

APPLICATION AS NOTIFIED

Nature Preservation Trustee Limited

(RM210542)

**Submissions Close
16 December 2021**

FORM 12

File Number RM210542

QUEENSTOWN LAKES DISTRICT COUNCIL

PUBLIC NOTIFICATION

Notification of an application for a Resource Consent under Section 95A of the Resource Management Act 1991.

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

Nature Preservation Trustee Limited

What is proposed:

Application under Section 88 of the Resource Management Act 1991 (RMA) for landuse consent to construct a residential unit with associated earthworks and landscaping.

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

492 Wanaka-Mount Aspiring Road, Wanaka (Lot 2 Deposited Plan 395762 held in Record of Title 382239)

The application includes an assessment of environmental effects. 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).

Alternatively, you can view them on our website when the submission period commences:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM210542 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Sarah Gathercole, who may be contacted by phone at 03 441 0465 or email at sarah.gathercole@qldc.govt.nz

Any person may make a submission on the 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:

16 December 2021

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 (Nature Preservation Trustee Limited) as soon as reasonably practicable after serving your submission to Council. The applicant's contact details are:

C/- Sean Dent
sean@southernplanning.co.nz
Southern Planning Group
Cromwell House, 1 The Mall, Cromwell, 9310

QUEENSTOWN LAKES DISTRICT COUNCIL



(Signed by Wendy Baker, Independent Commissioner pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: 18 November 2021

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 OR
FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 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: **Nature Preservation Trustee Limited**
(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust: **Janice Hughes - Director**

*Postal Address: **Aspiring Law Ltd. 62 Ardmore St. Wanaka**

*Post code:
9305

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

*Email Address: **janice.hughes@aspiringlaw.co.nz**

*Phone Numbers: Day **034430911**

Mobile: **0274342789**

*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: **Southern Planning Group - Attention: Sean Dent**

*Phone Numbers: Day

Mobile: **021946955**

*Email Address: **sean@southernplanning.co.nz**

*Postal Address: **PO BOX 1081 QUEENSTOWN**

*Postcode:
9348



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: **Janice Hughes**

*Postal Address: **Aspiring Law Ltd. 62 Ardmore St. Wanaka**

*Post code:
9305

*Please provide an email AND full postal address.

*Email: **janice.hughes@aspiringlaw.co.nz**



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 development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf.

*Please select a preference for who should receive any invoices.

Details are the same as for invoicing ☒

Applicant:



Landowner:



Other, please specify:

*Attention: Janice Hughes

*Email: janice.hughes@aspiringlaw.co.nz

[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:

492 Wanaka Mount Aspiring Road , Glendhu Bay Wanaka

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

Lot 2 Deposited Plan 395762

District Plan Zone(s): Rural ONL.



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

Please contact SPG to arrange a site visit to confirm any health and safety requirements prior to undertaking a site visit. There is a coded gate providing access over the Ruby Island Airstrip that restricts access to the site.



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:

Erin Stagg



CONSENT(S) APPLIED FOR // * Identify all consents sought



Land use consent



Subdivision consent



Change/cancellation of consent or consent notice conditions



Certificate of compliance



Extension of lapse period of consent (time extension) s125



Existing use certificate



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC



Controlled Activity



Deemed Permitted Boundary Activity

If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process



BRIEF DESCRIPTION OF THE PROPOSAL //

* Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal

*Consent is sought to:

Construct a replacement residential dwelling with associated earthworks and landscaping



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

Is consent required under a National Environmental Standard (NES)?

- NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website

<https://environment.govt.nz/publications/national-environmental-standard-for-assessing-and-managing-contaminants-in-soil-to-protect-human-health-information-for-landowners-and-developers/>

You can address the NES in your application AEE OR by selecting ONE of the following:



This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m³ per 500m²). Therefore the NES does not apply.



I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

NOTE: depending on the scale and nature of your proposal you may be required to provide details of the records reviewed and the details found.



OTHER CONSENTS // CONTINUED

☐

I have included a Preliminary Site Investigation undertaken by a suitably qualified person.

☐

An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.

☒ Any other National Environmental Standard

☐

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



INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application 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, topographical features, buildings etc.

☒

A site plan at a convenient scale.

☒

Written approval of every person who may be adversely affected by the granting of consent (s95E).

☒

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered along with any other relevant matters, for example if a consent notice is proposed to be changed. Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications [electronically](#) – please see Appendix 5 – [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



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.



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](#).



FEES INFORMATION // CONTINUED

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.

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](tel:034410499) 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.

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 must be paid prior to or at the time of the application and proof of payment submitted.

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 00(If paying from overseas swiftcode is – BKNZNZ22)



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

*Reference **RMNPTL**

*Amount Paid: Landuse and Subdivision Resource Consent fees - please select from drop down list below

\$4065 - New Rural General dwelling not on building platform

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

*Date of Payment **6/22/21**

Invoices are available on request



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 within 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 within the Fees Information section.



PLEASE TICK

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 **Sean Dent**

Firm/Company **Southern Planning Group**

Dated **22.06.21**

**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.

UNDER THE FOURTH SCHEDULE TO THE ACT:

- An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
 - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
 - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
 - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
 - (g) the locations and areas of land to be set aside as new roads.

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 Roading)

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

OR Submit an Estimate request *please note administration charges will apply



Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

If the consent authority determines that 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.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the Act.

While it is not essential that your documents are named the following, 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

Engineering Report

Assessment of Environmental Effects (AEE)

Geotechnical Report

Computer Register (CFR)

Wastewater Assessment

Covenants & Consent Notice

Traffic Report

Affected Party Approval/s

Waste Event Form

Landscape Report

Urban Design Report

Ecological Report

NATURE PRESERVATION TRUSTEE LIMITED

RESOURCE CONSENT APPLICATION TO REPLACE AN EXISTING RESIDENTIAL UNIT

June 2021

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1.0 THE APPLICANT AND PROPERTY DETAILS

Site Address:	492 Wanaka-Mt Aspiring Road.
Applicants Name:	Nature Preservation Trustee Limited
Address for Service	Nature Preservation Trustee Limited C/- Southern Planning Group PO BOX 1081 QUEENSTOWN, 9348 sean@southernplanning.co.nz
Site Legal Description:	Lot 2 Deposited Plan 395762 as held in Record of Title 382239.
Site Area:	The total site area is 7.6664 Hectares.
ODP Zoning:	Rural General Zone (Outstanding Natural Landscape).
PDP Zoning (Stage 1):	Rural (Outstanding Natural Landscape).
PDP Zoning (Stage 2)	N/A
PDP Zoning (Stage 3 & 3(b))	N/A
Brief Description of Proposal:	<p>Land use consent is sought to replace the existing 650m² two storey residential unit with a new 2,008m² residential unit with attached garage and 449.95m² implement/storage shed.</p> <p>The proposal involves earthworks to construct most of the replacement residential unit in a sub-terranean manner. The proposal also involves substantial landscape and ecological planting.</p>

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

List of Information Attached:

Appendix [A] – Site Location Plan

Appendix [B] – Record of Title & legal Encumbrances

Appendix [C] – The Sanctuary Vision

Appendix [D] – Ecological Natives Plant Growth Report Stage 1 June 2017

Appendix [E] – Ecological Natives Plant Growth Report Stage 2 May 2019

Appendix [F] – Sorted Architecture Plans

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Author



Mr Sean Dent
BRS, Assoc. NZPI
DIRECTOR

June 2021

2.0 SITE DESCRIPTION AND RECEIVING ENVIRONMENT

2.1 Site Description

The 7.6664 Hectare site subject to this resource consent application (**the application**) is located above the north-western shoreline of Roy's Bay on Lake Wanaka. Specifically, the roughly wedge-shaped site sits approximately 80m from the wet bed of Lake Wanaka.

The Queenstown Lakes District Council (**Council**) owned and administered Damper Bay Lakeside Recreation Reserve lies between the subject site's eastern boundary and Lake Wanaka.

Above the eastern boundary of the site is a 'ledge' with a varying width of approximately 40m – 60m and approximately 230m in length. This ledge contains an existing 650m² two level, schist clad residential unit which was constructed on the subject site in 1998. This residential unit sits upon a flat platform at a contour of approximately 325masl. This is approximately 40m vertically above the shoreline of Lake Wanaka and therefore affords the existing residential unit expansive and panoramic views across Lake Wanaka.

The 'ledge' contains most of the domestic curtilage for the existing residential unit with manicured lawns, established gardens and outdoor living areas and amenity tree planting. In the north eastern corner of the site and slightly below the main 'ledge' is a secondary but much smaller curtilage area of modified lawns, gardens and amenity tree plantings of Oaks, Willows and Douglas Firs.

The topography of the subject site descends steeply away from the established residential unit and its associated curtilage areas in an easterly direction through outcrops of schist rock and towards Lake Wanaka. To the west or rear of the existing residential unit the topography ascends toward a north-south running schistose ridge which bisects the site roughly in half.

The relatively uniform ridge is not a prominent landform on the ground when viewed in the context of the surrounding, hummocky landscape, with a maximum high point of approximately 335masl. The ridge landform displays protrusions of schist and is mostly covered in exotic grass with a scattering of scrub species (mostly matagouri but also some planted native species).

Below and to the west of this landform the site contains rolling topography, a series of small hills and gullies cloaked in exotic pasture grass falling away to the western boundary of the site which forms part of the adjoining private airstrip called, 'Ruby Island Airstrip'. Several exotic woodlots have been planted in irregular shaped patches over the hummocky landforms generally to the southwestern side of the property.

The subject site is accessed via a tree lined sealed driveway in the north west of the site. This driveway branches off a shared driveway that commences from Wanaka - Mt Aspiring Road some 650m north west of the subject site and which traverses through the neighbouring land legally described as Lot 1 Deposited Plan 24014.

This shared access way descends gently through a line of amenity trees below the Wanaka-Mt Aspiring Road for approximately 275m. At this point, the vehicle access crosses the Ruby Island Airstrip and access is restricted by a solid wooden gate controlled by a keypad to enable access.

In addition to the coded gate access, there is existing warning signage and a flashing warning light. When pilots are coming into land or alternatively, departing from the airstrip, the lights can be activated via radio frequency from the aircraft and afford users of the vehicle access an advanced warning of any imminent aircraft arrivals or departures.

The applicant has legal rights to use the airstrip as will be described in Section 3.0 of this application.

A site location plan is contained within **Appendix [A]**.

The Record of Title and legal encumbrances for the site subject to this application and the site containing the shared vehicle access are contained within **Appendix [B]**.

2.2 Receiving Environment.

The receiving environment is a combination of landscape features and land uses. As identified above, the site sits approximately 80m from the western shoreline of Roy's Bay, Lake Wanaka. Ruby Island is situated approximately 1.12 kilometres east of the subject site.

The Damper Bay Lakefront Recreation Reserve is situated between the site's eastern boundary and the shore of Lake Wanaka. This Recreation Reserve contains the popular Millennium Trail that extends around the western shore of Roy's Bay beneath the subject site and further west to Glendhu Bay.

The area of the Damper Bay Lakefront Recreation Reserve beneath the subject site has been subject to a major native plant restoration exercise throughout 2017 by the Te Kākano Aotearoa Trust.

This Trust is a Wanaka community-based native plant nursery that specialises in propagating plants of local origin (Upper Clutha region) and using these plants for localised native habitat restoration. They work with local community groups, schools, organisations & businesses in the effort to promote hands-on community land care.

This area referred to as “The Weka Block”¹ by the Trust has seen up to five hundred native plants established in this area in 2017. The applicant has supplied water to this area to aid in plant establishment and growth.

To the immediate north of the subject site lies a 29Ha rural landholding legally described as Lot 1 Deposited Plan 24014 and owned by Trilane Industries Limited. On 31st October 1996, the Queenstown Lakes District Council granted resource consent RM950951 to Trilane Industries Limited on a non-notified basis following a hearing before the Wanaka Resource Management Hearings Committee on 30 April 1996 and 28 May 1996.

RM950951 authorised the use of the residential dwelling constructed on Lot 1 DP 24014 for a lodge for up to twelve guests at any one time. This is known as Whare Kea Lodge.

Trilane Industries Limited holds rights for the arrival and departure of helicopters from the lawn to the east of the lodge pursuant to Consent Order for RM960392.

This Consent Order provides for the following aircraft movements:

- 500 helicopter flights per annum.
- 35 helicopter flights per week.
- 12 helicopter flights per day.
- Limited to private use of the landowner. and
- Limited to commercial use for guests staying at the lodge.

Beyond the Trilane Industries Limited site exists another rural property with an established residential unit overlooking Lake Wanaka – Section 6 Blk XIII Wanaka SD. Both properties run in an east to west aspect from the Dampier Bay Lakeside Recreation Reserve to Wanaka-Mt Aspiring Road.

Most of these sites are typically rural in character but Trilane Industries Limited in conjunction with the subject site, contains the Ruby Island Airstrip. This airstrip is authorised pursuant to resource consent RM160501 to enable the arrival and departure of fixed wing aircraft up to a maximum of four flights per day and 12 flights per week.

The land further to the north of these sites and owned by the Apres Demain Limited is largely productive pastoral land. The property contains a couple of farm sheds and a dilapidated old cottage.

The subject site has gained consent for subdivision and the establishment of two residential building platforms as a result of a Consent Order following an appeal of resource consent RM100798 to the Environment Court.

¹ <https://www.tekakano.org.nz/ourprojects>

Immediately west and south west of the subject site are several rural allotments with established residential units. One of these sites, Lot 5 Deposited Plan 303826 owned by the Hogan's also incorporates a part of the Ruby Island Airstrip.

Further to the west and immediately across the Wanaka-Mt Aspiring Road are two properties of 13ha and 16ha in size respectively which are owned by Tuohy's Limited.

The larger block contains an existing residential dwelling and numerous farm buildings set amongst a significant number of trees.

To the south of these properties lie two 17Ha blocks owned by the Norman's. The southern-most block located at 449 Wanaka-Mt Aspiring Road contains an existing residential dwelling. The other block is free of built form and contains no approved residential building platform.

To the south again and encompassing all the land further to the west of the abovementioned properties lies the pastoral farming operation of Alpha Burn Station which ascends the steep slopes of Roy's Peak to approximately 1578masl.

The Department of Conservation administered Roy's Peak walking track and carpark exists approximately 880m north-west from the end of the Ruby Island airstrip.

Overall, the receiving environment is one of an Outstanding Natural Landscape framed by the backdrop of mountain peaks and the open natural character of Lake Wanaka.

Situated between the Lake shore and mountain tops is an environment typically pastoral in nature with an established low density rural living environment contained within the lower elevation and rolling topography of the landscape.

2.3 Legal Encumbrances

There are four legal encumbrances (Land Covenants) registered against the Record of Title for the applicant's site that is subject to this application. These are discussed in turn below:

Land Covenant 937746.2

This is a private Land Covenant between Trilane Industries Limited and a previous landowner of the site before it was subdivided into its current configuration. The Land Covenant sets out the party's agreements regarding

access to, maintenance, and cost sharing of the Right of Way access, power and telecommunications, and potable water supply.

The Covenant also contains a trade competition clause restricting the development and use of the subject site for commercial visitor accommodation purposes.

This Land Covenant is not considered to be an impediment to the development proposal.

Land Covenant 5504880.10

This is a private Land Covenant between the owner of the subject site and the purchasers of additional sections when the site was subdivided to create additional rural living allotments. This Land Covenant requires that a wetland (contained on Lot 1 DP 395762) be maintained as if it were a natural wetland in accordance with good land care practice.

No earthworks, or other physical alteration of the topography of the wetland area or diversion of water from the wetland is permitted to be carried out.

This Land Covenant and its controls do not affect the development proposal.

Land Covenant 5504880.19

This is a private Land Covenant between a previous owner of the subject site and the landowners of the adjoining rural living sections outlining the same wetland Covenants as described above.

In addition, the Covenant also specifies that no party shall object to any resource consent application made for the arrival and departure of fixed wing aircraft and helicopters.

This Land Covenant is not considered to be an impediment to the development proposal.

Land Covenant 6021766.1

This is a private Land Covenant between the parties with rights to utilise the Ruby Island Airstrip regarding liabilities associated with its use and a further non-objection clause to its use which applies to the parties and their successors in title.

The Land Covenant is not considered to be an impediment to the development proposal.

A full copy of the Records of Title and the abovementioned Encumbrances is contained within **Appendix [B]**.

2.4 Affected Party Approvals

As will be discussed in Sections 7.0 – 9.0 below, no parties are adversely affected by the proposal.

3.0 RESOURCE MANAGEMENT BACKGROUND

The applicant's site has the following relevant resource management planning background and future requirements:

RC930005

This resource consent was granted by the Council on 28 January 1993 and authorised the subdivision of a 52.85Ha land holding legally described as Sections 3, 4, and 5, SO 962 and held in Certificate of Title 5B/492 into two lots.

Lot 1 DP 24014 and Lot 2 DP 24014 (the subject site) were established when this subdivision was given effect to.

RM950258

This resource consent was approved by the Council on 21st August 1995 and authorised the construction of a residential unit on the subject site. This approved residential unit was located closer to the lake than the residential unit that presently exists on the subject site.

This consent was never exercised.

RM970371

This resource consent was granted by the Council on 19th January 1998 and authorised the construction of the existing 650m² two level residential unit that presently exists on the subject site. The proposed residential unit was to be built instead of that previously approved by RM950258.

At the time of this development the subject site was legally described as Lot 2 Deposited Plan 24014 and was approximately 23 hectares in area. The site contained one other residential unit being a farm cottage dated from the 1880's – 1890's located near the Wanaka-Mt Aspiring Road.

Unknown

After the resource consent RM970231 was approved the applicant obtained approval for a subdivision of Lot 2 Deposited Plan 24014 (the subject site) to create two separate allotments. Lot 1 DP 26906 being 1.0Ha in area and containing the old farm cottage and Lot 2 DP 26906 being 22.2790Ha in area and containing the residential unit approved by RM970371 were established.

The only record found on QLDC's E-Doc's system of this proposal is a copy of DP 26906 prepared by Patterson Pitts Partners and dated May 1998. The subdivision consent number and associated file has not been uncovered.

RM990230

This was an application for subdivision consent to subdivide land within the Rural General zone to create five rural residential allotments. The subject land was comprised in two titles and contained two existing dwellings. Specifically, the land was legally described as Lots 1 and 2 DP 26906 held in Certificate of Title 18D/827 (containing one hectare), and 18D/828 (containing 22.2790 hectares). The application was notified. A total of three submissions were received, one conditionally in support and two in opposition.

In its decision of 9 December 1999, the Council granted consent for proposed Lots 1,3,4 and 5, subject to conditions but declined consent for proposed Lot 2. Proposed Lot 1 contained the residential unit approved by RM970371 and Proposed Lot 4 contained the existing farm cottage.

As a result of the existing buildings no building platforms were identified on these proposed allotments as was the case with proposed Lots 3 and 5. The Upper Clutha Environmental Society, being a submitter on the original application filed an appeal with the Environment Court.

Following mediation, the parties resolved their concerns, and the Environment Court upheld the original Council decision by way of Consent Order dated 16th July 2001.

RM000731

This resource consent was granted by the Council on 17 October 2000. It was not actually a resource consent but an approval to establish a Right of Way under Section 348 of the Local Government Act.

Specifically, this ROW Easement established the reciprocal rights of access and use of the Ruby Island Airstrip by Lots 1 and 2 DP 24014.

RM070097

On 27th March 2007, the Council granted consent to a boundary adjustment subdivision. This subdivision sought to reduce Lot 1 DP 303826 (the subject site) from 10.9082Ha to 7.5312Ha and increase the adjacent western Lot 3 DP 303826 from 4.2848Ha to 7.6630Ha. The boundary adjustment subdivision was given effect to with the new titles for the sites issued on 27th March 2008.

RM160501

This is a land use consent granted by the Council on 03 October 2016 and which authorises the use of the Ruby Island private airstrip for the arrival and departure of fixed wing aircraft. The consent authorises a maximum of 12 flights per week and 4 four flights on any one day.

The applicant has rights to use this consent.

RM181171

This was a previous resource consent application sought by the applicant to remove the existing two storey residential unit and replace it with a large mostly subterranean, residential unit and accessory building.

Due the subterranean nature of the building, intended to hide most of the built form from view, the proposal included a large volume of associated earthworks and ecological and landscape mitigation planting.

The proposal was ultimately granted by the Council on a non-notified basis on 02nd July 2019.

The adjacent neighbour (Trilane Industries Limited) subsequently lodged a judicial review of Council's decision on 20th December 2019. While the applicant ultimately conceded almost all the points on which a judicial review had been sought, Judge Dunnigham in her decision dated 10 July 2020, found that the Council had erred in its decision making.

Specifically, Judge Dunningham found that for the purpose of a notification determination, temporary adverse landscape effects, albeit from one viewpoint, that were described as more than minor notwithstanding which will ultimately be reduced to minor through maturation of landscape planting, are still a more than minor effect that requires notification.

In other words, the Council was required to consider both the temporary and permanent effects of the proposal for notification purposes rather than forming a substantive conclusion that the adverse effects would be mitigated to an appropriate (minor) scale in a short period of time.

The court ruled that the application was to be null and void. The applicant has subsequently advised Council that it will lodge an entirely new application (for substantially the same re-placement house although with additional visual improvements). This is the current application.

ORC Consents

The Otago Regional Council have considered their Plan Change 8 – Water Quality to be a matter of national significance and have requested that the Environmental Protection Agency (**EPA**) call in the Plan Change (along with Plan Change 7 – Water Permits) such that the decisions on the Plan Change will be made by the Environment Court.

This request was accepted by the Minister for the Environment. Subsequently the EPA notified the Plan Change 8 on 6th July 2020 and submissions closed on 17th August 2020. No hearing has yet been held.

In accordance with section 86B(3) of the Resource Management Act 1991 (RMA), Plan Change 8 has had legal effect from the date that it was notified. This important as Plan Change 8 contains new Rules for "Sediment from earthworks for residential development"²

Specifically, where earthworks for residential development exceed 2,500m² in area, a Restricted Discretionary Activity Consent is required pursuant to Rule 14.5.2.1.

As will be detailed below, this proposal will be substantially more than the 2,500m² area and consent will be required under this Rule. The applicant has not sought this consent at the time of lodging this current application but will accept an advice note on the QLDC decision specifying that any consents required under the ORC Plan Change 8 are to be obtained before works commence.

² Plan Change 8, Part G, pages 58 – 69, https://www.epa.govt.nz/assets/FileAPI/proposal/NSP000045/Applicants-proposal-documents/Omnibus_Plan_Change_Plan_Change_8.pdf

4.0 DESCRIPTION OF THE PROPOSED ACTIVITY

Land use consent is sought from the Queenstown Lakes District Council to replace the existing residential unit on the subject site with a new, mostly subterranean, residential unit and associated accessory building.

The proposal involves earthworks and ecological landscape planting. The proposal is described in detail below.

4.1 The Sanctuary Project – Project Background

The applicant purchased the subject site in 2016 with the overall goal of enhancing the lakeside flora and fauna for existing and future generations. Part of this overall goal is to reduce the visual impact on the landscape of the existing residential unit by replacing it with a more subservient built form architecturally designed to be sympathetic with the landscape.

The project has four main objectives as outlined below:

- Reduce the existing visible domestication of the landscape.
- Decrease the visible residential development in the area.
- Improve the overall amenity values for the area.
- Remedy and mitigate existing adverse effects that have arisen from the construction of the existing residential unit and associated curtilage area.

The sites ecological restoration is also aligned with similar planting undertaken in the Damper Bay Lakeside Recreation Reserve by Te Kakano in 2017. An overview of the applicant's vision for ecological restoration of the site – referred to as “The Sanctuary Project” is contained within **Appendix [C]**.

As part of the applicants proposed ecological restoration plans for the property, they have already established 2,000 ecologically sourced native plants from Matukituki Nursery in September 2017. This is referred to as the Stage 1 (Areas A and B) planting.

A further 2,000 ecologically sourced native plants from Matukituki Nursery were established in May 2019. This is referred to as the Stage 2 (Area C and D) planting. Further Stage 3 (Area E) is proposed for Spring 2021.

The applicants Stage 1 and 2 plant growth records are attached as **Appendix [D] and [E]**.

4.2 Proposed Built Form

As described above, it is proposed to remove the existing two storey, 650m², residential unit from the subject site. In the same general area of this building's footprint, it is proposed to establish a new residential unit and accessory building.

The proposed residential unit and an attached garage will occupy a footprint of 1,176.74m² with a total GFA of 2,008m² and the single level accessory building a footprint of 449.95m².

In acknowledgement of the visually sensitive location, Sorted Architecture have designed the residential unit to be two storeys above existing ground level with a significant basement level hidden below, leaving only parts of the upper portion of the dwelling potentially visible from public places and discrete parts of neighbouring land away from the dwellings and curtilage areas.

The above ground portion of the proposed built form will measure 7.803m in height above original ground level when measured on the south western corner of the building and will have dimensions of 44.2m x 13.6m measured from the outside exterior walls. The first-floor roof line is slightly larger being 28.3m x 16.7m. The smaller 16.7m dimension will face toward the east and overlook Lake Wanaka.

The roof of the upper floor of the residential unit will not contain and chimneys, heat pump or air conditioning units or other similar roof top objects. Rather the roof will comprise a thin pitched fascia with chiselled soffit overhang to create a slender and delicate roof line that provides camouflaging shadows over the windows.

The soffit lining will comprise aluminium powder coated panels in either of the Dulux colours Flaxpod, Metropolis Coal Dust or Gunmetal Metallic all of which have an LRV of 10% or less.

