

Final Version

25 May 2009

Reserves Agreement
South Stebbings Valley

Wellington City Council
Best Farm Limited

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Parties

Wellington City Council (Council)

Best Farm Limited, a company incorporated at Wellington under number 367727 (**BF**)

Background

- A BF owns the Subject Land and will over a period of time subdivide the Subject Land into residential or other sections under various stages of subdivision (**Proposed Subdivisions**).
- B BF has agreed to vest certain areas within the Subject Land in the Council for reserve purposes. BF has also agreed to undertake associated works within the Proposed Reserve Areas, before vesting those reserves in Council.
- C The intention is that the Proposed Reserve Areas will be fully completed for public use, with the works identified in the Reserve Development Plans being completed prior to vesting the Proposed Reserve Area in Council.
- D BF's obligations for the Proposed Subdivisions under Council's Development Contributions Policy in respect of Greenfield and Citywide Reserve Contributions will be satisfied by vesting the Proposed Reserve Areas in Council and completing the works on the Proposed Reserve Areas, in accordance with this agreement.

Operative provisions

1 Term

- 1.1 This agreement commences when it is executed by the parties (**Commencement Date**).
- 1.2 Unless sooner terminated or extended, this agreement terminates on the earlier of:
 - 1.2.1 The date on which all works and land transfers contemplated by this agreement have been completed to the Council's satisfaction; or
 - 1.2.2 15 years after the Commencement Date.
- 1.3 If the works and/or any transfer of land to or vesting of the land in the Council contemplated by this agreement or BF's development of the Subject Land have not been completed and are not likely to be completed by the date in clause 1.2.2, then BF may seek an extension of this agreement by notice in writing to the Council no later than the date 6 months prior to the date in clause 1.2.2.
- 1.4 On receipt of an extension request from the BF under clause 1.3, the Council may in its sole discretion do any of the following:
 - 1.4.1 Refuse to extend the term of the agreement.
 - 1.4.2 Agree to extend the term of the agreement to such date as is suitable in Council's opinion.

- 1.4.3 If the works and/or any transfer of land to the Council contemplated by this agreement have not been completed:
- (a) require payment in full for any works carried out by the Council which are the responsibility of BF under this agreement;
 - (b) recalculate the extent to which the Development Contributions Policy requirements are satisfied by the completion of works and land actually transferred; and
 - (c) require payment of development contributions in accordance with the Development Contributions Policy, taking into account any land actually transferred and works completed.

2 Development contributions

- 2.1 BF acknowledges that Council has agreed to enter into this agreement to facilitate the necessary and appropriate development of the Proposed Reserve Areas in the absence of a current budget for capital expenditure.
- 2.2 In consideration of BF entering into this agreement and vesting in Council of the Proposed Reserve Areas in accordance with this agreement, the Council agrees:
- 2.2.1 That BF or any other person purchasing the Subject Land will not be charged any development contributions for reserves (being Greenfield and Citywide Reserve Contributions) in respect of the Proposed Subdivisions.
 - 2.2.2 That the cash deposits and bonds made for previous subdivisions SR 111698, 103388 for \$70,140 and SR 124954, 125944 for \$107,548 and SR 97989 (stage 1 Amesbury Dr 14 lots) for \$32 732 shall be refunded or released in full to BF.
- 2.3 BF acknowledges as follows:
- 2.3.1 This agreement does not affect BF's obligation to pay development contributions under the Development Contributions Policy for all Allotments or EHUs created on the Subject Land in relation to any category other than reserves. For the avoidance of doubt, all development contributions payable for wastewater, community infrastructure, roading and water supply or any other classes of development contributions will be payable, unless otherwise agreed between the parties.
 - 2.3.2 If BF does not comply with any of its obligations under this agreement to provide or pay for works or complete any transfer of land then the Council is entitled to charge BF for the relevant development contribution.

3 Condition of reserve land

- 3.1 BF recognises that the Proposed Reserve Areas have special landscape, ecological, and recreation value and that protection of these values is of considerable importance. The values of each Proposed Reserve Area are outlined in Schedule 2.

- 3.2 BF agrees to undertake all development adjacent to the Proposed Reserve Areas in a manner designed to minimise any effects on the identified landscape, ecological, and recreation values for each Proposed Reserve Area.
- 3.3 In the event that there is, in the Council's opinion, a reduction in the values as identified in Schedule 2 of any of the Proposed Reserve Areas by BF's development, BF must either:
- 3.3.1 Pay to Council a compensation amount calculated based on the reasonable cost of restoring the land to an acceptable standard; or
- 3.3.2 Undertake works to remediate the Proposed Reserve Area to Council's satisfaction.
- 3.4 In the event that any of the values as identified in Schedule 2 of any of the Proposed Reserve Areas are reduced to a state so that, in the Council's opinion, the reserve can no longer function for its purpose as a reserve, Council reserves the right to decline to accept the land comprised in any particular Proposed Reserve Area. In such an instance, Council reserves the right to negotiate a new reserves agreement and/or impose a development contribution in lieu of that land. The decision of whether the Proposed Reserve Area is suitable or unsuitable for the purposes of reserve is at the sole discretion of the Council.
- 3.5 No earthworks will be undertaken on the Proposed Reserve Areas, by BF or any of its agents, without the prior written approval of Council other than those earthworks authorised under any Reserves Development Plans approved under clause 7.1 of this agreement.
- 3.6 The Council acknowledges and accepts earthworks completed prior to the Commencement Date, on the western side of the valley, provided that BF has fully complied with all the conditions of the earthworks consent for those works.

4 Boundaries

- 4.1 The boundaries of the Proposed Reserve Areas must:
- 4.1.1 Be in substantially the positions marked on the scheme plan of subdivision attached to this agreement in Schedule 1; and
- 4.1.2 Where practicable, follow and be positioned above all earthworks cuts.
- 4.2 The parties acknowledge that all boundaries of the Proposed Reserve Areas as shown on the scheme plan of subdivision attached to this agreement in Schedule 1 are indicative only and are subject to minor changes following completion of final survey.
- 4.3 Any significant or material changes to the Proposed Reserve Areas boundaries will necessitate renegotiation of this agreement. The significance of any changes to the boundaries of the Proposed Reserve Areas shall be based on the following criteria:
- 4.3.1 The effects on the reserve values, as identified in Schedule 2.
- 4.3.2 The effects on the size and shape of the Proposed Reserve Area.
- 4.4 Whether the alteration to the boundary of any Proposed Reserve Area is significant or material will be decided by Council following discussion with BF.

