

APPLICATION AS NOTIFIED

Vision for Investment Limited

(RM210727)

Submissions Close 6th May 2022

QUEENSTOWN LAKES DISTRICT COUNCIL

SERVICE OF NOTICE / LIMITED NOTIFICATION

Service of Notice for Limited Notification of a Resource Consent application under Section 95B of the Resource Management Act 1991.

The Queenstown Lakes District Council has received an application for a resource consent from:

Vision for Investment Limited

What is proposed:

Application under Section 88 of the Resource Management Act 1991 (RMA) for land use consent to undertake Residential Visitor Accommodation from an existing residential unit and residential flat for up to 310 days per year, with associated setback and transport breaches.

The location in respect of which this application relates is situated at:

The subject site is situated at 4 Luckie Lane, Queenstown.

A full copy of this Limited Notified package is available for you to download on the following link:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM210727 as the reference <https://edocs.qldc.govt.nz/Account/Login>

This file can also be viewed at our public computers at these Council offices:

- **74 Shotover Street, Queenstown;**
- **Gorge Road, Queenstown;**
- **and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).**

The Council planner processing this application on behalf of the Council is Danielle Ter Huurne, who may be contacted by phone at 03 441 3696 or e-mail at danielle.terhuurne@qldc.govt.nz

Any person who is notified of this application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:

6th May 2022

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other_forms

You must serve a copy of your submission to the applicant as soon as reasonably practicable after serving your submission to Council:

Richard Kemp
pragmaticplanning@gmail.com
Pragmatic Planning
17 Kerrera Lane, Jacks Point 9371

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Andrew Woodford, pursuant to a delegation given under
Section 34A of the Resource Management Act 1991)

Date of Notification: **5th April 2022**

Address for Service for Consent Authority:

Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
Gorge Road, Queenstown 9300

Phone
Email
Website

03 441 0499
rcsubmission@qldc.govt.nz
www.qldc.govt.nz



APPLICATION FOR RESOURCE CONSENT VISITOR ACCOMMODATION



Under Section 88 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS* OF THIS FORM.

This form provides contact information and details of your application. If your form does not provide the required information it will be returned to you to complete. Until we receive a completed form and payment of the initial fee, your application may not be accepted for processing.



APPLICANT //

- Must be a person or legal entity (limited liability company or trust).
- Full names of all trustees required.
- The applicant name(s) will be the consent holder(s) responsible for the consent and any associated costs.

*Applicant's Full Name / Company / Trust:
(Name Decision is to be issued in)

All trustee names (if applicable):

Contact Name if Company or Trust:

*Postal Address:

*Post code:

*Contact details supplied must be for the applicant and not for the agent acting on their behalf and must include a valid postal address

*Email Address:

*Phone Numbers: Day

Mobile:

The Applicant is:

☐

Owner

☐

Prospective Purchaser (of the site to which the application relates)

☐

Occupier

☐

Lessee

Other - Please Specify



Our preferred methods of corresponding with you are by **email** and **phone**.
The **decision** will be sent to the Correspondence Details by **email** unless requested otherwise.



CORRESPONDENCE DETAILS //

If you are acting on behalf of the applicant e.g. agent, consultant or architect please fill in your details in this section.

*Name & Company:

*Phone Numbers: Day

Mobile:

*Email Address:

*Postal Address:

*Postcode:



INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf.
For more information regarding payment please refer to the Fees Information section of this form.

Please select a preference for who should receive any invoices and how they would like to receive them.

Applicant:

☐

Agent:

☐

Other, please specify:

Email:

☐

Post:

☐

*Attention:

*Postal Address:

Please provide an email AND full postal address.

*Post code:

*Email:



OWNER DETAILS // Please supply owner details for the subject site/property if not already indicated above

Owner Name:

Owner Address:

If the property has recently changed ownership please indicate on what date (approximately) AND the names of the previous owners:

Date:

Names:



DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires payment of development contributions, any related correspondence and invoices will be sent via email. Invoices will be addressed to the person responsible for paying development contributions (e.g owner, business owner, leaseholder...) but can be sent to another party paying on their behalf. For more information please see appendix 3 at the end of this form.

Please select a preference for who should receive any invoices.

Details are the same as above

☐

Applicant:

☐

Landowner:

☐

Other, please specify:

*Attention:

*Email:

[Click here for further information and our estimate request form](#)



DETAILS OF SITE // Legal description field must list legal descriptions for all sites pertaining to the application. Any fields stating 'refer AEE' will result in return of the form to be fully completed.

Address / Location to which this application relates:

Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)

District Plan Zone(s):



SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below

Is there a gate or security system restricting access by council?

YES ☐ NO ☐

Is there a dog on the property?

YES ☐ NO ☐

Are there any other hazards or entry restrictions that council staff need to be aware of?

YES ☐ NO ☐

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?

☐

Yes

☐

No

☐

Copy of minutes attached

If 'yes', provide the reference number and/or name of staff member involved:



DESCRIPTION OF THE PROPOSAL // Include a brief description of the event

(Note: specify the type of visitor accommodation being applied for e.g. hotel / motel / backpackers / within an existing residential unit etc.)

Land use consent is sought to establish a Visitor Accommodation activity

at

(location)

for up to

nights per calander year, and up to

guests.

Any additional comments:



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

☐

Yes

☐

No

Please note there is an additional fee payable for notification. Please refer to Fees schedule



OTHER CONSENTS

Any National Environmental Standards

☐

Yes

☐

N/A

Are any additional consent(s) required that have been applied for separately?

Otago Regional Council

Consents required from the Regional Council (note if have/have not been applied for):

☐

Yes

☐

N/A



PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



INFORMATION REQUIRED TO BE SUBMITTED //

To be accepted for processing, your application to establish a Visitor Accommodation activity should include the following:

- ☐ Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants
(Can be obtained from Land Information NZ at <https://www.linz.govt.nz/>).
- ☐ A plan or map showing the locality of the site
- ☐ A site plan at a convenient scale to show the building in relation to property boundaries, outdoor living area(s), car parking
- ☐ Floor plan for each level (including the location of fire alarms and any wood burners)
- ☐ Elevations or photos of existing buildings
- ☐ Landscape plan (if required e.g. for mitigation purposes or the relevant Zone rules require it)
- ☐ Written approval of every person who may be adversely affected by the granting of consent (s95E).
- ☐ Proposal details about the activity and operations including how the property will be used/managed and the type of guest accommodation (see [Appendix 2](#) which details the type of information needed with your application)
- ☐ An Assessment of Effects (AEE).
An AEE is a written document outlining how the potential effects of the proposed Visitor Accommodation Activity have been considered and addressed. Outline all details about the potential and actual effects from the activity and operations (as described in your proposal details) on any person and the wider environment, and how these effects will be managed.



We prefer to receive applications **electronically** – please see [Appendix 3 – Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable **prior to issuing of the decision**. Payment is due on the 20th of the month or **prior to the issue date – whichever is earlier**.

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the Applicant is responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

MONITORING FEES – Please also note that if this application is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

DEVELOPMENT CONTRIBUTIONS – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



PAYMENT // An initial fee is payable upon lodging this application.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, **please call 03 441 0499** and ask to speak to our duty planner.

Please ensure to **reference any banking payments correctly**. Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g **RMJONES**

Applications already submitted: Please use the **RM#** reference that has been assigned to your application, this will have been emailed to yourself or your agent.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:

Bank transfer to account **02 0948 0002000 000** (If paying from overseas swiftcode is – BKNZNZ22)

Use the **reference RM** and the first 5 letters of applicant name (e.g RMJONES)- if paying prior to submitting application

Use the **RM#** reference provided by Planning Support (e.g RM170123) - if paying after submitting application

Manual Payment at reception (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)

*Reference

*Amount Paid

(For required initial fees refer to website for Resource Consent Charges or speak to the Duty Planner by phoning 03 441 0499)

*Date of Payment

APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.

If lodging this application as **the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to the Fees Information section.

OR:

If lodging this application as **agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to the Fees Information section.



I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.

Signed (by or as authorised agent of the Applicant) **

Full name of person lodging this form

Firm/Company

Dated

**If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.

Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

- Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;

Information provided within the Form above

- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

- (2) The assessment under subclause (1)(g) must include an assessment of the activity against—

- (a) any relevant objectives, policies, or rules in a document; and
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)

- (3) An application must also include an assessment of the activity's effects on the environment that—

- (a) includes the information required by clause 6; and
- (b) addresses the matters specified in clause 7; and
- (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- An application must also include any of the following that apply:
 - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1));
 - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A));

ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
 - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
 - (b) an assessment of the actual or potential effect on the environment of the activity;
 - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
 - (d) if the activity includes the discharge of any contaminant, a description of—
 - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
 - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
 - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
 - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
 - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
 - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).
- (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
- (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
 - (a) oblige the applicant to consult any person; or
 - (b) create any ground for expecting that the applicant will consult any person.

CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
 - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects;
 - (b) any physical effect on the locality, including any landscape and visual effects;
 - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity;
 - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations;
 - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants;
 - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
- (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.

The Proposal Details and Assessment of Effects should cover the following details:

- The maximum number of nights per calendar year sought that visitors may stay;
Notes: (1) Consents for up to 180 days - rates increase will be between 25-50% plus a development contribution and a possible change in use Building Consent; (2) Consents allowing visitors for 365 days - rates increase will be between 50% to 80% plus a development contribution and a possible change in use Building Consent.
- The maximum number of guests per site / room;
- Type of Visitor Accommodation activity and how the property will be let (e.g. hotel, within existing residential unit and let to only one (1) group of people at a time);
- Details of who will manage the property (e.g. owner / agent) and how. This should include details about who neighbours are to contact in case of complaints and how this information will be distributed (particularly in residential areas)
- House rules / management plan for the activity (see the example Visitor Accommodation Management Plan – link below)
- How rubbish collection from the site will be managed
- How outdoor areas will be managed, particularly in the evening
- If there is a wood burner on site, under which Building Consent it was legally established if existing
- The access arrangements and available car parking onsite, and how this will be managed including; the number of onsite carparks for guest/employee use, and any available coach access (if required by the District Plan). Note this may require a Traffic Assessment from a suitably qualified expert depending on the scale of the activity proposed.
- When the visitor accommodation activity shall commence (e.g. once consent is granted, already operating, or a specified date). This information is needed to determine when your development contribution is payable, and for rates.
- The Gross Floor Area for the Visitor Accommodation unit (Meaning the sum of the gross area of the several floors of all buildings on a site, measured from the exterior faces of the exterior walls, or from the centre lines of walls separating two buildings) - required for the assessment of the Development Contribution.

Useful Guidance Documents to read and reference when considering the use of your property for fee paying guests:

- *"Visitor Accommodation; High & Low Density Residential" (this will help to guide your assessment of effects particularly in any Residential zone or site*
- *"A General Guide to Using Your Residential Property for Paying Visitors and Guests in the Queenstown Lakes District, June 2017"*
- *"Example Visitor Accommodation Management Plan, June 2017"*

Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
 - Water supply
 - Wastewater supply
 - Stormwater supply
 - Reserves, Reserve Improvements and Community Facilities
 - Transportation (also known as Roothing)

[Click here for more information on development contributions and their charges](#)

OR Submit an Estimate request



While it is not essential that your documents are named the following or that those listed are essential, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.

Application Form 9

Assessment of Environmental Effects (AEE)

Computer Register (CFR)

Covenants & Consent Notice

Affected Party Approval/s

Landscape Report

Engineering Report

Geotechnical Report

Traffic Report

Urban Design Report

Resource Consent Application

To:
Queenstown Lakes District Council

Vision For Investment Trust

Use of Residential Unit + Residential
Flat for Residential Visitor
Accommodation

4 Luckie Lane, Frankton

28 March 2022



Application Summary

Applicant: Vision For Investment Trust

Application: Application under Section 88 of the Resource Management Act 1991 (RMA) for a land use consent to undertake residential visitor accommodation from an existing residential unit.

Location: 4 Luckie Lane, Frankton

Legal Description: Lot 113 Deposited Plan 505699 as held in Record of Title 764099

District Plan (Operative) Zoning: Low Density Residential

District Plan (Proposed) Zoning: Lower Density Suburban Residential

Council Assessment Number: 2910321215

Activity Status: Non-Complying

The following is an assessment of environmental effects that has been prepared in accordance with Schedule 4 of the Resource Management Act 1991 (RMA). The assessment of effects corresponds with the scale and significance of the effects that the proposed activity may have on the environment.

1. PROPOSAL AND SITE DESCRIPTION

Background to the Application:

The Applicant is based outside of Queenstown (in Auckland) and recently purchased the property as a part-time holiday home residence for themselves, for several weeks/year.

Given the residential unit is used as part-time holiday home for the owner(s), it cannot be rented to long-term tenants. Therefore, the Applicant seeks to utilise the dwelling for short term residential visitor accommodation, whilst not using it for themselves or friends/family.

Proposal Description:

Consent is sought to use a residential dwelling + residential flat for short-stay residential visitor accommodation (RVA) for a *maximum* of ten (10) people in the residential unit, and four (4) people in the residential flat, let individually for up to 310 nights per year. The applicant intends to let the residential unit and residential flat for a minimum of two (2) nights to each group.

Specifically, the form of visitor accommodation proposed is the part-time commercial letting of the residential unit through means such as (but not limited to) Airbnb, Bookabach and other holiday home letting websites.

The main residential dwelling will comfortably accommodate a maximum of ten (10) people and will be rented out to a single group. The residential flat will comfortably accommodate a maximum of four (4) people and will be rented out to a single group (whom may or may not be associated with the group staying within the main dwelling).

For clarity, it is confirmed that the residential dwelling and residential flat may be let to different groups at the same time (similar to a residential living situation where the lower flat would be rented to a different household). The dwelling may be let for up to 310 nights/year, and the flat may separately be let for up to 310 nights year.

The specific sleeping configuration of the dwelling is as follows (references to the bedroom numbers on the attached VA Floor Plans):

Residential Unit:

- Bedroom 1: Queen Bed – Two guests
- Bedroom 2: Queen Bed – Two guests
- Bedroom 3: Queen Bed – Two guests
- Bedroom 4: Queen Bed – Two guests
- Bedroom 5: Queen Bed – Two guests

Residential Flat:

- Bedroom F1: Queen Bed – Two guests
- Bedroom F2: Queen Bed – Two guests
- Bedroom F3: Single Bed – One guests

- *Note: The residential flat will be let to a maximum of four (4) people at any one time.*

It is noted that the definition of visitor accommodation in the District Plan specifies that “commercial letting” means fee paying letting *and* includes the advertising for that purpose of any land or buildings. For the avoidance of doubt, it is clarified that the applicant proposes to be able to advertise the residential unit for rent year-round (365 days), however will only physically let out the unit/flat to paying customers for a maximum of 310 nights per year.

As a standalone residential unit rented to a family/group, there will not be any dedicated on-site manager of the activity.

There will be adequate and dedicated car parking for a minimum of 3 cars on the site – comprising of two in the double garage for the residential unit and one in the outdoor parking area for the residential flat.

Rubbish and recycling associated with the activity is to be disposed of via the regular Council collection, or potentially via private collection in future. The managers of the activity ensure rubbish and recycling is placed for roadside collection each week.

Site and Locality Description



Figure 1 – The Subject Site



Figure 2 – Subject Dwelling

The property is legally described as Lot 113 Deposited Plan 505699 as held in Record of Title 764099 with a street address of 4 Luckie Lane on Queenstown Hill.

The site contains one three-storey dwelling with a residential flat also contained within the same building.

The site is accessed directly off Luckie Lane, accessible from Florence Close. Luckie Lane is a privately-owned access road that partially comprises of a small sliver of the application allotment.

There is sufficient on-site car parking available – with the ability to park two cars within the internal garage, and one within a secondary driveway for the residential flat.

The topography of this site has been modified by the development, with the building having been cut into the slope of the land. This has resulted in a flatter access/car parking area (as seen in Figure 2).

The primary outdoor living areas consist of a balcony/deck extending to the south off the indoor living areas of the residential dwelling/flat. The wider surrounding environment is largely undeveloped residential lots.

Relevant Site History

Resource consent RM171579 approved a land use consent for earthworks associated with the development of one residential unit and residential flat at 4 Luckie Lane.

2. ACTIVITY STATUS

2.1 THE OPERATIVE DISTRICT PLAN

The subject site is zoned 'Low Density Residential' in the Operative Queenstown Lakes District Plan. The proposed activity requires resource consent for the following reasons:

- A **restricted discretionary** activity pursuant to Rule 7.5.3.4(i) for Visitor Accommodation in the Low-Density Residential Zone (excluding the Visitor Accommodation Sub-Zone). The Council's discretion is restricted to the following matters:
 - (a) The location, external appearance and design of buildings;
 - (b) The location, nature and scale of activities on site;
 - (c) The location of parking and buses and access;
 - (d) Noise, and
 - (e) Hours of operation
- **restricted discretionary** activity pursuant to Rule 7.5.3.4(vi) as the proposal will not comply with Site Standard 7.5.6.2(iii)(f) which specifies that no part of any building to be used for VA shall be permitted to locate within 4 metres of an internal boundary, where the site(s) adjoining that internal boundary is zoned residential. The existing dwelling is located approximately 2.185m from the northern boundary. Council's discretion is restricted to this matter.
- A **restricted discretionary** activity pursuant to Rule 14.2.3(ii) as the proposal breaches Site Standard 14.2.2(iv) which requires an 80m sight distance for non-residential activities, and 45m for residential activities. The available site distance from the corner of Luckie Lane and Florence Close is approximately 48m. The Council's discretion is restricted to this matter.
- A **restricted discretionary** activity pursuant to Rule 14.2.2.3(ii) as the proposal breaches Site Standard 14.2.4.2(iii) which specifies that the maximum gradient for any private way used for vehicle access shall be 1 in 6. The gradient of the existing driveway is approx. 1 in 4. The Council's discretion is restricted to this matter.

2.2 THE PROPOSED DISTRICT PLAN

This application was lodged on 7 March 2019. Council notified its decisions on Stage 2 of the Proposed District Plan on 21 March 2019.

Under the PDP, the subject site is zoned 'Lower Density Suburban Residential' in the PDP and the proposed activity requires resource consent for the following reasons:

- A **non-complying** activity pursuant to Rule 7.5.18 as the proposal breaches standard 7.5.18.1 for a cumulative total of greater than 180 nights occupation by paying guests per 12-month period, being 310 nights.
- A **restricted discretionary** activity pursuant to Rule 29.5.18 which requires an 80m sight distance for non-residential activities in a 50km zone. Discretion is restricted to effects on safety, efficiency, and amenity of the site and of the transport network, including the pedestrian and cycling environment.
- A **restricted discretionary** activity pursuant to Rule 29.5.17 which requires that the maximum gradient for any private way used for vehicle access shall be 1 in 6. The gradient of the existing driveway for is approximately 1 in 4.

2.3 ACTIVITY STATUS SUMMARY

The application is considered to be:

- a **restricted discretionary** activity under the ODP;
- a **non-complying** activity under the PDP; and

Overall, the application is being considered and processed as a **non-complying** activity.

3.0 SECTION 95A NOTIFICATION

Step 1 – Mandatory public notification

- We are not requesting public notification of the application.
- Provided a request is reasonable, we are unlikely to refuse to provide further information or refuse the commissioning of a report under Section 92(2)(b) of the Act.
- The application does not seek to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Accordingly, mandatory public notification of the application is not required.

Step 2 – Public notification precluded

- Public notification is not precluded by any rule or national environmental standard.

- The proposal is not a controlled activity, a restricted discretionary/discretionary subdivision or a residential activity, or a boundary activity as defined by section 87AAB.
- The proposal is not a prescribed activity.

Accordingly, public notification of the application is not precluded.

Step 3 – If not precluded by Step 2, public notification is required in certain circumstances

- Public notification of this application is not specifically required under a rule or national environmental standard.

A consent authority must publicly notify an application if it decides under s95D(8)(b) that the activity will have or is likely to have adverse effects on the environment that are more than minor. An assessment in this respect is made in Section 5 below.

Step 4 - public notification in special circumstances

- In this case it is considered that no special circumstances exist.

4.0 EXCLUSIONS FROM ASSESSMENT (s95D(D))

a) The Council must disregard any effects on persons who own or occupy:

- ii) the land in, on, or over which the activity will occur; or*
- iii) any land adjacent to that land; and*

In this instance the persons considered to be those listed above are marked with a Red 'X' in Figure 3 below:



Figure 3 – The Subject Site & Adjacent Land

- b) may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect; “the permitted baseline”:*

In this case there is no relevant permitted baseline for visitor accommodation, given that a resource consent is needed for all Residential Visitor Accommodation in the Lower Density Suburban Residential Zone under the rules of the Proposed District Plan. A permitted baseline does exist for use of the dwelling for standard residential activity.

- c) in the case of a restricted discretionary activity, must disregard an adverse effect of the activity that does not relate to a matter for which a rule or national environmental standard restricts discretion:*

N/A

- d) must disregard trade competition and the effects of trade competition:*

There are no effects of trade competition relevant to the current proposal.

- e) must disregard any effect on a person who has given written approval to the relevant application:*

In this case no person has provided their written approval to the application – nor are any written approvals considered necessary.

5.0 ASSESSMENT OF EFFECTS ON THE ENVIRONMENT (s95D)

The following assessment of effects on the environment a) includes the information required by clause 6 (Schedule 4 of the RMA); and (b) addresses the matters specified in clause 7;

and (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

For readability the following assessment does not use the specific wording outlined in clauses 6 and 7. However this assessment has been prepared to address the requirements of these clauses.

The relevant assessment matters are found in Section 7.7.2(vii) of the District Plan and have been considered in the assessment below.

(a) The location, external appearance and design of buildings;

This matter of discretion and associated assessment matters are more intended to cover the design and location of *new* visitor accommodation buildings. In this case the proposed RVA activity will be undertaken from within an existing residential unit and residential flat that is currently under construction. No external changes to the bulk or location of the building are proposed. Guests will access the building through the existing entry points.

