

APPLICATION AS NOTIFIED

Kay Pringle Trust

(RM230854)

FORM 12

File Number RM230854

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:

Kay Pringle Trust

What is proposed:

Land use consent is sought to establish a replacement 1200m² building platform on proposed Lot 1 and create a new 610m² building platform on proposed Lot 2. The application includes associated earthworks, landscaping, and the installation of infrastructure.

AND

Consent is also sought to subdivide Lot 5 DP 27121 and Lot 25 DP302492 such that two saleable lots are created.

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

2118 Gibbston Highway RD 1, Queenstown

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 RM230854 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Courtney Briggs, who may be contacted by phone at 03 450 2220 or email courtney.briggs@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:

Wednesday 7th February 2024

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 Blair Devlin, blair@vivianwspie.co.nz as soon as reasonably practicable after serving your submission to Council:

C/- Blair Devlin
blair@vivianwspie.co.nz
Vivian and Espie Ltd
211B Glenda Drive, Frankton
Queenstown

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Neil Harkin pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: Wednesday 20th December 2023.

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

TechnologyOne ECM Document Summary

Printed On 13-Dec-2023

Class	Description	Doc Set Id / Note Id	Version	Date
PUB_ACC	[A] - Form 9	7820784	1	10-Nov-2023
PUB_ACC	AEE	7820782	1	10-Nov-2023
PUB_ACC	[B] - Record of Title	7820783	1	10-Nov-2023
PUB_ACC	[B1] - Private land covenant 986114.1	7820788	1	10-Nov-2023
PUB_ACC	[B2] - Encumbrance 965322.1	7820787	1	10-Nov-2023
PUB_ACC	[B3] - Deposited plan DP 27121 showing building platform Sheet 1 of 2	7820786	1	10-Nov-2023
PUB_ACC	[B3] - Deposited plan DP 27121 showing building platform Sheet 2 of 2	7820785	1	10-Nov-2023
PUB_ACC	[C] - Proposed plan of subdivision and earthworks-12-12-23	7857703	1	12-Dec-2023
PUB_ACC	[D] - Wentworth Environment Court decision C135-97 and C75-98	7820789	1	10-Nov-2023
PUB_ACC	[E] - BC200455 Plans	7820792	1	10-Nov-2023
PUB_ACC	[F] - Landscape and visual effects assessment - Vivian Espie	7820791	1	10-Nov-2023
PUB_ACC	[G] - Volunteered consent notice conditions	7820798	1	10-Nov-2023
PUB_ACC	[H] - Services assessment - Clark Fortune MacDonald	7820797	1	10-Nov-2023
PUB_ACC	[I] - Preliminary site investigation - Insight Engineering Ltd 11-09-23	7820796	1	10-Nov-2023

PUB_ACC	[J] - Short form EMP	7820795	1	10-Nov-2023
PUB_ACC	[K] - APA Brennan Lot 2 & Lot 3 DP 27121	7820802	1	10-Nov-2023
PUB_ACC	[K] - APA Carpenter	7820801	1	10-Nov-2023
PUB_ACC	[K] - APA Rob Boden	7820804	1	10-Nov-2023
PUB_ACC	[K] - Susan Stevens Lot 1 DP 27121 and Lot 2 Dp 27121	7820803	1	10-Nov-2023
PUB_ACC	[K] - Waka Kotahi - NZTA Affected party approval	7840098	1	28-Nov-2023
PUB_ACC	[L] - Viticultural assessment report - Gary Crabbe	7820794	1	10-Nov-2023
PUB_ACC	[M] - RM081250 approval s127 variation	7820793	1	10-Nov-2023
PUB_ACC	[N]- ODP objectives and policies assessment	7820799	1	10-Nov-2023
PUB_ACC	[O] - Geotechnical report Geosolve	7820800	1	10-Nov-2023
PUB_ACC	Email from Waka Kotahi NZ Transport Agency with Written Approval - 28.11.23	7841312	1	28-Nov-2023
PUB_ACC	Written Approval - Waka Kotahi NZ Transport Agency - 28.11.23	7841311	1	28-Nov-2023



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:

(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust:

*Postal Address:

*Post code:

*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:

*Phone Numbers: Day

Mobile:

*The Applicant is:

☐

Owner

☐

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

☐

Occupier

☐

Lessee

Other - Please Specify:



Our preferred methods of corresponding with you are by email and phone.

The decision will be sent to the Correspondence Details by email unless requested otherwise.



CORRESPONDENCE DETAILS //

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

*Name & Company:

*Phone Numbers: Day

Mobile:

*Email Address:

*Postal Address:

*Postcode:



INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf.

For more information regarding payment please refer to the Fees Information section of this form.

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

Applicant:

☐

Agent:

☐

Other - Please specify:

Email:

☐

Post:

☐

*Attention:

*Postal Address:

*Post code:

*Please provide an email AND full postal address.

*Email:



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

Owner Name:

Owner Address:

Owner Email:

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:

*Email:

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



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

*Address / Location to which this application relates:

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

District Plan Zone(s):



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

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

YES ☐ NO ☐

Is there a dog on the property?

YES ☐ NO ☐

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

YES ☐ NO ☐

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

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

☐

Yes

☐

No

☐

Copy of minutes attached

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



CONSENT(S) APPLIED FOR // * Identify all consents sought // ALSO FILL IN OTHER CONSENTS SECTION BELOW

☐

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

☐

Land use consent includes Earthworks



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:



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

Do you need any consent(s) from Otago Regional Council?

☐

Yes

☐

N/A

If Yes have you applied for it?

☐

Yes

☐

No

If Yes supply ORC Consent Reference(s)

If ORC Earthworks Consent is required would you like a joint site visit ?

☐

Yes

☐

No



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 details in the invoicing section are 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 the fee paid at lodgement includes an initial monitoring fee of \$273 for land use resource consent applications and designation related applications, as once Resource Consent 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)

Invoice for initial fee requested and payment to follow

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

*Reference

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

(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

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 / Agent whose details are in the invoicing section 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.

☐

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

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

Full name of person lodging this form

Firm/Company

Dated

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

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

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

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

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

2 INFORMATION REQUIRED IN ALL APPLICATIONS

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

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

Information provided within the Form above

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

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

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

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

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

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

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

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



ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

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

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

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

UNDER THE FOURTH SCHEDULE TO THE ACT:

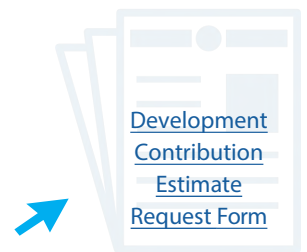
- An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas 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 Roding)

[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

PREPARED FOR KAY PRINGLE TRUST
NOVEMBER 2023
#J2007

ASSESSMENT OF ENVIRONMENTAL EFFECTS

SUBDIVIDE LOT 5 DP 27121 AND LOT
25 DP302492 INTO TWO ALLOTMENTS,
RECONFIGURE THE REGISTERED
BUILDING PLATFORM ON PROPOSED
LOT 1 AND CREATE A NEW BUILDING
PLATFORM ON PROPOSED LOT 2.

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Quality Assurance

Prepared By	Blair Devlin	Director / Senior Planner	9 November 2023
Reviewed By	Carey Vivian	Director / Senior Planner	9 November 2023

1. Key Information

Address	Gibbston Highway, RD1, Queenstown, 9371
Legal Description	Lot 25 DP302492 and Lot 5 DP DP27121, held in Record of Title CT 19A/245 (Attachment [B])
Site Area	Lot 5 DP 27121 – 4.77 hectares Lot 25 DP302492 – 713.0m ²
Owners	Kay Pringle Trust
Occupiers	Kay Pringle Trust
Applicant	Kay Pringle Trust
Operative District Plan Zoning	Gibbston Character Zone
Designations / Special Provisions	None
Proposed District Plan Zoning	Gibbston Character Zone
Designations / Special Provisions	None
Proposed Activity	Subdivide Lot 5 DP 27121 and Lot 25 DP302492 into two allotments. Reconfigure the registered building platform on proposed Lot 1 and create a new 610m ² building platform on proposed Lot 2. The application includes associated earthworks, landscaping, and the installation of infrastructure.
Consents Required	<p><u>Operative District Plan</u></p> <p>As the equivalent PDP rules (listed below) relating to the creation of building platforms, subdivision and earthworks in the Gibbston Character Zone <u>are not</u> under appeal, pursuant to section 86F of the RMA the equivalent ODP rules <u>must</u> now be treated as inoperative.</p> <p><u>Proposed District Plan</u></p> <p><u>Subdivision</u></p> <ul style="list-style-type: none"> A discretionary activity pursuant to Rule 27.5.12 states that all subdivisions in the Gibbston Character Zone is a discretionary activity, unless otherwise provided for. No minimum Lot area is specified under Rule 27.6.1. <p><u>Land Use</u></p> <ul style="list-style-type: none"> A discretionary activity pursuant to Rule 23.4.8 for the use of land or buildings for residential activity except as provided for by any other rule. A discretionary activity pursuant to Rule 23.4.9 states that the identification of a building platform between 70m² and 1000m². It is proposed to identify a 610m² building platform on proposed Lot 2. <p><u>Earthworks</u></p> <p>Under Rule 27.4.2.1 of the Subdivision chapter, earthworks associated with subdivisions are subject to the earthworks</p>

	<p>standards in Chapter 25 <u>except</u> the maximum total volume, cut and fill standards.</p> <ul style="list-style-type: none"> • A restricted discretionary activity pursuant to Rule 25.5.18.1 for earthworks greater than 0.5m in height or depth and not supported by retaining walls are to meet the setback boundary: <ul style="list-style-type: none"> a. distance at least equal to the maximum height of the fill, as measured from the toe of the fill, with a maximum batter slope angle of 1:3 (vertical: horizontal); or b. 300mm plus a batter slope angle of a maximum of 1:3 (vertical: horizontal), as measured from the crest of the cut. <p>The area of fill on the internal western boundary of proposed Lot 1 will infringe this setback requirement.</p> <p><u>NES – Contaminated land</u></p> <ul style="list-style-type: none"> • A discretionary activity resource consent has been triggered under NES clause 11 for earthworks that exceed the permitted volume. <p>Overall, the proposal is for a discretionary activity.</p>
Written Approvals	<ol style="list-style-type: none"> 1. Kim & Sharon Carpenter, Lot 6 DP 302492, 2122 Gibbston Highway 2. Robert Boden, Lot 4 DP 27121, 2114 Gibbston Highway 3. Murray Brennan, Lot 3 DP 27121 (Wentworth Estates), 2124 Gibbston Highway 4. Murray Brennan & Susan Stevens, Lot 2 DP 27121 (Wentworth Estates), No street address 5. Susan Stevens, Lot 1 DP 27121 (Wentworth Estates), 2128 Gibbston Highway 6. Waka Kotahi (expected at the time of lodgement). <p>Affected party approvals are all appended as Attachment [K].</p>
Other consents/permits	<p>Bore consent RC23.494 – Consent granted for bore.</p> <p>The proposed Earthworks on site meet the permitted activity status under the Otago Regional Plan: Water Rule 14.5.1.1 and On-site wastewater treatment is also a permitted activity under the Regional Plan: Water, Rule 12.A.1.4.</p>

2. Introduction

This report is submitted as part of the application by Kay Pringle Trust (“the Applicant”) for resource consent from Queenstown Lakes District Council (“QLDC” or “Council”) associated with the subdivision, development and use of the land at Gibbston Highway, Gibbston Valley, Queenstown. The completed Form 9 is appended as Attachment **[A]**, the Record of Title for the land being subdivided is appended as Attachment **[B]** (“the site”). Relevant documents on the Record of Title are appended as **[B1] – [B3]**. Proposed plans of the subdivision and earthworks are appended as Attachment **[C]**. The purpose of this report is to provide sufficient information to enable a full understanding of the proposal and any effects that the proposal may have on the environment. In preparing this assessment, specialist advice has been relied on and is appended to this report.

3. Existing Environment

3.1 Surrounds

The site and surrounds are shown in Figure 1 below.



Figure 1 – Site and surrounds (boundaries approximate only – outlined in blue)

The adjacent site to the east, Lot 4 (2114 Gibbston Highway), contains an approved building platform and a recently established residential development (RM191389) utilised for both visitor accommodation and residential activities.

To the west are two properties that form part of a cluster of four platforms amongst viticulture. Lot 6 DP302492 (2122 Gibbston Highway) contains a large building platform and residential development approved under RM170252. Adjoining Lot 7, DP302492 contains an approved building platform, however the site remains vacant to date. Further west is the new Gibbston Resort Zone with associated residential and visitor accommodation development.

To the north is State Highway 6 and established viticultural blocks. The Peregrine 'wing' stage is also apparent, and further north quarry.

To the south are the elevated slopes of Gibbston Valley Station.

The wider surrounding area is characterised by vineyards and pasture with pockets of built form comprising of residential, visitor accommodation and commercial developments.

There is an existing formed Right of Way (ROW) over proposed Lot 1 that provides vehicle access to the existing and proposed building platforms, and the wider area. The ROW currently serves nine titles in total

3.2 The Site

The subject site measures 4.77 hectares and is accessed via an existing sealed vehicle crossing to State Highway 6. The site is split level, with the upper terrace being used for viticulture, and the lower terrace with rocky land closer to the State Highway containing the building platform approved under the Wentworth Estate Environment Court decision C135/97 (Attachment **[D]**) and C75/98 (**[D1]**). The two terraces are separated by a steep embankment. The building platform registered on the title is shown on the Deposited Plan 27121 (Attachment **[B3]** and **[B4]**).

The site includes the existing shed building used for vineyard purposes with a small accommodation unit. This shed was constructed under BC200455 (Attachment **[E]**).

The Record of Title (Attachment **[B]**) has the following documents registered on it:

Attachment [B1]	Private Land Covenant 986114.1
Attachment [B2]	Land Encumbrance 965322.1

Attachment **[B1]** is a private land covenant that relates to design matters and other private matters relating to the upkeep and management of the land.

Attachment **[B2]** is an Encumbrance to Station Services Ltd relating to services. The relevance of these documents is considered further in the assessment provided below.

3.3 Site history

The site is located in what is referred to as the 'Wentworth Estate' subdivision (RM960512) which was approved by Environment Court in 1998 (Attachment [D] and [D1]). Resource consent was granted to establish 15 Lots, including the subject site, Lot 5.

In August 2020, Building Consent (BC200455) was granted to construct a shed that also comprised a small accommodation unit. In January 2020, the Property Information Memorandum (PIM90067) for this development was issued. This development is partially located within the approved building platform as shown on DP 27121 (Attachment [B3]). As part of this proposal the platform shape is to be amended to fully include the shed. The building consent was assessed as compliant with the PDP and no resource consent was required. The shed building is only located partially within the approved building platform.

5. The Proposal

Subdivision and land use consent is sought to subdivide Lot 5 DP 27121 and Lot 25 DP302492 into two allotments. Proposed Lot 1 measures 1.78 hectares and proposed Lot 2 measures 2.98 hectares. The proposal includes keeping the existing 1200m² building platform on proposed Lot 1 but reconfiguring the its shape to include the shed and the small 70m² unit within the shed would become a residential flat with a new residential unit likely within the re-shaped platform. The proposal includes creating a new 610m² building platform on proposed Lot 2. The application includes associated earthworks, landscaping, and the installation of infrastructure. The proposed plan of subdivision is shown in Figure 2 below:



Figure 2: Proposed plan of subdivision

There is existing ROW access over proposed Lot 1 that currently serves the existing site / building platform and a total of nine properties. No changes are proposed to this ROW. Access to proposed Lot 2 will also utilise the existing ROW. A farm track comes off the ROW access which would be formalised to serve the new building platform on proposed Lot 2.

5.1 Reconfiguration of existing Building Platform – proposed Lot 1

The existing approved building platform is rectangular in shape and is 1200m² in area, and contains an approved building utilised for vineyard activities and accommodation as shown on the floor plan below in Figure 3.

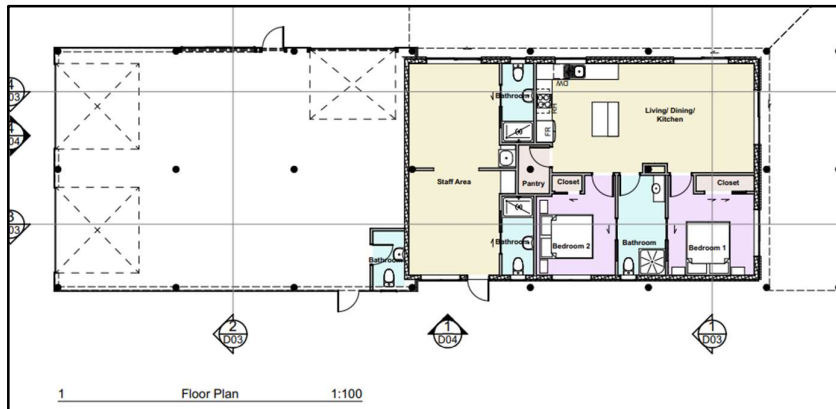


Figure 3– Floor Plan of existing shed building – From BC200455

No change is proposed to the existing 1200m² size of the building platform that was approved by the Environment Court; however, it is proposed to reshape / reconfigure the building platform to encompass the footprint of the existing building. This will enable space for an additional residential unit, with the current accommodation shown in Figure 3 above to become a 'residential flat'. The change of shape of the building platform is shown below in Figure 4:

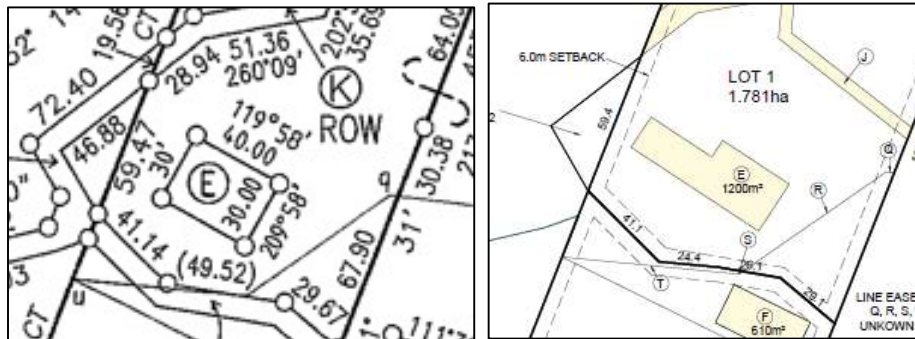


Figure 4: Existing 1200m² 30 x 40m platform (R) and Proposed

The existing accommodation unit in the shed meets the PDP definition of a residential flat measuring 70m² excluding the garage (refer BC200455 – Attachment [E])

The new building platform on Lot 2 has a proposed height control of single storey, no greater than 6m above a ground level of 365.35 masl (the earthworked level of the platform). Both platforms also meet the 6m internal boundary setback required in the Gibbston Character Zone.

The location of the building platforms, and the location of earthworks are shown in the plans prepared by Clark Fortune McDonald & Associates in Attachment [C]. The existing platform can be seen on the Deposited Plan in Attachment [B3]. Small curtilage areas are proposed around both platforms. Structural landscaping is shown on the landscape plan included with the landscape and visual

assessment report in Attachment [F]. The proposal includes landscape and design controls to ensure the resultant building will not be inappropriate in the Gibbston Character zone (Attachment [G]).

It is noted that the existing approved platform enables 1200m³ of built form on the site. The proposal will result in a reduced amount of built form compared to the existing platform, but located in a different configuration over the site:

	<i>Proposed Lot 1 built form</i>	<i>Proposed Lot 2 built form</i>
	Existing Shed 127m ² Dwelling Up to 350m ²	Up to 350m ²
<i>Total proposed m²</i>	827m ²	
<i>Existing Platform m²</i>	1200m ²	

5.2 Proposed Building Platform – Proposed Lot 2

The proposed building platform is to be 610m² in area and rectangular in shape. The position of the building platform is behind and to the east of the consented building platform at the base of the slope that splits the site into two terraces. A volunteered design control limits the size of the residential dwelling on the Lot 2 platform to single storey no greater than 350m².

5.3 Access

Physical and legal access is obtained off Gibbston Highway and then via right of way easements over the existing shared driveway over Lot 7 DP 302492. The existing crossing to the State Highway is formed to NZTA standards and has excellent sight distances.

For proposed Lot 1, is proposed to re-align the vehicle access to the existing building and undeveloped platform area as shown on the plan if earthworks (Attachment [C]) .

Access to proposed Lot 2 is also to be obtained via the existing rights of way, and then enter the site directly off Lot 7 DP 302492 along an existing farm track. The farm track will be upgraded to QLDC standards and formed to a graveled standard.

5.4 Services

A servicing report has been prepared by CFMA and is appended as Attachment [H]. Proposed Lot 1 has existing service connections that are to remain in situ, care of Station Services Ltd

Proposed Lot 2 can be fully serviced as described below.

- *Power & Telecoms* – confirmation letters from Chorus & Aurora have been received.
- *Potable water* – A new bore has been drilled and test results show the water is potable. The permitted take for domestic purposes under the ORC Regional Plan: Water will be utilised.

- *Wastewater* – on-site disposal is proposed. The geotechnical report confirms the ground conditions are suitable
- *Stormwater* – to be disposed to existing ponds within the site.
- *Firefighting water supply* - An existing fire hydrant is located right next to the new platform.

5.5 Structural Landscaping / Ecological Enhancement

Proposed Lot 1 and Proposed Lot 2 are to be landscaped in accordance with the Structural Landscape Plan and planting schedule provided as Attachment [F]. Planting is in native species suitable for the Gibbston environment (grey shrubland) and a small number of trees are proposed.

5.6 Earthworks

The proposal includes a modest volume of earthworks for the creation of the new access to proposed Lot 1, forming up the existing track to the platform on Lot 2, and for the new building platform on proposed Lot 2. Plan of the earthworks are included as part of the plans of subdivision in Attachment [C].

The project will require a total cut volume of 430m³ and fill volume of 430m³, totaling 860m³. All cut material can be re-used on site. The maximum height of fill is 2.5 – 3m for the mound to be placed in the location of the existing accessway to the shed.

The maximum height of cut is 1.5 – 2.0m to create the building platform on Lot 2.

5.7 Volunteered Building Design Controls

Volunteered consent notice conditions are proposed with regard to future built form on the amended platform within Lot 1 and the new platform within Lot 2 as summarised below and shown in Attachment [G]:

1. Size of dwellings within Lot 1 platform – shall not exceed 350m².
2. Size of dwellings within Lot 2 platform – shall not exceed 350m².
3. Exterior lighting – shall be downlights only and directed away from adjoining properties
4. Single storey no greater than 6m above a ground level of 365.35 masl (the earthworked level of the platform)
5. Controls requiring domestic activities to be contained within the curtilage area
6. Controls on fencing limiting this to post and wire and post and rail only.
7. Non-objection consent notice

No specific design controls are proposed for colours and materials for future residential units within the building platform, as these controls are now provided under the Gibbston Character Zone provisions.

Specifically Rule 23.5.1 will require further resource consents from QLDC if a future residential unit is not able to meet the requirements with regard to light reflectance values, colours and materials:

	Table 2: Standards for buildings	Non- compliance
23.5.1	<p>Buildings , Materials and Colours</p> <p>Any building, including any structure larger than 5m², that is new, relocated, altered, reclad or repainted, including containers intended to, or that remain on site for more than six months, and the alteration to any lawfully established building are subject to the following:</p> <p>All exterior surfaces shall be coloured in the range of browns, greens or greys (except soffits), including;</p> <p>23.5.1.1 Pre-painted steel, and all roofs must have a light reflectance value not greater than 20%.</p> <p>23.5.1.2 all other surface** finishes except for schist must have a light reflectance value of not greater than 30%.</p> <p>23.5.1.3 23.5.1.3 In the case of alterations to an existing building where there is not an approved building platform on the site, it does not increase the building coverage by more than 30% in a ten year period.</p>	<p>RD</p> <p>Discretion is restricted to:</p> <ul style="list-style-type: none"> a. external appearance; b. visibility from public places and surrounding properties; c. lighting; d. landscape character; e. visual amenity.

There is no need to duplicate these matters relating to colours and materials through consent notice conditions.

6 Matters Requiring Consent

6.1 National Environmental Standards

As the proposed development includes subdivision, the applicant has elected to comply with the provisions of the resource management (National Environmental Standards for Assessing and Managing Contaminants in Soil to Protected Human Health) Regulation 2011 (NES) by undertaking a Preliminary Site Investigation. The Insight Engineering report is appended as Attachment [I]. The Insight Engineering report recommends that the subdivision and change of land use be allowed as a permitted activity under the NES, because the requirements of Regulation 8(4) have been met.

With regard to Regulation 8(3), the volume of soil that requires disturbance to prepare the new building platform and construct the new dwelling exceeds 50m³, which is the maximum volume that can be disturbed as a Permitted Activity under Regulation 8(4). Therefore, Insight Engineering recommend that a discretionary activity consent is granted under NES Regulation 11, without the need for further environmental investigations in the soil disturbance area, because no contamination sources were identified within the proposed building platform and associated residential use area, or within the proposed driveway alignment area.

A **discretionary activity** resource consent has therefore been triggered under clause 11.

6.2 Operative District Plan

The subject site is within the Gibbston Character Zone. As the equivalent PDP rules (listed below) relating to the creation of building platforms, subdivision and earthworks in the Gibbston Character Zone are not under appeal, pursuant to section 86F of the RMA the ODP must now be treated as inoperative.

As there are no ODP rules that are not treated as inoperative, overall, the proposal is a **permitted activity** under the Operative District Plan.

6.3 Proposed District Plan

The subject site is zoned Gibbston Character Zone. The proposed development requires consent for the following matters:

Subdivision

- A **discretionary activity** pursuant to Rule 27.5.12 states that all subdivisions in the Gibbston Character Zone is a discretionary activity, unless otherwise provided for. No minimum Lot area is specified under Rule 27.6.1.

Land Use

- A **discretionary activity** pursuant to Rule 23.4.8 for the use of land or buildings except as provided for by any other rule.
- A **discretionary activity** pursuant to Rule 23.4.9 states that the identification of a building platform between 70m² and 1000m². It is proposed to identify a 610m² building platform on proposed Lot 2.

Earthworks

Under Rule 27.4.2.1 of the Subdivision chapter, earthworks associated with subdivisions are subject to the earthworks standards in Chapter 25 except the maximum total volume, cut and fill standards. The proposal requires consent under the following rules:

- A **restricted discretionary activity** pursuant to Rule 25.5.18.1 for earthworks greater than 0.5m in height or depth and not supported by retaining walls are to meet the setback boundary:
 - c. distance at least equal to the maximum height of the fill, as measured from the toe of the fill, with a maximum batter slope angle of 1:3 (vertical: horizontal); or

- d. 300mm plus a batter slope angle of a maximum of 1:3 (vertical: horizontal), as measured from the crest of the cut.

The area of fill on the internal western boundary of proposed Lot 1 will infringe this setback requirement.

The proposal will be able to comply with the all other Chapter 25 Rules:

- 25.5.11 – Earthworks over a contiguous area – the proposed earthworks do not exceed the thresholds
- 25.5.12 – Erosion and sediment control measures – refer short form EMP appended as Attachment [J].
- 25.5.13 – Dust from earthworks – refer short form EMP appended as Attachment [J].
- 25.5.14 – Earthworks that discover koiwi tangata or archaeological or contaminated material.
- 25.5.17 – Earthworks for farm tracks and access ways – the upslope cut is not greater than 1m in height / not greater than 65 degrees, and fill does not exceed 2m
- 25.5.19 – Proximity to water bodies – complies
- 25.5.20 – Earthworks below the water table – complies
- 25.5.21 – Transport of cleanfill – complies.

Overall, the proposal is:

- A **permitted activity** under the ODP
- A **discretionary activity** under the PDP
- A **discretionary activity** under the NES-Contaminated Land.

6.5 Operative Regional Plans

The creation of a residential building platform with onsite wastewater disposal is deemed to be permitted in relation to the relevant regional plan rules (12.A.1.4) of the Regional Plan: Water.

The take of groundwater for domestic purposes (25,000 litres per day) from the consented bore is permitted under Rule 12.2.2.1 of the Regional Plan: Water.

6.6 Scope of Application

This application is for all matters requiring resource consent rather than for the specific list of consent matters / non-compliances identified above. If the Council is of the view that resource consent is required for alternative or additional matters to those identified in this AEE, it has the discretion to grant consent to those matters as well as or in lieu of those identified in this AEE. If the Council is of the view that the activity status of any of the matters requiring consent is different to that described in this AEE, or that

some or all of the matters requiring consent should be bundled or unbundled in a way that results in a different outcome to that expressed in this AEE, the Council has the ability under Section 104(5) of the Resource Management Act 1991 ("Act") to process the application regardless of the type of activity that the application was expressed to be for.

7. Statutory Considerations

7.1 Resource Management Act

Council's decision on the proposal must give effect to the purpose and principles of the Act, as set out in Part 2 of the Act, and have regard to the relevant matters in sections 104 to 108 of the Act. The purpose of the Act, set out in Section 5, is to promote the sustainable management of natural and physical resources. The conclusion to this application assesses the proposal against the purpose of the RMA. The broader principles of the Act are set out in sections 6 to 8 of the Act. Section 6 identifies a number of matters of national importance. These matters include (relevantly):

(b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development.

The site is not an Outstanding Natural Landscape or Outstanding Natural Feature.

Section 7 sets out a number of "other matters" to which the Council is required to have regard. These matters include (relevantly):

- (b) The efficient use and development of natural and physical resources:*
- (c) The maintenance and enhancement of amenity values:*
- (f) Maintenance and enhancement of the quality of the environment:*
- (g) Any finite characteristics of natural and physical resources:*

The proposal enables the efficient use of the applicant's site through the creation of an additional platform in a part of the site able to absorb further development and that is subject to permanent and long term constraints that prevent it from being used for viticulture. It will maintain the amenity values and the quality of the environment of this rural living node in the Gibbston Character area.

Section 8 requires Council to take into account the principles of the Treaty of Waitangi. There are no matters that affect the principles of the Treaty of Waitangi.

7.1.1 Section 104 – Matters for Assessment

Of relevance to this application, Section 104(1) of the Act requires the Council to have regard to the following matters, subject to Part 2 of the Act:

- (a) *any actual and potential effects on the environment of allowing the activity; and*
- (b) *any relevant provisions of –*
 - (i) *a national environmental standard;*
 - (ii) *a national policy statement;*
 - (v) *a regional policy statement or proposed regional policy statement;*
 - (vi) *a plan or proposed plan; and*
- (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

Section 104(2) of the Act states that, in considering the effects on the environment of allowing an activity, a consent authority may disregard an adverse effect if a national environmental standard or the plan permits an activity with that effect.

Section 104(3) states that a consent authority must not have regard to trade competition or the effects of trade competition, or any effect on a person who has given written approval to the application.

7.1.2 Section 104B – Discretionary Activities

Under Section 104B of the Act, a consent authority processing an application for a discretionary activity may grant or refuse the application and can impose conditions under section 108.

An assessment of the effects of the proposal on the environment is provided in section 8 of this AEE while an assessment against the relevant objectives and policies of the relevant plans is provided in section 10 of this AEE.

8. Effects on the Environment

8.1 The Permitted Baseline Approach

As noted above, Section 104(2) of the Act states that, in considering the effects of allowing an activity, a consent authority may disregard an adverse effect if the plan permits an activity with that effect. In the Proposed District Plan Gibbston Character zone, all new buildings require resource consent. However the following matters are permitted and can be undertaken without resource consent:

- structures less than 5m² and less than 2m in height.
- planting of indigenous and exotic trees / vegetation, which can have a domesticating effect.
- earthworks up to 1000m³, provided the work does not involve a road track or access way with a cut or batter greater than 1m vertically which is not laid back steeper than 65 degrees, and does not exceed a maximum fill height of 2m, or exceeds 20m³ within 7m of a water body, employs environmental protection measures, and does not trigger any of the applicable rules in the earthworks chapter.
- a forestry woodlot not exceeding 0.5 hectares (excluded from the definition of forestry).
- fences up to 2m in height

The proposed earthworks (860m³) do not exceed the permitted baseline of 1000m³.

There is no guidance in the Act as to when it would be appropriate for a Council to adopt the permitted baseline approach. These activities can change the character of a site in the Gibbston Character area and it is therefore considered appropriate to apply a permitted baseline.

8.2 Consultation and affected party approvals

Under section 104(3)(a)(ii), the consent authority must not, when considering an application, have regard to any effect on a person who has given written approval to the application. The applicant has consulted with all immediate neighbours and Waka Kotahi New Zealand Transport Agency. Affected party approvals have been provided as shown A-F in the image below (refer Attachment **[K]**).

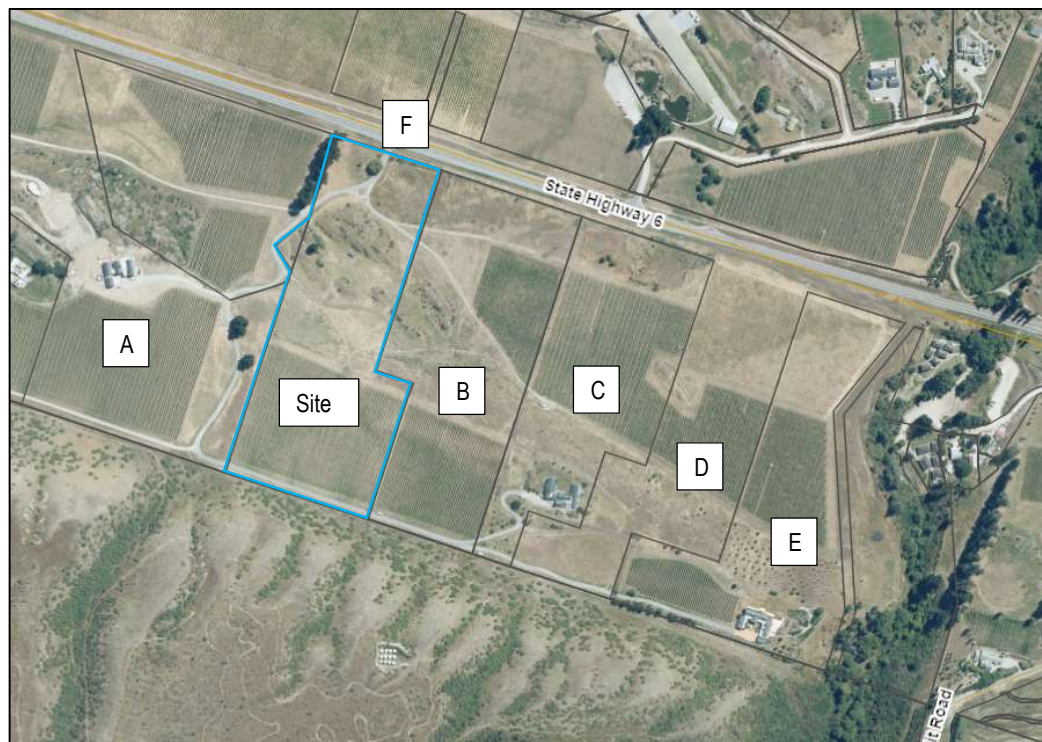


Figure 5: Affected party approvals

Name	Legal Description	Address	Shown Above
Kim & Sharon Carpenter	Lot 6 DP 302492	2122 Gibbston Highway	A
Robert Boden	Lot 4 DP 27121	2114 Gibbston Highway	B
Murray Brennan	Lot 3 DP 27121 (Wentworth Estates)	2124 Gibbston Highway	C
Murray Brennan & Susan Stevens	Lot 2 DP 27121 (Wentworth Estates)	No street address	D
Susan Stevens	Lot 1 DP 27121 (Wentworth Estates)	2128 Gibbston Highway	E
Waka Kotahi NZTA*	State Highway	State Highway 6	F

*approval pending at the time of lodgment

8.3 Landscape and visual amenity effects

8.3.1 Effects on landscape character

A landscape assessment report has been prepared by Vivian+Espie, and is appended as Attachment [F]. The expert assessment is accepted and is adopted for the purposes of this report. The applicable assessment matters are taken from section 23.7.1 of the Proposed District Plan and are set out below. These are commented on generally or reference is made back to the landscape and visual effects assessment (LVEA):

23.7.1.1 Where the activity is adjacent to an Outstanding Natural Feature or Landscape, whether and the extent to which the proposed development will adversely affect the quality or character of the adjacent Outstanding Natural Landscape or Feature.