The roof itself will be almost flat and comprised of Nuraply 3PM roofing membrane finished with a selected slate chip and will contain an internal gutter with a planter box system on the south elevation. This will enable climbing plants to run down the southern façade of this building.

Features such as the heating and cooling apparatus will be incorporated into the plant room (area 15) in the implement shed as illustrated on the Sorted Architecture Plans.

The aboveground part of the proposed residential unit will be setback from the site boundaries by a minimum of 29.2m in all directions. Specifically, the building sits approximately 29.2m from the east boundary, approximately

64.7m from the north boundary, and approximately 135.8m from the south boundary and 201.9m from the west boundary.

The windows of the aboveground portion of proposed built form are to be strategically set back beneath deep, overhanging eaves to reduce any potential glare. Further, it is proposed to utilise specialized low reflective 2% LVR glass. All glazing will be constructed in powder coated aluminium joinery coloured to match the soffit. Corten steel window shrouds will also be installed around some of the windows on the upper floor.

The cladding of the above ground portion of the building is proposed to be a mix of local schist stone veneer, horizontal timber wall cladding, exterior timber window shutters and garage doors made of Thermory Ash with a natural oil or stain finish and Glass Reinforced Concrete (**GRC**) facade panels in a light tussock/burnt grass colour.

The GRC panels will be constructed in a three dimensional, 20-40mm deep random face pattern to achieve camouflaging shadows to decrease the light reflectivity. The range of colours for this material that are proposed by the applicant have an LRV range of 18%-25%.

Portions of the building walls and the retaining walls along the driveway will be made from precast concrete panels with a LRV of 20% - 25%.

The roof of the above ground part of the implement shed and small parts of the subterranean roof structure that are not visible from outside the site (area 10 on the sorted architecture ground floor plan) will comprise a local schist stone ballast roof.

Most of the subterranean roof structure will be a living roof comprised of grasses, shrubs, and ground covers.

As noted above, most of the proposed built form will be constructed below ground level. Specifically, it is proposed to construct 66.18% of the proposed built form below ground level.

Five cave-like portals to the underground portion of the proposed built form will be subtly located in the steep hillside below the above ground part of the residential unit. Windows and doors to these portals are to be set back 2.5m from the natural surface of the hillside to ensure they are not visible from below.

The portals will be designed to have a natural appearance and will be clad in schist rock excavated from the subject site.

Selected grasses, ground covers and lichen will be established on and around the portals to blend them into the landscape. Outside the portals will be a flat area paved with schist flagstone pavers.

The exterior window joinery will be comprised of powder coated aluminium doors and windows coloured to match the soffit.

The internal layout of the proposed buildings comprises the following:

Basement Level

- Entrance / foyer
- Storage/Mudroom
- Elevator
- Garage/Implement Shed
- Open plan kitchen, dining, lounge
- Two additional lounge areas
- Scullery
- Media Room
- Plant/Utility room
- Sauna
- Gym
- Laundry
- Six bedrooms each with en-suite and two with walk in wardrobes
- Outdoor BBQ area and multiple private terraces
- Pool and Hot tub

Ground Floor Level

- Library/games room
- Studio
- Closet space
- Bathroom
- Elevator
- Study

First Floor Level

- Hobbies space
- Lounge
- Study
- Closet space
- Bathroom
- Elevator.

Note that the office space on this level contains a second kitchen. To be explicitly clear this is not to be utilised as a second residential unit or residential flat as defined in the Proposed District Plan. It is a convenience for the applicant as opposed to traversing through all three levels of the proposed building to use the kitchen facilities.

An accessory building/garage/implement shed is proposed to the immediate west and south west of the residential unit. This implement shed will also be partly subterranean and will have a stone ballast roof. This building will comprise a floor area of 449.5m² and the only external building elements will be the cedar garage doors and parts of the east facing concrete walls with a maximum light reflectance value of 20% - 25%.

In addition to the above residential unit and accessory building the applicant also proposes to establish an inground swimming pool and spa pool to the north of the proposed residential unit.

This swimming pool will comprise an area of 97.2m² (5.4m x 18m) and is by definition of building in the Proposed District Plan, an element of built form that also requires resource consent. A spa pool is also proposed with dimensions of 2.8m x 2.2m or 6.16m².

As identified above, the proposed built form has been architecturally designed by Sorted Architecture. A full set of the proposed architectural plans (site plans, elevations, cross sections, renders and materials palette) prepared by Sorted Architecture are contained within **Appendix [F]**.

In addition to the Sorted Architecture Plans, the applicant has prepared documentation that highlights the difference in visual effect between the existing and proposed residential units and which also identifies further changes that have been made to the design following Justice Dunningham's decision on the RM181171 decision.

These documents are contained in the following Appendices:

- **Appendix [G]** – Height Reduction – Replacement House.
- **Appendix [H]** – Additional Highlights and Improvements.
- **Appendix [I]** – Positive Visual Improvements – Replacement House.
- **Appendix [J]** – Summary of Visual Improvements – Replacement House.

4.3 Proposed Earthworks

To construct 66.18% of the proposed built form below ground level, the proposal requires consent for earthworks.

The proposal requires 20,800m³ of cut all of which will be re-used across the subject site as fill giving a total proposed volume of 41,600m³ of earthworks over an area of 17,500m².

The proposed earthworks will necessitate a maximum cut height of 7.2m near the north western end of the proposed accessory building and maximum fill depth of 5.3m in the area of redistributed fill on the west facing slopes behind the proposed built form.

The earthworks are proposed in four predominant areas. The first and most obvious is the excavation within and immediately adjacent to the building footprint to enable the siting of the basement floor of the proposed built form.

Second, most of the excavated material will be dispersed on the west facing slopes of the low-lying schistose ridge that runs north to south through the subject site and behind the proposed building location.

Third, it is proposed to establish a retaining wall and deposit fill over the existing curtilage area located north east of the existing residential unit up to a maximum depth of 2.0m in depth.

Along the driveway's western edge and the toe of the modified ridgeline that runs north to south behind the proposed residential unit it is proposed to construct a 1m high retaining wall with the slope above modified only slightly increasing the gradient but maintaining the existing ridgeline.

The eastern side of the driveway will comprise a double-sided schist clad wall ranging in height from 1.2m at the northern end to 3.0m at the entry to the residential unit.

The existing site contours, proposed site contours, earthworks plans, and cross sections have been prepared by C. Hughes and Associates. Copies of these earthwork plans are contained within **Appendix [K]**.

Given the scale of earthworks and proposed cut and fill depths, the earthworks have been subject to engineering and geotechnical investigation by GeoSolve. A copy of the GeoSolve report is attached as **Appendix [L]**.

As a result of the scale of the proposed earthworks the applicant has also obtained an assessment of construction noise effects by Acoustic Engineering Services Limited (**AES**). A copy of this report is contained within **Appendix [M]**.

Based on the expert advice of AES, it is expected that all earthworks and construction activities will comply with the noise and vibration limits of the Proposed District Plan.

4.4 Proposed Ecological and Mitigation Landscaping

As outlined above, the applicant proposes to and has already advanced a comprehensive ecological restoration project across the subject site. The planting plans prepared by Plot Landscapes are attached as **Appendix [N]**.

Specifically, the initial two stages of The Sanctuary Project have already been implemented on the subject site in 2017 and 2019 as evidenced by the applicant's plant growth records in **Appendix [D] & [E]**.

The applicant has carried out extensive pest eradication on the property by way of rabbit and hare trapping and has constructed an additional rabbit proof fence on the periphery of the subject site.

A total of 4,000 native plants have already been planted on the eastern (lake) facing slopes of the property in September 2017 and May 2019 and an extensive irrigation system has been installed to establish the plants and promote vigorous growth.

The masterplan for the sites ecological enhancement includes areas of native revegetation planting, predominantly on the eastern facing slopes above and below the proposed residential unit.

The native revegetation planting consists of a Kanuka shrubland mix, tall tree mix and a broadleaf plant mix. Native ground covering and climbing plants as well as lichens are proposed to be planted between and over the cave-like portals of the residential unit to aid them being successfully absorbed with their surrounds.

The proposed planting is first and foremost part of The Sanctuary Project's goal of ecological restoration – hence the applicant has already advanced the Stage 1 and 2 planting prior to having obtained resource consent. A further 750m² of planting (illustrated as Area E in **Appendix [N]**) is proposed to be completed in spring 2021 and before any guaranteed outcome on this resource consent is obtained.

The landscaping will also form a mitigation measure with respect to the proposed residential unit and the associated earthworks required in its construction.

Accordingly, a comprehensive ecological planting plan and landscape staging plan has been developed for the subject site and is proposed to be implemented and maintained in perpetuity by conditions of consent as mitigation for the proposed residential unit and associated earthworks.

This landscape plan includes retention of the majority of the existing amenity trees on the established terrace to the south of the proposed dwelling.

The cave like portal areas and the entire east facing slopes beneath the proposed residential unit will be planted in predominantly kanuka shrubland mix. Similarly, the ridgeline behind the proposed residential unit will be planted in a plant mix of native broadleaf and tall beech dominated mix.

Kanuka shrubland mix

- Kunzea ericoides (Kanuka)
- Coprosma propinqua
- Pittosporum tennuifolium
- Olearia odorata
- Olearia lineata
- Olearia avicenniaefolia
- Olearia hectorii
- Coprosma rugosa
- Coprosma tayloriae
- Coprosma crassifolia
- Coprosma virescens

In addition to the predominant Kanuka shrubland mix, the proposed landscaping includes tall plant mix and Broadleaf plant mix which contain the following species:

Tall plant mix

- Nothofagus solandri var. cliffortioides (Mountain Beech)
- Prumnopitys taxifolius
- Pittosporum tennuifolium
- Kunzea ericoides (Kanuka)
- Cordyline australis

Broadleaf Plant Mix

- Coprosma lucida
- Cordyline australis
- Hebe salicifolia
- Griselinia littoralis
- Pittosporum tennuifolium
- Phormium cookianum (Mountain Flax)
- Melicytus lanceolatus (Large leaf mahoe)

The proposed ecological planting will be undertaken at a density of generally 1.0m to 1.5m plant centres with all plants, mulched, staked, and planted with fertiliser. Planting will be undertaken such that groups of plants are

established adjacent to existing vegetation for shelter and where overhead irrigation exists to keep them maintained.

Larger grade natives will be planted at the southeast portals at strategic locations prior to and during construction to create accelerated screening. Specifically, eight 35 litre grade *Fuscospora cliffortioides* (Mountain Beech) will be planted at 5m centres to the south east of the cave portals following construction.

Due to the scale of the proposed ecological and landscape planting it is proposed that the landscaping be staged as follows:

Stage 1:

Areas A and B which were planted in Autumn 2017, and which comprise approximately 1,967m² and approximately 2,000 plants.

Stage 2:

Areas C and D which were planted in May 2019, and which comprise approximately 1,800m² and a further 2,000 plants.

Stage 3:

Area E which will comprise 750m² of Kanuka/shrubland mix which will be planted in spring 2021 and prior to any construction and earthworks commencing.

Area F which will comprise 1,580m² of tall beech dominated plant mix, native broadleaf plant mix, and maintenance of existing remnant native vegetation (matagouri) on the ridgeline behind the proposed residential unit.

Area F will be planted at the completion of the earthworks.

Area G will comprise the planting of Kanuka shrubland mix around and in between the proposed portals. This planting will be implemented as soon as possible post construction of the portals.

In addition to the landscape plan, a comprehensive landscape and visual assessment of the proposed development has been undertaken by Rough and Milne Landscape Architects.

Accompanying the Rough and Milne landscape assessment is a graphic attachment which includes a suite of visual simulations of the proposed development to support the analysis and assessment of the visual effects of the overall project.

A copy of this assessment and the graphic attachment is contained within **Appendix [O]**.

4.6 Proposed Access and Parking

As outlined above in Section 2.1, the subject site presently gains access from Wanaka-Mt Aspiring Road by way of a ROW Easement over Lot 1 Deposited Plan 24014 with a driveway from the north western site boundary to the existing residential unit.

This ROW Easement has a legal width of 10m although the formed and sealed carriageway is not established to the full legal width. No changes are proposed to the main vehicular access or the vehicle crossing from Wanaka – Mt Aspiring Road.

The ROW Easement instrument affords rights of access along and over the ROW on Lot 1 DP 24014 including, for the purposes of construction and development activities associated with a residential dwelling. This interpretation of the ROW Easement instrument has been confirmed following consultation with the applicant's solicitor, Mr Leckie of Lane Neave.

Within the boundaries of the subject site, the existing driveway will be moved in a westerly direction reducing its visibility from public places and will provide access to a manoeuvring area and a double garage within the basement level of the proposed residential unit.

In addition to this garage, the separate subterranean accessory building comprises six garage doors (five double and one single) enabling parking space for a minimum of six other vehicles.

The proposed car parking spaces are therefore significantly greater in number than the two car parks currently required per residential unit under the Proposed District Plan. A large manoeuvring area exists between the accessory building, the residential unit and amenity lawn ensuring that there is sufficient space for vehicles to manoeuvre and exit the subject site in a forward direction.

In terms of construction traffic, construction vehicles are entitled to use the ROW access as has been described above. However, it is important to note that while earthworks and construction vehicles will access the site, all excavated material is remaining on site. As such, there will be no haulage of excess cut material via heavy vehicle to and from the subject site.

In addition to the above, and based on the acoustic advice of AES, heavy vehicle movements to and from the subject site are proposed to be restricted to 0630 to 2000 hours from Monday to Friday, and 0730 to 1800 on Saturday.

4.6 Proposed Infrastructure and Servicing

As noted above, Batchelar McDougall have undertaken an engineering assessment that considers the infrastructure and servicing requirements of the proposed residential unit. A copy of this report is contained in **Appendix [P]**. Batchelar McDougall advise the following with respect to infrastructure and servicing:

Potable Water & Fire Fighting Storage

The subject site is already serviced by a potable water supply from an existing bore located on Lot 1 DP 24014. The applicant has also obtained consent from the Otago Regional Council (**ORC**) to drill their own bore. It is a Permitted Activity to abstract 25,000l/day of water from this bore and the applicant intends to provide a potable, firefighting, and irrigation water supply from this bore. A copy of the ORC land use consent and bore logs is attached as **Appendix [Q]**.

The applicant proposes to install four promax 30,000l underground water tanks in the slope behind the residential unit for potable, firefighting, and irrigation water. Three tanks will be solely for irrigation and fire-fighting purposes with 45,000l of the storage capacity dedicated to fire-fighting water supply for the proposed replacement dwelling which has a water classification of FW2 in accordance with SNZ PAS 4509:2003: New Zealand Fire Service Firefighting Water Supplies Code of Practise.

A SNZ PAS 4509 compliant fire-fighting coupling (water supply as flooded system from elevated storage tanks) will be provided on the easter side of the driveway north east of the proposed swimming pool.

The fourth 30,000l tank will be provided for potable water. All three tank locations and the fire-fighting coupling/hard stand location have been illustrated on the BMC plan in Appendix 13 of their report in **Appendix [P]** and the Sorted Architecture site plan in **Appendix [F]**.

Stormwater

The control and discharge of storm water run-off from the proposed built form and hard surface areas will be specifically designed at the time of building consent.

However, Batchelar McDougall have confirmed that the site will be well suited to discharge of storm water via collection in a Cirtex 'SmartSoak' Residential Stormwater Management System.

Stormwater run-off from and intercepted by the proposed vehicular access is proposed to be controlled by a series of swale drains with culverts that in turn disperse the water into the adjacent landscaped areas.

Wastewater Disposal

The subject site does not have access to a reticulated wastewater scheme, and it is therefore proposed to replace the existing on-site waste water disposal system and install an entirely new on-site waste disposal system.

Batchelar McDougall recommend the installation of an Innoflow treatment system comprised of an initial 6,000 L tank followed by 2 x Advantex AX20 treatment units.

The disposal area will comprise a conventional bed system and will be located on the terraced area at the northeast corner of the site and will take up approximately 40m² of area, adjacent to the Innoflow treatment tanks. This terraced area also allows for a 100% reserve area.

Power and Telecommunication Services

Power and telecommunication services already exist to the subject site and there are no known impediments to the continued provision of these services to the subject site and the proposed new buildings.

5.0 DESCRIPTION OF PERMITTED ACTIVITIES

When forming an opinion under Section 104(2) of the Act, the Council may disregard an adverse effect of the activity on the environment if a national environmental standard or plan permits an activity with that effect. This is referred to as the permitted baseline.

The concept of the permitted baseline is that effects of an activity may be disregarded should a plan permit an activity with that effect. If the permitted baseline is applied, it is only the effects over and above those which form part of the permitted baseline which must be considered by the Council.

The application of the permitted baseline is a discretionary consideration by the Council. In combination to considering the permitted baseline, for the purposes of the Section 104(1)(a) assessment under the Act, consideration must be given to the 'environment' of the site. The environment for the site includes the following:

- The current lawful state of the site at the time a resource consent application is considered by the Council.
- The future state of the site if 'live' resource consents are implemented where it is likely that such consents will be implemented.
- The future state of the site as it might be modified by the utilisation of rights to carry out permitted activities (and non-fanciful activities) allowed under a plan.

The current lawful state of the site has been well described in Section 2.0 and 3.0 of the application. It includes the existing residential unit, landscaping, curtilage areas, access, and the undertaking of a residential activity.

In terms of the future state of the site, there are no other resource consents registered against the subject site that are likely to be implemented in the future.

There are several Permitted Activities that could occur on the subject site including:

- Earthworks (as a standalone activity not associated with buildings) up to 1,000m³ in volume, 2.4m in height, 2m in depth, 2,500m² in area where the slope is 10° or greater, 10,000m² where the slope is less than 10° and where no more than 300m³ of clean fill is transported to and from the subject site.

- The exterior alteration of any lawfully established building where there is not an approved building platform on the site, subject to compliance with the Standards in Table 2 and Table 4 of Chapter 21 of the PDP including that the ground floor area shall not increase more than 30% in a ten-year period.
- Home occupation that complies with the Standards in Table 6 of Chapter 21.
- Farming activities such as the grazing of sheep and production of vegetative matter including associated cultivation, which comply with the Standards in Table 2 and 3 of Chapter 21 of the PDP.
- Landscaping/ecological enhancement planting provided that the tree species listed in Table 1 of Chapter 34 – Wilding Exotic Trees of the PDP is not undertaken.
- Removal of any of the existing non-indigenous landscaping on the site. Note that the underlying resource consents do not tie the existing dwelling to the maintenance and protection of any approved landscaping by way of condition or approved plan.

While there are a range of permitted activities that could be undertaken on the subject site, it is considered that the only activities of relevance are the removal of existing non-indigenous vegetation and the planting /ecological enhancement of the site.

These activities are already occurring with two stages of ecological planting (4000 plants) already having been established on the site in 2017 and 2019 respectively without resource consent having been obtained for the replacement residential unit and a further 750m² scheduled to be planted in spring 2021. Accordingly, this is not a fanciful permitted baseline.

While there is a relevant but modest permitted baseline that applies to the site, it is considered that the existing environment is the key element that the Council should apply when considering the effects of the proposed replacement residential unit and associated physical works.

6.0 STATUTORY CONSIDERATIONS

6.1 Queenstown Lakes District Plan

The Queenstown Lakes District Council has been reviewing its District Plan in Stages since August 2015.

In accordance with Section 86F of the RMA, a rule in a proposed plan must be treated as operative (and any previous rule as inoperative) if the time for making submissions or lodging appeals on the rule has expired and, in relation to the rule,

- (a) no submissions in opposition have been made or appeals have been lodged; or
- (b) all submissions in opposition and appeals have been determined; or
- (c) all submissions in opposition have been withdrawn and all appeals withdrawn or dismissed.

In this case, it is considered that all the relevant rules and standards in the Proposed District Plan can be treated as operative as they are no longer subject to appeal based on the Annotated Appeals Version of the Proposed District Plan dated December 2020.

Accordingly, the proposal does not trigger resource consent under the Operative District Plan.

6.2 Proposed District Plan

Under the Proposed District Plan the proposal requires the following consents (those in red are under appeal as indicated in the QLDC Proposed District Plan Annotated Appeals Version dated December 2020):

Chapter 21 - Rural

- A **Discretionary Activity Consent** for the use of land or buildings for residential activity except as provided for in any other Rule pursuant to Rule 21.4.9.
- A **Discretionary Activity Consent** for the construction of any building including the physical activity associated with buildings including, roading, access, lighting, landscaping, and earthworks, not provided for by any other Rule pursuant to Rule 21.4.11.

- A **Restricted Discretionary Activity Consent** whereby the ground floor area of the building exceeds 500m² in area pursuant to Standard 21.7.3.

Chapter 25 - Earthworks

While it is noted that the consent trigger listed above under Rule 21.4.11 includes earthworks associated with a building, the following Rules and Standards are triggered for completeness:

- A **Restricted Discretionary Activity Consent** pursuant to Rule 25.4.2 whereby the proposal exceeds maximum total volume of earthworks permitted in the Rural Zone (1,000m³) as identified in Table 25.2, Standard 25.5.6. A total volume of 41,600m³ of earthworks is proposed.
- A **Restricted Discretionary Activity Consent** pursuant to Standards 25.5.11.1 & 25.5.11.2 whereby the earthworks will exceed 2,500m² in area where the slope is 10 degrees or greater and 10,000m² where the slope is less than 10 degrees. Earthworks are proposed over 17,500m².
- A **Restricted Discretionary Activity Consent** pursuant to Standard 25.5.15 whereby the maximum height of cut will exceed 2.4m. The maximum cut is 7.2m.
- A **Restricted Discretionary Activity Consent** pursuant to Standard 25.5.16 whereby the maximum depth of fill will exceed 2.0m. The maximum fill depth is 5.3m.
- A **Restricted Discretionary Activity Consent** pursuant to Standard 25.5.17.2 where the cuts and batters for the '4wd tracks' will have cuts and batters that exceed 65 degrees.

6.3 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health ("NESCS")

All applications for resource consent need to be determined if they apply under the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health ("NES").

Under these regulations, land is actually or potentially contaminated if an activity or industry on the Hazardous Activities or Industries List (HAIL) has been, or is more likely than not to have been, undertaken on that land.

Therefore, the NES only applies to land that is potentially or actually affected by contaminants because of its historical and/or current use and the types of activities previously undertaken on the site.

We have undertaken a review of the consenting history for the subject site on E-Doc's (as outlined in Section 3.0 above. There is no indication of HAIL activities in the QLDC's consenting records.

It is our understanding that up until 1993 when the original 52.85Ha landholding was subdivided to create the subject site (RC930005) it had been part of the larger pastoral farming operation known as the Norman Farm and had been in that family for approximately 100 years.

At the time of subdivision, it is understood that the site contained an existing four-bedroom cottage, a dairy shed, woolshed, hay barn, and storage shed. The cottage, dairy shed, woolshed and storage shed are or were all located on what is now Lot 4 DP 303826.

The hay barn is or was located within Lot 1 DP 24014. All references to the use of the property in the historical QLDC consents we have reviewed indicate that the subject site was utilised for stock grazing purposes.

No sheep dips, wool sheds, storage sheds or other HAIL activities are known to have occurred historically within the legal boundaries of the applicant site as it exists today.

We have also reviewed the Otago Regional Council Hazardous Activities, Industries and Bores Search mapping resource³ and note that the subject site (and those immediately surrounding it) is not identified as a HAIL Site.

However, we understand that the subject site contains an on-site wastewater disposal system for the existing residential unit. Wastewater treatment is contained within Activity G6 on the HAIL register. As a result, the NES is considered to apply to the works on the applicant site.

No PSI or DSI is provided with the application and therefore the proposal must be assessed as a Discretionary Activity pursuant to Regulation 11 of the NES.

6.4 Overall Activity Status

Overall, the activity is considered to be a **Discretionary Activity**.

³ <https://maps.orc.govt.nz/portal/apps/MapSeries/index.html?appid=052ba04547d74dc4bf070e8d97fd6819>

7.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

The matters that must be addressed pursuant to Clauses 6 and 7 of the Schedule 4 of the Resource Management Act 1991 are detailed below.

7.1 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:

The proposed activity will not result in any significant adverse effects on the environment. Any effects there are, will be adequately remedied and mitigated. Alternative locations are therefore not considered necessary.

7.2 An assessment of the actual or potential effect on the environment of the proposed activity.

Introduction

Subject to Part 2 of the Resource Management Act 1991, the Council in considering this application pursuant to Section 104(B) of the Act, shall have regard to any actual or potential effects on the environment of allowing the proposed development to proceed.

In assessing any actual or potential effects on the environment of allowing the proposal to proceed, Schedule 4, Clause 7(1) of the Resource Management Act 1991 states that the following matters must be addressed.

- (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.*

The proposed development is considered to require an assessment of effects regarding the following matters:

- Effects on Statutory Acknowledgment Areas and Wahi Tupuna Sites.
- Special Circumstances.
- Effects on Landscape and Visual Amenity.
- Effects of Earthworks.
- Effects of Soil Disturbance on a HAIL Site.
- Effects of Construction Noise and Vibration.
- Effects on Infrastructure and Servicing.
- Positive Effects.
- Cumulative Effects.

Effects on Statutory Acknowledgment Areas and Wahi Tupuna Sites.

A Statutory Acknowledgement is an acknowledgement by the Crown of Ngāi Tahu's special relationship with identified areas, namely Ngāi Tahu's particular cultural, spiritual, historical, and traditional association with those areas (known as statutory areas).