The existing building will continue to appear as a complementary part of the wider Queenstown urban fabric. Therefore, it is considered that the amenity values of the surrounding environment including the visual amenity of the street, neighbouring properties and views of the lake will be maintained.

Accordingly, it is concluded that the location, design, and external appearance of the residential building is appropriate and adverse effects on the environment will be less than minor in this regard.

(b) The location, nature and scale of activities on site;

It is proposed to undertake RVA from the property for up to 310 nights per year. However, for the remainder of the year the dwelling will either be vacant, used for owner's personal use, or rented to long-term tenants – and as such the land use of the residential unit will be a true mixed-use.

As described above, the intention for the property is very much a legitimate holiday home for the owners (who are based in Auckland) and their family/friends. As the property is used in this manner throughout different times of the year, it is not possible for it to be rented to tenants.

It is acknowledged that the current PDP regime classifies Residential Visitor Accommodation as a non-complying activity when more than 180 nights/yr is sought.

When not used for standard residential purposes, or short-term accommodation (say if 180 nights/yr was sought), the property would be vacant – an under-utilised housing/accommodation resource.

The key question then arrived at is: *'what are the adverse effects on the environment for the additional use of the property for short term accommodation, above 90/180 nights/yr?'*

In order to answer this question – it is firstly necessary to understand the adverse effects of

the nature and scale of the activity.

The primary dwelling contains five bedrooms – each containing a double bed. Therefore, the dwelling will comfortably accommodate a maximum of 10 guests without resulting in over-crowding or necessitating people sleeping on couches etc.

The residential flat contains three bedrooms, also avoiding any over-crowding issues. The residential flat will be let to a maximum of four guests at any one time.

A condition of consent ensuring a maximum occupancy of fourteen guests (ten in the primary dwelling, four in the flat) at any one time is invited.

Given there is car parking for three (3) cars within the internal garage and outdoor car parking area, and the majority of cars in New Zealand have capacity for a minimum of 5 pax – this will ensure the nature of the RVA activity (including the scale of associated traffic generation/car parking) will be completely absorbed by the site.

The nature of RVA proposed (similar to 'AirBnB' rentals) allows the manager of the RVA to pre-vet guests before arriving on the site. The RVA activity will be compatible with the amenity values of the wider residential environment since, from outside of the site, it will be difficult to observe that the residential unit is in fact used for RVA - being undertaken from within an existing residential dwelling and flat.

While the independent RVA letting of the residential dwelling and lower residential flat may have potential to result in adverse effects on the environment (i.e. a greater nature/scale), in reality these adverse effects are likely to be similar to a residential situation – where the flat would usually be rented out independently of the primary dwelling.

Other relevant assessment matters direct attention to the nature of the development in the context of permitted future uses on nearby sites; loss of privacy; proximity of outdoor facilities in relation to neighbours; hours of operation; and the need for landscaping to mitigate visual effects.

Relevant permitted future uses on nearby sites are primarily residential. The proposed RVA activity is small-scale in comparison to say, a hotel or backpackers, and will be compatible with the anticipated future uses of the zone. There will be very little loss of privacy values in relation to the wider area, given the permitted baseline and how the proposed activity will be undertaken from within an existing residential unit.

No specific hours of operation are proposed. However, given the relatively small-scale/nature of the activity and permitted baseline of standard residential use, any adverse effects on the environment in this regard are considered to be less than minor.

Given the nature of the building and site, no specific landscaping is considered to be necessary to mitigate the adverse effects of the proposal on the wider environment. While the road-facing balconies will be visible from public places – any activity undertaken on these balconies (between 7am-10pm) will appear the same as standard residential activity. No additional landscaping is considered to be necessary.

Whilst not a direct s95 consideration, it is also noted that the proposal will result in positive

effects – being the supply of ‘ready-to-go’ Queenstown Visitor Accommodation.

Finally, one relevant assessment matter directs consideration to ensuring the site is adequately serviced with the required water supply and that adequate provision is made to dispose of wastewater, stormwater, and other wastes.

Given the RVA activity will be undertaken from an existing and serviced residential unit, any potential adverse effects in this regard will be effectively avoided and mitigated. Rubbish and recycling will be disposed of in a proper manner. The proposed VAMP sets out procedures for ensuring that rubbish/recycling is disposed of properly – to be overseen by the manager of the RVA.

We then return to the question: *‘what are the adverse effects on the environment for the additional use of the property for short term accommodation, above 90/180 nights/yr?’*

As has been clearly demonstrated above, the overall nature and scale of the activity will be appropriate in the context of the site and surrounds, and result in adverse effects on the wider environment that are less than minor.

Therefore, adverse effects on the wider environment for the VA use of the property; including the additional nights above 90/180 nights/yr; are considered to be less than minor.

Overall the location, nature and scale of the activities on the site are considered to be appropriate and will result in adverse effects on the environment that are less than minor

Nature and Scale - Cumulative Effects

In terms of other land uses – consideration should also be had as to cumulative effects of similar VA activities authorised by resource consent nearby. In that manner a search of Council’s Property Files has been undertaken for nearby properties. From this search, it has been determined that other resource consents for visitor accommodation have been applied for and granted (as of the date of this report) at:

- 4A – 4C Florence Close
- 12 Florence Close
- 14 Florence Close
- 16 Florence Close

However, no other resource consents for RVA/VA have been applied for or granted at any other Florence Close properties, nor any properties on Luckie Lane.

As such it is clear that the nature and scale of the proposed activity will not represent the crossing of a threshold whereby the character of the neighbourhood will be unacceptably altered. Instead this area and the wider Queenstown will more than adequately be able to absorb the activity while maintaining a residential character.

Overall the location, nature and scale of the activities on the site are considered to be appropriate and will result in adverse effects on the environment that are less than minor.

(c) The location of parking and buses and access;

Access to the site and residential unit is proposed to be the same as existing – via a vehicle crossing off Luckie Lane (which is accessed off Florence Close). All guests will be briefed on the access and car parking situation prior to arriving at the site.

Relevant assessment matters in this regard direct consideration to the adequacy of car and coach parking on the site, adverse effects resulting from vehicles (noise, vibration, lighting etc), pedestrian safety, traffic generation/congestion, and the ability to mitigate these adverse effects.

Given the nature and scale of RVA proposed (being very similar to anticipated residential activity), this existing access is considered suitable to serve the needs of the site.

The Transport Rules of the District Plan require 1 on-site car park for the RVA activity, 1 for staff/guests associated with the RVA activity and 1 for the residential flat. These are available on-site in the same manner as the existing residential unit as described above.

No dedicated coach parking is provided for the activity – all guests will either arrive to the site by private vehicle or public transportation (i.e. regular buses or taxis).

Despite this, the provision for buses is a matter of reserved discretion for Council. In this regard it is noted that the proposal is not of a scale that would necessitate the provision of an on-site coach park. The RVA activity proposed will accommodate a maximum of 14 people (total) and is of a scale that would not attract tour groups or similar.

However, in order to ensure the avoidance of adverse effects in this regard, the applicant would invite a condition of consent that no coaches are to pick-up, drop-off, or park at the site.

While using the existing dwelling/flat for RVA will result in traffic movements to and from the site (with associated adverse effects including noise, vibration and glare from headlights), these adverse effects will be of the same nature and scale to that which would occur with the anticipated residential use.

With respect to pedestrian safety – given that the existing access points will be used, and adequate on-site car parking will be provided; any resulting adverse effects on the environment in this regard will be less than minor.



Figure 4 – Sightlines Up Florence Cl

As outlined above, resource consent is sought as the sight distance from the end of Luckie Lane (technically a part of the application site) to the north east is less than the required 80m for non-residential users, being approximately 48m due to a hump in Florence Close. This is demonstrated in Figure 4.

However, from visual observations on site, this stretch of Florence Close is a low-speed traffic environment. Additionally, Florence Close has a one-way design, meaning that a driver exiting Luckie Lane will be turning left and away from oncoming traffic.

In reality, it is very easy for an unfamiliar driver to access and depart the site in a safe manner. It is noted that a QLDC Engineer may assess the situation and provide comment, however it is considered that a formal traffic engineering assessment is not necessary given the factors mentioned above.

All guests will be informed that they must carefully check for vehicles approaching from Florence Close when leaving the site, and that they must only turn left onto Florence Close when leaving. Measures are proposed in the VAMP in this regard. Therefore, adverse effects on the environment in this regard are considered to be less than minor.

Finally, the gradient of the existing driveway into the double garage exceeds the prescribed max 1-in-6, being approximately 1-in-4. This matter has been discussed on-site with QLDC Principal Resource Management Engineer, Mike Wardill, and it has been agreed that an appropriate solution is to build a keystone retaining wall on the driveway, to ensure that when guests reverse out of the driveway they are directed in an appropriate direction to exit the site in a forward manner and drive up Luckie Lane, avoiding adverse effects.

Overall it is concluded that adverse effects on the environment will be less than minor with respect to the location of parking, buses and access.

(d) Noise

Zone Standard 7.5.5.3(xii)(a) restricts sound from Visitor Accommodation activities to be within prescribed limits.

In essence this means that the proposed RVA activity is not excluded from the noise limits of the District Plan and will need to comply as resource consent is not sought in this regard. Relevant assessment criteria seek the avoidance of noise emissions beyond the property boundary through mitigation measures.

The majority of the RVA activity will be undertaken inside the dwelling and flat. It is considered that RVA activities undertaken within the building are likely to comply unless excessive noise is generated. In that regard a condition of consent is volunteered to ensure adherence to these noise limits, and the noise management plan (NMP) is implemented to avoid adverse noise effects.

It is considered that the outdoor living areas of the site have the greatest potential to result in adverse noise effects, particularly during the hours when the night-time noise limits are in effect (8pm – 8am).

Noise is inherently a difficult effect to manage given the ambiguous nature and subjective experience. It is considered that the best method to manage noise from these outdoor areas is through an NMP. Specifically, the attached NMP (contained within the Visitor Accommodation Management Plan) identifies the following methods to be utilised to avoid and mitigate adverse effects from the outdoor living areas:

- No use of outdoor living areas between the hours of 10pm – 7am.
- No amplified sound (music or otherwise) to be played within the outdoor living areas between the hours of 8pm – 8am.
- Signage to be erected (both inside the residential unit/flat and outside in the outdoor living areas) informing guests they are in a residential area and to keep noise levels to a minimum between 8pm – 8am, and that outdoor living areas are not to be used between 10pm – 7am. This signage shall also contain the contact number of the owner/manager so as to enable guests to contact them at any time with questions.
- Procedures for managing any complaints.
- NMP Review procedures.

It is considered that the use of a comprehensive NMP is the best way to manage and control adverse noise effects such that they will be less than minor.

Overall given the nature and location of the primary outdoor living areas (fronting onto Luckie Lane) and comprehensive noise management procedures - adverse effects on the environment are likely to be less than minor with respect to noise.

(e) Hours of operation

As outlined above, no specific hours of operation are proposed for the wider activity given the permitted baseline and 'residential-like' nature of the RVA (as opposed to more intense forms of RVA).

However, it is acknowledged that the use of outdoor areas during the late evening and early morning hours will have the potential to result in adverse noise effects. Therefore, a condition of consent is volunteered to restrict the use of these outdoor areas, particularly between 10pm – 7am where they will not be used at all.

The NMP will assist in mitigating the adverse effects of noise to an acceptable level whereby the amenity of the neighbourhood is protected.

Overall adverse effects on the environment are considered to be less than minor with respect to hours of operation.

Advertising of Visitor Accommodation

As outlined above, the definition of visitor accommodation in the District Plan specifies that “commercial letting” means fee paying letting *and* includes the advertising for that purpose of any land or buildings. The applicant proposes to be able to advertise the residential unit for rent year-round (365 days), however will only physically let out the unit to paying customers for a maximum of 310 nights per year. It is considered that no adverse effects on the environment will result from advertising the property online for rent year-round. Adverse effects only result once the property is actually used for this purpose.

A condition of consent or advice note in the decision is requested accordingly to clarify this intent.

Summary – Effects on the Environment

Overall the proposed use of the existing residence for the specified RVA activity will result in adverse effects on the environment that are less than minor.

6.0 EFFECTS ON PERSONS

6.1 MANDATORY EXCLUSIONS FROM THE S95E ASSESSMENT

Section 95B(1) requires a decision whether there are any affected persons. The following steps set out in this section, in the order given, are used to determine whether the Council should limited notify the application, if the application is not to be publicly notified.

Step 1: certain affected groups and affected persons must be notified

Limited notification is not required under Step 1 as the proposal does not affect customary rights groups, customary marine title groups nor is it on, adjacent to or may affect land subject to a statutory acknowledgement.

Step 2: if not required by step 1, limited notification precluded in certain circumstances

- Limited notification is not precluded under Step 2 as the proposal is not subject to a rule in the District Plan or NES that precludes notification.
- Limited notification is not precluded under Step 2 as the proposal is not a controlled activity and is not a prescribed activity.

Step 3: if not precluded by step 2, certain other affected persons must be notified

- Limited notification is not precluded under Step 3 as the proposal is not a boundary activity where the owner of an infringed boundary has provided their approval, and it is not a prescribed activity.
- Limited notification is not precluded under Step 3 as the proposal falls into the ‘*any other activity*’ category and the effects of the proposal on persons are assessed in section 6.2 below.

6.2 ASSESSMENT: EFFECTS ON PERSONS AND CONSULTATION



Figure 5 – The Subject Site & Adjacent Land (Subject Site Outlined)

Eastern adjoining Residential Neighbour – 2 Luckie Lane

The eastern adjoining site contains no existing dwellings, though residential development is anticipated in the future. Whilst the future occupiers of this land may observe the RVA activity, this will generally be limited to views of guests arriving at/leaving the site, and potentially using the outdoor living areas.

A comprehensive VAMP (including NMP) is proposed to ensure the RVA activity at 4 Luckie Lane is undertaken in a way that will not affect the residential amenity of this future neighbour. In particular, the volunteered restriction on use of the outdoor living areas during

night time hours and provision for the proper disposal of waste will adequately protect their residential amenity.

Adequate on-site car parking will be provided at 4 Luckie Lane – ensuring that traffic and parking effects on this future neighbour are avoided in this regard. With particular regard to noise, the volunteered measures (outdoor living areas, signage, guest advice on check-in) will ensure these effects are the same or less than that which would occur with standard residential activity as anticipated by the District Plan.

Finally, one component of the proposed NMP is that an annual letter drop be undertaken to the owners/occupiers of this adjoining site - providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints. This proactive approach will help to ensure the RVA activity is undertaken in a manner that will protect the privacy and residential amenity of this future neighbour.

Overall adverse effects on the owners and future occupiers of 2 Luckie Lane will be less than minor. This person is not considered adversely affected.

Southern adjoining Residential Neighbour – 5, 7 & 9 Luckie Lane

The southern adjoining sites contain no existing dwellings, though it is likely that future dwellings will face south toward the lake, without direct orientation toward the application site. Additionally, the presence of the Luckie Lane carriageway provides an effective buffer for these neighbours from the RVA activity.

A comprehensive VAMP (including NMP) is proposed to ensure the RVA activity is undertaken in a way that will not affect the residential amenity of these future neighbours. In particular, the volunteered restriction on use of the outdoor living areas during night time hours and provision for the proper disposal of waste will adequately protect their residential amenity.

Adequate on-site car parking will be provided – ensuring that traffic and parking effects on these future neighbours are avoided in this regard. With particular regard to noise, the volunteered measures (outdoor living areas, signage, guest advice on check-in) will ensure these effects are the same or less than that which would occur with standard residential activity as anticipated by the District Plan.

Finally, one component of the proposed NMP is that an annual letter drop be undertaken to the owners/occupiers of these adjoining neighbouring sites - providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints. This proactive approach will help to ensure the RVA activity is undertaken in a manner that will protect the privacy and residential amenity of these persons.

Overall adverse effects on the owners/occupiers of 5, 7 & 9 Luckie Lane are considered to be less than minor. These persons are not considered adversely affected.

Northern adjoining Residential Neighbours – 9, 11, 13 Florence Close

The adjoining neighbouring sites to the north – 9, 11 & 13 Florence Close are located upslope of the application site. No existing dwellings are currently present at these sites,

though residential development is anticipated. The moderate degree of topographical separation (as these future dwellings will likely incise into the slope above 4 Luckie Lane) will enhance both parties' privacy.

From the perspective of future neighbours – RVA activities will appear very similar to the permitted baseline; particularly as the outdoor living areas of the application site are positioned well away from the common boundary and face toward the south. Adequate on-site car parking will be provided – ensuring that traffic and parking effects on these future neighbours will be avoided.

The proposed VAMP and NMP will provide for a comprehensive and proactive framework to enable the RVA activity to occur without adversely affecting these future neighbours – particularly with respect to noise. Preventing the use of the outdoor living areas (in particular) during night-time hours will ensure the continuation of their night-time amenity.

Finally, the proposed annual letter drop to these persons (providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints) will help to ensure the RVA activity is undertaken in a manner that will not adversely affect these parties – and allow for an adaptable and communicative system to deal with any unexpected matters that do arise.

Overall given the nature and scale of the activity proposed and volunteered VAMP/NMP – adverse effects on these northern neighbours are considered to be less than minor. These persons are not considered to be adversely affected.

Western adjoining Residential Neighbour – 6 Luckie Lane

The western neighbour is horizontally separated to the application site (with the application dwelling being located in excess of 7m from the common boundary) and contains no existing dwellings. It is probable that future dwellings will not have direct outlook over the application site, given the view of the lake that is afforded by this location on Queenstown Hill.

While the RVA activity will be visible from this neighbour - in terms of residential amenity – the activities will appear very similar to that of the permitted baseline as described for the other neighbours above. Adequate on-site car parking will be provided – ensuring the avoidance of any adverse traffic or parking effects.

The proposed VAMP and NMP will provide for a comprehensive and proactive framework to enable the RVA activity to occur without adversely affecting this party – particularly with respect to noise. Preventing the night-time use of all outdoor living areas will ensure the continuation of their night-time amenity.

The proposed annual letter drop to this person (providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints) will help to ensure the RVA activity is undertaken in a manner that will not adversely affect them – and allow for an adaptable and communicative system to deal with any unexpected matters that do arise.

Overall given the nature and scale of the activity proposed and volunteered VAMP/NMP – adverse effects on this western neighbour are considered to be less than minor. This party is not considered to be adversely affected.

Other Users of Shared Access

As previously explained, the private driveway used to access the application site (Luckie Lane) is also used to access several other properties. This driveway is physically located within privately-owned fee-simple allotments – with access being secured by easements. Consideration therefore needs to be given to the actual or potential adverse effects on the persons owning and using this driveway.

Important in this case is the permitted baseline – which anticipates vehicle movements on this driveway from standard residential activity (year-round). Therefore, the permitted baseline does allow for the nature of vehicle movements that will occur with the proposed VA use. While a maximum of 310 nights/year of RVA use is proposed – any vehicle movements associated with this will be in lieu of vehicle movements that would occur should the dwelling be utilised for long-term occupation.

In order to ensure the avoidance of adverse effects on the users of this driveway, all RVA guests will be briefed on the access and car parking arrangement of the site prior to arriving. The RVA manager will ensure guests are reminded of the access and car parking arrangement on arrival – and the on-site compendium will provide a continual reminder.

Access to the site and garage from the street/driveway is easy and guests are unlikely to find difficulty in locating the site.

As such it is concluded that adverse effects on persons using the shared access will be less than minor. These parties are not considered to be adversely affected.

Conclusion – Effects on Persons

Overall the above assessment has determined that adverse effects of neighbouring land owners and occupiers will be less than minor. No party is considered adversely affected by the proposal.

7.0 OVERALL NOTIFICATION ASSESSMENT

Given the assessments undertaken and conclusions made in Sections 3-6 above, it is considered that the Council should proceed with processing the application on a non-notified basis.

8.0 RELEVANT DISTRICT PLAN PROVISIONS

8.1 OBJECTIVES AND POLICIES - OPERATIVE DISTRICT PLAN

The relevant objectives and policies of the Operative District Plan are found in Parts 7 (Residential Areas) and 14 (Transport):

Part 7 – Residential Areas

7.1.2 District Wide Residential Objectives and Policies

Objective 3 - Residential Amenity.

Pleasant living environments within which adverse effects are minimised while still providing the opportunity for community needs.

Policies

- 3.5 To ensure hours of operation of non-residential activity do not compromise residential amenity values, social well-being, residential cohesion and privacy.*
- 3.8 To ensure noise emissions associated with non-residential activities are within limits adequate to maintain amenity values.*
- 3.9 To encourage on-site parking in association with development and to allow shared off-site parking in close proximity to development in residential areas to ensure the amenity of neighbours and the functioning of streets is maintained.*

The proposed RVA activity will be undertaken from within a standard residential unit and flat and from outside the site will appear very similar to standard residential activity. An NMP is proposed to address actual or potential adverse noise effects, particularly from within the outdoor living areas.

On-site car parking will be provided to adequately serve the needs of the activity and protect the functioning of the streets.

Objective 4 - Non-Residential Activities

Non-Residential Activities which meet community needs and do not undermine residential amenity located within residential areas.

Policies

- 4.1 To enable non-residential activities in residential areas, subject to compatibility with residential amenity.*
- 4.2 To enable specific activities to be acknowledged in the rules so as to allow their continued operation and economic well-being while protecting the surrounding residential environment*

The proposed RVA activity will be compatible with the residential amenity of the surrounding environment given the 'residential-like' nature.

7.2.3 Objectives and Policies - Queenstown Residential and Visitor Accommodation Areas

Objectives

1. *Residential and visitor accommodation development of a scale, density and character, within sub zones which are separately identifiable by such characteristics such as location, topography, geology, access, sunlight or views.*

Policy

8. *To ensure the scale and extent of any new Visitor Accommodation in residential areas does not compromise residential amenity values by adversely affecting or altering existing neighbourhood character.*

No physical exterior alterations are needed (from that currently being constructed). The proposed activity will not compromise the residential amenity values of the area to a substantial degree or substantially alter the existing neighbourhood character. This is because the RVA activity will be undertaken from within an existing residential unit and residential flat and no other alterations are proposed outside of that which has already been consented. From outside the site it will be very difficult to visually perceive the difference between the RVA activity proposed, and the dwelling being used for sole residential activity.