5 Timing of vesting

- 5.1 BF shall keep Council up to date with the timing of when the Proposed Reserve Areas will vest in Council.
- 5.2 BF will vest the Proposed Reserve Areas in Council by way of the deposit of the subdivision plan with Land Information New Zealand. To facilitate such vesting BF will procure that the reserve land to vest in Council is shown on the land transfer survey plan submitted to Council for section 224(c) approval under the Resource Management Act 1991, and shall be in accordance with clause 5.1 above.
- 5.3 Reserves Act classification of reserves upon vesting shall be advised by Council prior to BF applying for section 223(c) approval.

6 Services

- 6.1 The location of any services in the Proposed Reserve Areas must be agreed between BF and the Council prior to the installation of any such services and prior to the vesting of the Proposed Reserve Areas in the Council. Services works and locations must take into consideration the values and objectives of the Proposed Reserve Areas, as specified in Schedule 2.
- 6.2 Any services laid in the Proposed Reserve Areas, including but not exclusive of, storm water, sewerage, water, electricity and telephone services shall be legalised by way of the registration of appropriate easement instruments, at BF's expense if required.

7 Reserve Development Plans

- 7.1 Prior to any application for Resource Consent which may affect a Proposed Reserve Area and prior to the commencement of any works in connection with a Reserve Development, BF must liaise with Council to reach agreement of Reserve Development Plans in respect of each Proposed Reserve Area.
- 7.2 Reserve development plans will largely follow the reserve development plan criteria outlined in schedule 2.
- 7.3 Each Reserve Development Plan must include, but is not limited to, the following:
 - 7.3.1 The nature and location of the works to be completed by BF in respect of a Proposed Reserve Area as agreed by the parties.
 - 7.3.2 The estimated timeframe for completion of those works.
 - 7.3.3 Full specifications in accordance with schedule 4 and landscape plans in respect of the works to be undertaken by BF for the particular Reserve Development as agreed by the parties, including a schedule of the earthworks to be undertaken and specifying the location and proposed timing of such earthworks.
- 7.4 All work identified in a Reserve Development Plan must take into account the values and objectives outlined in Schedule 2 and be in accordance with any specifications agreed by the parties for that Proposed Reserve Area.

- 7.5 Some elements of Reserve Development Plan implementation may be undertaken by Council. Those reserve development works undertaken by Council will be reimbursed by BF at an agreed contract rate.
- 7.6 BF must ensure that all works on any Proposed Reserve Area, identified in any Reserve Development Plan, are completed prior to requesting the issue of a section 224(c) certificate under the Resource Management Act 1991 for any Allotments adjacent to the relevant Proposed Reserve Area unless otherwise agreed with Council.
- 7.7 If such works are not completed prior to a section 224(c) certificate being sought by BF then BF must pay to Council **one and half times** the quoted cost of works to be undertaken on any Proposed Reserve Area which amount shall be lodged with Council as a bond until the required works are completed.

8 Naming

- 8.1 The naming of any Proposed Reserve Area will be undertaken by Council in accordance with the Council's Open Space Naming Policy, or any superseding policy. All significant stakeholders will be consulted. This includes BF as the major stakeholder.

9 Culverts

- 9.1 Any culverts placed on the Subject Land above or below the Proposed Reserve Areas must be of ecologically sensitive design and comply with Wellington Regional Council's requirements and directions and in particular the guidelines entitled 'Fish Friendly Culverts and Rock Ramps in Small Streams' (or any amended, replacement or equivalent Council guidelines from time to time).

10 Landscape covenant

- 10.1 Council is concerned to preserve the existing and potential ecological values of the gully adjoining the Proposed Reserve Area identified on the scheme plan of subdivision attached in Schedule 1 as reserve 5 and to achieve this BF will register a landscape covenant, against the titles to those subdivided lots adjoining reserve 5 in accordance with this agreement to ensure that the area is preserved and remains free from development.
- 10.2 Such landscape covenant must:
- 10.2.1 Be in a form acceptable to Council in its sole discretion.
 - 10.2.2 Be registered against the title to any such subdivided lot prior to the transfer of that lot to any person.
 - 10.2.3 Be referred to in any Resource Consent application relating to the land surrounding reserve 5.
 - 10.2.4 Apply to the Covenant Area.
 - 10.2.5 Restrict the following on the Covenant Area:
 - (a) earthworks of any description;

- (b) the erection of any structures, including retaining walls;
- (c) the planting of any vegetation other than native plants;
- (d) the erection of any fencing other than post, batten and wire (or similar) up to 1.5 metres in height; and
- (e) the formation of any form of access to the reserve whatsoever.

11 Fencing covenants

- 11.1 On or before any transfer of any subdivided lot adjoining any Proposed Reserve Area to any person, BF shall procure registration of a fencing covenant against the title to all of such subdivided lots.
- 11.2 This fencing covenant must:
 - 11.2.1 Be referred to in any Resource Consent application that relates to land surrounding any Proposed Reserve Area;
 - 11.2.2 Ensure that Council is not called on to pay or contribute to the cost of the erection, maintenance, or repair of any fence between the subdivided lot and any Proposed Reserve Areas; and
 - 11.2.3 Be in a form acceptable to Council in its sole discretion.

12 Access to Proposed Reserve Areas

- 12.1 Council may access any of the Proposed Reserve Areas before they are vested in Council by agreement with BF, which shall not be unreasonably withheld or delayed.

13 Land Owner's obligations

BF to comply with resource consents

- 13.1 BF will comply at all times with the conditions of any Resource Consent granted to it relating to the Subject Land.

Incorporation of obligations in resource consent applications

- 13.2 BF irrevocably binds itself that in making any application for Resource Consent it will incorporate in the resource consent application an undertaking that BF will fulfil its obligations under this agreement.
- 13.3 BF consents to any resource consent conditions imposed for the purposes of implementing the above obligations and securing compliance with this agreement.

14 Assignment of BF's rights and obligations

- 14.1 BF must not assign, transfer or dispose of or alienate any of BF's rights and obligations under this agreement, except with the prior written consent of the Council.

- 14.2 The Council's approval under clause 14.1 will not be unreasonably withheld, and if approval is given BF must obtain a deed of covenant from the assignee or transferee of BF's interest to
- 14.2.1 observe and perform the obligations of BF under this agreement, and
- 14.2.2 obtain a deed of covenant as required under this clause 14.3 from any subsequent assignee or transferee.
- 14.3 The covenant under clause 14.32 must be in a form, and on terms and conditions approved by the Council.
- 14.4 Any deed of covenant under this clause 14 will be prepared by BF solicitors at the cost of BF.

15 Registration of encumbrance

- 15.1 BF will grant the Council an encumbrance in the form attached to this agreement in Schedule 3 to record the terms of this agreement against the certificates of titles being part of CT 48469 (Lot 1 DP 415220) and CT 427520 (Lot 102, DP 407806) for the Subject Land.
- 15.2 BF will execute and register the Encumbrance at its own cost and forward post-registration copies of the certificate of title for the Subject Land and the Encumbrance to the Council.
- 15.3 BF will do all things and sign all documents necessary to give effect to the provisions of this clause.
- 15.4 The Council will provide BF with a discharge (or partial discharge) of the Encumbrance in respect of that part of the Subject Land which is subdivided and in relation to which BF's obligations to provide or pay for works and transfer of land set out in this agreement have been met to the Council's satisfaction.