The purposes of Statutory Acknowledgements are:

- to ensure that Ngāi Tahu's particular association with certain significant areas in the South Island are identified, and that Te Rūnanga o Ngāi Tahu is informed when a proposal may affect one of these areas.
- to improve the implementation of RMA processes, in particular by requiring consent authorities to have regard to Statutory Acknowledgements when making decisions on the identification of affected parties.

Of relevance to this proposal is that Lake Wanaka is listed in Schedule 36 of the Ngāi Tahu Claims Settlement Act 1998 as a Statutory Acknowledgment Area. Schedule 36 of this Act outlines the purpose of the statutory acknowledgement as follows:

Purposes of statutory acknowledgement

Pursuant to [section 215](#), and without limiting the rest of this schedule, the only purposes of this statutory acknowledgement are—

- (a) to require that consent authorities forward summaries of resource consent applications to Te Rūnanga o Ngāi Tahu as required by regulations made pursuant to [section 207](#) (clause 12.2.3 of the deed of settlement); and
- (b) to require that consent authorities, Heritage New Zealand Pouhere Taonga, or the Environment Court, as the case may be, have regard to this statutory acknowledgement in relation to Lake Wanaka, as provided in [sections 208 to 210](#) (clause 12.2.4 of the deed of settlement); and
- (c) to empower the Minister responsible for management of Lake Wanaka or the Commissioner of Crown Lands, as the case may be, to enter into a Deed of Recognition as provided in [section 212](#) (clause 12.2.6 of the deed of settlement); and
- (d) to enable Te Rūnanga o Ngāi Tahu and any member of Ngāi Tahu Whānui to cite this statutory acknowledgement as evidence of the association of Ngāi Tahu to Lake Wanaka as provided in [section 211](#) (clause 12.2.5 of the deed of settlement).

Regarding point (a) and Section 207 of that Act these states:

207 Distribution of applications to Te Rūnanga o Ngāi Tahu

- (1) The Governor-General may, on the recommendation of the Minister for the Environment, from time to time, by Order in Council, make regulations, as contemplated by clause 12.2.3 of the deed of settlement,—
 - (a) providing for consent authorities to forward to Te Rūnanga o Ngāi Tahu a summary of any applications received for resource consents for activities within, adjacent to, or impacting directly on statutory areas; and
 - (b) providing for Te Rūnanga o Ngāi Tahu to waive its rights to be notified pursuant to such regulations.
- (2) Nothing in any regulations made pursuant to this section will in any way affect the discretion of a consent authority as to whether or not to notify any application pursuant to sections 93 to 94C of the Resource Management Act 1991, and whether or not Te Rūnanga o Ngāi Tahu may be adversely affected under those sections.

Section 207(2): amended, on 1 August 2003, by section 105(1)(a) of the Resource Management Amendment Act 2003 (2003 No 23).

Section 207(2): amended, on 1 August 2003, by section 105(1)(b) of the Resource Management Amendment Act 2003 (2003 No 23).

In the context of the above legislation, it has and/or will be outlined throughout this AEE that Lake Wanaka is not immediately adjacent to the subject site, the applicant proposes no activity within Lake Wanaka and the proposal will have no environmental effects that extend beyond the boundary of the site and impact directly on Lake Wanaka itself.

Under Stage 3 of the Proposed District Plan (**PDP**) the Council identified numerous Wahi Tupuna sites throughout the District. Of relevance to this proposal is that Site 34 – Wanaka has been notified and included in the decision's version of Chapter 39 – Wahi Tupuna and the Stage 3 maps updated accordingly.

This Wahi Tupuna site is noted to hold Wāhi taoka, mahika kai, ara tawhito values. Figure 1. below illustrates the applicant site and the Wahi Tupuna Area.

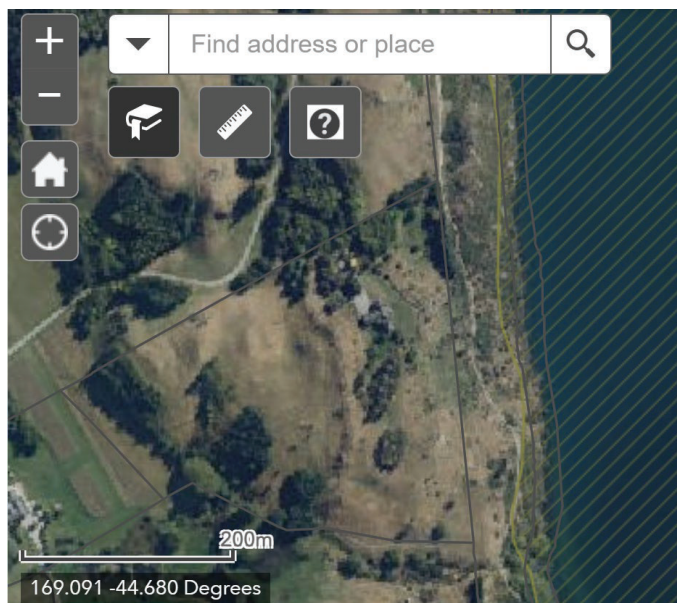


Figure 1. Subject Site with the Wahi Tupuna Overlay in hashed brown lines.

As can be seen in Figure 1. above, the subject site does not immediately adjoin the PDP's Wahi Tupuna overlay. For the most part, the overlay covers Lake Wanaka itself and only incorporates the lake margins adjacent to the site and below the Millenium Trail in the QLDC Recreation Reserve.

The applicant proposes no activity within the QLDC Recreation Reserve or the Wahi Tupuna overlay, and the proposal will have no environmental effects that extend beyond the boundary of the site and adversely impact directly on the Wahi Tupuna area itself.

Accordingly, while this Statutory Acknowledgement Area and Wahi Tupuna Site 34 are both located in the wider receiving environment, it is considered that the proposal will have a de-minimus effect on Ngāi Tahu's cultural, spiritual, historic, and traditional association to Lake Wanaka and the Wahi Tupuna Area.

Special Circumstances

Special circumstances were alleged in the judicial review proceedings of the RM181171 application. While those allegations were dropped before the hearing and this is a fresh application, it is still considered appropriate to comment on this matter for completeness.

The allegations of special circumstances in the abovementioned proceedings (and that such circumstances warranted public notification) noted the following reasons as to why such should apply:

1. The proposed residential unit was (and is in the current application) located within an ONL (which includes surrounding land and the surface of Lake Wanaka), and protection of that ONL, the natural character of the lake and its margins from inappropriate use, development and subdivision is a matter of national importance in achieving the purpose of the RMA (s 5).
2. Lake Wanaka is a Statutory Acknowledgement Area under the RMA (Schedule 11). The relationship of Maori and their culture and traditions with water is a matter of national importance in achieving the purpose of the RMA.
3. Between the lake and the subject site is a recreation reserve which contains the Millennium Walkway. The maintenance and enhancement of public access to and along Lake Wanaka is a matter of national importance in achieving the purpose of the RMA. Construction activity will be clearly audible and will cause adverse amenity effects. This was alleged to not enhance the public access along Lake Wanaka.

The proposed development is located within an ONL, and it is accepted that there is a requirement to protect such landscapes and the margins of Lake Wanaka in accordance with Section (6) of the Act.

However, to suggest that development within an ONL is of itself a special circumstance would be an overstatement as development within an ONL is not in itself “outside the common run of things”.

Each resource consent application must be considered on its own merits. The writer is aware of and has been involved in resource consent applications for subdivision and development in the ONL that have required public notification and others which have appropriately been processed non-notified.

Considering the scale of development proposed within the ONL, this proposal is not deemed exceptional. As identified above, 66.18% of the floor area of the proposed replacement dwelling is subterranean.

Further, Southern Planning Group has also been involved in the obtaining of land use consent⁴ for a similarly sized residential dwelling (only in part within an approved residential building platform), earthworks and landscaping on Roy's Peninsula which is an Outstanding Natural Feature (ONF). This resource consent including its variation⁵ to the earthworks and a subsequent consent for a tennis court⁶, were all granted on a non-notified basis.

The original land use consent authorised a residential dwelling with a footprint of 1,194.53m² with an additional 39.85m² of balconies. The consent approved a swimming pool, earthworks of 14,706m³ over 6,300m² and substantial indigenous vegetation and ecological enhancement planting. The approved dwelling was sited approximately 100m from the marginal strip around the edge of Lake Wanaka at Paddock Bay⁷.

11,070m³ of the 13,070m³ excavated material was intended to be removed offsite. The subsequent variation approved all excavated material to be retained on site such that the total earthworks volumes were 26,140m³ and the areas of fill alone were 21,800m² in area. Both the original resource consent and its variation were granted on a non-notified basis with no affected party approvals.

As such, it is not considered that the scale of development proposed in this application is so exceptional such that it represents a special circumstance that deserves more than a merits-based assessment of its effects.

⁴ QLDC Resource Consent RM081411, Seven J Trustee Limited

⁵ QLDC Resource Consent RM090975, Seven J Trustee Limited

⁶ QLDC Resource Consent RM110216 Seven J Trustee Ltd

⁷ Lakes Environmental Landscape Report for RM081411, prepared by Marion Read, dated 08 January 2009, paragraph 14

Regarding the proximity of the proposed replacement residential unit from Lake Wanaka and its margins and the Lake being a Statutory Acknowledgment Area, this too is not considered a special circumstance.

Using Google Earth, the eastern boundary of the subject site in front of the proposed replacement residential unit, sits approximately 70m from the lake edge. The proposed replacement residential unit sits approximately 30m further back from this boundary.

The proposed replacement residential unit has a finished floor level of 323.391masl for the basement level and contour information that has been reviewed illustrates the shoreline of Lake Wanaka to lie at approximately 285masl. The means at its lowest point, the replacement dwelling sits 38m vertically above the surface of Lake Wanaka.

With the comprehensive earthworks and site management conditions that are to be volunteered (discussed below) and this substantial separation distance, it is not considered that the presence and proximity of the Statutory Acknowledgement Area (or Wahi Tupuna overlay) warrant special circumstances.

It is also noted that in the Proposed District Plan Rule 21.5.4 specifies that a Restricted Discretionary Activity consent is required for any building if its proximity to Lake Wanaka was less than 20m. The proposal easily complies with this trigger point for resource consent.

It is considered that the proximity of and the Recreation Reserve status of the land between Lake Wanaka and the subject site and the maintenance and enhancement of public access along the Millennium Walkway (a section (6) RMA matter) does not warrant special circumstances being applied.

The proposed development will not at any point, constrain public access nor result in any off-site physical effects that materially alter the Recreation Reserve or the walking track. It is acknowledged that during construction and earthworks these activities will be visible and audible. Both visual and noise effects of these activities are temporary in nature. As will be discussed below, the temporary visual effects will be no more than minor, and the noise has already been identified above and in **Appendix [M]** to be a Permitted Activity.

Effects on Landscape and Visual Amenity.

The proposed development will result in two types of landscape and visual amenity effects. First are those of a temporary nature from demolition of the existing residential unit, through earthworks, construction of the new dwelling and through until maturation of the ecological and mitigation planting.

The second, are the permanent landscape and visual effects on the receiving environment once the built form is complete and the ecological and mitigation planting has matured.

Significant consideration has been given to the impact of temporary landscape and visual amenity effects of the proposal. To ensure these temporary effects are 'no more than minor' the applicant has substantially reduced the area and volume of earthworks and landform modification proposed when compared to the previous proposal.

Specifically, the earlier proposal sought a total of 38,000m³ of earthworks over an area of 31,000m². This current proposal involves 37,600m³ of earthworks over 17,000m².

Further, it is also proposed to stage the earthworks and landscape / ecological planting in accordance with the earthworks and construction schedule as outlined below. The following description is taken from the Rough & Milne landscape assessment:

Stage 1.

The initial Stage 1 earthworks will involve excavation of the driveway, water tank foundations, garage / shed platform and minor recontouring of the schistose ridge.

The earthworks in these areas will be completed within approximately three months from the issue of Resource Consent. The ridgeline / hillslopes north and south of the proposed dwelling and the fill area to the west will be immediately hydroseeded with a local pasture grass seed mix and areas of native species planted, including beech trees that will eventually form the backdrop to the proposed dwelling.

Stage 2.

Following Stage 1 earthworks, the basement level for the residential unit will be excavated, and excess fill will be spread over the west paddocks and hydroseeded with pasture grass. All excavated rock will be stockpiled for later use on site.

Stage 3.

The basement construction including portals will commence once excavation is complete and will continue over the next 18 months. Once the construction of the portals is complete, the east slope area (facing the lake) will be retained using onsite boulders and planted.

The earthworks will progress sequentially over stages 1 - 3 and diminish as each stage is completed so the full extent of earthworks will not occur at the same time.

The staging of earthworks will allow areas outside the immediate dwelling construction site to be established as pasture immediately following the completion of final contours and the proposed planting to occur.

The fill area will initially appear like or indistinguishable from a ploughed paddock and once pasture is established, the fill area will appear no different to the surrounding pastoral landcover.

Stage 4.

Construction of the above ground dwelling - Levels 2 and 3 will continue but the construction area will reduce and be restricted to the area immediately within the modified ledge landform.

Completion of the replacement dwelling is anticipated to be approximately two and a half years from issue of Resource Consent.

Accordingly, it is important to note that the full extent of earthworks will not be undertaken at any one time but will occur progressively in a sequence and diminish in volume and extent as each stage is completed.

Most of the excess cut material will be distributed at a relatively even depth over the undulating pasture behind and west of the internal ridge, except in localised dips where fill depth is increased. Rough and Milne note that this area is not visible from any public places except the Roy's Peak track where it is overlooked at approximately 2 km.

Although the surface area of fill may initially seem to be quite large, it will temporarily appear like a ploughed field prior to establishment of pasture and therefore typical of a rural landscape character. This description of visual effect is considered accurate.

Once pasture is established on the area of fill, it is Rough & Milne's opinion that to all intents and purposes the site will remain a modified rural pastoral landscape with an obvious glacial expression in places.

Rough and Milne also note that the earthworks have been designed to avoid the removal of much of the existing tree and shrub vegetation on the subject site including the woodlots and copse of silver birch located at the south end of the ledge upon which the replacement residential unit is proposed.

The final landform will respond to and / or mimic the existing underlying topography and feature schist outcrops which will remain exposed.

The established beech trees within the driveway island and alongside the existing driveway will also be retained, along with most of the northern boundary trees, the vegetation along the eastern scarp face and the trees along the south and southwestern boundary.

It is Rough & Milne's opinion that while the earthworks are still substantial in quantity, for the reasons outlined above, their temporary effects will not adversely affect the character of the landform to any more than a very low degree.

In terms of visual effects, Rough and Milne discuss in their assessment that there a multitude of reasons that affect the significance of visual effects. Of all the reasons discussed the most difficult to determine is the differing responses that individual viewers have to changes in views and amenity.

Specifically, as pointed out by Rough & Milne, individuals generally have differing responses on the changes to views and visual amenity depending on the context (location, time of day, season, degree of exposure to views) and the reason for being in a particular place.

The nature of the individual viewers combined with the distance from the site and scale of the proposal affects visual sensitivity. An informed observer looking for the site or a viewer who is very familiar with the site will be able to see it, but a casual observer will be less likely to see it given the scale of the site within the view.

In other words, a casual passing visitor is likely to be less sensitive to change than an observer who is more familiar with the view.

However, individual viewers are also likely to experience effects arising from the proposed development differently, depending on their sensitivity to change or seeing built structures in natural settings and the activity they may be engaged in. A viewer engaged in cycling or walking is likely to be focussed on the track and scenic features that draw their attention at a broad scale, such as the mountain peaks, lake shore interface, Wanaka township or the general scenic outlook across the lake. Viewers engaged in an activity will be less focussed on the detail of or unaware of the proposed development.

While Rough & Milne also note that those familiar with the area will be more likely to notice the change between the pre and post development activity and during construction particularly when earthworks are being undertaken and visually contrast with the surrounding landcover.

However, is Rough and Milne's opinion and one accepted by the writer, that construction effects are generally evident and different to permanent effects,

and subconsciously acknowledged as temporary and, in that sense, acceptable to viewers.

Nevertheless, there will be a period of construction where earthworks in particular will draw viewer's attention noting that visibility of construction does not automatically translate to adverse effects on amenity or landscape values.

In addition, the proposal intends immediate hydroseeding, planting and irrigation for a rapid establishment of vegetation over exposed earth. In this instance the viewers who are familiar with the track and outlook will likely be aware of the existing dwelling and cognizant that the proposal comprises a replacement dwelling.

In addition to the above, Rough & Milne have utilised the visual simulations in the graphic attachment attached to their landscape assessment to undertake an expert visual assessment of the temporary and permanent landscape character and visual amenity effects of the proposed development from 15 public viewing locations based on the existing and proposed landscape and ecological planting on the site as expected in 2025.

It is not intended to repeat the visual assessment for each of these locations. Rather considering the above matters, Rough and Milne have concluded that the temporary visual effects will be low from viewpoints 1, 2, 7(a), 7(b), 8, 9, 10, and 15.

From viewpoints 3, 4, 5, 6, 11, 12, 13, and 14 Rough & Milne conclude that the temporary visual effects will be Moderate – low.

In terms of their effects rating scale, moderate – low effects comprise minor loss of or modification to one or more key elements / features / characteristics, i.e., new elements that are not uncharacteristic within the receiving landscape and do not disturb the pre-development landscape character and / or landscape values.

Low adverse effects comprise very little material loss of or modification to key elements / features / characteristics. i.e., new elements integrate seamlessly into the pre-development landscape character and / or landscape values - below average in amount, extent, or intensity.

The expert landscape and visual assessment is accepted and therefore from public viewing locations, the temporary adverse visual effects will be no more than minor.

In terms of the permanent visual effects of the development, Rough & Milne note that for viewpoints 1, 2, 7(a), 7(b), 8, 9, and 10, the effects will be, very low, very low to negligible or no discernible effects.

From viewpoints 3, 4, 5, 6, 11, 12, 13, 14 Rough & Milne consider the permanent visual effects will be low.

From viewpoint 15 the visual effects will be negligible.

Utilising the Rough & Milne visual effects rating scale and determination of minor, in Appendix A and B of their assessment, the permanent visual amenity effects from these public viewpoints will (at worst) be no more than minor.

The effects of night lighting have also been given specific consideration in Rough & Milne's assessment. They note that the public viewpoint locations described above are not locations where the public would commonly be at night. As such, the lighting effects of the proposed built form are primarily considered from the residential areas on the eastern side of Bremner and Roys bays, some 2.9 – over 4 kms away and where Ruby Island doesn't obscure views.

Rough & Milne note that the design of the built form proposes large full height windows on the east elevation ground floor and upper floor facing the lake. These windows are considerably larger than the individual windows on the existing residential unit however, the rooms do not comprise the main living areas of the built form, which are located within the basement level.

Therefore, the likelihood of the upper floors being lit up at night will be low. Even so Rough & Milne consider that the large eaves over the east elevation will mitigate light spill from the east facing windows to the lake and corten shrouds, which surround the southern windows will also mitigate light spill towards the Wanaka township. This expert opinion is accepted.

Rough & Milne also note that the lighting effects of the proposed dwelling at this distance will be in the same vicinity as that of the existing residential unit so will not add lighting to an area that was previously unlit and furthermore any lighting will likely be part of a series of lights that will be afforded from other residential units in the same vicinity above the lake shore. Outdoor lighting will be in accordance with the Council's Southern Lighting Strategy and an External Lighting Plan will be submitted to the QLDC for approval prior to implementing exterior lighting on site.

Taking into account the lighting afforded by the existing residential unit, Rough & Milne confirm that overall adverse visual effects arising from lighting will be very low or less than minor.

Overall, the expert landscape advice of Rough & Milne is accepted, and subsequently it is considered that the temporary and permanent adverse visual effects of the proposal from public viewpoints will be no more than minor.

Effects of Earthworks

As identified in Section 4 of this application, the proposal involves a large amount of earthworks in terms of volumes, cut heights, fill depth and overall area.

There are several potential adverse environmental effects including the geotechnical feasibility of the proposed works, mitigation of the temporary nuisance effects (dust, silt mitigation, noise & vibration etc.) and the temporary and permanent landscape effects of earthworks and landform modification.

The temporary and permanent effects on the landscape have been addressed in the assessment of landscape and visual amenity effects above and considered to be no more than minor.

The temporary effects of construction noise and vibration are also addressed separately in the following section of this AEE and are considered no more than minor.

The following assessment is made in respect of geotech, natural hazards and other environmental effects of the proposed earthworks such as dust, sediment, and erosion.

In terms of the geotechnical feasibility of the proposed earthworks GeoSolve Limited have assessed the site and the proposed works and their report is attached **Appendix [H]**.

The GeoSolve Limited report confirms that there is no evidence of significant existing slope instability observed on the slopes below the proposed building, apart from several loose schist blocks. The building structure is setback approximately 7m from the crest of the slope, and the risk of future instability affecting the building is considered low.

However, GeoSolve recommend that inspection of rock exposed during construction excavations at the front of the building should be carried out to confirm stability. All construction cuts should be subject to inspection during construction, and if higher or steeper than outlined in Table 2 of their report, should be subject to specific design.

It is noted that there may be excavation within schist rock as part of the earthworks. Due to the variability of schist terrain, and the random

occurrence of secondary defects, GeoSolve recommend that a staged approach be adopted for the proposed excavation construction to enable any additional support requirements to be confirmed on a case-by-case basis. The following recommendations are provided in their report with respect to the proposed excavation in rock materials:

- Pilot cuts should be made in advance of the bulk excavation. Such pilot cuts should be supervised; controlled and logged by a geotechnical specialist and comprise small "slots" which due to their size, location, and depth will not pose a significant instability risk to adjacent sites. Observations made in the pilot cuts should be used to confirm any rock support requirements and the excavation construction sequence prior to proceeding with the bulk excavation.
- The bulk excavation should be completed in a staged manner and advanced in several small steps and bays. The depth and size of the excavation should increase with each stage of excavation. Based on previous local experience, GeoSolve recommends that all batters in schist are initially formed at 0.25H: 1.0V or flatter.
- Each new section of exposed cut face should be inspected by an engineering geologist or geotechnical engineer to confirm the ground conditions and verify any requirement for additional support measures or modification to the excavation sequence.
- The construction programme and budget should make appropriate allowance for the completion of a staged excavation sequence and the installation of additional stabilisation measures.
- Regarding fill slopes, GeoSolve Limited recommend that all un-retained fill slopes which are less than 3.0 m high should be constructed with a batter slope angle of 2.0H: 1.0V (horizontal to vertical) or flatter and be benched into sloping ground. Reinforced earth slopes could be considered if batters need to be steeper than 2.0H: 1.0V.

There are several retaining walls proposed and GeoSolve Limited have recommended all such walls should be designed by a Chartered Professional Engineer and that all temporary slopes for retaining wall construction should be undertaken in accordance with the design recommendations in Table 2 of their report.

GeoSolve Limited did not identify any groundwater in the test pits undertaken on the site but note that there is potential for such to develop because of the earthworks and heavy prolonged rainfall.

To ensure potential groundwater seeps and flows are properly controlled behind the retaining walls, the following recommendations are made by GeoSolve Limited:

- A minimum 0.3 m width of durable free draining granular material should be placed behind all retaining structures.
- A heavy duty non-woven geotextile cloth, such as Bidim A14, should be installed between the natural ground surface and the free draining granular material to prevent siltation and blockage of the drainage media.
- A heavy-duty (TNZ F/2 Class 500) perforated pipe should be installed within the drainage material at the base of all retaining structures to minimise the risk of excessive groundwater pressures developing. This drainage pipe should be connected to the permanent piped storm water system.
- Comprehensive waterproofing measures should be provided to the back face of all retaining walls forming changes in floor level within the dwelling to minimise groundwater seepage into the finished buildings.
- It is recommended that the retaining wall excavation batters are inspected by a suitably qualified and experienced Geotechnical Engineer or Engineering Geologist.

In terms of natural hazards that may have the potential to impact the proposed development GeoSolve Limited advises that the development is not located within any mapped slope instability features, liquefaction susceptibility areas or any other hazard features on the QLDC or GeoSolve databases. Due to the nature of the soils, shallow bedrock, and depth to water table there is no liquefaction risk on this site.

The expert advice and recommendations of GeoSolve are accepted. Accordingly, and subject to standard engineering conditions being imposed with respect to appropriate design and supervision of the earthworks and that such are undertaken in accordance with the Geosolve Limited report, it is considered that the potential effects of the proposal on geotechnical and natural hazard matters will be less than minor.

In terms of nuisance effects of earthworks (other than noise and vibration) these can include:

- Dust,
- Sedimentation; and
- Erosion

The proposal does involve earthworks that results in a large area of exposed soil due particularly to the dispersal of the excavated fill throughout the site. Accordingly, dust has the potential to create a nuisance even with the large separation distances from adjoining residential development.

It is considered that this is unlikely to be significantly different to the effects arising from working a paddock and seeding with new grass or crop (which is expected in the Rural Zone) however, the applicant still intends to control this temporary effect by ensuring that sprinklers are available to keep any areas of exposed soil damp during windy conditions and until such time as grass cover and/or ecological planting has been implemented. (noting that exposed soil will be re-grassed within 1 month of the completion of earthworks).

Water for the sprinklers will be provided from the applicants bore and their permitted daily ground water take of 25,000l/day.

The site presents some potential to generate silt runoff during heavy rainfall events and this would naturally drain downslope. There are effective systems for erosion control that can be implemented on the subject site such as but not necessarily limited to runoff diversion drains and contour drains, while for sediment control, options are earth bunds, silt fences, hay bales, vegetation buffer strips and sediment ponds. Only the least amount of subsoil should be exposed at any stage and surfacing established as soon as practical.