Finally, the proposal will align with the relevant objectives and policies of Part 14 (Transport) which seek to ensure a safe and efficient transport network. Despite a shortfall in non-residential site distance, safe and easy access to and from the site is available to guests, given the subject traffic environment of Florence Close/Luckie Lane, and enhanced through management procedures.

Overall the proposal is considered to align with the relevant objectives and policies of the Operative District Plan.

8.2 OBJECTIVES AND POLICIES – PROPOSED DISTRICT PLAN

The relevant objectives and policies in the Proposed District Plan are found in Proposed Chapters 7 (*Lower Density Suburban Residential Zone*) and 29 (*Transport*) and are assessed as follows:

Proposed Chapter 7 – Lower Density Suburban Residential Zone

Objective 7.2.8 - *Visitor accommodation, residential visitor accommodation and homestays are enabled at locations, and at a scale, intensity and frequency, that maintain the residential character and amenity values of the zone.*

Policies

7.2.8.1 - *Provide for visitor accommodation and residential visitor accommodation in the Visitor Accommodation Sub-Zones that are appropriate for the low density residential environment, ensuring that adverse effects on residential amenity values are avoided, remedied or mitigated.*

7.2.8.2 - *Restrict the establishment of visitor accommodation in locations outside the Visitor Accommodation Sub-Zones to ensure that the zone maintains a residential character.*

7.2.8.3 - Ensure that residential visitor accommodation and homestays are of a scale and character that are compatible with the surrounding residential context and maintain residential character and amenity values.

7.2.8.4 - Provide opportunities for low intensity residential visitor accommodation and homestays as a contributor to the diversity of accommodation options available to visitors and to provide for social and economic wellbeing.

7.2.8.5 - Manage the effects of residential visitor accommodation and homestays outside the Visitor Accommodation Sub-Zone by controlling the scale, intensity and frequency of use and those effects of the activities that differentiate them from residential activities.

It is acknowledged that the site is not located within a VA sub-zone. However, the overarching policy is to ensure that the activity must be in a location and of a scale, intensity and frequency that maintains the residential character and amenity values of the zone.

Policy 7.2.8.2 seeks to ensure the zone retains a residential character. The assessment of potential cumulative effects undertaken in the s95A assessment has determined that this activity will not sufficiently change the neighbourhood, nor adversely affect existing social cohesion. Neighbouring property owners have been consulted and no responses have been received raising any concerns with the proposal. Therefore, this site is a suitable location for the activity.

The proposed RVA activity will be of a scale and intensity that will be consistent with residential activity – being a maximum of 2 people per bedroom.

Finally, with respect to frequency, while resource consent is sought for up to 310 nights/yr (for reasons previously explained) - the property is still used as the Applicant's personal holiday home residence. Fundamentally the 'holiday home' nature of the dwelling will ensure the frequency of RVA activities will be far smaller/less frequent than a traditional accommodation complex, such as a motel.

The activity will provide supply of low-intensity visitor accommodation for the area/Town, in a manner which utilises existing infrastructure – providing for social and economic wellbeing and achieving policy 7.2.8.4.

Therefore, it is concluded that the proposed RVA activity will be conducted at an appropriate location and of a scale, intensity and frequency that maintains the residential character and amenity values of the zone.

Overall the proposal will not be contrary to Objective 7.2.8 or associated policies.

Proposed Chapter 29 – Transport

The proposal will align with Objective 29.2.2 and Policy 29.2.2.1 which seeks to ensure access and parking is safe and efficient for all transport modes and users. While a dedicated mobility car parking space will not be provided, the VAMP includes measures designed to avoid adverse effects in this regard, and the scale of the activity is such that demand for an accessible car park is likely to be much less than a larger scale visitor accommodation complex.

Overall the proposal is considered to not be contrary to the relevant objectives or policies of the Proposed District Plan.

8.3 OBJECTIVES AND POLICIES – WEIGHTING AND CONCLUSION

As the proposal has been found to align with both sets of provisions, an assessment regarding weighting is not considered to be necessary. Overall the proposal is considered to not be contrary to the relevant objectives or policies of the District Plan.

9.0 OTHER MATTERS

- **Hazardous Substances:** The activity does not involve hazardous substances or installations.
- **Contaminants:** The activity will not involve the discharge of any contaminants.
- **Mitigation Measures:** Other than anticipated standard conditions of consent, no specific mitigation measures are proposed, nor considered necessary.
- **Monitoring:** No monitoring is required for the proposal except standard conditions of consent.
- **Protected Customary Rights:** The activity will not offend any protected customary rights.

10.0 PART 2 OF THE RESOURCE MANAGEMENT ACT

Section 5 of the RMA sets out the purpose of the Act – to promote the sustainable management of natural and physical resources. Given the assessment of effects undertaken above, it is considered that the use of an existing residential unit for RVA will represent sustainable management.

Section 6 of the RMA sets out the matters of national importance. None of these matters is strictly relevant to the current proposal.

The proposal will align with the requirements of Section 7 of the RMA by representing kaitiakitanga, the ethic of stewardship, and the maintenance of the quality of the environment.

Finally, the proposed activity is highly unlikely to offend any of the Principles of the Treaty of Waitangi as required by Section 8.

Overall the development proposed is considered to be consistent with Part 2 of the RMA.

11.0 PARTICULAR RESTRICTIONS FOR NON-COMPLYING ACTIVITIES

Section 104(D) prescribes that consent can only be granted for a non-complying activity if the adverse effects of the activity on the environment are no more than minor, or the activity will not be contrary to the objectives and policies of the District Plan.

In this instance, the above assessment has determined that the adverse effects of the activity on the environment will be no more than minor, and the proposal is also not contrary to the relevant objectives and policies of the District Plan.

Therefore, it is determined that the Council can proceed to making a substantive decision on this application.

12.0 CONCLUSION

Consent is sought to use a residential dwelling and flat for short-stay residential visitor accommodation, let individually to groups of maximum ten (dwelling) and four (flat) people for up to 310 nights per year.

The above assessment has determined that the resulting adverse effects on the environment will be less than minor and effectively mitigated, that no person is considered to be adversely affected, that the proposal will align with the relevant objectives and policies of the District Plan and will adhere to the requirements of Part 2 of the RMA.

Accordingly, it is requested that the Council grant resource consent to the proposal as sought, subject to appropriate conditions of consent.



Richard Kemp
Planning Consultant



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **764099**
Land Registration District **Otago**
Date Issued 13 June 2017

Prior References
449421

Estate Fee Simple
Area 910 square metres more or less
Legal Description Lot 113 Deposited Plan 505699
Registered Owners
Zhi Zhou

Interests

Subject to Part IV A Conservation Act 1987

Appurtenant hereto is a right to drain foul sewage and storm water created by Transfer 697048 - 25.2.1988 at 1:58 pm

Appurtenant hereto is a right to convey water, electricity, telephone services and drain sewage created by Transfer 796528.8 - 24.1.1992 at 9:28 am

The easements created by Transfer 796528.8 are subject to Section 309 (1) (a) Local Government Act 1974

6717938.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.1.2006 at 9:00 am

7195226.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.1.2007 at 9:00 am

Appurtenant hereto is a right to drain stormwater and sewage created by Easement Instrument 7493651.16 - 7.8.2007 at 9:00 am

The easements created by Easement Instrument 7493651.16 are subject to Section 243 (a) Resource Management Act 1991

7585509.9 Partial Surrender of the right to drain stormwater and sewage over part Lot 102 DP 356913 (CT's 309554, 309555 and 309557) marked A on DP 385737 appurtenant to Lot 113 DP 505699 created by Easement Instrument 7493651.16 - 19.10.2007 at 10:22 am

8283616.19 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.5.2010 at 1:10 pm

10802096.10 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.6.2017 at 1:25 pm

Land Covenant in Easement Instrument 10802096.11 - 13.6.2017 at 1:25 pm

Subject to a right of way over part marked B on DP 505699 created by Easement Instrument 10802096.12 - 13.6.2017 at 1:25 pm

Appurtenant hereto is a right of way created by Easement Instrument 10802096.12 - 13.6.2017 at 1:25 pm

The easements created by Easement Instrument 10802096.12 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey water, and a right to drain sewage and water over part marked B, and a right to drain sewage and water over part marked L all on DP 505699 in favour of Queenstown Lakes District Council created by Easement Instrument 10802096.13 - 13.6.2017 at 1:25 pm

The easements created by Easement Instrument 10802096.13 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over part marked B on DP 505699 in favour of Aurora Energy Limited created by Easement Instrument 10802096.14 - 13.6.2017 at 1:25 pm

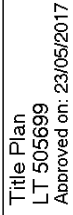
The easements created by Easement Instrument 10802096.14 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to right to convey telecommunications and computer media over part marked B on DP 505699 in favour of Chorus New Zealand Limited created by Easement Instrument 10802096.15 - 13.6.2017 at 1:25 pm

The easements created by Easement Instrument 10802096.15 are subject to Section 243 (a) Resource Management Act 1991

Fencing Covenant in Transfer 10861170.1 - 17.8.2017 at 12:14 pm

11841838.3 Mortgage to Westpac New Zealand Limited - 31.8.2020 at 3:27 pm





View Instrument Details

Instrument No.	8283616.19
Status	Registered
Date & Time Lodged	28 May 2010 13:10
Lodged By	Torrey, Sandra Leah
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
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449410	Otago
449411	Otago
449412	Otago
449413	Otago
449414	Otago
449415	Otago
449416	Otago
449417	Otago
449418	Otago
449420	Otago
449421	Otago
449422	Otago

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kieran Edward Tohill as Territorial Authority Representative on 25/05/2010 03:50 PM

***** End of Report *****

IN THE MATTER of Section 221 of the Resource
Management Act 1991

AND

IN THE MATTER of an Application for Subdivision Consent
by QUEENSTOWN HILL
DEVELOPMENT & REMARKABLES
HEIGHTS LTD

CONSENT NOTICE

BACKGROUND

- A. QUEENSTOWN HILL DEVELOPMENT & REMARKABLES HEIGHTS LTD of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Titles 302159, 235179, 235173, 235172, 406577 (Otago Registry) ("the land").
- B. Council has granted consent (RM070513) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.
- C. This Consent Notice relates to Stage 3 of Remarkables View.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments: -

1) Lots 1 – 9, D.P. 411971

- a) At a time that a dwelling is constructed on Lots 1 – 9 D.P. 411971, the owner for the time being shall construct a vehicle crossing in accordance with the requirements of Council applicable at that time.

2) Lot 101 – 103 D.P. 411971

- a) All services shall be provided to Lots 101 – 103 D.P. 411971 at the time of further development of these lots, in accordance with Council's standard applicable at that time. No development contributions have been taken for these lots and no credits shall be given at the time of further development.

Dated this

7th

day of

May

2009 2010

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its

Principal Administrative Officer





View Instrument Details

Instrument No. 10802096.10
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
-----------------------------	---------------

764087	Otago
764088	Otago
764089	Otago
764090	Otago
764091	Otago
764092	Otago
764093	Otago
764094	Otago
764095	Otago
764096	Otago
764097	Otago
764098	Otago
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764101	Otago
764102	Otago
764103	Otago
764104	Otago
764105	Otago
764106	Otago
764107	Otago
764108	Otago
764109	Otago
764110	Otago
764111	Otago
764112	Otago
764113	Otago

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Philippa Jean Roberts as Territorial Authority Representative on 08/05/2017 10:44 AM

*** End of Report ***

IN THE MATTER of Lots 101-124, 320-322, 501, 502,510, 600, 700 and 701 being a Subdivision of Lots 102, 103 and 104 D.P.411971

AND

IN THE MATTER of Resource Consent
RM RM081212 Queenstown Lakes
District Council

**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

QLD001366 5643124.1

BACKGROUND

- A. Queenstown Hill Developments Ltd, Remarkables Heights Ltd and PJ, LME & GH Hensman has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Computer Freehold Registers CFR 522261 & CFR449421 (Otago Registry).
- B. Queenstown Lakes District Council has granted subdivision consent (RM081212) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 101 D.P.505699 comprised in certificate of title 764087
 Lot 102 D.P.505699 comprised in certificate of title 764088
 Lot 103 D.P.505699 comprised in certificate of title 764089
 Lot 104 D.P.505699 comprised in certificate of title 764090
 Lot 105 D.P.505699 comprised in certificate of title 764091
 Lot 106 D.P.505699 comprised in certificate of title 764092
 Lot 107 D.P.505699 comprised in certificate of title 764093
 Lot 108 D.P.505699 comprised in certificate of title 764094
 Lot 109 D.P.505699 comprised in certificate of title 764095
 Lot 110 D.P.505699 comprised in certificate of title 764096
 Lot 111 D.P.505699 comprised in certificate of title 764097
 Lot 112 D.P.505699 comprised in certificate of title 764098
 Lot 113 D.P.505699 comprised in certificate of title 764099
 Lot 114 D.P.505699 comprised in certificate of title 764100
 Lot 115 D.P.505699 comprised in certificate of title 764101
 Lot 116 D.P.505699 comprised in certificate of title 764102
 Lot 117 D.P.505699 comprised in certificate of title 764103
 Lot 118 D.P.505699 comprised in certificate of title 764104
 Lot 119 D.P.505699 comprised in certificate of title 764105
 Lot 120 D.P.505699 comprised in certificate of title 764106
 Lot 121 D.P.505699 comprised in certificate of title 764107
 Lot 122 D.P.505699 comprised in certificate of title 764108
 Lot 123 D.P.505699 comprised in certificate of title 764109
 Lot 124 D.P.505699 comprised in certificate of title 764110
 Lot 320 D.P.505699 comprised in certificate of title 764111
 Lot 321 D.P.505699 comprised in certificate of title 764112
 Lot 322 D.P.505699 comprised in certificate of title 764113

Conditions


- 1 The condition contained below shall apply to Lots specified in Schedule 1:

The relevant Lot Owner must:

- a) Comply with the proposed Conditions for Future Development in respect of the relevant Lot as set out in Schedule 1.

DATED this 4 day of April 2017.

SIGNED for and on behalf of
QUEENSTOWN LAKES DISTRICT
COUNCIL under delegated authority
by its Manager, Resource
Management Engineering



David James Wallace

Schedule 1

Lot	Schedule 2A Conditions for Future Development
111, 113, 115, 119, 120, 121, 122, 123, 124, 320, 321	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed.
106, 107, 108, 109, 117, 118	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Buildings set back 5.0 m or more from the crest of the schist cut along the downslope boundary do not require any specific geotechnical input. For buildings located less than 5.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements.
110, 112, 114, 116	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient.

QLD001366 5643124.1

102, 103, 104, 105	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Buildings set back 5.0 m or more from the crest of the schist cut along the downslope boundary do not require any specific geotechnical input. For buildings located less than 5.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements. • Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient.
101	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.0 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Overland flow along the natural gully through the Lot to be considered during the detailed design phase of a future dwelling and control measures provided as required.
322	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed.

QLD001366 5643124.1

	<ul style="list-style-type: none"> • Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient • Buildings set back >3.0 m or more from the crest of the low schist rock cut located along the south-eastern boundary do not require any specific geotechnical input. For buildings located less than <3.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements.
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QLD001366 5643124.1



View Instrument Details

Instrument No. 10802096.11
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument

Land Information
Toitu te whenua
New Zealand



Affected Computer Registers Land District

764087	Otago
764088	Otago
764089	Otago
764090	Otago
764091	Otago
764092	Otago
764093	Otago
764094	Otago
764095	Otago
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764104	Otago
764105	Otago
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764107	Otago
764108	Otago
764109	Otago
764110	Otago
764111	Otago
764112	Otago
764113	Otago
764116	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Philippa Jean Roberts as Grantor Representative on 27/06/2017 12:06 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Philippa Jean Roberts as Grantee Representative on 27/06/2017 12:06 PM

***** End of Report *****

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED, REMARKABLE HEIGHTS LIMITED

Grantee

QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	All of Servient Tenement	Lot 101 DP 505699 (CFR 764087) Lot 102 DP 505699 (CFR 764088), Lot 103 DP 505699 (CFR 764089), Lot 104 DP 505699 (CFR 764090), Lot 105 DP 505699 (CFR 764091), Lot 106 DP 505699 (CFR 764092), Lot 107 DP 505699 (CFR 764093), Lot 108 DP 505699 (CFR 764094), Lot 109 DP 505699 (CFR 764095), Lot 110 DP 505699 (CFR 764096),	Lot 700 DP 505699 (CFR764116)

Schedule A continued

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	All of Servient Tenement	Lot 111 DP 505699 (CFR 764097) Lot 112 DP 505699 (CFR 764098) Lot 113 DP 505699 (CFR 764099) Lot 114 DP 505699 (CFR 7640100) Lot 115 DP 505699 (CFR 764101) Lot 116 DP 505699 (CFR 764102) Lot 17 DP 505699 (CFR 764103) Lot 118 DP 505699 (CFR 764104) Lot 119 DP 505699 (CFR 764105) Lot 120 DP 505699 (CFR 764106) Lot 121 DP 505699 (CFR 764107) Lot 122 DP 505699 (CFR 764108) Lot 123 DP 505699 (CFR 764109) Lot 124 DP 505699 (CFR 764110) Lot 320 DP 505699 (CFR 764111) Lot 321 DP 505699 (CFR 764112) Lot 322 DP 505699 (CFR 764113)	Lot 700 DP 505699 (CFR764116)

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

~~The implied rights and powers are hereby [varied] [negated] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

Annexure Schedule 1

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Grantee** means the owner of the Dominant Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.2 **Grantee's Land** means the land described as Lot 700 Deposited Plan 505699 contained in identifier 764116;
 - 1.1.3 **Grantor** means the owner of the Servient Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.4 **Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.
 - 1.1.5 **Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan;
 - 1.1.6 **Servient Land** means the land described and shown on the front page of this Instrument as the Servient Tenement.
 - 1.1.7 **Utilities** has the meaning given to it in clause 4.1.1; and
 - 1.1.8 All other defined terms have the same meaning given to them in the Fourth Schedule of the Regulations.

2. General Covenants

- 2.1 The Grantor covenants and agrees:
- 2.1.1 to observe and perform all Covenants at all times; and
 - 2.1.2 to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Servient Land under the control of, or at the direction or invitation of the Grantor, observes and performs all relevant and applicable covenants at all times; and
 - 2.1.3 that the Covenants shall run with and bind the Servient Land for the benefit of the Dominant Land.

3. No-Objection Covenants

- 3.1 The Grantor covenants in relation to the Grantee's Land that:
- 3.1.1 it will not, and will not encourage or support any other person to:
 - (a) object to or Lodge any Submission against any Planning Proposal;

- (b) obtain an order, injunction or any other remedy;
 - (c) make any complaint against any contractor or any consultant, which relates to the Grantee's Land.
- 3.1.2 if requested by the Grantee, the Grantor shall promptly give its unqualified and irrevocable:
- (a) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any Planning Proposal relating to the Grantee's Land; and/or
 - (b) submission in support of any Planning Proposal, relating to the Grantee's Land.
 - (c) the Grantor shall sign all documents and do all things required by the Grantee to meet the Grantor's obligation under this clause 3.

4. Enforcement

- 4.1 The Grantor and Grantee acknowledge and agree that:
- 4.1.1 This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Grantor, confer benefits on the Grantee and are enforceable at the suit of the Grantee as well as by the Grantee.
 - 4.1.2 The Grantee may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of any Grantee.
- 4.2 The Grantor acknowledges that the Grantee shall not be liable to the Grantor for any loss, damage, claim or expenses or a failure to enforce the Covenants set out in this Instrument.
- 4.3 In the event that the Grantor fails to observe and perform the Covenants set out in this Instrument, a Grantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Grantor, and the cost incurred by the Grantee in remedying the default shall be refunded by the Grantor to that Grantee upon demand.
- 4.4 All notices relating to this Instrument are to be served in writing.

5. Liability

- 5.1 Without prejudice to the Grantor's and Grantee's other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Land all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Land and only in respect of that part of the Servient Land owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Land (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of its interest in the Servient Land).

6. 12. Costs

- 6.1 The Grantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 6.2 The Grantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

7. Implied Terms

- 7.1 No covenants by the Grantor or by the Grantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.



