

Full Council

31 July 2025

Report for Agenda Item | Rīpoata moto e Rāraki take [11]

Department: Property & Infrastructure

Title | Taitara: Land Exchange Between 466 & 516 Frankton-Ladies Mile

Purpose of the Report | Te Take mō te Pūroko

The purpose of this report is to consider the exchange of 528m² of land between the Council property at 516 Frankton-Ladies Mile (516) and the adjoining privately owned property at 466 Frankton-Ladies Mile (466).

Executive Summary | Whakarāpopototaka Matua

This is fundamentally an identical proposal for an exchange of the same land (albeit less 1m²) that was agreed by Full Council on 10 December 2020 (as then Agenda item 5), with a deadline on that approval expiring on 10 December 2023. The prior landowner (and then applicant) of 466 at the time was Queenstown Commercial Ltd. As they never progressed the land swap before the deadline, the Council approval subsequently expired.

The location of the two properties is illustrated in the image below.

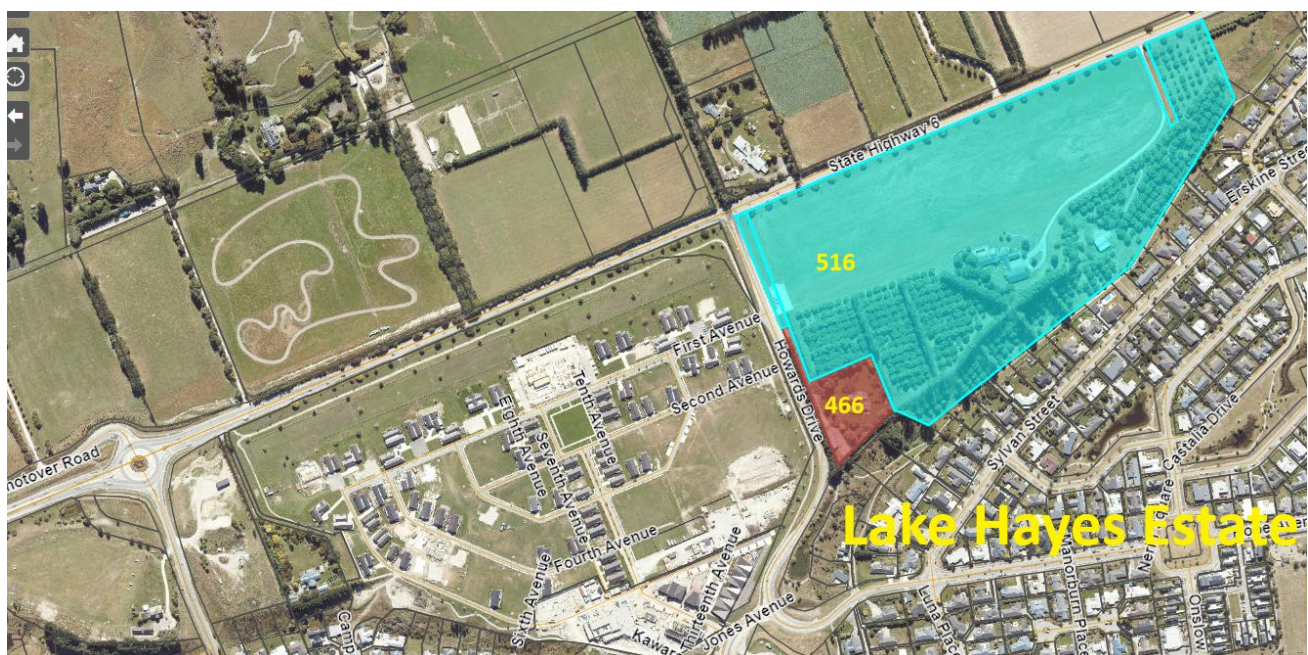


Figure 1: Locality Plan

A repeat permission is now being sought by the new landowner of 466, being Doolytle & Son Ltd (DSL). Their application and its various appendices (incorporating the 2020 Agenda report) are included as **ATTACHMENT A** of this report. For clarity, ATTACHMENT A contains the application as submitted and its respective Appendices A through to G, noting that Council Officers have redacted Appendix D for reasons discussed later in this report.

The land at 466 has also since been rezoned to a Local Shopping Centre Zone under the Proposed District Plan.

A new element is that it is the advice of Council Officers that the previously anticipated removal of encumbrances (an easement and a covenant) on land at 516, is required in a much shorter deadline, potentially aside from the formal land exchange. That element is further discussed in this report.

Given the nature of the request is fundamentally identical to that put to Full Council on 10 December 2020, some similar elements of the 2020 Agenda report have been transcribed to the current report.

Recommendation | Kā Tūtohuka

That the Council:

1. **Note** the contents of this report;
2. **Approve** the exchange of land between 516 Frankton-Ladies Mile and 466 Frankton-Ladies Mile as shown on the Aurum Survey Plan 'Land Exchange' Drawing Number 5921.4R.1B, included as Appendix E of **ATTACHMENT A**; and
3. **Agree** that Council's approval to undertake this land exchange shall be limited to a period of one year from the date of this resolution; and
4. **Require** that prior to whichever is the sooner of either six months of the date of this Council resolution, or as part of the land exchange, that both the easement and covenant identified below, are formally surrendered in full by the owner of 466 Ladies Mile, at their cost:
 - a) Easement 790750 that is located on the Council site at 516 Frankton–Ladies Mile Highway.
 - b) Land Covenant in Covenant Instrument 11462715.5.
5. **Delegate** final terms and conditions, along with any associated agreements, minor alignment, area changes and signing authority, to the Chief Executive of Council.

Prepared by:



Name: Aaron Burt

Title: Senior Property and Planning Advisor

25 June 2025

Reviewed and Authorised by:



Name: Tony Avery

Title: General Manager Property &
Infrastructure

7 July 2025

Context | Horopaki

1. The owner of 466 Frankton-Ladies Mile seeks a land exchange with Council, to facilitate future development of the site. The land exchange is enabled by an approved Subdivision Consent for a boundary adjustment (RM200665, included as Appendix D of ATTACHMENT A), albeit that consent expires on 31 March 2026. Please note that for the purpose of this agenda item, the consent decision in Appendix D has been redacted to contain the cover page, conditions and approved plans (the full decision and analysis can be accessed in Council's public Edocs portal). To advance that Subdivision Consent, 466 requires a new recommendation approval from Full Council to approve the land exchange, that being the purpose of this report. The image below identifies the areas to be transferred, as shaded.

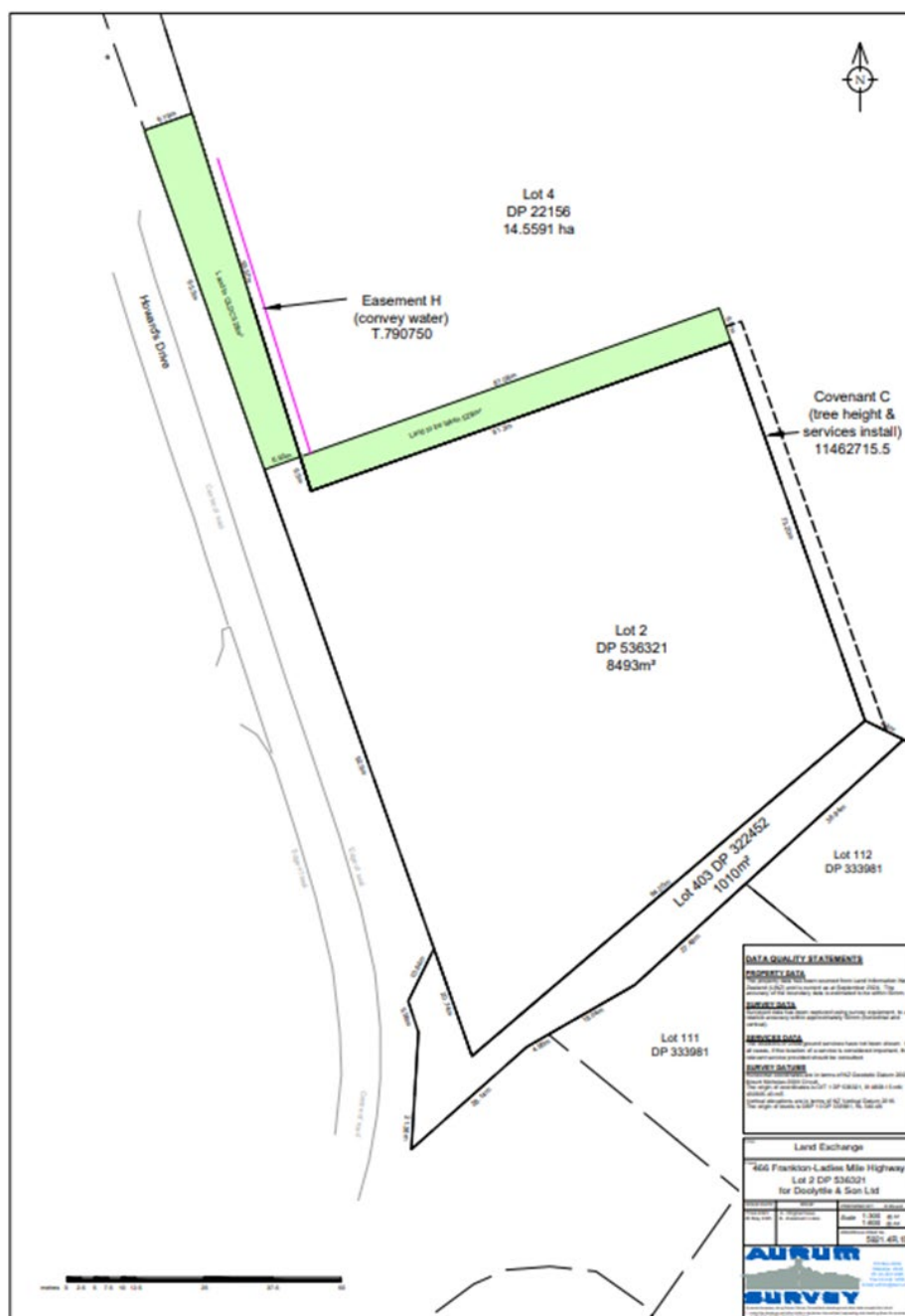


Figure 2: Land Exchange Plan

2. The Council acquired the land at 516 Frankton-Ladies Mile on 14 June 2019, to enable options to meet the increasing needs of the residential communities in the locality. The redundant residential building has since been removed to enable future options for the land, given the land's premise for being acquired is to accommodate community purposes.
3. The 516 Frankton-Ladies Mile land has an existing water bore that whilst available to 466 and provided by an easement, is effectively unnecessary given the water contains high traces of arsenic. There is also a covenant in favour of 466 which provides for any upgrades to water services to 516 being also extended to 466. The covenant also makes mention of redundant matters relating to boundary vegetation. Copies of the easement and covenant are included respectively as Appendices F & G of the application, included as ATTACHMENT A of this report.

Analysis and Advice | Tatāritaka me kā Tohutohu

4. The Council has received a request by DSL to carry out an exchange of land, potentially affecting 528m² of property in each of the two titles (copies of the titles are included as Appendices A & B of ATTACHMENT A).
5. The proposal will see an equal area of land exchanged, which benefits their site by removing an existing accessway, when the property can be accessed directly from Howards Drive without the accessway land. A new accessway to 466 is proposed to be constructed elsewhere in their remaining frontage, subject to any Resource Consent for a development of their site.
6. By realigning the boundary of their property, DSL believe it will improve their future use of the site, which is being considered for development that aligns its Local Shopping Centre zoning under the Proposed District Plan.
7. The Council will benefit from the exchange as it provides an additional road frontage to 516 of 65.5m. It should be noted that some of the existing chestnut trees on the land to be transferred are likely to be subsequently removed for the future development.
8. Approval of the land exchange does not infer any subsequent approval by Council in a regulatory capacity to the new accessway location or to a future subdivision or commercial development of the 466 property. This would need to be assessed through normal planning processes, and the Council will not be obliged to provide an Affected Person's Approval as neighbour to the development (if requested) or to otherwise facilitate any development of 466.
9. The exchange also provides a benefit to the Council by providing for the release of a covenant on 516 which currently requires that for any service connections installed on 516, the 516 landowner shall request permission from Council for those services to extend to 466. It is instead preferable for any services to be established in the road corridor, and that any development of 466 shall extend/connect to services accordingly as may be required by any consent.