Notwithstanding the environmental controls outlined above, the proposed development falls into a 'high risk' category in terms of the QLDC Guidelines for Environmental Management Plans June 2019 for the following reasons:

- Project duration > 6 months
- Project which has > 1 hectare of land exposed
- Topography where any slope is greater than 15% (6.6 degrees)
- Soils with high erodibility (e.g., silts or other soil types with high silt content) as determined by geotechnical advice.

Accordingly, it is volunteered that conditions are imposed on resource consent decision, that prior to ground disturbance, the consent holder (or nominated Contractor) shall submit for review and acceptance, an Erosion and Sediment Control Plan (ESCP).

The ESCP is required to be prepared for all areas prior to disturbance including but not limited to bulk earthworks, stockpile and storage areas, and access and haulage tracks. Vegetation clearance for each section will not start until the ESCP for that section is accepted by QLDC and erosion and sediment control devices are installed in accordance with the ESCP.

The applicant volunteers that conditions are imposed on any resource consent decision that require the ESCP's development, implementation, revision, performance, and monitoring requirements to be undertaken in accordance with the QLDC Guidelines for Environmental Management Plans June 2019.

Subject to the implementation of such conditions on any resource consent decision and the requirement for the ESCP to be certified through an engineering acceptance process, it is considered that the potential nuisance effects of earthworks can be controlled such that they will be less than minor.

Effects of Soil Disturbance on a HAIL Site.

As outlined in Section 6.0 above, wastewater from the existing residential unit is currently disposed of on site. Wastewater treatment is listed as item G6 on the HAIL list.

In this case, and in the absence of either a full PSI or DSI, expert advice that I have received on other similar redevelopment proposals⁸, is that the proposal must be considered as a Discretionary Activity pursuant to NES Regulation 11.

Based on the expert advice received on other similar proposals, it is considered that the intention of the NES regulations is not to capture soil disturbance and protect humans from exposure from this type of contaminant. However, the NES does not explicitly exclude domestic wastewater systems from this category on the HAIL list.

Accordingly, to ensure that the risk of exposure from contaminants in the soil being exposed is mitigated, it is volunteered that a condition of consent be imposed requiring a contaminated site management plan (**CSMP**) to be developed by a suitably qualified and experienced practitioner for the earthworks in the vicinity of the existing septic tanks and wastewater disposal field.

The CSMP should be certified by the Council prior to any earthworks commencing on the subject site.

⁸ Expert advice received from Claude Midgley Environmental Scientist, MSc, CEnvP, Insight Engineering Limited. Advice received in regards to CODC subdivision and land use consent RC200206, where an existing dwelling contained a domestic wastewater disposal system.

The CSMP will ensure that workers are adequately protected from any contaminants disturbed during earthworks and it is noted that no soil is to be removed from the subject site.

Accordingly, the potential adverse effects because of disturbance to contaminated soil will be less than minor.

Effects of Construction Noise and Vibration.

In terms of noise effects, it is considered that the proposal will easily comply with the construction noise standards due to the significant separation distances from adjoining residential units and building platforms.

The potential construction noise effects have been modelled and assessed by Acoustic Engineering Services Limited who have confirmed that this is the case. Specifically, they have assessed the following noise generating activities:

- Noise from rock breaking activities.
- Demolition of existing dwelling.
- Noise from concrete, foundation, and retaining wall activities.
- Noise from cranes.
- Noise from vehicle movements.

The Acoustic Engineering Services Limited assessment confirms that in all worst-case modelled scenarios the noise from the above activities will result in full compliance with the applicable Proposed District Plan noise limits at all neighbouring properties. Accordingly, the effects of construction noise will be less than minor.

Notwithstanding, several recommendations are suggested to reduce the potential adverse effects of vehicle noise such as:

- Limit the arrival and departure times of heavy vehicles to between 0630 and 2000 hours from Monday to Friday, and 0730 to 1800 on Saturday.
- No engine brakes to be used in the vicinity of the site.
- Reversing beepers to be limited in terms of sound level and frequency of use.
- Discouragement of vehicles idling on site for extended periods of time. This could be included as part of the site foreman's responsibilities.
- No use of horns unnecessarily.

The applicant confirms that they will comply with the above recommendations and that these can be developed in a Construction Noise and Vibration Management Plan to be certified by Council prior to works commencing.

In terms of general construction noise, Acoustic Engineering Services also recommend that a Construction Noise and Vibration Management Plan confirm the following requirements:

- Rock breaking should only occur between 0730 hours and 2000 hours Monday to Friday, and between 0730 hours and 1800 hours Saturday (excluding Public Holidays).
- If the concrete floating and craning occurs between 2000 and 0700 hours from Monday to Friday, and between 1800 and 0700 hours on Saturday, the requirement for specific equipment to be tested prior to being used on site and the physical mitigation required to result in complying levels, including additional acoustic screening and the like.
- Details of complaints procedures and the need for and responsibilities of a Noise Liaison Officer for the community.

The applicant accepts these matters and volunteers that a condition of consent is imposed requiring the preparation of a construction noise and vibration management plan for certification by Council with all the above matters listed as the minimum requirements to be addressed.

Acoustic Engineering Services Limited have advised that the use of a hydraulic breaker attached to an excavator when breaking the schist rock on the site has the potential to cause adverse vibration effects at the neighbouring properties.

Vibration effects are typically considered in two ways – with regard to possible structural or cosmetic damage to buildings, and human response. It is noted that individuals can detect levels of building vibration that are well below those required to cause any risk of damage (the threshold of human perception of vibration is between 0.14 mm/s to 0.3 mm/s) to the building or its contents.

The Proposed District Plan, Section 36 Noise, 36.5 Rules - Standards, 36.5.9 Vibration states:

"Vibration from any activity shall not exceed the guideline values given in DIN 4150-3:1999 Effects of vibration on structures at any building on any other site."

Acoustic Engineering Services Limited note that compliance with the vibration levels that are outlined in Table 1 of DIN 4150-3 Structural Vibration – Part 3: Effects of vibration on structures, will ensure that there will not be an adverse effect on the serviceability of any adjacent structures.

Due to the significant separation distances from adjacent dwellings Acoustic Engineering Services Limited expect that vibration levels from a hydraulic breaker will be significantly below the criteria in Table 1 of DIN 4150-3 Structural Vibration and therefore effects from vibration caused by rock breaking are expected to be acceptable in their opinion.

The expert opinion and assessment of Acoustic Engineering Services Limited is accepted. It is therefore considered that the effects of vibration because of construction and earthworks will be less than minor.

Effects on Infrastructure and Servicing.

The proposal is not considered to result in any significant adverse effects in terms of infrastructure and servicing.

The proposed driveway access and internal manoeuvring areas within the site will be constructed to meet Council standards.

As noted in Section 4.6 of the application, there will be no modification to the existing vehicle crossing onto Wanaka-Mt Aspiring Road as part of this proposal. The application is for a single residential unit and therefore whilst it is a large residential unit, there will not be an exacerbation in traffic generation onto this road, aside from the temporary construction period.

The vehicle crossing into the subject site does involve a widened gravel shoulder however, this is not significant in size and the carriageway is particularly narrow with double yellow centre lines. It is therefore volunteered that the following condition of consent be incorporated into any resource consent decision to ensure the safety and efficiency of Wanaka-Mt Aspiring Road during the construction period:

- 1. Prior to commencing works on site, the consent holder shall submit a traffic management plan to the QLDC Road Corridor Engineer at Council for approval. The Traffic Management Plan shall be prepared by a Site Traffic Management Supervisor. A copy of the approved plan shall be submitted to the Principal Resource Management Engineer at Council 14 days prior to works commencing. The TMP for site shall specifically provide for and/or directly address the following requirements as a minimum:*

- *Suitable site warning/construction signage and traffic management controls shall be in place on Wanaka-Mt Aspiring Road in both directions from the site entrance.*
- *All heavy vehicle movements into or out of the vehicle crossing onto Wanaka-Mt Aspiring Road shall be supervised by a qualified STMS on site who shall implement the Traffic Management Plan.*
- *Parking and loading for construction machinery and contractor's vehicles shall be provided entirely on site.*

Subject to the imposition of the abovementioned condition the potential temporary construction effects on the safety and functionality of the vehicle crossing and Wanaka-Mt Aspiring Road will be less than minor.

Batchelar McDougall and GeoSolve have confirmed that the subject site can dispose wastewater and stormwater to land.

Details of the proposed storm water disposal system and on-site wastewater disposal design and the location of the disposal fields are contained in the Batchelar McDougal engineering report and design plans in **Appendix [L]**.

Standard conditions of consent are expected to be imposed on the resource consent decision which will ensure that any future on-site wastewater disposal system will be designed generally in accordance with the Batchelar McDougal and GeoSolve recommendations.

Power and telecommunication services already exist to the subject site. The proposed new residential unit will be connected to these existing services. There is no increase in demand generated for these services as the subject site will still accommodate only one residential unit.

Potable water and fire-fighting supply is proposed to come via the applicant's new bore and the permitted daily ground water abstraction of 25,000l/day. 120,000l of potable, fire-fighting water and irrigation water storage is proposed on the slopes above and to the west of the proposed built form.

This will easily provide for the required 2,100l/day of potable water for a residential unit required by Council standards. Water quality testing results provided in **Appendix [M]** confirm the suitability of this water source for a potable supply.

While suitable, it is noted that the water was slightly turbid with high levels of iron and manganese that may stain laundries and cooking utensils. The water also has a high alkalinity making it 'hard' and subject to scaling.

Both matters can be addressed via an appropriately designed and installed water softening and treatment system and filtration system. Both detailed design matters will be addressed as part of the building consent documentation.

The storage tanks are located on elevated terrain and isolated from the vehicle access. As such, a fire-fighting coupling and hard stand area has been provided on the eastern side of the driveway north of the proposed residential unit.

Overall, it is considered that the proposed residential unit can be appropriately serviced. It is expected that standard engineering conditions will be imposed requiring the detailed design, specifications, and calculations to be submitted for engineering review and acceptance and that the systems are installed in accordance with the recommendations and design specifications of the Batchelar McDougal and GeoSolve reports.

Further to the above, it is noted that the engineering feasibility report confirms that the volume of ground water to be abstracted and the amount of wastewater to be discharged to land will fall within the Permitted Baseline for these activities as outlined in the Otago Regional Plan: Water.

Given the above, it is considered that the potential adverse effects of the proposal in terms of infrastructure, servicing, traffic generation and access will be less than minor.

Positive Effects.

The proposal will introduce a significant natural habitat for indigenous flora and fauna. In conjunction with the complimentary planting undertaking by Te Kakano (under sponsorship of the applicant) adjacent to the site's eastern boundary, this ecological enhancement will provide a substantial island of habitat that will aid in establishing a corridor of indigenous vegetation around the shoreline of Lake Wanaka.

With the fragmented nature of indigenous vegetation in the wider environment resulting from traditional pastoral farming practices and incremental creep of residential development into the Rural Zone, this significant enhancement and addition of ecological habitat will play an important role in connectivity of indigenous fauna between habitats. It is also considered to help encourage other properties around the Lake to participate in extending the ecological corridor.

In time once the planting has matured, it will provide an important seed source for natural regeneration of vegetation in the immediate vicinity of the subject site and further afield through wind borne and avifaunal transportation of seeds.

As identified in the assessment of landscape and visual amenity, Rough and Milne Landscape Architects have concluded that once the vegetation on the subject site matures the visibility of the proposed residential unit will have no more than minor adverse effect.

In addition, the natural character and visual amenity of the of the subject site will in time, be enhanced beyond that which it presently provides.

Overall, the proposed development will result in substantial positive effects on nature conservation values and ecological restoration and will enhance the natural character and amenity values of the landscape when compared to the existing environment.

Cumulative Effects.

A cumulative effect is a gradual build-up of consequences over a period of time and includes a combination of effects from other activities to create an overall effect on the environment that will occur through the implementation of a proposed development.

In this case, the proposal involves the construction of a substantially larger residential unit on the subject site than that which presently exists. The proposed built form will have a different size, shape, and form than the existing residential unit however, with 66.18% of the proposed built form to be contained below ground level, the cumulative effect of built form in the rural environment will be neutral or even slightly reduced when compared to the existing residential unit.

The proposal will result in changes to the natural topography of the subject site however, these effects will be mitigated by the sympathetic design of the earthworks and the substantial ecological planting proposed by the applicant.

The ecological planting and its overall scale will change the character of the subject site. This change in character will enhance the naturalness of the site with indigenous vegetation and will also compliment the ecological planting undertaken by Te Kakano within the adjacent Damper Bay Lakeside Recreation Reserve.

Accordingly, it is considered that there will be a neutral cumulative effect in terms of built form and landform modification within the subject site. There will be a cumulative effect in terms of the change in landscape character through the extensive ecological planting however, this compliments the adjacent Recreation Reserve planting and has extensive conservation gains and positive visual amenity effects.

The change in character because of the ecological planting also falls within the Permitted Baseline and as has been described above, is a non-fanciful change in character of the site. Accordingly, it is considered that the overall proposal will have negligible adverse cumulative effects.

Precedent Effects

Section 104(1)(a) of the RMA requires consideration of “any actual and potential effects on the environment. ‘Precedent effects’ is essentially an argument that approving one application may influence the Council’s decision making on future applications and hence, result in future adverse effects on the environment.

In other words, the predominant concern regarding precedent effects is that future similar applications must be treated ‘like for like’ so if one proposal such as this development is granted, this may be considered to ‘open the gate’ for a proliferation of similar applications to be sought and subsequently approved.

As such, precedent effects should only necessitate the declining of a proposal where there is an irreconcilable clash with important provisions of the District Plan and where there is a clear proposition that there will be materially indistinguishable and equally clashing resource consent applications to follow that there will be potential for loss of District Plan integrity.

In this case, the assessment of effects has determined that the potential adverse effects on the environment of allowing the proposed development will be no more than minor. As is illustrated in the proceeding part of this application, the proposal is also considered to be consistent with the relevant Objectives and Policies of the District Plan.

It is also considered that there are unlikely to be significant numbers of other similarly sized sites in the ONL which exhibit such exceptional characteristics (such as clearly visible large existing residential units that will be demolished to make way for a new development and for such new development to be 66.18% below ground), that would lead to a proliferation of applications that would warrant the granting of consent.

Accordingly, the potential adverse environmental outcomes from precedent effects will be less than minor.

7.3 If the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment which are likely to arise from such use.

N/A

7.4 If the activity includes the discharge of any contaminant, a description of:

- 1. The nature of the discharge and the sensitivity of the proposed receiving environment to adverse effects; and**
- 2. Any possible alternative methods of discharge, including discharge into any other receiving environment.**

There will be no discharge of contaminants.

7.5 A description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce actual and potential effects:

The volunteered conditions of consent contained within the AEE are considered necessary and should be implemented on any approved decision.

7.6 If the scale or significance of the activities effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved.

No monitoring is required over and above the conditions volunteered in this application.

7.7 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).

The proposed activity will have no effect on any customary rights. There are no alternative locations for the proposed activity.

8.0 ASSESSMENT OF EFFECTS ON PERSONS

Section 95B(1) requires a decision whether there are any affected persons (under s95E) in relation to the activity. Section 95E requires that a person be an affected person if the adverse effects of the activity on the person are minor or more than minor (but not less than minor). An assessment in this respect follows:

Te Rununga O Ngai Tahu, Au Kaha, and Te Ao Marama Incorporated.

These groups have had specific regard to given the proximity of Lake Wanaka and the Wahi Tupuna Area applied as Site 34 – Lake Wanaka in the PDP Stage 3.

A detailed assessment of this Statutory Acknowledgement Area was undertaken in the above AEE, and it has been determined that the proposed development will have no adverse effect on the Lake or the defined Wahi Tupuna area.

This is due to the physical and vertical separation of the subject site and the development area from these locations. As the assessment from Rough & Milne has concluded, the visual effects from these locations are not significant.

Further, the 'high risk' environmental management plan conditions requiring the submission of erosion and sediment control plans to Council for certification will ensure there are no off-site effects of earthworks which may affect the water quality and cultural values of these areas during construction.

Adjacent Landowners

The closest adjoining neighbour's dwellings are located at 450 (Coupland property), 450B (Hogan property), 450A (Todd property) and 494 (Trilane property) Wanaka Mt Aspiring Road.

In terms of landscape and visual amenity, Rough & Milne confirm that the dwellings on these properties are situated between distances of 395m and 583m from the proposed dwelling. Although the site and existing residential unit are visible from some parts of the adjoining properties, neither the existing nor the proposed replacement residential unit and earthworks are or will be seen from the residential units and key outdoor living areas on these adjoining properties.

In general, Rough & Milne advise that the undulating topography and planting afford screening to adjoining properties and residential units so the temporary construction effects will not be seen and if seen the replacement

residential unit will be no more visible than the existing dwelling. Therefore, adverse effects on visual amenity will be negligible for these landowners.

In terms of construction noise and vibration, the AES report confirms that the proposed works can comply with the long-term construction noise levels and vibration limits identified in Chapter 36 of the PDP. Therefore, such noise and vibration is a Permitted Activity and will have less than minor effects on these adjacent landowners.

As identified above, the applicant has a legal ROW over the access through 494 Wanaka-Mt Aspiring Road (Trilane property). The ROW contains no exclusions for construction traffic, and it is therefore permitted for the applicant to utilise the access for this purpose.

Importantly, there will be no removal of excavated material from the subject site and along the ROW in heavy vehicles. Accordingly, use of the ROW for construction traffic is limited to the removal of the materials from the demolished residential unit and the construction materials and vehicles coming to and leaving the site for the new residential unit.

These are reasonably expected activities associated with the replacement of a residential unit once in a lifetime and as above, are not excluded in the ROW Easement instrument.

Conditions have also been volunteered for traffic management at the ROW intersection with Wanaka-Mt Aspiring Road to maintain the safety and efficiency of the vehicle crossing and the road itself. For the above reasons, it is considered that the effects of construction traffic on use of the ROW are less than minor.

For the above reasons, these adjacent landowners will be affected to a less than minor degree.

There are no other immediately adjacent private properties who are expected to receive effects from this proposal that are minor or more than minor.

9.0 SECTION 95 NOTIFICATION

9.1 Public Notification

Pursuant to s95A(1), a consent authority must follow the steps set out in s95A to determine whether to publicly notify an application.

In terms of s95A(3), the applicant does not request the application be publicly notified. Public notification is not required pursuant to s95C. The application is not made jointly with an application to exchange recreation reserve land.

In terms of s95A(8)(b), the assessment above concludes that the proposal will not have adverse effects on the environment that are any more than minor.

There are no rules or national environmental standards that requires public notification.

The proposal is not considered to exhibit any "special circumstances".

Overall, it is concluded that the potential adverse effects of the proposal on the environment will not be more than minor and therefore public notification is not warranted.

9.2 Limited Notification

Pursuant to s95B(1), a consent authority must follow the steps set out in s95B to determine whether to limited notify an application if an application is not publicly notified under Section 95A.

The assessment above has identified that the proposal does not affect a Statutory Acknowledgement Area in accordance with Section 95B(3)(b).

In terms of Section 95B(8) no affected parties have been identified such that Limited Notification will not be required under this Section of the Act.

The proposal is not considered to warrant limited notification due to special circumstances in accordance with Section 95B(10).

10.0 SECTION 104 (1)(b) ASSESSMENT

Clause 2(1)(g) of Schedule 4 of the Resource Management Act 1991 requires an assessment against any relevant planning documents that are referred to in Section 104(1)(b) of this legislation. Such documents include:

- A national environmental standard
- Other regulations
- A national policy statement.
- A New Zealand coastal policy statement
- A regional policy statement or proposed regional policy statement.
- A plan or proposed plan

10.1 Operative District Plan

The relevant Objectives and Policies are found in Section 4 – *District Wide*, Section 5 - *Rural Areas* and Section 22 – *Earthworks* of the Operative District Plan. An assessment of the application against the relevant Objectives and Policies follows:

Chapter 4 – District Wide Issues

Section 4.1.4

Objective 1 Nature Conservation Values

The protection and enhancement of indigenous ecosystem functioning and sufficient viable habitats to maintain the communities and the diversity of indigenous flora and fauna within the District.

Improved opportunity for linkages between the habitat communities.

The preservation of the remaining natural character of the District's lakes, rivers, wetlands and their margins.

The protection of outstanding natural features and natural landscapes.

The management of the land resources of the District in such a way as to maintain and, where possible, enhance the quality and quantity of water in the lakes, rivers and wetlands.

The protection of the habitat of trout and salmon.

Policies:

- 1.1 To encourage the long-term protection of indigenous ecosystems and geological features.*
- 1.2 To promote the long term protection of sites and areas with significant nature conservation values.*
- 1.4 To encourage the protection of sites having indigenous plants or animals or geological or geomorphological features of significant value.*
- 1.6 To allow development which maintains or enhances the quality of the environment in areas identified as having rare, endangered, or vulnerable species of plants or animals of national significance, or indigenous plant or animal communities that are of outstanding significance to the nation.*
- 1.7 To avoid any adverse effects of activities on the natural character of the District's environment and on indigenous ecosystems; by ensuring that opportunities are taken to promote the protection of indigenous ecosystems, including at the time of resource consents.*
- 1.8 To avoid unnecessary duplication of resource consent procedures between the Council and the Otago Regional Council.*
- 1.12 To maintain the site-specific, geological and geomorphological features that are of scientific importance.*
- 1.13 To maintain or enhance the natural character and nature conservation values of the beds and margins of the lakes, rivers and wetlands.*
- 1.16 To encourage and promote the regeneration and reinstatement of indigenous ecosystems on the margins of lakes, rivers and wetlands.*
- 1.17 To encourage the retention and planting of trees, and their appropriate maintenance.*

The proposal is generally consistent with the abovementioned Objective and Supporting Policies.

The entire development philosophy is based around the enhancement of the ecological values of the site and surrounds through the development of

extensive ecological planting both on and off the site as well as the maintenance and protection of this planting from browsing animals i.e., by way of the rabbit proof fencing that has already been established.

The proposal will result in the modification of the existing landform however, careful design of the dispersal of the excavated material will ensure that the important geological features – predominantly the schistose ridge running through the site will be maintained in a very similar appearance to that which presently exists.

The modifications to the landforms will also be mitigated by the significant ecological planting that has already and which will be developed on the subject site in accordance with the proposed landscape plans and ensure that any changes to landform will be difficult to detect from beyond the subject site.

Section 4.2 Landscape and Visual Amenity

Objective 4.2.5

Subdivision, use and development being undertaken in the District in a manner which avoids, remedies or mitigates adverse effects on landscape and visual amenity values.

Policies:

1

Future Development

- (a) *To avoid, remedy or mitigate the adverse effects of development and/or subdivision in those areas of the District where the landscape and visual amenity values are vulnerable to degradation.*
- (b) *To encourage development and/or subdivision to occur in those areas of the District with greater potential to absorb change without detracting from landscape and visual amenity values.*
- (c) *To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible.*

The proposed development is in an area where the landscape is vulnerable to degradation, however; the subject site already contains a substantial two storey residential unit and developed amenity planting. It is therefore considered that the site has an existing baseline of development and has the potential to absorb change.

The proposal is a replacement of the existing built form as opposed to an introduction of new built form to an undeveloped location, so the site is considered capable of absorbing change.

The proposed development will enhance and expand the ecological planting on the adjacent reserve and that already planted on the site by the applicant and will harmonise with the developing ecological systems and nature conservation values of the area through the substantial ecological planting that has been proposed.

While the built form and earthworks modification are of a large scale, the ecological planting is of commensurate scale and will remedy and mitigate the potential adverse effects on landscape and visual amenity values arising from the different shape/design of the built form (compared to the existing) and the proposed landform modification.

The Rough & Milne assessment has confirmed that taking into consideration the existing environment and proposed earthworks and construction methodology, the landscape and visual amenity effects (both temporary and permanent) will be no more than minor.

The proposal is therefore consistent with the above provisions.

2 Outstanding Natural Landscapes (District-Wide/Greater Wakatipu)

- (a) To maintain the openness of those outstanding natural landscapes and features which have an open character at present.*
- (b) To avoid subdivision and development in those parts of the outstanding natural landscapes with little or no capacity to absorb change.*

The subject site is partially open at present albeit over 4,000 native plants have been established as a Permitted Activity in late 2017 and 2019.

The proposal will not retain an open character when viewed from most public places because of the significant ecological planting. However, this ecological infill planting is consistent with the planting on the adjacent reserve and is enhancing a different but complimentary visual amenity between the two land tenures.

As identified above, the subject site already contains substantial residential built form and domestic amenities. Accordingly, the site is recognised as being suitable for residential development and the proposed built form being 68.18% subterranean and subject to substantial ecological planting is

capable of being absorbed on this already modified site. The proposal is generally consistent with the above provisions and in particular part (b).

6. *Urban Development*

- (b) *To discourage urban subdivision and development in the other outstanding natural landscapes (and features) and in the visual amenity landscapes of the district.*
- (c) *To avoid remedy and mitigate the adverse effects of urban subdivision and development where it does occur in the other outstanding natural landscapes of the district by:*
 - *maintaining the open character of those outstanding natural landscapes which are open at the date this plan becomes operative.*
 - *ensuring that the subdivision and development does not sprawl along roads.*

As identified above, the subject site is already utilised for residential purposes. The proposal does not seek to expand residential development into an undeveloped part of the ONL but rather, replace the existing built form with a more sympathetic design and enhanced ecological landscaping.