16 Council as regulator

- 16.1 BF acknowledges that the Council enters into this agreement solely in its land owning capacity having responsibility for reserves and development of them, and not in its regulatory capacity (which includes all functions under the Resource Management Act 1991). BF accepts that in proceeding with the development of the Subject Land, it will need to deal with Council on various matters in respect of Council's regulatory capacity. Nothing in this agreement will affect the Council's performance of those regulatory functions which it is free to discharge objectively and independently of its obligations under this agreement.

17 Communication

- 17.1 The parties shall co-operate and keep each other informed as to progress with their plans for the development of the Subject Land.
- 17.2 Day to day communications shall be between the Council's representative and BF's representative. The initial representatives are:

Council's Representative

Name: Mike Oates
Title: Open Space Planning Manager
Parks and Gardens Business Unit
Phone: 021 227 8289
Email: micheal.oates@wcc.govt.nz

BF's Representative

Name: Rodney Callender
Title: Director, Best Farm Ltd
Phone: 027 480 7030
Email: rodviv@xtra.co.nz

18 Costs

- 18.1 Each party will bear their costs associated with the negotiation, preparation, execution and enforcement of this agreement.

19 Disputes

- 19.1 Any dispute under this agreement will be referred, in the first instance, to the representatives of BF and the Council for resolution. The parties shall actively and openly endeavour to amicably settle such dispute themselves, with a view to achieving prompt resolution.
- 19.2 Failing such resolution within 10 business days, the dispute shall be referred to a mediator pursuant to clause 19.3 below.
- 19.3 If any dispute shall arise which cannot be simply resolved either party may, by notice in writing, request that the dispute be referred to mediation. Where notice requiring any matter to be referred to mediation has been given, the matter shall be referred by the parties to a mediator appointed by the mutual agreement of the parties with such person having experience and expertise relevant to the dispute in question. If the parties cannot agree a mediator within 7 days of the date of issuing of the notice, then the mediator will be selected by the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolution) or its successor.
- 19.4 The parties will direct the mediator to assist the parties in making an agreement with all due expedition and will take reasonable steps to bring about such an expeditious agreement.
- 19.5 If the mediator is unable to facilitate a resolution of the dispute or difference by agreement between the parties within 28 days of the date of the mediator's appointment, the mediator may decide the dispute or difference. The mediator shall issue any such decision in writing and shall forward a copy of such decision to both parties. The parties agree to be bound by any such decision.
- 19.6 The cost of the mediator shall be borne by both parties equally.

20 Definitions and interpretation

Definitions

20.1 In this document the following definitions apply:

Allotment has the same meaning as assigned to it in the Development Contributions Policy.

BF means Best Farm Limited.

Covenant Area means that area of any subdivided lot adjacent to reserve 5 as shown on the scheme plan of subdivision attached in Schedule 1 which lies within the topography of the gully (subject to final survey).

Development Contributions Policy means the Council's policy adopted under section 102(4)(d) of the Local Government Act 2002 and dated July 2007, and as amended from time to time.

EHU has the same meaning as assigned to it under the Development Contributions Policy.

Greenfield and Citywide Reserve Contributions means the Reserves Development Contributions for Greenfield Development, and the Citywide Development Contributions for Reserves, respectively as set out in the Developments Contributions Policy.

Proposed Reserves Area means the areas of land owned by BF and identified on the plan attached in Schedule 1.

Proposed Subdivisions means the subdivisions of the Subject Land as contemplated by the scheme plan of subdivision attached to this agreement as Schedule 1.

Reserve Development includes, but is not limited to planting, forming pedestrian accessways or tracks, footbridges, car parks, seats and other facilities, fencing, stream works, and maintenance.

Reserve Development Plan means the reserve development plan as in respect of each proposed Reserve Area, approved by the Council in accordance with clause 7.

Reserve Vesting Plan means the plan to be submitted to Council showing the proposed stages of subdivision in accordance with clause 5 of this agreement.

Resource Consent means any resource consent required under the Resource Management Act 1991 and includes, but is not limited to any land use consent and /or subdivision consent.

Subject Land means the land owned by BF being Lots 599-601, 603, 629, 631 DP 374407, Lots 562-564 DP 348963, Lots 658-671, 685, 673-678 DP 407806, Lot 2 DP415220, Lot 1 DP415220, Lots 4 & 5 DP78736, Lot3 DP 76439, Lot 102 DP 407806, Sec 3 SO 336646, Pt Lot 1 DP88736, Lot 2 DP76164. and that relevant part of the title that will be issued when Stebbings Rd is stopped.

Interpretation

20.2 In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- 20.2.1 Headings are inserted for convenience only and do not affect the interpretation of this document.
- 20.2.2 A reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Wellington, New Zealand.
- 20.2.3 If the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day.
- 20.2.4 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 20.2.5 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 20.2.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 20.2.7 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 20.2.8 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 20.2.9 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- 20.2.10 A reference to the word 'include' or 'including' is to be construed without limitation.
- 20.2.11 A reference to this document includes the agreement recorded in this document.
- 20.2.12 Any schedules and attachments form part of this document.

Execution and date

Executed as an agreement.

Date:

Signed by
Wellington City Council
in the presence of:

)
)
)

Authorised Officer

Witness signature:

Witness name:

Occupation:

Address:

Signed by
Best Farm Limited
in the presence of:

)
)
)

Director

Witness signature:

Director/Authorised signatory

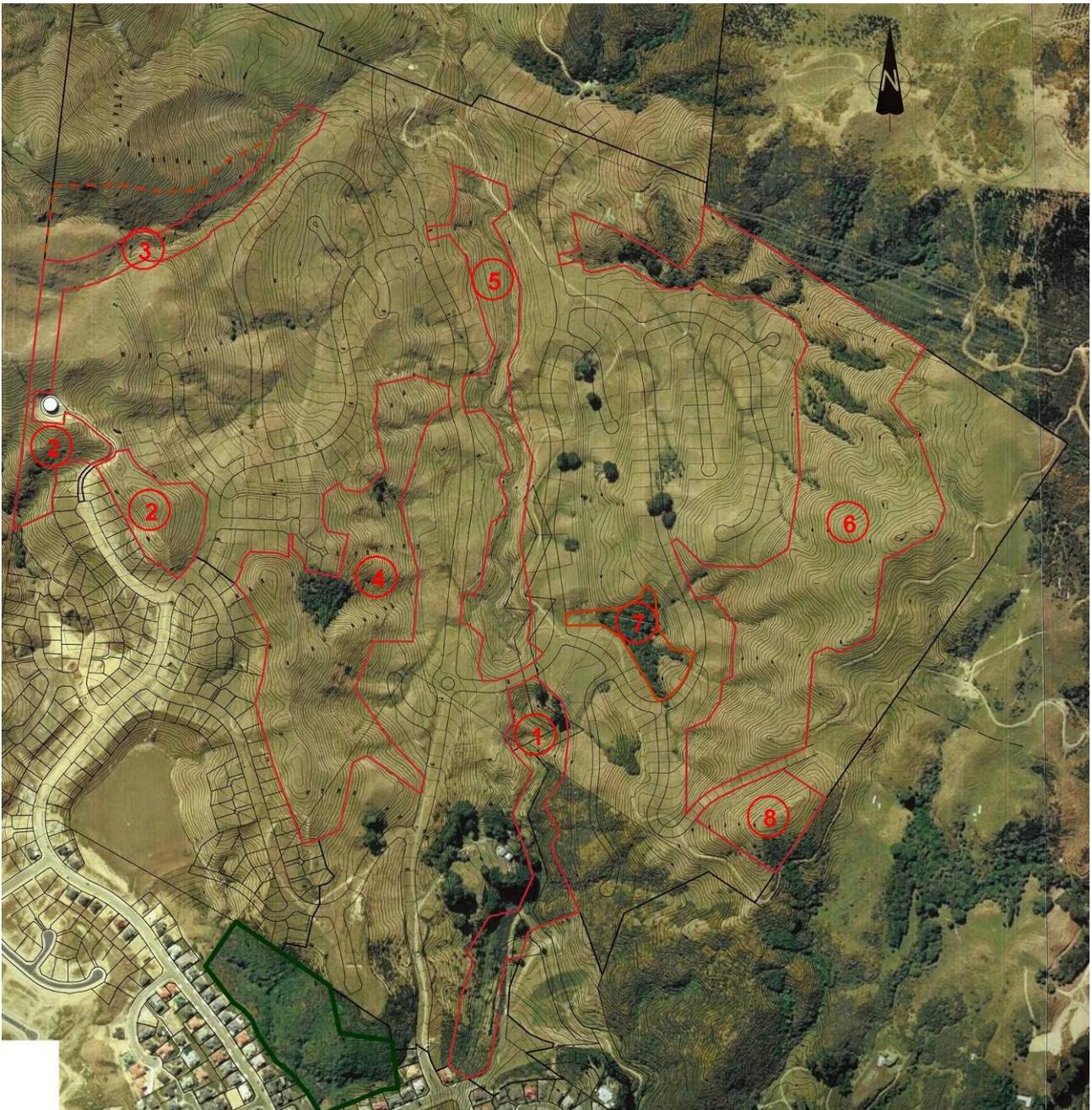
Witness name:

Occupation:

Address:

Schedule 1

Scheme Plan of Subdivision - including boundary details for each Proposed Reserve Area



Schedule 2

Reserve Values & Development Plan Criteria BF are required to implement

- Specifications for all development items can be found in schedule 4.
- Reserve development plan criteria are draft and a guide only. Definitive design will need to be agreed prior to implementation.

Reserve 1 – Lower Stebbings Stream

<p><i>Values</i></p>	<p>Stebbings Stream and its associated ecological and public access values have the potential to become a critical element of coherence and give definition to the valley character.</p> <p>In order to achieve well integrated landforms and amenities, planting along the stream should reflect the natural topography rather than legal boundaries and extend up tributaries draining the valley sides.</p> <p>The gulley has considerable value as an ecological and recreational corridor and also has amenity values for the immediate residents (visual and wildlife and general ambience)</p>
<p><i>Reserve development plan criteria</i></p>	<p>a) Native revegetation (specification b) of unvegetated areas at the northern end if approved by GWRC flood protection.</p> <p>b) Tracks to walking specification down the gulley to the GW dam. Exact layout to be determined.</p> <p>c) Footbridges as required by final track layout. Upgrades to existing bridges if possible.</p>

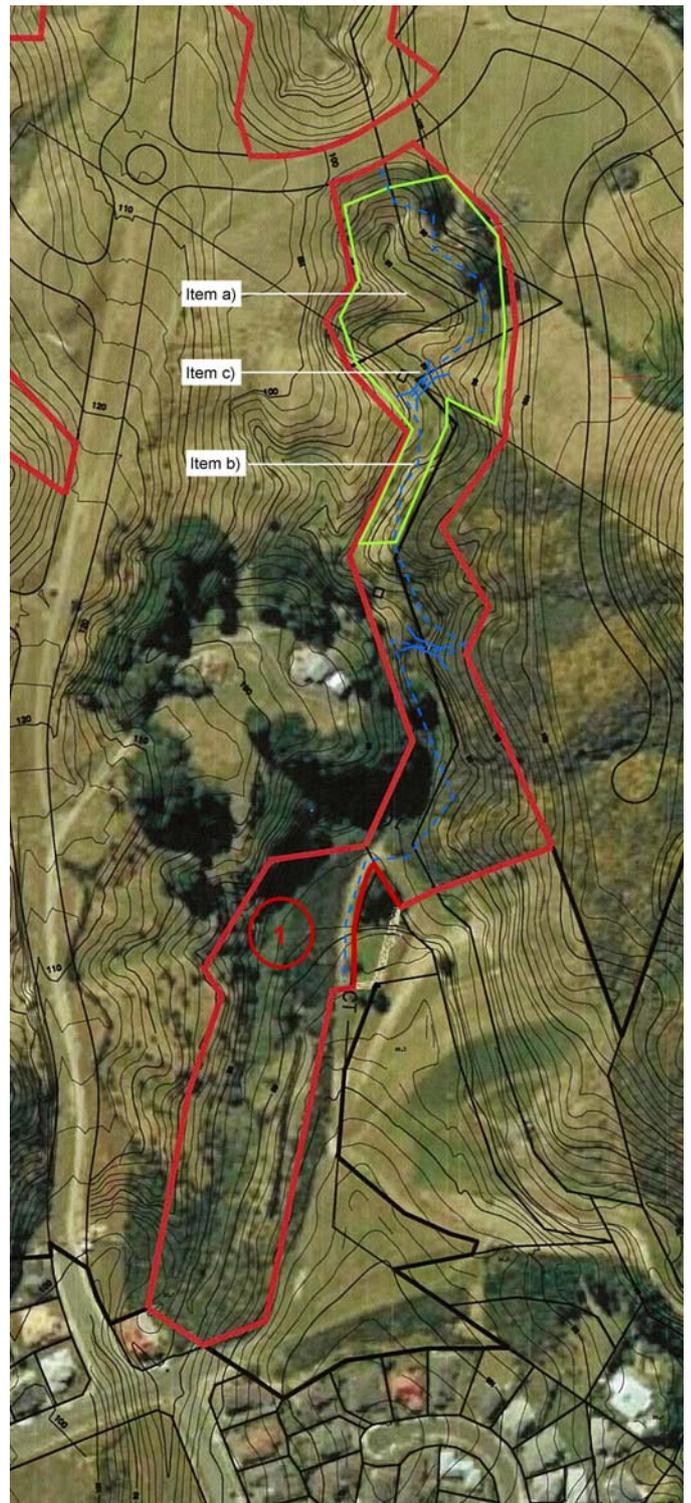


Figure 1 –Development items for reserve 2, 1.
Note: Not to scale, locations and sizes conceptual only.