10. In addition, the Council will require the applicant agreement to surrender the existing easement for access to the 516 water bore, which is decommissioned due to high concentrations of arsenic being detected (naturally occurring). Given these matters were required under the 2020 approval and did not transpire, Council Officers seek to better assure their surrender by placing a shorter deadline of six months from any approval of this report's recommendation. It is understood the applicant is motivated to undertake the land exchange given their Resource Consent for the associated boundary adjustment expires on 31 March 2026.
11. Council has undertaken a masterplan process for the Ladies Mile area, to inform long term planning and zoning of the area. The proposed exchange will not affect any planned uses for the sites.
12. This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002.
13. Option 1 Approve the exchange between properties.

Advantages:

- Provides a pragmatic and beneficial realignment of a Council property.
- Provides for the removal of redundant land covenant and easement from a Council property.
- Enables a better utilisation of private land, potentially for purposes provided for under the Proposed District Plan.

Disadvantages:

- None identified.

14. Option 2 Decline the request.

Advantages:

- None identified.

Disadvantages:

- Would not provide a pragmatic and beneficial realignment of a Council property.
- Would not provide for the removal of a land covenant and easement from a Council property.
- Would not enable a better utilisation of private land, potentially for purposes enabled by its zoning under the Proposed District Plan.

15. This report recommends **Option 1** for addressing the matter because it provides a beneficial realignment of property boundaries for both parties, to increase their potential utilisation.

Consultation Process | Hātepe Matapaki

Significance and Engagement | Te Whakamahi I kā Whakaaro Hiraka

16. This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy 2024 because it involves the disposal and acquisition of land by exchange.
17. The persons who are affected by or interested in this matter are the residents and ratepayers of the Queenstown Lakes District.
18. Consultation is not considered necessary in this instance, as the land is not reserve, and the Council property is improved through the addition of road frontage and the removal of an easement and covenant.

Māori Consultation | Iwi Rūnaka

19. The Council has not consulted with iwi in this instance, as the exchange involves land of particular interest to the Council as owner and the adjoining owner of the property at 466.

Risk and Mitigations | Kā Raru Tūpono me kā Whakamaurutaka

20. This matter relates to the Community & Wellbeing risk category. It is associated with RISK10022 Ineffective operations and maintenance of community services or facilities within the QLDC Risk Register. This risk has been assessed as having a high residual risk rating.
21. The approval of the recommended option will allow Council to implement additional controls for this risk. This will be achieved by relying upon the subdivision consent and its provisions to ensure any property transfer is undertaken in accordance with accepted practice in terms of the mechanisms involved under the Resource Management Act 1991.

Financial Implications | Kā Riteka ā-Pūtea

22. The applicant will pay for the survey, project management and subdivision costs associated with the exchange. Council will also benefit from not having to pay for extending services to 466 from 516. Some legal costs may be incurred by the Council to review any agreement for the surrender of the existing easement and covenant, although these will be quite minor and the applicant will otherwise be required to attend to the surrender process at their cost.

Council Effects and Views | Kā Whakaaweawe me kā Tirohaka a te Kaunihera

23. The following Council policies, strategies and bylaws were considered:
- Significance and Engagement Policy 2024
 - Risk Management Policy 2025
 - Property Sale & Acquisition Policy 2014
24. The recommended option is consistent with the principles set out in the named policies.
25. This matter is not included in the Long Term Plan/Annual Plan but has no effect upon it.

Legal Considerations and Statutory Responsibilities | Ka Ture Whaiwhakaaro me kā Takohaka Waeture

26. Council will seek a legal review to ensure the surrender documents for the easement and covenant reflect its interests and outcomes.

Local Government Act 2002 Purpose Provisions | Te Whakatureture 2002 o te Kāwanataka ā-Kiaka

27. Section 10 of the Local Government Act 2002 states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. As such, the recommendation in this report is appropriate and within the ambit of Section 10 of the Act.
28. The recommended option:
- Can be implemented through current funding under the Long Term Plan and Annual Plan;
 - Is consistent with the Council's plans and policies; and
 - Would not significantly alter the intended level of service provision for any significant activity undertaken by or on behalf of the Council or transfer the ownership or control of a strategic asset to or from the Council.

Attachments | Kā Tāpirihaka

A	Application including its Appendices: A – Record of Title for 466 B – Record of Title 516 C – Council Report for Land Exchange 10 December 2020 D – Resource Consent RM200665 (Redacted) E – Land Exchange Plan F – Easement 790750 G – Land Covenant 11462715.5
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30 May 2025

Queenstown Lakes District Council
VIA EMAIL:

Attention: Aaron Burt

Dear Aaron

466 FRANKTON – LADIES MILE HIGHWAY

DOOLYTTLE & SON LIMITED

Introduction

We represent Doolytle & Son Limited (Doolytle) in relation to the site located at 466 Frankton – Ladies Miles Highway (the 'Site').

The Site is legally described as Lot 2 DP 536321 and Lot 403 DP 322452. The Site has an area of 9503m².

The Site contains a residential unit, together with a large shed located near the western boundary of the Site. Access to the Site is obtained from Howards Drive.

To the north and east of the Site is land owned by the Council, being the site located at 516 Frankton – Ladies Miles Highway (legally described as Lot 1 DP 536321 and Lot 4 DP 22156). This land is referred to as the Council site.

Doolytle is seeking to redevelop its Site in the form of a large multi-purpose commercial development.

Prior to lodging a resource consent application with the Council for the commercial development on the Site, Doolytle is seeking to achieve the following with the Council (as a landowner):

1. Re-ignite a previously agreed land exchange between the Council site and the Site.
2. Surrendering the Easement 790750 that is located on the Council site at 516 Frankton – Ladies Miles Highway that benefits the Site.
3. Surrendering the Land Covenant in Covenant Instrument 11462715.5 that exists between the Council site and the Site.

The following information is attached to this request:

1. The Record of Title for the Site **[Appendix A]**
2. The Record of Title for the Council Site **[Appendix B]**

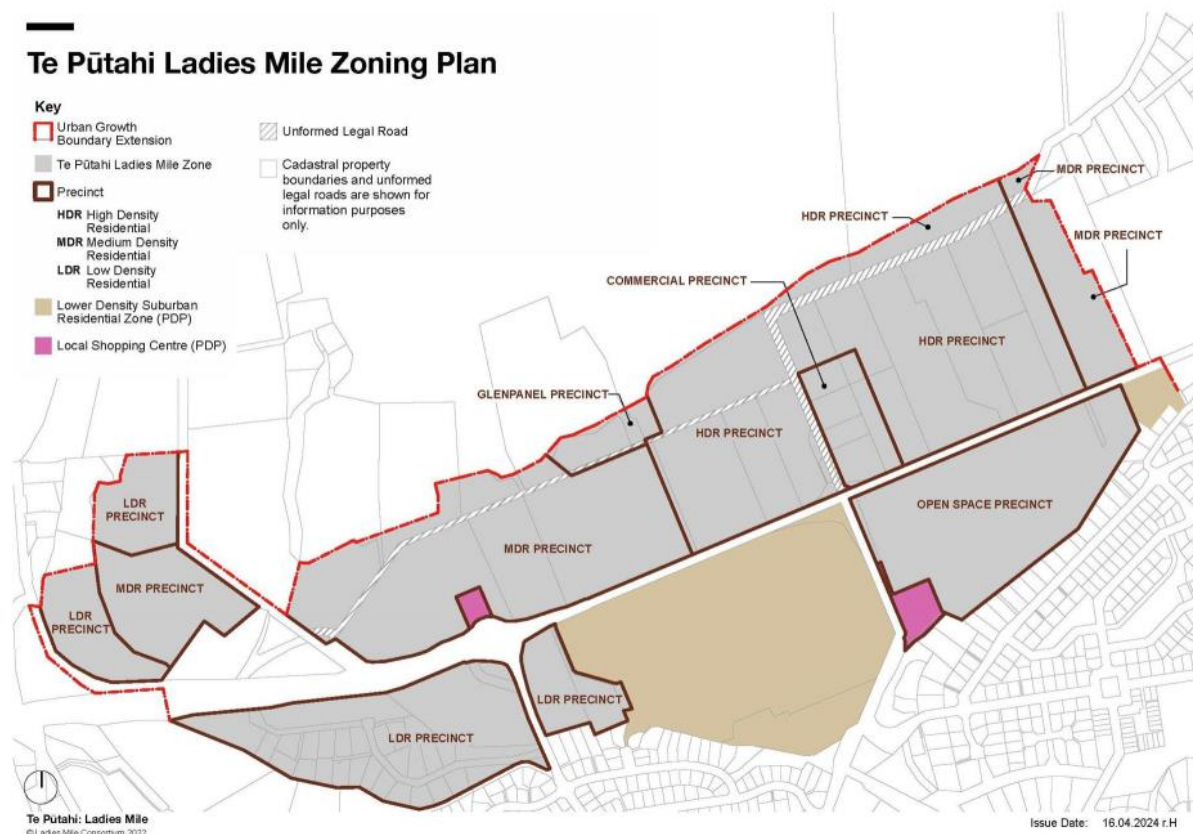
3. Council Report for Land Exchange (10 December 2020) **[Appendix C]**
4. RM200665 **[Appendix D]**
5. Land Exchange Plan **[Appendix E]**
6. Easement 790750 **[Appendix F]**
7. Land Covenant in Covenant Instrument 11462715.5 **[Appendix G]**

The request to the Council is further expanded upon below.

Proposed District Plan

The Site and the Council site are now contained in the Ladies Mile Special Zone (LMSZ), with the Site being contained within the Local Shopping Centre Zone (LSCZ), while the Council site is located within an Open Space Precinct under the LMSZ.

The Zoning Plan for the LMSZ is indicated below:



The LSCZ enables small scale 'light' commercial and business activities. As outlined above, Doolyttle is seeking to develop the site as enabled by the LSCZ.



Land Covenant in Covenant Instrument 11462715.5

Land Covenant in Covenant Instrument 11462715.5 **[Appendix G]** imposes requirements between the Site and the Council site, namely in terms of controlling vegetation along the site boundaries and the connection to reticulated services.

It is understood that as part of the previous Council approval (as landowner) for the land exchange, the requirement for the connection of future services to the Site were released by the former owners of the site.

On the basis that the land exchange is approved again by the Council, Doolittle seeks the full surrendering of the Land Covenant in Covenant Instrument 11462715.5.

Should you have any questions in relation to this letter please give me a call.

Yours Sincerely



Scott Freeman
DIRECTOR
SOUTHERN PLANNING GROUP



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **889404**
Land Registration District **Otago**
Date Issued 14 June 2019

Prior References

91017

Estate Fee Simple
Area 9503 square metres more or less
Legal Description Lot 2 Deposited Plan 536321 and Lot 403
Deposited Plan 322452

Registered Owners

Doolytle & Son Limited

Interests

Appurtenant to Lot 2 DP 536321 is a right to conduct electricity and take and convey water created by Transfer 790750 - 21.10.1991 at 10:00 am

The easements created by Transfer 790750 are subject to Section 309 (1) (a) Local Government Act 1974

Land Covenant in Transfer 5651619.4 - 9.7.2003 at 9:00 am (affects Lot 403 DP 322452)

Subject to Section 241(2) Resource Management Act 1991 (see DP 536321)

Land Covenant in Covenant Instrument 11462715.5 - 14.6.2019 at 12:54 pm

Approvals

I, hereby certify that this plan was approved by the Queenstown Lakes District Council pursuant to section 223 of the Resource Management Act 1991 on the 30th day of April 2003, subject to the granting or reserving of the easements set out in the Memorandum hereon and subject to the amalgamation specified set out hereon.

..... Chief Executive Officer

OWNERS APPROVAL:

LAKE HAYES ESTATE LIMITED
Director:

AMALGAMATION CONDITIONS:

That Lot 403 hereon be transferred to the owner of Lot 1 DP 22099 (OT 130/413) and that one Certificate of Title be issued to include both parcels (See CSN request 24845).

Areas marked 'A'-G' are to be subject to a Land Covenant.

SHEET 1 OF 7

CLASS OF SURVEY: 1

Total Area: 75.1292ha

Comprised in CT 0140/1056 - CT 0140/1059

I, Anabella Emma Hogganville, being a person entitled to practise as a Licensed cadastral mapmaker, do hereby certify that the Survey to which this dataset relates are accurate and were undertaken by me or under my supervision in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/1.

The dataset is accurate, and has been created in accordance with the Rules and these Rules.

DATED AT QUEENSTOWN THIS 5th DAY OF MAY 2003.

A. Hogganville

Field Book p. **Traverse Book** p.