The proposed development will not be visible from public roads and will not represent 'urban sprawl'. As identified above, the subject site is partially open at present albeit over 4,000 native plants have been established as a Permitted Activity in late 2017 and 2019.

The proposal will not retain an open character when viewed from most public places because of the significant ecological planting. However, this ecological infill planting is consistent with the planting on the adjacent reserve and is enhancing a different but complimentary visual amenity between the two land tenures.

As such, the proposal is generally consistent with these provisions.

8. *Avoiding Cumulative Degradation*

In applying the policies above the Council's policy is:

- (a) *to ensure that the density of subdivision and development does not increase to a point where the benefits of further planting and building are*

outweighed by the adverse effect on landscape values of over domestication of the landscape.

- (b) to encourage comprehensive and sympathetic development of rural areas.*

As identified above, the development proposal seeks to maintain the same density of development by replacing the existing residential unit with new residential unit.

While substantially larger than the existing residential unit, the proposed built form is mostly subterranean and is complimented with a comprehensive ecological planting plan.

For these reasons, it is considered that the proposal does avoid cumulative degradation of the landscape and therefore is consistent with the intent of these provisions.

9. Structures

To preserve the visual coherence of:

- (a) outstanding natural landscapes and features and visual amenity landscapes by:*

- encouraging structures which are in harmony with the line and form of the landscape.*
- avoiding, remedying or mitigating any adverse effects of structures on the skyline, ridges and prominent slopes and hilltops;*
- encouraging the colour of buildings and structures to complement the dominant colours in the landscape;*
- encouraging placement of structures in locations where they are in harmony with the landscape;*
- promoting the use of local, natural materials in construction.*

- (c) All rural landscapes by*

- limiting the size of signs, corporate images and logos*

- *providing for greater development setbacks from public roads to maintain and enhance amenity values associated with the views from public roads.*

The proposal built will introduce a built form that is less architecturally different to the existing residential unit's gabled / pitched roof architecture. The above ground portion of the building has been developed to include several softening features including, climbing/hanging planting, recessive colours, materials that create a textured and shadowing surface, recessed windows tapered eaves.

As such, it may appear architecturally more modern than the existing built form, but it will be capable of being absorbed into the receiving environment.

Rough & Milne consider that the built form will be commensurate with the visibility of the current building. The above ground part of the building sits atop the same terrace as the existing built form but occupies a much smaller façade facing to the east (over Lake Wanaka). T

he majority of the built form will be subterranean and therefore it is considered that the proposed built form does avoid or mitigate the effects of built form on the prominent slopes above Lake Wanaka.

Extensive consideration has been given to the colours and materials palette to ensure that these will complement the dominant colours in the landscape including the ecological landscape planting that will encompass the proposed built form.

This has been discussed in the Rough and Milne landscape assessment. The proposal is therefore considered to be consistent with these provisions.

12. *Transport Infrastructure*

To preserve the open nature of the rural landscape by:

- *encouraging the location of roads, car parks and tracks along the edges of existing landforms and vegetation patterns.*
- *encouraging shoreline structures, such as jetties, to be located only where they are visually contained by the topography, e.g. coves or bays.*
- *by encouraging imaginative roading designs including a range of carriageway widths, different*

surface materials, grass berms and protection of existing mature trees where these can enhance the quality of design and the visual experience. discouraging roads and tracks on highly visible slopes.

- requiring that all construction be with minimum cut and fill batters and that all batters be shaped in sympathy with, existing landforms.*
- requiring that all disturbed areas be revegetated at the end of construction.*
- encouraging where appropriate car parks to be screened from view.*
- requiring the adverse effects of large expanses of hard surface car parks be avoided by planting and earthworks.*

The proposed garaging is all subterranean and generally the access and manoeuvring makes use of the existing terrace form containing the current residential unit and garage.

There are substantial earthworks and retaining however, significant planning and design has been advanced to ensure that the landscape modification and proposed dispersal of fill harmonies with the existing topography and will be replanted or grassed in a timely manner to ensure that such works are a temporary and no more than minor, adverse visual effect.

The proposal is consistent with these provisions.

14. Soil Conservation Planting

To minimise any adverse effects on the visual amenity by:

- encouraging the use of a limited range of species for soil conservation and planting.*
- encouraging the use of existing native species for soil conservation and planting.*

The applicant proposes that the ecological mitigation planting is of eco sourced species appropriate to the area and consistent with the planting already established by Te Kakano Trust and the applicant on their own site.

The proposal is therefore consistent with the above provisions.

15. *Retention of Existing Vegetation*

To maintain the visual coherence of the landscape and to protect the existing levels of natural character by:

- (a) Encouraging the retention of existing indigenous vegetation in gullies and along watercourses;*
- (b) Encouraging maintenance of tussock grass-lands and other nature ecosystems³ in outstanding natural landscapes.*

³ to Section 4.1 on nature conservation values.

The applicant proposes to avoid the removal and disturbance of any existing native vegetation as far as is practicably possible when undertaking the development works.

This includes the 4,000 native plants already established by the applicant and the existing naturally occurring vegetation.

In addition, the applicant has substantially reduced the area of earthworks when compared to the previous proposal particularly on the southern end of the terrace containing the existing dwelling. This ensures that many the existing amenity trees will remain as illustrated on the landscape plans.

The proposal is therefore broadly consistent with these provisions.

17. Land Use

To encourage land use in a manner which minimises adverse effects on the open character and visual coherence of the landscape.

As identified above the proposal will affect the openness of the landscape character as the ecological planting will in time change the existing openness of the site into an area of significant indigenous habitat.

While the proposal will reduce the openness of the site it will however ensure a complimentary visual coherence with the adjacent recreation reserve because of the similar ecological planting that has been advanced along the boundary.

The proposal is consistent with this Policy.

4.8 Natural Hazards

Objective 1

Avoid or mitigate loss of life, damage to assets or infrastructure, or disruption to the community of the District, from natural hazards. Policies:

Policies

- 1.4 To ensure buildings and developments are constructed and located so as to avoid or mitigate the potential risk of damage to human life, property or other aspects of the environment.
- 1.5 To ensure that within the consent process any proposed developments have an adequate assessment completed to identify any natural hazards and the methods used to avoid or mitigate a hazard risk.

The area of proposed development within the subject site is not shown to be subject to any natural hazards on the QLDC hazards register.

GeoSolve Limited have assessed the proposed development and note that there are no general slope stability or ground water issues subject to the completion of works in accordance with the recommendations of their report. GeoSolve have also confirmed that there are no natural hazard issues such as liquefaction that will affect the site and the proposed development.

The proposal is consistent with this Objective and its supporting Policies.

Takata Whenua

Objective 1 - Kaitiakitanga (Guardianship)

Recognition and provision for the role of Kai Tahu as customary Kaitiaki in the District.

Policies:

- 1.1 To ensure the kaitiaki role of iwi, via the appropriate Runanga, is achieved through on-going consultation on policy development relating to the natural and physical resources of the District.
- 1.2 To incorporate communication protocols for ensuring appropriate kaitiaki runanga are consulted on all relevant cultural matters in the District in accordance with Section 93 of the Act.

- 1.3 To recognise the “Kai Tahu Ki Otago: Natural Resource Management Plan” as a resource which can form the basis for consultation between Kai Tahu Runanga and Council (Section 74 of the Act).

Objective 3

Recognition and protection of places of burial, other waahi tapu, and all waahi taoka, as places of cultural and traditional importance to Kai Tahu.

Policies:

- 3.1 To recognise waahi tapu and waahi taoka, and protect them from disturbance and interference from modification through earthworks, mining, and other development.
- 3.2 Should any koiwi takata (Maori bone remains) be unearthed, to implement procedures for the management of such finds and unearthings consistent with the Kai Tahu policy for the management of koiwi takata.
- 3.4 To recognise cultural sites where traditional stone resources, such as pounamu, were collected as waahi tapu.
- 3.5 To make provision for the use of the site location tables in the Kai Tahu ki Otago: Natural Resource Management Plan in the management and protection of waahi tapu.
- 3.6 To develop a listing of waahi taoka known to iwi in consultation with relevant Kai Tahu runanga.

Objective(s) 4 - Mahika Kai

- 1 The retention of the high quality of the mountain waters, and the retention and improvement of the water quality of the tributaries and water bodies of the District through appropriate land management and use.**
- 2 The limitation of the spread of weeds, such as wilding trees.**

Policies:

- 4.1 To recognise, by Council policy and decision-making, the importance of mahika kai to the culture and relationship Kai Tahu share with the indigenous resources traditionally gathered in the District.

- 4.2 To adopt performance standards for land use activities, including mining, which minimise their adverse effects on the landscape.
- 4.3 To encourage the protection of indigenous ecosystems, by assisting in the provision of information to the community, recreationalists, land managers and local landholder groups concerning the location of significant areas of indigenous vegetation and habitat and the appropriateness of land management practices.
- 4.4 To encourage land uses and management practices which ensure the vegetation cover is maintained in order to assist in sustaining the life supporting capacity of the soil.
- 4.5 To encourage control of noxious plants.
- 4.6 To encourage fish enhancement programmes that lead to the restocking of indigenous fish species in the lakes and rivers of the District.
- 4.7 To promote the monitoring and development of measures that control the spread of harmful organisms through the waters of the District.
- 4.8 To maintain and enhance public access to the District's public forests and lakes and rivers and wetlands, having regard to their traditional importance as mahika kai.

Objective 5 - Wai (Water)

The management of the land resource and associated waste discharges in such a way as to protect the quality and quantity of water in the District to a standard consistent with the human consumption of fish, swimming and protects the mauri (life force) of the lakes and rivers.

Policies:

- 5.1 To recognise the importance of the concept of mauri (life force) as it applies to lakes and rivers.
- 5.3 To adopt performance standards or require resource consents for land use activities, including mining, in order to minimise the adverse effects on the quality of the District's water resources and associated habitat.

As identified in the AEE, the proposal involves works in the vicinity of the Proposed District Plan's Wahi Tupuna Site 34 – Wanaka and Lake Wanaka itself which is a Statutory Acknowledgment Area.

The proximity of these areas to the development site and potential for adverse effects on cultural values and water quality have been assessed in the AEE.

The proposed works will occur subject to a significant separation distance and the submission and certification by Council of a comprehensive Environmental Site Management plan to ensure that there are no discharges to the Lake from the proposed earthworks on the applicant site.

The proposal will have no adverse effects on public access to Lake Wanaka.

Accordingly, the proposal is not considered to be inconsistent with the above provisions.

Chapter 5 - Rural

Objective 1 - Character and Landscape Value

To protect the character and landscape value of the rural area by promoting sustainable management of natural and physical resources and the control of adverse effects caused through inappropriate activities.

Policies:

- 1.1 *Consider fully the district wide landscape objectives and policies when considering subdivision, use and development in the Rural General Zone.*
- 1.3 *Ensure land with potential value for rural productive activities is not compromised by the inappropriate location of other developments and buildings.*
- 1.4 *Ensure activities not based on the rural resources of the area occur only where the character of the rural area will not be adversely impacted.*
- 1.6 *Avoid, remedy or mitigate adverse effects of development on the landscape values of the District.*
- 1.7 *Preserve the visual coherence of the landscape by ensuring all structures are to be located in areas with the potential to absorb change.*

- 1.8 *Avoid remedy or mitigate the adverse effects of the location of structures and water tanks on skylines, ridges, hills and prominent slopes.*

The proposal has been subject to a detailed consideration of the landscape Objectives and Policies.

The proposed area of development will not compromise the productive rural properties of the site as these have already been diminished by the existing built form and domestication.

The Rough & Milne landscape assessment confirms that the subject site can absorb the proposed development. While there will be a change in the rural character from a reasonably open site at present to an enclosed vegetated landscape, this is consistent with the ecological enhancement of the adjacent recreation reserve.

The proposal is a redevelopment of the existing residential activity on the site as opposed to the introduction of domestication into the ONL. As such, there is a baseline of built form and domestication meaning that residential development can be absorbed on this site.

The sensitive design of the earthworks and dispersal of fill accompanied with the extensive ecological landscape planting will remedy the effects of the above ground elements of built form and earthworks on the site which is a prominent slope above Lake Wanaka.

As such, the proposal is consistent with this Objective and supporting Policies

Objective 2 *Life Supporting Capacity of Soils*

Retention of the life supporting capacity of soils and/or vegetation in the rural area so that they are safeguarded to meet the reasonably foreseeable needs of future generations.

Policies

- 2.1 *Avoid, remedy or mitigate adverse effects of subdivision and development on the life-supporting capacity of the soils.*

As identified above, the life supporting capacity of soils have been reduced by the existing development on the site.

The proposed landscaping including the mulching, irrigation and substantial ecological planting will enhance the life supporting capacity of soils and nature conservation values for future generations.

The proposal is consistent with this Objective and Policy.

Objective 3 - Rural Amenities

Avoiding, remedying or mitigating adverse effects of activities on rural amenities.

Policies:

- 3.1 *Recognise permitted activities in rural areas may result in effects such as noise, dust and traffic generation, which will be noticeable to residents in the rural areas.*
- 3.2 *Ensure a wide range of rural land uses and land management practices can be undertaken in the rural areas without increased potential for the loss of rural amenities values.*
- 3.3 *To avoid, remedy or mitigate adverse effects of activities located in rural areas.*

The applicant accepts that this is a rural location and as such there are reverse sensitivity effects of typical rural activities – this includes the operation of the Ruby Island Airstrip and aircraft landings at Trilane Industries Limited.

The proposal will remedy and mitigate its effects. The proposal replaces a substantial residential unit and amenity landscaping with a 68.18% subterranean residential development and extensive ecological planting.

In time the proposed built form will have the same or even less visual effect and prominence than the existing built form.

The proposed built is also well in excess of all the property boundaries and is largely unseen from neighbouring properties and residential units.

The proposal is consistent with this Objective and its supporting Policies.

Objective 4 - Life Supporting Capacity of Water

To safeguard the life supporting capacity of water through the integrated management of the effects of activities

Policies

- 4.1 *In conjunction with the Otago Regional Council:*

- *To encourage activities, which use water efficiently, thereby conserving water quality and quantity.*
- *To discourage activities, which adversely affect the life supporting capacity of water and associated ecosystems.*

Water quality, and capacity will be protected. As identified above, a comprehensive Environmental Management Plan which will include as sub elements, erosion, and sediment control plan, will be developed, and submitted to the Council for certification.

This will protect the adjacent Lake Wanaka from any potential effects of sedimentation.

The AEE has described how the applicant takes water from an existing bore consented by the ORC and in accordance with the ORC permitted volumes and rate of take for ground water. As such, water abstraction and use is not excessive.

The engineering reports submitted with the proposal confirm that on-site wastewater disposal can be undertaken without adversely affecting water sources by way of separation from existing bores, surface water and the recommended treatment system to ensure a high-quality effluent is discharged.

The proposal is consistent with these provisions.

Chapter 22 - Earthworks

Objective 1

Enable earthworks that are part of subdivision, development, or access, provided that they are undertaken in a way that avoids, remedies or mitigates adverse effects on communities and the natural environment.

Policies:

- 1.1 *Promote earthworks designed to be sympathetic to natural topography where practicable, and that provide safe and stable building sites and access with suitable gradients.*
- 1.2 *Use environmental protection measures to avoid, remedy or mitigate adverse effects of earthworks.*

- 1.3 *Require remedial works and re-vegetation to be implemented in a timely manner.*
- 1.4 *Avoid, remedy or mitigate the long term adverse effects of unfinished projects.*

The proposed earthworks have been designed to be sympathetic to the natural topography. The development will be largely subterranean involving excavation of the terrace that the existing built form is located upon.

Accordingly, the proposed building and associated retaining will screen most of the excavation. The dispersal of the fill has been carefully designed to harmonise with the existing contours of the site and will be re-grassed and/or planted within a short time frame following completion.

Environmental mitigation measures have been outlined in the AEE by way of conditions volunteered to require a detailed Environmental Management Plan specifying the exact earthworks management techniques to be employed to be submitted to Council for certification prior to works commencing.

Accordingly, the proposal is consistent with this Objective and supporting Policies.

Objective 2

Avoid, remedy or mitigate the adverse effects of earthworks on rural landscapes and visual amenity areas.

Policies:

- 2.1 *Avoid, where practicable, or remedy or mitigate adverse effects of earthworks on Outstanding Natural Features and Outstanding Natural Landscapes.*
- 2.2 *Avoid, where practicable, or remedy or mitigate adverse visual effects of earthworks on visually prominent slopes, natural landforms and ridgelines.*
- 2.3 *Ensure cuts and batters are sympathetic to the line and form of the landscape.*
- 2.4 *Ensure remedial works and re-vegetation mitigation are effective, taking into account altitude and the alpine environment.*

Note: The objectives and policies in Section 4.2 of the District Plan are also relevant to earthworks.

The proposal cannot avoid earthworks within this ONL site but as identified above, the effects can be remedied and mitigated. Detailed planning has gone into the dispersal of the substantial volume of fill such that the dispersal harmonises with the existing contours.

The earthworks areas will be immediately re-grassed and or vegetated in accordance with the ecological planting plans. The result is that the proposed built form will occupy and therefore screen most of the areas of excavation and the site will be comprehensively vegetated with indigenous plant species that are locally sourced and complimentary to those planted on the adjacent recreation reserve.

The remedial works have been comprehensively designed and assessed to be effective by Plot Landscapes and Rough & Milne Landscape Architects.

The effectiveness of the landscape mitigation will be reliant on appropriate planting techniques and irrigation.

As outlined in the AEE, Plot Landscapes have provided a detailed planting plan outlining the plant treatment and the applicant has established their own water bore with access to a Permitted volume of 25,000l/day of ground water to enable irrigation of the plants.

The proposal is consistent with this Objective and it's supporting Policies.

Objective 3

Ensure earthworks do not adversely affect the stability of land, adjoining sites or exacerbate flooding.

Policies:

- 3.1 *Ensure earthworks, in particular, - cut, fill and retaining, - do not adversely affect the stability of adjoining sites.*
- 3.2 *Ensure earthworks do not cause or exacerbate flooding, and avoid, remedy or mitigate the adverse effects of de-watering.*
- 3.3 *Avoid the adverse effects of earthworks on steeply sloping sites, where land is prone to erosion or instability, where practicable. Where these effects cannot be avoided, to ensure techniques are adopted that remedy or mitigate the potential to decrease land stability.*

As identified in the AEE, GeoSolve Limited have undertaken an assessment of the proposed earthworks and confirm that there is no local land instability and that all earthworks are feasible in accordance with the recommendations of their report without affecting the stability of adjoining sites or exacerbating any natural hazards including flooding.

The proposal is consistent with this Objective and it's supporting Policies.

Objective 6

Maintain or improve water quality of rivers, lakes and aquifers.

Policies:

- 6.1 *Avoid the adverse effects of earthworks in close proximity to water bodies, where practicable. Where these cannot be avoided, ensure that sediment control techniques are put in place to avoid, remedy or mitigate sediment run-off.*

Objective 7

Protect cultural heritage, including waahi tapu, waahi taonga, archaeological sites and Heritage Landscapes from the adverse effects of earthworks.

Policies:

- 7.1 *Ensure that iwi are consulted regarding earthworks that may affect sites of significance to Maori, including Statutory Acknowledgement Areas.*

As already outlined above, the applicant will be submitting a comprehensive Environmental Management Plan to Council for certification. This will ensure that the proposed earthworks do not result in sedimentation effects that may affect the water quality of Lake Wanaka.

Lake Wanaka is a Statutory Acknowledgment Area and Wahi Tupuna overlay Site 34 affects the Lake and part of the Recreation Reserve adjacent to the site.

Consideration has been given to both matters in the AEE and it has been identified that there are no adverse effects on cultural values or water quality that is of significant cultural value. Accordingly, no consultation is deemed necessary.

The proposal is consistent with these provisions.

Proposed District Plan

The Proposed District Plan was notified on 26th August 2015 and the land affected by the proposed development was located within the Rural Zone and the Outstanding Natural Landscape.

Stage 1 also included notification of the higher order Strategic Directions, Landscape, and the Noise chapters.

Stage 1 of the District Plan Review has proceeded through submissions, hearings and decisions were released on 7th May 2018. An interim decision of the Environment Court (The Topic 2.2 Decision) has been issued in respect of the Strategic Directions and Landscape Chapters.

Several the Rural Chapter provisions including the assessment matters are still subject to appeal and awaiting resolution of the final drafting matters following a landscape study of the Upper Clutha Basin.

The Stage 2 District Plan Review decisions were publicly notified on 21st March 2019. Stage 2 of the District Plan Review included a new Earthworks Chapter.

Stage 3 of the District Plan Review was notified in 2019 and included the introduction of Wahi Tupuna Areas one of which affects the subject site. Decisions have not been released on this Chapter at the time of drafting the application and therefore these provisions carry minimal weight at the current time.

Given the above, it is considered that the relevant Objectives and Policies of the PDP that apply to this proposal are contained in the following Chapters:

- Chapter 3 – *Strategic Directions*.
- Chapter 6 – *Landscapes*.
- Chapter 21 – *Rural*.
- Chapter 25 – *Earthworks*.
- Chapter 36 – *Noise*.
- Chapter 39 – *Wahi tupuna*.

Proposed District Plan

Chapter 3 – Strategic Directions (Environment Court Topic 2.2. Interim Decision Version)

Strategic Objectives

- 3.2.4** *The distinctive natural environments and ecosystems of the District are protected. (addresses Issue 4)*
- 3.2.4.1** *Development and land uses that sustain or enhance the life-supporting capacity of air, water, soil and ecosystems, and maintain indigenous biodiversity.*
- 3.2.4.3** *The natural character of the beds and margins of the District's lakes, rivers and wetlands is preserved, or enhanced where possible, and protected from inappropriate subdivision, use and development.*
- 3.2.4.4** *The water quality and functions of the District's lakes, rivers and wetlands are maintained or enhanced.*
- 3.2.5** *The retention of the District's distinctive landscapes. (addresses Issues 2 and 4)*
- 3.2.5.XX** *Within the Rural Zone, new subdivision, use and development is inappropriate on Outstanding Natural Features or in Outstanding Natural Landscapes unless:*
- a. where the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes are specified in Schedule 21.22, those values are protected;*
- b. where the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes are not specified in Schedule 21.22, the values identified according to SP [x.x.x.y] the intended new SP on assessment methodology] are protected.*
- 3.2.7** *The partnership between Council and Ngāi Tahu is nurtured. (addresses Issue 6).*
- 3.2.7.1** *Ngāi Tahu values, interests and customary resources, including taonga species and habitats, and wahi tupuna, are protected.*
- 3.2.7.2** *The expression of kaitiakitanga is enabled by providing for meaningful collaboration with Ngāi Tahu in resource management decision making and implementation.*

Strategic Policies

Natural Environment

- 3.3.19 Manage subdivision and / or development that may have adverse effects on the natural character and nature conservation values of the District's lakes, rivers, wetlands and their beds and margins so that their life-supporting capacity and natural character is maintained or enhanced. (relevant to S.O. 3.2.1.8, 3.2.4.1, 3.2.4.3, 3.2.4.4, 3.2.5.1 and 3.2.5.2).

Rural Activities

- 3.3.22 Provide for rural living opportunities in areas identified on the District Plan maps as appropriate for rural living developments. (relevant to S.O. 3.2.1A, 3.2.1.7, 3.2.5.1 and 3.2.5.2)
- 3.3.24 Ensure that the effects of cumulative subdivision and development for the purposes of Rural Living does not compromise:
- a. the protection of the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes;
 - b. the maintenance of the landscape character of Rural Character Landscapes; and
 - c. the maintenance or enhancement of the visual amenity values of Rural Character Landscapes.
- 3.3.26 That subdivision and / or development be designed in accordance with best practice land use management so as to avoid or minimise adverse effects on the water quality of lakes, rivers and wetlands in the District. (relevant to S.O. 3.2.1.8, 3.2.4.1 and 3.2.4.3).

Landscapes

- 3.3.29X For Outstanding Natural Features and Outstanding Natural Landscapes. identify landscape values and landscape capacity:
- a. in Schedule 21.22 where applicable and otherwise through assessment processes; and

b. in accordance with the landscape assessment matters in SP[x.x.x.y] and sound landscape assessment methodology.

3.3.30 Protect the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes.

3.3.30X Avoid adverse effects on the landscape values of the District's Outstanding Natural Features and Outstanding Natural Landscapes from residential subdivision. use and development where there is little capacity to absorb change.

Cultural Environment

3.3.32 Avoid significant adverse effects on wāhi tūpuna within the District. (relevant to S.O.3.2.7.1)

3.3.33 Avoid remedy or mitigate other adverse effects on wāhi tūpuna within the District. (relevant to S.O.3.2.7.1).

3.3.34 Manage wāhi tūpuna within the District, including taonga species and habitats, in a culturally appropriate manner through early consultation and involvement of relevant iwi or hapū. (relevant to S.O.3.2.7.1 and 3.2.7.2).

As identified throughout the AEE, the proposal is not considered to have temporary or permanent adverse landscape and visual amenity effects that are any more than minor.

There is a considerable existing environment to consider when considering the proposal which includes the existence of a large residential unit and amenity landscaping.

Accordingly, the site already demonstrates that it can absorb residential development and this proposal is merely a replacement of what exists. For this reason, it is also considered that while the proposal is technically inconsistent with Strategic Policy 3.3.22 as the site is outside the urban growth boundary, this Policy carries little relevance due to the existing environment.

Notwithstanding, extensive development has gone into the building, earthworks, and landscape design to make the proposal fit within the character of the receiving environment.