Reserve 2 - The knoll and reservoir area

<i>Values</i>	<p>This area is visually prominent and seen from many existing, and future, dwellings. The area is an integral part of the steeper slopes and ridges open space framework, making a valuable contribution to the visual coherence of the wider landscape.</p> <p>Provision of access to the Outer Green Belt</p> <p>The establishment of indigenous vegetation in the area will add diversity to the landscape and provide cues to future landowners adjoining the reserve.</p>
<i>Reserve development plan criteria</i>	<p>a) Track to walking specification up to the knoll</p> <p>b) Native plant buffer (specification a) 10m wide on northern side adjoining residential allotments.</p> <p>c) Native revegetation (specification b) of the gully to the south and below the reservoir.</p>

Reserve 3 – Western Tributaries

<i>Values</i>	<p>A steep tributary runs from the top of best ridge down to Stebbings stream.</p> <p>The planting of wet areas and streams will reinstate ecological values and, ideally, become an essential part of future ecological corridors running down into the valley bottom. The area would contribute to the landscape quality and ecological resilience of the wider landscape.</p>
<i>Reserve development plan criteria</i>	<p>a) Native revegetation (specification b) 5m wide on each side of each tributary to Stebbings Stream.</p> <p>b) Revegetation on east/southern side of stream to be covenanted if they do not lie within the reserve boundaries.</p> <p>c) Unassisted reversion of other areas to native forest</p> <p>d) Farm fencing surrounding the riparian revegetation where appropriate</p>

Reserve 4 - The middle ridge

<i>Values</i>	<p>For dwellings on the eastern side of Stebbing's Valley the visual and open space values are potentially extremely high. For these dwellings the reserve will be their dominant view and will effectively create a very rural outlook, houses being a relatively minor element at the base of the hill and along the stream. The open character will be complemented by the open tops further to the west.</p> <p>Planting along ephemeral water courses, and adjacent to residential boundaries will give emphasis to landform and create interest and diversity. Such plantings could be carried through the built area and connected into plantings along Stebbing's Stream, enhancing ecological values and adding considerably to the coherence of the landscape as well as the containment of buildings.</p> <p>As a recreational resource, the reserve would have value in providing access linkages but activities on the site itself would be limited by steepness. Never the less, the area provides opportunities for children to explore and play in an unstructured environment.</p>
<i>Reserve</i>	<p>a) Native plant buffer (specification a) 10m wide adjoining residential allotments.</p>

<i>development plan criteria</i>	<ul style="list-style-type: none"> b) Native revegetation (specification c) 5m or greater on each side of ephemeral streams and adjacent wet or damp areas. c) Accessway off northern ROW linking main roads if feasible d) Tracks to walking specification located between the formed access points and across the top of the reserve.
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Reserve 5 – Middle Stebbings Stream

<i>Values</i>	<p>Stebbing's Stream and its associated ecological and public access values have the potential to become a critical element of coherence and give definition to the valley character. It will also offset, to some extent, the dominance of the road on the western side of the stream.</p> <p>In order to achieve well integrated landforms and amenities, planting along the stream should reflect the natural topography rather than legal boundaries and extend up tributaries draining the valley sides.</p> <p>Apart from its value as an ecological and recreational corridor and its amenity values for the immediate residents (visual and wildlife and general ambience) the stream would greatly enhance the experience for those driving through the area.</p> <p>A needs assessment has determined that a small play ground area should be provided to the North of the lower Stebbings Valley area.</p>
<i>Reserve development plan criteria</i>	<ul style="list-style-type: none"> a) Native revegetation (specification b) of the whole gully up to residential boundaries if approved by GWRC flood protection b) Tracks to walking specification located along length of reserve if possible. Exact layout to be determined. c) Footbridges as required by final track layout. d) 3 car parks located at the south western end. e) 3? car parks located at the access point under the pylons. f) Medium sized playground and equipment located at the north eastern end of the reserve.