View Instrument Details

Instrument No. 10802096.12
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument

Land Information
Toitu te whenua
New Zealand



Affected Computer Registers Land District

764088	Otago
764089	Otago
764090	Otago
764091	Otago
764092	Otago
764093	Otago
764096	Otago
764097	Otago
764099	Otago
764101	Otago
764112	Otago
764113	Otago
764116	Otago

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Philippa Jean Roberts as Grantor Representative on 08/05/2017 10:45 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Philippa Jean Roberts as Grantee Representative on 08/05/2017 10:45 AM

***** End of Report *****

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED

Grantee

QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	A	Lot 115 DP 505699 (CRF 764101)	Lots 102, 103, 104, 105, 106, 107, 110, 111 and 113 DP 505699 (CRFs 764088, 764089, 764090, 764091, 764092, 764093, 764096, 764097, 764099)
	B	Lot 113 DP 505699 (CRF 764099)	Lots 102, 103, 104, 105, 106, 107, 110, 111 and 115 DP 505699 (CRFs 764088, 764089, 764090, 764091, 764092, 764093, 764096, 764097, 764101)

Right of Way	C	Lot 111 DP 505699 (CRF 764097)	Lots 102, 103, 104, 105, 106, 107, 110, 113 and 115 DP 505699 (CRFs 764088, 764089, 764090, 764091, 764092, 764093, 764096, 764099, 764101)
	D	Lot 322 DP 505699 (CRF 764113)	Lots 321 and 700 DP 505699 (CRFs 764112, 764116)
	E	Lot 321 DP 505699 (CRF 764112)	Lots 322 and 700 DP 505699 (CRFs 764113, 764116)
	F	Lot 700 DP 505699 (CRF 764116)	Lots 321 and 322 DP505699 (CRFs 764112, 764113)
	All shown on DP 505699		

Form B - continued

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

~~The implied rights and powers are hereby [varied] [negated] [added to] or [substituted] by:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule _____]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~



View Instrument Details

Instrument No. 10802096.13
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument

Land Information
Toitu te whenua
New Zealand



Affected Computer Registers Land District

764087	Otago
764088	Otago
764092	Otago
764097	Otago
764099	Otago
764100	Otago
764101	Otago
764105	Otago
764108	Otago
764109	Otago
764110	Otago
764112	Otago
764113	Otago
764115	Otago
764116	Otago

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Graeme Morris Todd as Grantor Representative for Remarkables Heights Limited, Queenstown Hill Developments Limited on 07/07/2017 01:28 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Anna Charlotte Walker as Grantor Representative for Queenstown Lakes District Council on 07/07/2017 02:38 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 Anna Charlotte Walker as Grantee Representative on 07/07/2017 02:38 PM

***** End of Report *****

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Queenstown Lakes District Council in relation to 764115 and Remarkables Heights Limited and Queenstown Hill Developments Limited as to balance

Grantee

Queenstown Lakes District Council

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey water and to drain sewage and water	A, J, and K on DP 505699	Lot 115 DP 505699 (CT 764101)	In gross
	B on DP 505699	Lot 113 DP 505699 (CT 764099)	
	C on DP 505699	Lot 111 DP 505699 (CT 764097)	
	G on DP 505699	Lot 124 DP 505699 (CT 764110)	
	D on DP 505699	Lot 322 DP 505699 (CT 764113)	
	E on DP 505699	Lot 321 DP 505699 (CT 764112)	
	F on DP 505699	Lot 700 DP 505699 (CT 764116)	
Right to drain sewage and water	I on DP 505699	Lot 101 DP 505699 (CT 764087)	
	H on DP 505699	Lot 102 DP 505699 (CT 764088)	

QLD001366 5889838.1

	L on DP 505699	Lot 113 DP 505699 (CT 764099)	
	R on DP 505699	Lot 114 DP 505699 (CT 764100)	
	M on DP 505699	Lot 111 DP 505699 (CT 764097)	
	Q on DP 505699	Lot 106 DP 505699 (CT 764092)	
	N on DP 505699	Lot 119 DP 505699 (CT 764105)	
	O on DP 505699	Lot 122 DP 505699 (CT 764108)	
	P on DP 505699	Lot 123 DP 505699 (CT 764109)	
Right to convey water	S and T on DP 505699	Lot 600 DP 505699 (CT 764115)	

QLD001366 5889838.1

Form B - continued**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 ~~and/or Schedule Five of the Property Law Act 2007~~

The implied rights and powers are hereby ~~{varied} {negated} {added to} or {substituted}~~ by:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{the provisions set out in Annexure Schedule 1 }~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{Annexure Schedule _____}~~

Annexure Schedule 1

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Regulations** means the Land Transfer Regulations 2002;
 - 1.1.2 **Utilities** has the meaning given to it in clause 4.1.1; and
 - 1.1.3 All other defined terms have the same meaning given to them in the Fourth Schedule of the Regulations.

2. General Rights and Obligations

- 2.1 The rights and powers set out in the Fourth Schedule to the Regulations are implied except as those rights and powers are extended or substituted in this schedule.
- 2.2 Where there is a conflict between the provisions of the Regulations and the modifications in this easement instrument, the modifications must prevail.
- 2.3 In respect of any easement no power is implied for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause. It is the intention of the parties that each easement will subsist for all time unless it is surrendered.
- 2.4 Nothing contained or implied in this easement instrument shall be construed so as:
- 2.4.1 To compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will; or
 - 2.4.2 To abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by law.
- 2.5 The right to drain sewage, right to drain water, and right to convey water is a right granted to the Grantee (to the exclusion of the Grantor and any other party unless the Grantee, at its sole discretion, has provided the Grantor with its prior written consent).
- 2.6 The Grantor shall pay the Grantee's reasonable costs of the preparation, registration, variation and any surrender of this easement instrument.

3. Grantee's Rights

- 3.1 For the purposes of performing any duty or in the exercise of any rights implied in this easement instrument the Grantee may:
- 3.1.1 access the Easement Facility by the most practicable route across any part of the Stipulated Area or the Grantor's adjoining land;
 - 3.1.2 enter and remain upon such parts of the Stipulated Area and the Servient Land as may be necessary to exercise and enjoy all or any of the rights granted in this easement instrument;

QLD001366 5889838.1

- 3.1.3 inspect, maintain, cleanse, repair, extend, remove, enlarge, or replace the Easement Facility; and
- 3.1.4 generally do and perform such acts and things in or upon the Stipulated Area and the Servient Land as may be necessary or proper for or in relation to any of the purposes of this easement instrument.

4. Grantor's Obligations

- 4.1 The Grantor will not:
 - 4.1.1 permit any pipe, conduit wire structure, pole or other structure for the provision of services to the land (**Utilities**) to be located within the Stipulated Area unless the siting and installation of such Utilities is approved to in writing by the Grantee (such approval not to be unreasonably withheld). The Grantee acknowledges that it has already approved the installation of Utilities by Aurora Energy Limited and Chorus New Zealand Limited on DP 505699;
 - 4.1.2 build over or erect any other improvements upon the Stipulated Area provided that;
 - (a) sealing and landscaping shall be permitted; and
 - (b) vegetation may be maintained within the Stipulated Area provided that doing so does not result in any vegetation roots interfering with the Easement Facility.
 - 4.1.3 fence the Stipulated Area; and
 - 4.1.4 do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility. If the Grantor is in breach of this obligation the Grantor shall promptly at the Grantor's expense properly and substantially repair and make good all such injury or damage and restore such free flow and passage. If the Grantor fails to promptly comply with this obligation then the Grantee may perform the obligation and recover any costs incurred from the Grantor.

QLD001366 5889838.1



View Instrument Details

Instrument No. 10802096.14
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument

Toitu te
Land *whenua*
Information
New Zealand



Affected Computer Registers Land District

764097	Otago
764099	Otago
764101	Otago
764112	Otago
764113	Otago
764115	Otago
764116	Otago

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Philippa Jean Roberts as Grantor Representative for Queenstown Hill Developments Limited, Remarkable Heights Limited on 14/07/2017 09:19 AM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Anna Charlotte Walker as Grantor Representative for Queenstown Lakes District Council on 14/07/2017 09:35 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 ☒

Grantee Certifications

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 Bridget Irving as Grantee Representative on 14/07/2017 09:25 AM

***** End of Report *****

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED and REMARKABLE HEIGHTS LIMITED and QUEENSTOWN LAKES DISTRICT COUNCIL

Grantee

AURORA ENERGY LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Electricity	"A" and "J"	Lot 115 DP 505699 held in CFR 764101	in gross
	"B"	Lot 113 DP 505699 held in CFR 764099	in gross
	"C"	Lot 111 DP 505699 held in CFR 764097	in gross
	"D"	Lot 322 DP 505699 held in CFR 764113	in gross
	"E"	Lot 321 DP 505699 held in CFR 764112	in gross
	"F"	Lot 700 DP 505699 held in CFR 764116	in gross
	"S", "T" and "U"	Lot 600 DP 505699 held in CFR 764115	in gross
	all shown on DP 505699		

BI-203625-3036-10-V1

Form B - continued**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

All rights and powers and the implied rights and powers are hereby ~~[varied]~~ ~~[negated]~~ ~~[added to]~~ and or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule ____]~~

Annexure Schedule 2**CONTINUATION OF "EASEMENTS OR PROFITS À PRENDRE RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)"**

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:-

- (a) To convey electricity under and through the soil of those parts of the land in Certificates of Title 764097, 764099, 764101, 764112, 764113, 764115 and 764116 marked "A", "B", "C", "D", "E", "F", "J", "S", "T" and "U" on Deposited Plan 505699 (hereinafter referred to as "the electricity cable easements");

(the said Certificates of Title 764097, 764099, 764101, 764112, 764113, 764115 and 764116 are hereinafter referred to as "the servient lands").

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY**A. ELECTRICITY CABLE EASEMENTS****The Grantee shall have the right**

- (a) To lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes and ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easements.
- (b) To lay, place, inspect, repair, maintain, renew, upgrade and replace on and under the electricity cable easements such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said conduits, cables, pipes and ancillary equipment.
- (c) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the servient lands as may be necessary to secure access to the electricity cable easements and the said conduits, cables, pipes and ancillary equipment and on such parts of the servient lands as may be necessary for the purpose of laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said conduits, cables, pipes and ancillary equipment together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the servient lands as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

1. The Grantor covenants with the Grantee

- (a) Not to place any building or other structure or plant any tree or shrub or alter the natural level of the land on the electricity cable easements without the prior written consent of the Grantee.
- (b) Notwithstanding the above the Grantor of Lot 600 DP 505699 may:

BI-203625-3036-10-V1

- (i) Seal and landscape the land within areas identified as "S", "T" and "U" DP 505699 provided that roots from the vegetation does not interfere with the electricity cable.
- (c) To take all reasonable steps to ensure that their tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said conduits, cables, pipes and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or their tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (d) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.

2. The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall

- (a) Cause as little damage as possible to the servient lands and the occupiers of the servient land;
- (b) Restore the servient lands as near as reasonably possible to its previous condition.
- (c) In relation to vegetation within areas "S", "T" and "U" within Lot 600 DP 505699 the Grantee shall only be required to reinstate the land with grass. The Grantee shall, except in the case of emergency works, consult with the Grantor prior to the removal of any vegetation within area "S", "T" and "U" DP 505699 give the Grantor an opportunity to remove and replant the vegetation elsewhere.
- (d) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
- (e) Not except while work is being carried on upon the servient lands leave on that part of the servient land not covered by the electricity easements any rubbish or debris or obstruction.



View Instrument Details

Instrument No. 10802096.15
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument

Land Information
Toitu te whenua
New Zealand



Affected Computer Registers Land District

764097	Otago
764099	Otago
764101	Otago
764110	Otago
764112	Otago
764113	Otago
764115	Otago
764116	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Graeme Morris Todd as Grantor Representative for Queenstown Hill Developments Limited, Remarkable Heights Limited on 07/07/2017 01:30 PM

Grantor Certifications

I certify that I have the authority to act for the Grantor 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 Anna Charlotte Walker as Grantor Representative for Queenstown Lakes District Council on 07/07/2017 02:39 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee 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 ☒

Grantee Certifications

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 Graeme Morris Todd as Grantee Representative on 07/07/2017 01:37 PM

***** End of Report *****

Easement instrument to grant easement or *profit à prendre*, or create land covenant

Sections 90A and 90F, Land Transfer Act 1952

Grantor				<i>Surname(s) must be <u>underlined</u>.</i>
QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED and QUEENSTOWN LAKES DISTRICT COUNCIL				
Grantee				<i>Surname(s) must be <u>underlined</u>.</i>
CHORUS NEW ZEALAND LIMITED				
Grant of easement or <i>profit à prendre</i> or creation of covenant				
The Grantor , being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).				
Schedule A		<i>Continue in additional Annexure Schedule if required.</i>		
Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)	
Right to convey telecommunications and computer media	A, J	Lot 115 DP 505699 (CFR 764101)	Chorus New Zealand Limited (in gross)	
	B	Lot 113 DP 505699 (CFR 764099)		
	C	Lot 111 DP 505699 (CFR 764097)		
	D	Lot 322 DP 505699 (CFR 764113)		
	E	Lot 321 DP 505699 (CFR 764112)		
	F	Lot 700 DP 505699 (CFR 764116)		
	G	Lot 124 DP 505699 (CFR 764110)		
	S, T all on DP 505699	Lot 600 DP 505699 (CFR 764115)		

2091066.8

Annexure Schedule

Insert type of instrument

Easement

Dated 07.07.2017

Page 2 of 6 Pages

Continue in additional Annexure Schedule, if required.

**Easements or profits à prendre
rights and powers (including terms,
covenants, and conditions)**

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952:

The provisions set out in the Annexure Schedule.

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

Covenant provisions

Continue in additional Annexure Schedule if required.

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

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952:

~~Annexure Schedule 2.~~

Annexure Schedule

Insert type of instrument

Easement

Dated 07.07.2017

Page 3 of 6 Pages

Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

- 1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 4 to the Land Transfer Regulations 2002 ("the Fourth Schedule") and where the terms of this easement are in conflict with either the Fourth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Servient Tenement, the terms of this easement shall prevail.

2 Grant of Easement

- 2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works under the Easement Land;
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Servient Tenement for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any accessways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Servient Tenement as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications and computer media without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way.

3 Grantee's Covenants

- 3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Servient Tenement.

- 3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Servient Tenement and to any building or building improvement (including, without limitation, any interior fitout) located on the Servient Tenement.

- 3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Servient Tenement (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

Annexure Schedule

Insert type of instrument

Easement

Dated 07.07.2017

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Continue in additional Annexure Schedule, if required.

easement as reasonably close as possible to the original condition of the Servient Tenement prior to such damage and to the reasonable satisfaction of the Grantor.

3.4 The Grantee will, in exercising the rights granted to the Grantee under this easement in relation to areas "S" and "T" within Lot 600 DP 505699 shall:

- (a) If the Grantee needs to excavate those areas to repair, maintain, or upgrade its network then best endeavours will be made by the Grantee to reinstate the ground surface to the previous condition but the Grantee does not guarantee to match like for like when replacing any ground cover.
- (b) Not be liable for damage to any vegetation that needs to be removed within those easement areas.
- (c) Use reasonable endeavours to notify the Grantor in respect of any planned maintenance work within Lot 600 DP 505699 and will use reasonable endeavours to work with the Grantor to ensure any reinstatement works are undertaken in an efficient manner.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Servient Tenement (including, for the avoidance of doubt, any areas of Common Property on the Servient Tenement) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Servient Tenement (except in the case of an Emergency, when notice will not be required). Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Servient Tenement and the Easement Land.

5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land provided that:
 - i. sealing and landscaping shall be permitted; and
 - ii. vegetation may be maintained within the Easement Land provided that doing so does not result in any vegetation roots interfering with the Line, and Works; or

Annexure Schedule

Insert type of instrument

Easement	Dated	07.07.2017	Page	5	of	6	Pages
----------	-------	------------	------	---	----	---	-------

Continue in additional Annexure Schedule, if required.

- (b) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (c) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

6 Removal

- 6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Servient Tenement.
- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Servient Tenement, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

9 Definitions and interpretation

- 9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Servient Tenement identified in Schedule A in this easement as Easement Land and those other parts of the Servient Tenement (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.

Annexure Schedule**Insert type of instrument**

Easement

Dated

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Continue in additional Annexure Schedule, if required.

- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001;

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

OTAGO



EI 7493651.16 Easeme

Cpy - 01/01, Pgs - 042, 07/08/07, 07:15



DocID: 212035594

Grantor

Surname(s) must be underlined or in CAPITALS.

WOODLOT PROPERTIES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

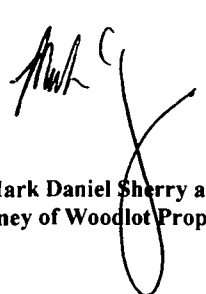
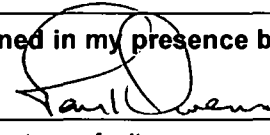
WOODLOT PROPERTIES LIMITED as grantee for 231914, 231915 and 231916; (Continued on page 2 annexure schedule)

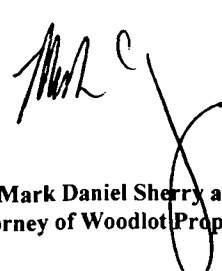
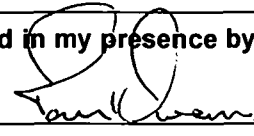
Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 28th day of February 2007

Attestation

 By Mark Daniel Sherry as duly appointed attorney of Woodlot Properties Limited	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Paul Matthew Owens Occupation Solicitor Christchurch Address
Signature [common seal] of Grantor	

 By Mark Daniel Sherry as duly appointed attorney of Woodlot Properties Limited	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Paul Matthew Owens Occupation Solicitor Christchurch Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.


 [Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See annexure Schedule			

**Easements or profits à prendre
rights and powers (including
terms, covenants, and conditions)**

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

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are **[varied]** ~~[negative]~~ **[added to]** or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

Continuation of Grantee

Arnold Andrew MIDDLETON and Isabelle Gladys MIDDLETON as grantee for CT 302158;

QUEENSTOWN HILL DEVELOPMENTS LIMITED and REMARKABLE HEIGHTS LIMITED as grantee for CT 302159

Ralph Douglas STEAKLEY as grantee for OT15D/748;

Barbara SIMONS and James Charles SIMONS as grantee for OT15D/749;

Ian Thomas KIRKER and Stephen John BRADSHAW as grantee for OT15D/750;

Paul BRUNETTA and Shereen BRUNETTA as grantee for OT15D/751;

Peter Clarence MARTINI, Glenda Dawn MARTINI and CORPORATE OUTDOOR TRAINING PTY LIMITED as grantee for OT15D/752;

Neven William SHANNON, Alice SHANNON and QUEENSTOWN LAWYER TRUSTEE LIMITED as grantee for OT15D/753;

Campbell Roy BLACK as grantee for OT15D/754;

Jamee Jung GU and Soon Ok GU as grantee for OT15D/755.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (Plan Reference)	Servient Tenement (Identifier/CT)	Dominant Tenement (Identifier/CT or in gross)
Right of Way	A (DP 356913)	Lot 101 DP 356913 (CT 231914, 231915, 231916)	Lot 1 DP 356913 (CT 231914), Lot 2 DP 356913 (CT 231915), Lot 102 DP 356913 (CT 231914, 231915, 231916) and Lot 400 DP 356913 (CT 231916); Unit 120A DP22362 (OT15D/751)
	S, B, M (DP 356913)	Lot 102 DP 356913 (CT 231914, 231915, 231916)	Lot 1 DP 356913 (CT 231914), Lot 2 DP 356913 (CT 231915), Lot 400 DP 356913 (CT 231916), Unit 120A DP22362 (OT15D/751)
Right to Drain Stormwater & Sewage	A (DP 356913)	Lot 101 DP 356913 (CT 231914, 231915, 231916)	Lot 1 DP 356913 (CT 231914), Lot 2 DP 356913 (CT 231915), Lot 102 DP 356913 (CT 231914, 231915, 231916) and Lot 400 DP 356913 (CT 231916); Lot 1 DP 375014 (CT 302158) and Lot 2 DP 375014 (CT 302159)
	S, B, M (DP 356913)	Lot 102 DP 356913 (CT 231914, 231915, 231916)	Lot 2 DP 356913 (CT 231915), Lot 400 DP 356913 (CT 231916) Lot 1 DP 375014 (CT 302158) and Lot 2 DP 375014 (CT 302159)
	H (DP 356913)	Lot 1 DP 356913 (CT 231914)	Lot 2 DP 356913 (CT 231915), Lot 102 DP 356913 (CT 231914, 231915, 231916) Lot 400 DP 356913 (CT 231916), Lot 1 DP 375014 (CT 302158) and Lot 2 DP 375014 (CT 302159)
	O, I, Q (DP 356913)	Lot 2 DP 356913 (CT 231915)	Lot 400 DP 356913 (CT 231916)
	N (DP 356913)	Lot 2 DP 356913 (CT 231915)	Lot 400 DP 356913 (CT 231916) Lot 1 DP 375014 (CT 302158) and Lot 2 DP 375014 (CT 302159)
	L (DP 356913)	Lot 2 DP 356913 (CT 231915)	Lot 400 DP 356913 (CT 231916)
Right to convey water, power and telephone	A (DP 356913)	Lot 101 DP 356913 (CT 231914, 231915, 231916)	Lot 1 DP 356913 (CT 231914); Lot 2 DP 356913 (CT 231915); Lot 102 DP 356913 (CT 231914, 231915, 231916); Lot 400 DP 356913 (CT 231916); Unit 117A DP 22362 (OT15D/748); Unit

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

	S, B, M (DP 356913)	Lot 102 DP 356913 (CT 231914, 231915, 231916)	118A DP 22362 (OT15D/749); Unit 119A DP 22362 (OT15D/750); Unit 120A DP22362 (OT15D/751); Unit 121A DP22362 (OT15D/752); Unit 122A DP 22362 (OT15D/753); Unit 123A DP22362 (OT15D/754); Unit 124A DP22362 (OT15D/755) Lot 1 DP 356913 (CT 231914); Lot 2 DP 356913 (CT 231915); Lot 400 DP 356913 (CT 231916); Unit 117A DP 22362 (OT15D/748); Unit 118A DP 22362 (OT15D/749); Unit 119A DP 22362 (OT15D/750); Unit 120A DP22362 (OT15D/751); Unit 121A DP22362 (OT15D/752); Unit 122A DP 22362 (OT15D/753); Unit 123A DP22362 (OT15D/754); Unit 124A DP22362 (OT15D/755)
Right to pump water	S (DP 356913)	Lot 102 DP 356913 (CT 231914, 231915, 231916)	Lot 1 DP 356913 (CT 231914); Lot 2 DP 356913 (CT 231915); Lot 400 DP 356913 (CT 231916); Unit 117A DP 22362 (OT15D/748); Unit 118A DP 22362 (OT15D/749); Unit 119A DP 22362 (OT15D/750); Unit 120A DP22362 (OT15D/751); Unit 121A DP22362 (OT15D/752); Unit 122A DP 22362 (OT15D/753); Unit 123A DP22362 (OT15D/754); Unit 124A DP22362 (OT15D/755)

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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

Terms, conditions or Restrictions in respect of the above easements

1. The cost of formation, installation, maintenance and repair of the Easement Facilities, other than the Right of Way, shall be borne by the registered proprietors of the dominant and servient tenements in the proportion of their respective use of the same but so that no proprietor shall be called upon to bear the cost of any such erection, formation, installation, maintenance or repair of any part thereof which is not used by him or her.
2. The cost of formation, installation, maintenance and repair of the Right of Way shall be borne by the registered proprietors of the dominant and servient tenements entitled to use the same in proportion of their respective use of the same but so that no proprietor shall be called upon to bear the cost of any such erection, formation, installation, maintenance or repair of any part thereof which is not used by him or her. For the purpose of this clause, where either a dominant or servient tenement has been further subdivided into unit titles, then in such case each individual principal unit shall be deemed to be a separate tenement using the right of way for the purposes of calculating contributions payable pursuant to this clause.
3. Any maintenance, repair or replacement of the Easement Facilities on the servient or dominant land that is necessary because of any act or omission by the owner of the servient land or the owner of the dominant land (which includes agents, employees, contractors, sub-contractors and invitees of that owner), must be carried out promptly by that owner and at that owners sole cost. Where the act or omission is the partial cause of maintenance, repair or replacement the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule). For the purpose of this clause, where either a dominant or servient tenement has been further subdivided into unit titles, then in such case each individual principal unit shall be deemed to be a separate tenement using the Easement Facilities for the purposes of calculating contributions payable pursuant to this clause.
4. Where there is a conflict between the provisions of the Fourth Schedule of the Land Transfer Regulations 2002 (called "the Fourth Schedule") and the Ninth Schedule to the Property Law Act 1952 (called "the Ninth Schedule") the provisions of the Ninth Schedule must prevail.
5. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications of this easement instrument, these modifications prevail.
6. "Easement Facilities" shall have the same definition as "Easement Facility" in clause 1 of the Fourth Schedule.
7. The Easement Facilities created by this document shall determine in relation to the dominant land listed below should the unit plan for the same dominant land at any stage be determined or surrendered:

Unit 117A DP 22362A (OT15D/748);
 Unit 118A DP 22362A (OT15D/749);
 Unit 119A DP 22362A (OT15D/750);
 Unit 120A DP 22362A (OT15D/751);
 Unit 121A DP 22362A (OT15D/752);

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Annexure Schedule

Insert type of instrument

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Unit 122A DP 22362A (OT15D/753);

Unit 123A DP 22362A (OT15D/754);

Unit 124A DP 22362A (OT15D/755).