The LVEA notes that the Rural Zone that surrounds the Gibbston Character Zone is categorised by the PDP as being part of an Outstanding Natural Landscape (Maps 13 and 15a). The edge of the nearest ONL is the Kawarau River and Crown Escarpment, ONL located approximately 320m to the north of the site. The lower slopes of Camp Hill, approximately 760 metres to the south of the subject site are also within an ONL. In no view will the proposed activities be seen in a way that they are backed by ONL land. The quality and character of the ONL that surrounds Gibbston Valley will not be affected by the proposal.

23.7.1.2 Whether and the extent to which the scale and nature of the proposed development will degrade the character of the surrounding landscape.

The LVEA considers that in relation to landscape character, the subject site and several lots in the immediate vicinity of the site are rural living sites that comprise both rural living and productive vineyards.

These sites sit within the broader Gibbston Valley that is, at least in part, used productively. Additional built form enabled by the proposed building platform and reconfiguring of the existing platform will accord with a rural living character and will slightly intensify it by increasing the degree of human occupation within an existing node. The proposed activities are congruent with existing character and will not cause any degradation in this regard.

23.7.1.3 Whether the design and landscaping would be compatible with or would enhance the character of the landscape.

The LVEA is that the design confines future development to a relatively developed part of the Gibbston Valley. Structural landscaping is proposed that will enhance natural character (in a relatively minor way) and will assist in incorporating a future dwelling into the existing character of the vicinity.

8.3.2 Effects on visual amenity

The following assessment matters are taken from section 23.7.2 of the Proposed District Plan

Whether the development will result in a loss of the visual amenity of the Gibbston Valley landscape, having regard to whether and the extent to which:

23.7.2.1 The visual prominence of the proposed development from any public places, in particular State Highway 6, cycleways and bridleways.

The LVEA assessment is that the proposed activity will be visible from SH6. Views are available from relatively short sections of road. Views from this section of road are fleeting and take in a large portion of the Gibbston Valley including all its varied land uses. In these views the proposed building platform will sit between two buildings within a cluster of existing rural residential development that is visible.

The LVEA assessment is that one additional dwelling in these views will be consistent with the existing level of development in these views, and will not materially affect the amenity of a user of SH6.

23.7.2.2 The proposed development is likely to be visually prominent such that it detracts from private views.

Almost all neighbouring properties have provided affected party approval as stated in section 8.2. There will be some visibility from the adjacent rural living site to the northwest. In views from this property, any building within the reconfigured platform and proposed will sit low in the landscape. The existing raised rocky outcrops, grey shrubland planting and built form will provide some screening, particularly of the lower part, of any future building within the new and reconfigured platform.

23.7.2.3 Any screening or other mitigation by any proposed method such as earthworks and/or new planting will detract from the landscape character or obstruct views of the landscape from both public and private locations.

The LVEA assessment notes that the proposed planting consists of sweeps of native grey shrubland vegetation, to tie in with and enhance the existing planting within the rocky outcrops. Additional amenity trees are proposed to be planted within the more open paddock land. The planting will not detract from the landscape character or obstruct views.

23.7.2.4 The proposed development is enclosed by any confining elements of topography and/or vegetation and the ability of these elements to reduce visibility from public and private locations.

The LVEA notes that in a broad sense, the Gibbston Valley as a whole is contained by the mountain slopes that surround it. The proposed and altered building platforms sit on a north-facing slope with partially vegetated, rocky outcrops to the north of both the reconfigured platform and the proposed platform providing visual softening and screening from State Highway 6.

23.7.2.5 Any roads, access boundaries and associated planting, earthworks and landscaping will reduce visual amenity, with particular regard to elements that are inconsistent with the existing natural topography and patterns.

Only one new boundary will be created by the proposal which roughly follows the base of the embankment. The proposed grey shrubland vegetation is concentrated amongst the existing native vegetation on the rocky outcrops within the site and mimics natural patterns such that the new boundary will not be visually evident. The bulk of the access following the existing alignment, small changes to the alignment of the access are proposed to the existing building and an extension to the access to service the proposed platform. The assessment is that these elements will have no effect on the visual amenity of observers.

23.7.2.6 Boundaries follow, wherever reasonably possible and practicable, the natural lines of the landscape or landscape units.

The LVEA notes the proposed boundary follows the base of the slope so aligns with the natural lines of the landscape. It is well hidden and will not be visually demarcated other than by post and wire fencing.

8.3.3 Design and density of development

The following assessment matters are taken from section 23.7.3 of the Proposed District Plan

In considering the appropriateness of the design and density of proposed development, whether and to what extent:

23.7.3.1 Opportunity has been taken to aggregate built development to utilise common access ways including roads, pedestrian linkages, services and open space (i.e. open space held in one title whether jointly or otherwise).

Built form is aggregated around the existing building platform and that on the adjoining site at 2114 Gibbston Highway. Accessways have also been aggregated as described. No communal open space or pedestrian links are proposed.

23.7.3.2 There is merit in clustering the proposed building(s) or building platform(s) having regard to the overall density of the proposed development and whether this would exceed the ability of the landscape to absorb change.

The LVEA notes that the proposed building platform on Lot 2 is within close proximity of the existing building platform that will sit on Lot 1 and the neighbouring dwelling to the east (2114 Gibbston Highway). In a loose sense, the proposed building platform will be clustered with the other platforms of the RM960512 subdivision. There is some merit in this in that the new platform will sit as part of a rural living enclave that is surrounded by the coherent character of the broader Gibbston Valley. The application will not result in a scattering of built form.

23.7.3.3 Development is located within the parts of the site where they will be least visible from public and private locations.

The LVEA notes that the reconfigured and proposed platforms are located within the vicinity of existing rural living development. The existing rocky outcrops, grey shrubland planting, and structural landscaping will soften views from locations outside the site and any visibility towards the proposal will read as an extension of the existing rural living in the vicinity. The upper, more displayed parts of the site will remain in their current state.

23.7.3.4 Development is located in the parts of the site where they will have the least impact on landscape character.

The LVEA notes that the proposed development is located within a part of the site (and neighbouring sites) that is used for rural living. The part of the site that is a productive vineyard will not be changed by this proposal. As such, we do not consider that the character of one part of the site is more sensitive than the character of another. As described, we consider that there will be no significant adverse effect in terms of landscape character.

8.3.4 Tangata whenua, biodiversity and geological values

The following assessment matters are taken from section 23.7.4 of the Proposed District Plan

23.7.4.1 Whether and to what extent the proposed development will degrade Tangata Whenua values including Tōpuni or nohoanga, indigenous biodiversity, geological or geomorphological values or features and, the positive effects any proposed or existing protection or regeneration of these values or features.

The Council acknowledges that Tangata Whenua beliefs and values for a specific location may not be known without input from iwi.

The site is not within a Statutory Acknowledgment area or a wahi tupuna area. There are no known Tangata Whenua values present on the site.

8.3.5 Cumulative effects of development on the landscape

The following assessment matters are taken from section 23.7.5 of the Proposed District Plan

Taking into account whether and to what extent any existing, consented or permitted development (including unimplemented but existing resource consent or zoning) has degraded landscape quality, character, and visual amenity values, the Council shall be satisfied:

23.7.5.1 The proposed development will not further degrade landscape quality and character and visual amenity values, with particular regard to situations that would result in a loss of rural character and openness due to the prevalence of residential activity within the Gibbston Valley landscape.

The LVEA notes that the proposal will add one more dwelling to an existing rural living enclave within the Gibbston Valley. In a broad sense, this will have a cumulative effect in that more human occupation and modification will exist within the valley as evidenced by the future additional residential unit. It is considered that the PDP provisions of the Gibbston Character Zone seek to strike a balance between rural productive activity within the valley and residential/tourism/commercial activities, such that a pleasant, rural, productive landscape character is dominant. The LVEA considers that the current proposal will achieve this.

23.7.5.2 Where in the case resource consent may be granted to the proposed development but it represents a threshold to which the landscape could absorb any further development. Whether any further cumulative adverse effects would be avoided by way of imposing a covenant, consent notice or other legal instrument that maintains open space.

The rural living enclave of which the site is a part is able to absorb further development if carefully located and designed. It does not appear that the subject site itself could easily absorb any additional development beyond that proposed. No restrictive covenants form part of the current proposal however the applicant would consider this if it was important to Council.

8.3.6 Other factors and positive effects

The following assessment matters are taken from section 23.7.6 of the Proposed District Plan

In considering whether there are any positive effects in relation to the proposed development, or remedying or mitigating the continuing adverse effects of past subdivision or development, the Council shall take the following matters into account:

23.7.6.1 Whether the proposed subdivision or development provides an opportunity to protect the landscape from further development and may include open space covenants or esplanade reserves.

Consistent with the original Wentworth subdivision, no open space covenants are proposed. However, the applicant would contemplate this if the Council felt strongly that was necessary.

23.7.6.2 Whether the proposed subdivision or development would enhance the character of the landscape, or protects and enhances indigenous biodiversity values, in particular the habitat of any threatened species, or land environment identified as chronically or acutely threatened on the Land Environments New Zealand (LENZ) threatened environment status.

The site is in pasture, and other than a small number of Matagouri, does not exhibit biodiversity values. The proposal will add to the natural landscape values to a relatively minor degree by (re)introducing areas of mixed native shrub vegetation, which will in turn provide lizard and bird habitat.

23.7.6.3 Any positive effects including environmental compensation, easements for public access to lakes, rivers or conservation areas.

The LVEA notes that apart from the sweeps of native shrub vegetation, the proposal will not lead to any particular positive effects in relation to landscape character and/or visual amenity.

23.7.6.4 Any opportunities to retire marginal farming land and revert it to indigenous vegetation.

There is no marginal farmland on the site. The location of the building platform is not farmed at present. The viticultural use will remain on the upper terrace.

23.7.6.5 Where adverse effects cannot be avoided, mitigated or remedied, the merits of any compensation.

No significant unmitigated effects have been identified. It is not considered that compensation is warranted in this case.

23.7.6.6 In the case of a proposed residential activity or specific development, whether a specific building design, rather than nominating a building platform, helps demonstrate the proposed development would maintain or enhance the character of the Gibbston Valley landscape.

The proposal is for a building platform (610m²), no specific design for a dwelling is available. However a height restriction of 6m above a ground level of 365.35 masl for the new platform is specified. Given the three-dimensional building envelope created by the building platform outline and the height restriction (along with the building design controls in the PDP standards), a clear understanding of the maximum extent of future built form can be gained.

Overall the proposal can address the relevant assessment matters for the Gibbston Character Zone.

8.4 Infrastructure Effects

A servicing report has been prepared by Clark Fortune McDonald & Associates, and is appended as Attachment [H]. At a high level, the report confirms:

- the existing platform on proposed Lot 1 is able to be serviced via the existing Station Services Ltd reticulated infrastructure which was constructed to service the existing building platform at the time of the Wentworth subdivision, and
- it is feasible to service the additional site / platform on proposed Lot 2 with infrastructure necessary for the additional residential building platform.

8.4.1 Potable Water

As described in the services report in Attachment [H], the building platform on Lot 1 is already serviced via the existing Station Services Ltd reticulated water infrastructure.

A consented bore has been drilled on site to serve Lot 2. A bore of 21m depth was established and the static ground water level encountered at ~15m depth from the top of the casing. The bore was test pumped at a rate of 2.0l/s for 3 hours and the drawdown recorded was 5cm, showing a sustainable yield from the bore that exceeds the demand required for the new dwelling. The water quality was analysed by Hill Laboratories for chemical and bacteriological qualities and determined to meet the New Zealand Drinking Water Standard.

It is a permitted activity to take groundwater for domestic purposes under Rule 12.2.2.1 of the Regional Plan: Water provided the take does not exceed 25,000 litres per day. The new building platform on Lot 2 can therefore be serviced with a safe potable water supply from the new bore, and no adverse effects will arise.

8.4.2 Firefighting water supply

An existing fire hydrant is already on the site, located in close proximity to both the building platforms. No change to this arrangement is proposed. The fire hydrant is already protected by Easement 'U' which will 'fall down' onto the new titles.

As described in the services report in Attachment [H], at the time that a dwelling is established on Lot 2, it is proposed that tanks will be utilised to serve as a firefighting reserve. In addition, vehicular access to the tank is to be maintained at all times and a hardstand area constructed adjacent to the tank to allow a fire appliance to park and pump from the tank. The ongoing requirements for the firefighting water supply on Lot 2 can be addressed as a consent notice registered on the title of each residential allotment created. The exact location of the tanks has not been determined at this time as it depends on the final

shape and placement of the future residential unit within the new platform on Lot 2. It is accepted that if the tanks are not buried or within the curtilage area they will need a further resource consent if they fall within the PDP definition of 'building'.

No adverse effects will arise as a static firefighting reserve will be provided once a dwelling is constructed on the platform of proposed Lot 2.

8.4.3 Stormwater disposal

As described in the services report in Attachment [H], stormwater from impervious areas of future residential units will be disposed to ground. This would take the form of a soak pit or similar on-site storage/soakage system. Given the size, geology and topography of the proposed lots, location and size of soakage areas are not constrained allowing for flexibility of design options. Section 8 of the Geosolve report in Attachment [H] confirms the feasibility of onsite stormwater disposal. Detailed design is required to be supplied with the building consent documentation and shall be completed by a suitably qualified person.

8.4.4 Wastewater disposal

As described in the services report in Attachment [H], the existing / altered shape of the platform on Lot 1 can connect to the Station Services Ltd reticulated network for wastewater.

The proposed platform on Lot 2 can be serviced for wastewater by way on on-site disposal to ground. An appropriate location on site can be identified as being suitable for the disposal of wastewater. On-site wastewater disposal technology has enabled packaged proprietary tertiary treatment systems to be readily available and are a suitable option, and are subject to detailed design to be completed as part of the building consent process.

The effects of the onsite wastewater disposal can be managed through treatment and no adverse effects on the environment will arise.

8.4.5 Vehicle Access and Traffic Generation

As described in the services report in Attachment [H], the site is serviced off Gibbston Highway, State Highway 6. The subdivision site is one of nine sites that share a common intersection with State Highway 6 located within the application site. The intersection with the State Highway has been constructed to Waka Kotahi (NZTA) Diagram D standard and has tapers on both sides of the Highway. Affected party approval from NZTA is anticipated.

From the intersection, the 9 existing allotments are serviced by a private accessway. The private accessway is sealed, with varying widths and contained within a 10.0m wide legal easement. The first

section of the accessway is nominally 6.0m wide with 0.5m unsealed shoulders and swales. After the first bend, the accessway narrows on the straighter sections of road to 4.5m sealed width but retains 5.5m minimum width on the bends. The 4.5m sealed width still enables two lanes of moving traffic. The gradient is gentle, and the winding geometry ensures a low-speed environment. Good visibility is offered of the driveways that intersect the road.

The existing access is generally in accordance with Code of Practice Figure E2, albeit some of the sealed width is less than the prescribed 5.5m minimum by the Code.

As part of the subdivision proposal, it is proposed to re-align the driveway to the existing dwelling on proposed Lot 1. The vehicle crossing is therefore to be moved approx. 20m north.

The new Lot 2 will join the private accessway approx. 210m from the State Highway intersection. A new vehicle crossing is to be formed in accordance with CoP drawing B5-20. The vehicle crossing for the allotment is located at the outside of a bend in the accessway which affords sight distances in each direction that exceed the minimum of 45m. The addition of the new residential allotment brings the total number of users of the private accessway to 10.

In summary, the existing access onto the State Highway can readily accommodate the vehicle movements from one additional building platform, and the proposed connections to the existing ROW network will meet the relevant standards with regard to sight distance, and will be formed to QLDC standards. No adverse effects from vehicle access and traffic generation are anticipated.

8.4.6 Summary with regard to servicing and access

The proposed subdivision can be fully serviced and has suitable physical and legal access.

8.5 Effects on Gibbston soil resource / productive land

An assessment of the proposal with regard to the objectives and policies of the NPS-HPL is provided in section 10.1 to follow.

The productive use of the vineyard on Lot 2 will remain unaffected. With regard to the productive potential of Lot 1, and the proposed platform on Lot 2, an assessment of the productive potential of the land for viticulture has been prepared by Mr Gary Crabbe, a viticultural expert who has planted and been a viticulturist on a large number of vineyards in the Gibbston valley.

Currently Mr Crabbe is the contract viticulturist on the majority of the Wentworth blocks. Mr Crabbe's report is appended as Attachment [L]. Mr Crabbe is a suitably qualified and experienced person with regard to viticultural activities. Mr Crabbe concludes that:

Peregrine Wines who originally planted Wentworth, utilised as much of the site that was viable. The other unplantable areas were left as rocks of open spaces. For good reason they chose not to plant the land directly below the vineyard on Block 5 as they had the good sense to know it was not economically viable.

Thus, for the above listed reasons the proposed lots will not affect and will retain the viable productive potential of the land. In addition, the area that the building platform is subject to obvious and permanent/long term constraints on the land that means the use of the highly productive land and land-based primary production is not able to be economically viable for at least 30 years.

As can be seen on the plan of subdivision overlaid on the aerial photography in Figure 6 below, and as referred to by Mr Crabbe, the land within proposed Lot 1 and the platform location on proposed Lot 2 is subject to permanent and long term constraints for productive use including:

- large rock outcrops with no soil
- easements that must remain unencumbered
- a 1200m² building platform
- a large stormwater soakage area
- the steepness of the embankment area.

The advice of Mr Crabbe is accepted.



Figure 6: Lot 1 plan of subdivision overlaid on aerial photography

In Figure 7 below, the permanent and long term constraints are annotated onto the plan of subdivision.

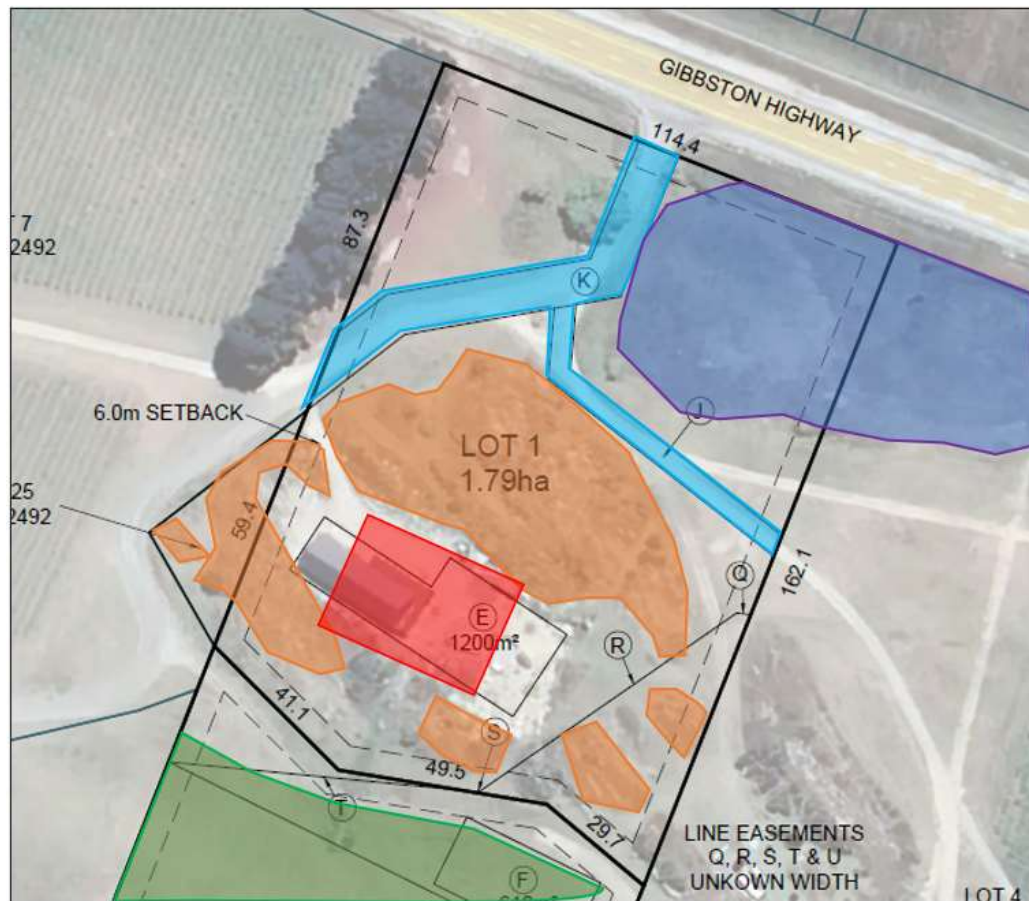


Figure 7: Land unavailable for Productive use due to Permanent Long term Constraints

Orange	Rock outcrops
Blue	Easements
Red	Existing Building platform (1200m²)
Purple	Stormwater soakage pond
Green	Embankment (steep)

In summary, and as can be seen in Figure 7 above, the land is already subject to a variety of permanent and long term constraints, which means that the proposed subdivision will not affect the productive potential of the site for viticulture, which is already severely constrained with regard to the land within proposed Lot 1. The soil resource on proposed Lot 1, and within the platform area on Lot 2 is not suitable for viticulture. The vineyard on Lot 2 will continue unaffected by the subdivision.

With regard to other productive uses other than viticulture, in addition, a private covenant on the title (Attachment [B1]) prevents the land from being used for hobby farming as it prevents sheep, cattle, goats and other animals from being brought onto the site:

8. Not bring on to or suffer to remain on the Land Hereby Transferred any sheep, cattle, goat, pig, donkey, rooster, rabbit or hare or dangerous pet or noxious animal and shall not allow any animal, bird or pet to cause a nuisance to the Transferor.

The proposal remains consistent with the original objectives of the original Wentworth subdivision (as approved by the Environment Court in Attachments [D] and [D1]) as described on page 9 of C135/97:

Mr R.B. Thompson, a landscape architect, gave evidence supporting the proposal. He gave evidence of having prepared a survey and analysis plan which collated all the relevant specific information for the site and said that that information was there to shape the layout of the site. He said that the essential development philosophy for the site was to maximise the use of soils that are suitable for viticulture while dwellings are sited on the marginal soils. He considered that the clustering of buildings would:

- “• *minimise the loss of productive soils*
- *maintain the productive sustainable use of land*
- *minimise any disruption to the functioning of the vineyard*
- *retain the rural qualities of openness and spaciousness*
- *minimise the amount of roading and the requirements of the supply of services*
- *minimise the visual effects of buildings in the landscape”.*

The proposal does not result in the loss of productive soils, it maintains the viticultural use on the productive upper terrace of the site, it minimises disruption to the functioning of the vineyard, it clusters built form to maintain the rural qualities of openness and spaciousness, it minimises the amount of roading / infrastructure, and minimises the visual effects of buildings in the landscape.

8.6 Reverse Sensitivity effects including noise and spray drift

Wine growing activities are located immediately surrounding the site and on the wider vicinity that can cause effects that could be complained about by future occupiers of the building platform. The effects that can arise from viticulture that can affect a residential use are noise associated with frost fighting / bird scaring and spray drift. This can result in complaints about existing established viticultural activities by new residents (reverse sensitivity).

The applicant has obtained affected party approval from multiple adjoining landowners as shown in Figure 5, and the effect of the proposal on the owners of this land cannot be considered. This includes the land containing the nearest frost fans to the proposed sites, i.e. the noise emitters.

The applicant volunteers a 'no objection' consent notice to provide added security that the future occupiers of the new building platform on proposed Lot 2 will not object to established viticultural activities. This volunteered consent notice condition forms part of Attachment [G]. The applicant is willing to modify the wording if required to ensure the non-objection condition below is effective:

Lot 1 and Lot 2 Non-objection Requirement

1. *The respective owners of Lot 1 and 2 DP##### shall not object to winegrowing (farming) operations being conducted on any lot within the greater Gibbston Valley (including horticulture and vineyard) nor to any noise and spray drift (where it is unavoidable in usual winegrowing (farming) practice) nor bring any proceedings for damages, negligence, nuisance, trespass or interference arising from such operations, or make or be party to, or finance or be party to, the cost of any submission, application, proceeding or appeal designed to limit, prohibit or restrict such operations.*

Spray Drift

The experience of the existing owners of the property (the Pringle family who have owned the site since 2002) is that effects from spray drift do not arise. The site is sufficiently separated (both horizontally and vertically) from the nearest viticulture activity on adjoining sites that spray drift effects have not been experienced. These factors combine to prevent spray drift from permitted viticultural activities from affecting the residential building platform.

With regard to Method 17.2.1 of the Regional Plan: Air, the physical separation referred to under 17.2.1.2(1) is achieved.

17.2 Liaison with city and district councils

17.2.1 Land use planning

17.2.1.1 The Otago Regional Council will seek the inclusion of appropriate land use policy, rules and methods within district plans as necessary to further the objectives and policies contained in this Plan.

17.2.1.2 The Otago Regional Council will encourage Otago's city and district councils to control the adverse effects on air quality from land use activities and in particular those involving dust, agrichemical application or potentially odorous discharges through district plans, land use consents or education and information by:

- (1) Achieving physical separation of incompatible land uses through buffer zones or shelter belts;
- (2) Recognising existing use rights and reverse sensitivity; and
- (3) Encouraging people undertaking land use activities to manage the effects of their activities through following codes of practice or environmental management systems where appropriate.

Noise

Viticultural activities can give rise to noise effects from frost fighting and bird scaring activities. As noted above the volunteered consent notice conditions included with Attachment [G] would prevent objections being made about noise from frost fighting and viticulture generally (including bird scaring). This will ensure nearby productive uses would not have their operations affected by complaints from occupiers of the new building platform.

A review of Google aerial photography has identified the following frost fighting fans in the vicinity of the proposed platform:



Figure 8 – Frost fans in the vicinity of the proposed building platform (red circles)

As Figure 8 shows, the nearest frost fighting fan where the landowner has not provided affected party approval is located to the west and is some distance from the proposed platform. Measurements off aerial photography show the distance as approximately 250 metres. The closest frost fan was approved under resource consent RM081128 as varied by RM081250 (Attachment [M]). The nearest frost fan is therefore lawfully established by resource consent and, as a land use consent, has now been given effect to and will never lapse. The frost fan is therefore not reliant on existing use rights as it is a consented activity and can continue to operate in accordance with its consent conditions.

The application included a noise condition (5) as follows:

5. *The consent holder shall ensure that no single event of noise (L100) from the wind machines shall exceed 85dBA as measured at the notional boundary of (or 20m from) a dwelling house on any adjacent site (whatever is closest).*

It is noted that the existing building platform on Lot 1 is closer to the nearest wind fan to the north west than the proposed platform. The additional platform proposed as part of this application will therefore not adversely affect the ability of the consent holder (Station Services Ltd) to comply with consent condition 5 above, because a dwelling house was always enabled within the existing platform on proposed Lot 1, which is closer to a wind fan than the proposed platform on Lot 2.

Station Services Ltd would have been aware at the time they applied for consent there was a platform on proposed Lot 1 of the subject site.

In summary, the additional building platform is subject to 'no-objection' consent notice, and is protected from excessive noise from the fans by existing consent conditions that relate to the notional boundary of a dwelling house.

8.7 Natural Hazard Effects

The site as a whole is identified in Council's online hazard mapping as shown below:

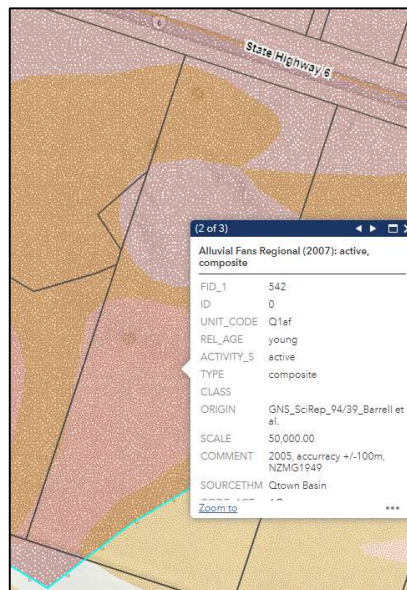


Figure 9: Extract from online QLDC Hazard register

The site is shown as being on a large alluvial fan as mapped in 2007. The same annotation applies to large parts of Gibbston Valley.

A geotechnical assessment report has been prepared by Geosolve and is appended as Attachment [O]. With regard to liquefaction, Geosolve consider the risk of liquefaction to be low based on the shallow depth to schist bedrock, the composition and density of the alluvial fan gravel soils and the depth to groundwater table. Geosolve has assessed the liquefaction hazard for the site is consistent with a QLDC LIC 1 classification which is a nil to low liquefaction hazard, and no further assessment is considered necessary.

With regard to alluvial fan hazard, QLDC/ORC hazard maps show the Lot 2 building platform as lying in an area classified as Alluvial Fan Regional: active, composite (GNS, 2005) and Alluvial Fan Regional: Camp Creek, fan recently active (GNS, 2008). Additionally, the southwest corner of the Lot 2 building platform is mapped as Alluvial Fan regional: Camp Creek, fan less recently active (GNS, 2008).

The risk to the building platform from alluvial fan activity is assessed as low for the following reasons.

- There is no evidence of recent alluvial fan activity, overland flow, and no debris flow or flood deposits are present.
- Soil profiles show good topsoil development which suggests no depositional alluvial activity in recent times.
- The upslope catchment comprises a relatively small area (7 Ha) which is not considered capable of generating flood volumes sufficient to inundate the platform.
- The upslope catchment shows no signs of erosion/scour, wider instability or ability to general debris.
- The upslope catchment is very localised and does not connect to the more significant channels that drain the larger catchments/mountainside above.
- The building platform is located on locally high ground and the ground contours do not concentrate or direct flow towards the platform. Should flow develop it will be preferentially follow the access road.

The Geosolve report contains a number of recommendations regarding site preparation and excavations that are accepted by the applicant. Recommendations regarding the batter angle of excavations at the rear of the building platform have been addressed through the revisions that were made to the earthworks plans in Attachment [C] that include a small retaining wall at the rear of the platform.

In summary there are no significant natural hazards that would adversely affect the proposed building platform and new lots.

8.8 Construction Effects

8.8.1 Construction Traffic, Access, Parking and Noise

Construction traffic associated with the development will not generate any significant adverse effects due to the relatively small-scale nature of this development.

There will be construction noise effects arising from the small amount of required earthworks, and when a future residential dwelling is constructed in the building platform. Given the distance to the nearest residential units, and subject to standard conditions managing construction noise including controls on construction hours, actual and potential noise effects are not significant.

8.8.2 Sediment and Dust Control

Erosion and sediment control is able to be readily managed due to the distance from any water bodies, and due to the ownership of the land surrounding the earth worked areas being owned and controlled by the applicant. The proposal falls into the low-risk category. A short form EMP has been prepared and is appended as Attachment [J].

It is anticipated that standard consent conditions can be imposed to ensure no sediment enters waterways and dust is controlled. It is also envisaged that standard consent conditions will be imposed to ensure earthworks are well managed and do not result in adverse environmental effects.

8.9 Positive Effects

The proposed development will have the following positive effects:

- Enabling the Applicant to provide for their economic and social well-being through the development of one additional lot and building platform on a site that is not of sufficient size to be an economic farming unit, while at the same time;
- Avoiding, remedying and mitigating the adverse environmental effects of the proposal, specifically the landscape, visual amenity and Gibbston character effects through design controls, earthworks and landscaping; and
- Enhancing to a small degree the natural character of the site through additional native planting and the volunteered control of wilding weed species from the land through the consent notice mechanism.
- Contributing to the economic development of the Gibbston area through the creation of another home, the occupiers of which will contribute to the local economy and support local commercial activities e.g. Gibbston tavern.

9 Notification Assessment

The applicant requests public notification. However, if following the site visit the Council were of the view that only limited notification was required, that approach would be accepted by the applicant.

10 Policy Framework

10.1 National Policy Statement for Highly Productive Land 2022

The NPS-HPL came into effect on 17 October 2022. The NPS-HPL defines highly productive land as:

highly productive land means land that has been mapped in accordance with clause 3.4 and is included in an operative regional policy statement as required by clause 3.5 (but see clause 3.5(7) for what is treated as highly productive land before the maps are included in an operative regional policy statement and clause 3.5(6) for when land is rezoned and therefore ceases to be highly productive land)

Clause 3.5(7) contains a transitional provision, which states what happens until the regional council has undertaken its mapping:

(7) Until a regional policy statement containing maps of highly productive land in the region is operative, each relevant territorial authority and consent authority must apply this National Policy Statement as if references to highly productive land were references to land that, at the commencement date:

- (a) is*
 - (i) zoned general rural or rural production; and*
 - (ii) LUC 1, 2, or 3 land; but*
- (b) is not:*
 - (i) identified for future urban development; or*
 - (ii) subject to a Council initiated, or an adopted, notified plan change to rezone it from general rural or rural production to urban or rural lifestyle.*

This provision recognises that the detailed mapping has not yet been carried out. The scale of the mapping that exists at the moment is based on the New Zealand Land Resource Inventory and it is relatively high level. Hence the need for regional councils to more accurately map their regions.

It must be recognised that the relevant soil maps are high level, interim and subject to refinement by regional councils in due course.



Figure 10: Subject site (marked with arrow) dark green Land Use Classification – Class 3

It is acknowledged that the land is deemed to be highly productive due to the LUC-3 classification, however, as noted above, detailed mapping is yet to be undertaken by regional councils and the facts on the ground are that only the upper slopes that are used for viticulture are capable of land-based primary production.

In this regard the subdivision seeks to subdivide the productive vineyard from the balance of the title which is not able to be used productively due to permanent and long term constraints including:

- The large area of rock outcrops
- The steep embankment (refer Attachment [L]),
- Frost pooling on the north west portion of the sites,
- The existing approved 1200m³ building platform,
- The existing on-site ponds adjacent to the State Highway

As noted in the report of Mr Crabbe (Attachment [L]), where the building platform is proposed is not suitable for viticulture and *“Peregrine Wines who originally planted Wentworth, utilised as much of the site that was viable. The other unplantable areas were left as rocks of open spaces. For good reason they chose not to plant the land directly below the vineyard on Block 5 as they had the good sense to know it was not economically viable”*¹.

Mr Crabbe concluded:

Thus, for the above listed reasons the proposed lots will not affect and will retain the viable productive potential of the land. In addition, the area that the building platform is [located on is]

¹ p.2 of Attachment [L] – Viticultural assessment – Gary Crabbe

subject to obvious and permanent/long term constraints on the land that means the use of the highly productive land and land-based primary production is not able to be economically viable for at least 30 years.

Under the NPS-HPL Clause 3.8(1), territorial authorities must avoid the subdivision of highly productive land unless one of the following applies to the subdivision, and the measures in subclause (2) are applied. With regard to this application, Clause 3.8(1)(a) applies:

- (a) *the applicant demonstrates that the proposed lots will retain the overall productive capacity of the subject land over the long term*

The definition of productive capacity is as follows:

Productive capacity, in relation to land, means the ability of the land to support land-based primary production over the long term, based on an assessment of:

- (a) *physical characteristics (such as soil type, properties, and versatility); and*
- (b) *legal constraints (such as consent notices, local authority covenants, and easements); and*
- (c) *the size and shape of existing and proposed land parcels*

Clause 3.8(1) also requires measures in subclause (2) to be taken:

- (2) *Territorial authorities must take measures to ensure that any subdivision of highly productive land:*
 - (a) *avoids if possible, or otherwise mitigates, any potential cumulative loss of the availability and productive capacity of highly productive land in their district; and*
 - (b) *avoids if possible, or otherwise mitigates, any actual or potential reverse sensitivity effects on surrounding land-based primary production activities.*

The report of Mr Crabbe is referred to in this regard (Attachment [L]). The proposed lots will retain the productive capacity of the land over the long term by not affecting the existing viticultural activities on Lot 2, and locating the building platform on the site in a location that is not suitable for viticulture.