Rough & Milne have identified that the landscape, visual amenity, and natural character values of the development site and the wider ONL can be

adequately maintained and enhanced through the proposed mitigation including additional ecological planting.

In terms of the Objectives and Policies relating to cultural values and areas of Wahi Tupuna, it is noted that the applicant is cognisant of the both the Wahi Tupuna overlay and the Statutory Acknowledgement Area of Lake Wanaka. As outlined in the AEE, the proposal is not expected to have any significant impacts on water quality and the Wahi Tupuna values identified in Chapter 39.

Accordingly, the proposal is consistent with Strategic Policies 3.3.32 and 3.3.32 and the requirement for consultation with Iwi or Hapu in Strategic Policy 3.3.34 is not considered relevant.

Given the above, the proposal is generally consistent with the relevant Strategic Objectives and Policies above.

Chapter 6 - Landscapes

Policies

Managing Activities in the Rural Zone, the Gibbston Character Zone, the Rural Residential Zone and the Rural Lifestyle Zone

- 6.3.2.2 Ensure that the location and direction of lights does not cause excessive glare and avoids unnecessary degradation of views of the night sky and of landscape character, including of the sense of remoteness where it is an important part of that character. (3.2.5, 3.3.19, 3.3.20, 3.3.30).
- 6.3.2.6 *Encourage subdivision and development proposals to promote indigenous biodiversity protection and regeneration where the landscape and nature conservation values would be maintained or enhanced, particularly where the subdivision or development constitutes a change in the intensity in the land use or the retirement of productive farm land. (3.2.1. 7, 3.2.4.1, 3.2.5, 3.3.1A, 3.3.19, 3.3.20, 3.3.30, 3.3.32 A).*
- 6.3.2.7 *Ensure that subdivision and development in the Outstanding Natural Landscapes and Rural Character Landscapes in proximity to an Outstanding Natural Feature or Outstanding Natural Landscape does not compromise the landscape values of that Outstanding Natural Feature or Outstanding Natural Landscape.*

6.3.2.8 *Encourage any landscaping to be ecologically viable and consistent with the established character of the area. (3.2.1.8, 3.2.5, 3.3.30, 3.3.32 A).*

Regarding 6.3.2.2 Rough & Milne have assessed the night lights in their assessment and note that night lights are primarily to be considered from Bremner and Roy's Bay's between 2.9 and 4.0 kilometres away.

Notwithstanding the buildings mitigating design features, Rough & Milne confirm that the lighting effects of the proposed dwelling at this distance will be in the same vicinity as that of the existing dwelling so will not add lighting to an area that was previously unlit and furthermore any lighting will likely be part of a series of lights that will be afforded from other dwellings in the same vicinity above the lake shore.

Outdoor lighting will be in accordance with the Council's Lighting Strategy and an External Lighting Plan will be submitted to the QLDC for approval prior to implementing exterior lighting on site.

The proposed planting represents a significant improvement in ecological biodiversity regeneration and enhancement through the extensive landscape plan proposed as part of the development and therefore aligns with Policy 6.3.2.6.

In terms of 6.3.2.7, Rough & Milne have confirmed that the proposal does not adversely compromise the outstanding natural values of the receiving environment to any more than minor degree (during construction) and reducing to less than minor over time.

In terms of 6.3.2.8, the proposed planting will all be eco-sourced so it will be viable with the area, and it will be consistent with the adjacent Te Kakano planting on the neighbouring reserve.

The proposal is consistent with these Policies.

Managing Activities on Outstanding Natural Features and in Outstanding Natural Landscapes

6.3.3.1 *Recognise that subdivision and development is inappropriate on Outstanding Natural Features and in Outstanding Natural Landscape unless:*

- a. *landscape values are protected; and*
- b. *in the case of any subdivision or development, all buildings and other structures and all changes to*

landform or other physical changes to the appearance of the land will be reasonably difficult to see from beyond the boundary of the site in question.

6.3.3.2 *Ensure that the protection of Outstanding Natural Features and Outstanding Natural Landscapes includes recognition of any values relating to cultural and historic elements, geological features and matters of cultural and spiritual value to tangata whenua, including topuni and wahi topuna. (3.2.3.1, 3.2.5.1 A, B, 3.2.7.1, 3.3.16, 3.3.30, 3.3.33 - 35, Chapter 5).*

6.3.3.5 *Maintain the open landscape character of Outstanding Natural Features and Outstanding Natural Landscapes where it is open at present.*

As noted throughout the AEE, the proposal does not represent new residential development locating within the ONL. Rather the proposal represents the replacement of an existing residential unit with a new residential unit and substantial ecological planting.

Accordingly, the site is capable of have a residential activity upon it and Rough & Milne have confirmed that the proposed replacement residential unit will not have significant adverse effects on the ONL values.

As such, the proposed development is considered appropriate notwithstanding that it will not be reasonably difficult to see.

Significant recognition has been given to cultural values through the consideration of the Wahi Tupuna overlay and Statutory Acknowledgement Area of Lake Wanaka. As identified in the AEE, while these areas and their values have been recognised, the proposal is not considered to have any significant adverse effects on these values.

In terms of 6.3.3.5, the proposal will result in a change in open character to one of a more natural vegetated character through the implementation of the substantial ecological planting.

However, it is important to note that 4,000 native plants have already been established as a Permitted Activity on the site and will continue to mature quickly and diminish the open character that presently exists.

The proposal is partly inconsistent with Policy 6.3.3.1 and 6.3.3.5.

Chapter 21 - Rural

21.2.1 Objective - A range of land uses, including farming and established activities, are enabled while protecting, maintaining and enhancing landscape, ecosystem services, nature conservation and rural amenity values.

Policies

21.2.1.3 *Require buildings to be set back a minimum distance from internal boundaries and road boundaries in order to mitigate potential adverse effects on landscape character, visual amenity, outlook from neighbouring properties and to avoid adverse effects on established and anticipated activities.*

21.2.1.5 *Have regard to the location and direction of lights so they do not cause glare to other properties, roads, public places or views of the night sky.*

21.2.1.6 *Avoid adverse cumulative impacts on ecosystem services and nature conservation values.*

21.2.1.7 *Have regard to the spiritual beliefs, cultural traditions and practices of Tangata whenua.*

21.2.1.8 *Have regard to fire risk from vegetation and the potential risk to people and buildings, when assessing subdivision and development in the Rural Zone.*

21.2.1.9 *Provide adequate firefighting water and fire service vehicle access to ensure an efficient and effective emergency response.*

The Objective and Policies above are geared more toward farming, forestry, and other commercial/commercial recreation activities than specifically residential development in the Rural Zone.

However, the above provisions are still relevant to the consideration of this proposal. The proposal will ensure that the proposed built form significantly exceeds the internal and road boundary setback requirements of the Rural Zone and thus will have negligible adverse effects on landscape character, visual amenity, and outlook from neighbouring properties and adjacent roads.

Lighting from the proposed built form will be commensurate with or less than the effects of the lighting from the existing residential unit. The protection of the night sky is recognised by the applicant and conditions have been volunteered that an external lighting plan is submitted to Council for review,

certification and which shall be required to be in accordance with the Southern Light Strategy.

There are no adverse cumulative effects on ecosystem services and nature conservation values – the proposal by virtue of its extensive ecological planting will have a positive gain for ecological and nature conservation values.

Significant regard has been given to the spiritual beliefs, cultural traditions, and practices of Tangata whenua. Specifically, the AEE has covered in detail the proximity of the Statutory Acknowledgement Area and Wahi Tupuna Area Site 34 – Lake Wanaka. No adverse effects are expected on these areas because of the proposal.

Regard has been given to the fire risk and the applicant proposes 90,000l of on-site water storage with a hardstand and fire-fighting coupling in an accessible location off the main driveway.

Overall, the proposal is aligned with this Objective and its supporting Policies.

21.2.2 Objective - The life supporting capacity of soils is sustained.

Policies

- 21.2.2.1 *Allow for the establishment of a range of activities that utilise the soil resource in a sustainable manner.*
- 21.2.2.2 *Maintain the productive potential and soil resource of Rural Zoned land and encourage land management practices and activities that benefit soil and vegetation cover.*
- 21.2.2.3 *Protect the soil resource by controlling activities including earthworks, indigenous vegetation clearance and prohibit the planting and establishment of identified wilding exotic trees with the potential to spread and naturalise.*

The subject site is not currently utilised for productive agricultural/pastoral activities as it is more akin to a rural living allotment. The proposal will therefore not decrease the productive potential of soil within the District.

The soil resource will be protected during earthworks by dust, erosion and sedimentation protection and the quick re-establishment of grass and/or vegetation cover. This will be subject to explicit detail as part of the Environmental Management Plan development and certification by the Council.

No planting of wilding exotic species is proposed.

Overall, the proposal is consistent with this Objective and it's supporting Policies.

21.2.3 Objective - The life supporting capacity of water is safeguarded through the integrated management of the effects of activities.

Policies

21.2.3.1 *In conjunction with the Otago Regional Council, regional plans and strategies:*

- a. *encourage activities that use water efficiently, thereby conserving water quality and quantity;*
- b. *discourage activities that adversely affect the potable quality and life supporting capacity of water and associated ecosystems.*

The proposal will utilise water efficiently. A bore permit has been granted and the applicant intends to abide by the Otago Regional Council's Permitted Activity standards for ground water abstraction.

Similarly, the proposed discharge of wastewater to land has been confirmed to fall within the Permitted Activity volumes (2,000l/day) of the Otago Regional Plan: Water and will be a minimum of 50m from all water ways and water bores.

Accordingly, the proposal is an efficient use of water and will not have potential for adverse effects on potable water, the quality and life supporting capacity of water ways and ecosystems.

The proposal is therefore aligned with this Objective and Policy.

21.2.4 Objective - Situations where sensitive activities conflict with existing and anticipated activities are managed to minimise conflict between incompatible land uses.

Policies

21.2.4.1 *New activities must recognise that permitted and established activities in the Rural Zone may result in effects such as odour, noise, dust and traffic generation that are reasonably expected to occur and will be noticeable to residents and visitors in rural areas.*

21.2.4.2 *Control the location and type of non-farming activities in the Rural Zone, so as to minimise conflict between permitted and established activities and those that may not be compatible with such activities.*

The proposal is for new built form and earthworks but the use of the site for residential activity is not new.

Notwithstanding this, the applicant acknowledges that this is a rural environment and acknowledges that there will be noises and smells etc. attributable to typical rural farming activities. Most importantly, the applicant is aware of the informal airports of the Ruby Island Airstrip and the Trilane Industries Limited helicopter landings.

The applicant is happy for an advice note to be placed on the application to ensure that the reverse sensitivity issues of these activities are accepted and acknowledged.

In recognition of these potential reverse sensitivity effects the proposal is aligned with the above Objective and Policies.

Chapter 25 Earthworks

Objective

25.2.1 ***Earthworks are undertaken in a manner that minimises adverse effects on the environment, including through mitigation or remediation, and protects people and communities.***

Policies

25.2.1.1 *Ensure earthworks minimise erosion, land instability, and sediment generation and offsite discharge during construction activities associated with subdivision and development.*

25.2.1.2 *Manage the adverse effects of earthworks to avoid inappropriate adverse effects and minimise other adverse effects, in a way that:*

- a. *Protects the values of Outstanding Natural Features and Landscapes;*
- b. *Maintains the amenity values of Rural Character Landscapes*

- c. *Protects the values of Significant Natural Areas and the margins of lakes, rivers and wetlands;*
- d. *Minimises the exposure of aquifers, in particular the Wakatipu Basin, Hāwea Basin, Wanaka Basin and Cardrona alluvial ribbon aquifers;*

Note: These aquifers are identified in the Otago Regional Plan: Water for Otago 2004.

- e. *Protects Māori cultural values, including wāhi tapu and wāhi tūpuna and other sites of significance to Māori;*
- f. *Protects the values of heritage sites, precincts and landscape overlays from inappropriate subdivision, use and development; and*
- g. *Maintains public access to and along lakes and rivers.*

- 25.2.1.3 *Avoid, where practicable, or remedy or mitigate adverse visual effects of earthworks on visually prominent slopes, natural landforms and ridgelines.*
- 25.2.1.4 *Manage the scale and extent of earthworks to maintain the amenity values and quality of rural and urban areas.*
- 25.2.1.5 *Design earthworks to recognise the constraints and opportunities of the site and environment.*
- 25.2.1.6 *Ensure that earthworks are designed and undertaken in a manner that does not adversely affect infrastructure, buildings and the stability of adjoining sites.*
- 25.2.1.7 *Encourage limiting the area and volume of earthworks being undertaken on a site at any one time to minimise adverse effects on water bodies and nuisance effects of adverse construction noise, vibration, odour, dust and traffic effects.*
- 25.2.1.8 *Undertake processes to avoid adverse effects on cultural heritage, including wāhi tapu, wāhi tūpuna and other taonga, and archaeological sites, or where these cannot be avoided, effects are remedied or mitigated.*
- 25.2.1.9 *Manage the potential adverse effects arising from exposing or disturbing accidentally discovered material by following the Accidental Discovery Protocol in Schedule 25.10.*

The proposed earthworks are substantial in volume, area, height of cuts and depth of fill. The applicant has however ensured there are no instability issues on or off the site through the professional reporting undertaken by GeoSolve.

Water exists on site to control the temporary effects of dust and it is intended to quickly re-grass and/or revegetate the exposed areas to stabilise the land and minimise dust and erosion. Standard conditions for 'high risk' earthworks sites will be imposed requiring an Environmental Management Plan be submitted to Council for engineering review and acceptance.

The proposal does represent substantial earthworks in an ONL, but careful consideration has gone into the earthworks design by Plot Landscapes, Rough & Milne and C. Hughes and Associates to harmonise the dispersal of the fill material with the sites existing contours and to revegetate this.

The significant excavation will be filled by the proposed built form and will not be apparent from outside of the site.

Accordingly, the proposed earthworks will maintain the amenity values and quality of the rural area and adequately utilises the opportunities of the site to accommodate the significant fill volume rather than trucking it off-site.

The proposal is not inconsistent with this Objective and it's supporting Policies.

25.2.2 *Objective – The social, cultural and economic well-being of people and communities benefit from earthworks while being protected from adverse effects.*

Policies

25.2.2.1 *Subject to Objective 25.2.1, enable earthworks that are necessary to provide for people and communities wellbeing, having particular regard to the importance of:*

- a. Nationally and Regionally Significant Infrastructure;*
- b. tourism infrastructure including the continued operation, and provision for future sensitive development of recreation and tourism activities within the Ski Area Sub Zones and the vehicle testing facility within the Wairau Ski Area Sub Zone;*
- c. minimising the risk of natural hazards;*

- d. *enhancing the operational efficiency of farming including maintenance and improvement of track access and fencing; and*
 - e. *the use and enjoyment of land for recreation, including public walkways and trails.*
- 25.2.2.2 *Ensure that earthworks are designed and undertaken in a manner that does not adversely affect infrastructure, buildings and the stability of adjoining sites.*
- 25.2.2.3 *Encourage limiting the area and volume of earthworks being undertaken on a site at any one time to minimise adverse effects on water bodies and nuisance effects of adverse construction noise, vibration, odour, dust and traffic effects.*
- 25.2.2.4 *Undertake processes to avoid adverse effects on cultural heritage, including wāhi tapu, taonga, and archaeological sites, or where these cannot be avoided, effects are remedied or mitigated.*
- 25.2.2.5 *Manage the potential adverse effects arising from exposing or disturbing accidentally discovered material by following the Accidental Discovery Protocol in Schedule 25.10.*
- 25.2.2.6 *Ensure that earthworks that generate traffic movements maintain the safety of roads and accesses, and do not degrade the amenity and quality of surrounding land.*
- 25.2.2.7 *Ensure that earthworks minimises natural hazard risk to people, communities and property, in particular earthworks undertaken to facilitate land development or natural hazard mitigation.*

The applicant will provide for their social well-being as a result of the earthworks by being able to construct their primary residence. At the same time, a comprehensive assessment of the potential geotechnical and natural hazard effects has determined that there are no adverse effects likely on the stability of the site or adjacent properties, buildings, and infrastructure.

Volunteered conditions have been imposed in respect of site management to control the temporary adverse nuisance effects that can arise from earthworks particularly of this scale.

While there will be no earthworks trucked off the site the applicant has volunteered conditions requiring a traffic management plan to be implemented which will control the safe entry and exit of all construction and earthworks machinery and vehicles from the Wanaka-Mt Aspiring Highway.

Standard conditions of consent are expected to be placed on the consent decision (and will be accepted by the applicant) with respect to accidental discovery protocols.

Overall, the proposal is generally in accordance with the above Objective and it's supporting Policies.

Chapter 36 - Noise

36.2.1 *Objective - The adverse effects of noise emissions are controlled to a reasonable level to manage the potential for conflict arising from adverse noise effects between land use activities.*

Policies

36.2.1.1 *Avoid, remedy or mitigate adverse effects of unreasonable noise from land use and development.*

The applicant has provided an expert noise and vibration assessment from AES which confirms that the proposed development can be undertaken whilst complying with the long-term construction noise and vibration limits subject to the recommendations contained within their report.

All the AES recommendations are accepted and therefore the noise and vibration levels from implementing the development will be controlled to a reasonable level.

The proposal is consistent with this Objective and Policy.

Chapter 39 – Wahi Tupuna

39.2.1 *Objective – Manawhenua values, within identified wahi tupuna areas, are recognised and provided for.*

Policies

39.2.1.1 *Recognise that the following activities may have effects that are incompatible with Manawhenua values where they occur within identified wahi tupuna areas;*

- a. *Mining and mining activities, including gravel extraction;*
- b. *Landfills;*
- c. *Cemeteries and crematoria;*
- d. *Forestry;*
- e. *Removal of indigenous vegetation from significant natural areas (SNA's);*
- f. *Wastewater treatment plants.*

39.2.1.2 *Recognise that the effects of activities may be incompatible with Manawhenua values when that activity is listed as a potential threat within a wahi tupuna area, as set out in Schedule 39.6:*

39.2.1.3 *Within identified wahi tupuna areas:*

- a. *avoid significant adverse effects on Manawhenua values and avoid, remedy or mitigate other adverse effects on Manawhenua values from subdivision, use and development listed as a potential threat in Schedule 39.6; and*
- b. *avoid, remedy or mitigate adverse effects on Manawhenua values from subdivision, use and development within those identified wahi tupuna areas where potential threats have not been identified by Schedule 39.6.*

39.2.1.4 *Encourage consultation with manawhenua as the most appropriate way for obtaining understanding of the impact of any activity on a wahi tupuna area.*

The abovementioned Objective and Policies are not directly relevant to the proposal as there are no works contained within an identified Wahi Tupuna area.

However, they have been considered relevant to consider in light of the fact there is a Wahi Tupuna area and Statutory Acknowledgment Area near the subject site.

Overall, the proposal is not considered likely to be incompatible with Manawhenua values as the proposal represents residential development within a site that already contains a residential activity, and the proposal is simply a replacement of the existing built form with associated earthworks and landscaping.

The earthworks will be controlled by a detailed Environmental Management Plan that will be certified by the Council and which will ensure effects of sedimentation and erosion on the adjacent Wahi Tupuna, and Statutory Acknowledgment Areas does not occur. This will ensure the high quality of the water in Lake Wanaka is not affected.

To the writer's knowledge there have not been any archaeological or cultural sites discovered during previous site works or one adjacent sites. Appropriate accidental discovery protocol conditions will be imposed on granted resource consent as a precaution.

Consultation has not been undertaken with manawhenua (Au Kaha and Te Ao Marama) as the risk to cultural values are less than minor.

Therefore, the proposal is generally consistent with the above Objectives and Policies.

11.0 AN ASSESSMENT OF THE ACTIVITY AGAINST MATTERS IN PART 2

The proposal is consistent with Part 2 of the Act, being the sustainable management of natural and physical resources, whilst also protecting the life supporting capacity of ecosystems, and avoiding, remedying or mitigating adverse effects on the environment.

Section 6 – Matters of National Importance

The following matters of national importance are considered relevant to the proposal.

- (b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development.*
- (e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga.*

In terms of (b) the proposal has been thoroughly assessed from a landscape perspective and is not considered inappropriate development subject to implementation of the mitigation measures and proposed ecological planting that have been volunteered by the applicant.

Regarding (e), specific regard has been had to this matter throughout the AEE where it has been concluded that there will be no adverse effects on Manawhenua values of Wahi Tupuna Area Site 34 and the Statutory Acknowledgement Area of Lake Wanaka.

Accordingly, the proposal is consistent with, has recognised, and provided for these matters.

Section 7 – Other Matters

In terms of other relevant matters, the following are considered relevant.

- (a) Kaitiakitanga.*
- (c) the maintenance and enhancement of amenity values.*
- (f) maintenance and enhancement of the quality of the environment.*

Regarding (a) Kaitiakitanga means guardianship and protection. It is a way of managing the environment, based on the Māori world view. The applicant

has had regard to this through the AEE and consideration of the Wahi Tupuna overlay and the Statutory Acknowledgement Area. The AEE concludes that there will be no adverse effects on these areas and therefore no consultation has been undertaken with Iwi.

It is considered that the same explanation provided above in respect of matter 6(b) applies in respect of these two landscape and amenity matters in (c) and (f).

Accordingly, the proposal is consistent with and has had due regard to these matters.

12.0 CONCLUSION

Land use consent is sought from the Queenstown Lakes District Council to replace the existing residential unit on the subject site with a new, mostly subterranean, residential unit and associated accessory building.

The proposal involves earthworks and ecological landscape planting.

Overall, the proposal is assessed as a **Discretionary Activity** resource consent.

The actual and potential effects on the environment have been outlined in Section 7 of this report where it is concluded that the proposed activity is likely to have temporary adverse effects on the environment that will be no more than minor.

The proposal is consistent with the relevant Objectives and Policies of both the Operative District Plan and the Proposed District Plan and meets the purpose and principles of the Resource Management Act 1991.

QLDC Property Map



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

937746/2

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

4050.00

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description — Insert only when part or Stratum, CT

16A

263
623

ALL

Transferor Surnames must be underlined

TRILANE INDUSTRIES LIMITED at Auckland

106KJ1 23/03/1997 7740
NZ Stamp Duty - Stamp
Self assessed duty 44,050.00

Transferee Surnames must be underlined

RAYNHAM GEORGE HANNA of Wanaka, Company Director

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Fee Simple Together With those Easements referred to in the annexure schedule
But Subject to those Easements in favour of the Transferor described in the
annexure schedule and Subject To Land Covenant in Clause 3.1 of Annexure Schedule

Consideration

Six Hundred and Forty Thousand Dollars (\$640,000.00)

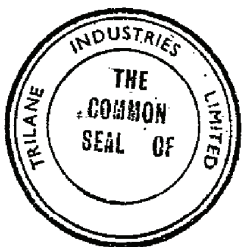
Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this

2nd day of September 1997

Attestation



Signed in my presence by the Transferor
Signature of Witness

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

Witness name ALISON SLODACH

Occupation SECRETARY

Address 18 BAYVIEW ST
PRAHRAN 3181

Signature, or common seal of Transferor

TRANSFER, LEASE, ASSIGNMENT,
AGREEMENT stamped with duty of:-

\$..... on

SECTION 24 (1) (a) APPROVED

SECTION 24 (1) (b) APPROVED

Date

for Area Manager (Borough Council)

MARTIN MYER (Director)

A. J. Harcourt (Director)

Certified correct for the purposes of the Land Transfer Act 1952

Confirmed that no conveyance duty is payable on the value of Section 24(1) of the Stamp and Cheque Duty Act 1952.
(DELETE INAPPLICABLE CERTIFICATE)

John Paul

Solicitor for the Transferee

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 2nd September 1997 Page 2 of 14 Pages

The Fee Simple is transferred to the Transferee TOGETHER WITH the following easements, such easements having the terms, conditions, covenants, restrictions, rights and powers as are herein described.

1. **The Right of Way** means a right of way within the meaning of the Seventh Schedule to the Land Transfer Act 1952 over and along the area marked "A" on Deposited Plan 25160.
- 1.1. **The Right to Convey Water** shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor, his tenants and any other person lawfully entitled to do so) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course over the area marked "A" on Deposited Plan 25160 and over the area marked "e-d" on Deposited Plan 26187 together with the additional rights incidental thereto as are set out herein and in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952.
- 1.2. **The Right to Pump water** shall mean the full free and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor, his tenants and any other person lawfully entitled to do so) to be supplied with a permanent potable water supply not exceeding 1000 litres of water per day from a water bore drilled on the Servient Land (being that area marked "B" on Deposited Plan 26187) by way of pumping facilities and underground reticulation (the Water Supply) subject to Clauses 2.5 to 2.16 hereof, inclusive.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated

2nd September 1997

Page

3

of

14

Pages

1.3. **The Right to Transmit Telecommunications** means the full, free, uninterrupted and unrestricted right for the Transferee and other authorised persons (but subject to the transferor, his tenants and other authorised persons having a similar right to convey or conduct telephone communications, electronic communications, signals or impulses by means of five pairs of lines or cables below ground along that area marked "A" on Deposited Plan 25160) from time to time and at all times to convey or conduct telephone, telecommunications, electronic communications, signals or impulses by means of two pairs of lines or cables, below ground, along that area marked "A" on Deposited Plan 25160, together with the other rights and powers as are set out in Clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with Clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "*pipes*" and "*pipeline*" it also refers to "*conduits, lines and cables*", so as to give full effect to the rights to convey or conduct telephone, telecommunications, electronic communications, signals or impulses contained in this instrument.