Where applicable and if practical in such circumstances the Grantors shall execute a replacement easement instrument in favour of the underlying land of which the above dominant land forms part.

8. The Grantee shall have the right to pump water from the area marked "S" on DP 356913. The Grantor and the Grantee agree as follows:

- (a) The obligations as to and the costs of repairs and maintenance (including, where necessary, replacement) of the pumping equipment "the pump," and any shed or other structure used to house the pump "the shed", shall be in accordance with clause 11 of the Fourth Schedule. Any maintenance, repair or replacement that is necessary because of any act or omission by the owner of the servient land or the owner of the dominant land (which includes agents, employees, contractors, sub-contractors and invitees of that owner), must be carried out promptly by that owner and at that owners sole cost. Where the act or omission is the partial cause of maintenance, repair or replacement the costs payable by that owner responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule). For the purpose of this clause, where either a dominant or servient tenement has been further subdivided into unit titles, then in such case each individual principal unit shall be deemed to be a separate tenement using the Easement Facilities for the purposes of calculating contributions payable pursuant to this clause.
- (b) The Grantee along with any tenants, agents or licensees of the Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to enter onto the servient land marked "S" for the purpose of maintaining, repairing, replacing or renewing the pump and/or the shed and all pipes, conduits and other associated apparatus.
- (c) The Grantor and Grantee shall be responsible for the cost of electricity required to run the pump. The proportion that the Grantor and Grantee shall contribute toward the cost of electricity will be determined in accordance with their respective use of the pump. Should a device not have been fitted to record the water usage by the Grantor and Grantee as contemplated in (f) below, the parties will contribute equally toward the cost of the electricity. The party who receives the invoice from the electricity provider will notify the other users of the total cost. The other users will immediately pay their portion of the electricity cost. For the purpose of this clause, where either a dominant or servient tenement has been further subdivided into unit titles, then in such case each individual principal unit shall be deemed to be a separate tenement using the Easement Facilities for the purposes of calculating contributions payable pursuant to this clause.
- (d) Any pipe or other apparatus which is installed on the land of the Grantee or which is exclusively used by it for the enjoyment of its right to pump water will be repaired promptly from time to time as required so as to minimise water loss.
- (e) Any water restrictions imposed by any local or other government authority having jurisdiction will be observed by the Grantee and where there is a restriction that limits the total use of water

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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taken from the pump then the Grantee will accept a reduced usage pro rata with the Grantor based on their respective allowed rates of usage.

- (f) If the Grantor or the Grantee shall be of the reasonable opinion that the installation of a water flow meter or similar device to measure the usage of water by the Grantor and Grantee is necessary for the purpose of:

- i. Establishing the proportionate cost of repairs, replacement or maintenance;
- ii. Establishing the proportionate cost of electricity under clause (c) above;
- iii. Determining the reduction of use that is necessary to comply with a restriction imposed as referred to in clause (e) above;
- iv. In the event that a charge is validly imposed by any controlling authority on the use of water from the pump, determining the amount that becomes payable by the Grantor and Grantee;

Then such a meter will be installed with the cost of installation shared by the parties on a pro rata basis.

- 9 If a dispute in relation to an easement arises between parties who have a registered interest under this easement instrument,—

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) The parties must promptly meet and in good faith try 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; and
- (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 appointed by the Mayor of the Queenstown Lakes District Council.

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REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 28th February 2007

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(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Arnold Andrew MIDDLETON and Isabelle Gladys MIDDLETON

Signature of Witness

J. G. Middleton

A. A. Middleton

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name Karen Mulholland

Occupation SECRETARY

Signature(s) of, or on behalf of Grantee

Address 9 LUNA PLACE
LAKE HAYES ESTATE
QUEENSTOWN

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 28th February 2007

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(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
QUEENSTOWN HILL DEVELOPMENTS LIMITED
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

J. G. Middleton

Witness name KAREN MULHOLLAND

Occupation SECRETARY

A. G. Middleton

Signature(s) of, or on behalf of Grantee

Address 9 LUNA PLACE
LAKE HAYES ESTATE
QUEENSTOWN

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 28th February 2007

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(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

REMARKABLE HEIGHTS LIMITED

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name NEIL THOMAS McDONALD

Occupation LAND SURVEYOR

Address 300 LOWER SHOTOVER ROAD
QUEENSTOWN

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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Dated 28th February 2007

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(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
Ralph Douglas STEAKLEY
Signature of Witness

EADeans

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name **Evelyn Antonia Deans**
Occupation **Solicitor**
Address **Queenstown**

Signature(s) of, or on behalf of Grantee

by his attorney
Kerry Amanda O'Donnell
or 28/02/07

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

12

of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Mark C. MDSHERN
as duly appointed
attorney of Barbara Simons

Signed in my presence by the Grantee

Barbara SIMONS and James Charles SIMONS

Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Paul Matthew Owens

Occupation

Solicitor

Address

Christchurch

Mark C. MDSHERN
duly appointed attorney
of James Charles Simons

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Ian Thomas KIRKER

~~Signature of Witness~~

[Handwritten signature]

~~Witness to complete in BLOCK letters~~

~~(unless typewritten or legibly stamped)~~

In the presence of:

Witness name

STEPHEN JOHN BRADSHAW
SOLICITOR
WINTON

Occupation

Address

~~Signature(s) of, or on behalf of Grantee~~

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten initials]

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

14

of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Stephen John BRADSHAW

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Alison Kathleen Ridley
Law Clerk
Winton

Address

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

1/7.K.

2007

2007

AKR

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February

Page

15

of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

*Mark P. MD SHERREY
as duly appointed attorney
of Paul Brunetta.*

Signed in my presence by the Grantee
Paul BRUNETTA and Shereen BRUNETTA
Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Paul Matthew Owens

Occupation

Solicitor
Christchurch

Address

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

M D Sherry
M D Sherry as
duly appointed attorney
of Peter Clarence Martini

Signed in my presence by the Grantee

Peter Clarence MARTINI and Glenda Dawn MARTINI

Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Paul Matthew Owens

Occupation

Solicitor

Address

Christchurch

M D Sherry
M D Sherry as duly
appointed attorney of
Glenda Dawn Martini

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

M D Sherry
as duly
appointed attorney
of Corporate Outdoor
Training Pty Limited.

Signed in my presence by the Grantee
CORPORATE OUTDOOR TRAINING PTY LIMITED
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Paul Matthew Owens

Solicitor

Address

Christchurch

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
Neven William SHANNON and Alice SHANNON
Signature of Witness

Witness to complete in BLOCK letters
(unless typed/written or legibly stamped)

Witness name

Wayne John McKeague

Occupation

Solicitor

Address

Queenstown

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
QUEENSTOWN LAWYER TRUSTEE LIMITED
Signature of Witness

Tanya Rovin

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name TANYA ROVIN

Occupation PA

Address 22 THE MALL
QUEENSTOWN

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

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of

21

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Campbell Roy BLACK

Signature of Witness

Donna Parrish

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Donna Parrish

Occupation

Registered Legal Executive

Evans Bailey

Address

Lawyers

Hamilton

S R Black

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

S R Black
Donna Parrish

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

28th February 2007

Page

21

of

21

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Executed by Bryan Russell Henderson
as duly appointed attorney for
Jamee Jung Gu

Executed by Kerry Amanda O'Donnell
as duly appointed attorney for
Soon Ok Gu

Signature(s) of, or on behalf of Grantee

Signed in my presence by the Grantee
Jamee Jung Gu and Soon Ok Gu
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name Rose Marie

Occupation Solicitor

Address Newtown

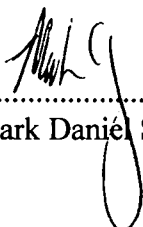
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor, **HEREBY CERTIFY**:

- 1 That by deed dated 16 September 2003, **WOODLOT PROPERTIES LIMITED** appointed me its Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as No. 5740921.2.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of the said **WOODLOT PROPERTIES LIMITED** or otherwise.

SIGNED at Christchurch this 28th day of February 2007


.....
Mark Daniel Sherry

Certificate of Non-Revocation of Power of Attorney

I,

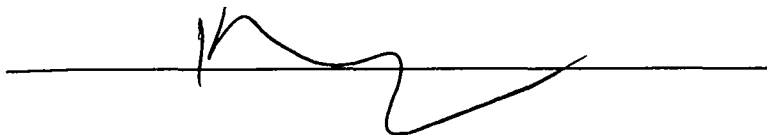
KERRY AMANDA O'DONNELL

of Queenstown in New Zealand Solicitor

hereby certify:

1. That by deed dated 15 March 2006, Ralph Douglas Steakley of The United States of America, Photographer appointed me his attorney on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Ralph Douglas Steakley or otherwise.

Signed at Queenstown this 28th day of February 2007



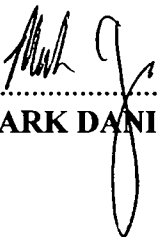
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 1 March 2007 **JAMES CHARLES SIMONS** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number

- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **JAMES CHARLES SIMONS** or otherwise.

SIGNED this 21st day of July 2007


.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 1 March 2007 **BARBARA SIMONS** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number

- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **BARBARA SIMONS** or otherwise.

SIGNED this 24th day of July 2007



.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 7 May 2007 **PAUL BRUNETTA** appointed me his Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **PAUL BRUNETTA** or otherwise.

SIGNED this 24th day of July 2007


.....
MARK DANIEL SHERRY

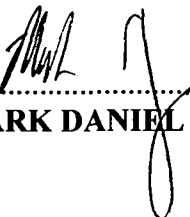
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 7 May 2007 **SHEREEN BRUNETTA** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number

- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **SHEREEN BRUNETTA** or otherwise.

SIGNED this 24th day of July 2007



.....
MARK DANIEL SHERRY

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007 **PETER CLARENCE MARTINI** appointed me his Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number .
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **PETER CLARENCE MARTINI** or otherwise.

SIGNED this 24th day of July 2007


.....
MARK DANIEL SHERRY

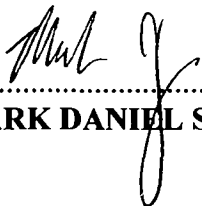
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007 **GLEND A DAWN MARTINI** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number

- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **GLEND A DAWN MARTINI** or otherwise.

SIGNED this 24th day of July 2007



.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007, **CORPORATE OUTDOOR TRAINING PTY LIMITED** appointed me its Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number .
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of the said **CORPORATE OUTDOOR TRAINING PTY LIMITED** or otherwise.

SIGNED this 24th day of July 2007


.....
MARK DANIEL SHERRY

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I **GRAEME JOHN BLACK** certify as follows:

1. **THAT** by Power of Attorney dated 21st August 2001 **CAMPBELL ROY BLACK** appointed me his Attorney on the terms set out in the Power of Attorney.
2. **THAT** at the date below I have not received any notice or information of the revocation of my appointment by the death of **CAMPBELL ROY BLACK** or otherwise.
3. **THAT** the Power of Attorney is in force at the date below.
4. **THAT** I am authorized by the Power of Attorney to execute the annexed Easement Instrument.
5. **THAT** a duplicate copy of the Power of Attorney was pursuant to Section 151 of the Land Transfer Act 1952 deposited with Land Information New Zealand at Hamilton under No. 7027620 on 12th September 2006.
6. **THAT** the annexed Easement Instrument complies with all conditions set out in the Power of Attorney.

DATED

1st June.

2007

Graeme John Black

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

1 Certificate of Non-Revocation of Power of Attorney

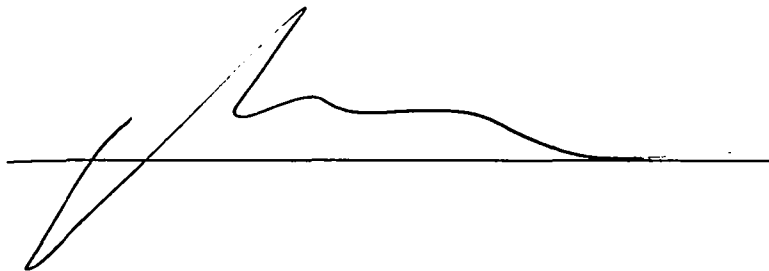
I, BRYAN RUSSELL HENDERSON

of Queenstown in New Zealand Solicitor

hereby certify:

1. That by deed dated 13 June 2006, Jamee Jung Gu of The United States of America, Photographer appointed me their attorney on the terms and subject to the conditions set out in the said deed, which was deposited at the Land Transfer Office at Otago as No. 521832.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Jamee Jung Gu or otherwise.

Signed at Queenstown this 12th day of June 2007

A handwritten signature in black ink, appearing to read 'Bryan Russell Henderson', is written over a horizontal line.

Certificate of Non-Revocation of Power of Attorney

I,

KERRY AMANDA O'DONNELL

of Queenstown in New Zealand Solicitor

hereby certify:

1. That by deed dated 24 July 2006, Soon Ok Gu of The United States of America, Photographer appointed me their attorney on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Soon Ok Gu or otherwise.

Signed at Queenstown this 12th day of June 2007



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND**Mortgagee under Mortgage no. 6485971.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Registration of the attached easement instrumentDated this 20 day of June 2007**Attestation**Signed for and on behalf of
BANK OF NEW ZEALAND
by its Attorney:Erin Louise Jessie Price

Signed in my presence by the Consentor

D. Osborne
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Desley Osborne

Occupation

**Bank Officer
Auckland**

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Erin Lousie Jessie Price**, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 20 June 2007



Erin Lousie Jessie Price

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

WESTPAC NEW ZEALAND LIMITED**Mortgagee under Mortgage no. 6020570.4****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached Easement InstrumentDated this 20th day of June 2007**Attestation**Signed by
Westpac New Zealand Ltd
By its Attorney/s:
In the presence of:

Jennifer Gaye Mentink

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Lynda Maree Johnson**

Occupation

**BANK OFFICER
WESTPAC
CHRISTCHURCH**

Address

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

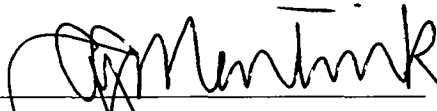
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jennifer Gaye Mentink, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jennifer Gaye Mentink

this 20 June 2007

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

EasementPage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ NATIONAL BANK LIMITED**Mortgagee under Mortgage no. 6814607.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached Easement InstrumentDated this 20th day of June, 2007**Attestation**

Beatrix Anthony-Teau
Team Leader

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Matthew Gill
Bank Officer
Auckland

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

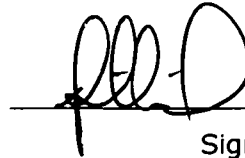
ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, *Beatrix Anthony-Teau* of *Auckland* in New Zealand, *Team Leader* of ANZ National Bank Limited, hereby certify that:

1. By Deed dated 2 May 2006 ("*The Deed*"), I was appointed an Additional Attorney of ANZ National Bank Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date of this certificate, I am a Team Leader, Retail Personal Loan Support of ANZ, part of ANZ National Bank Limited.
3. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ National Bank Limited or otherwise.
4. The Deed is registered with Land Information, New Zealand, Dealing Number PA 6856055.2.

SIGNED by the above named)
Attorney at Auckland on this)
20 day of *June* 2007 .)



Signature

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Easement**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB BANK LIMITED**Mortgagee under Mortgage no. 7060938.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.


State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached easement instrumentDated this 13th day of June 2007.**Attestation**

 SIGNED by ASB BANK LIMITED by its Attorney <u>Craig Anthony Muir</u> in the presence of: <u>Margaret Anne Pilcher</u> Witness: <u>Margaret Anne Pilcher</u> Bank Officer <u> </u> AUCKLAND	Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Craig Anthony Muir of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **31 October 2006** and deposited in the Land Information New Zealand office as **No. 7154356.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Craig Anthony Muir

SIGNED at Auckland this 13 day of June 2007

Easement instrument to surrender easement, *profit à prendre*, or land covenant

Sections 90A and 90F, Land Transfer Act 1952

PSE 7585509.9 Partial

Cpy - 01/01, Pgs - 037, 19/10/07, 11:16

Land registration district

OTAGO



DocID: 212076721

Surname(s) must be underlined or in CAPITALS.

Grantee

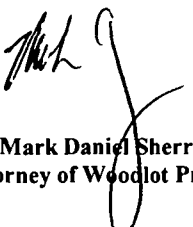

WOODLOT PROPERTIES LIMITED as grantee for 309554, 309555 and 309557 (continued on annexure schedule)

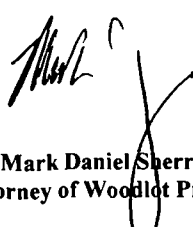

Grantor

Surname(s) must be underlined or in CAPITALS.**WOODLOT PROPERTIES LIMITED****Surrender* of easement, or *profit à prendre*, or covenant**


The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, **surrenders to the Grantor** the easement(s), *profits(s) à prendre*, or covenant(s) set out in Schedule A, **and the Grantor accepts the surrender** of those easement(s), *profits(s) à prendre*, or covenant(s).

Dated this 23rd day of May 2007**Attestation**

 By Mark Daniel Sherry as duly appointed attorney of Woodlot Properties Limited	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Paul Matthew Owens Solicitor Christchurch Address
Signature [common seal] of Grantee	

 By Mark Daniel Sherry as duly appointed attorney of Woodlot Properties Limited	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Paul Matthew Owens Solicitor Christchurch Address
Signature [common seal] of Grantor	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantor

*If the consent of any person is required for the surrender, the specified consent form must be used.

REF: 7004 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1Easement surrender
instrument

Dated

23rd May 2007

Page 1 of 16 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Nature of easement, profit, or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	Area marked A on DP385737 created by easement instrument 7493651.16	Lot 102 DP 356913 (309554, 309555, 309557)	Lot 1 DP 356913 (309554); Lot 2 DP 356913 (309555); Lot 400 DP 356913 (309557); Unit 120A DP 22362 (OT15D/751)
Right to drain stormwater and sewage		Lot 102 DP 356913 (309554, 309555, 309557)	Lot 2 DP 356913 (309555); Lot 400 DP 356913 (309557); Lot 1 DP 375014 (302158) and Lot 2 DP 375014 (302159)
Right to convey water, power and telephone		Lot 102 DP 356913 (309554, 309555, 309557)	Lot 1 DP 356913 (309554); Lot 2 DP 356913 (309555); Lot 400 DP 356913 (309557); Unit 117A DP 22362 (OT15D/748); Unit 118A DP 22362 (OT15D/749); Unit 119A DP 22362 (OT15D/750); Unit 120A DP 22362 (OT15D/751); Unit 121A DP 22362 (OT15D/752); Unit 122A DP 22362 (OT15D/753); Unit 123A DP 22362 (OT15D/754); Unit 124A DP 22362 (OT15D/755)
Right of Way	Area marked A on DP385737 created by easement instrument 7493651.23	Lot 102 DP377010 (309554, 309555, 309557)	Lot 103 DP377010 (375782, 375783, 375784, 375785); Lot 104 DP377010 (375785); Lot 105 DP 377010 (375787, 375788, 375789, 375790); Unit 117A DP 22362 (OT15D/748); Unit 118A DP 22362 (OT15D/749); Unit 119A DP 22362 (OT15D/750); Unit 121A DP 22362 (OT15D/752); Unit 122A DP 22362 (OT15D/753); Unit 123A DP 22362 (OT15D/754); Unit 124A DP 22362 (OT15D/755)
Right to convey water, power and telephone		Lot 102 DP377010 (309554, 309555, 309557)	Lot 103 DP377010 (375782, 375783, 375784, 375785); Lot 104 DP377010 (375785); Lot 105 DP 377010 (375787, 375788, 375789, 375790)

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Grantee

Arnold Andrew MIDDLETON and Isabelle Gladys MIDDLETON as grantee for 302158;

QUEENSTOWN HILL DEVELOPMENTS LIMITED and REMARKABLE HEIGHTS LIMITED as grantee for 302159;

Ralph Douglas STEAKLEY as grantee for OT15D/748 and 375782;

Barbara SIMONS and James Charles SIMONS as grantee for OT15D/749 and 375783;

Ian Thomas KIRKER and Stephen John BRADSHAW as grantee for OT15D/750 and 375784;

Paul BRUNETTA and Shereen BRUNETTA as grantee for OT15D/751 and 375785;

Peter Clarence MARTINI, Glenda Dawn MARTINI and CORPORATE OUTDOOR TRAINING PTY LIMITED as grantee for OT15D/752 and 375787;

Neven William SHANNON, Alice SHANNON and QUEENSTOWN LAWYER TRUSTEE LIMITED as grantee for OT15D/753 and 375788;

Campbell Roy BLACK as grantee for OT15D/754 and 375789;

Jamee Jung GU and Soon Ok GU as grantee for OT15D/755 and 375790.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

25th May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Arnold Andrew MIDDLETON and Isabelle Gladys MIDDLETON

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name **KAREN MULHOLLAND**

Occupation **SECRETARY**

Address **9 LUNA PLACE
LAKE HAYES ESTATE
QUEENSTOWN**

J.G. Middleton
aa Middleton

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated **23rd May 2007**

Page **4** of **17** Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
QUEENSTOWN HILL DEVELOPMENTS LIMITED
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

J. G. Middleton

Witness name **KAREN MULHOLLAND**

Occupation **SECRETARY**

Signature(s) of, or on behalf of Grantee

Address **9 LUNA PLACE
LAKE HAYES ESTATE
QUEENSTOWN**

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

REMARKABLE HEIGHTS LIMITED

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name **NEIL THOMAS McDONALD**

Occupation **LAND SURVEYOR**

Address **309 LOWER SHOTOVER ROAD
QUEENSTOWN.**

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated **23rd May 2007**

Page **6** of **16** Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
Ralph Douglas STEAKLEY
Signature of Witness

E. Deans

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

By Kerry Amanda O'Donnell
as duly appointed attorney
for Ralph Douglas Steakley

Witness name **Evelyn Antonia Deans**
Occupation **Solicitor**
Address **Queenstown**

[Signature]
Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated 23rd May 2007

Page 7 of 16 Pages

(Continue in additional Annexure Schedule, if required.)