In relation to Clause 3.10(1)(a), and 3.10(1)(b)(i)-(iii), the proposed subdivision will not result in any loss of productive capacity of highly productive land, as the subdivision will result in the productive land on the upper terrace continuing to be utilised as a vineyard for land-based primary production activity which will continue to be economically viable without the unproductive land in Lot 2. One additional lot will be produced. Reverse sensitivity effects are mitigated through the proposed covenant and through the affected party approvals.

Under the NPS-HPL Section 3.10(1), territorial authorities may allow highly productive land to be subdivided, used or developed for activities, if it is satisfied that:

NPS-HPL Section 3.10(1)

- (a) *there are permanent or long-term constraints on the land that mean the use of the highly productive land for land-based primary production is not able to be economically viable for at least 30 years; and*
- (b) *the subdivision, use, or development:*
 - (i) *avoids any significant loss (either individually or cumulatively) of productive capacity of highly productive land in the district; and*
 - (ii) *avoids the fragmentation of large and geographically cohesive areas of highly productive land; and*
 - (iii) *avoids if possible, or otherwise mitigates, any potential reverse sensitivity effects on surrounding land-based primary production from the subdivision, use, or development; and*
- (c) *the environmental, social, cultural and economic benefits of the subdivision, use, or development outweigh the long-term environmental, social, cultural and economic costs associated with the loss of highly productive land for land-based primary production, taking into account both tangible and intangible values.*

As shown in Figure 7 above, the land is subject to permanent and long term constraints including:

- Rock outcrops
- Easements
- Existing Building platform (1200m²)
- Stormwater soakage pond
- Embankment (steep)

The proposed subdivision avoids any significant loss (individually and cumulatively) of productive capacity of highly productive land in the district as subdivision does not affect the viticultural use of the upper terrace and the lower terrace is subject to permanent and long term constraints.

The Gibbston land resource will be slightly more fragmented through the creation of one additional lot. However the Gibbston Valley is already subdivided for a mix of viticultural and residential uses, and is probably not considered to be a large and geographically cohesive area of HPL due to this existing mix of activities.

Reverse sensitivity effects have been considered earlier and can be addressed.

The separation of the site into two lots will result in some environmental, social, cultural and economic benefits that outweigh the long-term environmental, social, cultural and economic costs associated with the loss of highly productive land for land-based primary production, taking into account both tangible and intangible values, when recognising the constraints that exist on the site.

Provision No.	Provision	Discussion	Assessment
Objective 2.1	Highly productive land is protected for use in land-based primary production, both now and for future generations.	The proposal does involve subdivision of a site containing LUC 3 category soils, however the subdivision is separating the productive upper terrace (proposed Lot 2) for the unproductive lower terrace (proposed Lot 1). The productive land in Lot 2 is protected for use in land based primary production.	Consistent
Policy 2.2-1	Highly productive land is recognised as a resource with finite characteristics and long-term values for land-based primary production.	This is recognised.	Not applicable.
Policy 2.2-2	The identification and management of highly productive land is undertaken in an integrated way that considers the interactions with freshwater management and urban development.	This policy is aimed more at regional and district councils that are required to identify and manage highly productive land in their district and regional plans.	Not applicable.
Policy 2.2-3	Highly productive land is mapped and included in regional policy statements and district plans.	This policy is aimed at regional and district councils.	Not applicable.
Policy 2.2-4	The use of highly productive land for land-based primary production is prioritised and supported.	The proposal will result in one additional lot and residential building platforms on the site, which could be seen as not prioritising or supporting the use of highly productive land for land based primary production. However as noted, the location of the platform and the separation of proposed Lot 1 will not affect the "prioritisation and support" of highly productive land as the land is not capable of being used for productive purposes.	Neutral
Policy 2.2-5	The urban rezoning of highly productive land is avoided, except as provided in this National Policy Statement.	No urban rezoning is proposed.	Not applicable.
Policy 2.2-6	The rezoning and development of highly productive land as rural lifestyle is avoided, except as provided in this National Policy Statement.	No rezoning is proposed. The proposal is a 'development' that includes a new building platform and the reshaping of an existing platform (while keeping it the same size). Clause 3.8(1) and 3.10(1)(a)(b)(c) provide an exemption that applies to the site (as described in AEE above).	Consistent.
Policy 2.2-7	The subdivision of highly productive land is avoided, except as	The proposal does involve subdivision of a site containing LUC 3 category soils however the proposal can fall within the exemption provided by the NPS-HPL	Consistent

	provided in this National Policy Statement.	under Clause 3.8(1) and 3.10(1)(a)(b)(c). The report by Gary Crabbe (viticulturalist) has demonstrated that the overall productive capacity of the land will be retained over the long term.	
Policy 2.2.8	Highly productive land is protected from inappropriate use and development.	The site falls into the LUC 3 category. The proposal is not considered to be an inappropriate development as it will not prevent the existing viticultural land use on proposed Lot 2 from continuing or reduce the area of land that is capable of being used for productive purposes, recognising the limitations of the land contained within proposed Lot 1.	Consistent
Policy 2.2.9	Reverse sensitivity effects are managed so as not to constrain land-based primary production activities on highly productive land.	Reverse sensitivity effects are 'managed' as covered in section 8.6 of the AEE. Based on the affected party approvals obtained from almost all adjoining properties and the proposed land covenant, the proposal includes management of reverse sensitivity effects so as not to constrain land based primary production activities.	Consistent

Overall, the land subject to the application will continue to be utilised for viticultural based primary production, that will contribute to the economic wellbeing of the owners of Lot 2, with the land in Lot 1 that is unsuitable for productive purposes due to permanent long term constraints being separated from the viticultural land. Overall, the proposed subdivision meets the exemption clauses within the NPS-HPL, meaning it satisfies the objectives and policies above.

10.2 Operative Regional Policy Statement

Section 104(1)(b)(v) requires a consent authority to have regard to any regional policy statement or proposed regional policy statement. The Operative Regional Policy Statement 1998 (ORPS) has now been revoked.

10.3 Partially Operative Regional Policy Statement 2019

The ORC notified its Proposed Regional Policy Statement ("PRPS") on 23 May 2015. Decisions were released on 1 October 2016. The ORC made parts of the PRPS fully operative on 15 March 2021.

Chapter 3 of the PRPS is titled "Otago has high quality natural resources and ecosystems" and relates to natural resources, including landscapes that are not outstanding but which are valued. This is covered in the following assessment as the proposal is not located within an ONL area.

Objective 3.2 is that 'Otago's significant and highly-valued natural resources are identified, and protected or enhanced'. Policies 3.2.5 and 3.2.6 relate to highly values landscapes that are not outstanding:

Policy 3.2.5 - Identifying highly valued natural features, landscapes and seascapes

Identify natural features, landscapes and seascapes, which are highly valued for their contribution to the amenity or quality of the environment but which are not outstanding, using the attributes in Schedule 3.

This objective is aimed at territorial authorities. The Gibbston valley has been identified as having a special character, as evidenced by the Gibbston Character Zone.

Policy 3.2.6 Managing highly valued natural features, landscapes and seascapes

Maintain or enhance highly valued natural features, landscapes and seascapes by all of the following:

- a) Avoiding significant adverse effects on those values that contribute to the high value of the natural feature, landscape or seascape;*
- b) Avoiding, remedying or mitigating other adverse effects;*
- c) Encouraging enhancement of those values that contribute to the high value of the natural feature, landscape or seascape.*

With regard to the first part of Policy 3.2.6, the proposal will maintain the existing character of the Gibbston Valley, which features houses typically clustered in groups amongst viticultural activity.

In terms of (a), the proposal does not result in any *significant* adverse effects.

In terms of (b), other adverse effects are successfully avoided, remedied or mitigated through the planting and landscaping, the clustering of built form, and recessive colours and materials stipulated under permitted activity standards.

Part (c) of the policy is to encourage enhancement of those values that contribute to the high value of the landscape. The vineyard is not affected by the proposal, and is being retained. Natural character is being enhanced to a small degree through the structural landscaping.

Overall the proposal is consistent with the relevant objective and the associated policy of the PORPS 2019.

10.4 Proposed Regional Policy Statement 2021

The PORPS 2021 was publicly notified on 26 June 2021. It has progressed to hearings, however no 'decisions on submissions' have been released at this time. There are two parts, freshwater and on-freshwater.

Chapter NFL (Natural Features and Landscapes) contains objectives and policies relating to landscape that are not highly values but not outstanding.

NFL-O1 – Outstanding and highly valued natural features and landscapes

The areas and values of Otago's outstanding and highly valued natural features and landscapes are identified, and the use and development of Otago's natural and physical resources results in:

- (1) the protection of outstanding natural features and landscapes, and*
- (2) the maintenance or enhancement of highly valued natural features and landscapes.*

As noted above for the PORPS 2019 assessment, the proposal will be consistent with and maintain the existing character of the Gibbston Valley, which features houses typically clustered in groups amongst viticultural activity. Natural character is being enhanced to a small degree through the structural landscaping. The 'man-made' element of the Gibbston Character Zone that is attractive, i.e. the vineyard, is not affected by the proposal.

NFL-P3 – Maintenance of highly valued natural features and landscapes

Maintain or enhance highly valued natural features and landscapes by:

- (1) avoiding significant adverse effects on the values of the natural feature or landscape, and*
- (2) avoiding, remedying or mitigating other adverse effects.*

As noted above for the PORPS 2019 assessment, the proposal does not result in any *significant* adverse effects. In terms of (2), other adverse effects are successfully avoided, remedied or mitigated through the planting and landscaping, the clustering of built form, and recessive colours and materials stipulated under permitted activity standards.

NFL-P4 – Restoration

Promote restoration of the areas and values of outstanding and highly valued natural features and landscapes where those areas or values have been reduced or lost.

The Gibbston Character Zone is somewhat unique in that the special character is created primarily by the vineyards in a confined area, and residential activity amongst the vineyards is also a part of this character along the length of the valley.

Overall the proposal is consistent with the relevant objective and the associated policy of the PORPS 2021.

10.5 Operative District Plan

Under section 104 the Council must have regard to the relevant objectives, policies and assessment criteria of the ODP.

While the new Objectives and Policies for the Gibbston Character Zone under the PDP are not under appeal, there is no provision in the RMA for them to be 'treated as operative' and are therefore assessed in full in Attachment [N].

It is submitted that limited weight should be given to the ODP objectives and policies, as there are no rules triggered under the ODP by which to implement the objectives and policies.

10.6 Proposed District Plan

10.6.1 Strategic Direction (Chapter 3)

The Strategic objective is to:

3.2.1 The development of a prosperous, resilient and equitable economy in the District. (addresses Issue 1)

The proposal will enable the applicant to provide for their social and economic well-being through the creation of an additional housing unit, while maintaining the existing viticultural use of the site, and that will in turn contribute to a prosperous, resilient, and equitable economy in the district.

The only relevant associated policy is set out below:

3.2.1.8 Diversification of land use in rural areas beyond traditional activities, including farming, provided that the character of rural landscapes, significant nature conservation values and Ngāi Tahu values, interests and customary resources, are maintained. (also elaborates on S.O.3.2.5 following)

The proposal achieves the strategic policy. The proposal does represent a diversification of land use in a rural area that maintains the existing character of rural (Gibbston Character) landscapes (houses amongst vineyards) and does not affect significant nature conservation and Ngai Tahu values.

3.2.4 The distinctive natural environments and ecosystems of the District are protected. (addresses Issue 4)

The proposal achieves the strategic policy. The proposal will not affect the distinctive natural environments and ecosystems of the district. The relevant policies are set out below:

3.2.4.2 The spread of wilding exotic vegetation is avoided.

The site does not exhibit wilding species at present.

3.2.5 The retention of the District's distinctive landscapes. (addresses Issues 2 and 4)

The location of the proposal (amongst a cluster of existing residential activity) means it will not affect the retention of the District's distinctive landscapes. The relevant policies are set to below:

3.2.5.1 The landscape and visual amenity values and the natural character of Outstanding Natural Landscapes and Outstanding Natural Features are protected from adverse effects of subdivision, use and development that are more than minor and/or not temporary in duration.

The site is not an ONL or ONF.

3.2.6 The District's residents and communities are able to provide for their social, cultural and economic wellbeing and their health and safety. (addresses Issues 1 and 6)

The proposal enables the applicant to provide of their social and economic well-being, and the proposal will result in one additional residential unit within the Queenstown Lakes district.

Other relevant Strategic Policies are set out below:

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. 3.2.1.7, 3.2.5.1 and 3.2.5.2)

The term 'rural living' (with no capitals) usually refers to the Rural Residential and Rural Lifestyle zones. The policy is therefore thought not to apply.

3.3.23 Identify areas on the District Plan maps that are not within Outstanding Natural Landscapes or Outstanding Natural Features and that cannot absorb further change, and avoid residential development in those areas. (relevant to S.O. 3.2.1.8 and 3.2.5.2)

The Gibbston Character Zone provides for residential development as a discretionary activity and has not been identified on the District Plan maps as an area that cannot absorb further change.

3.3.24 Ensure that cumulative effects of new subdivision and development for the purposes of rural living does not result in the alteration of the character of the rural environment to the point where the area is no longer rural in character. (relevant to S.O. 3.2.1.8, 3.2.5.1 and 3.2.5.2)

The proposals is a form of rural living (no capitals). Cumulative effects of the subdivision and the additional and altered building platform have been carefully considered in the landscape and visual effects assessment. State Highway 6 – Gibbston Valley will remain predominantly rural in appearance. The addition of one extra platform within an existing rural living style development will not alter the character of the rural environment to the point where the area is no longer rural in character. The character of the upper terrace of the Gibbston Valley along the State Highway is a mixture of vineyards with interspersed built form.

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)

Modest earthworks are necessary, the effects of which are readily managed through the short form EMP provide in Attachment [J]. The servicing report notes that with regard to wastewater, the site soils assessment provided with the Geosolve geotechnical report (Attachment [O]) confirms the land is suitable for on-site disposal of wastewater.

10.6.2 Landscapes & Rural Character (Chapter 6)

Chapter 6 Policy 6.3.1.3 states:

Provide a separate regulatory regime for the Gibbston Valley (identified as the Gibbston Character Zone), Rural Residential Zone, Rural Lifestyle Zone and the Special Zones within which the Outstanding Natural Feature, Outstanding Natural Landscape and Rural Character Landscape categories and the policies of this Chapter related to those categories do not apply unless otherwise stated. (SO 3.1B.5 and 3.1B.6).

There is a separate regulatory regime for the Gibbston Valley and the ONF/ONL/CL policies do not apply.

The separate regulatory regime is the policies below, plus the Gibbston Character Zone.

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

6.3.2.1 *Avoid urban development and subdivision to urban densities in the rural zones. (SO 3.2.2, 3.2.2.1, 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.15).*

The proposal does not fall within the definition of urban development.

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. (SO 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.20, 3.3.23, 3.3.30, 3.3.31, 3.3.34, 3.3.35).*

A consent notice condition is volunteered with regard to exterior lighting.

6.3.2.3 *Ensure the District's distinctive landscapes are not degraded by production forestry planting and harvesting activities. (SO 3.2.1, 3.2.1.7, 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.20, 3.3.21, 3.3.27, 3.3.30, 3.3.31, 3.3.34, 3.3.35).*

No production forestry is proposed.

6.3.2.4 *Enable continuation of the contribution low-intensity pastoral farming in the Rural Zone and viticulture in the Gibbston Character Zone on large landholdings makes to the District's landscape character. (SO 3.2.1, 3.2.1.7, 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.21).*

The proposal enables the continuation of the contribution viticulture in the Gibbston Character Zone makes to the district's landscape character through the retention of the vineyard in Lot 2, and the placement of the additional and altered platform in location on the site not suitable for viticulture (refer Crabbe report in Attachment [L]).

6.3.2.5 *Avoid indigenous vegetation clearance where it would significantly degrade the visual character and qualities of the District's distinctive landscapes. (SO 3.2.1, 3.2.1.8, 3.2.4, 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.30, 3.3.31, 3.3.34, 3.3.35).*

No indigenous vegetation clearance is proposed.

6.3.2.6 *Encourage subdivision and development proposals to promote indigenous biodiversity protection and regeneration where the landscape values 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. (SO 3.2.1, 3.2.1.7, 3.2.1.8, 3.2.4, 3.2.4.1 – 3.2.4.7, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.5, 3.2.5.6, and SP 3.3.20, 3.3.30, 3.3.31, 3.3.34, 3.3.35).*

The proposal includes indigenous biodiversity regeneration to a small degree through the structural planting proposed.

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. (SO 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.4, 3.2.5.6, and SP 3.3.30, 3.3.31)*

Not applicable – the site is not within an ONL or RCL.

6.3.2.8 *Encourage any landscaping to be ecologically viable and consistent with the established character of the area. (SO 3.2.5, 3.2.5.2, 3.2.5.3, 3.2.5.5, and SP 3.3.30, 3.3.34, 3.3.35).*

The proposed landscaping has been selected to be ecologically viable and consistent with the established character of the area.

Overall the proposal is consistent with the Chapter 6 objectives and policies.

10.6.3 Gibbston Character Zone (Chapter 23)

The objectives and policies for the Gibbston Character zone are set out below and commented on individually.

23.2.1 Objective – The economic viability, character and landscape values of the Gibbston Character Zone are protected by enabling viticulture and other appropriate activities that rely on the rural resource of the Gibbston Valley and managing the adverse effects resulting from other activities locating in the Zone.

The proposal is considered to be consistent with the second part of the objective which is most relevant, and which relates to 'other activities' that do not rely on the rural resources of the Gibbston Valley. The adverse effects of this additional platform can be managed through design controls and conditions of consent. The site has never been used for viticulture and following its subdivision into a rural living node as part of the Wentworth subdivision, its future use is for rural living purposes.

Policies 23.2.1.1 Enable viticulture activities and provide for other appropriate activities that rely on the rural resource of the Gibbston Valley while protecting, maintaining or enhancing the values of indigenous biodiversity, ecosystems services, the landscape and surface of lakes and rivers and their margins.

The site has never been used for viticulture and following its subdivision into a rural living node as part of the Wentworth subdivision, its future uses for rural living purposes. It is fanciful to consider the site could now be used for viticulture due to its small size. The proposal will maintain existing indigenous vegetation and additional planting will result in a small enhancement. The landscape will also be protected and maintained through the careful placement of the building platform and the volunteered design controls.

23.2.1.2 Ensure land with potential value for rural productive activities is not compromised by the inappropriate location of other developments and buildings.

The site will continue to be used for rural productive activities on Lot 2. With regard to Proposed Lot 1, this part of the site does not have potential value for viticulture or other productive activities due to the permanent and long terms constraints apparent on the site and as shown in Figure 7.

23.2.1.3 Ensure activities not based on the rural resources of the area occur only where the character and productivity of the Gibbston Character zone and wider Gibbston Valley will not be adversely impacted.

The proposal achieves this policy. The residential building platform is not based on the rural resources of the area and has been located where the character and productivity of the Gibbston Character Zone and wider Gibbston Valley will not be adversely affected due to the clustered location of the building platform.

23.2.1.4 Provide for a range of buildings allied to rural productive activity and worker accommodation.

This policy does not relate to the proposal. No buildings proposed allied to rural productive activity or worker accommodation are proposed.

23.2.1.5 Avoid or mitigate adverse effects of development on the landscape and economic values of the Gibbston Character zone and wider Gibbston Valley.

The proposal achieves this policy, the adverse effects of development on the Gibbston landscape have been mitigated. There is not an adverse effect on the economic values. The site will continue to be used for viticulture, however Lot 1 has not been and could not be used for viticulture due to its small size and steep terrain and the permanent and long terms constraints apparent on this site as shown in Figure 7.

23.2.1.6 Protect, maintain and enhance landscape values by ensuring all structures are located in areas with the potential to absorb change.

The proposal achieves this policy, the platform has been located in the only location on the site that can absorb change. The mitigation planting and location will protect, maintain and enhance landscape values.

23.2.1.7 Avoid the location of structures, including water tanks, other than regionally significant infrastructure, on skylines, ridges, hills and prominent slopes.

The proposal achieves this policy, the platform requires mitigation planting to be established to ensure a future building does not breach the skyline in the short section of views from State Highway 6.

23.2.1.8 Locate, design, operate and maintain regionally significant infrastructure so as to seek to avoid significant adverse effects on the character of the landscape, while acknowledging that location constraints and/or the nature of the infrastructure may mean that this is not possible in all cases.

23.2.1.9 In cases where it is demonstrated that regionally significant infrastructure cannot avoid significant adverse effects on the character of the landscape, such adverse effects shall be minimised. (under appeal)

These policies are not applicable to the proposal.

23.2.10 Provide for the establishment of activities such as commercial recreation, visitor accommodation and rural living that are complementary to the character and viability of the Gibbston Character Zone, providing they do not impinge on rural productive activities.

The proposal achieves this policy. It is an application for rural living activity that is complementary to the character in this area created by the Wentworth subdivision, and which does not impinge on rural productive activities.

23.2.1.11 The location and direction of lights do not cause glare to other properties, roads, public places or degrade views of the night sky.

The proposal will achieve this policy through the volunteered consent notice condition.

23.2.1.12 Avoid adverse cumulative impacts on ecosystem and nature conservation values.

The proposal will not result in adverse cumulative effects on ecosystem and nature conservation values. The site does not exhibit significant nature conservation or ecosystem values, and additional native planting is proposed.

23.2.1.13 Have regard to the risk of fire from vegetation and the potential risk to people and buildings, when assessing subdivision and development.

The site is predominantly covered in pasture. This is mown from time to time to ensure it remains at a suitable length and is not an undue fire risk. The site is not considered to be at high risk of fire.

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

The proposal will not affect the life supporting capacity of soils. Any topsoil removed by the construction of the future dwelling will be re-used on site. The soils on this site are not used in a life supporting capacity due to it being on a rural lifestyle sized allotment.

23.2.2.1 Avoid the adverse effects of subdivision and development on the life-supporting capacity of soil.

As noted above, the soils on this site are not used in a life supporting capacity due to it being on a rural lifestyle sized allotment.

23.2.2.2 Enable a range of activities to utilise the range of soil types and microclimates.

This proposal is considered to be consistent with this policy as the upper part of the site within Lot 2 will continue to be used for viticulture. The use of the lower part of the site for rural living purposes is not compromising the availability of land with soil suitable for viticulture, as it is predominantly rock and subject to permanent and long term constraints.

23.2.2.3 Protect the soil resource by controlling activities including earthworks and indigenous vegetation clearance.

No indigenous vegetation clearance is proposed. Earthworks for this subdivision are relatively discrete involving the creation of a new driveway within proposed Lot 1 and forming the building platform and access (along an existing track) within proposed Lot 2. All topsoil scraped will be re-utilised on site. Further earthworks are not necessary to construct a dwelling within the building platform.

23.2.2.4 Encourage land management practices and activities that benefit soil and vegetation cover.

This policy is not directly applicable to the proposal, however a small amount of extra vegetation cover is part of the proposal.

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

23.2.3.1 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 is consistent with the above objective and policy. The existing water supply can be utilised for Lot 1 and a new bore is proposed to service Lot 2. On-site wastewater disposal is a permitted activity under the Regional Plan: Water, so is not considered to be an adverse effect.

23.2.4 Objective - Land management practices that recognise and accord with the environmental sensitivity and amenity values of the Gibbston Character Zone are encouraged.

The land management in this case is for rural living purposes and will accord with the environmental sensitivity and amenity values of the Gibbston Character zone in this part of State Highway 6 – Gibbston Valley.

23.2.4.1 Encourage appropriate management of vegetation cover and development including earthworks to prevent siltation and sedimentation effects on water resources.

The proposal can achieve this policy subject to appropriate erosion and sediment control measures being applied at the time of earthworks, as per the short form EMP in Attachment [J].

23.2.4.2 Noise levels should not be inconsistent with rural productive activities and the character and rural amenity of the Gibbston area.

The proposal achieves the policy.

23.2.4.3 Control access and egress to ensure safe and efficient movement of traffic on roads and for users of trails, walkways and cycleways.

This policy is achieved, the access and egress are existing on to State Highway 6, and the proposed new driveway access arrangements will ensure safe and efficient movement of traffic. This is described in detail in the services report in Attachment [H].

23.2.4.4 Manage forestry and farm-forestry activities to avoid adverse effects on landscape, amenity and viticulture production.

This policy is not applicable to the proposal.

10.6.5 Earthworks (Chapter 25)

The key objective is set out below:

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

The proposal achieves the objective as adverse effects on the environment are minimised, the completed earthworks will be finished in a natural contour to ensure they appear natural in the landscape once revegetated. Landscape and visual amenity values can be maintained. The overall volume of earthworks is reasonably small being 860m³ total (430m³ of cut and 430m³ of fill) and within the permitted baseline in terms of volume.

The proposal is also consistent with Policies 25.2.1.1 through to 25.2.1.11. These policies primarily relate to environmental protection, nuisance matters, amenity values and cultural heritage including wahi tapu. The proposal can meet these policies through the site management works and through the imposition of consent conditions to ensure erosions and sediment control matters are applied.

10.6.5 Subdivision Objectives and Policies (Chapter 27)

The relevant objectives and policies are set out below:

27.2.1 Objective - Subdivision that will enable quality environments to ensure the District is a desirable place to live, visit, work and play.

The subdivision will enable a quality rural living sized allotment to be created within an existing rural living area in the Gibbston Valley.

27.2.1.1 -Require subdivision infrastructure to be constructed and designed so that it is fit for purpose, while recognising opportunities for innovative design.

27.2.1.3 -Require that allotments are a suitable size and shape, and are able to be serviced and developed for the anticipated land use under the applicable zone provisions.

The new allotment / platform can be serviced so that it is fit for a rural living purpose. The allotment shape and size are consistent with that anticipated for a rural living development, and residential activity is anticipated in the Gibbston Character Zone as a discretionary activity.

27.2.2 - Objective - Subdivision design achieves benefits for the subdivider, future residents and the community.

27.2.2.6 Encourage innovative subdivision design that responds to the local context, climate, landforms and opportunities for views or shelter.

The subdivision design separates the unproductive land subject to permanent and long term constraints in Lot 1 from the productive land in Lot 2, and creates a building platform associated with the viticulture. The design places the building platform centrally within a node of existing residential built form, clustering the built elements.

27.2.4 – Objective - Natural features, indigenous biodiversity and heritage values are identified, incorporated and enhanced within subdivision design.

27.2.4.4 Encourage initiatives to protect and enhance landscape, vegetation and indigenous biodiversity by having regard to:

a. whether any landscape features or vegetation are of a sufficient value that they should be retained and the proposed means of protection;

The objective and policy are not particularly relevant to the site given its limited biodiversity and absence of heritage values / distinctive landscape features. Earthworks are small in scale and nestle the built form into the slope.

27.2.5 - Objective - Infrastructure and services are provided to new subdivisions and developments.

Policies Transport, Access and Roads

27.2.5.1

Integrate subdivision roading with the existing road networks in a safe and efficient manner that reflects expected traffic levels and the provision for safe and convenient walking and cycling. For the purposes of this policy, reference to 'expected traffic levels' refers to those traffic levels anticipated as a result of the zoning of the area in the District Plan.

27.2.5.2

Ensure safe and efficient pedestrian, cycle and vehicular access is provided to all lots created by subdivision and to all developments.

27.2.5.3

Provide linkages to public transport networks, and to trail, walking and cycling networks, where useful linkages can be developed.

27.2.5.4 Ensure the physical and visual effects of subdivision and roading are minimised by utilising existing topographical features.

27.2.5.5 Ensure appropriate design and amenity associated with roading, vehicle access ways, trails and trail connections, walkways and cycle ways are provided for within subdivisions by having regard to:

The proposal can be fully serviced. Lot 1 can connect to existing reticulated Station Services Ltd infrastructure, and Lot 2 is able to be serviced with on-site infrastructure. Physical and legal access is suitable.

10.7 Weight to be given to the Proposed and Operative Plans

As noted above in section 10.3, no appeals have challenged the objective and policy framework for the Gibbston Character Zone.

A weighting exercise is only necessary where there is a difference between the ODP and PDP in respect of anticipated outcomes, which in turn lead to a differing outcome on the resource consent application under the decision-making framework. It is concluded that no difference in those provisions arises between the ODP and PDP. The proposal is acceptable relative to the relevant provisions of both the PDP and ODP. Accordingly, the Council does not need to consider the weight to be given to the PDP.

11. Other Matters

Section 104(1)(c) of the Act permits Council to have regard to "any other matter the consent authority considers relevant and reasonably necessary to determine the application".

Precedent is a relevant matter to be considered, however all subdivision and residential activity in the Gibbston Character Zone is a discretionary activity and must be considered on its merits. Wentworth's

original proposal was “to use all the land that is suitable for growing of grapes for that purpose and to site the residences and other buildings on land that is unsuitable for growing grapes²”.

The same philosophy is applied to this application, which seeks to continue to use the land that is suitable for the growing of grapes for that purpose, and to place a residential unit on land that is unsuitable for growing grapes. It is noted that the Wentworth decision was 25 years ago and since that time the character of the Gibbston Valley area has changed considerably, and the Queenstown Lakes district has experienced incredible growth. The proposal seeks to sustainably manage the Gibbston Valley resource by adding one additional residential unit in a location with capacity to absorb the development.

No other matters are considered relevant to this proposal.

12. Conclusion

In considering whether to approve the application, the Council is required to have regard to any relevant provisions of any national policy statements, national environmental standards, regional policy statements, regional plans and district plans, “subject to Part 2”. The Council is also required to have regard to the effects of the proposal on the environment. The proposed development will achieve the purpose of sustainable management under section 5 of the Act, including by reference to the other principles in Part 2 of the Act by:

- Enabling the Applicant to provide for their economic and social well-being through the development of one additional lot and one new & amended building platform on the part of the site that is not suitable for viticulture due to permanent long term constraints and is not of a sufficient size to be an economic farming unit, while at the same time;
- Enabling another residential unit in the Queenstown Lakes district, an area with a housing shortfall;
- Avoiding, remedying and mitigating the adverse environmental effects of the proposal, specifically the landscape, visual amenity and Gibbston character effects through design controls, earthworks and landscaping; and
- Enhancing to a small degree the natural character of the site through additional native planting.

² Page 3 of Environment Court decision C135/97 in Attachment [D]

Attachments

Attachment **[A]**: Form 9
Attachment **[B]**: Record of Title
Attachment **[B1]**: Private land covenant 986114.1
Attachment **[B2]**: Encumbrance 965322.1
Attachment **[B3]**: Deposited plan DP 27121 showing building platform
Attachment **[C]**: Plan of subdivision and earthworks
Attachment **[D]**: Wentworth Environment Court decisions C135-97 and C75-98
Attachment **[E]**: BC200455 plans for shed
Attachment **[F]**: Landscape and visual effects assessment – Vivian+Espie
Attachment **[G]**: Volunteered consent notice conditions
Attachment **[H]**: Servicing report – Clark Fortune MacDonald & Associates
Attachment **[I]**: Preliminary Site Investigation – Insight engineering
Attachment **[J]**: Short Form Environmental Management Plan
Attachment **[K]**: Affected party approvals
Attachment **[L]**: Viticultural assessment – Gary Crabbe
Attachment **[M]**: RM081250 – Frost fans consent
Attachment **[N]**: ODP objectives and policies assessment
Attachment **[O]**: Geotechnical report – Geosolve Ltd



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **9724**
Land Registration District **Otago**
Date Issued 09 August 2002

Prior References
OT19A/1179 OT19A/245

Estate Fee Simple
Area 4.8416 hectares more or less
Legal Description Lot 25 Deposited Plan 302492 and Lot 5
Deposited Plan 27121

Registered Owners
Pringle Trustee (2016) Limited

Interests

Subject to Part IV A Conservation Act 1987 (affects lot 5 DP 302492)
Subject to Section 11 Crown Minerals Act 1991 (affects lot 5 DP 27121)
Subject to Section 8 Mining Act 1971 (affects lot 25 DP 302492)
Subject to Section 5 Coal Mines Act 1979 (affects lot 25 DP 302492)
Subject to a right of way over parts lot 5 DP 27121 marked K,N,DD DP 27121 specified in Easement Certificate 964650.4 - 25.3.1999 at 12:16 pm
Appurtenant to lot 5 DP 27121 is a right of way specified in Easement Certificate 964650.4 - 25.3.1999 at 12:16 pm
The easements specified in Easement Certificate 964650.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey electricity in gross over parts lot 5 DP 27121 marked q-u,t-u DP 27121 and a right to operate a transformer in gross over parts lot 5 DP 27121 marked q-u,t-u DP 27121 to Dunedin Electricity Limited created by Transfer 964650.5 - 25.3.1999 at 12:16 pm
The easements created by Transfer 964650.5 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey power,water & telecommunications and drain foul sewage in gross over parts lot 5 DP 27121 marked q-u,t-u DP 27121 to Station Services Limited created by Transfer 964650.6 - 25.3.1999 at 12:16 pm
The easements created by Transfer 964650.6 are subject to Section 243 (a) Resource Management Act 1991
Appurtenant to lot 5 DP 27121 are rights of way created by Transfer 964650.8 - 25.3.1999 at 12:16 pm
The easements created by Transfer 964650.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way over part lot 5 DP 27121 marked K DP 302942 created by Transfer 964650.9 - 25.3.1999 at 12:16 pm
Appurtenant to lot 25 DP 302492 are rights of way created by Transfer 964650.9 - 25.3.1999 at 12:16 pm
The easements created by Transfer 964650.9 are subject to Section 243 (a) Resource Management Act 1991
965322.1 Encumbrance of lot 5 DP 27121 to Station Services Limited - 8.4.1999 at 2.50 pm

965662.1 Gazette Notice declaring that part State Highway No.6 (Nevis Bluff to Kawarau River) to be a limited access road - 14.4.1999 at 11.45 am (affects lot 5 DP 27121)

980551.1 Notice under Section 91 Transit New Zealand Act 1989 - 21.12.1999 at 3.40 pm (affects lot 5 DP 27121)

Land Covenant in Transfer 986114.1 - 3.4.2000 at 2:43 pm

5310472.3 Encumbrance of lot 25 DP 302492 to Station Services Limited - 9.8.2002 at 11:43 am

Land Covenant in Transfer 5310472.4 - 9.8.2002 at 11:43 am (affects lot 25 DP 302492)

Subject to Section 241(2) and Section 242(1) Resource Management Act 1991(affects DP 302492)

Subject to a right of way over part lot 5 DP 27121 marked J DP 302492 created by Transfer 5310472.9 - 9.8.2002 at 11:43 am

The easement created by Transfer 5310472.9 is subject to Section 243 (a) Resource Management Act 1991

Appurtenant to lot 5 DP 27121 is a right of way created by Transfer 5310472.10 - 9.8.2002 at 11:43 am

The easement created by Transfer 5310472.10 is subject to Section 243 (a) Resource Management Act 1991

Appurtenant to lot 25 DP 302492 is a right of way specified in Easement Certificate 5310472.11 - 9.8.2002 at 11:43 am

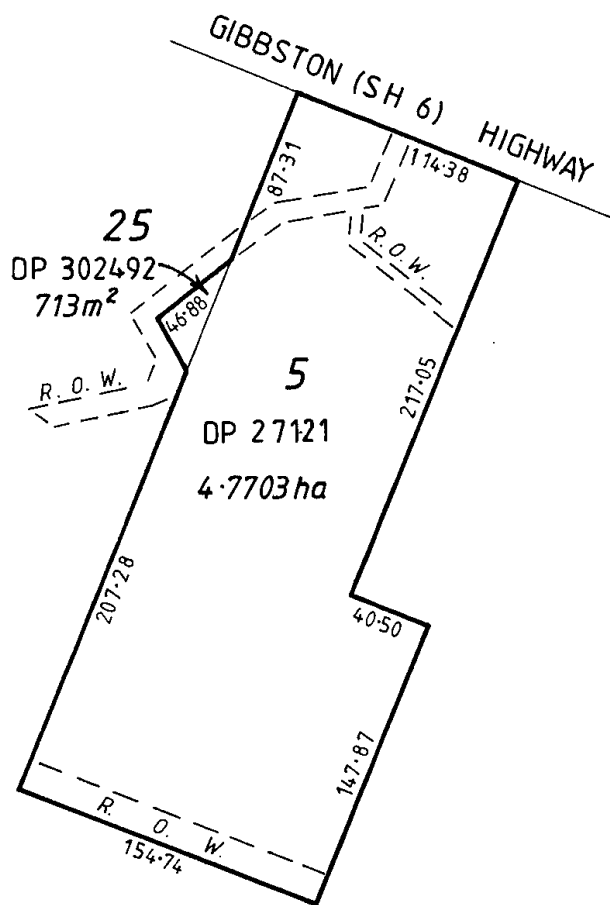
The easement specified in Easement Certificate 5310472.11 is subject to Section 243 (a) Resource Management Act 1991

11003685.3 Mortgage to ANZ Bank New Zealand Limited - 1.2.2018 at 10:34 am

TITLE DIAGRAM DIAGRAM
CPV-01/01.PGS-001.20/08/02.07:55



DocID: 110366419



TOTAL AREA: 4.8416 ha

T 986114.1 TRANSFER
CPY-81/81.PGS-089.19/08/02.16:13



DocID: 110366393

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

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*

19A	244	All	Continued on Page 4 Annexure Schedule
19A	245	All	
19A	246	All	

Transferor Surnames must be underlined

WENTWORTH ESTATES LIMITED

Transferee Surnames must be underlined

WENTWORTH ESTATES LIMITED

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

Fee simple and Leasehold under Sub-Leases 965323.8, 965323.10, 965323.12, 965323.16, 965323.20, 965323.18

Continued on Page 1 Annexure Schedule

Consideration

\$1.00

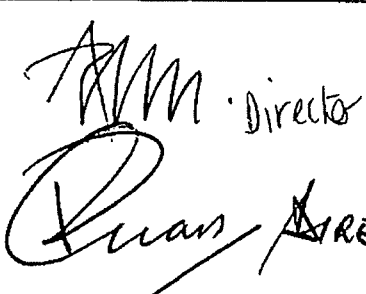
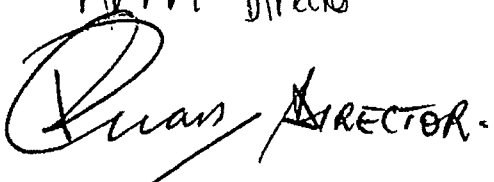
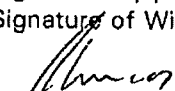
Operative Clause

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 17th day of February 2000 19

Attestation

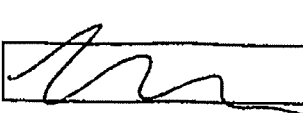
Continued on Page 4 Annexure Schedule

 Director  DIRECTOR	Signed in my presence by the Transferor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Nicholas C. G. Lucas Occupation Student Address Dunedin

Signature or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.