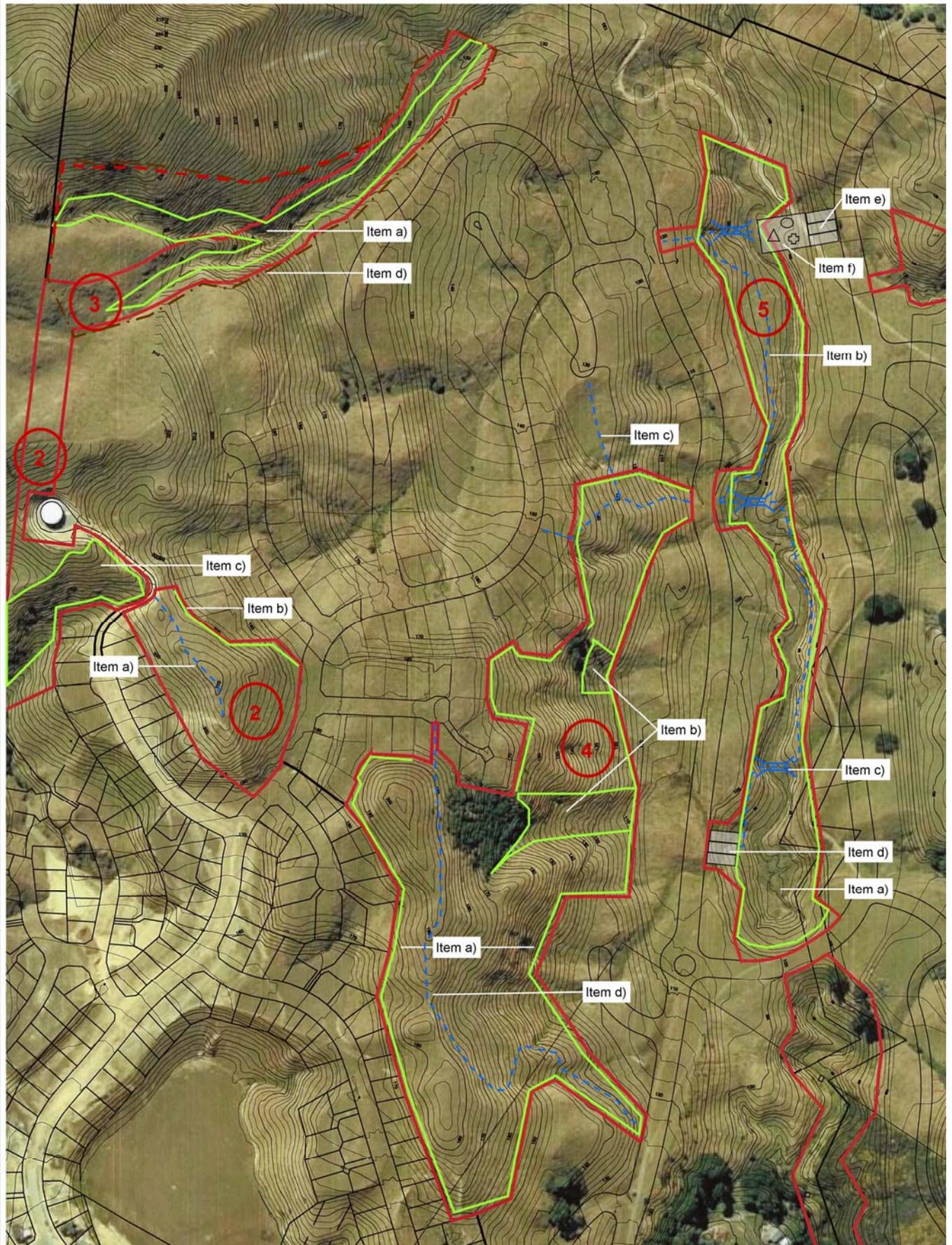


Figure 2 –Development items for reserves 2, 3, 4, and 5. Note: Not to scale, locations and sizes conceptual only.

Reserve 6 - Marshall Ridge

<p><i>Values</i></p>	<p>The steep faces running out onto Marshall Ridge above the future built area provide a distinctive 'edge', and potentially a sense of containment. Planting to enhance and extend riparian vegetation out onto the lower faces and along the backs of houses would shelter and buffer the developed areas and add considerably to the character and the quality of the landscape.</p> <p>Marshall Ridge is very prominent and has a very extensive visual catchment. The ridge is particularly prominent from Grenada and the motorway and is an integral part of the wider pattern of the open ridge tops which confer a special character and quality on the Wellington landscape, especially when entering the city. This character must be protected. The area captured within the 'Ridges and Hilltops Overlay' in the district plan is subject to constraints which aim to achieve this protection.</p> <p>If possible the reserves eastern boundary should be moved down the ridge as much as possible.</p>
<p><i>Reserve development plan criteria</i></p>	<ul style="list-style-type: none"> a) Retain first order stream running adjacent to the bush within the reserve land b) Native revegetation (specification b) 10 m wide planted on south side of first order stream. c) Track (walking track specification) up the south side of the first order stream if feasible and environmental effects are minimal. d) Native plant buffer (specification a) 10m wide adjoining northern residential allotments. e) Continue grazing over most of area in medium term. Long term the area may be revegetated by WCC but this would need to happen in sections over time. f) Farm fencing surrounding bush remnants and around boundary of reserve if deemed to be practical or necessary by both parties. g) 3 car parks to be constructed near the future water reservoir for visitors of the Marshall Ridge. h) Native revegetation (specification b) between the 3 main remnants to create a continuous band (ecological corridor). In time this will be extended out to the north eastern boundary and west around to Stebbings Stream by WCC.

Reserve 7 - Forest Remnant

<p><i>Values</i></p>	<p>This forest remnant and the smaller remnant to the south which will be covenanted retain elements of the tawa forest that once dominated the area. With species such as tawa, hinau, rewarewa, titoki, and puka these remnants are important seed sources for future forest regeneration in the area. These patches have been grazed up until recently and so currently have little understory and some weeds.</p> <p>It is expected that over time the understory should recover, however due to the small size of these patches ongoing weed control will be required. In order to minimise this 'edge effect' and weed invasion, the amount of edge compared with the area needs to be minimised. This can be achieved by making the remnants as square or round as possible.</p>
<p><i>Reserve development plan criteria</i></p>	<ul style="list-style-type: none"> a) Track through middle of largest remnant if environmental effects are minimal b) Reserve 7 to extend approximately 25m alongside stream from where it exits forest remnant to the road. Revegetation along that riparian strip. c) Native revegetation (specification b) of various small unvegetated areas to reduce edge effects and create more self sustainability..

Reserve 8 - Marshall Ridge knoll

<i>Values</i>	<p>The knoll marks the last high point on the southern end of Marshall ridge. It is visually prominent. The area is an integral part of the steeper slopes and ridges open space framework, making a valuable contribution to the visual coherence of the wider landscape.</p> <p>The establishment of indigenous vegetation in the area will add to existing vegetation creating a more sustainable forest ecosystem.</p>
<i>Reserve development plan criteria</i>	<p>a) Track to walking specification up to the knoll. b) Native revegetation of lower slopes.</p>