Mark Daniel Sherry
as duly appointed attorney
of Barbara Simons.

Signed in my presence by the Grantee
Barbara SIMONS and James Charles SIMONS
Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Mark Daniel Sherry
as duly appointed attorney of
James Charles Simons.

Witness name **Paul Matthew Owens**
Occupation Solicitor
Christchurch
Address

Signature(s) of, or on behalf of Grantee

Continuation of Attestation:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

8

of

16

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Ian Thomas KIRKER

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

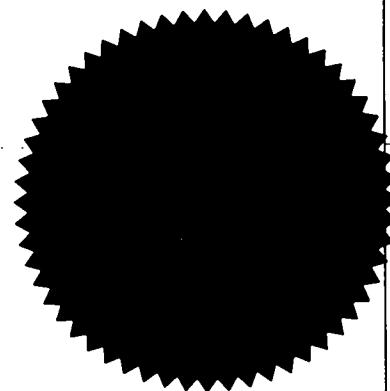
Witness name

RICHARD GARETH GRIFFITHS
Solicitor & Notary Public
1 Friar St, Reading
ENGLAND

Occupation

Address

Signature(s) of, or on behalf of Grantee



If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Stephen John BRADSHAW

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Allison Kathleen Ridley
Law Clerk
Winton

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

*MD SHERRY AS
DUTY APPOINTED
ATTORNEY OF
PAUL BRUNETTA*

Signed in my presence by the Grantee
Paul BRUNETTA and Shereen BRUNETTA
Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

*MD SHERRY AS
DUTY APPOINTED
ATTORNEY OF
SHEREEN BRUNETTA*

Witness name **Paul Matthew Owens**
Occupation Solicitor
Christchurch
Address

Signature(s) of, or on behalf of Grantee

Continuation of Attestation:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

*Paul J. MD SHERMAN AS
DULY APPOINTED
ATTORNEY OF
PETER CLARENCE
MARTINI*

*Paul J. MD SHERMAN AS
DULY APPOINTED
ATTORNEY OF
GLENDA DAWN
MARTINI*

Signed in my presence by the Grantee

Peter Clarence MARTINI and Glenda Dawn MARTINI

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Paul Matthew Owens

Occupation

Solicitor

Christchurch

Address

Signature(s) of, or on behalf of Grantee

Continuation of Attestation:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

Pages

(Continue in additional Annexure Schedule, if required.)

MD SHERRY
MD SHERRY AS DULY
APPOINTED ATTORNEY
OF CORPORATE OUTDOOR
TRAINING PTY LIMITED

Signed in my presence by the Grantee

CORPORATE OUTDOOR TRAINING PTY LIMITED

Signature of Witness

Paul Owens

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Paul Matthew Owens

Occupation

Solicitor

Christchurch

Address

Signature(s) of, or on behalf of Grantee

Continuation of Attestation:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

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of

16

14

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
Neven William SHANNON and Alice SHANNON
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Mi Ae Kang

Occupation

**Clerk
22 The Mall
Queenstown**

Address

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

14

12

of

16

14

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee
QUEENSTOWN LAWYER TRUSTEE LIMITED
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Mi Ae Kang

Occupation

Clerk
22 The Mall
Queenstown

Address

Signature(s) of, or on behalf of Grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Surrender

Dated

23rd May 2007

Page

15

of

16

Pages



(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Signed in my presence by the Grantee

Campbell Roy BLACK

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Andrew G Fletcher

Occupation

Solicitor

Address

Hamilton

Signature(s) of, or on behalf of Grantee

Campbell Roy Black
by his attorney
Graeme John Black

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

23rd May 2007

Page

16
14

of

16
14

pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation:

Executed by Bryan Russell Henderson
as duly appointed attorney for
Jamee Jung Gu

Executed by Kerry Amanda O'Donnell
as duly appointed attorney for
Soon Ok Gu

Signature(s) of, or on behalf of Grantee

Signed in my presence by the Grantee

Jamee Jung Gu and Soon Ok Gu

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name Robert Huse

Occupation solicitor

Address Queenstown.

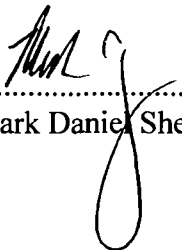
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor, **HEREBY CERTIFY**:

- 1 That by deed dated 16 September 2003, **WOODLOT PROPERTIES LIMITED** appointed me its Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as No. 5740921.2.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of the said **WOODLOT PROPERTIES LIMITED** or otherwise.

SIGNED at Christchurch this 24th day of July 2007


.....
Mark Daniel Sherry

Certificate of Non-Revocation of Power of Attorney

I,

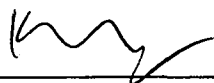
KERRY AMANDA O'CONNELL

of Queenstown in New Zealand, Solicitor

hereby certify:

1. That by deed dated 15 March 2006, Ralph Douglas Steakley of California in United States of America, appointed me his attorney on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Ralph Douglas Steakley or otherwise.

Signed at Queenstown this 23 day of May 2007



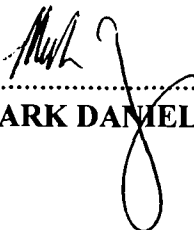
EAD-709598-5-5-V1

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 1 March 2007 **JAMES CHARLES SIMONS** appointed me his Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.4.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **JAMES CHARLES SIMONS** or otherwise.

SIGNED this 24th day of July 2007

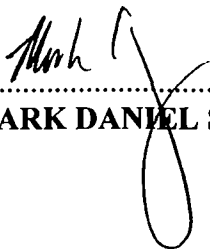

.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

**I, MARK DANIEL SHERRY, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:**

- 1 That by deed dated 1 March 2007 **BARBARA SIMONS** appointed me his Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.5.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **BARBARA SIMONS** or otherwise.

SIGNED this 24th day of *July* 2007


.....
MARK DANIEL SHERRY

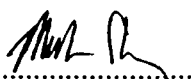
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

**I, MARK DANIEL SHERRY, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:**

- 1 That by deed dated 7 May 2007 **PAUL BRUNETTA** appointed me his Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.7.

- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **PAUL BRUNETTA** or otherwise.

SIGNED this 24th day of July 2007

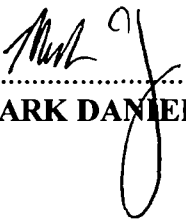

.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 7 May 2007 **SHEREEN BRUNETTA** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.6.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **SHEREEN BRUNETTA** or otherwise.

SIGNED this 24th day of July 2007



.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007 **PETER CLARENCE MARTINI** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.1.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **PETER CLARENCE MARTINI** or otherwise.

SIGNED this 24th day of July 2007

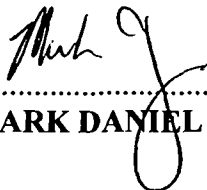

.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007 **GLENDA DAWN MARTINI** appointed me her Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.2.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **GLENDA DAWN MARTINI** or otherwise.

SIGNED this 24th day of July 2007

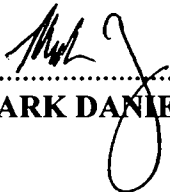

.....
MARK DANIEL SHERRY

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **MARK DANIEL SHERRY**, of Christchurch in New Zealand, Solicitor,
HEREBY CERTIFY:

- 1 That by deed dated 3 March 2007, **CORPORATE OUTDOOR TRAINING PTY LIMITED** appointed me its Attorney on the terms and subject to the conditions set out in the said deed which was deposited in the Land Transfer Office at Otago as Number 7493651.3.
- 2 That at the date hereof I have not received any notice or information of the revocation of that appointment by the liquidation of the said **CORPORATE OUTDOOR TRAINING PTY LIMITED** or otherwise.

SIGNED this 24th day of July 2007


.....
MARK DANIEL SHERRY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I **GRAEME JOHN BLACK** of Ngaruawahia in New Zealand hereby certify:

- 1 **THAT** by Deed dated 21 August 2001 and deposited in the Land Registry Office at Otago under number _____, **CAMPBELL ROY BLACK** of Ngaruawahia in New Zealand appointed me his attorney on the terms and subject to the conditions set out in the said Deed.
- 2 **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said **CAMPBELL ROY BLACK** or otherwise.
- 3 **THAT** the said Power of Attorney is in all respects in force at the date hereby by virtue of its terms.
- 4 **THAT** I am authorised by the Power of Attorney to execute the annexed mortgage.
- 5 **THAT** the annexed mortgage complies with all conditions and restrictions set out in the said Powers of Attorney.

DATED

24/5/07


.....
GRAEME JOHN BLACK

1 Certificate of Non-Revocation of Power of Attorney

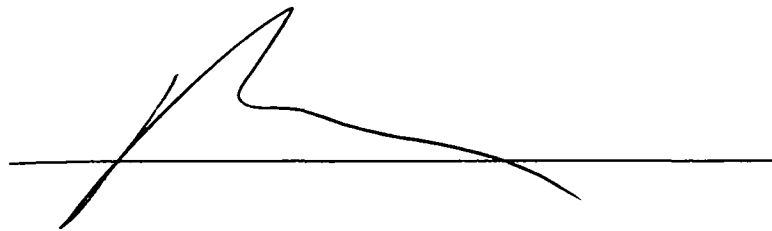
I, BRYAN RUSSELL HENDERSON

of Queenstown in New Zealand Solicitor

hereby certify:

1. That by deed dated 13 June 2006, Jamee Jung Gu of The United States of America, Photographer appointed me their attorney on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Jamee Jung Gu or otherwise.

Signed at Queenstown this 14th day of June 2007

A handwritten signature in black ink, appearing to read 'Bryan Russell Henderson', is written over a horizontal line.

Certificate of Non-Revocation of Power of Attorney

I,

KERRY AMANDA O'DONNELL

of Queenstown in New Zealand Solicitor

hereby certify:

1. That by deed dated 24 July 2006, Soon Ok Gu of The United States of America, Photographer appointed me their attorney on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said Soon Ok Gu or otherwise.

Signed at Queenstown this 12th day of June 2007



Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Surrender of Easement**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND**Mortgagee under Mortgage no. 6485971.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

Registration of the attached surrender of easement instrumentDated this 24 day of August 2007**Attestation**SIGNED for and on behalf of
BANK OF NEW ZEALAND
its attorney.Silvia Agustines Briguera**Signature of Consentor**

Signed in my presence by the Consentor

Foothead
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name**Occupation****Address**Priscilla Stephanie Marie Foothead
Bank Officer
Bank of New Zealand
Wellington

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument
"Caveat", "Mortgage" etc

Surrender of EasementPage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ANZ NATIONAL BANK LIMITED**Mortgagee under Mortgage no. 6814607.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

[section _____ of the _____ Act _____]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached Surrender of Easement InstrumentDated this 20th day of June 2007**Attestation**

Elizabeth Mathew-Teau
Team Leader

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Matthew Gill
Bank Officer
Auckland

Occupation

Address

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, *Beatrix Anthony-Teau* of *Auckland* in New Zealand, *Team Leader* of ANZ National Bank Limited, hereby certify that:

1. By Deed dated 2 May 2006 ("*The Deed*"), I was appointed an Additional Attorney of ANZ National Bank Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date of this certificate, I am a Team Leader, Retail Personal Loan Support of ANZ, part of ANZ National Bank Limited.
3. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ National Bank Limited or otherwise.
4. The Deed is registered with Land Information, New Zealand, Dealing Number PA 6856055.2.

SIGNED by the above named)
Attorney at Auckland on this)
20 day of June 2007 .)



Signature

Annexure Schedule - Consent Form*Land Transfer Act 1952 section 238(2)*

Insert type of instrument
"Caveat", "Mortgage" etc

Surrender of EasementPage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

WESTPAC NEW ZEALAND LIMITED**Mortgagee under Mortgage no. 6020570.4****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~{section 238(2) of the Land Transfer Act 1952}~~

{section _____ of the _____ Act _____}

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached Surrender of EasementDated this 20th day of June, 2007**Attestation**

Signed by
Westpac New Zealand Ltd
By its Attorney/s:
In the presence of:


Jennifer Gaye Mentink

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Lynda Maree Johnson

Occupation

Address

**BANK OFFICER
WESTPAC
CHRISTCHURCH**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

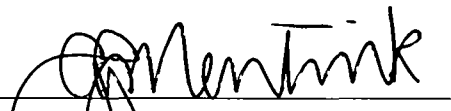
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jennifer Gaye Mentink, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. **THAT** at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Jennifer Gaye Mentink

this 20 June 2007

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Surrender of Easement**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB BANK LIMITED**Mortgagee under Mortgage no. 7060938.2****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ _____ of the _____ Act _____

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the attached Surrender of EasementDated this 13th day of June, 2007**Attestation**

SIGNED by ASB BANK LIMITED by its Attorney

Craig Anthony MuirIn the presence of: Margaret Anne PilcherWitness: Margaret Anne Pilcher

Bank Officer _____ AUCKLAND

Signed in my presence by the Consentor**Signature of Witness**

Witness to complete in BLOCK letters (unless legibly printed)

Witness name**Occupation****Address****Signature of Consentor**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Craig Anthony Muir of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **31 October 2006** and deposited in the Land Information New Zealand office as **No. 7154356.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Craig Anthony Muir

SIGNED at Auckland this 13 day of June 2007

View Instrument Details

Instrument Type	Transfer
Instrument No	10861170.1
Status	Registered
Date & Time Lodged	17/08/2017 12:14:14
Lodged By	Joanna Jen-en Ling

Affected Computer Registers	Land District
764099	Otago

Transferors

Queenstown Hill Developments Limited
Remarkable Heights Limited

Transferees

Zhi Zhou and Zongna Ji

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

- I certify that I have the authority to act for the Transferor 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 Philippa Jean Roberts as Transferor Representative on 17/08/2017 12:00 PM

Transferee Certifications

- I certify that I have the authority to act for the Transferee 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 Joanna Jen-en Ling as Transferee Representative on 17/08/2017 08:37 AM

*** End of Report ***

697048
TE

Under the Land Transfer Act 1952

Memorandum of Transfer

WHEREAS QUEENSTOWN-LAKES DISTRICT COUNCIL (hereinafter called "the Grantor")

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 that piece of land situated in the Land District of Otago containing 5631m²

12F88H 25452 DTY # C13
NEW ZEALAND STAMP DUTY DNI

more or less being Section 1 S.O. 22055 and being all the land in Certificate of Title 11B/1369 (hereinafter called "the servient tenement")

AND WHEREAS ARNOLD ANDREW MIDDLETON and ISABELLE GLADYS MIDDLETON of Lower Shotover Farmers (hereinafter called "the Grantee") is registered as proprietor of an estate as Licencee under and by virtue of Deferred Payment Licence No. 1247 subject as aforesaid in all that parcel of land situated in the Land District of Otago containing 1056 hectares more or less being Section 119 Block XX SHOTOVER SURVEY DISTRICT and being all the land in Certificate of Title 9A/1208 (hereinafter called "the dominant tenement") SUBJECT TO Mortgages 368941, 460174, 556646/3 and 560613/2 Conservation Agreement 586535/4 and Mining Licence 668943

AND WHEREAS the Grantor is desirous for the consideration hereinafter appearing of granting to the Grantee the rights to drain foul sewage and stormwater hereinafter set forth

NOTICE OF PRODUCTION OF INSTRUMENTS

L & D 107

Messrs

The District Land Registrar

Webb, Brash, Ward & Co.

Private Bag

(Firm intending to register)

DUNEDIN

The following are produced

List of Instruments Produced by Number or C.T. Reference

Certificate of Title 9A/1208

To enable registration of:

1. A **Drainage Easement** from **AA & IG Middleton** to **Queenstown Lakes District Council**

2. A _____ from _____ to _____

3. A _____ from _____ to _____

4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

Rural Banking Corporation,

Private Bag,

DUNEDIN.

For office use only

Date _____

Number **39340**

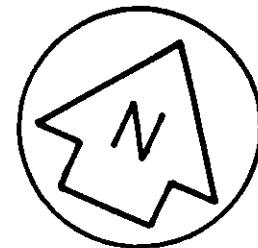
This copy to be given to firm intending to register. Registration authorised
above will not be accepted without production of this notice

Received Above Instruments

For D.L.R. 19 2 86
/ /

SEC 119
CL 9A/1208

BLK XX



69° 21' 30" 3.01"

BLK XXI

DRAINAGE
EASEMENT (A)

Pt. SEC 15

Pt. SEC 17

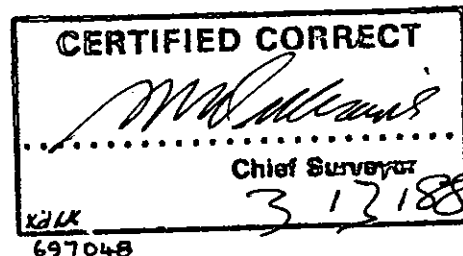
155° 10' 30" 173.12
335° 10' 30" 169.77

SEC 1
SO 22055
C.T. 11B/1369

PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
Right to drain foul sewage & stormwater	(A)	SEC 1 SO 22055	SEC 119 CL 9A/1208

295° 06' 4.66'

Goldfield
(Legal Road)
(Under) Heights



DRAINAGE EASEMENT OVER SEC 1 SO 22055
BLOCK XXI SHOTOVER S.D. COMPRISED IN CT 11B/1369



**D.G. HATFIELD
& ASSOCIATES**

SURVEYING & LAND DEVELOPMENT CONSULTANTS
DUNEDIN MOSGIEL BALCLUTHA

SCALE 1:1000
DATE 10/87

JOB No.
5218

PLAN No.
5218/1

NOW it is agreed between the parties hereto that

In Consideration of the sum of TEN CENTS (10¢)

(the receipt of which sum is hereby acknowledged) the Grantor

Doth hereby Transfer ~~to the said~~ and grant unto the Grantee and its successors in title to the dominant tenement as an easement appurtenant hereto the full and free right and liberty for them to convey foul sewage and stormwater under the surface of the servient tenement along the line

all

estate and interest in the

shown on the plan attached hereto and marked "A" thereon by means of ~~said land above described~~

pipd drains and for such purposes from time to time to dig construct and lay pipd drains through the servient tenement and to inspect repair cleanse dig up alter renew or replace such drains and pipes and by themselves their agents servants workmen and employees with or without vehicles to enter upon the servient tenement at all times generally to do and to perform all such acts and things as may be necessary or convenient for the full and proper exercise and enjoyment of the rights and privileges hereby granted and the Grantee covenants with the Grantor that upon the exercise of any such rights the Grantee shall restore the surface of the servient tenement as nearly as reasonably possible to its previous condition and shall make good any damage thereby done to fences of the Grantor and the Grantor covenants with the Grantee that it shall not at any time do or suffer any act or thing which will prevent or interfere with the free passage of water and sewage through the servient tenement or through the said drains or prevent or interfere with the full ~~In witness whereof~~ these presents have been executed this day

of

19

and free use and enjoyment by the Grantee of the rights and privileges hereby granted.

Signed by the above named

AS WITNESS the hand of the Grantor this 12th day of Feb 1988.

in the presence of:-

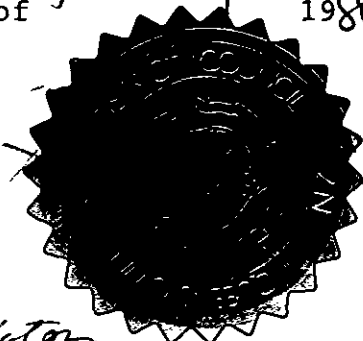
THE COMMON SEAL of QUEENSTOWN-
LAKE DISTRICT COUNCIL was
hereunto affixed in the presence
of:-

[Signature] Authorized Officer

[Signature] COUNCILLOR

SIGNED by the said ARNOLD ANDREW
MIDDLETON and ISABELLE GLADYS
MIDDLETON in the presence of:

A. A. Middleton
J. G. Middleton



No.