Solicitor for the Transferee

Annexure Schedule

Insert below:-

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

Transfer

dated

17-02-00

page

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of

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pages

Continuation of "Estate or Interest to be created"

BACKGROUND


A It is the Transferor's intention that the land described in the First Schedule shall be subject to a general scheme applicable to and for the benefit of all the land described in the First Schedule and that the owner or occupier of the Land Hereby Transferred shall be bound by the stipulations and restrictions set out in the Third Schedule and that the respective owners and occupiers for the time being of any of the land described in the First Schedule and any of them may be able to enforce the observance of the stipulations and restrictions by the owners or occupiers for the time being of the land described in the First Schedule in equity or otherwise; and

B By agreement in writing the Transferor agreed to sell the Land Hereby Transferred to the Transferee and the Transferee agreed to purchase the same and enter into the covenants on the part of the Transferee contained in this Memorandum of Transfer.

NOW THIS MEMORANDUM OF TRANSFER WITNESSES:-

1. In consideration of the amount of consideration shown on page 1 of this Memorandum of Transfer paid by the Transferee to the Transferor (the receipt of which is hereby acknowledged) the Transferor transfers to the Transferee all the Transferor's estate and interest in the land firstly described on page 1 of this Memorandum of Transfer (the Land Hereby Transferred)
2. The Transferee, so as to bind the Land Hereby Transferred and for the benefit of all the land described in the First Schedule, covenants and agrees with the Transferor for the benefit of the land described in the Second Schedule not transferred by the Transferor prior to this deed and also separately with the registered proprietors and occupiers of and for the benefit of the land described in the Second Schedule and previously transferred to such proprietors by the Transferor jointly and each of them severally that the Transferee will at all times observe and perform all the stipulations and restrictions contained in the Third Schedule to the intent that each of the stipulations and restrictions shall enure for the benefit of all and each part of the land described in the Second Schedule.
3. As regards the stipulations and restrictions the Transferee shall be liable only in respect of those which occur while the Transferee is the registered proprietor of the Land Hereby Transferred or any part of it in respect of which any breach occurs.
4. The Transferor covenants with the Transferee that the Transferor will at all times do all things necessary to ensure compliance with this deed and that the land described in the First Schedule shall be subject to a general scheme applicable to and for the benefit of the land described in the First Schedule. In particular, and without derogating from the generality of the covenant, the Transferor will obtain from each of the Transferees of any of the land contained in the Second Schedule the like covenants as are contained in this deed on the part of the Transferee.
5. The Transferee covenants that the Transferee will at all times keep indemnified the Transferor from proceedings, costs, claims, demands in respect of breaches by the Transferee of the covenants and restrictions.

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.

 9 4

Annexure Schedule

Insert below:-

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

Transfer

dated

17-01-00

page

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of

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pages

FIRST SCHEDULE

Fee Simple (Otago Registry)

- (a) All the land in Certificates of Title 19A/241-251 (inclusive) (all DP 27121); and
- (b) All the land in Certificate of Title 19A/1179 (Lot 1 DP 27586)

SECOND SCHEDULE

All that land described in the First Schedule except the Land Hereby Transferred

THIRD SCHEDULE

Covenants by the Transferee.

The proprietor of the Land Hereby Transferred ("the Proprietor") shall, subject to clause 12 below:-

1. Not use or permit to be used any Dwelling Platform (which expression shall include, if applicable, in respect of the land in Certificate of Title 19A/1179 the four permitted places for erection of dwellings) on the Land Hereby Transferred for any purpose other than for residential use and will not allow the balance of the Land Hereby Transferred to be used for any purpose other than for a vineyard without the prior written consent of the Transferor and in no case shall the land above described be used for any purpose not permitted under the relevant local body planning requirements.
2. Not erect or place upon the Land Hereby Transferred any building other than a private dwelling house together with usual garage and outbuildings in accordance with the covenants contained in this Memorandum of Transfer.
3. Not erect or alter or change the colour of any building, sign, gate or fence on the Land Hereby Transferred without the Transferor having first approved the plans, specifications and site plans for the same which meet (a) the approval; and (b) the design standards of the registered proprietor of Lot 20 on the said deposited plan while that registered proprietor is Wentworth Estates Limited, and thereafter by such company as shall own or have an interest in utilities provided for the benefit of all the land described in the First Schedule, who shall act by a committee, "the Design Committee", whose standards may be more restrictive than those of the land use consent. No approval shall be given in respect of any proposed plan or specification which on completion, or at any time after completion, may detract from the general standard of housing development on the Transferor's subdivision of the land in the First Schedule, and for this purpose the Proprietor shall consult with the Design Committee before commissioning any plans or specifications for any building or structure to be erected or altered upon the Land Hereby Transferred and obtain the Design Committee's approval of the same. The Design Committee's approval shall be required as to :-
 - (a) The proposed plans and specifications of the building or structure (such approval not to be unreasonably or arbitrarily withheld or delayed in respect of any structure which complies with the published design standards of the Design Committee).
 - (b) The materials, finishes and exterior colours and combinations of the same to be used in the construction and decoration of the building or structure (such approval not to be unreasonably or arbitrarily withheld or delayed in respect of materials finishes and exterior colours which are permitted and are to be used or applied in the manner envisaged by the design standards of the Design Committee, and where no materials prohibited by the Committee are proposed).
 - (c) The style and standard of the proposed building or structure (such approval not to be unreasonably or arbitrarily withheld in respect of any structure which is not inconsistent with the style and standard of similar buildings or structures within the land in the First Schedule).
 - (d) The content, style, colours and standard of any proposed sign (approval for which shall not be granted in respect of any business or business-related sign).

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.

 9 A

Annexure Schedule

Insert below:-

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

Transfer

dated

17-02-00

page

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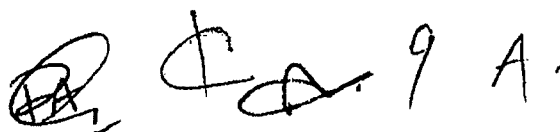
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4. Not plant or allow to be planted on the land any plant above the height of seven metres nor any plant likely to grow above that height and shall not plant any Pinus Contorta, Pinus Radiata, Pinus Silvesteri, Pinus Nigra, Douglas Fir, Larch, Crack Willow, Sycamore or Silver Poplar or any plant inimical to the growing of high quality grapes in the vicinity or any other exotic plant likely or having the potential to spread as wildings in areas within or outside the land in the First Schedule or any noxious plant.
5. Not erect or permit or suffer to be erected or placed on the Land Hereby Transferred any caravan, hut, sleepout, or shed of any kind, either permanent or temporary (other than workers' sheds during construction only, which shall be removed on practical completion of the work).
6. Not construct or call upon the Transferor to pay for or contribute to the expense of construction or maintenance of any fence or hedge between the Land Hereby Transferred and any contiguous land described in the Second Schedule and this covenant shall enure for the benefit of any subsequent purchaser or proprietor of the contiguous land for so long as any part of the land in the First Schedule is used for the purposes of a vineyard.
7. Keep and maintain the Land Hereby Transferred and all improvements (including all fences) in a well maintained and attractive condition and shall not permit the accumulation thereon of any materials of any description or of any rubbish, or the storage or placement of any vehicle not in current use, plant or equipment, container, tank, building or landscaping material, or in any other way permit the appearance of the Land Hereby Transferred to detract from the general appearance or adversely affect the value or marketability of the land described in the Second Schedule.
8. Not bring on to or suffer to remain on the Land Hereby Transferred any sheep, cattle, goat, pig, donkey, rooster, rabbit or hare or dangerous pet or noxious animal and shall not allow any animal, bird or pet to cause a nuisance to the Transferor.
9. Not play or have in use on or about the Land Hereby Transferred any musical instrument, stereo, radio, television speaker or amplifier, at any time of the day or night in such manner as to disturb, irritate or annoy the Transferor and shall immediately cease to operate the same between the hours of 12.00 am and 7.00 am if requested to do so by the Transferor.
10. Not operate or partly operate any business, whether commercial or contracting or other business, from any part of the Land Hereby Transferred and not garage store or keep on the Land Hereby Transferred any plant or equipment other than as required for residential use, and not erect any business or business-related sign on or about the Land Hereby Transferred. Nothing in this clause shall prevent quiet business activities being conducted from a dwelling with a maximum of one non-resident employee per dwelling at any time, or the use of land for vineyard.
11. Keep and maintain any carparks, pavings, and other sealed or surfaced areas on any Dwelling Platform in good order and repair and keep all grounds, yards, and surfaced areas in a tidy condition and maintain the Dwelling Platform in a tidy and cared for condition, keep all grassed areas regularly cut and all areas planted or with vegetation regularly maintained.
12. The proprietor of the land in Certificate of Title 19A/251 shall not be bound by clauses 1, 2, 3, and 10 of this Third Schedule, with respect to the land in that title.

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.

 9 A.

Annexure Schedule

Insert below:-

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

Transfer

dated

17.02.00

page

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of

4

pages

Continuation of "Certificate of Title No"Certificate of Title No All or Part

19A	248	All
19A	249	All
19A	250	All
19A	251	All

Continuation of "Attestation"

Signed by the Transferee

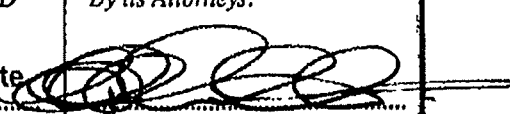

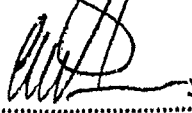
..... Director

..... Director

Bank of New Zealand as Mortgagee under Mortgage No 954498.4 hereby consents to the within Transfer but without prejudice to its rights remedies and powers under the said Mortgage

Dated this 17 day of FEBRUARY 2000

Signed by Bank of New Zealand by its Attorneys

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND By its Attorneys:
Jeremy Hastings White	
Kendall James Taylor	
In the presence of: Christopher John Le Prou Witness:	
Occupation: Bank Officer	
Address: Wellington	

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.



40000033



Bank of New Zealand

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

We, Jeremy Hastings White of Wellington and
Kendall James Taylor of Wellington, New Zealand,

Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (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 Land Transfer Offices at:

Auckland	as No.	C622693.1F	Blenheim	as No.	174983
Christchurch	as No.	A124795.1	Dunedin	as No.	859913
Gisborne	as No.	G198246.1	Hamilton	as No.	B214884
Hokitika	as No.	098538	Invercargill	as No.	221983.1
Napier	as No.	609666.1	Nelson	as No.	339830.1
New Plymouth	as No.	412259	Wellington	as No.	B363693.1
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


Signature

this 17 day of FEBRUARY 2000

Jeremy Hastings White

Name

SIGNED at Wellington


Signature

this 17 day of FEBRUARY 2000

Kendall James Taylor

Name

40000336

Annexure Schedule

TRANSFER


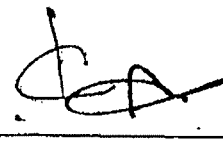
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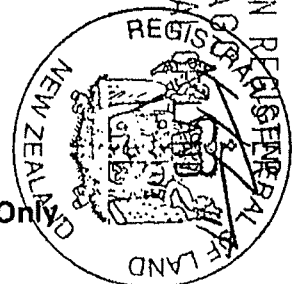
  9A.

TRANSFER

Land Transfer Act 1952

2.43 03.APR00 986114

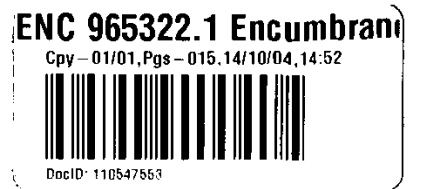
PARTICULARS ENTERED IN REGISTRAR-GENERAL
LAND REGISTRY OTAGO
FOR REGISTRAR - GENERAL



RECALL FILE LABEL



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Memorandum of Encumbrance

This page does not form part of the Memorandum of Encumbrance

MEMORANDUM OF ENCUMBRANCE

Memorandum of encumbrance for securing a sum of money

Wentworth Estates Limited, being registered as proprietor of the estates in fee simple in those pieces of land situated in the Land District of Otago, being all the land in Certificates of Title 19A/241, 19A/242, 19A/243, 19A/244, 19A/245, 19A/246, 19A/247, 19A/248, 19A/249, 19A/250, 19A/251 and desiring to render the said lands available for the purpose of securing to and for the benefit of Station Services Limited the rent charges specified below ("the rent charges") doth hereby, for itself the registered proprietor and its executors, administrators successors in title and assigns encumber the said lands for the benefit of Station Services Limited with the rent charges now specified which are to be raised and paid at the times and in the manner following:-

The rent charges shall in respect of each Owner's Property (as defined in the annexed Deed of Covenant) be the sums of all amounts of that Owner's Share of the Annual Service Charge pursuant to instalments levied or liable in future to be levied pursuant to a Deed of Covenant between the Encumbrancee and the Encumbrancer annexed hereto which are unpaid (whether or not the same have then yet been levied and whether or not any date by which payment is required shall have elapsed), any other amounts or parts of that Owner's Share of the Annual Service Charge in respect of that Owner's Property (as in the deed defined and calculated in accordance with the provisions of the said deed) which by operation of law (whether pursuant to the Insolvency Act 1967, the Companies Act 1993 or otherwise) are not able to be charged to or are irrecoverable by ordinary action from the Encumbrancer or registered proprietor of the said land, and ten cents per annum (which shall be due and payable on each anniversary of the date of this Memorandum of Encumbrance).

The amount of each rent charge shall be due and payable immediately upon the respective dates that that Owner's Shares of the Annual Service Charges are levied (or would be levied) in the case of amounts calculated by reference to such levies.

Any payment made by or on account of the Encumbrancer for that Encumbrancer's Owner's Share of any Annual Service Charges shall correspondingly reduce the amount of rent charge calculated as due by virtue of such amount previously being unpaid.

And, subject as aforesaid, the said Station Services Limited shall be entitled to all powers and remedies given to an Encumbrancee by the Land Transfer Act 1952.

This Memorandum of Encumbrance has been executed this 30th day of March 1999.

Signed under the name of Wentworth Estates Limited as Encumbrancer in the presence of

Director "Adam Peren"

Director "Paul Glass"

Witness

Witness name LOUISE MARIE HARRIS

Witness occupation Land clerk

Witness address Dunedin.

THIS DEED OF COVENANT is made

BETWEEN WENTWORTH ESTATES LIMITED at Gibbston, Central Otago ("the Owner")
AND STATION SERVICES LIMITED at Gibbston, Central Otago ("the Utilities Company")
AND WENTWORTH ESTATES LIMITED at Gibbston, Central Otago ("the Covenantor")

BACKGROUND RECITALS AND REASONS FOR THIS DEED

- A. The Owner is the owner of the several parcels of land set out in the First Schedule (the "Properties"), which form the development known as Wentworth Estates (the "Development").
- B. The Owner, for the proper use and enjoyment of each of the Properties, requires services including the following:
- the adequate and continuous supply of potable water for household use for each Property.
 - the adequate supply and reticulation of irrigation water.
 - efficient systems and facilities for the disposal of sewage, the provision of electricity and telecommunications, and the provision of some lighting.
 - the upkeep and maintenance of rights of way and other easement facilities.
 - rubbish collection and security services.
- C. The Utilities Company owns the utility assets and holds rights and consents as specified in the Third Schedule.
- D. The Utilities Company has been formed with the object of providing services to the Properties, and carrying on such business principally for the benefit of the Development.
- E. The Utilities Company has agreed to provide the Services to each Property in the Development.
- F. The parties record that the Development is subject to a general scheme referred to in a memorandum of transfer containing restrictive and positive covenants applicable to and for the benefit of each and all of the Properties in the Development, and that the Owner is bound by the Owner's covenants in respect of each Property in the said general scheme and in this deed for the benefit of the Development and the respective owners and occupiers for the time being of the Properties within the Development and that any of the said owners and occupiers are able to enforce the performance of the said Owner's covenants in equity or otherwise; and
- G. The parties declare their intention that the general scheme be extended by this deed to include the Services. (The said general scheme as extended is defined in clause 1 of this deed and referred to as the "General Scheme.") The parties further declare their intention that the Owner will be bound in respect of each Property severally by the Owner's covenants in this deed for the benefit of the Development and the respective owners and occupiers for the time being of the Properties within the Development. The parties further declare their intention that as part of the General Scheme the Utilities Company shall be able to enforce against each Owner the performance of the said Owner's covenants in respect of each Property severally and any two or more owners together both under the said general scheme at law and in equity or otherwise as set out under "F" above and under the General Scheme as extended by this deed.
- H. The parties agree that the General Scheme may at the option of Wentworth Estates Limited be further extended by the addition of four properties situated on part section 18 Block V Kawarau SD.
- I. Each Owner has agreed in respect of each Owner's Property severally to pay the Owner's Share of the Annual Service Charge to the Utilities Company for the Services, such charge to be fixed in accordance with this deed.
- J. Each Owner has agreed in respect of each Owner's Property together to secure to the Utilities Company payments of the Annual Service Charge, and each instalment thereof by means of a Memorandum of Encumbrance in the form annexed registered against the title to each Owner's Property.
- K. The Covenantor has agreed to the covenants set out herein on behalf of the Covenantor.

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COVENANTS

The parties enter into this deed for the benefit of each of them and the Development and each of the parties hereby agrees and covenants with the others in consideration of the covenants and obligations of the others as follows:

1. Definitions

In this deed unless the context indicates otherwise:

"Annual Service Charge" has the meaning set out in clause 13 below

"Date of Commencement" means 19 January 1999

"Development" has the meaning set out in recital A on page 1 of this deed and includes all of the land described in the First Schedule, and, when that same shall become applicable, all the land referred to in clause 35 below.

"Dwelling Platform" means the dwelling platforms shown on the Deposited Plan referred to in the First Schedule and forming part of each Property

"easement area" means the area shown marked A on DP 26934 and all areas over which easements are shown on DP 27121

"easement facilities" means all services, facilities and improvements on, or which have been or are authorised to be laid, erected, formed or installed within, an easement area for the purpose of the easement.

"General Scheme" means and includes both the general scheme referred to in the transfer containing restrictive and positive covenants whereby the Properties are (or were) transferred from Wentworth Estates Limited to the original purchaser of the same, and the general scheme as set out in this deed and the services and payments and security therefor as provided for in this deed.

"Owner" means the Owner as described above and includes any executor, administrator receiver, receiver and manager, or liquidator or assignee/Trustee in bankruptcy of the Owner or any one of them; and any Successor Owner in title registered proprietor of any Property and the respective executor, administrator receiver, receiver and managers, liquidator or assignee/Trustee in bankruptcy of any such successor in title; and in all circumstances where there be at any time more than one Owner, shall mean and include all Owners severally and in all circumstances where there be at any time more than one Owner of any Property shall mean and include all Owners of that Property jointly and each of them severally; and any person or company who has agreed to become a registered proprietor of any Property.

"the Owner's Share" means the share to be borne by each Owner of the Annual Service Charge in accordance with clause 14 below.

"Property" means the land comprised in a separate Certificate of Title within the Development.

"right of way area" means Lot 22 and any right of way area shown on DP 27121.

"Services" means the services specified in the Third Schedule to be performed by the Utilities Company.

"Successor Owner" means Owners excluding however Wentworth Estates Limited and its receiver, receiver and manager, or liquidator.

"utility assets" means the assets and rights specified in the Second Schedule.

"utilities deed" means this deed or any other deed of like effect in respect of any Property in the Development.

"Year" means the year or part year ending 31 March during the term of this deed

References to lots within this deed are references to lots on Deposited Plan 27121.

2. Covenant as to Recitals

Subject to the covenants set out in this deed the parties acknowledge that the recitals and reasons for this deed are true and they agree for themselves and for their successors in title to each Property severally to be bound by the same.

Provision for Services, Incidental Rights of the Owner and the Utilities Company

3. Obligations of the Utilities Company

The Utilities Company shall provide and shall have the right to carry out the Services during the term of this deed which shall extend so long as the General Scheme shall subsist for the Development.

4. Provision and Ownership of Plant

The Utilities Company shall own and provide the utility assets for the purposes of this deed.

5. Covenant Obligations

If it shall appear to the Utilities Company in respect of any Property that the Owner shall be in breach of any of the covenants in the said Memorandum of Transfer forming part of the General Scheme, or of this deed, the Utilities Company: -

- (a) may notify the Owner that that is the case, and request that the Owner either authorise the Utilities Company to remedy the breach or alternatively otherwise remedy the breach; and
- (b) may then carry out such work as may be required in the opinion of the Utilities Company to remedy the breach if the same has not been remedied within 10 (ten) working days of such notice or such shorter period as shall be reasonable in the circumstances. In the case of a breach in the nature of a failure to carry out work required at regular intervals (such as for example the cutting of grass), the Utilities Company may continue to carry out such work until alternative arrangements are made by the Owner and such alternative arrangements are notified to the Utilities Company.

The Utilities Company shall be entitled to charge the Owner the reasonable cost of carrying out such work as an additional charge and shall take such steps as it shall consider reasonable to recover the same. The Utilities Company may engage such persons as it thinks fit to carry out all inspections and other work pursuant to this clause.

6. Compliance with Statutes and Regulations, Impartiality

The Utilities Company shall provide the Services: -

- (a) in a manner consistent with all statutes, regulations, by-laws, and the directions requisitions and requirements of any authority of competent jurisdiction; and
- (b) without limitation to the foregoing, in accordance with the requirements of and prescribed by all planning consents for the Development; and
- (c) in a manner consistent with the rights of all the Owners in the Development; and
- (d) in a manner that is impartial between Owners.

7. Compliance Standards

The Utilities Company shall ensure that, in addition to any standards otherwise specified, all the Services satisfy the following: -

- (a) the standards from time to time applied by the Queenstown Lakes District Council, Central Electric Limited and any such future customary providers of services to subdivisions; and
 - (b) the standards of the Services when provided at the outset of the Development; and
 - (c) a standard of services in keeping with those usually found or associated with a development of a similar quality and type to the Development; and
 - (d) the requirements or guidelines of any regulatory health body;
- and the Utilities Company shall be at liberty to raise the standard of any of the Services if it considers that to be in the best interests of the Development.

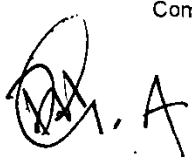
The Utilities Company shall ensure that all regulatory consents, permissions and licences held which are necessary to enable the Utilities Company to lawfully continue to provide the Services will be renewed as required.

8. Other Services

The Utilities Company may, in addition to the Services, provide other services to Owners and others on such terms as the Utilities Company may determine, provided that the provision of such other services to any person within or outside the Development shall not have the effect of increasing amounts payable in respect of any Property by any Owner.

9. Access and other Rights of the Utilities Company

Each Owner irrevocably authorises the Utilities Company and its employees, agents, consultants, contractors, and invitees at all times, by day and by night, with or without vehicles and equipment of any description, during the term of this deed for the purposes of the General Scheme to enter upon, cross and recross over the Property of the Owner in order to carry out the Services, and to exercise for and on behalf of the Owner, and at the option of the Utilities Company in the name of the Owner, any of those rights that the Owner has as an owner or occupier of the Owner's Property or as a grantee or invitee or dominant tenement pursuant to any easements, covenants, and/or other rights including rights conferred by this deed, provided always that the Utilities Company and all persons acting by its authority shall be required to carry identification and authorisation from the Utilities Company when exercising any such right.

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10. Joint Enforcement of Rights

Each Owner agrees that it will upon request of the Utilities Company become a party to any proceedings to enforce, ensure and protect the rights granted in relation to each Property by the Owner to the Utilities Company.

11. No Rights inconsistent with this Deed

No Owner shall grant any rights to any person that are inconsistent with this deed and the rights and authorities given to the Utilities Company hereby or which will have the effect of frustrating or rendering more expensive to the Utilities Company the carrying out of the Services. No Owner shall agree to any alteration or surrender of any easements, covenants and other rights related to the General Scheme except with the prior written consent of the Utilities Company. No Owner shall do or suffer to be done any act which impedes, interferes with or restricts the rights of the Utilities Company or of any other Owner.

12. Rules

The Utilities Company may make such rules as it considers reasonable for the proper operation of the Services and the benefit of all Owners. Subject to the acceptance of those rules by each Owner, or in default of acceptance, to the reasonableness of any rule in its terms and in its application, the same may be enforced against that Owner as if the same were part of this deed.

Payment for Services, Covenants by the Covenantor

13. Annual Service Charge

The Utilities Company shall each year fix a charge ("the Annual Service Charge"), which shall be a budget estimate made by the Utilities Company as to the likely costs on an annual basis of carrying out the Services, including but without limitation to the costs of operating the Utilities Company, the amount, if any, underbudgetted in the previous year's Annual Service Charge, the costs of administration, the costs of recovering any charges from Owners or contributors, the costs of financing services and other such indirect costs, and shall include any amounts reasonably required by the Utilities Company to establish, maintain, or add to any reserve to cover likely future expenditure or contingencies, or to recover past expenditure. The Utilities Company shall review the Annual Service Charge annually, and shall send to each Owner a copy of a budget summary following each such review.

The Utilities company shall monitor receipts and expenditure during the course of each year and if an adjustment in the Annual Service Charge shall be required for the then current year the Utilities Company shall be entitled to make such adjustment and such further levy or refund as may be required to give effect to the adjustment. The adjusted amount shall for all purposes be the Annual Service Charge for that year.

The Utilities Company shall report to the Owner at the end of each year with accounts showing receipts and expenditure, assets and liabilities.

14. Owner's Share of Annual Service Charge

The Utilities Company shall in respect of each Property determine each Owner's Share from time to time and may (but shall not be obliged to) determine that different shares (to be borne by Owners) shall be applicable in respect of different services. No Owner shall challenge any determination by the Utilities Company relating to that Owner's Share if made on a reasonable basis. Without limiting the types of determination that shall be reasonable, it is agreed that it shall be reasonable for the Utilities Company to determine shares payable by Owners based or partly based on:-

- (a) any metering system (whether services are directly metered or are approximated by metering - for example drainage approximated by metering of water supply); or
- (b) any division of charges so that all Owners or Owners in a particular part or parts of the Development bear those charges equally.

Notwithstanding the foregoing

- (c) The Utilities Company shall take reasonable steps to apportion costs equitably between Owners who have built a house on their Dwelling Platform (and are therefore connected to and using services) and owners who have not yet built a house on their Dwelling Platform and are not using services. For the purposes of this sub-clause an Owner who has begun construction of a house shall be deemed to be in residence and using services; and

- (d) in respect of each Property, until 31 March 2001 the Owner's Share of the Annual Service Charge in respect of each Property shall not exceed \$850.00 per annum.

Any interest which the Utilities Company shall charge pursuant to clause 15 below, and any additional charges due in respect of any Property in accordance with clause 18 and interest thereon at the rate set out in clause 15 shall for the purposes of the Memorandum of Encumbrance attached be deemed to be part of the Owner's Share of Annual Service Charge.



15. Liability for payment of the Owner's Share

The Utilities Company shall give each Owner notice of that Owner's Share in respect of the Owner's Property which shall be payable in four quarterly instalments on dates to be nominated by the Utilities Company. The Utilities Company shall be entitled to allow a discount of 10% on each instalment for prompt payment. The Utilities Company shall be entitled to charge interest at 18% per annum (or such lesser rate as it may fix) on any part of any Owner's Share, or any money otherwise charged to that Owner pursuant to clause 18 for each day any amount is unpaid after the due date.

16. Payment of Owner's Share of Annual Service Charge

Each Owner shall pay each instalment of that Owner's Share in respect of each Owner's Property within 7 (seven) days of due date of the instalment, and will, on request of the Utilities Company, make all such payments by automatic bank authority or direct debit authority. If no notice shall have been given to the Owner of a new Annual Service Charge, each Owner will pay as instalments, one quarter of that Owner's Share of the Annual Service Charge for the last year for which notice has been given, on the same quarterly instalment dates as that last year, and conditional upon such payments being made, the Owner shall not be liable for any interest on any short payment.

17. Interim Annual Service Charge for Lot 20

The share of the Annual Service Charge to be borne by the owner of Lot 20 shall also be fixed at \$850.00 per annum until 31 March 2001, but before and after that date shall be reviewed at such time or times as further development of Lot 20 occasions further connections with and further use of services.

18. Additional Charges

In addition to the Owner's Share, the Utilities Company may charge the Owner separately for any work or services which are additional to those specified in this deed, or which being requested by an Owner, are agreed to be carried out by the Utilities Company; or which are occasioned by further development of the Property; provided that the Utilities Company shall be required to be fair in apportioning costs where the benefit is spread between Owners.

19. Covenants by the Covenantor

The Covenantor hereby covenants with the Successor Owners:

- (a) For so long as the Covenantor continues to hold controlling shares in the Utilities Company
 - (i) that it will not alter or suffer to be altered the Constitution of the Utilities Company in a manner that will affect the terms of this provision;
 - (ii) that the share payable of any Annual Service Charge by the Covenantor shall be fixed only after reference to an independent consultant whose report shall be available to the Owner;
 - (iii) that the determination of the owner's share payable by the Covenantor shall, in the case of dispute by at least two Successor Owners, be determined by arbitration in accordance with this deed.
- (b) That the assets referred to in the Second Schedule will on acquisition be owned with clear and unencumbered title and that the Utilities Company will by 1 July 1999 own all such assets without any debts in respect of the acquisition of such assets and that the Constitution of the Utilities Company shall contain (inter alia) provision:
 - (i) that none of its shares (2800 shares) be sold or transferred without being first offered at one dollar each until 50 per cent (1400 shares) be owned equally by and between the 14 owners (100 shares each), and the other 50 per cent (1400 shares) be owned (in such parcels as are determined from time to time by the Covenantor) by the Covenantor or future owners of any part or parts of Lot 20, (with restrictions as to further alienation affecting all 2800 shares); and
 - (ii) that the power of the company to declare any dividend, or borrow or give security for the payment of money, (all of which shall require a special resolution of shareholders holding 75% of all shares) is suspended until 40% of all the shares are so transferred.
- (c) Nothing in this deed shall require the Covenantor to transfer or assign any shares in the Utilities Company.

Duration of Deed, Encumbrance, Sale Procedure

20. Term

- (a) The term of this deed shall be from the Date of Commencement to the date on which the Utilities Company shall cease to have any rights or obligations in respect to the Development when, subject to this clause, the obligations of the Owner shall cease.
- (b) A former Owner shall have no obligation in respect of that Owner's Share of the Annual Service Charge in respect of any Property formerly owned by the former Owner, nor in respect of any other charges incurred or levied after completion of the procedure of clause 22 below and Land Title Office registration of a change of ownership and after notice thereof to the Utilities Company has occurred.
- (c) Former Owners shall remain liable for all charges until such registration and until notice of change of ownership is received by the Utilities Company.
- (d) Nothing in this clause shall reduce the amount charged against any Property by clause 14 or clause 20 hereof.

21. Memorandum of Encumbrance

The Owner shall grant to the Utilities Company a Memorandum of Encumbrance in the form annexed over each Property to secure to the Utilities Company payment of the Annual Service Charge, and the Memorandum shall be registered as a first charge against each Property. The Encumbrancee shall not be obliged to yield priority to the mortgagee or other charge holder.

22. Procedure on Sale of Property

An Owner as a condition of any sale or transfer of any Property or part thereof shall:

- (a) require the intending purchaser or transferee (herein called "the purchaser") to enter into, if required by the Utilities Company, a new utilities deed in the form then currently used by the Utilities Company; and
- (b) sell or transfer the Property or part thereof subject always to the memorandum of encumbrance (or such other security as may then be required by the Utilities Company) over that Property to secure the obligations to make payments pursuant to this deed or the new utilities deed; and
- (c) pay prior to or at the time of sale all amounts owing to the Utilities Company pursuant to this Deed

Until, in relation to a Property, such a new utilities deed has been entered into and such security requirements as shall be acceptable to the Utilities Company have been satisfied this deed shall continue to bind the Owner, or as the case may require, the Owner's successor, the then existing registered proprietor of the Property, who shall continue to be liable for payments hereunder whether or not such payments have been occasioned by services for the benefit of the then existing registered proprietor or the purchaser.

Only upon the completion of the requirements of this clause 22 to the satisfaction of the Utilities Company shall the Owner, or as the case may require, the Owner's successor, the then existing or previous registered proprietor or proprietors of that Property, be discharged from liabilities and obligations of the Owner pursuant to this Deed.

23. The Owner shall pay the Utility Company's costs of and incidental to any transfer of any Property including the costs of a new deed and requisite securities being negotiated, drafted, executed, and where applicable registered, and shall pay the Utilities Company's reasonable legal costs.

General

24. Arbitration

In any case where any dispute or question arises concerning the construction or interpretation of this deed or the rights, duties or liabilities of any party or where a matter or question is specified in this deed as referable to arbitration then such dispute, matter or question shall be determined by reference to arbitration. Any party may refer a dispute for determination by arbitration.

