

**BEFORE INDEPENDENT HEARING COMMISSIONERS
APPOINTED BY THE HAMILTON CITY COUNCIL**

IN THE MATTER of the Resource Management Act 1991 (**Act**)
AND

IN THE MATTER of an application for subdivision and land use
consent for the Amberfield development
pursuant to the Act.

APPLICANT Weston Lea Limited

CONSENT AUTHORITY Hamilton City Council

**SUPPLEMENTARY EVIDENCE OF
JONATHON NICHOLAS PHILIP PEACOCKE
FOR WESTON LEA LIMITED**

Dated: 1 May 2019

INTRODUCTION

1. My name is Jonathon Nicholas Philip Peacocke.
2. I live in Mount Maunganui and I am part of the Peacocke family who own the land that is the subject of this resource consent application.
3. I am a director of Weston Lea Limited (**Weston Lea**), the applicant for the resource consent for the Amberfield development. I am also a director of The Adare Company Limited (**Adare**), the owner of the site to which the application relates.
4. I am authorised to give this evidence on behalf of Weston Lea. To the extent relevant I also confirm that I am authorised to give this evidence on behalf of Adare.
5. The purpose of this evidence is to outline:
 - (a) The relationship between Weston Lea and Adare.
 - (b) Adare's agreement to provide a guarantee by Adare to Hamilton City Council regarding performance of certain ongoing conditions of consent. This is being proposed to provide additional assurance that the ongoing consent conditions offered by Weston Lea, particularly in relation to the long-tailed bats will be secured into the future.

THE RELATIONSHIP BETWEEN WESTON LEA AND ADARE

6. As outlined in the evidence in chief of Mark Peacocke, the Peacocke family has been the long-term owner of the Amberfield site since the 1880s. Adare is the current land holding company. It has been the landholding company of the Amberfield land for several years now.
7. Weston Lea was incorporated in May 2018 just prior to the resource consent application being lodged.
8. Adare and Weston Lea have the same directors (other than Mark Peacocke who is only a director of Weston Lea). The two companies also have the same shareholders. However, each company has different business purposes. Adare is principally a farming and landholding company, while

Weston Lea has been separately incorporated as the company to specifically advance the family's development within Peacocke.

9. In particular, Weston Lea was formed as a development company for the land owned by Adare within the wider Peacocke Structure Plan Area (**PSPA**). This includes both the land that the Amberfield subdivision relates to, but also Adare's other land within the PSPA.
10. It is intended that Weston Lea will be long term development company advancing the development of Adare's land holding within the PSPA. For example, it is anticipated that Weston Lea will be the vehicle to further the development of the proposed commercial centre within Amberfield. It will also be the entity that negotiates the sale of lots within Amberfield.
11. Adare will transfer land to Weston Lea for the purpose of development at Amberfield at the appropriate time. It is intended that it will retain its other landholdings in the PSPA (until those are also developed).

THE PROPOSED GUARANTEE

12. Compared to Adare, which as outlined above is a significant landowner in the PSPA, Weston Lea does not hold or own any significant assets.
13. Accordingly, to address any potential concern that Weston Lea might not be in a position to perform any of the ongoing obligations proposed by Weston Lea that will extend beyond the time titles are created under the subdivision consent, Adare is proposing to provide a guarantee in favour of the Council.
14. This issue of ongoing performance of the conditions of consent relates particularly to the implementation of the Gully and Esplanade Reserve Vegetation Management Plan and the Long-Tailed Bat Management and Monitoring Plan as proposed in the evidence of Weston Lea's experts. I understand that these conditions contain long term obligations that will need to be complied with following the implementation of the subdivision consent.
15. The conditions included in Mr Serjeant's evidence in reply include proposed condition 101 as follows:

- 101 Prior to the exercise of this consent, The Adare Company Limited shall provide surety in the form of a deed of guarantee in favour of the Council to guarantee the performance of specified conditions of consent by the consent holder. The guarantee shall ensure the performance of all those obligations contained within Conditions 76 to 99 in relation to ensuring the implementation of the Gully and Esplanade Reserve Vegetation Management Plan and the Long-Tailed Bat Management and Monitoring Plan.
16. I confirm on behalf of Adare that it agrees with such a condition being imposed. Adare (along with Weston Lea) recognises the importance of ensuring that there is confidence that the bat mitigation package proposed by Weston Lea will be implemented.
17. As a director of Weston Lea I am confident that company will be in a position to perform all ongoing obligations associated with implementing the proposed subdivision, but I equally accept that a guarantee from Adare will provide further assurance to the Council and interested parties that all obligations proposed by Weston Lea will be performed.

Dated this 1st day of May 2019



Handwritten signature of Jonathon Nicholas Philip Peacocke in cursive script, positioned above a horizontal line.

Jonathon Nicholas Philip Peacocke