Reference Plans **Examined** **Correct**

Approved as to Survey by Land Information NZ on 13-6-03

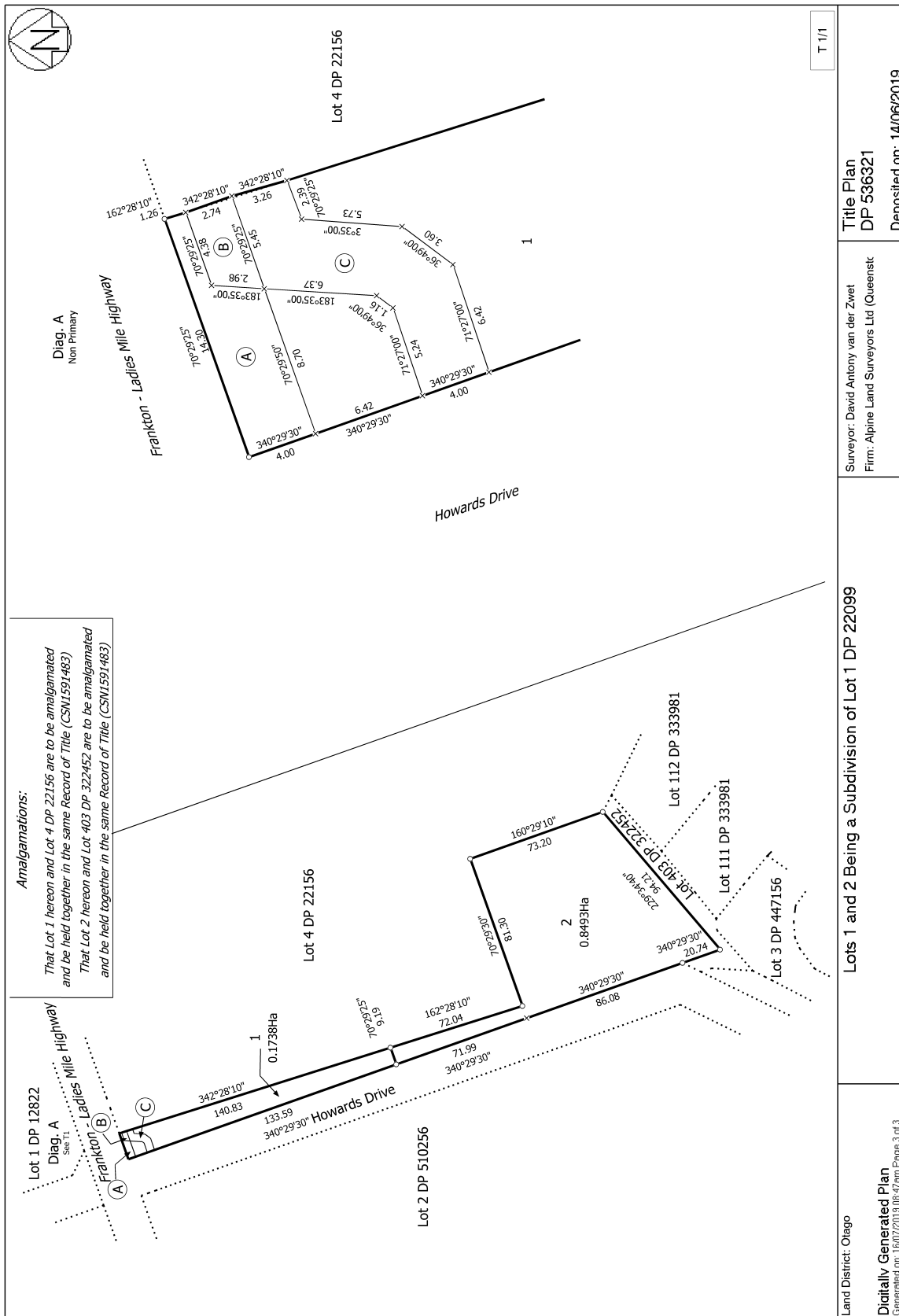
Deposited by Land Information NZ on 1-7-2003

File 8285.2
Received 12/05/03
Approved 06/07/03

DP 322452

CT. ALLOCATED

Lot	CT Reference
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423	9139/6
424	9139/7
425	9139/8
426	9139/9
427	9140/0
428	9140/1
429	9140/2
430	9140/3
431	9140/4
432	9140/5
433	9140/6
434	9140/7
435	9140/8
436	9140/9
437	9141/0
438	9141/1
439	9141/2
440	9141/3
441	9141/4
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443	9141/6
444	9141/7
445	9141/8
446	9141/9
447	9142/0
448	9142/1
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450	9142/3
451	9142/4
452	9142/5
453	9142/6
454	9142/7
455	9142/8
456	9142/9
457	9143/0
458	9143/1
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463	9143/6
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465	9143/8
466	9143/9
467	9144/0
468	9144/1
469	9144/2
470	9144/3
471	9144/4
472	9144/5
473	9144/6
474	9144/7
475	9144/8
476	9144/9
477	9145/0
478	9145/1
479	9145/2
480	9145/3
481	9145/4
482	9145/5





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R.W. Muir
Registrar-General
of Land

Identifier **889403**
Land Registration District **Otago**
Date Issued 14 June 2019

Prior References

91017 OT13D/878

Estate Fee Simple
Area 14.7329 hectares more or less
Legal Description Lot 1 Deposited Plan 536321 and Lot 4
Deposited Plan 22156

Registered Owners

Queenstown Lakes District Council

Interests

474208 Gazette Notice declaring the State Highway No.6 adjoining the within land to be a limited access road from 14.2.1976 - 4.3.1977 at 10:18 am

Subject to are rights to convey water over Lot 4 DP 22156 marked A and B on DP 21938 and over Lot 1 DP 536321 marked A and B on DP 536321 specified in Easement Certificate 780243 - 31.5.1991 at 10:43 am

The easements specified in Easement Certificate 780243 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right convey electricity and water over part marked A, convey water marked B and part of C, take and convey water shown marked Bore and Pump all over Lot 4 DP 22156 and all shown in Transfer 788119.2 and created by the said Transfer - 13.9.1991 at 9:29 am

Subject to a right to convey electricity over part marked A and a right to convey water marked B and C and take and convey water shown marked Bore and Pump all over Lot 4 DP 22156 and all shown in Transfer 788299.2 created by Transfer 788299.2 - 16.9.1991 at 10:39 am

Subject to an electricity right over part Lot 4 DP 22156 marked A on DP 22156 and to a right to take and convey water over part Lot 4 DP 22156 marked B, C, G and H on DP 22156 created by Transfer 790750 - 21.10.1991 at 10:00 am

Appurtenant to Lot 1 DP 536321 is a right to conduct electricity and take and convey water created by Transfer 790750 - 21.10.1991 at 10:00 am

The easements created by Transfer 790750 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right (in gross) to convey water over Lot 4 DP 22156 marked MA and MB in Transfer 874155 in favour of Arrow Irrigation Company Limited created by the said Transfer - 25.1.1995 at 9:25 am

Subject to a right (in gross) to convey water over Lot 4 DP 22156 marked A on Transfer 875861 and over Lot 1 DP 536321 marked A and B on DP 536321 in favour of Arrow Irrigation Company Limited and created by the said Transfer - 9.7.2003 at 9:00 am

5623849.2 Surrender of the right to conduct electricity marked A and the right to take and convey water marked B, C and G on DP 22156 specified in Transfer 790750 as appurtenant to Lots 1 - 4 DP 22797 - 16.6.2003 at 9:00 am

6056111.14 Surrender of the right to convey electricity marked A and the right to convey water marked B and C appurtenant to Lots 1 to 14 and Lots 16 to 43 on DP 336365 specified in Transfer 788119.2 - 25.6.2004 at 9:00 am

6056111.14 Surrender of the right to convey electricity marked A and the right to convey water marked B and C appurtenant to Lots 1 to 14 and Lots 16 to 43 on DP 336365 specified in Transfer 788299.2 - 25.6.2004 at 9:00 am

6453562.5 Surrender of the right to convey electricity marked A, right to convey water marked B and C and take and convey water marked Bore and Pump shown on the diagram attached to Transfer 788119.2 appurtenant to lots 15 and 65 to 71 DP 345265 created by said Transfer - 10.6.2005 at 9:00 am

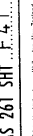
Subject to a right (in gross) to convey electricity over Lot 4 DP 22156 marked A on DP 441022 in favour of Aurora Energy Limited created by Easement Instrument 8745604.2 - 12.10.2011 at 1:42 pm

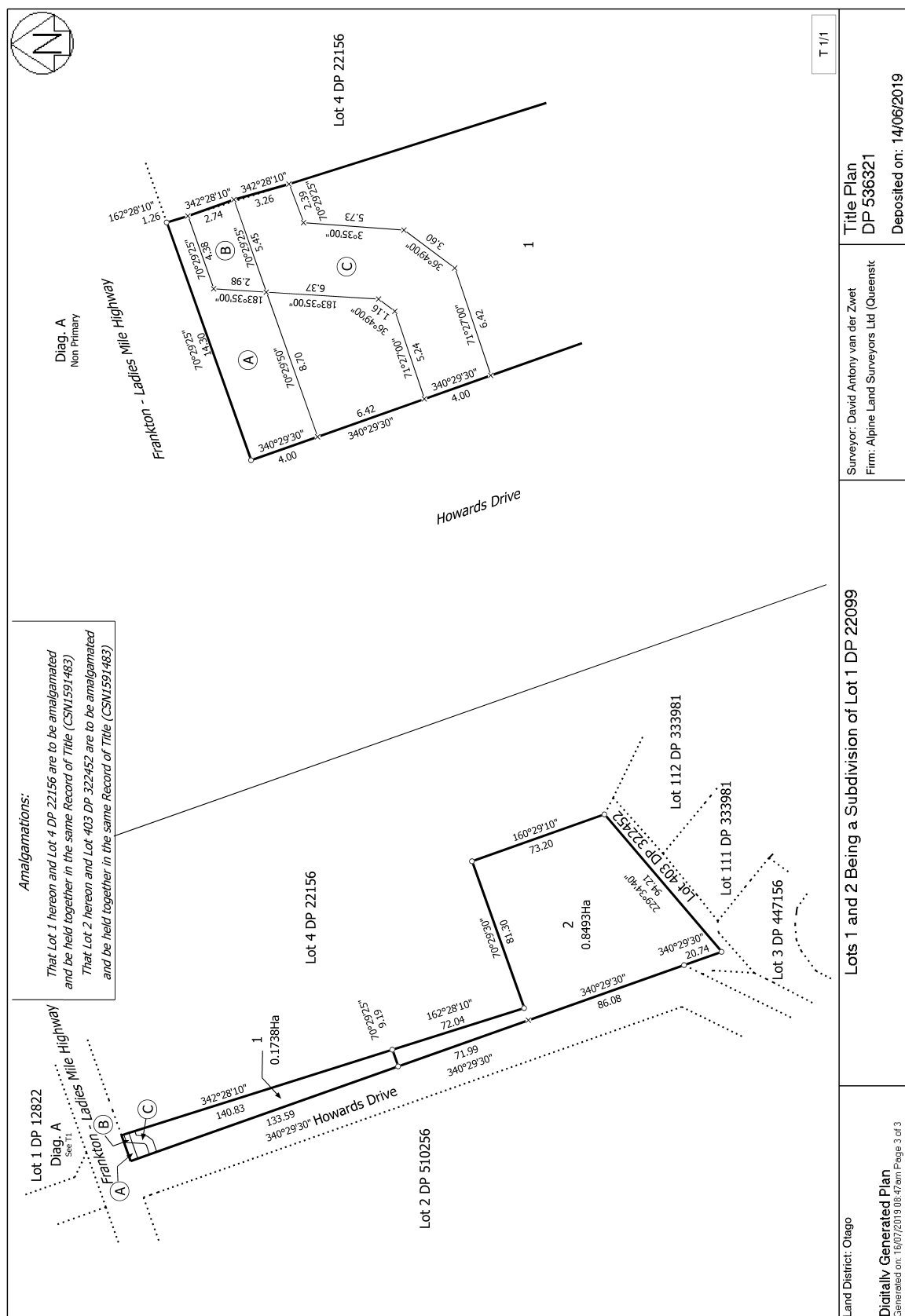
Subject to a right (in gross) to convey electricity over Lot 4 DP 22156 marked D on DP 534873 and over Lot 1 DP 536321 marked B and C on DP 536321 in favour of Aurora Energy Limited created by Easement Instrument 11427931.1 - 9.5.2019 at 2:20 pm

Subject to Section 241(2) Resource Management Act 1991 (see DP 536321)

Land Covenant in Covenant Instrument 11462715.5 - 14.6.2019 at 12:54 pm

12852852.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by His Majesty the King - 13.10.2023 at 9:06 am





Report for Agenda Item | Rīpoata moto e Rāraki take: 5

Department: Property & Infrastructure

Title | Taitara 466 & 516 Frankton-Ladies Mile Land Exchange

PURPOSE OF THE REPORT | TE TAKE MŌ TE PŪRONGO

The purpose of this report is to consider the exchange of land between the Council property at 516 Frankton-Ladies Mile and the adjoining privately owned property at 466 Frankton-Ladies Mile.

