

BEFORE THE CANTERBURY REGIONAL COUNCIL

IN THE MATTER **Of the Resource Management Act 1991 ("the Act")**

AND

IN THE MATTER **Applications for the discharge to air of contaminants
(CRC175344) and discharge of contaminants to land that
may enter water (CRC175345)**

BETWEEN **CANTERBURY LANDSCAPES SUPPLIES LIMITED**

Appellant

**EVIDENCE OF PHILLIP JACOB WYLIE
IN RESPECT OF LEASE AGREEMENT**

Anthony Harper
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A handwritten signature in dark ink, reading "Anthony Harper". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

1 INTRODUCTION

- 1.1 My name is Phillip Jacob Wylie.
- 1.2 I have the qualifications and experience as set out in my statement of evidence date 19 February 2018.

2 SCOPE OF EVIDENCE

- 2.1 This evidence responds to paragraph 6 of Minute #3 of the Hearing Commissioners McGarry & Iseli. Paragraph 6 requests evidence of the existence of a formal lease, details of the terms of the lease and disclosure of all conditions and terms which may affect Canterbury Landscape Supplies' (CLS) ability to undertake the proposed composting operation.
 - 2.2 In respect of this request, I can confirm that a formal lease exists between Jacinta Pearl Mackle and Katherine Mary Hewson (Landlord) and Canterbury Landscape Supplies (Tenant). The Guarantor of the Lease is Stephen Griffith, a director of CLS.
 - 2.3 The Lease relates to part of the property at 949 South Eyre Road, Swannanoa. The part of the property leased corresponds with the application site shown in the consent applications lodged by Mr. Loe with Environment Canterbury on 05 April 2017.
 - 2.4 Including rights of renewal, the Lease expires on 31 July 2030. As with any other leases, negotiations to extend the Lease beyond this date will be a possibility.
 - 2.5 There are no conditions or terms of the Lease which affect CLS's ability to undertake the proposed composting operation. As noted in the S 42A Report by Ms. Wadworth, the Landlords have provided their written approval to the consent applications.
 - 2.6 There are however a range of "further terms" to the Lease which impose requirements on CLS as to how it conducts the proposed business. These further terms include:
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- (a) A requirement to maintain public liability insurance to the value of \$10m to be used for the benefit of the Landlord and surrounding landowners;
- (b) A requirement to connect the Property to the local power supply and make provision for the supply and storage of water on the Property;
- (c) A requirement to ensure that at all times a 30 metre clearance exists from the operation to the standing forestry on the Landlord's property surrounding the premises; and
- (d) A prohibition on public access to the Property.

Philip Jacob Wylie

16 April 2018.