TRANSFER OF Land

Correct for the purposes of the Land Transfer Act.

QUEENSTOWN-LAKES DISTRICT COUNCIL Transferor

A.A. and I.G. MIDDLETON Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

WEBB, BRASH, WARD & CO.,

SOLICITORS,

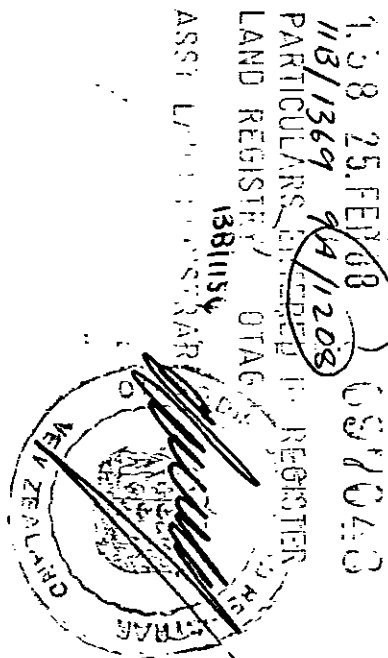
DUNEDIN.

Solicitors for the Transferee

Solicitor for the Transferee.

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

SOLICITOR FOR THE TRANSFEE



796528/8

MEMORANDUM OF TRANSFER

Otago Land Registry Office

BAYCENTRE COMMERCIAL (GOLDFIELDS) LIMITED at Queenstown (hereinafter called "the Grantor") is

~~being~~ registered as the 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 Block XX of the Shotover Survey District

containing 2.6813 ha more or less being Lot 1 Deposited Plan 21736 and being all of the land comprised in Certificate of Title Register 13D Folio 944
~~be the same a little more or less~~

SUBJECT TO the easements, covenants, restrictions and conditions as set out on the said title (hereinafter called "the Servient Tenement") and

ARNOLD ANDREW MIDDLETON of Shotover, Farmer, and ISABELLE GLADYS MIDDLETON, his wife (hereinafter called "the Grantees") are registered as proprietors of an estate in fee simple SUBJECT HOWEVER to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in Block XX of the Shotover Survey District containing 1053.3187 ha more or less being ~~Lot 1 Deposited Plan 21736~~ part Section 119 Block XX Shotover Survey District and being all the land comprised in Certificate of Title Register 13D Folio 945 SUBJECT TO the easements, covenants, restrictions and conditions as set out on that title (hereinafter called "the Dominant Tenement")

IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) (the receipt of which is acknowledged)

paid to the Grantor by the Grantees the Grantor transfers and grants to the Grantees to be appurtenant to the Dominant Tenement for all time

~~the receipt of which sum is hereby acknowledged~~

~~DO~~

~~HEREBY TRANSFER to the said~~

the rights to convey water, electricity and telephone services and to drain sewage through that part of the Servient Tenement marked "B" on Deposited Plan

~~all~~

~~estate and interest in the said piece~~

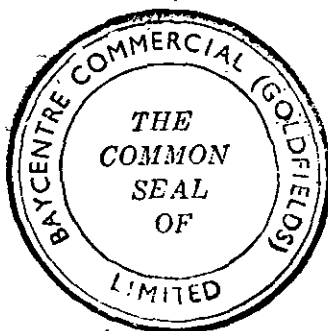
~~of land~~

22030 the right to convey water and the right to drain sewage being rights as defined in the Seventh Schedule to the Land Transfer Act 1952 and the right to convey electricity and the right to convey telephone services shall be the rights for the Grantees and other authorised persons to convey electricity and telephone services without interruption or impediment from the public street adjoining the Servient Tenement the Grantees being responsible for the installation of these services and their repair and maintenance so as to keep the same in good order, repair and condition and to prevent the same becoming a danger or a nuisance PROVIDED HOWEVER that in the case of all rights hereby granted reticulation of water, electricity, telephone services and sewage shall be along the said line marked "B" on Deposited Plan 22030 and shall be by means of conduits, cables or pipes laid or to be laid under the surface of and through the soil of the Servient Tenement and PROVIDED FURTHER that the Grantees shall cause as little damage as possible to the Servient Tenement and to the surface thereof and shall restore the surface as nearly as possible to its former condition and replace the soil at the surface consolidated to its proper level.

IN WITNESS whereof these presents have been executed this 22nd day of January 1992

THE COMMON SEAL of
BAYCENTRE COMMERCIAL
(GOLDFIELDS) LIMITED
was hereunto affixed
in the presence of:

S. Read



Approved herein

~~IN WITNESS whereof these presents have been executed this~~

~~day of~~

~~19~~

SIGNED by the said
ARNOLD ANDREW MIDDLETON
and ISABELLE GLADYS
MIDDLETON

in the presence of:—

A.A. Middleton
I.G. Middleton

*Witness
S. Read
Queenstown*

NOTICE OF PRODUCTION OF INSTRUMENTS

L & D 107

The District Land Registrar

Private Bag

Dunedin

Messrs Harman & Co

PO Box 13151

CHRISTCHURCH

(Firm intending to register)

For office use only

Date

Number

46000

The following are produced

List of Instruments Produced by Number or C.T. Reference

Certificate of Title 13D/945

To enable registration of:

1. A easement by way of transfer from Bay Centre Commercial A.A. & I.G. (Goldfields) Ltd to Middleton
2. A _____ from _____ to _____
3. A _____ from _____ to _____
4. A _____ from _____ to _____

After Registration Instruments Listed Above To Be Returned To:

Webb Parry, Solicitors,

P O Box 5541,

DUNEDIN (Mr Hunter)

Received Above Instruments

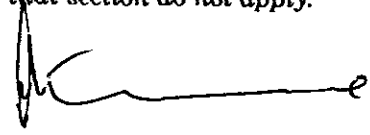
For D.L.R.

13 10 92

THE EASEMENT SPECIFIED HEREIN IS SUBJECT
TO SECTION 309 (1)(a) LOCAL GOVERNMENT
ACT 1974

Correct for the purposes of the Land Transfer Act and I
certify that Part IIA of the Land Settlement Promotion
and Land Acquisition Act 1952 does not apply to the
within transaction.

I hereby certify, for the purposes of the Stamp and
Cheque Duties Act 1971, that no conveyance duty is
payable on this instrument by reason of the application
of section 24(1) of the Act, and that the provisions of
subsection (2) of that section do not apply.



Solicitor for the Transferee

TRANSFER

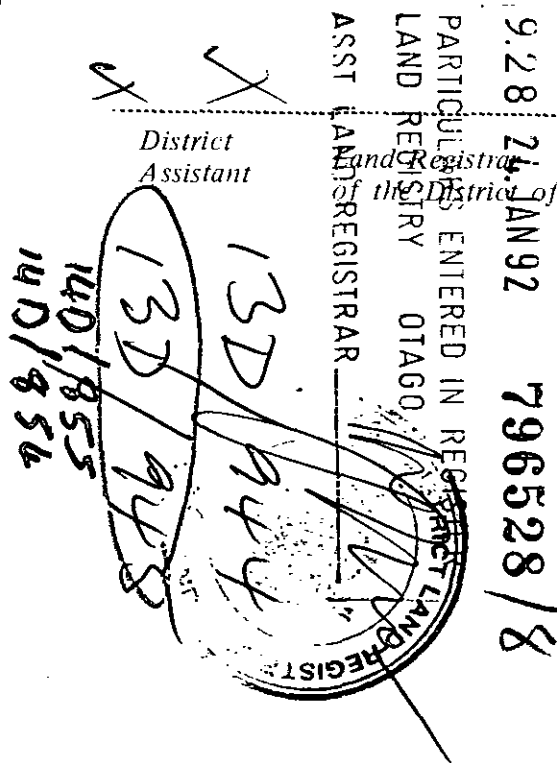
BAYCENTRE COMMERCIAL (GOLDFIELDS) LIMITED

Transferor

A A and I G MIDDLETON

Transferee

Particulars entered in the Register as shown in the
Schedule of Land herein on the date and at the
time stamped below.



HARMAN & CO

Solicitors

Christchurch





View Instrument Details

Instrument No. 10802096.10
Status Registered
Date & Time Lodged 13 Jun 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
-----------------------------	---------------

764087	Otago
764088	Otago
764089	Otago
764090	Otago
764091	Otago
764092	Otago
764093	Otago
764094	Otago
764095	Otago
764096	Otago
764097	Otago
764098	Otago
764099	Otago
764100	Otago
764101	Otago
764102	Otago
764103	Otago
764104	Otago
764105	Otago
764106	Otago
764107	Otago
764108	Otago
764109	Otago
764110	Otago
764111	Otago
764112	Otago
764113	Otago

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Philippa Jean Roberts as Territorial Authority Representative on 08/05/2017 10:44 AM

***** End of Report *****

IN THE MATTER of Lots 101-124, 320-322, 501, 502,510, 600, 700 and 701 being a Subdivision of Lots 102, 103 and 104 D.P.411971

AND

IN THE MATTER of Resource Consent
RM RM081212 Queenstown Lakes
District Council

**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

QLD001366 5643124.1

BACKGROUND

- A. Queenstown Hill Developments Ltd, Remarkables Heights Ltd and PJ, LME & GH Hensman has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Computer Freehold Registers CFR 522261 & CFR449421 (Otago Registry).
- B. Queenstown Lakes District Council has granted subdivision consent (RM081212) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 101 D.P.505699 comprised in certificate of title 764087
 Lot 102 D.P.505699 comprised in certificate of title 764088
 Lot 103 D.P.505699 comprised in certificate of title 764089
 Lot 104 D.P.505699 comprised in certificate of title 764090
 Lot 105 D.P.505699 comprised in certificate of title 764091
 Lot 106 D.P.505699 comprised in certificate of title 764092
 Lot 107 D.P.505699 comprised in certificate of title 764093
 Lot 108 D.P.505699 comprised in certificate of title 764094
 Lot 109 D.P.505699 comprised in certificate of title 764095
 Lot 110 D.P.505699 comprised in certificate of title 764096
 Lot 111 D.P.505699 comprised in certificate of title 764097
 Lot 112 D.P.505699 comprised in certificate of title 764098
 Lot 113 D.P.505699 comprised in certificate of title 764099
 Lot 114 D.P.505699 comprised in certificate of title 764100
 Lot 115 D.P.505699 comprised in certificate of title 764101
 Lot 116 D.P.505699 comprised in certificate of title 764102
 Lot 117 D.P.505699 comprised in certificate of title 764103
 Lot 118 D.P.505699 comprised in certificate of title 764104
 Lot 119 D.P.505699 comprised in certificate of title 764105
 Lot 120 D.P.505699 comprised in certificate of title 764106
 Lot 121 D.P.505699 comprised in certificate of title 764107
 Lot 122 D.P.505699 comprised in certificate of title 764108
 Lot 123 D.P.505699 comprised in certificate of title 764109
 Lot 124 D.P.505699 comprised in certificate of title 764110
 Lot 320 D.P.505699 comprised in certificate of title 764111
 Lot 321 D.P.505699 comprised in certificate of title 764112
 Lot 322 D.P.505699 comprised in certificate of title 764113

Conditions

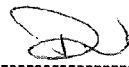
- 1 The condition contained below shall apply to Lots specified in Schedule 1:

The relevant Lot Owner must:

- a) Comply with the proposed Conditions for Future Development in respect of the relevant Lot as set out in Schedule 1.

DATED this 4 day of APRIL 2017.

SIGNED for and on behalf of
QUEENSTOWN LAKES DISTRICT
COUNCIL under delegated authority
by its Manager, Resource
Management Engineering



David James Wallace

Schedule 1

Lot	Schedule 2A Conditions for Future Development
111, 113, 115, 119, 120, 121, 122, 123, 124, 320, 321	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed.
106, 107, 108, 109, 117, 118	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Buildings set back 5.0 m or more from the crest of the schist cut along the downslope boundary do not require any specific geotechnical input. For buildings located less than 5.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements.
110, 112, 114, 116	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient.

QLD001366 5643124.1

102, 103, 104, 105	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Buildings set back 5.0 m or more from the crest of the schist cut along the downslope boundary do not require any specific geotechnical input. For buildings located less than 5.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements. • Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient.
101	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.0 m depth in rock are required the geotechnical stability of the rock cut should be assessed. • Overland flow along the natural gully through the Lot to be considered during the detailed design phase of a future dwelling and control measures provided as required.
322	<ul style="list-style-type: none"> • The underlying geology (glacial till and schist bedrock) is preliminarily assessed to constitute "Good Ground" as defined in NZS3604 with respect to foundation bearing. • Geotechnical/site assessment is required to confirm the requirements of NZS3604 have been met with respect to bearing capacity and sloping ground. • Specific detailed geotechnical assessment above those required for NZS3604, are not mandatory and will depend on the extent of earthworks proposed, building design, structural engineers and Queenstown Lakes District Council requirements. • If excavations >1.2 m depth in rock are required the geotechnical stability of the rock cut should be assessed.

QLD001366 5643124.1

	<ul style="list-style-type: none">• Integrity of engineered fills supporting the road shoulder on the upslope boundary to be maintained or subjected to engineering assessment if steepened from the as-built gradient• Buildings set back >3.0 m or more from the crest of the low schist rock cut located along the south-eastern boundary do not require any specific geotechnical input. For buildings located less than <3.0 m from the crest a geotechnical assessment is recommended to confirm any specific requirements.
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QLD001366 5643124.1



IN THE MATTER of Section 221 of the
Resource Management
Act 1991

AND

IN THE MATTER of an Application for
Subdivision Consent by A.
A. & I.G. Middleton

CONSENT NOTICE

BACKGROUND

- A. A.A & I.G Middleton of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title 246747, (Otago Registry) ("the land").
- B. Council has granted consent (RM060360) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments: -

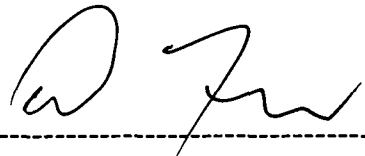
(a) Lots 1 & 2, D.P. 375014.

CONDITIONS:

- a) At such time as any residential development is undertaken on Lot 1 or Lot 2, all services shall be provided in accordance with the Council standards applicable at that time.
- b) No development contributions for Council water, stormwater or wastewater services have been taken for this subdivision and at the time of further development no credits will be given.

Dated this 7 day of September 2006

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its
Principal Administrative Officer



Landonline User ID: _____

LODGING FIRM: Webb Farry

Address: PO Box 5541

Dunedin

Uplifting Box Number: 47

ASSOCIATED FIRM: _____

Client Code / Ref: 167122/40 (CJC)

HEREWITH

Survey Plan (#) _____

Title Plan (#) _____

Traverse Sheets (#) _____

Field Notes (#) _____

Calc Sheets (#) _____

Survey Report _____

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited: _____

Rejected Dealing Number: _____

7178072

Other (state) _____

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES		NOTICES		ADVERTISING		NEW TITLES		OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	246747	CONO	Middleton: AA & IG	50.00											\$50.00
2	As Above	OCT	Middleton: AA & IG								2	\$212			\$212.00
3	246747 302158 302159	E	Hensman: PJ, GH & LME TO Middleton: AA & IG	50.00	2	\$4								\$20	\$74.00
4															
5															
6															

Land Information New Zealand Lodgement Form

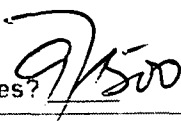
Annotations (LINZ use only)

Subtotal (for this page) **\$336.00**

Total for this dealing **\$336.00**

Less Fees paid on Dealing # **7178072** **\$336.00**

Cash/Cheque enclosed for **\$0.00**

Original Signatures? 

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7: 28 May 2004



IN THE MATTER of Section 221 of
the Resource Management
Act 1991

AND

IN THE MATTER of an Application
for Subdivision Consent
by A Middleton

CONSENT NOTICE

BACKGROUND

- A. A Middleton of Queenstown has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title OT14D/855 (Otago Registry) ("the land").
- B. Council has granted consent (RM040066) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments: -

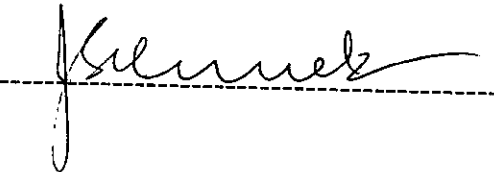
(a) Lot 1, D.P.351844

CONDITION:

- a) All services to Lot 1 are to be provided at the time of further development of the Lot.
- b) No reserves contribution has been taken for this subdivision for Lot 1 pursuant to Section 409 of the Resource Management Act 1991 and that at such time of further development no credits will be given.
- c) No burning of debris shall occur on any Lot.

Dated this 5th day of September 2005

SIGNED for and on behalf
Of the **QUEENSTOWN LAKES**
DISTRICT COUNCIL by its
Principal Administrative Officer



Landonline User ID: _____

LODGING FIRM: Webb Farry

Address: PO Box 5541

Dunedin

Uplifting Box Number: 47

ASSOCIATED FIRM: _____

Client Code / Ref: 167122/25 - CJC

HEREWITH

Survey Plan (#) ☐

Title Plan (#) ☐

Traverse Sheets (#) ☐

Field Notes (#) ☐

Calc Sheets (#) ☐

Survey Report ☐

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited: _____

Rejected Dealing Number: _____

FOR DEPOSIT ONLY

13/01/2006 15:31

CHEQUE

000000#0831 0001

\$320.00

Other (state)

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OT14D/885	CONO		50.00							\$50.00
2	OT14D/855	OCT	Middleton : A A & I G					2	\$212		\$212.00
3	See Schedule	T	Middleton: A A & I G TO Middlton: A A & I G & Webb Farry								
4			Nominees Limited & Parker: SL	50.00	4	\$8					\$58.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) \$320.00

Total for this dealing \$320.00

Less Fees paid on Dealing #

Cash Cheque enclosed for \$320.00

Original Signatures? Rm Bso

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7: 28 May 2004

Document Set ID: 7190413

Version: 1, Version Date: 28/03/2022

TITLE SCHEDULE

Landonline User ID: _____
 LODGING FIRM: Webb Farry
 Client Code / Ref: 167122/25 - CJC

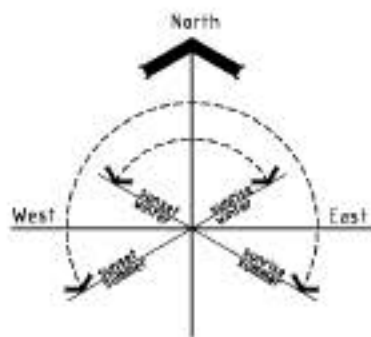
Line Number	CT Ref:
1	
2	
3	OT13B/1155 OT7B/1362 OT60/188 212814 OT12A/266
4	