- (a) The reference to arbitration shall in the first instance include a request for conciliation by a conciliator who is acceptable to both parties. The conciliator shall discuss the matter with the parties and endeavour to resolve it by their agreement.
- (b) All discussions and conciliation shall be without prejudice and shall not be referred to in any later proceedings, except as to costs on the award of any arbitral tribunal. Failing agreement the conciliator may, by written decision, determine the matter.
- (c) The conciliator's determination shall be binding on both parties, unless within ten (10) working days either party notifies the other in writing that it rejects the conciliator's determination. The parties shall each bear their own costs in respect of the conciliation and each party shall pay half the costs of the conciliator.
- (d) If the parties have been unable within ten (10) working days to agree upon a conciliator or no agreement has been reached and no determination issued by the conciliator or either party rejects the conciliator's determination then the matter shall be referred to arbitration as detailed below.
- (e) Every reference to arbitration hereunder shall be deemed to be a reference to the arbitration of a single arbitrator to be appointed by the president for the time being of the Otago District Law Society or his or her nominee.
- (f) Unless otherwise agreed by the parties in writing the arbitrator shall act as an expert and the proceedings shall otherwise be conducted subject to the Arbitration Act 1996.
- (g) The award of the arbitrator shall be final and binding on the parties. Upon every reference, the costs of and incidental to the reference and award shall be at the discretion of the arbitrator who may determine the amount thereof or the basis upon which the same shall be ascertained.
- (h) Performance by each party of its respective obligations hereunder shall continue during conciliation and arbitration proceedings.

(i) Unless ordered by the arbitrator no payments due or payable by either party to the other shall be withheld on account of the reference or pending reference to arbitration.

(j) Where any question or matter is specifically left to be decided by one or more of the parties pursuant to any provision in this deed, and is referred to arbitration in default of agreement of the parties or upon the dissatisfaction of one or more of the parties, then the conciliator or arbitrator acting shall determine such matter or question in a manner considered by him or her to achieve the most practicable and fair result according to the spirit and intent of this deed.

25. Force Majeure

Neither party, and no director of the Utilities Company, shall be accountable to the other party or to any person in respect of any event matter or thing beyond the direct control of the party or person against whom loss or fault or negligence or contributory negligence is alleged.

26. Indemnity

Subject to clauses 13 to 23 inclusive and payments and liabilities therein referred to, which are all excluded from indemnity, the Utilities Company hereby covenants to indemnify and save harmless the Owner from all costs suits actions and claims of any sort that may be brought against the Owner by any third party arising out of or incidental to the Services provided by the Utilities Company

27. Recovery of Cost of Damage

Where any service is required or required to be restored as a result of damage caused by an Owner and/or any other person, then the Utilities Company may, where the Utilities Company considers it cost-effective to do so, recover from the Owner and/or that other person the costs of performing that service or restoration. The Owner, if in default, shall pay the Utilities Company's costs (including reasonable legal costs) of and incidental to the enforcement of the Utilities Company's rights pursuant to this deed in respect of that default.

28. No right of Cancellation

Cancellation of this deed shall not be an available remedy for any misrepresentation, repudiation, breach or anticipated breach.

29. Partial invalidity

In the event that any provision of this deed shall be held to be illegal or unenforceable by any Court or any administrative body, the unenforceability of any provision shall not affect the other provisions hereof, which shall remain in force.

30. Waiver not to affect rights

The failure of any party at any time properly to enforce any of the provisions of this deed or to exercise any rights herein granted shall not be construed as a waiver thereof or affect such parties rights thereafter to enforce any or all of the provisions hereof.

31. Governing Law

The laws of New Zealand shall govern the validity, interpretation, construction and performance of this deed and no proceedings arising out of this Deed shall be brought in any court outside New Zealand.

32. Notices

(a) Any notice or other document required to be given or served under this deed may (in addition to any other method permitted by law) in the case of the Utilities Company be given or served by registered post or by delivery to the Utilities Company at the Utilities Company's last known place of abode or business; and in the case of an Owner be given or served by registered post or by delivery to the Owner's principal place of business or such address as may be notified to the Utilities Company from time to time.

(b) Any notice or other document shall be deemed to have been served on the other party one business day after the date of posting or delivery.

(c) In the case of any notice or document required to be served or given the same may be signed on behalf of the giver by any authorised officer or by its solicitors.

33. Goods and Services Tax

All payments sums and calculations of consideration pursuant to this deed shall be "plus GST, if any".

34. Interpretation

In this deed headings are for guidance only and are not intended to affect meaning or interpretation.

35. Further Development

Notwithstanding anything herein contained or implied, the parties agree that the General Scheme may at the option of Wentworth Estates Limited be extended to include 16 hectares more or less part section 18 Bl V Kawarau SD part Certificate of Title 9B/1479, to be subdivided in terms of the Resource Consent granted by the Environment Court in the same proceedings as for the subdivision of land in DP 27121. In this event all the terms hereof shall, upon execution of documentation with the necessary changes (but otherwise in the same form as this Deed) be applicable to the General Scheme including the additional land.

With intention to be legally binding as a deed this document is executed this "30th" day of March 1999

By WENTWORTH ESTATES LIMITED
As Owner in the presence of:
Director "Adam Peren"



Director "Paul Glass"



By the Utilities Company
STATION SERVICES LIMITED
in the presence of:
Director "Adam Peren"



Director "Paul Glass"



By WENTWORTH ESTATES LIMITED
as Covenantor
in the presence of:
Director "Adam Peren"



Director "Paul Glass"



FIRST SCHEDULE - THE PROPERTIES

Registry: Otago Estate: Fee simple

LOT 1 DP 27121	4.4273 hectares	19A/241
LOT 2 DP 27121	4.0343 hectares	19A/242
LOT 3 DP 27121	4.2244 hectares	19A/243
LOT 4 DP 27121	4.9842 hectares	19A/244
LOT 5 DP 27121	4.7703 hectares	19A/245
LOT 10&19&1/6IN22 DP	3.7002 hectares	19A/246
LOT 11&18&1/6IN22 DP	4.3044 hectares	19A/247
LOT 12&17&1/6IN22 DP	4.4125 hectares	19A/248
LOT 13&16&1/6IN22 DP	5.0198 hectares	19A/249
LOT 14&15&1/6IN22 DP	5.6631 hectares	19A/250
LOT 20, 21, &23&1/6IN22 DP	11.1973 hectares	19A/251

SECOND SCHEDULE - UTILITY ASSETS, RIGHTS AND CONSENTS

Resource consents

Water permit 96545 from Otago Regional Council dated 18 March 1997 to take up to 561,000 litres per day to a maximum rate of 10 litres per second (not exceeding 4557 cubic metres per week, or 19530 cubic metres per month) from a bore for irrigation, winery and restaurant/bar/café, and domestic supply purposes for a term expiring on 28 February 2012, and subject to the conditions of the grant.

Discharge permit 96543 from Otago Regional Council dated 18 March 1997 to discharge treated effluent from domestic, commercial, and industrial sources up to a maximum of 40,000 litres per day to subsurface disposal for a term expiring 28 February 2007 and subject to the conditions of the grant.

Transit New Zealand

Highway Crossing Right granted by Transit New Zealand (C/- Opus International, P O Box 273 Alexandra) to lay services under state highway number 6 at route position RP956/17.30 to 17.34 in the position and to the levels approved by the Regional State Highway Manager at Transit New Zealand and approximately as marked on a plan attached to the grant numbered 98/17. Such services comprising power cable (in ducting), Telecom cable (in ducting), 150 millimetre diameter uPVC Sewer, 100 millimetre diameter Water Pipe, 100 millimetre diameter Irrigation Pipe, and 180 millimetre diameter Rising Main. **Fenceline Agreement** Right of occupation of area of Transit New Zealand land on either side of visible state highway boundary to boundary of the land in Deposited Plan 27121

Rights shown on Deposited Plan 27121

Right of way over that part of the land marked DD and BB.

Right to convey water, telecommunications, and drain foul sewage over that part of the land marked Q EE II S DD f-g g-h i-j v-w w-x x-y ee-d.

Right to drain foul sewage over that part of the land marked Z and AA in DO 27121.

Right to convey power, water, telecom, and drain foul sewage over that part of the land marked BB P R a-b b-c cc-ee c-ee d-e g-k l-m m-ff ff-n n-o m-dd dd-n r-q s-t q-u t-u z-aa aa-bb.

Right to dispose treated sewage at that part of the land marked CC.

Right of way over that part of the land marked L on DP 27121.

Other Easements

Permission to convey water and power over Crown land (as presently installed with consent) adjoining the Kawarau River, to be formalised pursuant to section 60 Land Act 1948; and permission, to be formalised by grant, to store water in tanks to the south of the property as constructed and to convey water to and from the tanks over part CT 18C/728 (the easement area defined in Deposited Plan 26934).

Engineering Works

Water Supply Grundfos Borehole pump with full capacity to extent of water right entitlement as per resource consent and backup bore and pump controller complete with cabinet, connected with 150 metres (150mm diameter) steel pipe and valves including surge anticipating valve, ball valve and high pressure mPVC (150mm diameter) pipe to 8 polyethylene 25,000 litre storage tanks interconnected by mPVC (100 mm diameter) pipe, and 4 fire hydrants complete with hydrant tees and risers. **Sewerage** 10 house connections for Stage One led in 100mm diameter and as required 150mm diameter sewer pipe, with 18 inspection points, to septic tanks of capacity specified by engineers to be effective with actual anticipated usage, thereafter piped to disposal field.

Power Supply 12 property connections for Stage One each of 240v cabling underground. **Telecom** 11 property connections for Stage One in underground cabling. **Roading** A formed carriageway of minimum 4.5 metre width to each property, packed and graded for run off of stormwater, and metalled.

Handwritten signature and the letter 'A'.

THIRD SCHEDULE - SERVICES

1 Domestic and Irrigation Water

The Utilities Company shall: -

- (a) provide a domestic water supply to every Dwelling Platform satisfying the Drinking Water Standards specified in the Code of Practice for Urban Land Subdivision NZS 4404/1981 and the terms of Condition 1 of Resource Consent to subdivision contained in the judgement of the Environment Court C75/98.
- (b) provide water for the purposes of operating a vineyard in the Development; and
- (c) provide water for purposes of fire fighting and access to information about water stored on easement areas in the Development for fire fighting purposes; and
- (d) provide an irrigation water supply utilising the equipment and systems of the Development and easement rights appurtenant to the Development and (where applicable) connecting to the water reticulation provided by owners in their respective vineyard developments; and
- (e) in the event that in the opinion of the directors of the Utilities Company any current water supply sources shall be or are anticipated to become insufficient to supply water to the Development (whether as to quality or as to quantity or both), use its best endeavors to procure and secure such alternative or additional supply as shall be considered by the Utilities Company to be necessary; and
- (f) regulate the use of water by the Owner and other Owners with deeds of covenant. Regulation of water for the purposes of this deed shall include the prevention of any nuisance to any owner caused by the misuse of water by any Owner, and the rationing of the amount of water that may be used by each Owner for particular purposes from time to time, and the regulation of the use of any common facilities. If water is rationed by the Utilities Company it will be done in such a manner that each Owner has sufficient daily entitlement as to domestic supply and so that each owner has a daily entitlement for vineyard purposes based on the area of that Owner's Property planted in vines; and
- (g) act on behalf of the Owner and such other Owners with deeds of covenant in dealing with any other parties that may have an interest in the water supply or any facilities used in common with the Owner and such other Owners; and
- (h) not supply water from the sources specified in the Second Schedule or such other sources as may be procured pursuant to paragraph (e) above to any property apart from those within the Development except where in the reasonable opinion of the Utilities Company there is capacity in excess of the requirements of the Development; and
- (i) at all times have, keep in good repair and working order, and operate water storage tanks and systems whereby at least 100,000 litres of water to be used exclusively for domestic supply for the owners may be held and stored therein, and whereby all water supplied by the Utilities Company for domestic purposes to the Owners goes directly to the Owner's Dwelling Platform; and whereby 2000 litres per day minimum domestic water supply shall be made available to the Owner's residence.

2. Operation of Utility Facilities and Systems

The Utilities Company shall keep the Utility Assets including the following utility facilities and systems operational and where necessary shall actively operate (and in compliance with local authority and regulatory requirements):-

- (a) foul sewage and storm water drainage systems from the boundary of the Dwelling Platform to the point of discharge on Lot 21 including any treatment or disposal facilities currently in place or subsequently required; and
- (b) a lighting system identifying right of way areas in the Development where required; and
- (c) an electricity supply service to the boundary of the Dwelling Platform; and
- (d) the provision of telecommunications to the boundary of the Development; and
- (e) any and all other Utility Assets provided pursuant to this deed.

3. Upkeep of Rights of Way and Easement Facilities

The Utilities Company shall keep in clean order, repair, maintain in good order, and, whenever in the opinion of the directors of the Utilities Company it is necessary or desirable for the Development or any of the Properties to do so renew, replace or upgrade rights of way and easement facilities within easement areas on or that are appurtenant to the Development.

4. Rights of Way – Some Specifications

Without limitation to the generality of the above paragraph, the Utilities Company shall provide the following services for right of way areas: -

- (a) cutting and maintenance of any grassed areas; and
- (b) keeping any vegetation on or overhanging on to any right of way area trimmed and pruned; and
- (c) any gardening and maintenance work required in the opinion of the Utilities Company; and
- (d) maintenance of road and footpath areas in a clean and tidy condition and in good repair.

5. Security Provisions

(a) The Utilities Company shall:-

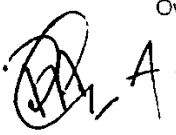
- i) employ a security consultant to recommend security measures appropriate for the Development and the Properties; and
- ii) implement such recommended security measures as it considers necessary and desirable for the Development and the Properties or which are requested by a majority of owners; and
- iii) advise the owners of the security measures in place or being undertaken for the Development and the Properties from time to time.

(b) The Utilities Company shall employ a professional and reputable security firm to implement security measures and on no account shall any person associated with the Utilities Company carry out any security inspections or other security work in the Development.

(c) Security measures for the Properties and the Development may include but shall not be limited to inspections, alarm systems (excluding such systems installed within any dwelling or other improvements on the Properties) barriers to unauthorized entry to or exit from the Development or improvements thereon, lighting devices, and surveillance cameras.

6. Rubbish Collection Services

The Utilities Company shall provide a rubbish collection service for the Development whereby household domestic rubbish will be collected on a designated day each week from a rubbish receptacle provided by the Owner to the specifications of the Utilities Company and located conveniently within the Development.

 A.

DATED

30th March

1999

STATION SERVICES LIMITED
the Utilities Company

AND

WENTWORTH ESTATES LIMITED
the Owner

AND

WENTWORTH ESTATES LIMITED
The covenantor

DEED OF COVENANT
(Utilities Deed)

Lucas & Lucas Barristers and Solicitors PO Box 5735 Dunedin
Telephone: (03) 477 8080 Facsimile: (03) 477 8020
20/1/99

Memorandum of Encumbrance

Law Firm acting

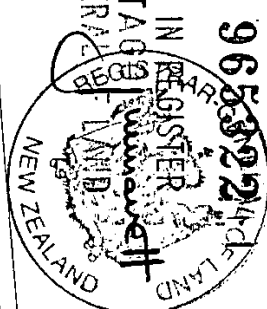
Lucas & Lucas
Solicitors
Dunedin

2.50 08.APR99

9653224

FILE COPY

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
FOR REGISTRAR - GENERAL



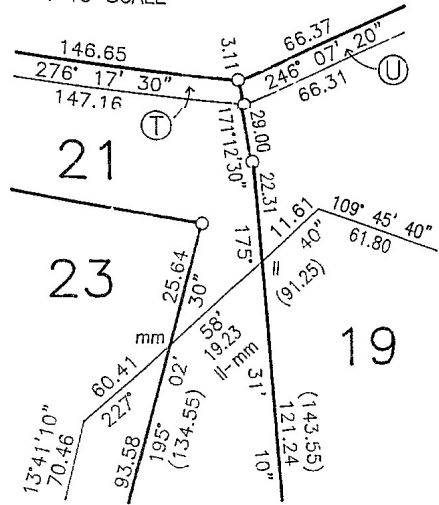
RECALL FILE LABEL

F5000001456627

MWP_0013167

DIAGRAM A

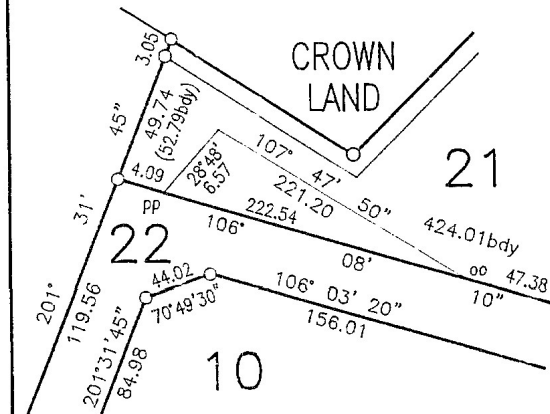
NOT TO SCALE



SEC 18

DIAGRAM B

NOT TO SCALE



LAND DISTRICT OTAGO
SURVEY BLK. & DIST. V, KAWARAU
NZMS 261 SHT F41 RECORD MAP No 5.3

DIAGRAM SHEET

TERRITORIAL AUTHORITY Queenstown Lakes District
Surveyed by Paterson Pitts Partners Ltd
Scale: Distorted Date OCT 1998 (f.4268)

SCHEDULE OF RESTRICTIVE COVENANT AREAS			
Purpose	Lot	Shown	Height (metres)
Dwelling	1	A	490.4
	2	B	488.5
	3	C	480.9
	4	D	461.3
Platform	5	E	460.3
	15	F	443.9
	16	G	446.6
	17	H	446.9
	18	I	445.2
	19	J	443.3

MEMORANDUM OF EASEMENTS			
Purpose	Servient Tenement	Shown	Dominant Tenement
R.O.W.	5	K	Lots 1-4 & Sec 18
	Sec 18	L	Lots 1-5
	5	M	Lot 4
	5	N	Lots 1-4
	4	P	Lots 1-3
	3	Q	Lots 1 & 2
	2	R	Lot 1
	22	DD	Lots 1-5 & Sec 18

MEMORANDUM OF EASEMENTS IN GROSS			
Purpose	Servient Tenement	Shown	Grantee
Pedestrian R.O.W.	21	T	H.M. the Queen
	19	U	
	18	V	
	17	W	
	16	X	
	15	Y	

MEMORANDUM OF EASEMENTS IN GROSS (cont'd)			
Purpose	Servient Tenement	Shown	Grantee
Right to drain foul sewage	21	Z	Station Services Ltd
	23	AA	
Right to convey power, water, telecom, & drain foul sewage.	22	BB	
	4	P	
	2	R	
	16	a-b	
	17	b-c	
	18	cc-ee-c-ee	
	19	d-e	
	14	g-k	
	20	l-m, m-ff, ff-n, n-o, m-dd, dd-n	
	4	r-q, s-t	
Right to dispose treated sewage.	21	CC	Station Services Ltd
	22	DD	
Right to convey power.	15	gg-hh	Central Electric Ltd
	16	hh-ii	
	17	ii-jj	
	18	jj-kk	
	19	kk-ll	
	21	ll-mm	
	22	oo-pp	
	23	mm-qq, qq-rr, qq-nn	

DATUM: Geodetic 1949
CIRCUIT: Mt. Nicholas

Total Area 58.6924 ha

Comprised in ALL C.T. 18C/632
& C.T. 9B/1479 EASEMENT ONLY

I, JOHN FERGUS BORRELL OF QUEENSTOWN
Registered Surveyor and holder of an annual practising certificate (or who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.

Dated at QUEENSTOWN, this 16th day of December 1998. Signature

Field Book p. Traverse Book p.
Reference Plans SO's 736, 737, 4734, 12432, 16814, 16815, 20249, 23384, 23932, 24034, 24038, 24547, 24636, 24741, & DP's 8058 & 11834
Examined Correct

Approved as to Survey
...1.1.2.1999 M.H. Warburton Chief Surveyor

Deposited this 23rd day of March 1999.

for Registrar-General of Land District Land Registrar

File Received 13/1/99 Instructions DP 27121

TITLE SHEET 2 OF 2 Approved Dn LM 95/1

EXISTING MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
R.O.W	K	LOT 1 HEREON	EC.964650.4
	N	LOT 2 HEREON	
	K	LOT 1	T.964650.9
	J	HEREON	T.5310472.9
EXISTING MEMORANDUM OF EASEMENTS IN GROSS			
PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
RIGHT TO CONVEY ELECTRICITY	Q, R, S	LOT 1 HEREON	T.964650.5
	T, U	LOT 2 HEREON	
RIGHT TO OPERATE A TRANSFORMER	Q, R, S	LOT 1 HEREON	T.964650.5
	T, U	LOT 2 HEREON	
RIGHT TO CONVEY POWER, WATER & TELECOMMUNICATI ONS & DRAIN FOUL	Q, R, S	LOT 1 HEREON	T.964650.6
	T, U	LOT 2 HEREON	
EXISTING LAND COVENANTS			
PURPOSE	SHOWN	CREATING DOCUMENT	
LAND COVENANT	E	T.986114.1	
MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
RIGHT OF WAY	K	LOT 1 HEREON	LOT 2 HEREON
LAND COVENANTS			
PURPOSE	SHOWN	BURDENED LAND	
BUILDING PLATFORM	F	LOT 2 HEREON	
	E	LOT 1 HEREON	
NOTE: BUILDING PLATFORM E ON LOT 1 IS TO HAVE ITS SHAPE AND ORIENTATION AMENDED FROM THE PLATFORM SHOWN ON DP 27121, THE AREA OF 1200m2 IS TO BE RETAINED			

FOR CLIENT REVIEW 08.08.2022

 <div><div>CLARK FORTUNE McDONALD</div><div>LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS</div><div>QUEENSTOWN DUNEDIN CHRISTCHURCH GORE</div></div> <div><div>309 Lower Shotover Road, P.O.Box 553 Queenstown</div><div>Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz</div></div>	Rev.	Date	Revision Details	By	<div>LOTS 1 & 2 BEING A PROPOSED SUBDIVISION OF LOT 5 DP 27121 & LOT 25 DP 302492, GIBBSTON HIGHWAY, GIBBSTON</div>	Client	Surveyed	Date	Job No.	Drawing No.	
	-	-	-	-		Pringle Trustee (2016) Ltd	-	-	15819	01	
	<div>Notes: All dimensions shown are in meters unless shown otherwise. Any person using Clark Fortune McDonald drawings and other data accepts the risk of: - Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions. - Ensuring the information is the most recent issue. - Copyright on this drawing is reserved.</div>					Drawn	Date	Scale	1:1000.000 @ A1		
						BM	08.08.22	1:2000 @ A3			
	Checked	Date	Datum & Level	Rev.		-	-	MT NIC 2000			

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EXISTING MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
R.O.W	K	LOT 1 HEREON	EC.964650.4
	N	LOT 2 HEREON	
	K	LOT 1	T.964650.9
	J	HEREON	T.5310472.9
EXISTING MEMORANDUM OF EASEMENTS IN GROSS			
PURPOSE	SHOWN	BURDENED LAND	CREATING DOCUMENT
RIGHT TO CONVEY ELECTRICITY	Q, R, S	LOT 1 HEREON	T.964650.5
	T, U	LOT 2 HEREON	
RIGHT TO OPERATE A TRANSFORMER	Q, R, S	LOT 1 HEREON	T.964650.5
	T, U	LOT 2 HEREON	
RIGHT TO CONVEY POWER, WATER & TELECOMMUNICATI ONS & DRAIN FOUL	Q, R, S	LOT 1 HEREON	T.964650.6
	T, U	LOT 2 HEREON	
EXISTING LAND COVENANTS			
PURPOSE	SHOWN	CREATING DOCUMENT	
LAND COVENANT	E	T.986114.1	
MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	BURDENED LAND	BENEFITED LAND
RIGHT OF WAY	K	LOT 1 HEREON	LOT 2 HEREON
LAND COVENANTS			
PURPOSE	SHOWN	BURDENED LAND	
BUILDING PLATFORM	F	LOT 2 HEREON	
	E	LOT 1 HEREON	
NOTE: BUILDING PLATFORM E ON LOT 1 IS TO HAVE ITS SHAPE AND ORIENTATION AMENDED FROM THE PLATFORM SHOWN ON DP 27121, THE AREA OF 1200m2 IS TO BE RETAINED			



FOR CLIENT REVIEW 08.08.2022



CLARK FORTUNE McDONALD
LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS
QUEENSTOWN | DUNEDIN | CHRISTCHURCH | GORE

309 Lower Shotover Road, P.O.Box 553 Queenstown
Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz

Rev.	Date	Revision Details	By

**LOTS 1 & 2 BEING A PROPOSED SUBDIVISION OF LOT 5
DP 27121 & LOT 25 DP 302492, GIBBSTON HIGHWAY,
GIBBSTON**

Client	Pringle Trustee (2016) Ltd	Surveyed	—	Date	—	Job No.	15819	Drawing No.	01
		Drawn	BM	Date	08.08.22	Scale	1:1000.000 @ A1 1:2000 @ A3		Sheet 002
		Checked	—	Date	—	Datum & Level	MT NIC 2000	Rev.	—

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- Ensuring the information is the most recent issue.


- Copyright on this drawing is reserved.


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LEGEND

TOP OF CUT BATTER 

BOTTOM OF FILL BATTER 

CONTOUR MAJOR (2.0m interval) 

CONTOUR MINOR (0.5m interval) 



FOR CLIENT REVIEW 07.11.23

 <div>CLARK FORTUNE McDONALD LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS QUEENSTOWN DUNEDIN CHRISTCHURCH GORE 309 Lower Shotover Road, P.O.Box 553 Queenstown Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz</div>	Rev.	Date	Revision Details	By	<div>PROPOSED EARTHWORKS PLAN FOR LOT 5 DP 27121</div> <div>PROPOSED SUBDIVISION</div> <div>GIBBSTON HIGHWAY, GIBBSTON</div>	Client		Surveyed	Date	Job No.	Drawing No.
						Pringle Trustee (2016) Ltd	MW	17.01.23	15819	02	
							Drawn	20.01.23	Scale 1:250.000 @ A1 1:500 @ A3		
							Checked	-	Datum & Level MT NIC 2000	Rev. A	
Notes: All dimensions shown are in meters unless shown otherwise. Any person using Clark Fortune McDonald drawings and other data accepts the risk of: - Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions. - Ensuring the information is the most recent issue. - Copyright on this drawing is reserved.										NZVD 2016 (D 159 - 354.813M)	

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LEGEND

TOP OF CUT BATTER - - - - -

BOTTOM OF FILL BATTER - - - - -

CONTOUR MAJOR (2.0m interval) - - - - -

CONTOUR MINOR (0.5m interval) - - - - -

LEGEND EARTHWORKS

Fill Material

- 2.5m to 3.0m
- 2.0m to 2.5m
- 1.5m to 2.0m
- 1.0m to 1.5m
- 0.5m to 1.0m
- 0m to 0.5m

Cut Material

- 0m to -0.5m
- 0.5m to -1.0m
- 1.0m to -1.5m
- 1.5m to -2.0m
- 2.0m to -2.5m

EARTHWORKS VOLUMES:

430m³ FILL (SOLID)

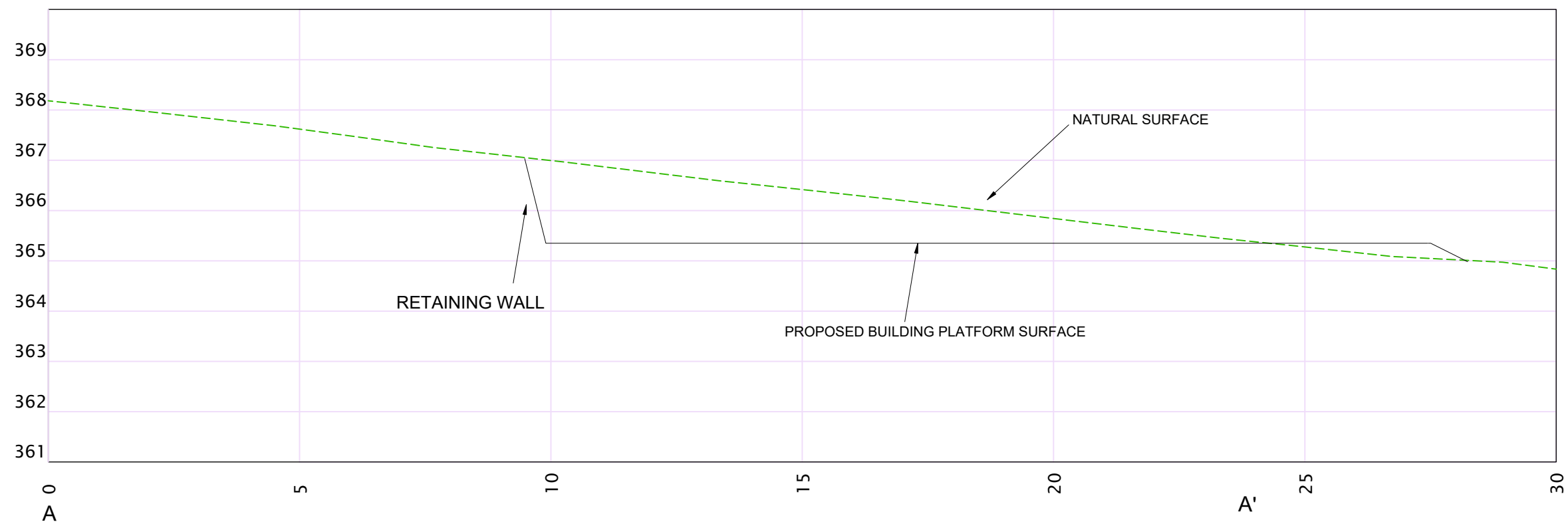
430m³ CUT (SOLID)



FOR CLIENT REVIEW 07.11.23

 <div>CLARK FORTUNE McDONALD</div> <div>LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS</div> <div>QUEENSTOWN DUNEDIN CHRISTCHURCH GORE</div> <div>309 Lower Shotover Road, P.O.Box 553 Queenstown</div> <div>Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz</div>	Rev.	Date	Revision Details	By	<div>PROPOSED EARTHWORKS PLAN FOR LOT 5 DP 27121</div> <div>PROPOSED SUBDIVISION</div> <div>GIBBSTON HIGHWAY, GIBBSTON</div>	Client	Surveyed	Date	Job No.	Drawing No.			
	-	-	-	-		Pringle Trustee (2016) Ltd	MW	17.01.23	15819	02			
							Drawn	Date	Scale	Sheet			
							BM	20.01.23	1:250.000 @ A1	A3			
	<div>Notes:</div> <div>All dimensions shown are in meters unless shown otherwise.</div> <div>Any person using Clark Fortune McDonald drawings and other data accepts the risk of:</div> <div>- Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions.</div> <div>- Ensuring the information is the most recent issue.</div> <div>- Copyright on this drawing is reserved.</div>										Checked	Date	Datum & Level
					-	-	MT NIC 2000	A					
										NZVD 2016 (D 159 - 354.813M)			

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FOR CLIENT REVIEW 07.11.23



CLARK FORTUNE McDONALD
LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS
QUEENSTOWN | DUNEDIN | CHRISTCHURCH | GORE

309 Lower Shotover Road, P.O.Box 553 Queenstown
Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz

Rev.	Date	Revision Details	By
-	-	-	-

PROPOSED EARTHWORKS PLAN FOR LOT 5 DP 27121

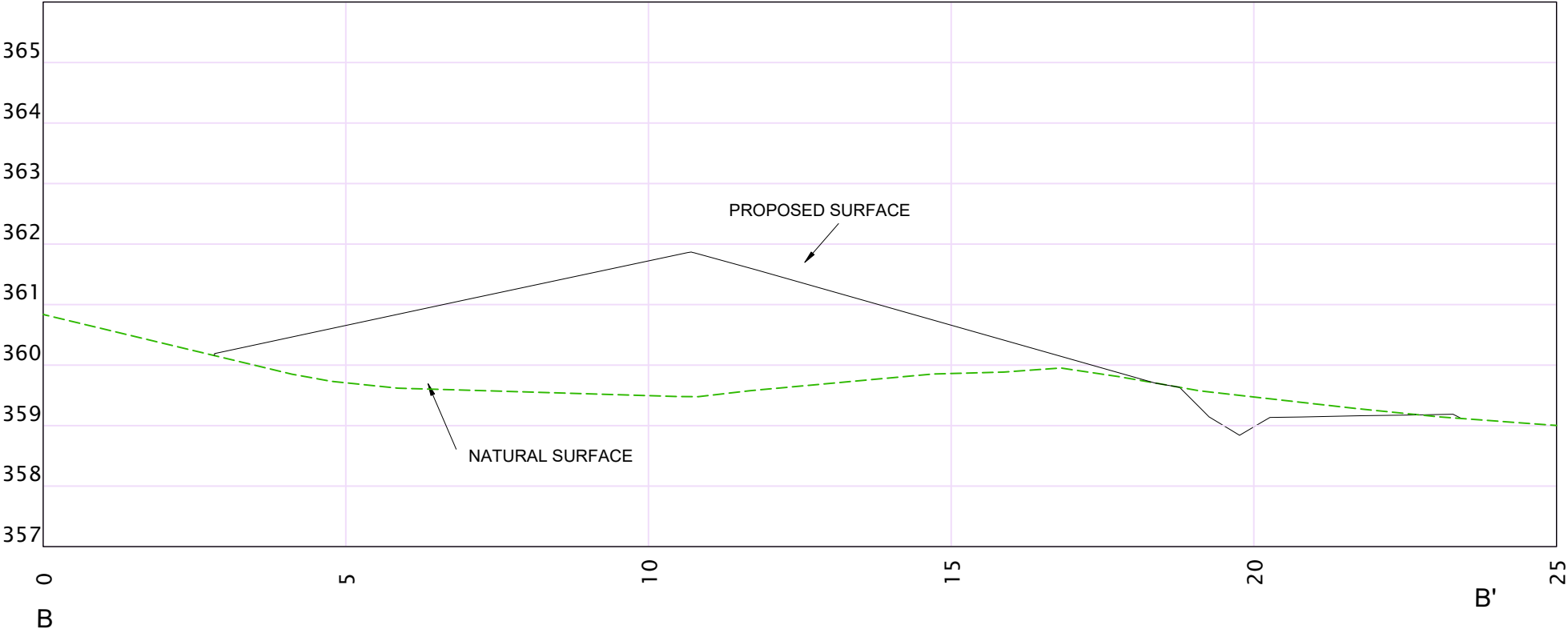
PROPOSED SUBDIVISION

GIBBSTON HIGHWAY, GIBBSTON


SECTION A - A'

<div>Client</div> <div>Pringle Trustee (2016) Ltd</div> <div>Notes:</div> <div>All dimensions shown are in meters unless shown otherwise.</div> <div>Any person using Clark Fortune McDonald drawings and other data accepts the risk of:</div> <div>- Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions.</div> <div>- Ensuring the information is the most recent issue.</div> <div>- Copyright on this drawing is reserved.</div>	Surveyed	Date	Job No.	Drawing No.
	MW	17.01.23	15819	02
	Drawn	Date	Scale	Sheet 003
	BM	20.01.23	1:50.000 @ A1 1:100 @ A3	
Checked	Date	Datum & Level	Rev.	
-	-	MT NIC 2000	A	
		NZVD 2016 (D 159 - 354.813M)		

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FOR CLIENT REVIEW 07.11.23



CLARK FORTUNE McDONALD
LAND SURVEYORS - LAND DEVELOPMENT - PLANNING CONSULTANTS
QUEENSTOWN | DUNEDIN | CHRISTCHURCH | GORE

309 Lower Shotover Road, P.O.Box 553 Queenstown
Tel. (03)441-6044, Email admin@cfma.co.nz, www.cfma.co.nz

Rev.	Date	Revision Details	By
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

PROPOSED EARTHWORKS PLAN FOR LOT 5 DP 27121
PROPOSED SUBDIVISION
GIBBSTON HIGHWAY, GIBBSTON
SECTION B - B'

Client
Pringle Trustee (2016) Ltd

Notes:
All dimensions shown are in meters unless shown otherwise.
Any person using Clark Fortune McDonald drawings and other data accepts the risk of:
- Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions.
- Ensuring the information is the most recent issue.
- Copyright on this drawing is reserved.