RECOMMENDATION | NGĀ TŪTOHUNGA

That Council:

1. **Note** the contents of this report;
2. **Approve** the exchange of land between 516 Frankton-Ladies Mile and 466 Frankton-Ladies Mile at nil consideration as shown on the Maven South plan with drawing number C160 Rev C dated August 2020; and
3. **Agree** that Council's approval to undertake this land exchange, along with any sale and purchase agreements relating to it shall be limited to a period of 3 years from the date of this resolution; and
4. **Delegate** final terms and conditions, along with any associated agreements, minor alignment, area changes and signing authority, to the Chief Executive of Council.

Prepared by:



Daniel Cruickshank
Property Advisor

22/11/2020

Reviewed and Authorised by:



Peter Hansby
General Manager
Property & Infrastructure

27/11/2020

CONTEXT | HOROPAKI

- 1 The developers Queenstown Commercial Ltd (QCL) have entered a sale and purchase agreement with the owners of 466 Frankton-Ladies Mile (466 Ladies Mile). Since agreeing the purchase they have been working on designs for a residential subdivision of the property and have identified a potential exchange with the Council land at 516 Frankton-Ladies Mile (516 Ladies Mile).
- 2 The Council bought the property at 516 Ladies Mile on the 14th June 2019 for future development and community use, however actual works to the site are currently on hold due to the Ladies Mile Master planning work currently underway.
- 3 516 Ladies Mile has an existing water bore that supplies 466 Ladies Mile, and there is also a covenant in favour of 466 Ladies Mile which provides for any upgrades 3 waters services to the property being also extended to the their property.

ANALYSIS AND ADVICE | TATĀRITANGA ME NGĀ TOHUTOHU

- 4 The Council has received a request by QCL to carry out an exchange of land, potentially affecting 527m² of property in each of the two titles (refer to Attachment B).
- 5 The proposal will see an equal area of land exchanged, which benefits their site by removing an existing accessway, when the property can be accessed directly from Howards Drive without the accessway land. The new access way to 466 Ladies Mile is proposed to be constructed in the South West corner of their property.
- 6 By realigning the boundary of their property, QCL believe it will improve their future use of the site, which is being considered for residential development.
- 7 The Council will benefit from the exchange as it provides an additional road frontage to the 516 Ladies Mile property of 65m. It should be noted that some of the existing chestnut trees on the land to be transferred are likely to be subsequently removed for the future development.
- 8 Approval of the land exchange does not infer any subsequent approval by Council in a regulatory capacity to the new accessway location or to a future subdivision of their property. This will need to be assessed through normal planning processes, and the Council will not be obliged to provide an Affected Person's Approval as neighbour to the development (if requested).
- 9 The exchange also provides a benefit to the Council by providing for the release of a covenant on the 516 Ladies Mile property which currently requires any services connections installed to be extended to the property at 466 Ladies Miles. In addition, the Council will also receive the applicants agreement to surrender the existing easement for access to the 516 Ladies Mile water bore, which is decommissioned due to high concentrations of arsenic being detected (naturally occurring).
- 10 The Council is currently undertaking a masterplan process for the Ladies Mile area, to inform long term planning and zoning of the area. This is now advanced to the point

where the Council is confident that the proposed exchange would not affect and planned uses for the site.

11 Option 1 Approve the exchange between properties.

Advantages:

- 12 Provides a pragmatic and beneficial realignment of a Council property.
- 13 Provides for the removal of land covenants and easements from a Council property.
- 14 Enables a better utilisation of private land, potentially for residential purposes.

Disadvantages:

- 15 Would make a long-term change to the Council property prior to the Ladies Mile Masterplan being completed.

16 Option 2 To decline the request.

Advantages:

- 17 May allow for further planning to be completed relating to the Ladies Mile Masterplan before the Council undertakes any long term works to its property.

Disadvantages:

- 18 Would not provide a pragmatic and beneficial realignment of a Council property.
- 19 Would not provide for the removal of land covenants and easements from a Council property.
- 20 Would not enable a better utilisation of private land, potentially for residential purposes

- 21 This report recommends **Option one (1)** for addressing the matter because it provides a beneficial realignment of property boundaries for both parties, increase their potential utilisation.

CONSULTATION PROCESS | HĀTEPE MATAPAKI:

> SIGNIFICANCE AND ENGAGEMENT | TE WHAKAMAHI I KĀ WHAKAARO HIRAKA

- 22 This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy because it involves the disposal and acquisition of land by exchange.
- 23 The persons who are affected by or interested in this matter are the residents and ratepayers of the Queenstown Lakes District.

- 24 Consultation is not considered necessary in this instance, as the land is not reserve, and the Council property is improved through the addition of road frontage and the removal of easements and covenants.

> MĀORI CONSULTATION | IWI RŪNANGA

- 25 The Council has not consulted with Iwi in this instance, as the exchange involves land of particular interest to the Council as owner and the adjoining owner of the property at 466.

RISK AND MITIGATIONS | NGĀ RARU TŪPONO ME NGĀ WHAKAMAURUTANGA

- 26 This matter relates to the Community & Wellbeing risk category. It is associated with RISK00009 within the QLDC Risk Register. This risk has been assessed as having a high inherent risk rating. This matter relates to this risk because the Council is undertaking a permanent property alteration through the exchange, and this risk needs to be highlighted when considering approving the action.
- 27 The approval of the recommended option will support the Council by allowing it to implement additional controls for this risk. This shall be achieved through the resource consenting process required to alter the property boundaries.

FINANCIAL IMPLICATIONS | NGĀ RITENGA Ā-PŪTEA

- 28 The applicant will pay for the survey, project management and subdivision costs associated with the exchange. Council will also benefit from not having to pay for extending services to 466 from 516, as currently apply to the property should it be developed in the future. Some legal costs may be incurred by the Council to review any agreement for sale and purchase, surrender of existing easement or associated settlement documents.

COUNCIL EFFECTS AND VIEWS | NGĀ WHAKAAWEAWE ME NGĀ TIROHANGA A TE KAUNIHERA

- 29 The following Council policies, strategies and bylaws were considered:
- Significant & Engagement Policy 2014
 - Property Sale & Acquisition Policy 2014
- 30 The recommended option is consistent with the principles set out in the named policy/policies.
- 31 This matter is not included in the Ten Year Plan/Annual Plan, but has no effect upon it.

LEGAL CONSIDERATIONS AND STATUTORY RESPONSIBILITIES | KA TURE WHAIWHAKAARO, ME KĀ TAKOHAKA WAETURE

[If there are no legal considerations or statutory responsibilities then delete this heading and section]

32 [State if there are any particular legal considerations that need to be taken into account. For example, is there any particular legislation that must be complied with, has legal advice been taken, and is the recommended option consistent with that advice?]

LOCAL GOVERNMENT ACT 2002 PURPOSE PROVISIONS | TE WHAKATURETURE 2002 O TE KĀWANATAKA Ā-KĀIKA

33 The recommended option:

- Will help meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions in a way that is most cost-effective for households and businesses by ensuring Council has property assets in their optimal configuration and with minimal property covenants and easements;
- Can be implemented through current funding under the Ten Year Plan and Annual Plan;
- Is consistent with the Council's plans and policies; and
- Would not alter significantly the intended level of service provision for any significant activity undertaken by or on behalf of the Council, or transfer the ownership or control of a strategic asset to or from the Council.

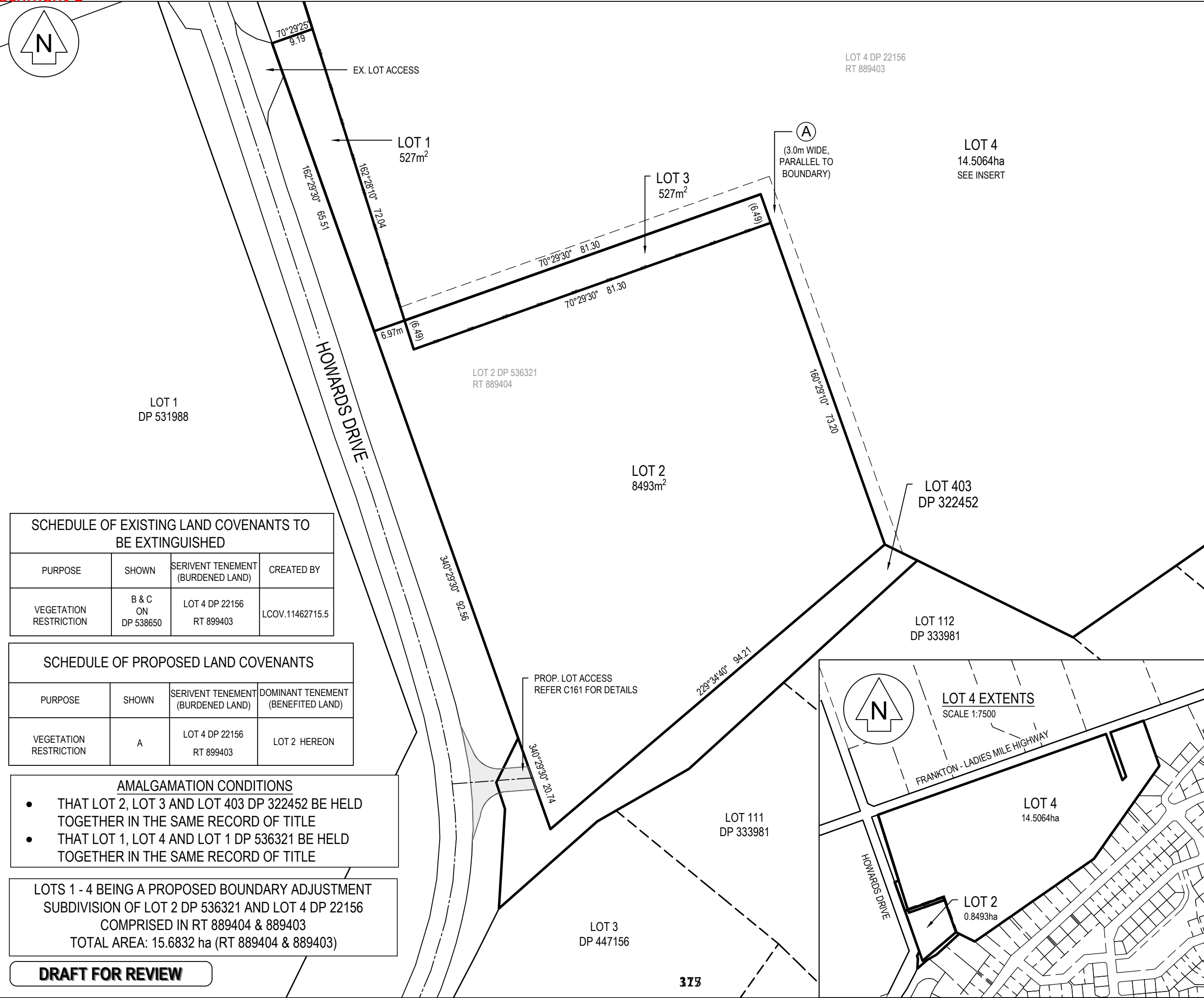
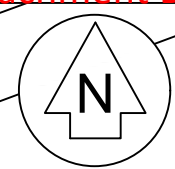
ATTACHMENTS | NGĀ TĀPIRIHANGA

A	Overview Plan
B	Plan of Proposed Exchange

Overview Plan



The information provided on this map is intended to be general information only. While considerable effort has been made to ensure that the information provided on this map is accurate, current and otherwise adequate in all respects, Queenstown Lakes District Council does not accept any responsibility for content and shall not be responsible for, and excludes all liability, with relation to any claims whatsoever arising from the use of this map and data held within.



