipment and systems suppliers*.

Veterinary clinic

Facility used for animal healthcare.

Includes:

- animal hospital treatment.

Warehousing and storage

Facilities used for the receipt, storage, handling and distribution of materials, articles or goods destined for a retail outlet, trader or manufacturer.

Includes:

- direct collection of materials; and
- articles or goods by traders.

Excludes:

- retail*.

Waste management facility

Facility used for receiving waste for transfer, treatment, disposal, or temporary storage.

Includes:

- refuse transfer stations*; and
- recycling.

Excludes:

- landfills*.

Wholesaler

A business engaged in the storage and distribution of goods to businesses (including Retail activities) and institutional customers. Sales to the public are an accessory activity.*