Surveyed MW	Date 17.01.23	Job No. 15819	Drawing No. 02 Sheet 004
Drawn BM	Date 20.01.23	Scale 1:50.000 @ A1 1:100 @ A3	
Checked -	Date -	Datum & Level MT NIC 2000	Rev. A
		NZVD 2016 (D 159 - 354.813M)	

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Decision No: C135/97

IN THE MATTER of the Resource Management
Act 1991

AND

IN THE MATTER of an appeal under section 120
of the Act

BETWEEN WAKATIPU
ENVIRONMENTAL SOCIETY
INCORPORATED

Appeal : RMA 374/97

Appellant

AND

QUEENSTOWN LAKES
DISTRICT COUNCIL

Respondent

AND

WENTWORTH PROPERTIES
LIMITED

Applicant

BEFORE THE ENVIRONMENT COURT

Environment Judge J.R. Jackson
Mr R.S. Tasker
Mrs J. Kearney

HEARING at QUEENSTOWN on the 8th, 9th 10th and 17th days of December
1997

APPEARANCES

Ms A. Dewar for the applicant
Mr N.S. Marquet for the respondent
Mr R.T. Timmins for the Queenstown and District Historical Society Inc.
Mr A.H. Borick and Mr W.G. Nagle for the appellant



INTERIM DECISION

Introduction

This is an appeal by the Wakatipu Environmental Society Incorporated (“the Society”) against two resource consents granted to the applicant Wentworth Properties Limited (“Wentworth”) in respect of land in the Kawarau Gorge, east of Queenstown, by the Queenstown Lakes District Council (“the Council”) on 5 May 1997.

In September 1996 Wentworth applied to the Council for both a land use consent and a subdivision consent in respect of approximately 78 hectares of land in the Gibbston Valley, approximately 2 kilometres to the south-east of the Kawarau Bridge. The land straddles State Highway 6 (the Kawarau Gorge Road). It comprises at present two titles being:

- 58.81231 hectares being sections 16, 19, 20, 21, 22, 26 and 46 Block V Kawarau Survey District and being all the land in Certificate of Title 338/69 (Otago Land Registry); and
- 20.2128 hectares of land being section 8 Block V Kawarau Survey District and 2.5905 hectares of land being section 72 Block I Kawarau Survey District and being all the land comprised and described in Certificate of Title 9B/1479 (Otago Land Registry).

We will describe the landscape in more detail later. For present purposes it is sufficient to say the land is on river terraces against a backdrop of mountains. The landscape setting is scenically attractive and that is significant because a main tourist road (SH6) passes through Kawarau Gorge, and the land, on its route west to Queenstown. The wild and scenic characteristics of the Kawarau River are protected by the Water Conservation (Kawarau) Order. It is common ground



that the proposed development will not affect those characteristics. In particular the proposed development cannot be seen from the river.

Wentworth's proposal is to establish on the site a commercial size vineyard (30 hectares of grapes), a winery; a restaurant in an old wool shed, 10 visitor accommodation units, 14 new dwellings in small clusters, and a vineyard manager's dwelling all as part of a comprehensive development. A copy of the development plan is annexed (marked "A"). Moving from river level, there is a strip of land owned by the Department of Conservation and then there are three terraces as one moves up and away from the river. In general the lower terrace is unsuitable for viticulture for a number of reasons including unsuitable terrain and too much shade. A number of rocky outcrops on the upper terraces are also unsuitable. Wentworth's idea is to use all the land that is suitable for growing of grapes for that purpose and to site the residences and other buildings on land that is unsuitable for growing grapes. Thus there are four clusters of housing shown on the development plan. One of these is east of the existing wool shed and the proposed winery and restaurant. Two of them, called the "Terrace" and "Nevis" blocks, are on rock outcrops south of State Highway 6, and the "Olive Grove" block in the south-eastern corner of the property is located in a position adjacent to Camp Creek where there is insufficient distance for vineyard trellises to be economically located.

We also attach a copy of the proposed subdivision plan (marked "B"). It will immediately be seen that the lines in this do not reflect the lines of the development plan except to the extent that many of the allotment boundaries are approximately north-south which is the same orientation as the grape vines. There are 23 allotments on the subdivision plan but there will not be so many titles issued if the subdivision consent is confirmed. The separate titles sought by Wentworth (numbered 1-16) are composed of the 23 allotments and one residential allotment as follows:



		Area (Hectares)	
1.	Lot 1	4.13	
2.	Lot 2	4.06	
3.	Lot 3	4.27	
4.	Lot 4	4.35	
5.	Lot 5	5.60	
6.	Lot 6	4.20	
7.	Lot 7	4.03	
8.	Lot 8	4.20	
9.	Lot 9	4.37	
10.	Lot 10	2.66)
	Lot 19	2.06)
	1/6th of Lot 22)
11.	Lot 11	2.39)
	Lot 18	2.04)
	1/6th of Lot 22)
12.	Lot 12	2.49	
	Lot 17	2.19	
	1/6th of Lot 22		
13.	Lot 13	2.09	
	Lot 16	2.78	
	1/6th of Lot 22		
14.	Lot 14	3.07	
	Lot 15	2.73	
	1/6th of Lot 22		
15.	Lot 20	1.65	
	Lot 21	5.24	
	Lot 23	3.18	
	with 1/6th of Lot 22		
16.	A residual title of 3.41 ha which will be held with 2.5905 ha of land being part CT 9B/1479.		

Wentworth's concept is to grow grapes (pinot noir and chardonnay) for a methode champenoise style of wine. There was no evidence that the third, minor champagne grape - Meunier - is to be grown. Wentworth considers that economies of scale enter at about 30 ha of vineyard. To achieve that, with the large overheads in establishing any vineyard - let alone one growing grapes for methode champenoise wine - requires a large capital outlay because it takes up to 8 years to be in full production. Its proposal is to have a "domaine" system (copied from the Champagne area in France) whereby 14 owners, each with their own residential accommodation, pool their resources by leasing their group vines



to a central company owned by the property owners which will in turn have a management agreement with a wine making company.

There are three relevant planning instruments and it is clear that the proposal in some of its aspects is non-complying in relation to both the land use consents and subdivision consents under all three instruments of the Council. Accordingly the Council treated both applications as being for non-complying activities and we do the same. It was common ground that that was the proper approach. We should also record at the outset that Wentworth is prepared to carry out the planting of the vineyard before any buildings are constructed.

The Evidence

For the applicant we first heard evidence from Mr J.G. O'Connell, an economist and developer. He explained how Wentworth's intention was to establish a large commercial vineyard in Central Otago to produce vintage sparkling wine. He pointed out that there were a number of factors relevant to the siting of the application on this particular site. First, soil and climatic conditions are suitable for producing a sparkling wine in the traditional method. Secondly, vintage sparkling wine differs from conventional table wine in that the process of making the wine takes the wine at least three years from harvest (that is eight from planting).

However, in relation to this proposal there were also some potential problems. First, land prices in Central Otago are high, in part, Mr O'Connell conceded, because of pressure for residential development. Secondly, grape production is lower in this area, partly because of the amount of pruning required to achieve proper degrees of ripeness. Thirdly, production risks from frost are higher than elsewhere in the country further north. The property is also further away from large population centres, although that is offset by the fact that the site is located



close to Queenstown which has, in his words, “immense international recognition and exposure”.

Mr O’Connell outlined the process of site selection and the management structure. He stated that the basis of the design was to be able to sell “domaine” titles which would “include investment in the vineyard but not be of such a scale to encourage investors to want immediate return from that investment”. On this basis each vineyard title is to have a minimum of 4 ha with an average vineyard size of 2.28 ha. Each investor is to have equal status within the vineyard company. It is expected that each investor of the 14 would have a minimum investment of \$450,000 including at least \$100,000 in the vineyard set-up costs. The vineyard complex, Lots 20, 21 and 23, would be owned by Wentworth. In addition to the 14 landowners and Wentworth there would be two other entities involved. There would be a vineyard company owned equally by the 14 landowners and there would also be a wine making company which might or might not be Wentworth. We have some doubts as to whether or not the 20 year leases proposed from the landowners to the holding company might not themselves be a subdivision, but no party made an issue of that and the Council is apparently satisfied that no further subdivision consents are required.

As far as the economic effects of the proposal are concerned, Mr O’Connell said that the site is at present used for grazing. At present it produces a total output of approximately \$18,000 per annum (from 300 stock units). The proposal would require a capital input up to the time when wine is bottled of approximately \$1.6m, excluding the land purchase. The 32 ha of grapes could be expected to produce in his view 20,000 cases of wine annually, with an annual output of \$3.6m. In addition the expected return from the tourism activities, restaurant sales, wine retailing and accommodation to be approximately \$900,000 per annum. The contrast between the current output of \$18,000 and the projected output of just over \$5.0m is remarkable. This was not seriously challenged by



any of the other parties (that is there was no other evidence or cross-examination on the issue).

The winery complex has also been designed to be visited by 100,000 visitors per annum. That is rather more than the 80,000 per annum who visit Gibbston Valley wineries at its restaurant and “cave” (in quotes to show it is in the French sense i.e. an artificial cave in which wine is stored) approximately one kilometre west of the site. Mr O’Connell gave us his opinion that an operation of the size proposed “provides an opportunity for the Central Otago wine industry to gain recognition at an international and national level as a serious wine region as opposed to a boutique winery region”. He also considered there were advantages in terms of economies of scale for co-operation and packaging, transport, marketing and export and wider tourism benefits, as well as the immediate benefits to the community in terms of increased employment.

Next, by consent we read the evidence of Mr S. Smith, the group viticulturist for Villa Maria Estate Limited and himself principal of an international wine growing consultancy (possibly to be consulted by Wentworth). Mr Smith’s opinion was that Central Otago has the potential to produce very fine sparkling wine made from a chardonnay and pinot noir. He compared the climate of Central Otago with that of Champagne in terms of low rainfall, long days and high sunshine hours (important due to the specific requirements of the wine style).

He did not comment on the proposed cluster housing development, except to say that the integration of those components with a vineyard and winery has been “achieved in many other regions of the world”. He gave us his opinion that the proposed development management of the vineyard follows recognised industry techniques and that the proposed budgets (which we did not see) are consistent with industry standards. He also gave a warning that:



"These budgets are totally dependent on seasonal weather conditions which could result in higher costs. Investors must be made aware of the situation. However the proposal bases its development on having no debt through the development process, greatly minimising the risk of financial instability. All these factors indicate to me that this vineyard development has every chance of success."

None of this evidence was challenged by the appellants but we have summarised it:

- to show the uniqueness of Wentworth's proposal;
- to show that the independent expert assessment of the proposal is that it has genuine chances of success; and
- to indicate that, if it is successful, it may be very profitable for the owners and therefore for the district; and
- finally to show that the concept is (with one exception we will identify later) a coherent package. The residences are the inducements for the investors to put their money into the venture and they and the restaurant are sufficiently related to the vineyards for us to hold that *"a single joint classification...represents the reality of the situation"*: *K B Furniture Ltd v Tauranga District Council* (1993) 2 NZRMA 291 at 299 (HC).

Next we heard from Mr G.J. Hay, a wine consultant with hands-on experience in the business having been instrumental in setting up Chard Farm winery several kilometres up the Kawarau River. He also currently looks after 11 vineyards on a day to day basis in the Central Otago region. He gave evidence as to the management techniques to be used and, in particular, on the matters that might cause a nuisance including use of helicopters to deal with the risk of frost. He outlined the potential spraying programmes and also the methods of protecting



grapes from bird strike which include netting and shotguns and other bird scarers. He also confirmed that the grapes for the project are in a nursery.

Mr R.B. Thompson, a landscape architect, gave evidence supporting the proposal. He gave evidence of having prepared a survey and analysis plan which collated all the relevant specific information for the site and said that that information was there to shape the layout of the site. He said that the essential development philosophy for the site was to maximise the use of soils that are suitable for viticulture while dwellings are sited on the marginal soils. He considered that the clustering of buildings would:

- “• minimise the loss of productive soils*
- maintain the productive sustainable use of land*
- minimise any disruption to the functioning of the vineyard*
- retain the rural qualities of openness and spaciousness*
- minimise the amount of roading and the requirements of the supply of services*
- minimise the visual effects of buildings in the landscape”.*

He outlined the facilities complex which includes a restaurant in the former wool shed and other new buildings (including an accommodation complex for up to 20 visitors per night) all located around an artificial lake with a boardwalk between the buildings.

As far as the dwellings are concerned, building platforms of 1,200 m² have been identified for each of the 14 proposed residential allotments with a maximum ground floor area of 360 m² for each dwelling and an accessory building up to 30 m². He gave his view that the following factors would result in the retention of the open and spacious character of the valley:



- the siting of buildings in clusters no closer than 100 metres to the Highway
- the dominance of vines in the landscape
- selective placement of amenity planting.

He told us that in his view excessive amenity tree planting could change the character of the landscape and so it was only to be used sparingly: to announce entry points, to screen and to shelter. He also considered that grape vines and their associated trellis systems are an accepted part of the landscape of Gibbston.

Mr M.J. Wyatt, an architect in practice in Queenstown since 1980, referred to a tradition in Central Otago of stone and mud brick buildings which sets this region apart from much of the rest of New Zealand. He called the typical stone and mud brick buildings the “Central Otago vernacular”. Apart from the materials and their earth colours, he also said that buildings in that style are usually small in scale, or if larger the buildings are made up of groups of smaller scale buildings. He considered that all buildings in the development could be in that vernacular style through imposition of design controls. That had been accepted by the Council which had imposed design controls in the conditions attached to its resource consent. He also outlined the proposal to modify the wool shed by removing the corrugated iron which had been used to extend the original stone wool shed and then to make substantial modifications to retain the original historically valuable stone building. He also gave as his view that the clustering of the residences into small groupings enables large areas of land to be entirely free of buildings. He considered this to be *“more conducive to the retention of rural character than the more common settlement pattern that individual landowners each develop their land in an unco-ordinated way”*. To give each of the landowners who might buy one of the 14 residential sites some encouragement to adopt the Central Otago vernacular, Wentworth proposes that a



stone cottage should be built on each of the 14 building sites as the nucleus for any further residential development on that site.

Finally for the applicant we heard from Ms C.A. Vodder, an environmental planning consultant. She assessed the application as being not contrary to the objectives and policies of the three relevant planning instruments. She also gave as her professional view her opinion that the adverse effects of the proposal were not more than minor.

Next we heard brief evidence from Mr R.T. Timmins on behalf of the Queenstown and District Historical Society Incorporated. He said his Society supports the grant of the two resource consents to Wentworth. The support of the Society was based on the following factors:

- a belief that the best way to preserve and protect historical items or buildings is for them to be put to useful purpose;
- the fact that the proposal involves the restoration of the wool shed cookhouse and associated stone work and other matters which are of less importance in this context.

For the Council we heard from two planners. First Mr C Vivian outlined the position with respect to the proposed plan (Council hearings having taken place but no decision due until mid 1998) and then Ms R J H Jerram generally supported the proposal.

Finally for the appellant we read the evidence of four witnesses who then confirmed their evidence on oath or affirmation and were cross-examined. First we heard from Mr M. Wild, an architect and a member of the Wakatipu Environmental Society. He outlined the involvement of the Society in relation to rural issues and especially in relation to plan change 99 and the proposed plan. It



made submissions on both those plans. The basic philosophical view of the Society is in Mr Wild's words:

"A sustainable future for the district as a whole is in the Society's view dependent on the rehabilitation of its townships. A renaissance of humane urban environments is needed. ... In other words for the best quality, highest amenity, most sustainable model of development to remain a possibility, further residential colonisation of rural land must stop."

The Society does not oppose the development of the Wentworth land for viticulture, wine making and wine sales. However, it opposes the residential and tourist accommodation activities. The actual and immediate adverse effects that Mr Wild saw were a loss of the open and spacious landscape character of the Gibbston area and compromising of the important path to Wakatipu by ribbon development. He also saw potential adverse effects in terms of the proposed design guidelines for buildings failing to deliver good architecture.

It was a main concern of his, as with the next two witnesses for the Society, that allowing the proposal would *"substantially devalue"* the Council's planning documents or cause them to lose integrity.

The next witness for the Society was Mr R.F.W. Kruger, a landscape architect with qualifications from the University of Hanover. He felt that the residential subdivision would compromise the landscape. Mr Kruger described the experience of a tourist travelling from Cromwell towards Queenstown, and he reminded us that *"the landscape of the Queenstown Lakes District is regarded as one of the most spectacular in New Zealand [with an]...international reputation"*. He summarised the Cromwell-Queenstown trip by saying: *"looking back at our journey it becomes clear that the original and important pattern of travelling between two settled areas is still prevalent town-rural-wild-rural -town."* Mr



Kruger's views are entitled to considerable respect - as an outsider having lived for the major part of his life in densely populated Germany, he looks with different eyes at what New Zealanders may take for granted, and then spoil, by inappropriate development. He too emphasised that this development would in his view set a precedent for another one.

The principal planning witness for the Society was Mr K.J. Grundy, a researcher and tutor at Otago University. The main emphasis of his evidence was that the application did not meet either limb of section 105(2)(b). He was so confident of that that he did not specifically discuss the matters to which the Court is to have regard under section 104 specifically, nor Part II of the Act, nor the Court's overall discretion under section 105 as to whether or not to grant the resource consents sought. His and all the other planners' views on the objectives and policies of the district plan we will refer to later when we discuss the statutory instruments and consider the threshold tests.

As far as the adverse effects of the proposal were concerned, Mr Grundy identified the effects on landscape values, although on that of course we heard from two experts whose views we will assess separately. His other evidence on adverse effects was very general. He referred to the fact that the proposal plans for up to 100,000 visitors to the winery and restaurant per year. He then simply said that such a large number of visitors could not do anything other than have adverse effects. He conceded in cross-examination by Ms Dewar that he had given no detail of any adverse effects.

Finally for the Society we heard from Ms D.J. Lucas, a landscape architect with many years experience in the rural areas of the South Island. She reminded us that the Act contains no definition of 'landscape'. She emphasized the subjective elements of landscape - the different cultural and personal viewpoints of each observer of the physical landscape.



She then analysed the Kawarau Gorge in terms of landform, vegetation and structures. In terms of the landscape she contrasted the steep sides of the gorge to the east of the site with the "*comparatively open and spacious flats*" at Gibbston. Of the Gibbston terraces she said that the "*scarps and steep slopes have greater rural prominence*", and of the context of the gorge as a whole she said that it is a "*transition and gateway*" landscape.

Ms Lucas differentiated between vegetation character as "*amenity*", "*production*" and "*wild*". She described a sequence from the amenity plantings at Cromwell (by Lake Dunstan), to the production character of the horticulture at Ripponvale at the eastern entrance to the gorge, and the wild and woody vegetation (much of it escaped garden species) of the gorge. She described various gaps in the wildness of the gorge, particularly at Gibbston, and then the sequence back through horticulture etc at the western end of the gorge, and finally, the amenities planting at Queenstown.

She described the effect of production vegetation (e.g. grass or forest) as being, typically, to simplify (we would have thought "*to add minimal complexity to the geological structure*" would be a better description). By contrast amenity planting "*signifies a node of activity in the rural landscape*" which is otherwise open and spacious.

Finally she said there were few structures in the Kawarau Gorge.

She then went on to criticise the proposed residences on the site because there would be no apparent "*logic*" or sense linking those buildings with the viticultural activity. To the extent that placement of buildings on land can affect the observer's subjective response to the landscape we agree that issue needs to be considered as a potentially adverse effect and do so later.



Finally we record that after the hearing and at the request of the parties we carried out a full site inspection in the presence of the representatives of the parties (other than the Historic Society) on Wednesday 17th December.

The Statutory Instruments

There are three relevant statutory instruments, the transitional plan, plan change 99 to the transitional plan and the proposed plan prepared under the Act. We deal with each of these in turn.

The Transitional Plan

The transitional plan came into effect on 1 November 1983. The general objectives and policies of the plan include the following:

" ... the planning objectives require that a reasonable balance is maintained between -

- (a) Farming needs and conservation of tourist attractions.*
- (b) Residential development and the protection of fertile land from urban sprawl.*
- (c) The needs of permanent residents and those of visitors.*
- (d) The convenience of dispersed commercial facilities and the need to bring up a strong district shopping centre with a range of shopping facilities.*
- (e) The convenience of an improved roading network and the need to retain parts of the district as wilderness country for conservation purposes." [General objectives and policies 1.4.02 (p.21)]*



The following matters were then regarded in the same paragraph as “essential to achieve the satisfactory development of the District”:

- “• To provide for the continued use of land suitable for agriculture, horticulture, orcharding and farm forestry in active production with particular emphasis on the conservation of soils of moderate to high potential for food production which are close to main transport routes and markets.
- To protect areas of tourist attraction from unnecessary and aesthetically disturbing development.
- ...
- To provide for the accommodation, entertainment and shopping needs of tourists and visitors to the district in a manner which will promote and enhance those characteristics of the district which attract visitors.
- ...
- To provide for the development of industry needed to support the local community and in particular the farming and tourist industry.
- To provide for the retention of those features of the district which are of historical or scientific interest or natural beauty. ... ” [Transitional plan pp.21-22].

A related policy on land use relationships, curiously not referred to by any of the planning witnesses, states that development in the district will be controlled to:

“ ...

- (f) Avoid development which would detract from the landscape qualities of scenically significant areas. ” [Transitional plan policy 1.4.03(f) (p.22)].



The site is zoned Rural in the transitional plan. The general rural objectives are:

- “(a)To maintain land suitable for farming in active production.*
- (b)To ensure that those areas of particular interest to tourists and visitors are protected and safeguard the amenities of the rural parts of the District.*
- (c)To encourage the development of non-farming uses appropriate to the amenities of the rural zones in appropriate locations.” [Objective 3.1.02 (p.117)]*

The Wentworth proposal appears to meet all those objectives.

The relevant policies to implement those objectives are:

- “(a)Retention of land suitable for farming in rural use.*
- (b)To discourage the use of rural land for urban purposes where it would detract from the landscape value of the basin.*
- (c)The protection of those features in the rural area which are of particular interest to tourists and visitors to the area.*
- ...
- (e)To permit the use of rural land for urban purposes provided the sites are not adjacent to established service centres and provided also that the sites do not impinge on the rural characteristics of the location in which they are situated.” [Transitional plan policy 3.1.03 (p.117)].*

The site is in a Rural A zone which contains areas of moderate to high potential for the production of food and pastoral products which are close to main transport links [Transitional plan policy 3.1.04(a)]. The relevant rules for subdivision in the Rural A zone are very confusing since they involve discussion (and two definitions) of “economic farming units” - a dubious concept under the RMA. We will discuss these rules later to the extent necessary.



However it was common ground in this case that the proposal did not provide for allotments which would be economic farming units, at least not for some years, and consequently the subdivision had to be treated as non-complying.

Without going through all the rules in detail the proposal requires the following consents under the transitional plan:

- (1) non-complying activity consent required for subdivision for economic farming unit [Rule 6.05.02];
- (2) non-complying activity consent required for subdivision for rural living [Rule 6.05.06];
- (3) non-complying activity consent required for subdivision (but not for the use) for restaurant, visitor accommodation, management offices and related activities contained within Lot 20 as these are not expressly provided for in the transitional district plan;
- (4) non-complying activity consent required for dwellings on allotments up to 20 hectares which are not economic units [Rule 6.01A.1(c)]; and
- (5) discretionary activity consent required for rural industry ancillary to agricultural, orcharding or horticulture activities [Rule 6.02(a)(i)].

Plan Change 99 (Rural Plan Change)

The site retains the Rural A zoning under plan change 99. The Council's decision on that change introduced a minimum lot size of 20 ha for both subdivision and housing. There are at least 61 references before the Environment Court regarding these rules as a result of the Council's decision on submissions.

The relevant objectives and policies contained in plan change 99 (dealing with landscape protection, productive potential and rural amenity) are almost identical



to the provisions in the proposed district plan, so we consider them later in more detail.

Proposed District Plan

The rural section of the proposed district plan contains a general objective which is:

"Objective 3 - Rural Amenity Values

Protection of rural amenity values by encouraging the establishment of a range of activities which require a rural location, but which do not create unacceptably unpleasant living or working conditions for the District's residents and visitors, nor a significant deterioration of the quality of the rural environment" [Section 5.4 (page 5/25)].

The relevant policies set out under Objective 4 which is about commercial, industrial, service and recreational activities are:

“...

2. *To enable the establishment in the rural areas of those commercial, industrial, service and recreational activities that can establish a need for a rural location, in terms of scale, effluent disposal requirements, use of or relationship to rural resources, or potential adverse effects on an urban environment.*



3. *To enable the establishment of very small scale commercial, industrial, service or recreational activities in the rural areas, where the off-site effects of the activities would not be discernible.*
4. *To maintain clear distinctions between the urban and rural areas, in order to assist in protecting the special rural character and quality of the surrounding rural areas.*
5. *To recognise the special characteristics of the range of viticulture-based activities developing in the Gibbston area and the close association between viticulture and the commercial, industrial and service activities."*

The appellant relied on policy 3 above to say the residential and accommodation (and restaurant) blocks were contrary to the policy of the proposed plan. The Council and applicant relied on policy 5. Indeed, that policy was the key to the Council's short reasons for its decision.

The site is contained in the "Rural Downlands" zone of the proposed plan. Under the rules of the proposed district plan to the proposal the consents required by the activity are:

- (1) non-complying activity consent for subdivision [Rule 15.2.6.3(i)(a)];
- (2) controlled activity consent required for all buildings on the subject site [Rule 5.5.3.2(i)];
- (3) discretionary activity consent in respect of restaurants in the Gibbston area and retail sales of wine not produced on site [Rule 5.5.3.3(ii)(b)];
- (4) non-complying activity consent in respect of residential units where the minimum net area of the site is less than 20 ha (for each residential unit) [Rule 5.5.3.4(ii)(a)];



- (5) non-complying activity consent in respect of the visitor accommodation to be established on site [Rule 5.5.3.4(iv)];
- (6) discretionary activity consent for the alteration of a Category A heritage building [Rule 13.2.3.2(i)];
- (7) discretionary activity consent in respect of more than three full-time employed persons who do not reside on site [Rule 5.5.5.1(v)];
- (8) discretionary activity consent in respect of trees planted within 100 metres of a scenic rural road [Rule 5.5.5.1(xv)(a)];
- (9) non-complying activity consent in respect of retail sales, by way of access to any State Highway, of produce not produced on site [Rule 5.5.5.2(v)].

Section 105 Threshold Tests

Adverse Effects

The three principal adverse effects relied on by the appellant Society, so far as we understood its case, were:

- effects on landscape values
- the large number of visitors to the site
- the effect on the integrity and/or consistent administration of the plan.

The main issue in our view is whether the effect of residences on the landscape will be adverse. The views of the landscape experts were superficially contrasting. Mr Thomson for the applicant considered that the land contained no “exceptional landscape features or vegetation of any significance.” By contrast Ms Lucas said:

“[i]n a national context, the Kawarau Gorge and Wakatipu Basin are together, an outstanding natural feature and landscape.”



She also recognized that within a larger landscape there may be considerable variation in qualities, and we infer that the landscape around this land is 'variable'. While we do not think that Mr Thomson looked at the big picture adequately, we think that his assessment of the particular landscape in which the proposal is set is fair.

We think the two views can be reconciled: with mitigating measures we think the residential development can be built so as not to harm the immediate landscape (as seen from SH6 or even the side road - Coal Pit Road - to the east of the site). And in the important wider landscape the enclave of vineyards and associated housing at Gibbston may prove an attractive and unique human feature compared with the wilder parts of the Kwarau Gorge.

We also take into account the following findings. The first is that the 32ha of vineyards are a permitted activity. Thus there will be a very significant change to the landscape on the south of the Kwarau River anyway. The unvarying tussock and rock backdrop with greener introduced grasses on the terraces close to the road showing the relief of the countryside ('legibility' in landscape architect jargon) will be replaced with the artificial lines of the vineyards' posts, wires and vines and the seasonal changes on the grapevines, somewhat reducing the simplicity of the landscape.

Whether or not those effects are adverse - and in the context we think not (perhaps the Kwarau Gorge will one day be as famous for its contrasts of vineyards and hills as the Moselle River in Germany) - the fact is that the vineyards can go in as of right so we need to consider the proposed residences in that context.



Secondly, stylish residences in the vine-covered terraces - if clustered as proposed so as to maximise the openness of the vineyards - could be seen as a positive effect. We do not, despite Ms Dewar's submission to the contrary, say that can be used in section 105 considerations to offset any adverse effect; we merely point out the subjective desirability - in some eyes - of adding residences to show that they are not necessarily an adverse effect.

Thirdly, while the landscape is clearly natural, it is not endemic. Objectively it is a recent creation - the product of fire, clearance, and the spread of introduced grasses and other plants. The lower slopes of the gorge (and the lowest terrace on the site) especially are covered in sweet-briar and other introduced weeds. This is not an outstanding landscape as our site inspection confirmed. Looking north across the site to the steep slopes on the other side of the Kawarau River shows a raw landscape: a hillside with introduced species dominant and a steep eroding open gully upstream.

We do not consider that residential buildings (if sensitively located and designed) will be a blot on views to the north, although we are concerned at the bulk of the proposed accommodation building.

* The position is more complicated on the southern side of the road where three residential clusters are proposed and where there are terraces stepping up from the road. This is altogether a more attractive and sensitive landscape. And while we accept that the proposed houses will be sensitively designed we are concerned (as were the appellants) about the 'urban' effect of 9 houses spread along the road over a distance of less than one kilometre. The building platform for the houses had been marked and a 6 metre pole had been erected in the centre of each platform (representing maximum height of any building) for our site visit. Although none of the houses was closer than 100 metres to the road, the poles to the south (and uphill) of the road loomed surprisingly high.



However we consider the effect on the landscape to the south can be mitigated so that it is not adverse by shrinking the clusters, and, in two cases, by using the rock outcrops so as to partly conceal the houses. If we decide that consent can be granted we will refer to the mitigation measures in more detail.

Thus on balance, in the context of this particular landscape with its potential for grapegrowing, we consider the proposed residences (if their platforms are relocated) can be built so as not to have more than a minor adverse effect on the landscape.

Turning to the second adverse effect identified by the appellant we do not accept that the number of visitors would, by itself, in this environment be an adverse effect. The evidence is that the Gibbston Valley winery which is only one kilometre or so closer to Queenstown has 80,000 visitors a year. There would presumably be some overlap between visitors and there was no evidence, for example, that the visitors to the Gibbston Valley winery are causing any particular problems. The Society's case was particularly vague in this respect and, in effect, it invited us to infer that the sheer number of visitors was in itself an adverse effect or at least was the cause of unspecified adverse effects. That is insufficient.

The issue of the integrity of and consistent administration of the plan we propose to deal with, as is now the norm, in two other places: the second threshold test (see *Elderslie Park Limited v Timaru District Council* [1995] NZRMA 433 at 445); and under "other matters" under section 104(1)(i).



Not contrary to objectives and policies

The second threshold test in section 105(2)(b) of the Act requires the proposal not to be contrary to the objectives and policies of any of the three relevant planning instruments (at least as sub-paragraph (ii) is currently interpreted).

With respect to the transitional plan we find that the proposal does not in general contravene its objectives and policies. The proposal clearly uses land suitable for viticulture for that use and residential development does not encroach on it. We have found that although land has been used for urban purposes, that is expressly recognised by policy (b) (see para 3.1.03 quoted earlier). Again the use of rural land for urban purposes is expressly recognised in paragraph (e).

We do not expressly refer to the objectives and policies of plan change 99 since they are subsumed in the proposed plan. As for that last document, we have already referred to the opposing policies which the two camps relied on. We quoted the policies in full so that they could be read as a coherent whole, as a proper approach to interpretation of a plan requires. There does seem to be some conflict between policies (3) and (5). We believe the correct approach to resolution of any conflict between them can be found in *NZ Rail v Marlborough District Council* 2 NZRMA 449 at p.460 (the Planning Tribunal decision in the “Marlborough Rail” cases). There, Judge Skelton delivering the decision of the Tribunal, stated:

“We should perhaps add some comments of our own about section 105(2)(b)(ii) of the Act. It is clear, because there is a reference back to section 104 that the objectives and policies there referred to are the relevant objectives and policies to which regard is to be had in terms of section 104(4) and it is also clear that the granting of consent has to be not contrary to those relevant objectives and policies. ... We also want to



say that where there are irrelevant general objectives and policies that might be thought to be in conflict with more specific relevant objectives and policies we take the view that for the purposes of section 105(2)(b)(ii) of the Act it is the latter that should be regarded as being applicable, otherwise absurd results could follow. A general objective and policy could be read as precluding a development referred to in a more specific objective and policy."

So in our view the relevant policy that justifies the proposal in general terms is policy 5 which specifically refers to the viticultural potential of the Gibbston area. Thus we find that the proposal meets the second threshold test as well.

Section 104 Considerations

We do not consider there is anything in the section 104 matters which is inconsistent with the purpose of sustainable management in Part II of the Act. The relevant paragraphs in section 104(1) are:

- actual and potential effects - para.(a);
- the proposed Otago Regional Policy Statement ("the RPS") - para.(c);
- relevant objectives, policies and rules in the transitional plan (including PC99) and the proposed plan - para.(d); and
- the consistent administration of the plan - para.(i).

Effects

We have considered the potential adverse effects into the context of the threshold tests. Careful thought has gone into the siting and design of the clusters of houses so that the open-ness of the landscape is retained as much as possible. It is important to recognize that there are, potentially, positive economic effects if



methode champenoise wine can be successfully made on the site. Other positive effects of the proposal are first, as the Historical Society pointed out, that the historic woolshed will be reconstructed and cared for and secondly that a walkway may be able to be established along the Kawarau Gorge and diverting onto the land at one point for topographical reasons. In our view, these taken together clearly outweigh the minor negative effects of the proposal if proper mitigation or avoidance measures are put in place. The main feature of the proposal needing mitigation is the placement and density of residences on the south side of the road.

First the “Olive Block” cluster at the south eastern end of the site cluster was rightly criticised by Mr Borick in his cross-examination as being spread out over 200m on the highest terrace. That is unsatisfactory, because if three large houses are built they could give the impression of a continuous line of houses - a very urban effect. However we consider the effect could be mitigated by redesigning that cluster. Secondly in the middle or “Nevis” block the western house footprint should be moved approximately 40m west so that it nestles behind the schist outcropping. Thirdly in the “Terrace” Block the outside two houses (of four) need to be concertinaed in so that all four houses are behind the schist outcropping. We are not concerned if side-yard requirements are not met [e.g. transitional plan Ordinance 6.03 (p.127)]. With the Otago vernacular building style to be used for the buildings it will not matter if there are walls close to each other or even party-walls. Again the building platforms, possibly for all four proposed houses will need to be redefined to accomplish that. These mitigation measures would be particularly important if the viticulture venture fails.

We return to the “avoidance” of adverse effects later.



The Regional Policy Statement

Section 5 of the proposed regional policy statement contains the objectives and policies relating to land. The most relevant objective is section 5 - Land:

"To protect Otago's outstanding natural features and landscapes from inappropriate subdivision, use and development". [Objective 5.4.3 (p.52)]

The relevant policy is:

"To recognise and provide for the protection of Otago's outstanding natural features and landscapes which;

- a) are unique to or characteristic of the region; or*
- b) are representative of a particular landform or land cover occurring in the Otago region or of the collective characteristics which give Otago its particular character; or*
- c) represent areas of cultural or historical significant in Otago; or*
- d) contain visually or scientifically significant geological features; or*
- e) have characteristics of cultural, historical, and spiritual value that are regionally significant for Tangata Whenua and have been identified in accordance with Tikanga Maori". [Regional Policy Statement Policy 5.5.6 (p.55)]*

We discuss these and other landscape issues in the context of Part II of the Act under the heading *"Section 105(1)(c) discretion"* below.



The Transitional and Proposed Plan

We have already found the proposal does not contravene the objectives and policies of these plans. We find it is encouraged by policies of the proposed plan. Nor do we find there to be any real conflict between the objectives and policies of the plans, so the issue of the relative weight to be given to them does not arise: we can give effect to both.