SCHEDULE OF EXISTING LAND COVENANTS TO BE EXTINGUISHED			
PURPOSE	SHOWN	SERIVENT TENEMENT (BURDENED LAND)	CREATED BY
VEGETATION RESTRICTION	B & C ON DP 538650	LOT 4 DP 22156 RT 889403	LCOV.11462715.5

SCHEDULE OF PROPOSED LAND COVENANTS			
PURPOSE	SHOWN	SERIVENT TENEMENT (BURDENED LAND)	DOMINANT TENEMENT (BENEFITED LAND)
VEGETATION RESTRICTION	A	LOT 4 DP 22156 RT 889403	LOT 2 HEREON

- AMALGAMATION CONDITIONS
- THAT LOT 2, LOT 3 AND LOT 403 DP 322452 BE HELD TOGETHER IN THE SAME RECORD OF TITLE
 - THAT LOT 1, LOT 4 AND LOT 1 DP 536321 BE HELD TOGETHER IN THE SAME RECORD OF TITLE

LOTS 1 - 4 BEING A PROPOSED BOUNDARY ADJUSTMENT SUBDIVISION OF LOT 2 DP 536321 AND LOT 4 DP 22156 COMPRISED IN RT 889404 & 889403
TOTAL AREA: 15.6832 ha (RT 889404 & 889403)

DRAFT FOR REVIEW

Notes

1. All works to be in accordance with Queenstown-Lakes District Council standards.
2. Co-ordinates in terms of New Zelaand Geodetic Datum, Mt. Nicholas 2000
3. Boundaries are subject to final survey.

————— PROP BOUNDARY
- - - - - PROP COVENANTS
—— RT —— RT —— EXISTING BOUNDARY
- - - - - EX BDY ABUTTAL
- - - - - ROAD CENTRE LINE

A	FOR RESOURCE CONSENT	BK	08/20
Rev	Description	By	Date
Survey			
Design			
Drawn	BK		08/20
Checked	BM		08/20

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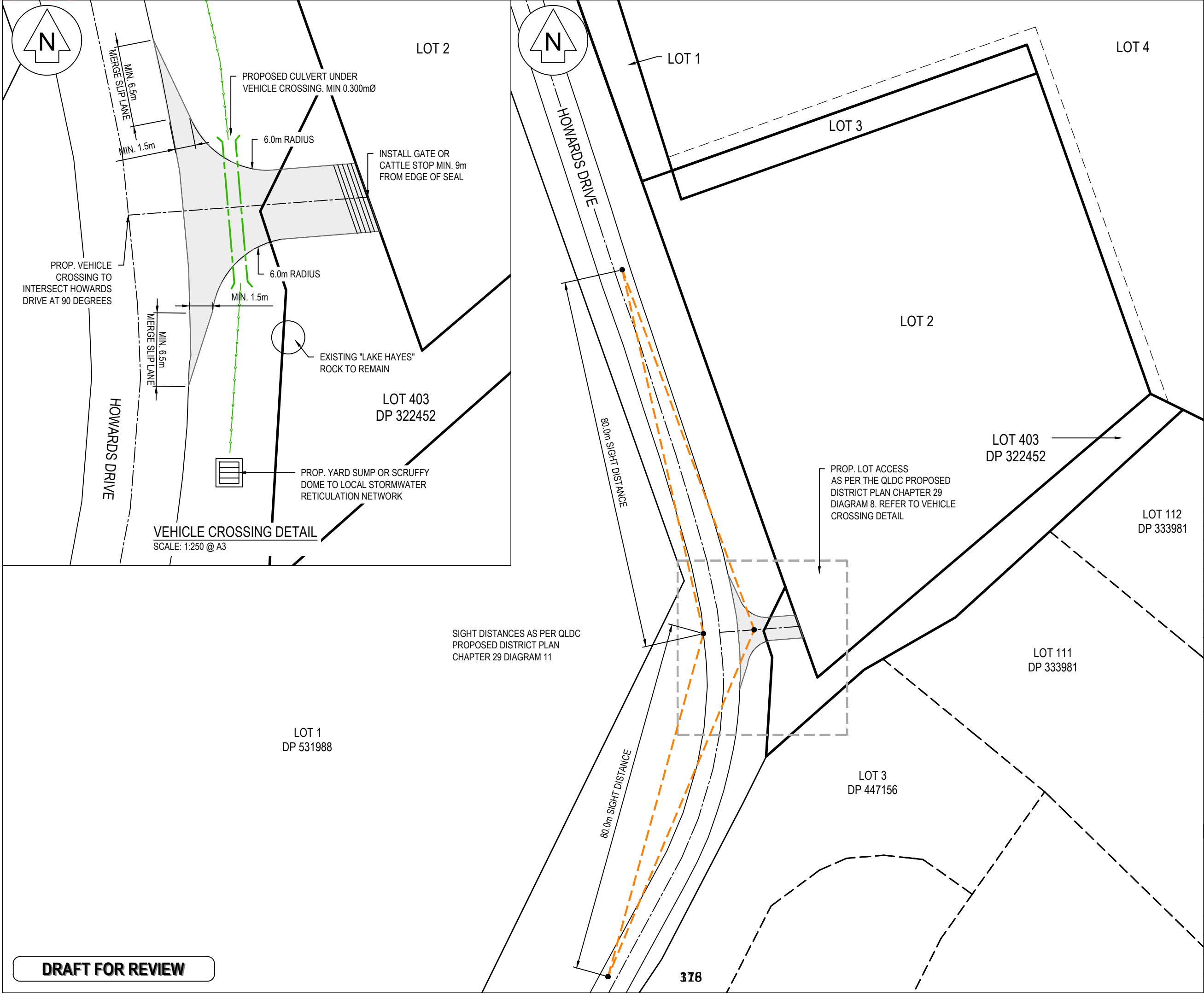
Project

466 FRANKTON - LADIES MILE HWY DEVELOPMENT FOR QUEENSTOWN COMMERCIAL LTD

Title

PROPOSED BOUNDARY ADJUSTMENT SCHEME PLAN

Project no.	J000028
Scale	1:750 @ A3
Cad file	J000028_BDY ADJ SCHEME_C.DWG
Drawing no.	C160
Rev	C




Notes

- All works to be in accordance with Queenstown-Lakes District Council standards.
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——— PROP BOUNDARY
 - - - - - PROP COVENANTS
 - - - - - EX BDY ABUTTALS
 - - - - - EX RD CENTRELINE
 - - - - - SIGHT DISTANCE LINE
 >>>>> WATERCOURSE

A	FOR RESOURCE CONSENT	BK	08/20
Rev	Description	By	Date
	By	Date	
Survey			
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Project

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Title

PROPOSED ACCESS AND SIGHT DISTANCE PLAN

Project no.	J000028
Scale	1:750 @ A3
Cad file	J000028_BDY ADJ SCHEME_C.DWG
Drawing no.	C161
Rev	A



ATTACHMENT A - APPENDIX D - RESOURCE CONSENT RM200665 (REDACTED)

DECISIONS OF THE QUEENSTOWN LAKES DISTRICT COUNCIL**NOTIFICATION UNDER s95A AND s95B AND DETERMINATION UNDER s104****OF THE RESOURCE MANAGEMENT ACT 1991**

Applicant:	Queenstown Commercial Limited
RM reference:	RM200665
Application:	Application under Section 88 of the Resource Management Act 1991 (RMA) for a boundary adjustment
Location:	466 Frankton-Ladies Highway, Queenstown
Legal Description:	Lot 4 Deposited Plan 22156, Lot 2 Deposited Plan 536321 and Lot 403 DP 322452 held in Record of Title 889404
Zoning:	ODP: Rural General PDP: Rural and Rural Lifestyle
Activity Status:	Controlled Activity
Decision Date	31 March 2021

SUMMARY OF DECISIONS

1. Pursuant to sections 95A-95F of the Resource Management Act 1991 (**RMA**) the application will be processed on a **non-notified** basis given the findings of Section 5 of this report. This decision is made by Katrina Ellis, Team Leader, Resource Consents, on 31 March 2021 under delegated authority pursuant to Section 34A of the RMA.
2. Pursuant to Section 104 of the RMA, consent is **GRANTED SUBJECT TO CONDITIONS** outlined in **Appendix 1** of this decision imposed pursuant to Section 108 of the RMA. This consent can only be implemented if the conditions in Appendix 1 are complied with by the consent holder. The decision to grant consent was considered (including the full and complete records available in Council's electronic file and responses to any queries) by Katrina Ellis, Team Leader, Resource Consents, as delegate for the Council.

APPENDIX 1 – CONSENT CONDITIONS

General Conditions

1. That the development must be undertaken/carried out in accordance with the plans:

- *'Proposed Boundary Adjustment Scheme Plan'*
- *'Proposed Access and Sight Distance Plan'*

stamped as approved on 31 March 2021

and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.
3. The consent holder is liable for costs associated with the monitoring of this resource consent under Section 35 of the Resource Management Act 1991.

Engineering

General

4. All engineering works shall be carried out in accordance with the Queenstown Lakes District Council's policies and standards, being QLDC's Land Development and Subdivision Code of Practice adopted on 3rd May 2018 and subsequent amendments to that document up to the date of issue of any resource consent. Current version 1.1.

Note: The current standards are available on Council's website via the following link:
<https://www.qldc.govt.nz>

To be completed prior to the commencement of any works on-site

5. The consent holder shall obtain and implement a traffic management plan approved by Council prior to undertaking any works within or adjacent to Council's road reserve that affects the normal operating conditions of the road reserve through disruption, inconvenience or delay. The Traffic Management Plan shall be prepared by a Site Traffic Management Supervisor (STMS). All contractors obligated to implement temporary traffic management plans shall employ a qualified STMS to manage the site in accordance with the requirements of the NZTA's *"Traffic Control Devices Manual Part 8: Code of practice for temporary traffic management"*. The STMS shall implement the Traffic Management Plan. A copy of the approved plan shall be submitted to the Manager of Resource Management Engineering at Council prior to works commencing.

To be completed before Council approval of the Survey Plan

6. Prior to the Council signing the Survey Plan pursuant to Section 223 of the Resource Management Act 1991, the consent holder shall complete the following:
 - a) All necessary easements shall be shown in the Memorandum of Easements attached to the Survey Plan and shall be duly granted or reserved.

Amalgamation Condition

7. The following shall be registered with Land Information New Zealand (CSN 1676569):
 - That Lot 2, Lot 3 and Lot 403 DP 322452 hereon are to be amalgamated and be held together in the same Record of Title.

- That Lot 1, Lot 4 and Lot 1 DP 536321 hereon are to be amalgamated and be held together in the same Record of Title.

To be completed before issue of the s224(c) certificate

8. Prior to certification pursuant to section 224(c) of the Resource Management Act 1991, the consent holder shall complete the following:
 - a) The provision of a new 5.5m wide sealed vehicle crossing that shall be constructed to Lot 2 hereon from Howards Drive in accordance with the Marven South plans dated 08/20, (drawing number C160 and C161, Revision C and A) and to Council's standards. The vehicle crossing shall be positioned at least 10m clear of the "Lake Hayes" rock sign.
 - b) The redundant vehicle crossing fronting Howards Drive shall be removed and reinstated with grass berm.
 - c) The consent holder shall remedy any damage to all existing road surfaces and berms that result from work carried out for this consent.

Advice Notes

This site may contain archaeological material. Under the Heritage New Zealand Pouhere Taonga Act 2014, the permission of the Heritage New Zealand Pouhere Taonga must be sought prior to the modification, damage or destruction of any archaeological site, whether the site is unrecorded or has been previously recorded. An archaeological site is described in the Act as a place associated with pre-1900 human activity, which may provide evidence relating to the history of New Zealand. These provisions apply regardless of whether a resource consent or building consent has been granted by Council. Should archaeological material be discovered during site works, any work affecting the material must cease and the Heritage New Zealand Pouhere Taonga must be contacted (Dunedin office phone 03 477 9871).

For Your Information

Monitoring

The conditions in your decision will advise if monitoring is required. To assist with compliance of your resource consent, and to avoid your monitoring deposit being used before your development starts, please complete the "[Notice of Works Starting Form](#)" and email to the Monitoring Planner at RCMonitoring@qldc.govt.nz

Environmental Management Plan

Please be aware of your requirements to appropriately manage environmental effects associated with your activity. Site management means having adequate controls in place on your site. This will ensure compliance is achieved and harmful by-products of construction activities do not damage the environment or cause nuisance to neighbours. We've provided some [advice](#) to help you mitigate any possible adverse effects that may be generated on your site as a result of construction related activities.