1.4. **The Right to Transmit Electricity** means the full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferee, his tenants, other authorised persons (in common with the Transferor, his tenants and any other authorised persons) from time to time and at all times to convey or conduct electricity by means of lines or cables, located below ground, along that area marked "A" on Deposited Plan 25160 and those areas marked "C" "f-g" and "h-i" on Deposited Plan 26187, together with the other rights and powers as are set out in Clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with Clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "*pipes*" and "*pipeline*" it also refers to "*conduits and cables*", so as to give full effect to the rights to convey or conduct electricity contained in this instrument. Provided that such rights shall only apply to the underground transmission of electricity.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated

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2. TERMS, CONDITIONS, COVENANTS, OR RESTRICTIONS IN RESPECT OF THE EASEMENTS CREATED BY THIS TRANSFER

2.1. The covenants, rights and obligations contained in this instrument shall enure for all time for the benefit and burden as appropriate of all the lands owned by the parties to this instrument and every part thereof.

2.2. Right of Way

(a) The cost of maintaining and repairing the carriage way formed on the Servient Land over which the forgoing Right of Way is created and of complying with the requirements of any public or local authority having jurisdiction over it, shall be met equally by the registered proprietors of the Dominant and the Servient Land provided that:

(i) No registered proprietor shall be required to contribute to the maintenance and repaid of any part of the carriage way not used by that registered proprietor; and

(ii) If any such construction, maintenance or repair becomes necessary through the omission, neglect or default by any party, then that party responsible shall meet the cost of such constructions, maintenance or repair attributable to that party's omission, neglect or default.

(b) The implied rights set out in the Ninth Schedule to the Property Law Act 1952 apply except as modified by paragraph (a) of this Clause 2.2.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

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2nd September 1997

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2.3. Right to Convey Water

The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits through which the water supply flows, pursuant to the Right to Convey Water specified in this instrument, shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default.

2.4. Right to Convey Telecommunications and Electricity

The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines or cables, used to convey the telecommunications or electricity pursuant to the rights specified in this instrument shall be met as to a fair proportion according to the sections of such pipes, conduits or cables, respectively used by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default.

2.5. Right to Pump Water

Installation of Domestic Water Supply. The Transferee shall be entitled to be supplied with water from the Water Supply subject to the Transferee sharing with Transferor the costs of maintenance of the said Water Supply and any equipment used in conjunction therewith, and the cost of providing electrical reticulation to the pumps associated with the supply, such

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Annexure Schedule

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cost to be in proportion to the rights of the Transferor and the amount of water taken from the supply by the Transferor and Transferee respectively.

- 2.6. The Transferee will be supplied from the Water Supply by electric pump and separate underground reticulation, provided that the amount of water supplied to the Transferor shall not exceed 1000 litres per day.
- 2.7. No warranty as to the availability and uninterrupted supply of water or the suitability of the Water Supply system is given or shall be implied on behalf of the Transferor.
- 2.8. The Transferee and the Transferor acknowledge that there is a need to conserve water and that each party shall use its best endeavours to utilise water supplied from the Water Supply in an economic manner.
- 2.9. The registered proprietors of the Dominant Land and the Servient Land shall have the following rights:
 - (a) The right to draw water from the said Water Supply in accordance with Clause 2.5 and 2.6 hereof; and
 - (b) The right to service and maintain the said domestic supply scheme; and
 - (c) The full uninterrupted and unrestricted right, liberty and privilege for themselves, their tenants, servants, agents and workmen with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the Transferor's or the Transferee's land and to remain there for any reasonable time for the purpose of maintaining, servicing and/or renewing the Water Supply or any part thereof and of the opening up of the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Transferor or

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Annexure Schedule

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Transferee and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

Obligations of the Parties

2.10. Where any damage to the Water Supply or any part of it is caused by neglect or default of one of the parties hereto, their agents, invitees or assignees, then that party or those parties shall bear the costs of remedy thereof.

2.11. Neither the Transferor nor the Transferee shall raise or lodge any objection or submission to any application for a renewal of or a further water permit in connection with the Water Supply.

2.12. The Transferor Responsible for Operation

(a) In order to ensure the efficient and orderly operation and maintenance of the Water Supply the Transferor shall:

(i) Ensure that all permits and consents required for the Water Supply are obtained and kept current;

(ii) Arrange for all necessary maintenance of and repairs to the Water Supply, including the electric pumps, electricity supply and meter, and the domestic supply network and improvements and alterations that may from time to time be made thereto to ensure the continued operation of the Water Supply from the electric pumps to the Dominant Land and the Servient Land;

(iii) Receive and arrange payment of all electricity charges and other payments necessary to ensure the pumping of water;

(iv) Maintain a separate bank account for all receipts and payment relating to the

operation and maintenance of the Water Supply; and
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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(v) Regularly invoice the Transferee to contribute to the operating and maintenance costs of the Water Supply for his share of such costs incurred.

(b) For the purposes of this Clause the Transferor may require the Transferee to pay by bank automatic payment or otherwise into the said bank account, a regular payment on account of maintenance and operating costs to be incurred by him pursuant to this Clause, and all such moneys shall be applied in payment of such costs.

2.13. No Interference

No party shall do any act which impedes, interferes with or restricts the rights of any other party or other authorised persons in relation to this instrument. AND IN PARTICULAR no party, other than the Transferor or his nominees, agents or appointees, shall interfere with the pumping equipment or pipes without the consent of the Transferor, its nominees, agent or appointees, as referred to above first having been obtained PROVIDED THAT this clause shall not affect the Transferees rights set out in clause 2.10 hereof.

2.14. Liability Only Incurred by Registered Proprietor

A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this instrument shall not operate to relieve that transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

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2.15. Default

If one party neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by that party (the defaulting party) the following provisions shall apply:

- (a) The other party may serve upon the defaulting party a written notice ("a Default Notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the Default Notice the other party may perform such obligation.
- (b) If at the expiry of the Default Notice the defaulting party still neglects or refuses to perform or join in performing the obligation, the other party may:
 - (i) perform such obligation; and
 - (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
- (c) The defaulting party shall be liable to the other party for the costs of the Default Notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.
- (d) The other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

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2.16. Arbitration

- (a) Any dispute between the parties arising regarding the easements, rights of obligations under this instrument, or compliance with such shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.
- (b) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or any part of the costs and may make an order for costs in favour of any party.

2.17. No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provision in this instrument (whether expressed or implied) for any other cause it being the intention of the parties that the provisions of this instrument shall subsist for all time until surrendered.

Notices

2.18. A written notice to be sent pursuant to the terms of this instrument shall be:

- (a) Delivered to that person; or
- (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
- (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

2.19. Delivered, Posted, Faxed

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
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officer of the company or to a person working at the registered office of the Company.

- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.

3. FURTHER COVENANTS BY TRANSFeree

3.1. The Transferee hereby covenants with the transferor that:

- (a) Neither the Transferee nor his successors in title will operate a commercial visitor accommodation business on the land hereby transferred, which will in any manner either directly or indirectly compete with the visitor accommodation business carried out on or to be carried out on the Transferors land (described as Lot 1 Deposited Plan 24014 Certificate of Title 16A/622) by the Transferor and/or it's successors in title. to the intent that this covenant is in favour of the Transferor's land and the Transferor may enforce this covenant against the Transferee as registered proprietor of the Transferee's land.

4. REGISTRATION OF COVENANTS

- 4.1. Both the Transferor and the Transferee request the District Land Registrar to register the above mentioned covenants against their respective Certificates of Title 16A/622 and 16A/623.

5. INTERPRETATION

- 5.1. In this instrument, unless the context otherwise requires:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

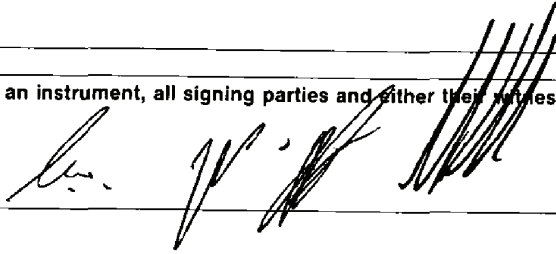
TRANSFER

Dated 2nd September 1997 Page 12 of 14 Pages

- "Dominant Land" means the land described in the Schedule to which the relevant easement is appurtenant.
- "The Transferee" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easement is appurtenant.
- "The Transferee and Other Authorised Persons" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easement.
- "The Transferor" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easement.
- "The Transferor and Other Authorised Persons" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the relevant easement.
- "Servient Land" means the land described in the Schedule which is subject to the relevant easement.

The following meanings are given to the following words in Clause 2.16:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

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A reference to the "other party" is any party to this instrument other than the defaulting party.

- 5.2 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 5.3 A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

SCHEDULE

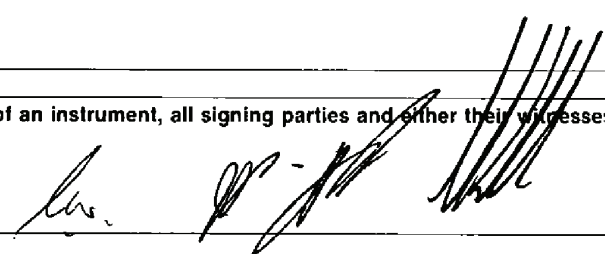
Dominant Land

23.2790 hectares more or less being Lot 2 Deposited Plan 24014 and being all of the land contained in Certificate of Title 16A/523

Servient Land

29.5760 hectares ore or less being Lot 1 Deposited Plan 24014 and being all of the land contained in Certificate of Title 16A/622.

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

I, **WILLIAM WILSON** of Auckland Solicitor hereby certify:-

1. That by Deed dated the 9th day of May 1997 **RAYNHAM GEORGE HANNA** of England Company Director appointed me his attorney on terms and conditions set out in the said Deed, a copy of which is deposited at the Land Titles Office at Dunedin under No 935696/1.
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 **RAYNHAM GEORGE HANNA** or otherwise.

SIGNED at

this *ninth* day of *September*
1997.

)

VAA

William Wilson
.....

Annexure Schedule

TRANSFER

Dated

2nd September 1997

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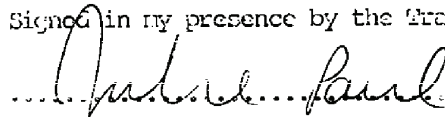
Pages

Continuation of "Attestation"

Rayman George MANNA by
his Attorney William WILSON

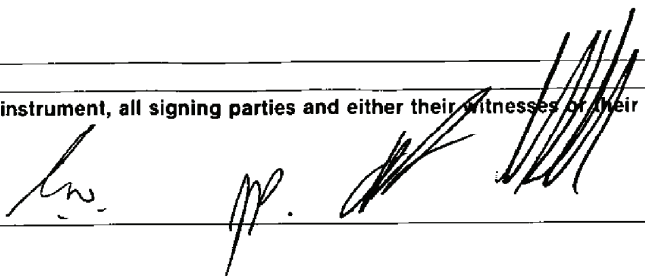


Signed in my presence by the Transferee



Witness name JULIE PAUL
Occupation Solicitor
Address Auckland

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting
MACALISTER TODD PHILLIPS Barristers and Solicitors P.O. Box 653 QUEENSTOWN Phone (03)442-8110

Auckland District Law Society
REF: 4135

10.57 08.0CT197 937746.2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
164/622 164/623
NEW ZEALAND

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



Approved by Registrar-General of Land under No. 2002/6055
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



E 6021766.1 Grant of Ea

Cpy - 01/01, Pgs - 017, 27/05/04, 12:39



DocID 610130720

Grantor

Surname(s) must be underlined or in CAPITALS.

Raynham George HANNA, Paul Morley DODD, TRILANE INDUSTRIES LIMITED, Andrea Jeanne HOGAN and John Keith RADLEY

Grantee

Surname(s) must be underlined or in CAPITALS.

Grant Laurie BISSET, Margaret Lynne BISSET, Ross Sefton GIBSON, Raynham George HANNA and Paul Morley DODD

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

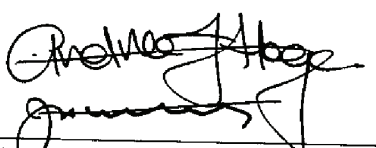
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day of

April

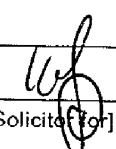
2004

Attestation

See Annexure Sheets hereto	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Grantor	Occupation
	Address

See Annexure Sheets hereto	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Grantee	Occupation
	Address

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


[Solicitor for] the Grantee

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

7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1

Easement instrument

Dated

21st April 2014

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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)
Right to use airstrip	B on Deposited Plan 301156	15292 15295 16A/622	15293 15294

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]~~ ~~[negatived]~~ ~~[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

[Handwritten signatures and initials in the box]

ANNEXURE SCHEDULE 2

1. RECITALS

- 1.1 The Grantor is registered as the Proprietors of the Servient Land.
- 1.2 The Grantee is registered as the Proprietors of the Dominant Land.
- 1.3 The Grantor has agreed to grant to the Grantee as an easement appurtenant to the Dominant Land for all time the right to use the airstrip marked "B" on Deposited Plan 301156.

2. TRANSFER AND GRANTING OF THE EASEMENT

The Grantor **TRANSFERS AND GRANTS** to the Grantee the full free uninterrupted and unrestricted right liberty and privilege for the Grantee and other authorised persons and the Grantees tenants (in common with the Grantor their tenants and any other authorised persons) to land and/or take off fixed wing aircraft and/or their helicopters from the airstrip marked "B" on Deposited Plan 301156, subject to the Grantee contributing a fair proportion to the cost of maintaining and repairing the airstrip, such proportion to be calculated according to the number of times the airstrip is used by the registered proprietors of the Dominant and Servient Lands. However, if any such maintenance or repair becomes necessary through the omission, neglect or default of one of the parties then the party responsible shall meet the cost of such maintenance or repair attributable to that omission, neglect or default.

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Handwritten signatures and initials in black ink, including a large signature on the left, a smaller one in the middle, and a signature on the right that appears to be 'CHAM'.

Annexure Schedule

EASEMENT

TRANSFER^x

Dated

26th April 2004

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3 TERMS, CONDITIONS, COVENANTS, OR RESTRICTIONS IN RESPECT OF THE EASEMENTS CREATED BY THIS TRANSFER

- 3.1 The covenants, rights and obligations contained in this instrument shall endure for all time for the benefit and burden as appropriate of all the lands owned by the parties to this instrument and every part thereof.

LIABILITY ONLY INCURRED BY REGISTERED PROPRIETOR:

- 3.2 A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this instrument shall not operate to relieve that transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

DEFAULT:

- 3.3 If a defaulting party neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party, the following provisions shall apply:
- (a) The other party may serve upon the defaulting party a written notice ("a Default Notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the Default Notice the other party may perform such obligation.
 - (b) If at the expiry of the Default Notice the defaulting party still neglects or refuses to perform or join in performing the obligation, the other party may:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Annexure Schedule

EASEMENT

~~TRANSFER~~

Dated

25th April 2004

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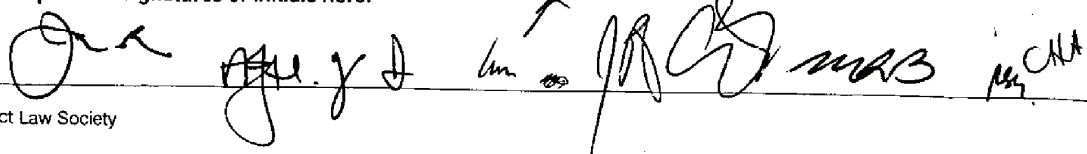
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- (i) perform such obligation; and
 - (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
 - (c) The defaulting party shall be liable to the other party for the costs of the Default Notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.
 - (d) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause
- 3.4 (a) Any dispute between the parties arising regarding the easements, rights of obligations under this instrument, or compliance with such shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.
- (b) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or any part of the costs and may make an order for costs in favour of any party.
- 3.5 No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provision in this instrument (whether expressed or implied) or any other cause, it being the intention of the parties that the provisions of this instrument shall subsist for all time until surrendered.

If this Annexure Schedule is used as an expansion of an instrument all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Annexure Schedule

EASEMENT
TRANSFER

Dated

26th April 2014

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- (i) perform such obligation; and
- (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
- (c) The defaulting party shall be liable to the other party for the costs of the Default Notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.
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- (b) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or any part of the costs and may make an order for costs in favour of any party.
- 3.5 No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provision in this instrument (whether expressed or implied) or any other cause, it being the intention of the parties that the provisions of this instrument shall subsist for all time until surrendered.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Handwritten signatures and initials]

NOTICES

3.6 A written notice to be sent pursuant to the terms of this instrument shall be:

- (a) Delivered to that person; or
- (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
- (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

3.7

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the Company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.

4.0 FURTHER COVENANTS BY GRANTEE

4.1 Neither the Grantee nor their successors in title will object in any manner to any application for resource consent to land and/or take off aircraft from the Airstrip marked "A", "A1", "A2", "A3" and "B" on Deposited Plan 301156, and/or the use of the Grantors land (being Lot 1 DP 24014, Lot 1 DP 303826 and Lot 5 DP 303826 for the taking off or landing of fixed wing aircraft and/or helicopters.

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5. **INTERPRETATION**

5.1 In this instrument, unless the context otherwise requires:

"Dominant Land" means the land described in the Schedule A to which the relevant easement is appurtenant.

"The Grantee" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easement is appurtenant.

"The Grantee and Other Authorised Persons" in relation to each easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement.

The Grantor in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easement.

The Grantor and Other Authorised Persons in relation to each easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the relevant easement.

D0310004_JMP.rl:mjs
117692-20

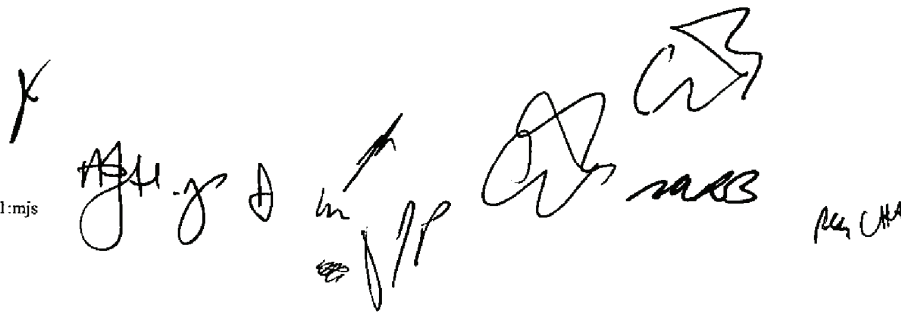
A series of handwritten signatures and initials in black ink, including a large 'V' at the top left, followed by several stylized signatures, and the initials 'CHN' at the bottom right.

"*Servient Land*" means the land described in the Schedule A which is subject to the relevant easement.

The following meanings are given to the following words in Clause 3.3:

- * A reference to the "defaulting party" is a reference to the party of this instrument which neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party.
 - * A reference to the "other party" is any party to this instrument other than the defaulting party.
- 6.2 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 6.3 A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

D0310004_JMP.r1:mjs
117692-20

A collection of handwritten signatures and initials in black ink. From left to right, there is a large 'X', a signature that appears to be 'JH', a signature that appears to be 'g A', a signature that appears to be 'in', a signature that appears to be 'JPP', a signature that appears to be 'CAB', a signature that appears to be 'mab', and a signature that appears to be 'Pegy CHA'.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **COLIN CHARLES MCKAY** hereby certify

1. **THAT** by Deed dated the 26th July 2002, RAYNHAM GEORGE HANNA appointed me his Attorney on the terms and subject to the conditions set out in the said Deed, a copy of which is deposited at the Land Transfer Office at Auckland under No. PA5423578.1.
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 RAYNHAM GEORGE HANNA or otherwise.

SIGNED at Auckland this 21ST day of April 2004.


COLIN CHARLES MCKAY

CONTINUATION OF ATTESTATION

**SIGNED by RAYNHAM
GEORGE HANNA** as Grantor and
Grantee
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:

[Signature] (cc memo) as attorney
[Signature]
JULIE MARION PAUL
SOLICITOR
AUCKLAND

**SIGNED by PAUL MORLEY
DODD** as Grantor and Grantee and as
Consenting Mortgagee under Mortgage No. 5683950.4.
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:

[Signature]
[Signature]
JULIE MARION PAUL
SOLICITOR
AUCKLAND

**SIGNED by TRILANE
INDUSTRIES LIMITED**
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:

[Signature]
[Signature]
JAMES DAVID LOVETT
Contractor
66 Matai road WANAKA

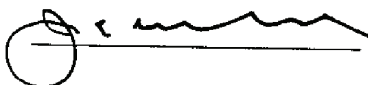
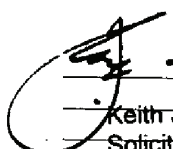
**SIGNED by ANDREA
JEANNE HOGAN**
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:

[Signature]
[Signature]
ANDREA JEANNE HOGAN
SOLICITOR
AUCKLAND
[Signature]
CHAS PER.



**SIGNED by JOHN
KEITH RADLEY**
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:



Keith Jack Harvey Wong
Solicitor
Auckland



**SIGNED by GRANT
LAURIE BISSET**
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:



Robert Corrinus Bisset
Pilot
P.O. Box 691 Waiuku

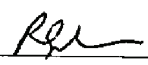
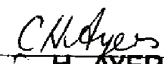
**SIGNED by MARGARET
LYNNE BISSET**
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:



Robert Corrinus Bisset
Pilot
P.O. Box 691 Waiuku

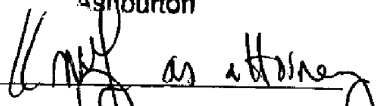
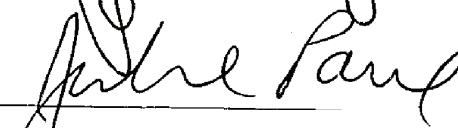
**SIGNED by ROSS SEFTON
GIBSON** in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:



C. H. AYERS
Clerk
6 Argyle Place
Ashburton

**SIGNED by RAYNHAM
GEORGE HANNA** as Grantor and
Grantee
in the presence of:

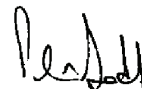
Witness Signature:



JULIE MARION PAUL
SOLICITOR
AUCKLAND

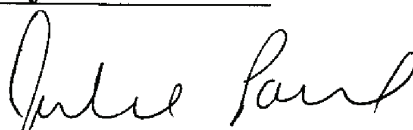
D0310004_JMP:rl:mjs
117692-20

Witness Full Name:
Witness Occupation:
Witness Address:

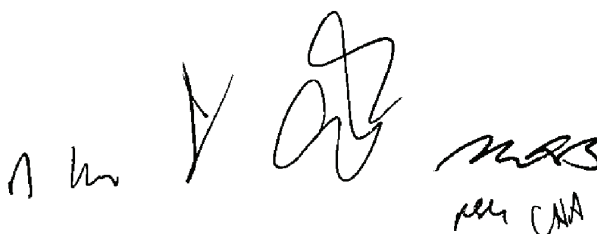
SIGNED by **PAUL MORLEY DODD** as Grantor and
in the presence of:



Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:



JULIE MARION PAUL
SOLICITOR
AUCKLAND



EASEMENT INSTRUMENT dated 21 April 2004

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 024 of 16 Pages

[Insert type of Instrument]

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

Bank of New Zealand

Mortgagee under Memorandum of
Mortgage 937746.3 and 891188

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

(Without prejudice to the rights and powers existing under the interest of the person giving consent,)

the Person giving consent hereby consents to: registration of the within
easement creating a right to use an airstrip.

Dated this 21 day of April 2004

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys Richard Marten Margaret Jane Aston	BANK OF NEW ZEALAND by its Attorneys:- [Signature] [Signature]	Signed in my presence by the Person giving consent [Signature] Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Noel Ronald Letford Bank Officer Auckland Occupation Address
	Signature [Common seal] of Person giving consent	

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**

We, Richard Marten and Margaret Jane Aston both of Auckland, Bank Officers, severally certify that:

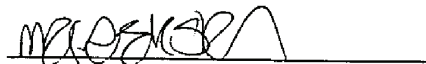
1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 21st April 2004


Richard Marten

SIGNED at Auckland this 21st April 2004


Margaret Jane Aston

ANNEXURE SCHEDULE - CONSENT FORM

Land Transfer Act 1952 section 238(2)

Page 16 of 16 Pages

[Insert type of Instrument] Easement

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

Paul Morley Dodd, Colin Charles McKay and Raymond George Hanna	Mortgagee under Memorandum of Mortgage 5683950.4
--	--

Consent

Delete words in [] if inconsistent with the consent

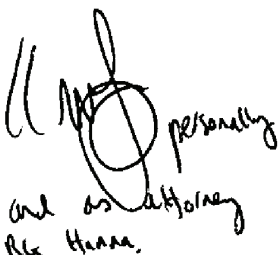
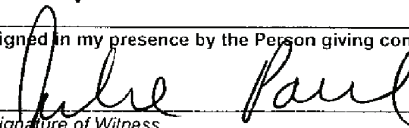
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]


the Person giving consent hereby consents to: registration of the within
easement creating a right to use an airstrip.