Line Number	CT Ref:
5	
6	
7	
8	

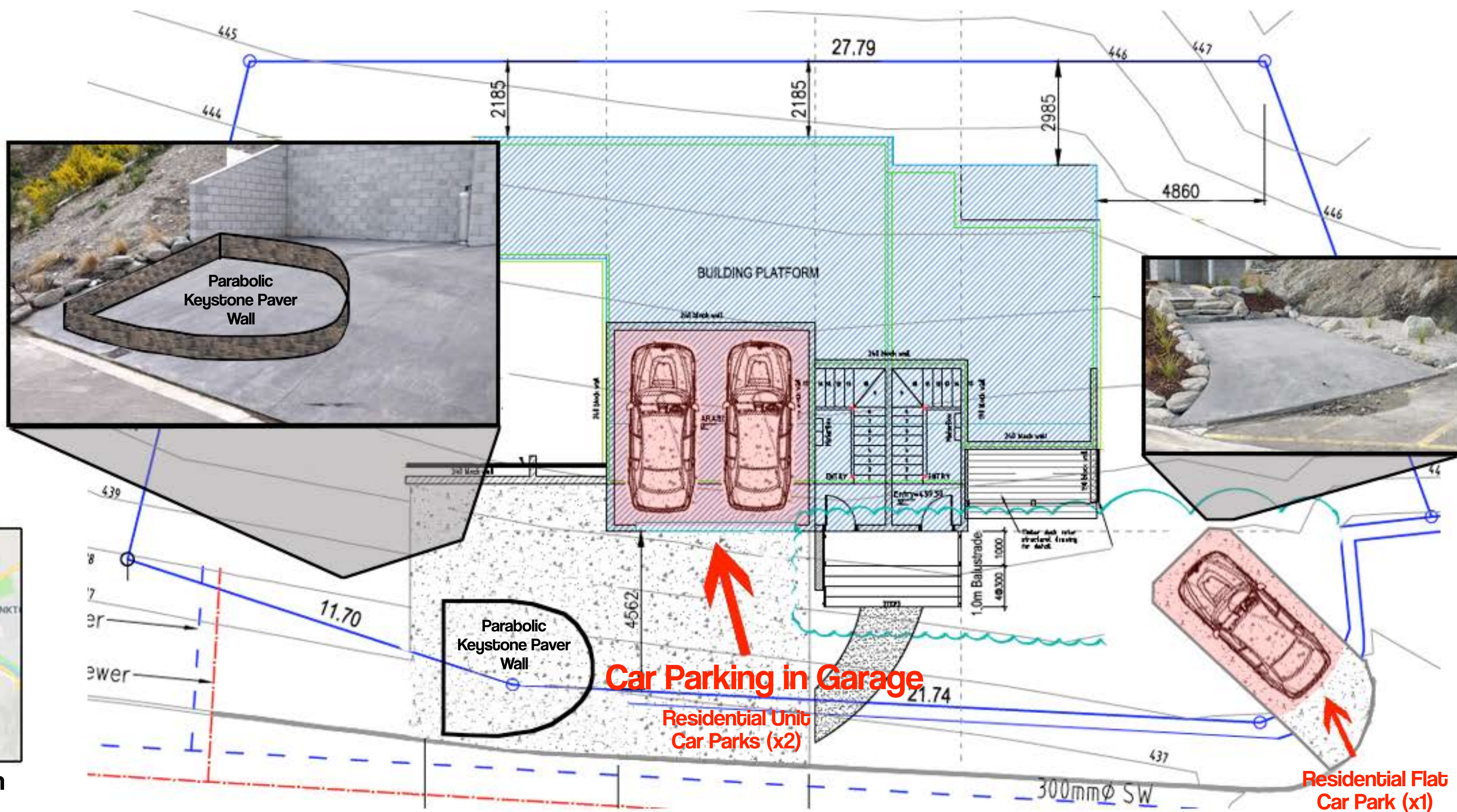
Line Number	CT Ref:
9	
10	
11	
12	

Line Number	CT Ref:
13	
14	
15	
16	

Line Number	CT Ref:
17	
18	
19	
20	



Car Parking



Locality Plan



Visitor Accommodation Site & Parking Plan 4 Luckie Lane, Queenstown

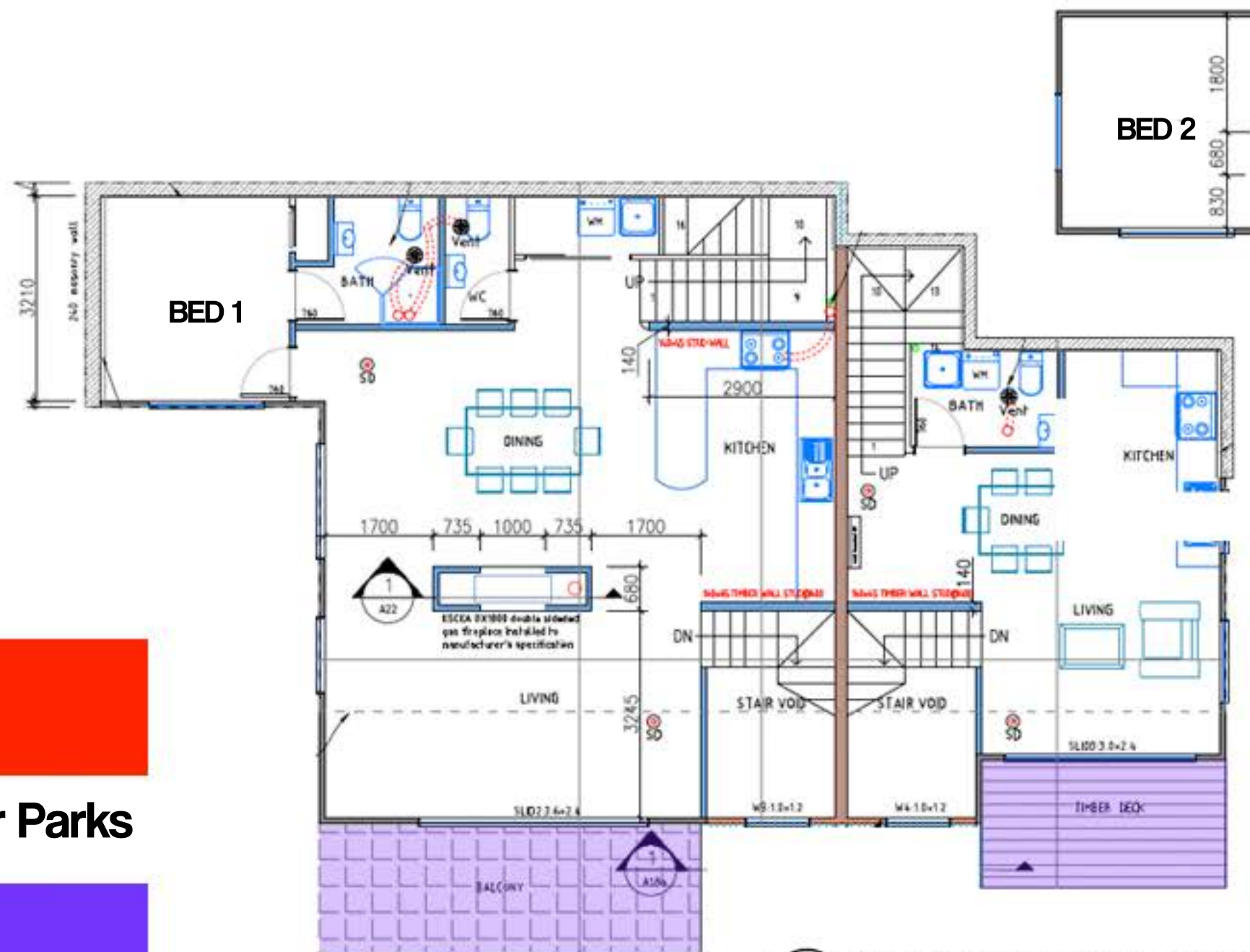
Version 3.0 - 25 November 2019



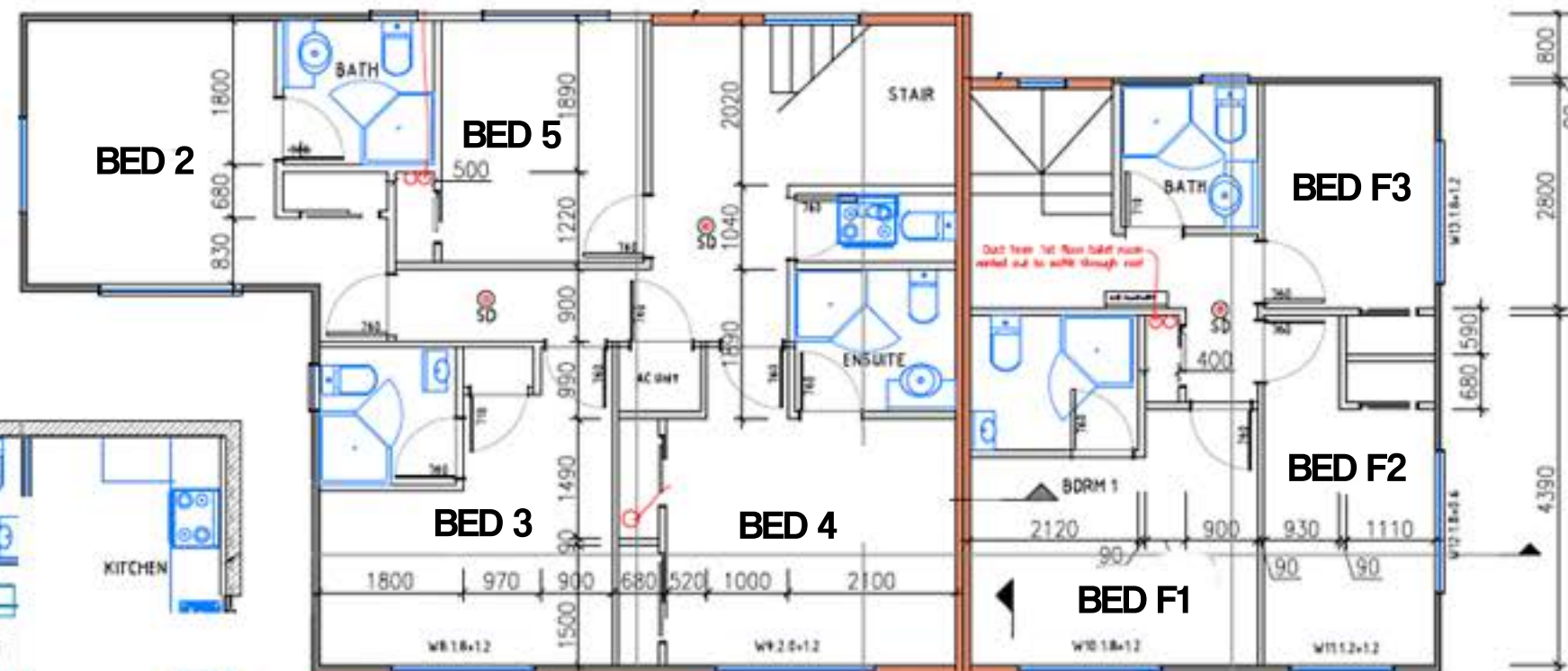
Car Parks



Outdoor Living Area



GROUND FLOOR PLAN



FIRST FLOOR - FLOOR PLAN



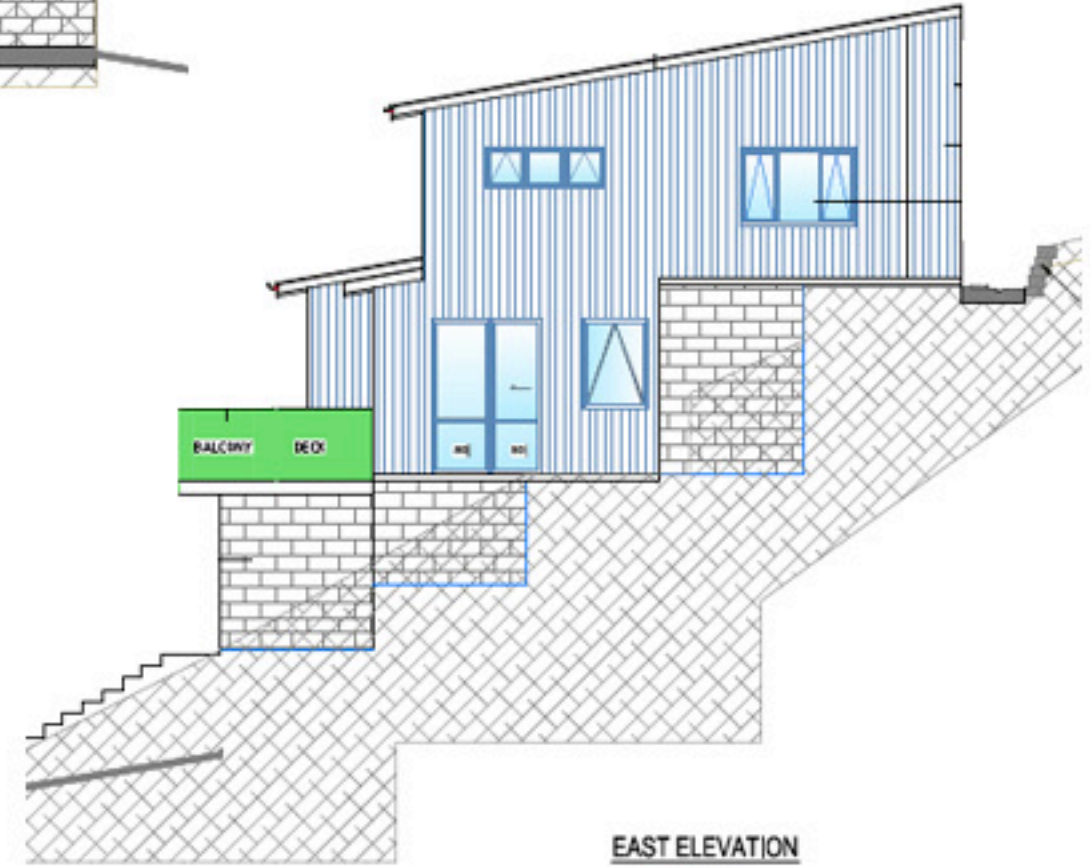
BASEMENT PLAN

VA Floor Plans 4 Luckie Lane, Queenstown

Version 2.0 - 10 June 2019



WEST ELEVATION
SCALE 1:100 ON A3



EAST ELEVATION
SCALE 1:100 ON A3



SOUTH ELEVATION
SCALE 1:100 ON A3



AFFECTED PERSON'S APPROVAL

FORM 8A



Resource Management Act 1991 Section 95

#

RESOURCE CONSENT APPLICANT'S NAME AND/OR RM #



AFFECTED PERSON'S DETAILS

I/We

Are the owners/occupiers of



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal to:

at the following subject site(s):

☐

PLEASE TICK

I/We understand that by signing this form Council, when considering this application, will not consider any effects of the proposal upon me/us.

☐

PLEASE TICK

I/We understand that if the consent authority determines the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED

☐

PLEASE TICK

I/We have sighted and initialled ALL plans dated and approve them.



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners / occupiers who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A

Name (PRINT)

Contact Phone / Email address

Signature

Date

11/06/2021

B

Name (PRINT)

Contact Phone / Email address

Signature

Date

C

Name (PRINT)

Contact Phone / Email address

Signature

Date

D

Name (PRINT)

Contact Phone / Email address

Signature

Date

Note to person signing written approval

Conditional written approvals cannot be accepted.

There is no obligation to sign this form, and no reasons need to be given.

If this form is not signed, the application may be notified with an opportunity for submissions.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.





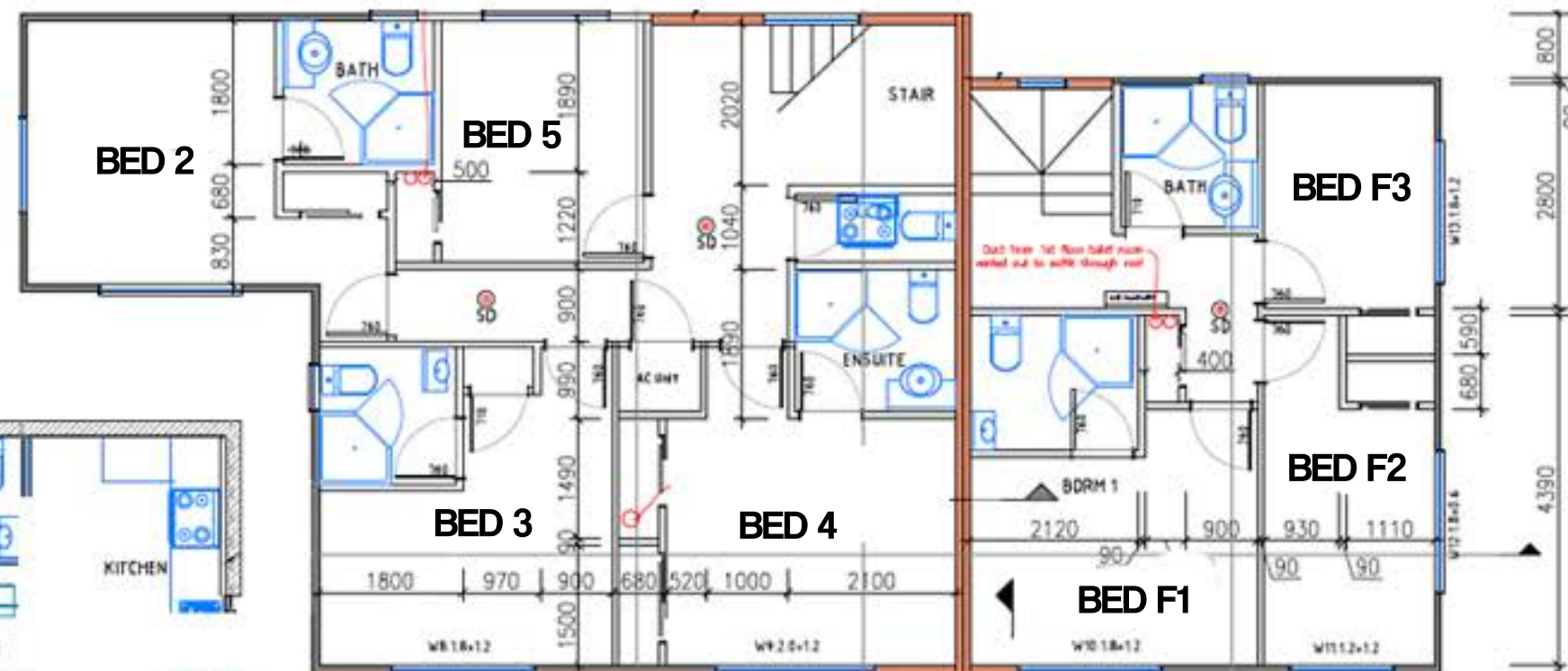
Car Parks



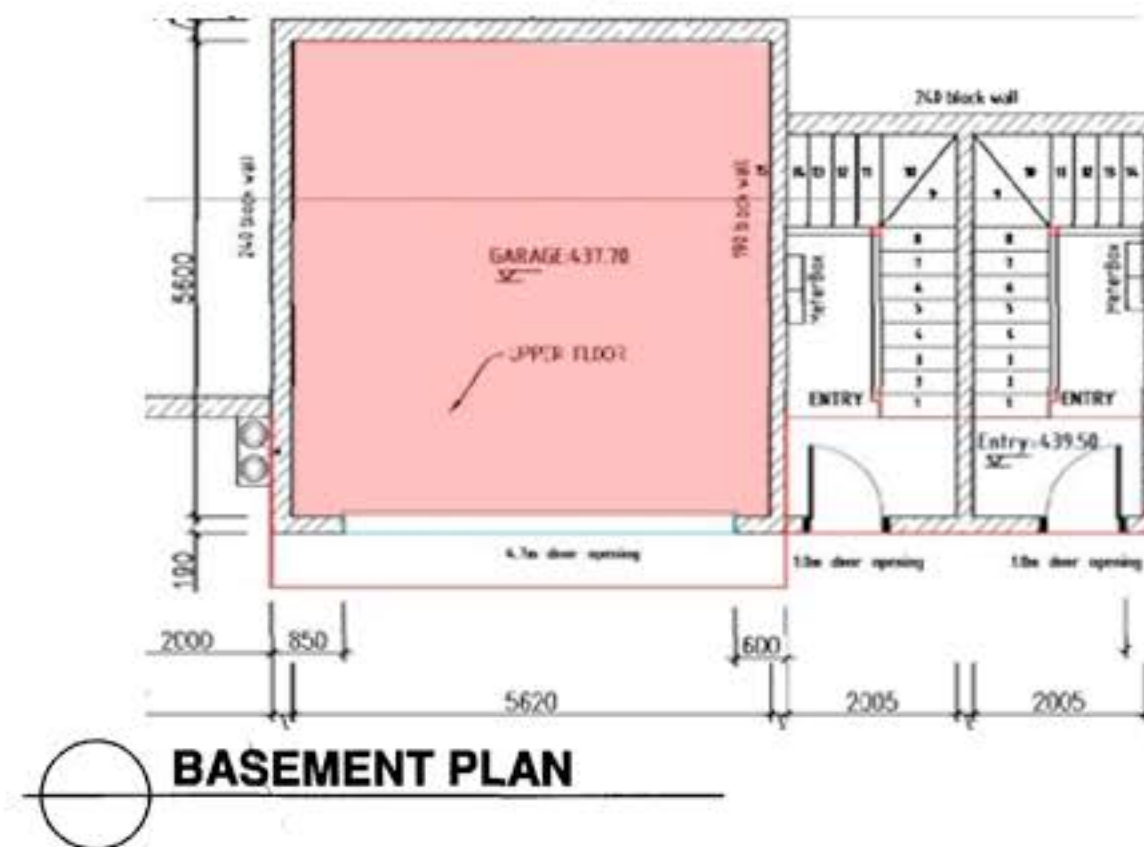
Outdoor Living Area



GROUND FLOOR PLAN



FIRST FLOOR - FLOOR PLAN



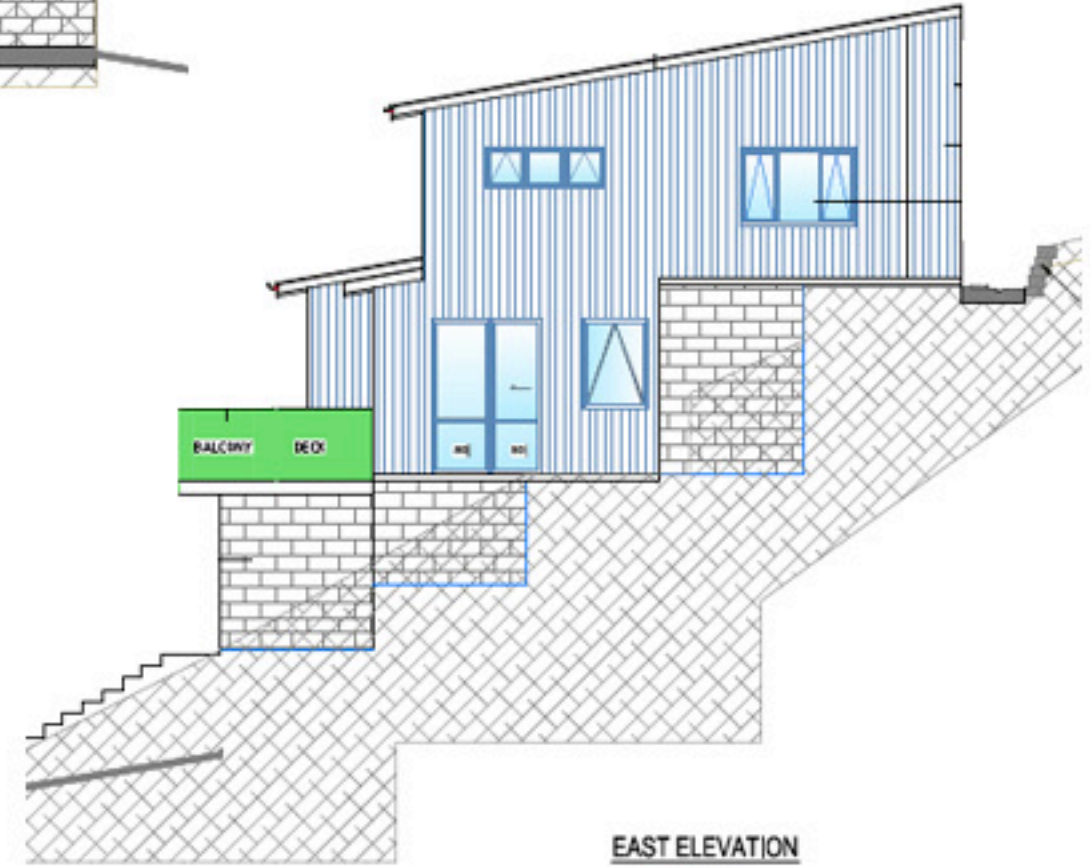
BASEMENT PLAN

VA Floor Plans 4 Luckie Lane, Queenstown

Version 2.0 - 10 June 2019



WEST ELEVATION
SCALE 1:100 ON A3



EAST ELEVATION
SCALE 1:100 ON A3



SOUTH ELEVATION
SCALE 1:100 ON A3