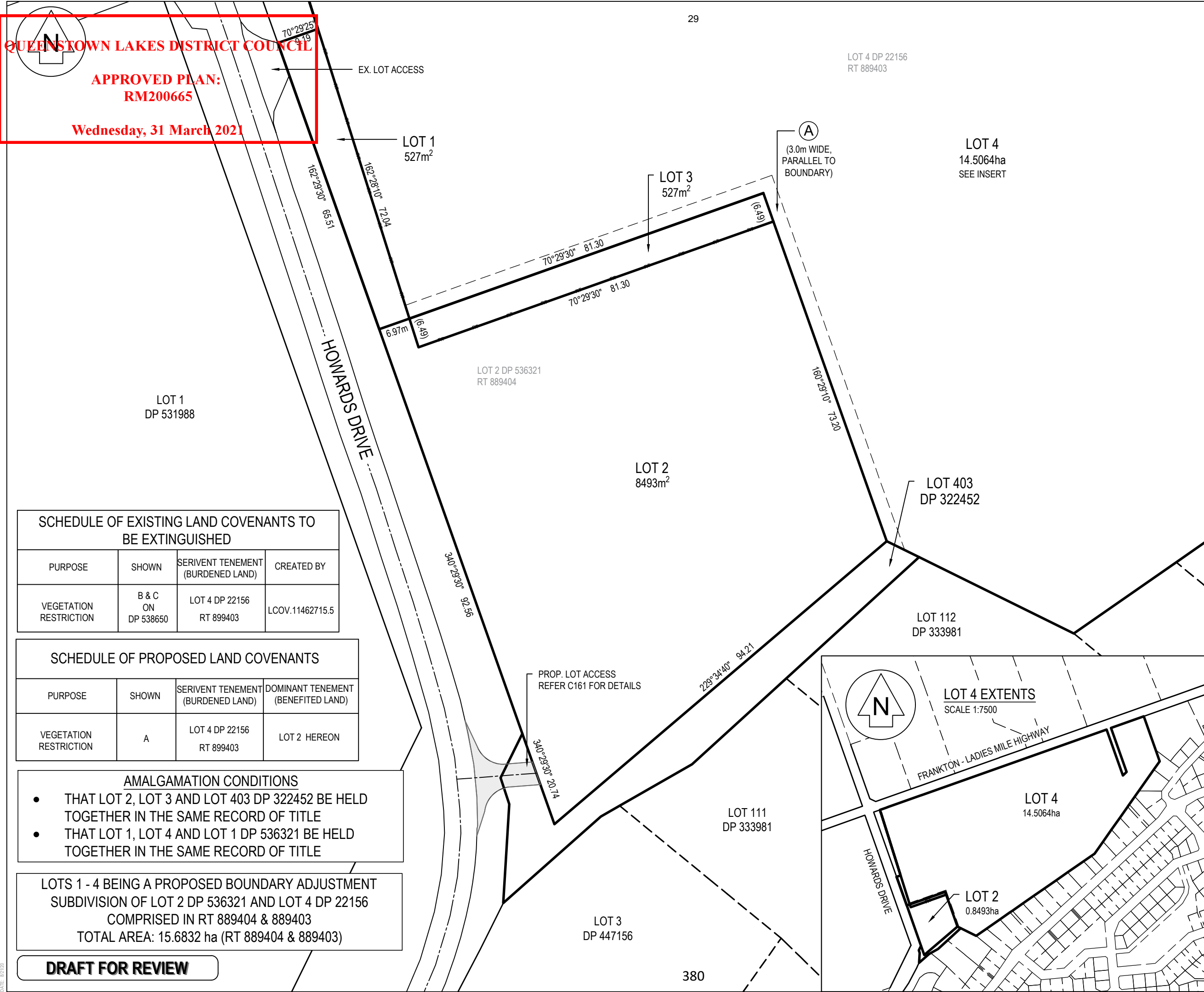
Engineering Acceptance

You may also have conditions that require you to apply for Engineering Acceptance. To apply, please complete the [Engineering Acceptance Application Form](#) and submit to engineeringapprovals@qldc.govt.nz. Further information regarding Engineering Acceptance can be found [here](#).

Development Contribution

If this decision requires a development contribution (DC) charge, we will be sending a notice in due course. To answer questions such as what is a DC charge, when a DC charge is triggered and timing of payments, this information is available [here](#).

If you wish to make a DC estimate calculation yourself, please use this [link](#). Full details on current and past policies can be found [here](#).



QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM200665

Wednesday, 31 March 2021

SCHEDULE OF EXISTING LAND COVENANTS TO BE EXTINGUISHED			
PURPOSE	SHOWN	SERIVENT TENEMENT (BURDENED LAND)	CREATED BY
VEGETATION RESTRICTION	B & C ON DP 538650	LOT 4 DP 22156 RT 899403	LCOV.11462715.5

SCHEDULE OF PROPOSED LAND COVENANTS			
PURPOSE	SHOWN	SERIVENT TENEMENT (BURDENED LAND)	DOMINANT TENEMENT (BENEFITED LAND)
VEGETATION RESTRICTION	A	LOT 4 DP 22156 RT 899403	LOT 2 HEREON

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TOTAL AREA: 15.6832 ha (RT 889404 & 889403)

DRAFT FOR REVIEW

Notes

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2. Co-ordinates in terms of New Zelaand Geodetic Datum, Mt. Nicholas 2000

3. Boundaries are subject to final survey.

PROP BOUNDARY

PROP COVENANTS

EXISTING BOUNDARY

EX BDY ABUTTAL

ROAD CENTRE LINE

A	FOR RESOURCE CONSENT	BK	08/20
Rev	Description	By	Date
	By	Date	
Survey			
Design			
Drawn	BK	08/20	
Checked	BM	08/20	

M

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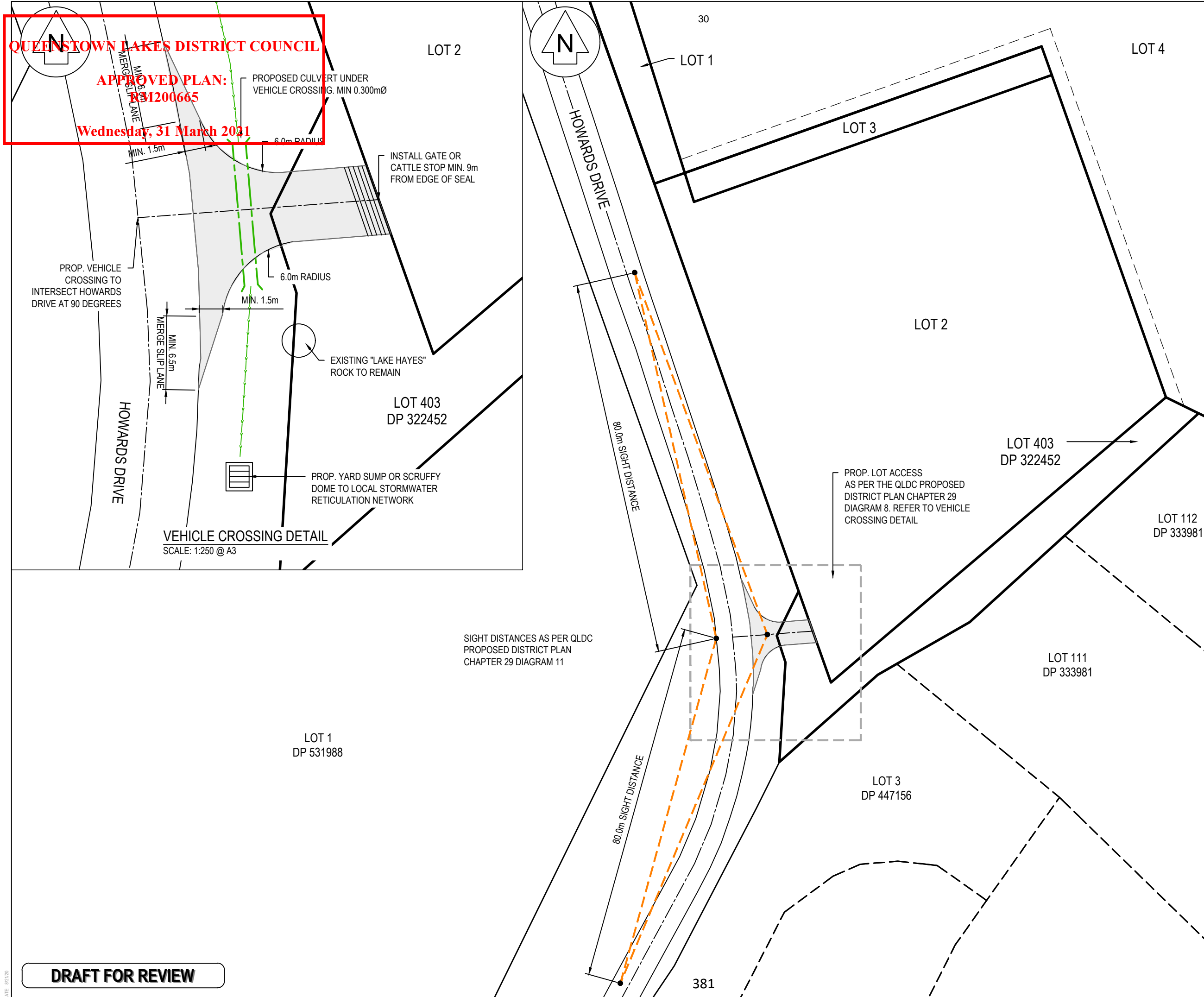
Project

466 FRANKTON - LADIES MILE HWY DEVELOPMENT FOR QUEENSTOWN COMMERCIAL LTD

Title

PROPOSED BOUNDARY ADJUSTMENT SCHEME PLAN

Project no.	J000028
Scale	1:750 @ A3
Cad file	J000028_BDY ADJ SCHEME_C.DWG
Drawing no.	C160
Rev	C



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LEGEND

- PROP BOUNDARY
- - - PROP COVENANTS
- - - EX BDY ABUTTALS
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- WATERCOURSE

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Rev	Description	By	Date
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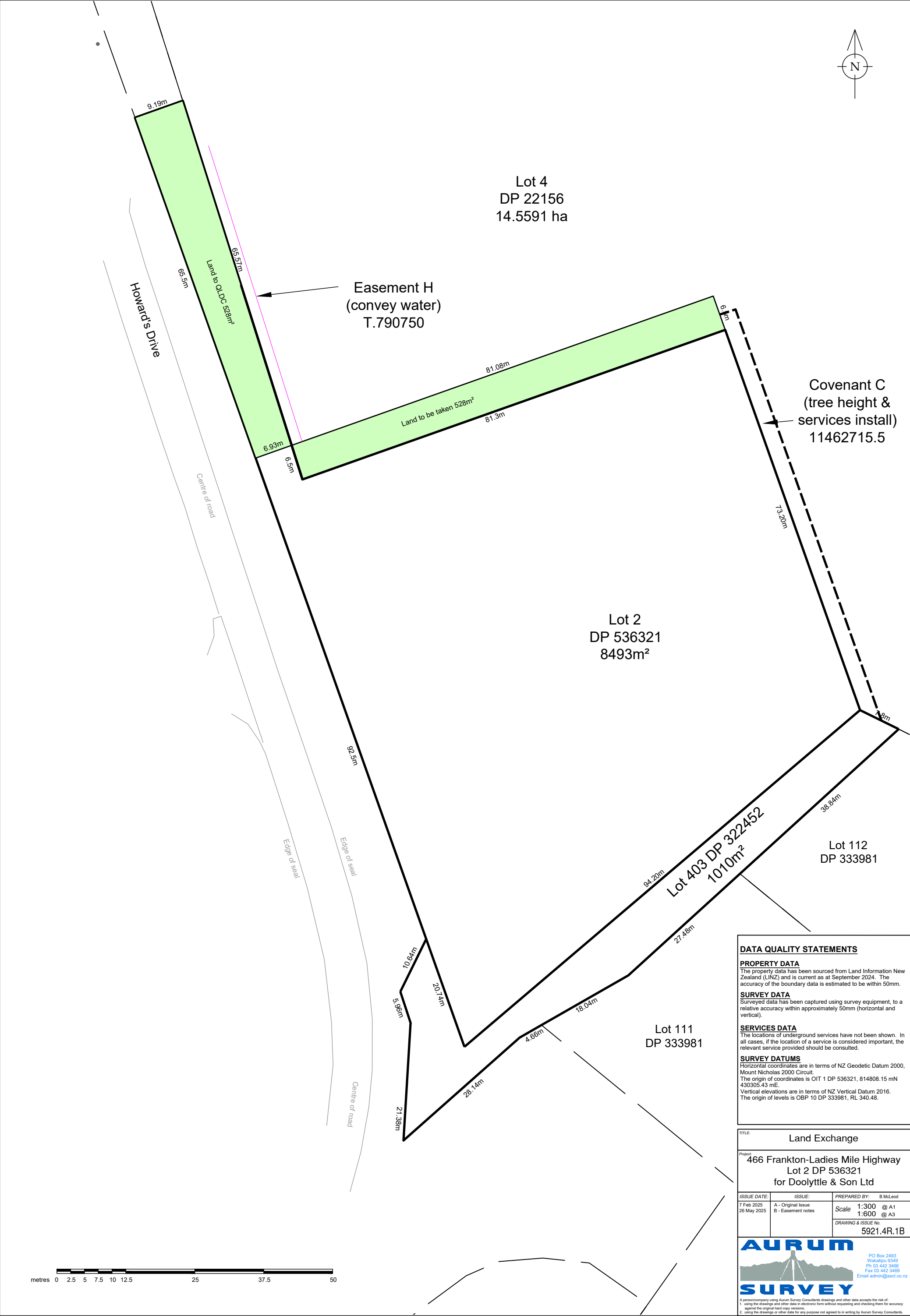
Title

PROPOSED ACCESS AND SIGHT DISTANCE PLAN

Project no.	J000028		
Scale	1:750 @ A3		
Cad file	J000028_BDY ADJ SCHEME_C.DWG		
Drawing no.	C161	Rev	A

DATE: 8/2/20

DRAFT FOR REVIEW



DATA QUALITY STATEMENTS

PROPERTY DATA
The property data has been sourced from Land Information New Zealand (LINZ) and is current as at September 2024. The accuracy of the boundary data is estimated to be within 50mm.