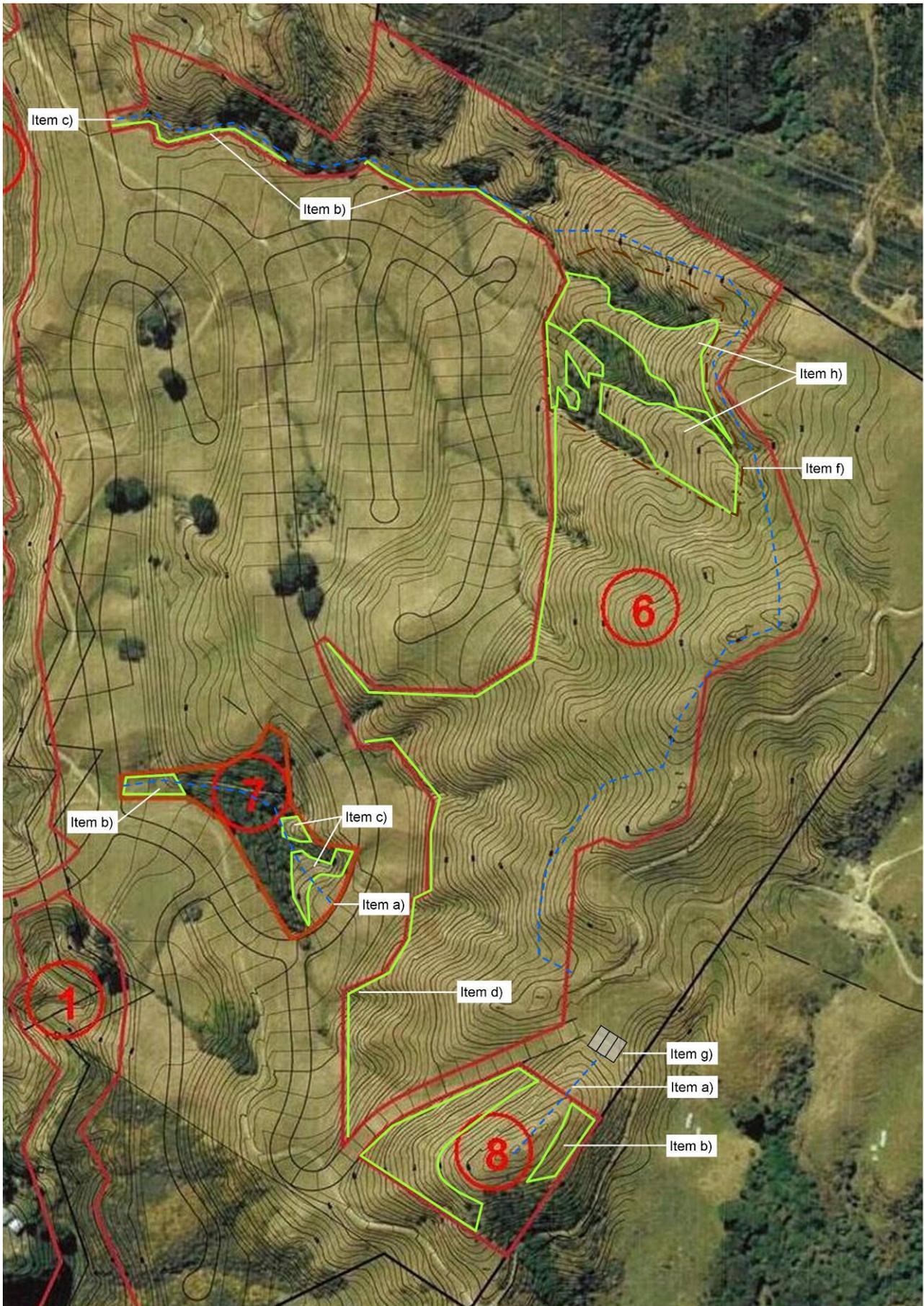


Figure 3 –Development items for reserves 6, 7, and 8. Note: Not to scale, locations and sizes conceptual only.

Schedule 3

Form of Encumbrance

Schedule 4

Design Specifications

1.0 TRACKS

Track work needs to comply with the Parks and gardens tracks upgrade and maintenance manual and with New Zealand standard SNZ HB8630:2004.

All track design and alignment must be approved by Parks & Gardens before installation.

1.1 Walking Track

Surface	2.5x depth of max aggregate (using gap 20) after compaction. Crowned.
Aggregate	Lime stabilised top course or as recommended
Gradient	Max 1 in 3.7 (15 deg)
Cross fall	2-3% on either side of the crown
Steps	Kept to an absolute minimum. See NZ standard SNZ HB8630:2004
Width	1.2
Drainage	Adequate drainage to ensure no pooling of water and minimal erosion
Edging	Wooden edging only where required

1.2 Path

Surface	Concrete
Gradient	max 1 in 12 (5 deg)
Cross fall	2-3%
Steps	none
Width	Min 1.4 preferably max of 2m
Drainage	Adequate drainage to ensure no pooling of water and minimal erosion

2.0 REVEGETATION

2.1 Specification (a) – Residential buffer

Species	<i>Hebe stricta</i>	(20%)
	<i>Coprosma repens</i>	(5%)
	<i>Pseudopanax arboreous</i>	(10%)
	<i>Coprosma robusta</i>	(20%)
	<i>Griselinia littoralis</i>	(5%)
Size	PB 3	
Spacings	1m	
Ground treatment	None, plant into rank grass	
Maintenance	5 years or until canopy closure is obtained, which ever comes first. 3x treatments per year timed as follows: 3 months after planting (approximately September), 6 months after planting (approximately early December), April. Includes replacements of failures within the first 2 years, control of any plant pest species excluding gorse, reporting on poor condition of any one group of plants, hand releasing with the 1 st year	

2.2 Specification (b) - Revegetation

Species	<i>Oleria paniculata</i>	(25%)
	<i>Pittosporum tenuifolium</i>	(25%)
	<i>Hebe stricta</i>	(10%)
	<i>Hebe arborea</i>	(10%)
	<i>Kunzea ericoides</i>	(10%)
	<i>Leptosporum scoparium</i>	(10%)
	<i>Cortaderia fulvida</i>	(5%)
	<i>Cordyline australis</i>	(5%)
Size	PB 3	
Spacings	1m	
Ground treatment	None, plant into rank grass.	
Maintenance	5 years or until canopy closure is obtained, which ever comes first. 3x treatments per year timed as follows: 3 months after planting (approximately September), 6 months after planting (approximately early December), April. Includes replacements of failures within the first 2 years, control of any plant pest species excluding gorse, reporting on poor condition of any one group of plants, hand releasing with the 1 st year	

2.3 Specification (c) – Wet areas including ephemeral streams

Species	<i>Cyperus ustulatus</i>	(15%)
	<i>Carex secta</i>	(25%)
	<i>Cortaderia fulvida</i>	(25%)
	<i>Cordyline australis</i>	(15%)
	<i>Phormium tenax</i>	(20%)
Size	PB 3	
Spacings	1m	
Ground treatment	Spot spray	
Maintenance period	5 years or until canopy closure is obtained, which ever comes first 3x treatments per year timed as follows: 3 months after planting (approximately September), 6 months after planting (approximately early December), April. Includes replacements of failures within the first 2 years, control of any plant pest species excluding gorse, reporting on poor condition of any one group of plants, hand releasing with the 1 st year	

2.4 Plant stock quality

Plants should have a habit of growth that is normal to the species and are to be sound, healthy, vigorous nursery grown stock. All plants are to be free of insect pests, plant diseases, sun scald, abrasions, and disfigurements. All plants shall have normal and well developed branch systems, vigorous and fibrous root system that is not root bound.

All plants are to come from eco-sourced seed stock found within the Wellington district.

2.5 Planting installation quality

All plants are to be installed as per sound and accepted horticultural practices.

2.6 Plant placement

Plant placement to be as per planting plans agreed or as per supervision from appropriate Parks & Gardens staff.

3.0 PLAY GROUND

WCC will design. Will be according to Playground Standard NZS 5828 2004.

4.0 FENCING

4.1 Farm fencing - post and wire

- Timber posts, strainers, battens and stays.
- Timber posts, strainers, and stays to be H4 treated
- Strainers to have a footing.
- Battens to be H3 treated
- Posts at 3.35m centres
- Four battens fixed between each post
- 6 Strands of high tensile No. 7 gauge non-rusting wire.
- Wires to be evenly spaced
- Hot dipped galvanized mild steel staples and tensioners are to be used
- Standard farm fence height and associated depth of post.