Dated this 21ST day of April 2004

Attestation

 personally and as Attorney Alex Hanna. Signature of P M Dodd See Continuation of	Signed in my presence by the Person giving consent  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Address
	JULIE MARION PAUL SOLICITOR AUCKLAND
Attestation Signature [Common seal] of Person giving consent	

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.

hm g f H. J 

Torrenstalk December 2002 7

Landonline User ID: **J M Paul**
 LODGING FIRM: **Wilson McKay**
 Address: **PO Box 28 347**
Remuera
Auckland
 Uplifting Box Number:
 ASSOCIATED FIRM:
 Client Code / Ref: **117692-20**

HEREWITH
 Survey Plan (#)
 Title Plan (#)
 Traverse Sheets (#)
 Field Notes (#)
 Calc Sheets (#)
 Survey Report

Dealing / SUD Number:
 (LINZ Use only)


Priority Barcode/Data Stamp
 (LINZ use only)

FOR DEPOSIT ONLY
 27/05/2004 11:03
 000000#9272 0001
 CHEQUE
 \$75.00

Plan Number Pre-Allocated or
 to be Deposited:

Rejected Dealing Number:

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	15292, 15293, 15294, 15295 and 16A/622	E	R G Hanna, P M Dodd, Trilane Ind Ltd J Hogan & J Radley	75.00							\$75.00
2											
3											
4											
5											
6											
Land Information New Zealand Lodgement Form											
Fees Receipt and Tax Invoice											
GST Registered Number 17-022-895											
LINZ Form P005											
Annotations (LINZ use only)											
Original Signatures? 											
Subtotal (for this page)											\$75.00
Total for this dealing											\$75.00
Less Fees paid on Dealing #											
Cash/Cheque enclosed for											\$75.00

LINZ Form P005 - PDF

Version 1.6: 15 March 2004

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No.

All or Part? Area and legal description – Insert only when part or Stratum, CT

18D/828.7 (A)
18D/828 (B)
18D/828 (C)
15294 (D)

All
Part
All
All

Part Lot 4 Deposited Plan 303826 (3.0536 ha)

5504880.10 Transfer

Cpy – 01/01, Pgs – 007, 28/02/03, 13:24



DocID: 110431367

Transferor Surnames must be underlined or in CAPITALS

Raynham George HANNA and Paul Morley DODD

Transferee Surnames must be underlined or in CAPITALS

Grant Laurie BISSET, Margaret Lynne BISSET and Ross Sefton GIBSON

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

- (A) Surrender of right to convey water b-c-d-e specified in Easement Certificate 965306.7
(B) Transfer of fee simple
(C) Creation of land covenants
(D) Creation of easement of right of way (continued on page 1 Annexure Schedule)
- over the land in Certificate of Title 18D/828.7

Consideration

Pursuant to an Agreement

*(A) the Transferee transfers and surrenders to the Transferor the easement of right to convey water b-c-d-e specified in Easement Certificate 965306.7 and (B) and (C)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created. and (D) the Transferee grants to the Transferor the easement described above.

Dated this 18th day of November 2002

Attestation

	Signed in my presence by the Transferor Raynham George HANNA
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name COLIN McKAY
	Occupation SOLICITOR
	Address AUCKLAND
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

REF: 4135 /1

Annexure Schedule

TRANSFER

Dated

Page

1

of

3

Pages



CONTINUATION OF "ESTATE OR INTEREST TO BE CREATED"

WHEREAS it is the Transferor's intention to create for the benefit of the parcel of land described as the dominant tenement in Schedule A the land covenant set out in Schedule B over the parcels of land described as the servient tenements in Schedule A and it is the Transferee's intention to create for the benefit of the parcels of land described in Schedule C the land covenant set out in Schedule D over the parcel of land described as the servient tenement in Schedule C **TO THE INTENT** that the servient tenements shall be bound by the stipulations and restrictions set out in Schedules B and D respectively and that the owners and occupiers for the time being of the dominant tenements may enforce the observance of such stipulations against the owners for the time being of the servient tenements.

AND AS INCIDENTAL to the transfer of the fee simple the Transferor **COVENANTS AND AGREES** with the Transferee in the manner set out in Schedule B so that the covenant set out therein runs with the servient tenements referred to in Schedule A for the benefit of the dominant tenement referred to in Schedule A.

AND ALSO AS INCIDENTAL to the transfer of the fee simple the Transferee **COVENANTS AND AGREES** with the Transferor in the manner set out in Schedule D so that the covenant set out therein runs with the servient tenement referred to in Schedule C for the benefit of the dominant tenement referred to in Schedule C.

AND BOTH the Transferor and the Transferee request the District Land Registrar to register the above covenants against Certificates of Title 15292, 15293, 15294 and 15295 respectively.

SCHEDULE A

Servient Tenement	Dominant Tenement	Identification of Part Subject to Land Covenant on Deposited Plan 303826
Lot 1 Deposited Plan 303826	Lot 4 Deposited Plan 303826	"N", "O", "P"
Lot 3 Deposited Plan 303826	Lot 4 Deposited Plan 303826	"M"

SCHEDULE B

The existing wetland area on that part of the servient tenement over which this land covenant is created as identified in Schedule A ("the wetland") shall be preserved and protected as if a natural wetland area in accordance with good natural landcare practice. No earthworks or other physical alteration of the topography of the wetland or diversion of water from the wetland shall be carried out. All plantings on the wetland shall be maintained and enhanced in a manner consistent with the preservation of a natural wetland area.

SCHEDULE C

Servient Tenement	Dominant Tenement
Lot 4 Deposited Plan 303826	Lot 1 Deposited Plan 303826
Lot 4 Deposited Plan 303826	Lot 3 Deposited Plan 303826
Lot 4 Deposited Plan 303826	Lot 5 Deposited Plan 303826

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

REF: 4135 /3

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 3 Pages

SCHEDULE D

Neither the registered proprietors of the servient tenements nor their successors in title will object in any manner to any application for resource consent made for the use of the dominant tenement for the taking off and/or landing of fixed wing aircraft and/or helicopters.

FURTHER CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

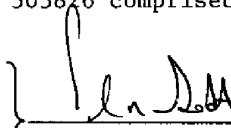
The Transferor shall have (in common with the Transferee and all others having the like right) an easement of right of way as defined in the Seventh Schedule to the Land Transfer Act 1952 and containing the rights implied in easements of vehicular right of way set out in the Ninth Schedule to the Property Law Act 1952 over that part of the Transferee's land in Certificate of Title 15294 marked "A" on Deposited Plan 303826 to be forever appurtenant to Lots 3 and 5 Deposited Plan 303826 comprised in Certificates of Title 15293 & 15295.


CONTINUATION OF "ATTESTATION"

SIGNED by PAUL MORLEY
DODD

in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:




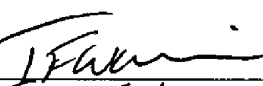

COLIN MCKAY
SOLICITOR
AUCKLAND

SIGNED by GRANT LAURIE
BISSET

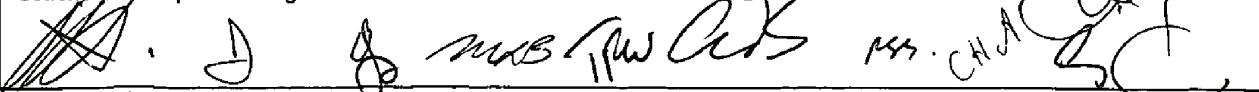
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:




Toby Frederick Wallis
Pilot
P.O. Box 644 Wanaka

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Auckland District Law Society
REF 4120

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 3 of 3 Pages

**SIGNED by MARGARET LYNNE
BISSET**

in the presence of:

M. Bisset

Witness Signature:

Witness Full Name:

Witness Occupation:

Witness Address:

T. F. Wallis
Toby Fredrick Wallis
Pilot
P.O. Box 644 Waiwaka

**SIGNED by ROSS SEFTON
GIBSON**

in the presence of:

R. H. Ayers

Witness Signature:

Witness Full Name:

Witness Occupation:

Witness Address:

C. H. Ayers
C. H. AYERS
Clerk
6 Argyle Place
Ashburton

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signatures and initials of parties and witnesses]

Auckland District Law Society

REF 4120

Annexure Schedule



Insert below

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

Transfer

Dated

Page

of

Pages

BANK OF NEW ZEALAND as Mortgagee under Mortgage No 937746/3 hereby consents to the registration of the within land covenants but without prejudice to its rights and remedies under the said Mortgage.

DATED the

11

day of

February

2003

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorneys

BANK OF NEW ZEALAND
by its Attorneys:

Alan Thomas Simpson

Kendall James Taylor

Witness to the signature of

Alan Thomas Simpson

Witness

KELSEY MAREE LAWRIE

Occupation

Bank Officer

Address

Wellington

Witness to the signature of:

Kendall James Taylor

Witness

KELSEY MAREE LAWRIE

Occupation

Bank Officer

Address

Wellington

50300298

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society
REF 4120



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

We, *Alan Thomas Simpson* and *Kendall James Taylor* both of Wellington, New Zealand, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington this 11th day of February 2003

A handwritten signature in black ink, appearing to read "A Simpson", written over a horizontal line.

Alan Thomas Simpson

SIGNED at Wellington this 11th day of February 2003

A handwritten signature in black ink, appearing to read "K Taylor", written over a horizontal line.

Kendall James Taylor

50300298

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Gallaway Cook Allan PO Box 143 DUNEDIN

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



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

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




R. W. Muir
Registrar-General
of Land

Identifier 382239
Land Registration District Otago
Date Issued 27 March 2008

Prior References

15292

Estate Fee Simple
Area 7.6664 hectares more or less
Legal Description Lot 2 Deposited Plan 395762
Registered Owners
Nature Preservation Trustee Limited

Interests

Subject to Section 8 Coal Mines Amendment Act 1950

Appurtenant hereto is a right of way, right to convey water, pump water and transmit telecommunications and electricity created by Transfer 937746.2 - 8.10.1997 at 10:57 am

Land Covenant in Transfer 937746.2 - 8.10.1997 at 10:57 am

Appurtenant hereto is a right to use airstrip created by Transfer 5504880.3 - 3.3.2003 at 9:00 am

Subject to a right to use airstrip over part marked A on DP 395762 created by Transfer 5504880.4 - 3.3.2003 at 9:00 am

Land Covenant in Transfer 5504880.10 - 3.3.2003 at 9:00 am

Subject to a right to convey water and electricity over part marked Hi & Hii on DP 395762 created by Easement Instrument 5504880.15 - 3.3.2003 at 9:00 am

Subject to a right to convey water and electricity over part marked Hi & Hii on DP 395762 created by Transfer 5504880.18 - 3.3.2003 at 9:00 am

Land Covenant in Transfer 5504880.19 - 3.3.2003 at 9:00 am

Appurtenant hereto is a right to convey water and electricity created by Transfer 5504880.20 - 3.3.2003 at 9:00 am

Subject to a right to use airstrip over part marked A on DP 395762 created by Easement Instrument 6021766.1 - 28.5.2004 at 9:00 am

Land Covenant in Easement Instrument 6021766.1 - 28.5.2004 at 9:00 am

6729623.2 Surrender of the right to use air strip marked J DP 323554 created by Transfer 5504880.4 and specified in Easement Instrument 6021766.1 - 26.1.2006 at 9:00 am

6729623.3 Variation of the conditions of the right to use airstrip easement created by Transfer 5504880.4 - 26.1.2006 at 9:00 am

6729623.4 Variation of the conditions of the right to use airstrip easement created by Transfer 5504880.4 and specified in Easement Instrument 6021766.1 - 26.1.2006 at 9:00 am

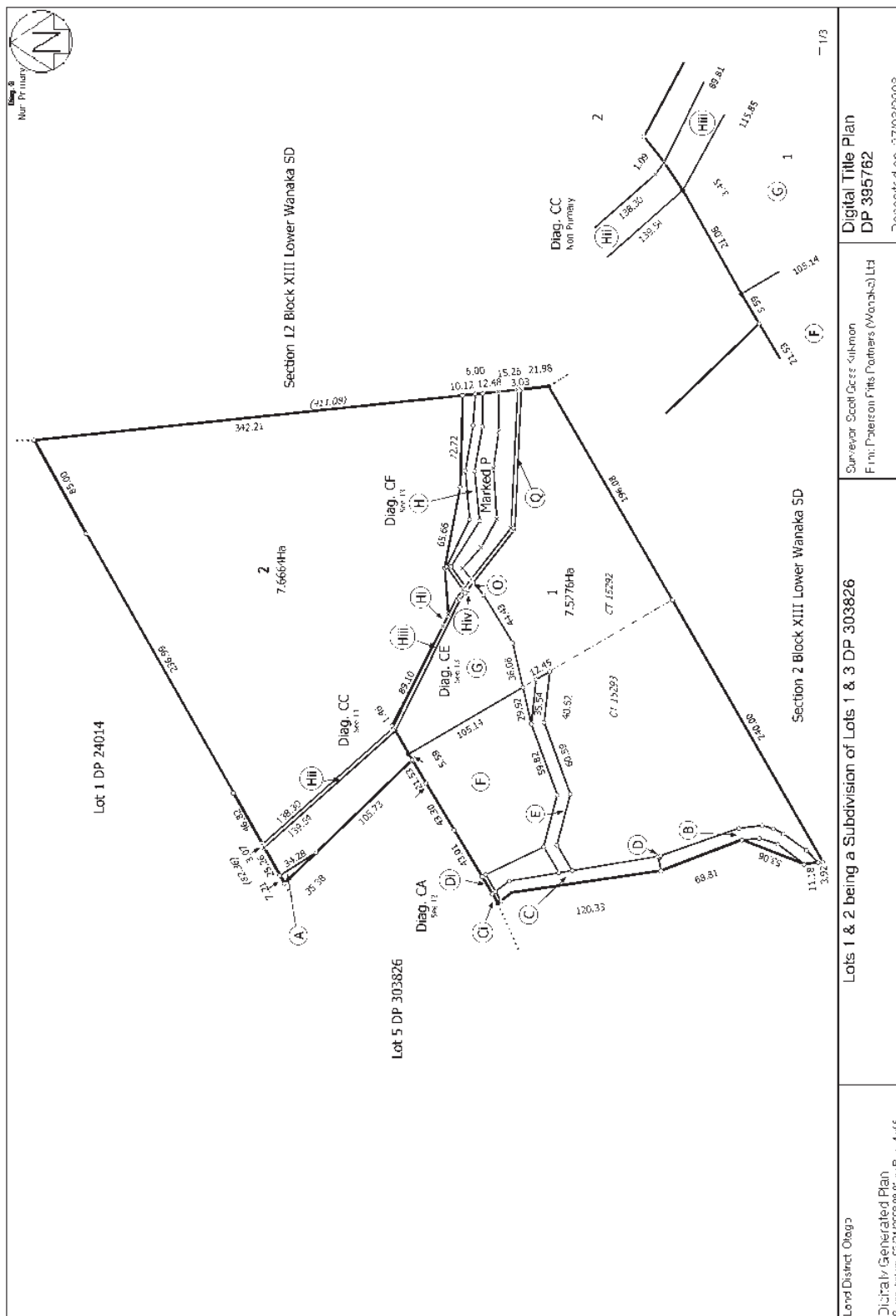
Appurtenant hereto are rights of way and a right of way (pedestrian access only) created by Easement Instrument 6729623.5 - 26.1.2006 at 9:00 am

7531616.1 Partial Surrender of the right of way specified in Easement Instrument 6729623.5 - 6.9.2007 at 9:00 am

Appurtenant hereto is a right of way (pedestrian only) created by Easement Instrument 7761893.2 - 27.3.2008 at 9:00 am

Subject to a right to use airstrip over part marked A on DP 395762 created by Easement Instrument 10331024.1 - 2.3.2016 at 5:05 pm

Appurtenant hereto is a right to use airstrip created by Easement Instrument 10331024.2 - 2.3.2016 at 5:05 pm



Lots 1 & 2 being a Subdivision of Lots 1 & 3 DP 303826

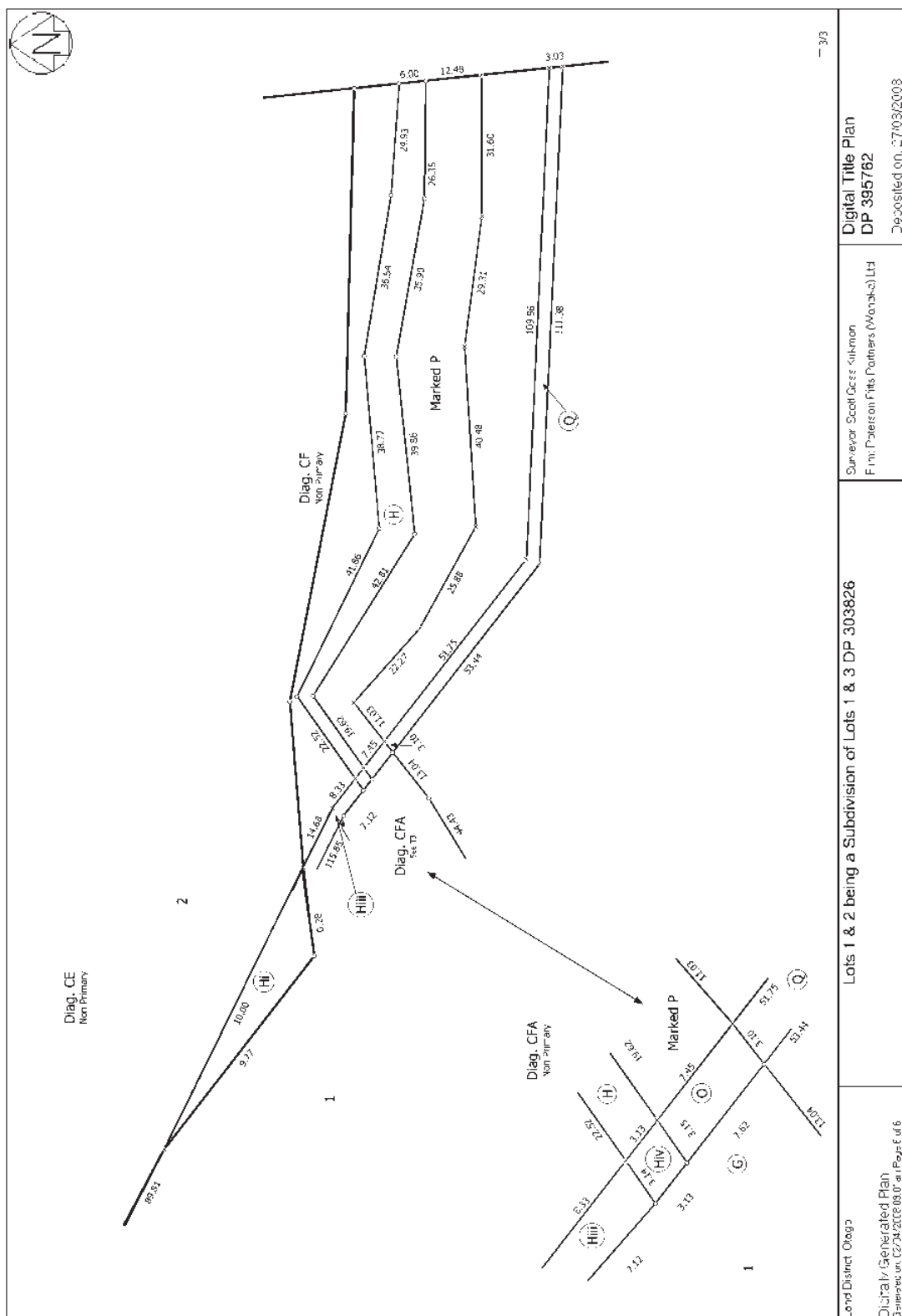
Digital Title Plan
DP 395762

Surveyor Scott Gies Kilmom
Fm. Paterson Ffitts Partners (Wanaka) Ltd

Deposited on: 27/03/2003

Land District Otago
Digitally Generated Plan
Generated on: 22/04/2008 00:00 on Page 4 of 6





TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No.

All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

15292

All

15293

All

15295

All

5504880.19 Transfer

Cpy - 01/01, Pgs - 006, 28/02/03, 13:30



DocID: 110431305

Transferor Surnames must be underlined or in CAPITALS

Raynham George HANNA and Paul Morley DODD

Transferee Surnames must be underlined or in CAPITALS

Raynham George HANNA and Paul Morley DODD

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple subject to Land Covenants (contined on page 2 Annexure Schedule)

Consideration

One dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 18th day of November 2002

Attestation

Signed in my presence by the Transferor **Raynham George HANNA**
Signature of Witness

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

Witness name

Occupation

Address

**COLIN MCKAY
SOLICITOR
AUCKLAND**

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

REF: 4135 /1

Annexure Schedule

TRANSFER

Dated

Page

1

of

Pages



CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

WHEREAS it is the Transferor's intention to create for the benefit of the parcels of land described as the dominant tenements in Schedule A the land covenant set out in Schedule B over the parcels of land described as the servient tenements in Schedule A and to create for the benefit of the parcel of land described as the dominant tenement in Schedule C the land covenant set out in Schedule D over the parcels of land described as the servient tenements in Schedule C **TO THE INTENT** that the servient tenements shall be bound by the stipulations and restrictions set out in Schedules B and D respectively and that the owners and occupiers for the time being of the dominant tenements may enforce the observance of such stipulations against the owners for the time being of the servient tenements.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient tenements for the benefit of the dominant tenements the Transferor **COVENANTS AND AGREES** in the manner set out in Schedules B and D so that the covenants run with the servient tenements for the benefit of the dominant tenements.

SCHEDULE A

Servient Tenement	Dominant Tenement	Identification of Part Subject to Land Covenant on Deposited Plan 303826
Lot 1 Deposited Plan 303826	Lot 3 Deposited Plan 303826	"N", "O", "P"
Lot 1 Deposited Plan 303826	Lot 5 Deposited Plan 303826	"N", "O", "P"
Lot 3 Deposited Plan 303826	Lot 1 Deposited Plan 303826	"M"
Lot 3 Deposited Plan 303826	Lot 5 Deposited Plan 303826	"M"

SCHEDULE B

The existing wetland area on that part of the servient tenement over which this land covenant is created as identified in Schedule A ("the wetland") shall be preserved and protected as if a natural wetland area in accordance with good natural landcare practice. No earthworks or other physical alteration of the topography of the wetland or diversion of water from the wetland shall be carried out. All plantings on the wetland shall be maintained and enhanced in a manner consistent with the preservation of a natural wetland area.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

REF: 4135 /3

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 23 Pages

SCHEDULE C

Servient Tenement

Lot 3 Deposited Plan 303826
Lot 5 Deposited Plan 303826

Dominant Tenement

Lot 1 Deposited Plan 303826
Lot 1 Deposited Plan 303826

SCHEDULE D


Neither the registered proprietor of the servient tenements nor their successors in title will object in any manner to any application for resource consent made for the use of the dominant tenement for the taking off and/or landing of fixed wing aircraft and/or helicopters.


CONTINUATION OF "ATTESTATION"

SIGNED by PAUL MORLEY
DODD

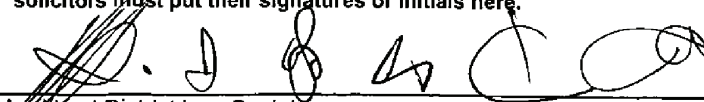
in the presence of:

Witness Signature:
Witness Full Name:
Witness Occupation:
Witness Address:




COLIN MCKAY
SOLICITOR
AUCKLAND

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Auckland District Law Society
REF 4120

Annexure Schedule



Insert below

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

Transfer

Dated

Page 3 of 3 Pages

BANK OF NEW ZEALAND as Mortgagee pursuant to Mortgage No 937746/3 hereby consents to the registration of the within land covenants but without prejudice to its rights and remedies under the said Mortgage.

DATED the 11 day of

February

2002 2003

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorneys

Alan Thomas Simpson

Kendall James Taylor

BANK OF NEW ZEALAND
by its Attorneys:

[Signature]
[Signature]

Witness to the signature of
Alan Thomas Simpson

Witness KELSEY MAREE LAWRIE

Occupation Bank Officer

Address Wellington

Witness to the signature of:

Kendall James Taylor

Witness KELSEY MAREE LAWRIE

Occupation Bank Officer

Address Wellington

50300303

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature] *[Signature]* *[Signature]*

Auckland District Law Society
REF 4120



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

We, *Alan Thomas Simpson* and *Kendall James Taylor* both of Wellington, New Zealand, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington this 11th day of February 2003

Alan Thomas Simpson

SIGNED at Wellington this 11th day of February 2003

Kendall James Taylor

50300303

Approved by Registrar-General
of Land under No. 1995/1004EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Gallaway Cook Allan PO Box 143 DUNEDIN

Auckland District Law Society
REF: 4135 /2

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

The Sanctuary

Our Vision

**We can help bring back
our native plants & birds!**

Our aim is to help return New Zealand's bird and plant heritage to the lakeside for benefit of generations to come.

We also wish to reduce the visual impact of our house by replacing and integrating it with a restored natural environment.



Illustration by Nancy M. Adams 1967



Illustration by Janet Marchall 1973

Our House Replacement & Restoration Strategy

Decrease the visual portion of the house with innovative, sympathetic architectural design techniques such as concealing most of the house and driveway under the current ground level and utilizing green roofs and green walls.

Our plan involves local experts and an extensive professionally designed restoration project with eco sourced native plants to help bring back our plants, birds and animals to the lakeside.

We wish to compliment and collaborate with the nearby Te Kakano, restoration projects and introduce strategic screening with native plants to improve the visual landscape for our community.

Imagine...

In the near future

walking down the track with your family and friends past the waterfall and fossil creeks where a natural ecosystem has been restored on the lake side and it's once again teeming with native bird life. A fantail dances around you, lands on a branch and cheekily looks you straight in the eye then flies away. Giant pigeons are sitting in the indigenous kowhai trees above. The children scream with joy when they spot skinks sunbathing on the rocks. You and your friends experience the Tui's return as they drink the nectar of the native flowers.



Illustration by Janet Marchall 1972