SURVEY DATA
Surveyed data has been captured using survey equipment, to a relative accuracy within approximately 50mm (horizontal and vertical).

SERVICES DATA
The locations of underground services have not been shown. In all cases, if the location of a service is considered important, the relevant service provided should be consulted.

SURVEY DATUMS
Horizontal coordinates are in terms of NZ Geodetic Datum 2000, Mount Nicholas 2000 Circuit.
The origin of coordinates is OIT 1 DP 536321, 814808.15 mN 430305.43 mE.
Vertical elevations are in terms of NZ Vertical Datum 2016. The origin of levels is OBP 10 DP 333981, RL 340.48.

Land Exchange

Project: 466 Frankton-Ladies Mile Highway
Lot 2 DP 536321
for Doolittle & Son Ltd

ISSUE DATE: 7 Feb 2025 26 May 2025	ISSUE: A - Original Issue B - Easement notes	PREPARED BY: B M.L.eod
		Scale: 1:300 @ A1 1:600 @ A3
DRAWING & ISSUE No. 5921.4R.1B		

AURUM SURVEY

PO Box 2493
Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@aurscl.co.nz

A person/company using Aurum Survey Consultants drawings and other data accepts the risk of:
1. using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions;
2. using the drawings or other data for any purpose not agreed to in writing by Aurum Survey Consultants.

0-00 PIN

Approved by the District Land Registrar of Otago as No. 464290

790750

NEW ZEALAND

MEMORANDUM OF TRANSFER

WHEREAS CAROLINA DEVELOPMENTS LIMITED a duly incorporated Company having its registered office at Dunedin (hereinafter called "the Transferor") is
 being registered as proprietor
 of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the SHOTOVER SURVEY DISTRICT

containing ⁵⁹¹14.5379 hectares

be the same a little more or less being Lot 4 Deposited Plan 22156 and being all the land comprised in Certificate of Title Register 130/878 SUBJECT TO X 14567 Irrigation Agreement AND TO 474208 Gazette Notice declaring State Highway No. 6 a limited access road TOGETHER WITH AND SUBJECT TO Rights of Way created by Transfer 723997/5 said Rights of Way being subject to Council's conditions of consent endorsed on diagram annexed to said Transfer AND TOGETHER WITH the easements set out in Easement Certificate No. 778028/1 the said Easements being subject to Section 309 (1) (a) of the Local Government Act 1974 AND SUBJECT TO the Easements set out in Easement Certificate 780243 (hereinafter called "the land hereby transferred")

NEW ZEALAND STAMP DUTY CH2
 14/10/9100050001 DENOTE *.00

~~TRANSFER, MORTGAGE, LEASE~~
~~ASSIGNMENT and AGREEMENT~~

stamped with duty of
 \$5250- on 14.10.91
 \$210- F 18.10.91

[Signature]
 for Dist. Commissioner of Inland Revenue

IN CONSIDERATION of the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

paid to it by MORRIS WILLIAM WALKER and JANICE CATHERINE WALKER both of Alexandra Company Directors (hereinafter called "the Transferee")

the receipt of which sum is hereby acknowledged

do hereby transfer to the said MORRIS WILLIAM WALKER and JANICE CATHERINE WALKER

as tenants in common in equal shares all its estate and interests in the said piece of land
AND the Transferor DOTH HEREBY TRANSFER AND GRANT unto the Transferee a Right of Way
over that part of Lot 1 D.P. ²²⁰⁴⁴~~21938~~ and being part of the land comprised in Certificate
of Title Register ¹⁵⁰¹⁸⁷⁸~~136781~~ shown "F" on said D.P. 22156 to the end and intent that the
Rights of Way hereby created shall forever be appurtenant to the land hereby transferred
and every part thereof AND IT IS HEREBY AGREED AND DECLARED that the cost of
maintaining the Right of Way hereby created shall be shared equally by the registered
proprietor of the land hereby transferred and the registered proprietor of Lot 4 D.P.
22156 AND IT IS FURTHER AGREED AND DECLARED that the Transferor shall not be liable
to contribute to the cost of the erection or maintenance of any dividing fence
between the land hereby transferred and any other land owned by the Transferor adjacent
hereto this agreement however not to enure for the benefit of any persons other than
the Transferor and the successor of the Transferor

these presents have been executed

IN WITNESS WHEREOF

~~--have hereunto subscribed--~~

name--- this

8th

day of

October

19 91

~~SIGNED by the above-named~~ THE COMMON SEAL
of CAROLINA DEVELOPMENTS LIMITED was
hereunto affixed
in the presence of



SIGNED by the above-named MORRIS WILLIAM WALKER
and JANICE CATHERINE WALKER in the presence of:

R. W. Smith J.P.
Retired
Alexandra

M. W. Walker

THE COMMON SEAL of FELZAR PROPERTIES LIMITED
was hereunto affixed in the presence of:



[Signature]
[Signature]

ORDER OF LAND VALUATION TRIBUNAL

In the Land Valuation Tribunal
At the District Court
at Invercargill

No. 615/90

IN THE MATTER of an application
under the Land Settlement Promotion and Land
Acquisition Act 1952 for consent to a sale
of land

Between CAROLINA DEVELOPMENTS LIMITED Vendor/lessor
a duly incorporated Company having its registered Office at Dunedin
and MORRIS WILLIAM WALKER and Purchaser/Lessee-
JANICE CATHERINE WALKER both of Alexandra Company Directors
BEFORE THE SOUTHLAND LAND VALUATION TRIBUNAL

On the application of CAROLINA DEVELOPMENTS LIMITED
for consent to a sale

In respect of the land described in the schedule hereto

And on hearing

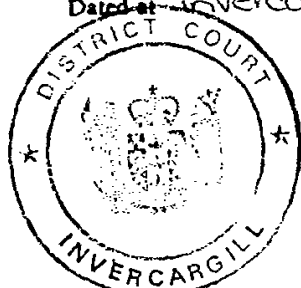
IT IS ORDERED that consent be granted to the sale

upon the following grounds:--

SCHEDULE

ALL that parcel of land containing 14.5 hectares more or less being Lot 4
on proposed plan of subdivision of Certificates of Title 12C/493 and B2/1088
SHOTOVER SURVEY DISTRICT

Dated at Invercargill this 30th day of January 1991.



Solicitors for the applicant:



(Signature)
Deputy Registrar.

CERTIFIED TRUE COPY

(Signature)
Deputy Registrar.

130/879

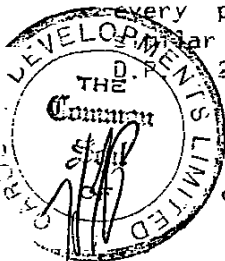
130/413

RESERVING NEVERTHELESS unto the Transferor the owner or owners and occupier or occupiers of the balance of Lot 1 D.P. 21938 AND Lot 1 D.P. 22099 and every part thereof over that part of the land hereby transferred marked "A" on plan ~~22156~~ ²²¹⁵⁶ in common with all other persons having a similar right the full free uninterrupted and unrestricted right for the Transferee its tenants (in common with the Transferee their tenants and any other person lawfully so to do) from time to time and at all times to receive transmit and conduct electric power under that part of Lot 4 D.P. 22156 marked "A" on said plan by means of underground cables together with any necessary junction box or other fittings whether below or above ground in a free and unimpeded flow (but subject to the requirements of the appropriate Electric Power Supply Authority and to compliance with any Regulations or of any enactment or regulation for the time being in force and having the effect of regulating or controlling the supply of electric power to consumers) under the land over which this easement is granted or created together with the right (subject as aforesaid) to maintain and use the power cables junction box and other necessary fittings already laid placed or installed under the land over which the easement is granted or created and to lay place or maintain or to have laid placed or maintained any power cables junction box or other fittings in replacement or in substitution for all or any of those power cables junction box or other fittings (provided always that any junction box or other fittings shall be installed in such a position so as not to impede the full free and uninterrupted right of way as provided herein) and in order to lay place or maintain the efficiency of any such cables junction box or other fittings the full free uninterrupted and unrestricted right liberty and privilege for the Transferee its tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created or upon such part of the land of the Transferor and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying erecting inspecting repairing maintaining and removing such cables junction box or other fittings or any part thereof subject to the condition that as little disturbance as possible is caused to the surface of the land of the Transferor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired to the end and intent that the easement hereby created shall forever be appurtenant to the said balance Lot 1 D.P. 21938 AND Lot D.P. 1 22099

AND WHEREAS it is the intention of the Transferor that those Lots contained in D.P. 21938 shall be subject to a general water scheme applicable to and for the benefits of the said Lots and every part thereof and that the registered proprietor for the time being of the said Lots shall be bound by the covenants hereinafter contained

AND WHEREAS the Transferor has agreed to grant a right jointly with the registered proprietors of Lots 1, 2 and 3 D.P. 21938 and of Section 210R SHOTOVER DISTRICT and being all the land in Certificate of Title 152/109 and any further Lots the registered proprietor of Lot 1 D.P. 21938 may create to take water from an artesian bore upon the servient tenement and to pump same along the line of water pipes shown on the said plan ~~22156~~ ²²¹⁵⁶

NOW THEREFORE the Transferor doth hereby reserve unto the Transferor the owner or owners and occupier or occupiers of the said Lot 1 D.P. 21938 and every part thereof the right in common with all other persons having a similar right the right to take water from that portion of the land described as Lot 1 D.P. 22156 marked "Bore and Pump" and also the right to convey water "which



words shall have the meaning ascribed to them in the Seventh Schedule of the Land Transfer Act 1952 " in the quantities and upon the terms hereinafter set out in common with all other persons having a similar right over that portion of the said Lot 4 D.P. 22156 marked "B", "C", and "G" on D.P. 22156 to the end and intent that the easement hereby reserved over that part of Lot 4 D.P. 22156 shall be forever appurtenant to the balance of the said Lot 1 D.P. 21938 and every part thereof

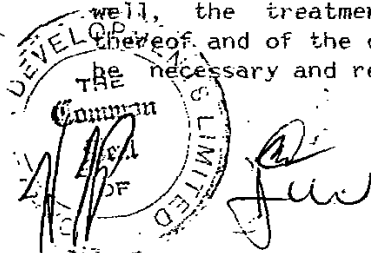
AND FURTHER RESERVING unto the owner or owners and occupier or occupiers of Lot 1 D.P. 22099 and every part thereof the right in common with all other persons having a similar right the right to take water from that portion of the land described on D.P. 22156 marked "Bore and Pump" and also the right to convey water "which words shall have the meaning ascribed to them in the Seventh Schedule of the Land Transfer Act 1952" in the quantities and upon the terms hereinafter set out in common with all other persons having a similar right over that portion of the said Lot 4 D.P. 22156 marked "G" and "H" on D.P. 22156 to the end and intent that the easement hereby reserved over that part of Lot 4 D.P. 22156 shall be forever appurtenant to the said Lot 1 D.P. 22099 and every part thereof

AND FURTHER RESERVING unto the owner or owners and occupier or occupier of Section 210R Block III Shotover Survey District and being all the land in Certificate of Title Volume 152 Folio 109 the right in common with all other persons having a similar right the right to take water from that portion of the land described on D.P. 22156 marked "Bore and Pump" and also the right to convey water "which words shall have the meaning ascribed to them in the Seventh Schedule of the Land Transfer Act 1956" in the quantities and upon the terms hereinafter set out in common with all other persons having a similar right over that portion of the said Section 210R Block III Shotover Survey District marked "B" "C" and "G" on D.P. 22156 to the end and intent that the easement hereby reserved over that part of said Section 210R Block III Shotover Survey District shall be forever appurtenant to the said Section 210R Block III Shotover Survey District and every part thereof