5.0 CARPARKING STANDARDS

Car parks provided in parks and reserves are to be compliant with Council's Roading Specification.

Written approval is needed from Building Consents and Licensing Services for a new kerb crossing, driveway, or parking area. Any Bylaw, Building Consent or Resource Consent approvals required for the construction of the driveway shall be obtained by the Owner prior to any works commencing.

5.1 Gradients

These are to be measured along the inside curve of corners and centreline of straight sections where applicable.

- 1 in 20 maximum for parking areas

5.2 Surfacing

Materials used for surfacing the driveway must be permanent.

- asphalt (also called "tarseal" or "hotmix")

Note that the width of the sealed driveway (between kerbs) shall not be less than 2.7 metres, with further widening on corners. .

5.3 Parking Area Sizes

A carpark shall be 5.0 metres long by 2.4 metres wide minimum. An additional width of 300mm is required for clearance on each side of the carpark space where it is next to walls, columns, barriers etc. This is to allow easy car door opening. For example, the internal width of a garage or cardeck needs to be 3.0 metres minimum.

A parallel carpark shall be 6.1 metres long by 2.5 metres wide. An additional width of 300mm is required for clearance if the carpark is situated next to a wall or similar. A manoeuvring area of 3.5 metres is required beside the carpark on driveways or one-way roads. A manoeuvring area of 5.5 metres is required beside two way roads.

5.4 Manoeuvring Areas

The space required is in proportion to the width of the carpark, and the type of user i.e. “casual” or “regular”. More space is required for casual users than regular users. Refer to Appendix 2 of the Council District Plan for more details. Alternatively, details of suitable manoeuvring areas can be found within the standard document AS/NZS 2890.1: 2004. For more details, contact the Council vehicle access engineers.

5.5 Turning Area

An on site turning area is generally required where:

- the driveway length exceeds 50 metres
- a vehicle reversing onto the road would create a safety hazard e.g. due to limited sight distance, or due to a high traffic volume
- the driveway serves more than 2 properties (more than 4 household units)
- on driveways with a steeper gradient than 1 in 5

5.6 Stormwater Control:

When the paved surface area exceeds 30 square metres, the stormwater (rainwater runoff) shall be collected by suitable surface shaping, channelling, kerbing and sumps. No water is to flow over a public footpath or flow on to neighbouring properties. Any proposal involving a sump requires a building consent for the drainage works. Any stormwater outlet leading to the street kerb is to be formed of 100mm diameter galvanised mild steel.

Where soils, topography and slope permit run off shall be directed from the car park to soak pits or similar vegetated channels. These channels with provisions for infiltration or detention can either

- Percolate to the ground where capability is available and is satisfactory to the Drainage Engineer.
- Temporarily store run off and release at a slower rate to the public stormwater system

However overflows from the channel must drain to an approved outfall

5.7 Safety Barriers:

Where there is a drop of 600mm or more adjacent to a driveway or carpark, a safety barrier approved in accordance with the Building Code will be required. A building consent will be required.

5.8 Existing Underground And Overhead Services

The applicant must find the location of all underground services, including mains and distribution networks to nearby properties, and obtain written approval for your project, before

starting work. These must be indicated on plans for the proposed driveway and kerb crossing. The applicant will have to pay for the repair of any damage, relocation and adjustment of such services – the costs can be substantial. A list of authorities and utilities is available from Building Consents and Licensing Services or the Road Protection Team of the Roading and Traffic Department.

5.9 Kerb Crossing Locations

New kerb crossings shall be located clear of any existing street sump, service pole, stormwater outlet pipe or service cover. The applicant may have these relocated where possible, but will need to pay for the work.

6.0 STRUCTURES

6.1 Footbridges

Design will be in conjunction with Parks & Gardens staff and as per New Zealand standard SNZ HB 8630:2004 Tracks & Outdoor Visitor Structures, the building code and Parks and Gardens track maintenance and upgrade manual v1.1.

6.2 Boardwalks

Design will be in conjunction with Parks & Gardens staff and as per New Zealand standard SNZ HB 8630:2004 Tracks & Outdoor Visitor Structures, the building code and Parks and Gardens track maintenance and upgrade manual v1.1 (see drawings 06/113-05 and 06/113-06).

Boardwalks are to be either 900mm or 1200mm wide depending on the situation.

Schedule 5

Indicative Quantities (estimate only)

	Quantity
RESERVE 1 - Lower Stebbings stream	
Track from new road to GW dam	506 m
Footbridges - where required	3 #
Reveg - Northern end, spec b	9801 m sq
RESERVE 2 - The knoll and reservoir area	
Track to walking spec up to the knoll.	238 m
Native plant buffer (specification a) 10m wide adjoining northern residential allotments.	1900 m sq
Native revegetation (spec b), gully to the south and below the reservoir.	8308 m sq
RESERVE 3 - Western tributaries	
Native revegetation (specification b) 5m wide on each side of the 2 streams.	6380 m sq
Farm fencing protecting the riparian revegetation from stock	500 m
RESERVE 4 - The middle ridge	
Native plant buffer (spec a) 10m wide adjoining residential allotments.	23240 m sq
Native revegetation (specification c) 5m or greater on each side of ephemeral streams and adjacent wet or damp areas.	2354 m sq
Track to walking specification located between the formed access points	572 m
RESERVE 5 - Middle Stebbings stream	
Native revegetation (specification b) of the whole gully up to residential boundaries.	32478 m sq
Tracks (walking specification) located along length of reserve. Exact layout to be determined.	2500 m
Footbridges as required by final track layout.	2 #
3 carparks located at the south western end.	3 #
3 Carparks located at the access point under the pylons.	3 #
Medium sized playground & equipment located at the north eastern end of the reserve.	1 #
Flat playing field	180 m sq
Concrete footpath from road to play equipment	25 m
RESERVE 6 - Marshall Ridge	
Native revegetation (specification b) 10 m wide planted on south side of first order stream.	4430 m sq
Track (walking track specification) up the south side of the first order stream if feasible.	1517 m
Track (walking track specification) along the top.	1116 m
Native plant buffer (specification a) 10m wide adjoining residential allotments	773 m sq
3 car parks to be constructed near the future water reservoir for visitors to Marshall Ridge.	3 #
Native revegetation (specification b) of between the 3 main remnants to create a continuous band (ecological corridor). In time this will be extended out to the north eastern boundary and west around to Stebbings Stream	6404 m sq
RESERVE 7 - Forest Remnant	
Track through middle of reserve if feasible	174 m
Native revegetation (spec b) of small areas surrounding each reserve to reduce edge effects	2000 m sq
RESERVE 8 - Marshall Ridge Southern Knoll	
Native revegetation (specification b) of lower slopes	2500 m sq
Path disabled access if feasible	100 m