The one policy we have some difficulty with relates to visitor accommodation in the proposed plan. It states:

“ ...

2. *To limit any large new visitor accommodation activities (i.e. in excess of 20 beds) until the proposed Growth Management Strategy is completed.*” [Proposed plan p.6/22]

We will return to the effect of that policy on the proposal later.

As for the rules, the transitional plan does not specifically contemplate viticulture, and while the proposed plan does, it does not consider anything as ambitious as methode champenoise style wines. We consider this case is a true exception to the rules. The appellants were obviously concerned at the small size of the allotments - 4 ha minimum lot size (in two tied 2 ha lots in some cases as shown on page 4 of this decision). In this case the very intensive activity of viticulture justifies subdivision down to a minimum of 4 ha (10 acres) which is still self-contained in terms of controlling most residential externalities on site. We also consider that the Act itself justifies a somewhat arbitrary but definite minimum size for rural allotments in section 230 with its requirement that where an allotment less than 4 ha is created on subdivision an esplanade reserve is to be set aside.



The transitional plan [Ordinance 6.05] controls subdivision in the Rural A zone by including a rule that the resultant lots must be economic farming units. That term is defined in the definition rule as:

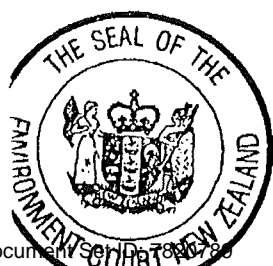
“A farm having for its primary purpose the production of matter for sale and which is the source of full-time employment for a family (one or more persons)”. [Transitional Plan Ordinance 4.1 (p.35)].

In this case the applicant acknowledged that some (most) of the property-owners may not work on the land themselves. However the evidence was that after 8 years each residential title should be generating over \$34,000 p.a. (in 1997 terms) so that the spirit of the rule if not its letter is met.

As for the relevant rules in the proposed plan (summarised earlier) which limits lots in a subdivision to a minimum size of 20 ha (with a residence as of right otherwise these too become non-complying) we consider those rules are inappropriate in this situation with such (capital-)intensive development - this case is an exception to the proposed rules. We have also some doubts as to whether the rule goes beyond what the proposed objectives and policies require.

Other Matters: Consistent Administration of the Plan

We take this issue seriously: the cases (notably in this Council’s district) are full of attempts by entrepreneurs to stretch the rules in ways that have been held to have unacceptable adverse effects. However, this case, if consent is granted, can turn on its own facts as we stated above. The specificity of the “Gibbston policy” in the proposed plan is itself a very useful method of ensuring that the spirit of the proposed plan can be carried out without using Gibbston ‘precedents’ for grape-growing ventures in the loess soils (for example) at the head of Lake



Wakatipu. We also find from the specific design evidence for the applicant that the residences will have high amenities and will be sustainable.

Section 105(1)(c) Discretion

In exercising our discretion we must have regard to the purpose of the Act as set out in Part II and in particular, under section 6(b) to the national importance of protecting outstanding natural landscapes from inappropriate subdivision use and development. However, this land - indeed the Gibbston terraces generally - are not shown in the planning maps to the proposed plan as being an “*area of outstanding landscape value*”. That would not preclude us from finding the site to be in an “*outstanding national landscape*”. However, we hold that this part of the gorge - if one stands anywhere at the side of State Highway 6 where it runs through the land and pans through 360° - is not an outstanding landscape. The landscape values are still very much worth protecting by virtue of section 7(c), the relevant objective and policy of the proposed regional policy statement and the many inter-related objectives and policies in the Council’s instruments. We find that the Wentworth proposal to subdivide and build residences only affects the foreground, and that in a way we find appropriate having regard to the grapes which could be planted as of right. We have also considered another case (but before notification of the proposed plan) involving subdivision of land at Gibbston about 1 km east of the site: *Ward et alor v Queenstown Lakes District Council* W115/95. In that case consent was granted to larger allotments with at least 3ha each in grapes and on which the working proprietors were to reside. We do not regard the smaller size and the non-working proprietors as being critical considerations under the Act that necessitate refusal in this case. Nor did the Court in that case need to refer to the rural objectives and policies in the transitional plan (quoted at p.17 of this decision) which justify this proposal.



Decision

Having regard to all the factors referred to earlier in this decision and balancing them with a sense of proportion as outlined in *North Shore City Council v Auckland Regional Council* [1997] NZRMA p.59 and *Caltex Limited v Auckland City Council* (Decision A95/97) we find in a qualified way that the consents should be granted. Consequently leave is reserved for the applicant to amend its subdivision and concept plan, and to file the amended versions with the Court. If it is accepted by the other parties it can be put in by consent, otherwise a further hearing can take place.

The exception, which we do not approve, is the proposed accommodation building. We are concerned with two aspects of this: first it is a large building and thus potentially out of scale in the landscape. Secondly while its proposed maximum number of nightly guests is 20 in total, each of the units is large (100m²) and this could easily lead to an application to increase the number of visitors - that would breach the policy of the proposed plan. Thus since the accommodation appears to be something of an add-on to the overall proposal - it is not proposed that the fourteen landowners have an interest in this title (Lots 20, 21 and 23) - we consider that consent should be refused to this part of the proposal. When the proposed plan and its policy towards tourist accommodation in rural areas is worked out the applicant or current landowner can re-apply if it wishes. In the meantime the line should be held (as in *Lee v Auckland City Council* [1995] NZRMA 241 at 261) in respect of that particular proposed policy since it is itself indefinite.

Accordingly under section 290 of the Act we make the following orders:

- (1) Land use consent is refused for the accommodation block. The Council decision is overturned and the appeal succeeds to that extent;

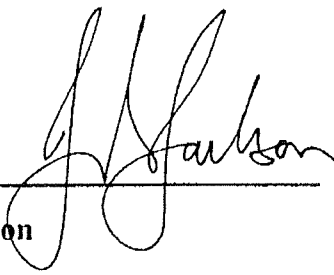


- (2) All other consents sought are granted subject to:
 - (a) amended plans being drawn up as specified above and as approved by the Court in due course; and
 - (b) amended conditions to give effect to this decision being approved by the Court; and
 - (c) the Court being satisfied about the changes (discussed at the hearing) to the lease documents between the proprietors' company and Wentworth;
- (3) Leave is reserved to all parties to make submissions on 2(a)-(c) if they consider the amended plans, the existing or new conditions and/or lease arrangements are not consistent with the spirit of this decision.
- (4) We add that the following consequential matters will also need to be addressed:
 - (a) When the amended plans are being prepared, thought should be given to the screening of carparking from the road and the formalising of a walkway or easement through Lot 21 to enable public access along the Kawarau River without expensive bridging on the reserve;
 - (b) The design controls for buildings may also need to be reconsidered;
 - (c) There will be amended reserve fund contribution assessments;
 - (d) Finally condition 8 of the land use consent should be amended to show that not only are the grapes to be planted but all aspects of the grape-growing components of the posts and wires as well as all other business between any residence is commenced (other than managers' accommodation) installed.
- (5) Costs are reserved as Mr Marquet and Ms Dewar requested. However our preliminary view is that they should lie where they fall because the

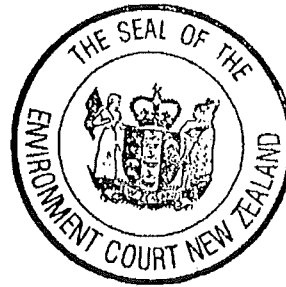


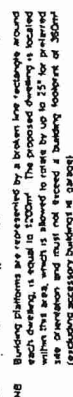
appellant has not been wholly unsuccessful and issues of real interest to the district and its survival as a tourist destination were involved.

DATED at CHRISTCHURCH this 24th day of December 1997.



J.R. Jackson
Environment Judge





DEVELOPMENT PLAN

Frederick and Deane, 100 Wall Street, New York, N. Y.

Scale 1, 2000 H-10-Q-017/3 Date Mar 1994

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Decision No: C 75 /98

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an appeal under section 120 of the
Act

BETWEEN

WAKATIPU ENVIRONMENTAL
SOCIETY

RMA 374/97

Appellant

AND

QUEENSTOWN LAKES
DISTRICT COUNCIL

Respondent

AND

WENTWORTH PROPERTIES
LIMITED

Applicant

BEFORE THE ENVIRONMENT COURT

Environment Judge J R Jackson
Mrs J Kearney

HEARING at **QUEENSTOWN** on the 25th and 26th days of June 1998

COUNSEL

Ms A Dewar for the applicant
Mr A J Logan for the respondent
Mr A H Borick and Mr W G Nagle for the appellant



DECISION AS TO CONDITIONS AND COSTS

Introduction

1. The Court issued its interim decision (Decision No: C135/97) on 24 December 1997. The parties have been unable to agree on conditions since then so we have conducted a hearing to settle the conditions and hear argument on costs. At the hearing a number of conditions were amended by consent or at least without opposition from the other parties and we deal with those at the end of the decision. There are two sets of disputed conditions:

- the location of house sites on Lots 1-3 and 6-9 on the subdivision plan;
- the imposition of a condition controlling garden landscaping for each household allotment.

Location of house sites

2. In its interim decision the Court stated:

"The main feature of the proposal needing mitigation is the placement and density of residences on the south side of the road.

First the "Olive Block" cluster at the south eastern end of the site cluster was rightly criticised by Mr Borick in his cross-examination as being spread out over 200m on the highest terrace. That is unsatisfactory, because if three large houses are built they could give the impression of a continuous line of houses - a very urban effect. However we consider the effect could be mitigated by redesigning that cluster. Secondly in the middle or "Nevis" block the western house footprint should be moved approximately 40 m west so that it nestles



behind the schist outcropping. Thirdly in the "Terrace" Block the outside two houses (of four) need to be concertinaed in so that all four houses are behind the schist outcropping."

3. At the resumed hearing we heard submissions from both the appellant and the applicant about what was appropriate on the findings in our earlier decision and we heard evidence from Mr Thomson, the landscape architect for the applicant, and also from Mr R Kruger, the equivalent for the appellant. Mr Thomson produced a revised development plan ("the plan"). This showed certain changes for the three blocks to the south of the road which we discuss in turn. Each house site is to be defined by a footprint of $1,200\text{m}^2$ ($40 \times 30\text{m}$) within which any house (comprising not more than 360m^2) and accessory buildings are to be sited.

"Nevis Block"

4. The plan shows that the house footprint for Lot 5 has been moved approximately 14 metres west. That is acceptable to all parties and accords with our earlier decision.

"Terrace Block"

5. The plan has not been altered in the way that we envisaged in respect of the Terrace Block. Previously the four potential houses in this block had their footprints actually sitting on the rock outcrops. We asked that they be partially concealed behind the outcrops. Three footprints have been adjusted so that the footprints abut rather than cover the rock outcrops. The anomalous footprint is for Lot 7 which has been pushed approximately 10 metres north and in front of the rock outcropping rather than behind. It is hard to see that as being totally within the spirit of the decision. Curiously,



however, it is the one footprint for the Terrace Block on which the parties are agreed. Mr Kruger for the appellant considered that the Terrace Block can only "absorb" two houses and then only by placing both houses in front of the rock outcropping. Thus the footprint for Lot 7 meets his criterion. He criticised the other three proposed houses because they did not fit within his concept. Mr Thomson on the other hand, whilst agreeing that one house was suitable in front of the rock outcropping for Lot 7, had placed the other three behind the rock outcropping since there is a hollow behind the rock outcropping which means that the house sites are somewhat below the top of the schist outcrop.

6. We consider that any house on the proposed footprint for Lot 7 will be quite obtrusive but since the witnesses are agreed that the effects are acceptable we are not prepared to substitute our view for that of the witnesses for the parties. As for the houses on Lots 6, 8 and 9 we find the footprints for Lots 8 and 9 are acceptable. We had some concerns about Lot 6 as to whether its footprint should be moved still further west into the hollow containing the footprint for Lot 9 but are satisfied on the evidence that it will not be unduly obtrusive for people travelling along the state highway.
7. In coming to that conclusion we are preferring the evidence of Mr Thomson over that of Mr Kruger. We have some difficulties in this particular landscape, with the idea that placing houses in front of the rock outcrops will allow them to be 'visually absorbed' as Mr Kruger put it. The particular problems are that:
 - Wherever the houses are sited they will not be on the skyline from the road. The actual skyline is the mountain ridge several kilometres to the south of the site;



- Placing buildings in front of the rock outcrops brings them so much closer to the state highway and therefore they are more obtrusive visually;
- Placing the buildings behind the rock outcrops will mean that they obtrude less into the view since at least part of the buildings will be below the rocks, especially since the building and roofing materials have been chosen to blend into the landscape.

The applicant volunteered to have the levels of the footprints defined and we think that is a constructive suggestion which should be incorporated in the conditions.

"Olive Grove Block"

8. There was also an issue as to the siting of dwellings on Lots 1 to 3. In a further amendment of the plan the footprint for the house on Title 3 has been relocated to a depression on a lower terrace. It is now closer to State Highway 6 but partially screened from it by an intervening fold in the land. That goes some way towards alleviating the problem but on balance we agree with Mr Kruger it does not go far enough. There will still be an appearance of three houses in a line from the state highway. The fact that one house is closer to the highway will not be very obvious although the fact that it is lower will be and of course it will be partly screened by the intervening higher ground.
9. After an adjournment we asked for a further amendment of the plan which is now annexed to this decision. It shows the footprints and necessary boundary changes which we are prepared to approve. The footprint for Lot 1 is now roughly where Lot 2's footprint was and the footprint for Lot 2 has



been moved closer to the footprint for Lot 3. The effect should be to cluster and thereby minimise any urban effect resulting from the three houses in the Olive Grove Block.

Landscaping

10. The other issue on which there was disagreement at the hearing was on whether there should be landscaping conditions so far as the dwellings on the proposed residential allotments were concerned. The applicant suggested various conditions which it said were mainly necessary to meet horticultural requirements so that amongst other things grape vines would not be shadowed. In particular it sought a restriction on trees growing over 7 metres (the maximum height of buildings is to be 6 metres).
11. The appellant does not like the idea of such restrictions especially if it led to unsightly topping of trees. The appellant is more concerned about other aspects of landscape aesthetics. Mr Kruger wanted a prohibition on trees with golden variegated or purple leaves. He also proposed a list of excluded species. Imposing a condition about the latter is easy (if necessary) because the applicant also wished to exclude some species that might escape and spread like weeds over the landscape.
12. While we have real sympathy for the appellants' aesthetic concerns, in the circumstances we consider that it would be inappropriate to impose a condition in this case especially since garden landscaping was not even implicitly the subject of the permission to make further submissions. Further safeguards for the wider landscape are unnecessary in this case because here it is a contractual matter for the applicant to strike a balance between viticultural (and other) interests and residential interests so that the former are not compromised. The applicant is proposing to impose various



covenants on the land anyway. In the circumstances we do not consider it appropriate to add any further conditions to the land use consent in respect of landscaping.

Costs

13. Ms Dewar on behalf of the applicant submitted that costs should be ordered to be paid by the Society to the applicant on the grounds:

- (a) that the appeal was unsuccessful;
- (b) that the appellant did not take part in the hearing before the Council;
- (c) that the appellant did not address the proper issues in relation to the Court's interim decision but still acted as if it wanted to stop all residential development of the appeal site.

14. For the Council Mr Logan formally applied for costs but accepted that some progress had been made by the appellant in prosecuting the appeal and that there were real issues before the Court. We agree with that concession which to some extent weakens Ms Dewar's application. The appellant was raising matters of real concern about the landscape of a sensitive area which is the gateway to landscapes of national significance.

15. For the Society Mr Borick applied for an order for costs against the applicant in relation to the hearing as to conditions on the grounds that the applicant had not taken in the spirit of the decision but was still trying to obtain basically the same kind of development as in its original proposal. There is some strength in that point since the first revised development plan (not the version attached to this decision) did not go very far. Even now the decision we have made as to the placing of houses on the olive block



represents the outer limits of what we envisaged to. Similarly, as we have expressed earlier in this decision, we are concerned about locating a house in the terrace block which is in front of the rock outcropping. We did not intend that to occur when we signed the interim decision but in view of the position taken by the landscape witnesses at this hearing we have, as explained above, allowed the parties to agree on the location of the house on Lot 7.

16. As for Ms Dewar's second point in support of the application for costs, it does appear that some of the Society's representatives were at the Council hearing although they did not speak. Its advocate Mr Nagle was unable, for mechanical reasons, to be at the hearing but he did fax a submission to the Council. Ms Dewar criticised even that because the case and the evidence given by the appellant at the substantive hearing before us was obviously much more extensive than that. There is some strength in what she says but in the circumstances we do not consider that goes far enough to entail that costs should actually be given to the applicant.
17. As for Ms Dewar's third submission that the appellant did not try to propose conditions in the spirit of the Court's interim decision but instead was still preoccupied with opposing all residential development: certainly there is some correspondence between the parties which suggests that. But there is also other correspondence that points out with some force that the applicant itself was not moving very far towards meeting the intention of the interim decision.
18. On balance we hold:
 - (a) that it would not be appropriate to order costs in respect of any party in respect of the substantive decision;



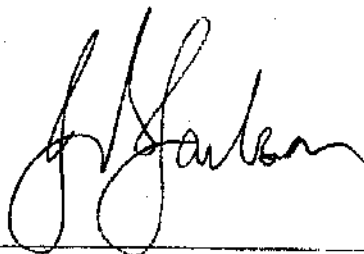
- (b) it would not be fair and/or just to award costs in respect of the hearing as to the conditions either.

Decision

Accordingly we order:

1. The development plan attached to the application is deleted and the attached development plan is substituted.
2. A schedule of the resource consents granted to the applicant, with amended conditions as referred to in this decision, is attached for convenience.
3. Leave is reserved to any party to apply to the Court in respect of any defects or omissions in the conditions.
4. Each party should bear its own costs.

DATED at CHRISTCHURCH this 3rd day of July 1998.



J R Jackson

Environment Judge



Schedule of Amended Consents

[A] Land use consent

The application for land use consent is granted in terms of sections 104 and 105 of the Resource Management Act 1991 ("the Act") subject to the following conditions imposed pursuant to section 108 of the Act. In accordance with section 125 of the Act 1991 the period within which this consent shall be given effect to shall be 5 years from the date of commencement of this consent.

Conditions

1. All engineering works shall be carried out in accordance with the Queenstown Lakes District Council's ("the Council") policies and standards being:
 - New Zealand Standard 4404:1981 with the amendments to that standard adopted on 1 June 1994, together with:
 - associated standards and Codes of Practice which meet the acceptance of the Council's Operations and Infrastructural Assets Manager.
2. That the activity is to be undertaken in general accordance with the plans and specifications submitted with the application provided that:
 - (a) the amendments required by the following conditions of consent shall prevail in the event of any conflict;
 - (b) the overall concept plan shall be substituted by the revised development plan attached.



3. Prior to the commencement of any works on the land being developed, the applicant shall in accordance with Condition 1, provide to the Queenstown Lakes District Council for approval by the Council's Operations and Infrastructural Asset Management Department ("Operations Department") and Environmental Health Officer and in accordance with the consents granted by the Otago Regional Council, copies of specifications, calculations and design plans as are considered by Council to be both necessary and adequate to detail the following engineering works required:
- (a) The provision of a water supply reticulation system to service the development to a volume of not less than 651,000 litres per day.
 - (b) The provision of a foul effluent drainage system to service the development.
4. Prior to the commencement of any works on the land, the applicant shall, to comply with Condition 1, provide to the Council for approval by the Council's Operations Department, copies of such specifications, calculations and design plans as are considered by Council to be both necessary and adequate to detail the following engineering works required:
- (a) The provision of sealed access and car parking to the development. Access from the state highway is to be in accordance with the requirements of Transit New Zealand and Transit New Zealand diagrams for highway access;
 - (b) The provision of underground power and telephone services to the development.



5. All approved engineering works for conditions 3 & 4 are to be completed to the satisfaction of the Council's Operations Department.
6. (1) The provision of a detailed Landscape Plan showing details and locations of plantings and formation of the proposed walkway prior to the construction of any dwellings or associated accessory buildings.
- (2) This plan is to be certified by the District Planner as giving detailed effect to:
- (a) the Concept Landscape Plan submitted with the application;
 - (b) as qualified by these conditions.
- (3) For the avoidance of doubt the winery carpark shall be screened from the state highway by a 1.8 metre high trellis in addition to the amenity planting.
7. The consent-holder shall submit "as-built" plans and information required detailing all engineering works completed in relation to or in association with this development.
8. That no dwelling is to be constructed before the viticulture operation (being the establishment of poles and trellises, irrigation to individual plant sites and the planting of all grapevines of the proposed varieties) is established on 20 hectares of land contained on Lots 1,2,3,4,5,10,11,12,13 & 14
9. That no dwelling is to be constructed on Lots 6,7,8 & 9 before the viticulture operation (being the establishment of poles and trellises, irrigation to individual plant sites and the planting of all grapevines) is established on 10 hectares of land on the same Lots



10. (1) That the number of dwellings on the land is limited to 15 and they are to be located within the building platforms (or footprints) identified in the revised development plan attached.
- (2) The building platforms and their height above a defined datum are to be identified on the title plan.
11. That all buildings shall be constructed in accordance with the design controls contained below:

DESIGN CONTROLS

- (1) In no event shall any dwelling:
- be located in an area other than within a building platform identified on a survey plan in accordance with the revised development plan attached
 - exceed a maximum of 360m² in ground floor area.
- (2) In no event shall any building:
- be more than 6m in height.
 - be constructed of materials other than local stone, or rough textured plaster for the wall cladding;
 - be constructed to a level of greater than one and a half storeys, with the exception [of] a second story located within a limited stud height with sloping internal ceilings and dormers.
 - be constructed of roofing material other than corrugated iron, slates or shingles;
 - have roofs, gutterings and downpipes which are constructed of materials which are not either in their natural finish (ie, slate shingles) or painted colour steel sandstone or birch grey;



- be painted a colour other than those stipulated by the Queenstown Lakes District Council colour palette for windows trim, door trim, verandahs and other decorative features;
- accessory to a dwelling
 - (a) exceed 30m² (standard double garage and workshop).
 - (b) be painted a roof colour which differs from that of the dominant building.
- contain either window or door openings (measured to the outside of the window or door frames) which comprise more than 20% of a wall area on any one plane of an elevation (excluding wall areas under verandahs or pergolas).
- contain either window or door openings (measured to the outside of the window or door frames) which constitute more than 80% of a wall area on any one plane of an elevation under verandahs or pergolas.
- contain dormer windows sited closer than 1.5m (measured horizontally) from a gable end, a valley gutter or a hip.
- contain dormer window structures which have a width of greater than 1.5m.
- contain more than 2 dormer windows, provided that no accessory building shall contain a dormer window.

(3) Any building shall:

- have walls which are painted, stained or plastered Resene Squirrel 08B21; Resene Brandy 06C33, or Resene Twine 08C35, with the exception that this does not apply to stone walls.
- be constructed of primary roof pitch within the range of 30 degrees and 35 degrees. For the purpose of these controls primary roof pitch is defined as "that area of pitched roof which has a minimum area of 75% of the total roof area" and secondary roof pitch is



defined as "the balance of roof pitches which are not primary roof pitches".

- be built so that all window openings are a minimum distance of 1.2m from any external corner provided that the location of window openings will not be restricted on an 'internal' corner.
- (4) Provided that alterations to the Kowarau Woolshed and the accommodation building shall comply with any written requirements of the Historic Places Trust rather than the above design controls.

12. That condition 11 shall be complied with on an on-going basis pursuant to section 108(1)(c) of the Resource Management Act 1991 by registering it as a covenant on the title of each lot.

13. (1) There shall be no blasting or removal of rock except on building footprints.
- (2) With respect to lot 3 the raised earth bank in front of the building footprint shall not be removed or lowered.
14. Except on the boundaries of the land, there shall be no fencing other than within any building platform. Any such internal fence shall be constructed in natural stone or wrought iron provided that this condition shall not apply to the fencing of any swimming pool.

[B] Subdivision consent

The application for subdivision consent is granted in terms of sections 104 and 105 of the Resource Management Act 1991 subject to the following conditions imposed pursuant to sections 108 and 220 of the Act. The subdivision consent



shall commence, pursuant to section 116(1) of the Resource Management Act 1991, when the applicant has certified, to the satisfaction of the Council, that 20 hectares of land in Lots 1,2,3,4,5,10,11,12,13 & 14 has been established as the proposed viticulture activity, being the establishment of poles and trellises, irrigation to individual plant sites and the purchase and possession of vines to establish the viticulture land use.

Conditions:

1. All engineering works shall be carried out in accordance with
 - Queenstown Lakes District Council's policies and standards, being New Zealand Standard 4404:1981 with the amendments to that standard adopted on 1 June 1994; together with
 - associated standards and Codes of Practice which meet the acceptance of Council's Operations Department Manager.
2. Prior to the commencement of any works on the land being developed, the applicant shall, in accordance with Condition 1, provide to the Queenstown Lakes District Council for approval the Council's Operations and Infrastructural Asset Management Department and Environmental Health and in accordance with consents granted by the Otago Regional Council, copies of specifications, calculations and design plans as is considered by Council to be both necessary and adequate to detail the following engineering works required:
 - (a) The provision of a water supply reticulation system to service the subdivision to a volume of not less than 652,000 litres per day.
 - (b) The provision of a foul effluent drainage system to service the subdivision.



3. Prior to the commencement of any works on the land being developed, the applicant shall, in accordance with Condition 1, provide to the Queenstown Lakes District Council for approval the Council's Operations and Infrastructural Asset Management Department and Environmental Health and in accordance with consents granted by the Otago Regional Council, copies of specifications, calculations and design plans as is considered by Council to be both necessary and adequate to detail the following engineering works required:
 - (a) The provision of sealed access and carparking to the subdivision;
 - (b) Access from the state highway is to be in accordance with the requirements of Transit New Zealand;
 - (c) The provision of underground power and telephone services to the subdivision;
 - (d) The provision of a stormwater system services to the subdivision.

4. Prior to certification pursuant to Section 224(c) of the Resource Management Act 1991, the applicant shall complete the following:
 - (a) The provision of a sanitary sewer connection to each lot;
 - (b) The provision of a separate 20mm water supply connection for each lot;
 - (c) The completed works as specified in Conditions 2 & 3;
 - (d) The provision of a stormwater discharge connection to each lot;
 - (e) The submission of "as-built" plans and information required to detail all engineering works completed in relation to or in association with this subdivision.



5. That the proposed and appropriate easements including easements in gross for Central Electric's 11kV reticulation, be duly granted or reserved.
6. That lot 22 (access lot) be held as to six undivided shares by the owners of Lots 10 & 19, 11 & 18, 12 & 17, 13 & 16, 14 & 15 and 20, 21, & 23, as tenants in common in the said shares and that individual certificates of title be issued in accordance therewith.
7. That lots 10 and 19 be held in the same certificate of title.
8. That lots 11 and 18 be held in the same certificate of title.
9. That lots 12 and 17 be held in the same certificate of title.
10. That lots 13 and 16 be held in the same certificate of title.
11. That lots 14 and 15 be held in the same certificate of title.
12. That lots 20, 21 and 23 be held in the same certificate of title.
13. That allotments 24-36 are not part of this subdivision consent and are not to be shown on the plan of subdivision. (Road stopping procedures are undertaken outside the subdivision consent and that land may be amalgamated with adjoining titles at the time of road stopping).
14. The survey plan shall define
 - (a) the footprints of 1200m² for houses on Lots 1-9
 - (b) the height of the lowest point of each footprint above a defined datum.



15. (1) That on the request of the Department of Conservation an easement in gross of maximum 3 metres width aligned at the northern boundary of Lots 15,16,17,18,19,20,21 & 23 shall be granted or reserved at the cost of the applicant.
- (2) The applicant shall inform the Department of Conservation in writing of this condition of consent and the Department shall have 3 months within which to notify the applicant to grant or reserve the easement.
- (3) Nothing in this condition shall oblige the Department to form or maintain a track on the walkway on the easement.
16. This consent is without prejudice to the consent holder's right to apply to the Council for a subdivision consent that simplifies the land-tenure arrangements (provided that does not affect the land use consent simultaneously granted to the applicant).



BC200455

APPROVED

Queenstown Lakes District Council

STORM WATER SOAKAGE

Queenstown Lakes District Council

Refer to CS 4.4 Stormwater Soak Pit Calculation Form from Queenstown District Council.

Using E1/VM1:

The volume of storage required in the soak pit, Vstor (m3), shall be calculated by:
Vstor = Rc – Vsoak

Rc = 10CIA
Rc = 10 * 0.9 * 15.3 * 0.0323ha = 4.45

Vsoak = AspSr/1000
Vsoak = 7 * 30 / 1000 = 0.21

Vstor = Rc – Vsoak
Vstor = 4.45 - 0.21 = 4.24m3

0.61m Deep x 2.80m Wide x 2.50m long
Depth of top soil = 0.3m

Depth in meters below ground level = 0.91m

All driveways are permeable. No sumps required.

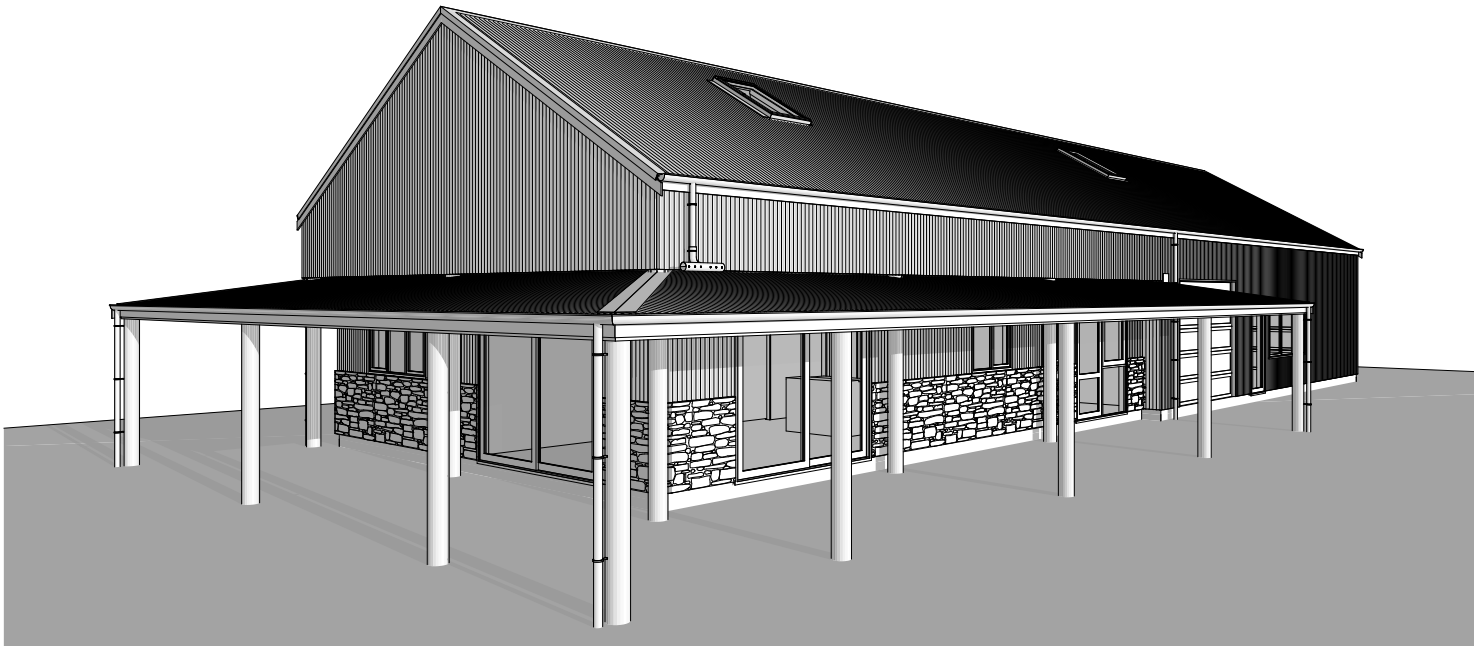
Earthworks Note:
Alluvial silt to be removed and replaced with engineered fill. Refer to geotechnical report for details.