AND IT IS FURTHER AGREED AND DECLARED:

1. For the consideration aforesaid the Transferee the owner or owners of that part of Lot 4 D.P. 22156 whereon is sited the said bore and pump covenants with the owner of the balance of Lot 1 D.P. 21938 and Lot 1 D.P. 22099 and Section 210R that he will at all times keep the said pump being a Grundfos SP3A25 3 phase pump fully operational and will ensure that same is properly serviced annually where necessary and any filters seals of traps are properly serviced to ensure a proper water supply to the end and intent that a maximum of nine separate users may be served by the said water supply and that each separate owner shall be entitled to draw a maximum of 2000 litres per day with a daily average of 1000 litres per day

2. AND FOR THE CONSIDERATION aforesaid the registered proprietor of the Lot 1 D.P. 21938 AND Lot 1 D.P. 22099 and Section 210R shall have the full free uninterrupted and unrestricted right liberty and privilege for themselves their tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the said Lot 4 D.P. 22156 and to remain there for any reasonable time for the purpose of maintaining servicing and/or renewing the supply to the well, the treatment plant, the pumps, the water supply network or any part thereof and of the opening up the soil of that land and to such extent as may be necessary and reasonable in that regard subject to the condition that as



little disturbance as possible is caused to the surface of the land of the Transferor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired

AND FOR THE CONSIDERATION aforesaid the Transferors and the Transferee the owner and owners of the said Lot 4 D.P. 22156 and balance Lot 1 D.P. 21938 and Lot 1 D.P. 22099 and Section 210R DO HEREBY COVENANT AND AGREE;

3. AND IT IS FURTHER AGREED AND DECLARED between the parties hereto that they shall:

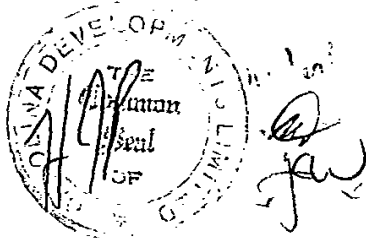
- (a) Restrict the amount of water drawn from the water supply scheme for the benefit of each separate piece of land as herein provided within the maximum permitted water supply limits and for that purpose shall install and/or maintain the necessary restrictor valves and related equipment necessary to ensure that such restrictions are maintained at all times.
- (b) Service and maintain the water supply scheme in accordance with the provisions of the covenants herein contained and implied.
- (c) Pay upon demand a proportionate share of the costs of servicing, maintaining and operating the water supply scheme in accordance with the provisions herein contained.
- (d) Where any damage to the water supply scheme or any part of the scheme is caused by neglect or default of one of the parties hereto their agents invitees assignees that party or those parties shall bear the costs of remedy thereof.

MAINTENANCE OF WATER SUPPLY:

4. Subject as herein provided the registered proprietor of each piece of land serviced by the said water supply shall be equally responsible for maintaining and servicing and for paying the costs of maintaining and servicing the water supply scheme. On the basis that each user is entitled to draw an average of 1000 litres per diem in the event that any user requires a supply in excess of this amount and the supply is available he shall pay an increased share of the maintenance and operating expenses on the basis that 1 share equals 1000 litres or part thereof per diem. For the purposes of this clause joint registered proprietors of one piece of land shall be deemed to be one registered proprietor.

OPERATING COSTS OF WATER SUPPLY SCHEME:

5. Subject as herein provided the cost of electricity or any other means used to operate or fuel the operation of the pump or other mechanism serving the water supply scheme plus any other operating costs shall be divided equally among the registered proprietors of the pieces of land serviced by the said water supply. For the purposes of this clause joint registered proprietors of one piece of land shall be deemed to be one registered proprietor i.e. an equal share of the operating costs of the water supply scheme shall be charged to each piece of land so serviced.



NO LIABILITY UNTIL CONNECTED:

6. A registered proprietor shall only be liable pursuant to this Deed for any liabilities and/or costs arising during such period as the land owned by that registered proprietor is connected to and using the water supply scheme. For the purposes of this clause if a residence or other building is erected on any piece of land detailed in Schedule H and such residence or other building is connected to the water supply scheme then that piece of land shall be deemed to be connected to and using the water supply scheme.

COVENANTOR RESPONSIBLE FOR OPERATION:

7. (a) In order to ensure the efficient and orderly operation and maintenance of the water supply scheme the registered proprietor of that part of Lot 4 D.P. 22156 whereon the said bore is situated shall:

- (i) Carry out all necessary maintenance of and repairs to the water supply scheme including well, treatment plant, the pumps and the water supply network and be responsible for ensuring the continual proper operation of the water supply scheme from the well
- (ii) Arrange for receipt and payment of all electricity charges and other payments necessary to ensure the continual pumping of water from the artesian bore to the said storage tank.
- (iii) Maintain a separate bank account for all receipts and payments relating to the operation and maintenance of the water supply scheme.
- (iv) Regularly invoice all registered proprietors liable to contribute to the operating and maintenance costs of the water supply scheme for their proportionate share of such costs incurred.

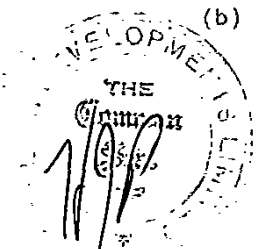
(b) The registered proprietor of the said Lot 4 may charge a fee for carrying out his duties such fee to be based upon time spent at a reasonable hourly rate and to be charged to reimburse the registered proprietor for such time spent.

DEFAULT:

8. IF any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation hereunder the following provisions shall apply:

(a) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than seven days from service of the default notice the provisions of this default clause shall apply.

(b) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in



A handwritten signature in ink, possibly reading "J. J. J." or "J. J. J.", written in a cursive style.

performing the obligation the affected party may do any or all of the following:

- (i) Perform such obligation.
 - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the water supply scheme.
 - (iii) Enter onto the land owned by the defaulting party or any other land subject to this Deed and carry out any work required to perform such obligation and/or disconnect the land owned by the defaulting party from the water supply scheme.
- (c) The defaulting party shall be liable to pay to the affected party:
- (i) All costs of and incidental to the preparation and service of the default notice.
 - (ii) All costs of and incidental to any such disconnection.
 - (iii) The proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this Deed.
- (d) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- (e) If the water supply to the land owned by the defaulting party is disconnected pursuant to this clause the defaulting party may not reconnect or have reconnected such water supply until the defaulting party has performed all outstanding obligations and has paid in full any moneys pursuant to this clause.

9. The registered proprietor of the balance Lot 1 D.P. 21938 reserves the right to further subdivide the said balance Lot 1 and to sell lease or otherwise dispose of any part of the said Lot 1 and to permit such land to be connected to and be served by the water supply scheme PROVIDED THAT:

- (a) Any purchaser of such land shall first execute a Deed of Covenant (which shall be registered against such land) binding that purchaser to similar rights and obligations as are herein contained as if that purchaser were a party hereto in respect of that land.
- (b) The effect of such extra user served by the water supply scheme shall not reduce the water supply to any of the separate users below a minimum amount of 2000 litres per day in respect of each piece of land.

LIABILITY ONLY INCURRED BY REGISTERED PROPRIETOR:

- (a) A registered proprietor shall only be liable pursuant to these covenants for liabilities and/or costs arising pursuant hereto prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise.



and
few

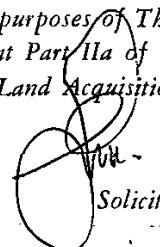
- (b) The registration of a transfer of a registered proprietor's interest in any land subject to the covenants herein contained shall not operate to relieve the transferor from any liability arising pursuant hereto prior to the date of registration of such transfer.

TRANSFER of freehold land

situated in the

SHOTOVER SURVEY DISTRICT

Correct for the purposes of The Land Transfer Act
and certified that Part IIa of The Land Settlement
Promotion and Land Acquisition Act 1952 does not
apply.


Solicitor for the Purchaser

CAROLINA DEVELOPMENTS LIMITED

Vendor

MORRIS WILLIAM WALKER & ANOR

Purchaser

The enclosures in the
current memorandum
on DP 22156 are subject
to section 309, 7 (a)
of the Local Government
Act 1974

FRENCH BURT PARTNERS

~~AKKXXXXXXXXXXXXXXXXXXXX~~

Solicitors,

~~XXXXXXXXXXXX~~
INVERCARGILL

10.00 21.OCT.91 790750
PARTICULARS ENTERED IN REGISTER
LAND REGISTRATION
130/576
ASST. LAND REGISTRATION
130/576
152/109
140/149
140/150
140/1056
/1057
/1058
/1059

View Instrument Details



Instrument No 11462715.5
Status Registered
Date & Time Lodged 14 June 2019 12:54
Lodged By Murchland, Andrea Joy
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

889403	Otago
889404	Otago

Annexure Schedule Contains 4 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 Rachael Margaret Adams as Covenantor Representative on 11/07/2019 02:38 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 Karen Elizabeth Castiglione as Covenantee Representative on 12/07/2019 10:29 AM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*Janice Catherine WALKER, Duncan Varuham FEA and Sonya Jane WALKER**Covenantee***Surname(s) must be underlined or in CAPITALS.*Neville Gerard KELLY and Deborah Anne KELLY**Grant of Covenant**

The **Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A, grants to the **Covenantee** (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*Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 1 DP 536321 and Lot 4 DP 22156 (Record of Title 899403)	Lot 2 DP 536321 and Lot 403 DP 322452 (Record of Title 889404)

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:

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

[Annexure Schedule 1].

Annexure Schedule 1

1. Interpretation

- 1.1 In this Schedule, unless the context specifies or requires otherwise, the following words and phrases have the meaning specified below:

“Benefited Land” means all and any part of the Benefited Land described in Schedule A of this Instrument.

“Grantee” means the registered proprietor of the Benefited Land from time to time and their executors, assigns and successors in Title and their tenants, licencees and invitees.

“Grantor” means the registered proprietor of the Burdened Land from time to time and their executors, assigns and successors in Title and their tenants, licencees and invitees.

“Burdened Land” means all and any part of the Burdened Land described in Schedule A of this Instrument.

2. General Covenants

- 2.1 The Grantor and the Grantee covenant and agree:

- (a) To observe and perform these covenants at all times.
- (b) That the covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.
- (c) That Grantee can enforce the observance of the covenants against the Grantor for the time being in equity or otherwise.

3. Covenant regarding Vegetation on Boundary

- 3.1 The Grantor acknowledges that vegetation on the boundary between the Grantor’s and Grantee’s property has the effect of shading parts of the Grantee’s property. To mitigate this effect, the Grantor, at its sole cost will ensure that any vegetation within three metres of the boundaries marked Areas “B” and “C” on Title Plan – LT 538650 (“the Plan”) is maintained so that:

- (a) any diseased or dying plants are removed; and
- (b) the remaining vegetation does not exceed eight metres high.

- 3.2 The Grantor will ensure that clause 3.1 is complied with within 60 days of the registration of this Covenant. The parties agree the Grantor may remove vegetation, at the Grantor's discretion, from within the area referred to in clause 3.1.
- 3.3 At the Grantee's cost, the Grantee may, along the boundary marked "B" on the Plan:
- (a) remove the existing vegetation on the Grantor's side; and
 - (b) plant a leylandii hedge and maintain both sides of that hedge in a tidy manner and to a maximum height of three metres.
4. **Covenant re Connection to Reticulated Services**
- 4.1 If the Burdened Land is connected to town supply water and/or sewerage services in the future, the Grantor shall request one town supply water and one town supply sewerage connection be provided to the Grantee's Land. If the Local Authority grants that request on terms and conditions that are objectively reasonable, the Grantor shall pay the cost of those connections.
- 4.2 The connections shall be located at any point on the boundary marked "C" on the Plan.
5. **Default**
- 5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this instrument:
- (a) The party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of five working days from service of the notice of default, the other party may meet the obligation.
 - (b) If, at the expiry of the five working day period, the defaulting party has not met the obligation, the other party may meet the obligation and, for that purpose, enter the Burdened Land.
 - (c) The defaulting party is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation.
 - (d) The other party may recover from the defaulting party, as a liquidated debt, any money payable under this clause.

6. **Disputes**

6.1 If a dispute regarding this Instrument arises between parties who have a registered interest under the Instrument:

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party.
- (b) The parties must attempt in good faith to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties.
- (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Otago District Law Society.