SITE NOTES:

Gibbston Highway, Gibbston
Territorial Authority: Queenstown Lakes District

LEGAL DESCRIPTION:
LOT 5
DP 27121

Site Area: 47,703m²
Site Coverage: 323.22m² - 1%
Planning Zone: Gibbston Character
Earthquake Zone: Zone 2
Corrosion Zone: Zone B
Climate Zone: Climate Zone 3
Wind Zone: Very High



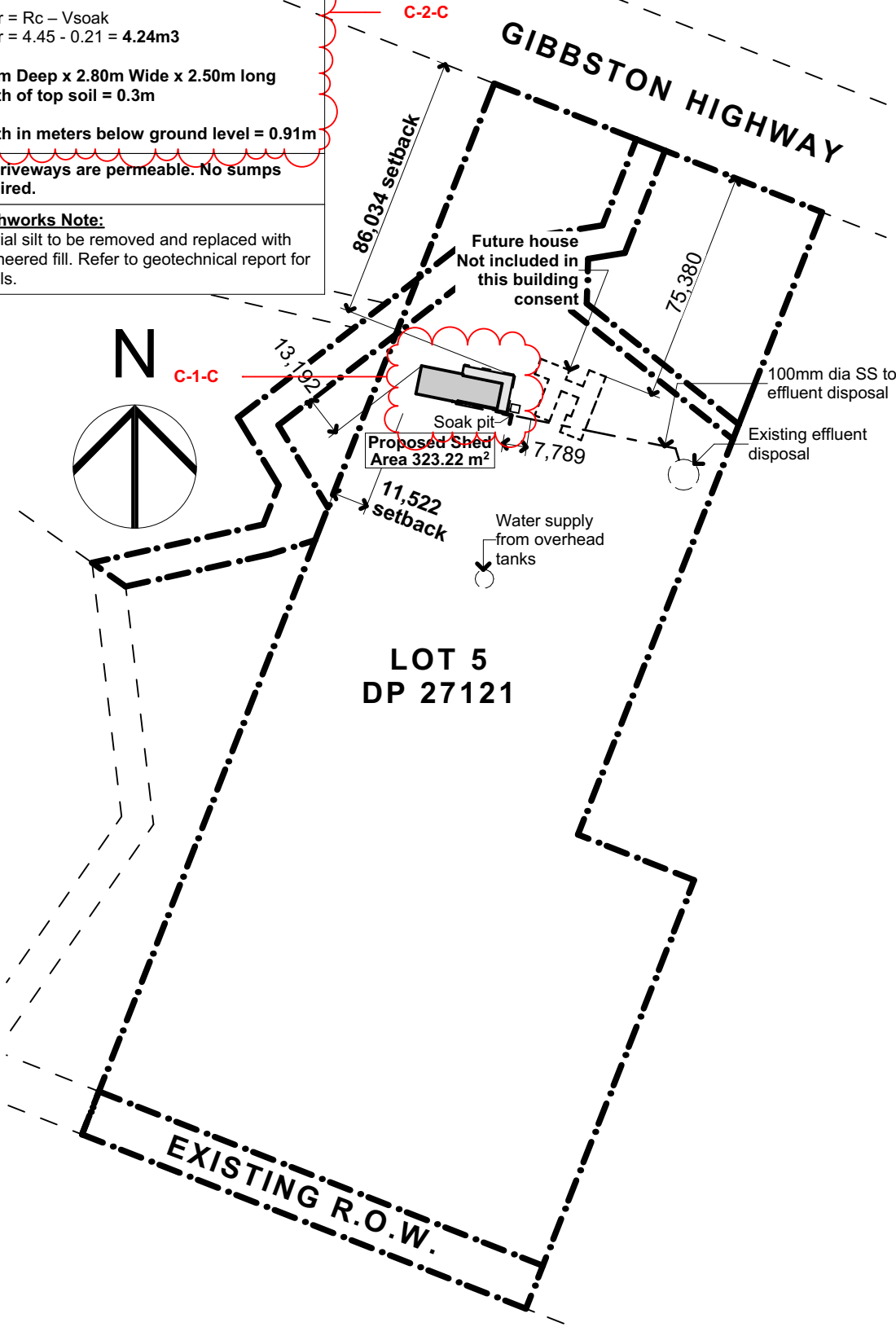
2 North Perspective



3 South Perspective



4 Site Location Plan 1:10000



1 Site Plan 1:2000

Sheet Index - Building Consent	
Layout ID	Layout Name
BC01	Cover Page & Site Plan
BC02	Slab Foundations & Drainage Plan
BC03	Floor Plan
BC04	Bracing Plan
BC05	Frame Plan
BC06	Roof Plan
BC07	Elevations
BC08	Sections 1
BC09	Sections 2
BC10	External Joinery Schedule
BC11	Internal & Garage Door Schedule
BC12	Foundation & Wall Details
BC13	Wall, Roof & Farm Building Details
BC14	Skylight Details
BC15	Joinery Details
BC16	MITEK Lintel Fixing Schedule
BC17	MITEK Lintel Fixing Guide
BC18	Timber Treatment Schedule
BC19	Additional Details
BC20	NZS3604 Tables

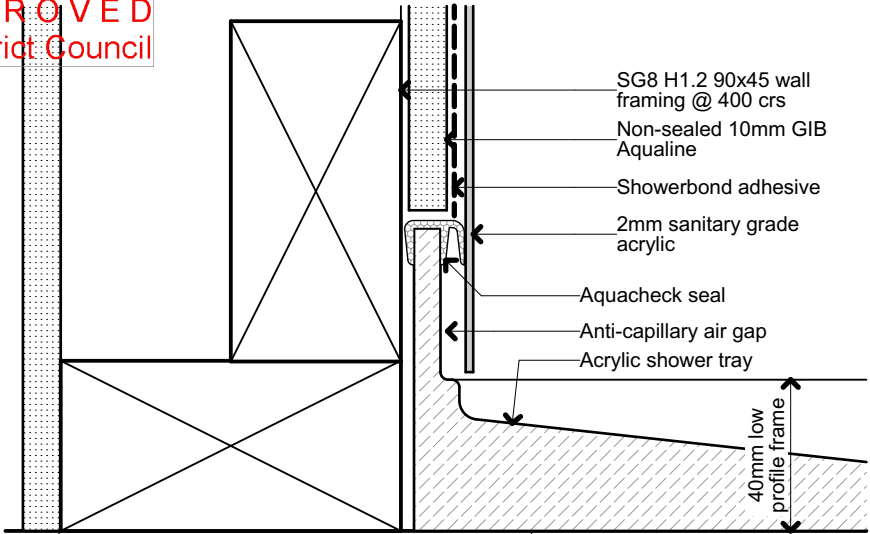
RevID	ChID	Change Name	Date
0			13/03/2020
A	A-1	Future house note	22/04/2020
	A-2	Permeable driveways note	10/08/2020
B	B-1	Earthworks note	20/08/2020
C	C-1	Soak pit relocated	28/08/2020
	C-2	Stormwater Soakage Calculation	

New Shed and Holiday Accomodation
Gibbston Highway, Gibbston
for Pringle Trustee Ltd

SHEET	SHEET TITLE:	REVISION #:	ISSUED:	JOB NO.:
	Cover Page & Site Plan	REV C	28/08/2020	19077
BC01				

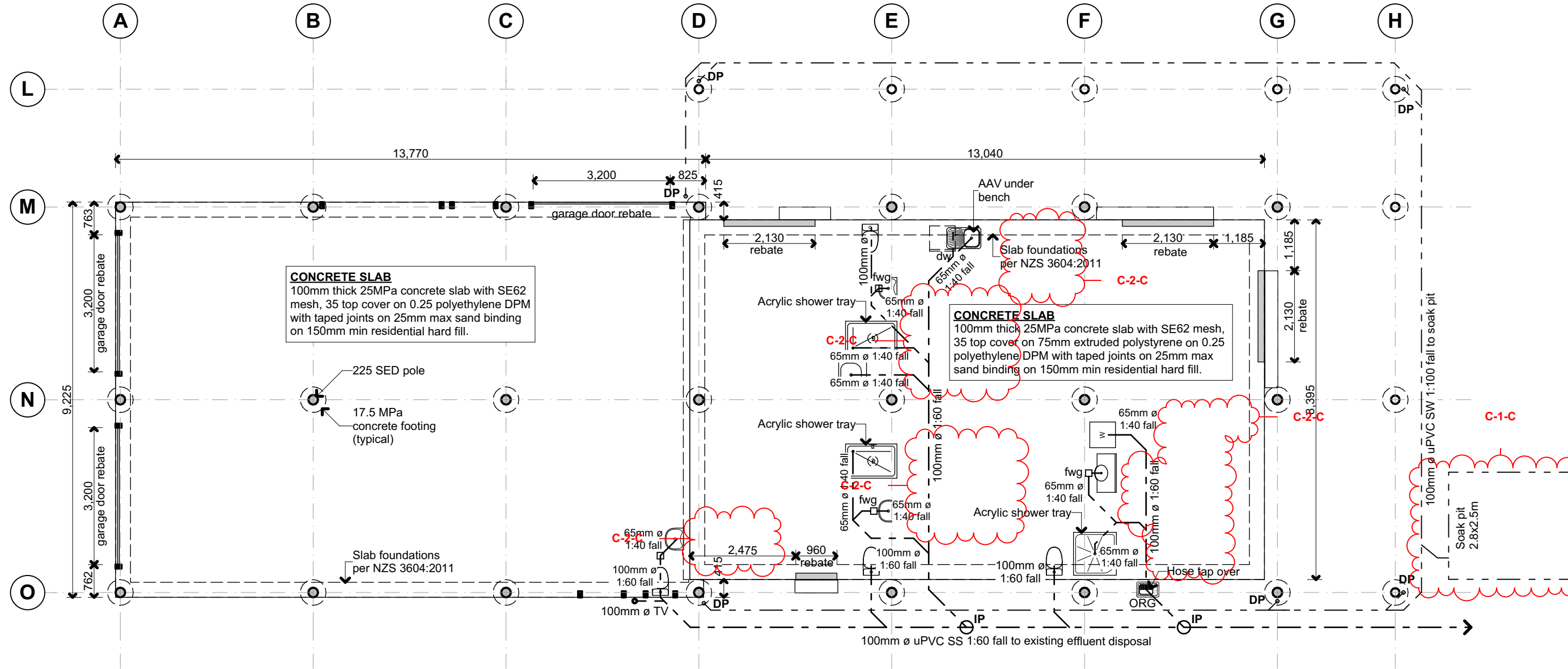


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2 Wet Area Details 1:2

RevID	ChID	Change Name	Date
0			22/04/2020
A	A-1	Added FWG	10/08/2020
	A-2	Added inspection point	
	A-3	Pipe gradient changed to 1:60	
	A-4	Added terminal vent	
B	B-1	Earthworks note	20/08/2020
	B-2	Indicated pipe gradient	
	B-3	Indicated TV size	
C	C-1	Soak pit relocated	28/08/2020
	C-2	Added discharge pipe gradient	



1 Slab and Drainage Plan 1:100

New Shed and Holiday Accomodation

Gibbston Highway, Gibbston

for Pringle Trustee Ltd

SHEET	SHEET TITLE:			
	Slab Foundations & Drainage Plan			
	REVISION #:			
	REV C			
			ISSUED: 28/08/2020	JOB NO.: 19077

BC02



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EARTHWORKS
All unstable materials identified in foundation excavations, particularly those softened by exposure to water, should be undercut and replaced with engineered fill during construction. Any fill that is utilised as bearing for foundations should be placed and compacted in accordance with NZS 4431:1989 and certification provided to that effect.

FALL TO FLOOR WASTE
1:60 fall to FWG in tiled floors in all wet areas.

PIPES THROUGH FOOTING
Allow for 30mm clearance between pipes and footing.

SLAB REBATES
Rebate sizes to be confirmed by joinery mfg and builder prior to commencement of building works. Any updates and revisions to be discussed with the designer prior to execution of works.

WALL LEGEND
Exterior Wall
Schist veneer (refer to Elevations for cladding locations) on 20mm cavity on 7mm ecoply barrier on SG8 H1.2 90x45 wall framing @ 300 crs with R2.8 Terra Lana insulation on wall cavities and lined internally with 10mm standard GIB or 10mm GIB Aqualine on wet areas

Vertical corrugated metal cladding (refer to Elevations for cladding locations) direct fixed on 7mm ecoply barrier on SG8 H1.2 90x45 wall framing @ 300 crs with R2.8 Terra Lana insulation on wall cavities and lined internally with 10mm standard GIB or 10mm GIB Aqualine on wet areas

Sound-rated GBTLA 60 wall system

Interior Wall

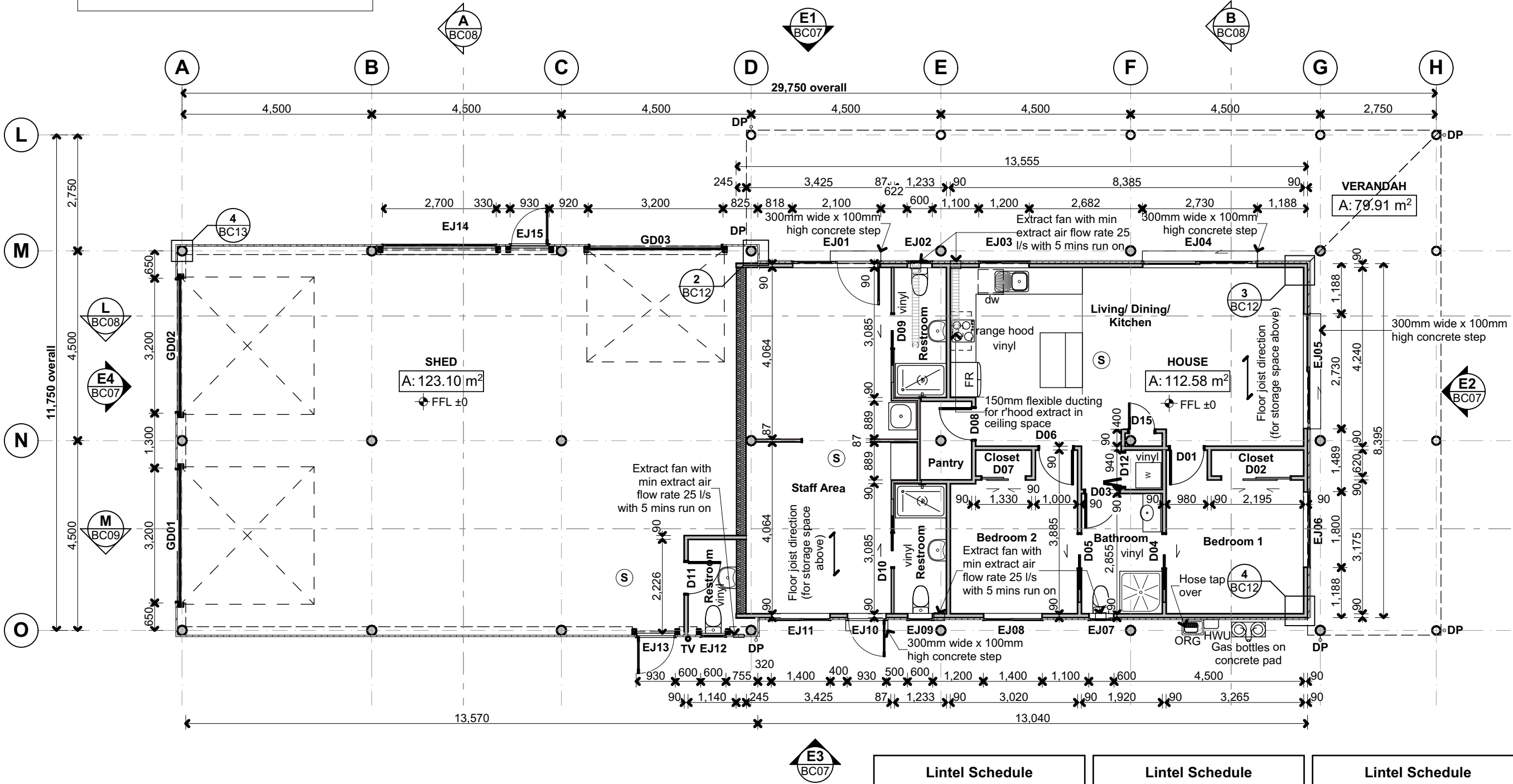
SG8 H1.2 90x45 wall framing @ 400 crs lined with 10mm standard GIB or 10mm GIB Aqualine on wet areas

GBSL 60b fire-rated wall system

225 SED pole

200 SED pole

RevID	ChID	Change Name	Date
0			13/03/2020
			22/04/2020
A	A-1	Added extract fans	10/08/2020
	A-2	Added smoke alarms to shed and staff area	
	A-3	Specified sound-rated and fire-rated walls	
	A-4	Wall stud size and spacing	
B	B-1	Flexiduct for r'hood extract	20/08/2020
	B-2	300mm wide x 100mm high concrete step	
	B-3	Floor finish to wet areas	



1

Floor Plan

1:100

Lintel Schedule		
Joinery ID	Lintel Size	Fixing Type
EJ13	2/90x45 SG8	Type F
EJ14	2/240x45 SG8	Type H
EJ15	2/90x45 SG8	Type F
GD01	2/290x45 SG8	Type H
GD02	2/290x45 SG8	Type H
GD03	2/290x45 SG8	Type H

Lintel Schedule		
Joinery ID	Lintel Size	Fixing Type
EJ07	2/90x45 SG8	Type F
EJ08	2/140x45 SG8	Type F
EJ09	2/90x45 SG8	Type F
EJ10	2/90x45 SG8	Type F
EJ11	2/140x45 SG8	Type F
EJ12	2/90x45 SG8	Type F

Lintel Schedule		
Joinery ID	Lintel Size	Fixing Type
EJ01	2/190x45 SG8	Type G
EJ02	2/90x45 SG8	Type F
EJ03	2/140x45 SG8	Type F
EJ04	2/190x45 SG8	Type H
EJ05	2/240x45 SG8	Type H
EJ06	2/140x45 SG8	Type F

SHEET TITLE:

Floor Plan

REVISION #:

REV B

ISSUED: 20/08/2020

JOB NO.: 19077

SHEET

BC03



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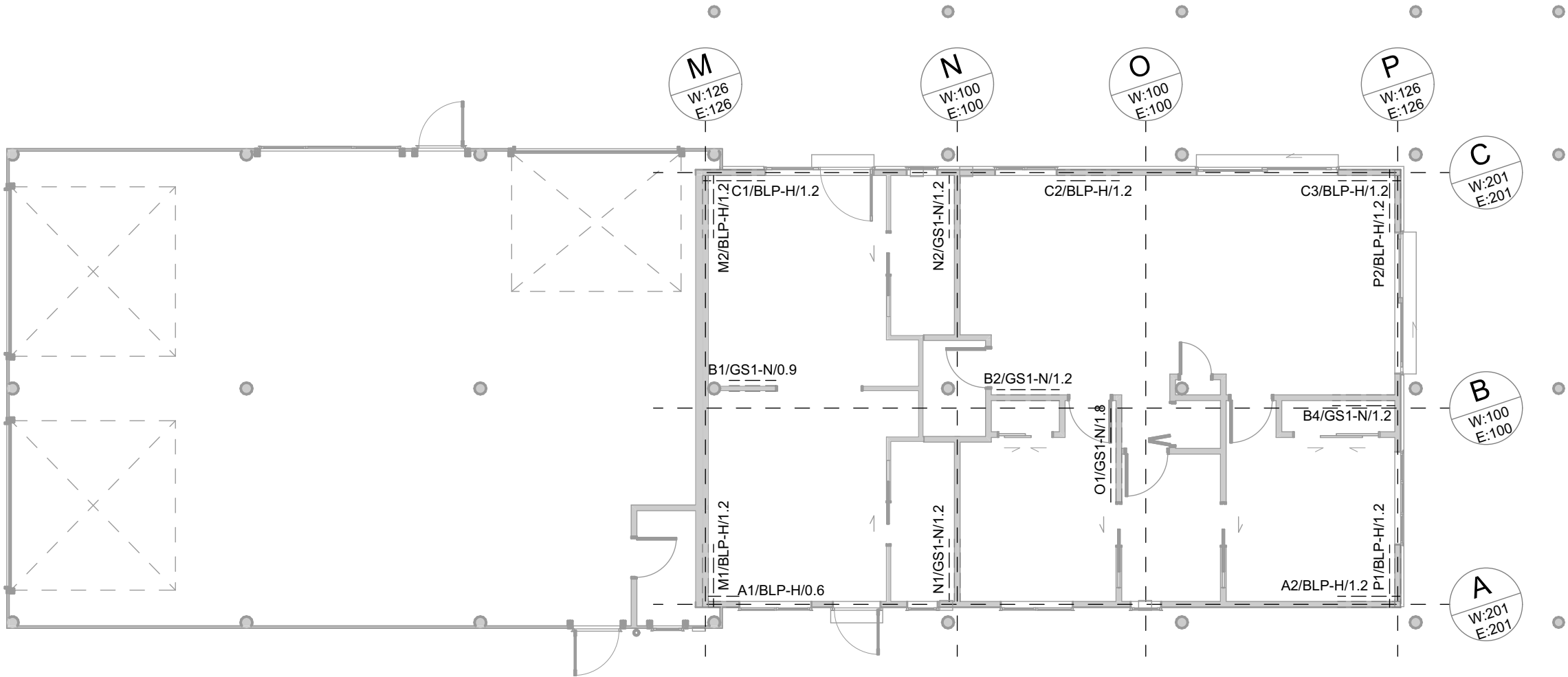
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New Shed and Holiday Accomodation
Gibbston Highway, Gibbston
for Pringle Trustee Ltd

BRACING CALCULATIONS			TABLE: Default
Location of Storey	Single	Wind Zone	Very High
Room in Roof Space	No	Earthquake Zone	2
Building Width (BW)	8.4m	Soil Class	A - Strong Rock
Building Length (BL)	13.4m		
Gross Floor Area (GFA)	112.6m2	W along	46BU/m
Floor Height to Apex	3m	W along x BW	382BU
Roof Height Above Eaves	0m	W across	46BU/m
Roof Pitch	0 - 25°	W across x BL	610BU
Roof Style	Gable		
Double Top Plate	No	EQ	3BU/m2
Floor Load	2kPa	EQ x GFA	338BU
Cladding Weights:			
- Subfloor	Concrete Floor		
- Wall	Medium		
- Roof	Light	Calculations based on NZS3604:2011	

BRACING ALONG											
Required			Provided							Achieved	
Line	W BU	EQ BU	Brace Type		W BU/m	EQ BU/m	Length m	Height m	Angle	W BU	EQ BU
A	201	201	A-1	BLP-H	135	135	0.6	2.4	-	80	80
			A-2	BLP-H	150	150	1.2	2.4	-	180	180
										260	260
B	100	100	B-1	GS1-N	50	55	0.9	2.4	-	45	50
			B-2	GS1-N	70	60	1.2	2.4	-	84	72
			B-4	GS1-N	70	60	1.2	2.4	-	84	72
										213	194
C	201	201	C-1	BLP-H	135	135	1.2	2.4	-	160	160
			C-2	BLP-H	150	150	1.2	2.4	-	180	180
			C-3	BLP-H	150	150	1.2	2.4	-	180	180
										520	520
Total								Achieved		993	974
								Required		382	338

BRACING ACROSS											
Required			Provided							Achieved	
Line	W BU	EQ BU	Brace	Type	W BU/m	EQ BU/m	Length m	Height m	Angle	W BU	EQ BU
M	126	126	M-1	BLP-H	150	150	1.2	2.4	-	180	180
			M-2	BLP-H	150	150	1.2	2.4	-	180	180
										360	360
N	100	100	N-1	GS1-N	70	60	1.2	2.4	-	84	72
			N-2	GS1-N	70	60	1.2	2.4	-	84	72
										168	144
O	100	100	O-1	GS1-N	70	60	1.8	2.4	-	126	108
										126	108
P	126	126	P-1	BLP-H	150	150	1.2	2.4	-	180	180
			P-2	BLP-H	150	150	1.2	2.4	-	180	180
										360	360
Total									Achieved	1014	972
									Required	610	338



1

Bracing Plan

1:100

New Shed and Holiday Accomodation

Gibbston Highway, Gibbston

for Pringle Trustee Ltd

SHEET BC04	SHEET TITLE:	
	Bracing Plan	
	REVISION #: REV A	
	ISSUED: 10/08/2020	JOB NO.: 19077

RevID	ChID	Change Name	Date
0			22/04/2020
A	A-1	Bracing calculations updated	10/08/2020

Building Information:

Roof Pitch: 31.0 °(Gable), 5.2°(lean-to)
Wind Load: Very High
Snow Load: $S_g = 1.026 \text{ kPa}$
Earthquake Zone: 2
Timber Grade: See Design Information
Bay Spacing: 4500mm
Purlin Size: 200x50
Purlin Centres: 870mm
Girt Size: 200x50, SG8 200x50 (Rear)
Girt Centres: 1100mm
Wind Column Size: NA
Pole Size: See plans
Pole Embedment: See plans
Rafter Size: See plans
Rafter Span: 9000mm
Props Required: NA
Max Pole Height: 6400mm
Low Pole Height: 3700mm
Floor Type: Earth
Front Overhang: None
Rear Overhang: None

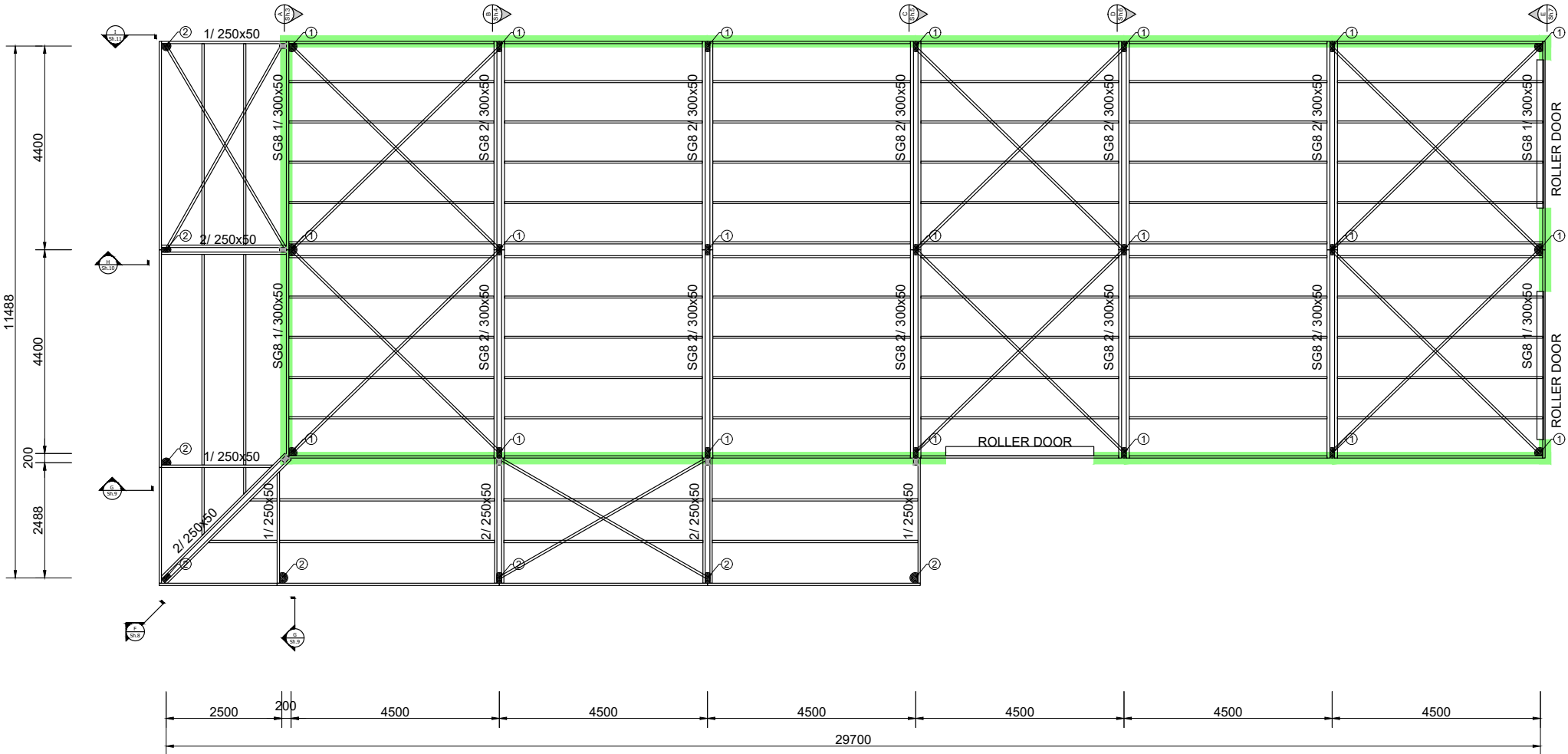
Key:

- = Clad Walls
- = Soldier Strut
- = Column
- = Pole
- = Single Row of Tensioned Multibrace

Notes:

Pole Sizes & Embedments:
1=225 SED,1500ED
2=200 SED,1300ED

Rev.	Date	Amendment
A	23/03/20	- Clearspans removed
B	22/04/20	- Verandah modified



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Phone: (09) 274 7109

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Job Name: Frame

Job Site: 1820 Gibbston Highway, Gibbston

Client Name:
Craig Fraser

Drawn by:
Hester Huang

Plan

Date:
22 / 04 / 20

Scale:
Not to Scale

Drawing Number:
FB60576B

Sheet Number:
1

New Shed and Holiday Accomodation
Gibbston Highway, Gibbston
for Pringle Trustee Ltd

SHEET TITLE:	Frame Plan	REVISION #:	Building Consent	ISSUED:	22/04/2020	JOB NO.:	19077
SHEET	BC05						

FARM BUILDING FRAMING NOTE:

Refer to Southern Lakes ITM Farm Building
Frame Drawings for framing plans and details

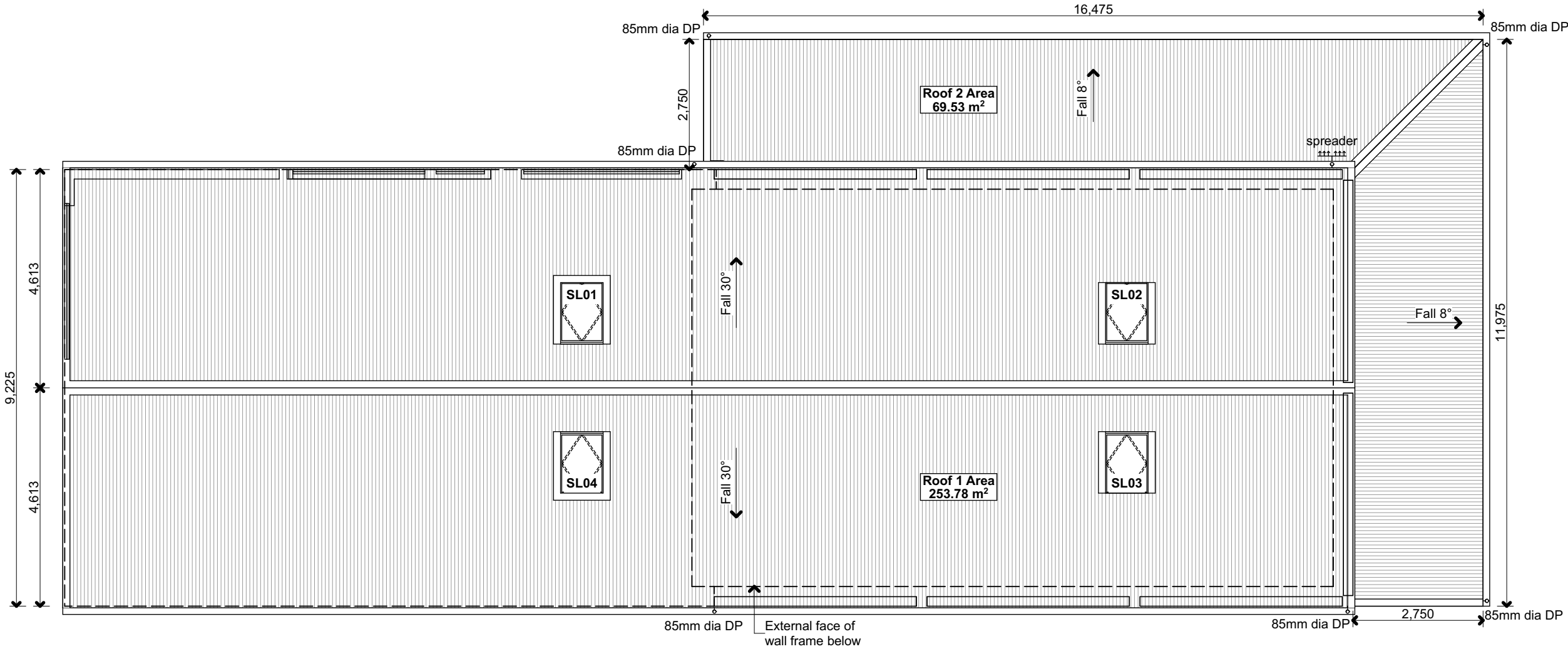
ROOF CATCHMENT

According to E1 Table 5, maximum roof catchment area
for 80mm DP is 70m² for 25-30° roof pitch & 85m² for 0-
25° roof pitch

Roof 1 Area: 253.78m² @ 30° roof pitch
Downpipe required: 4 downpipe

Roof 2 Area (Lower Roof): 69.53m² @ 4.5° roof pitch
Downpipe required: 1 downpipe

**Design exceeds requirements.*

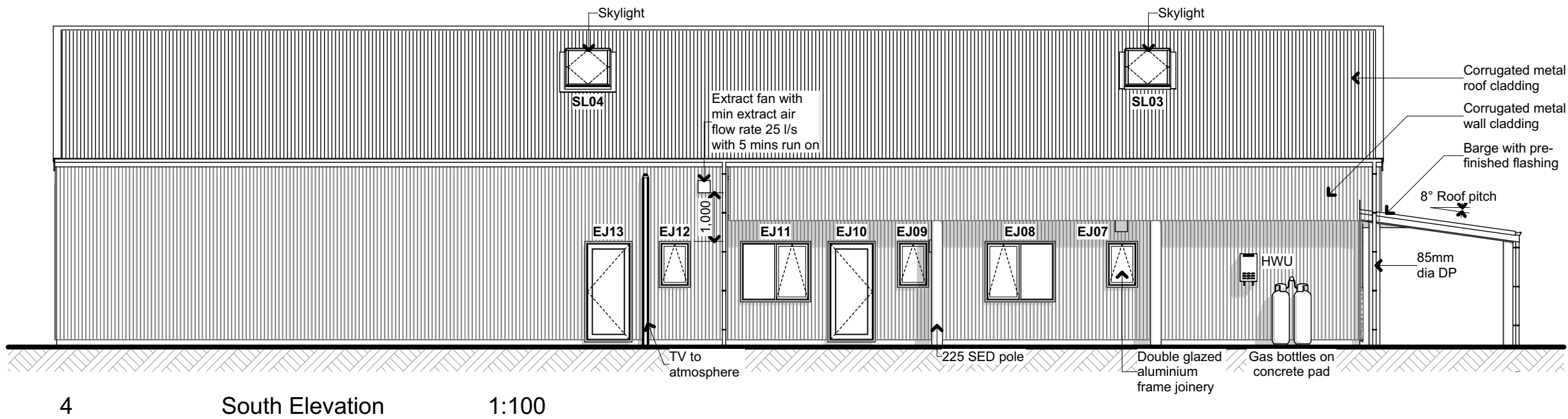
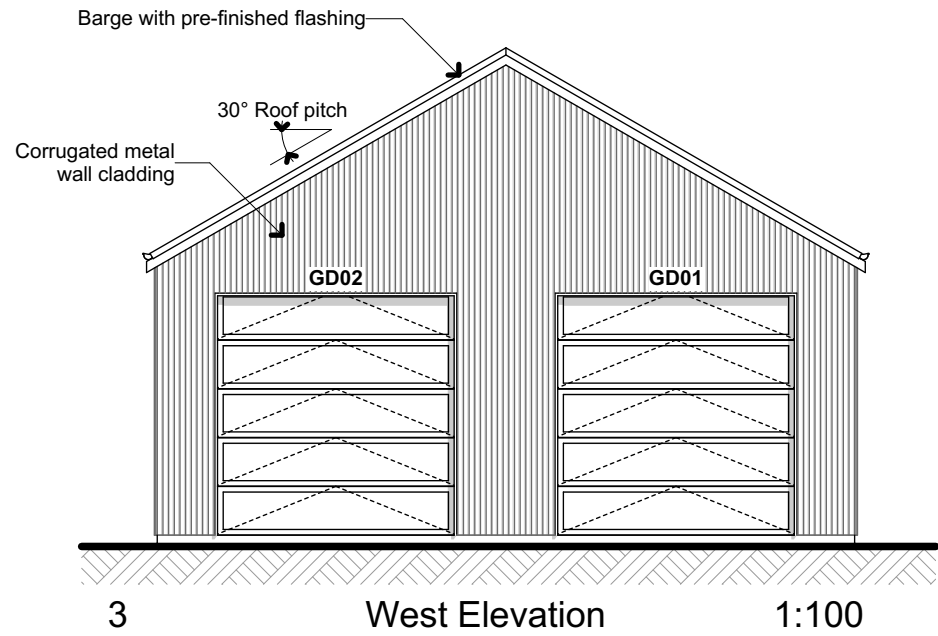
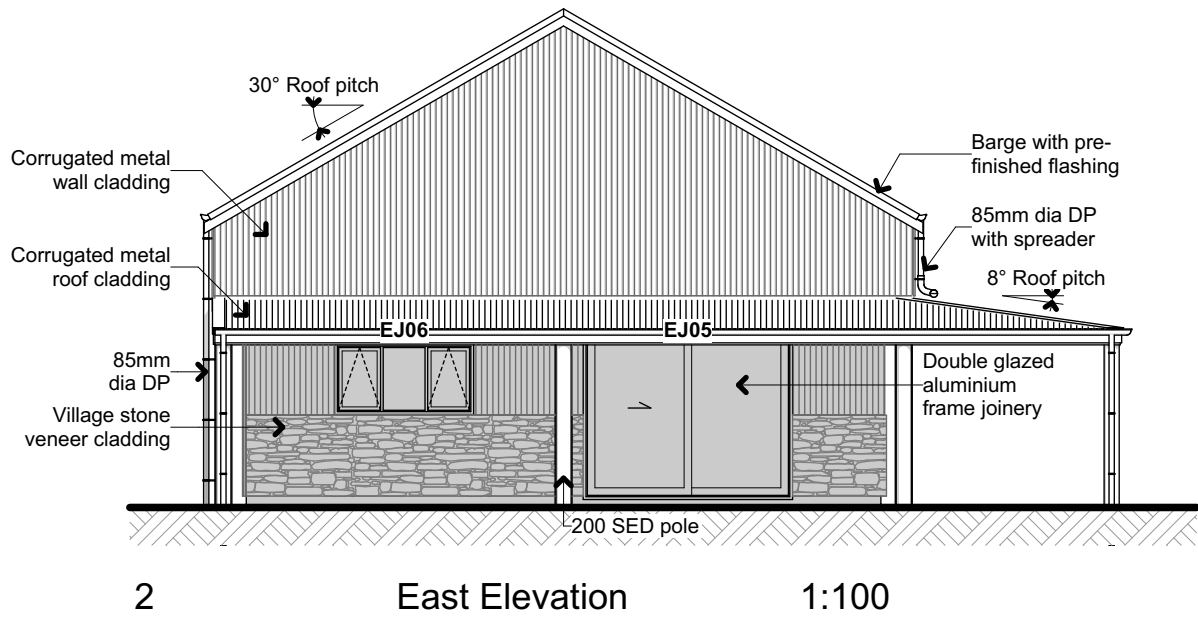
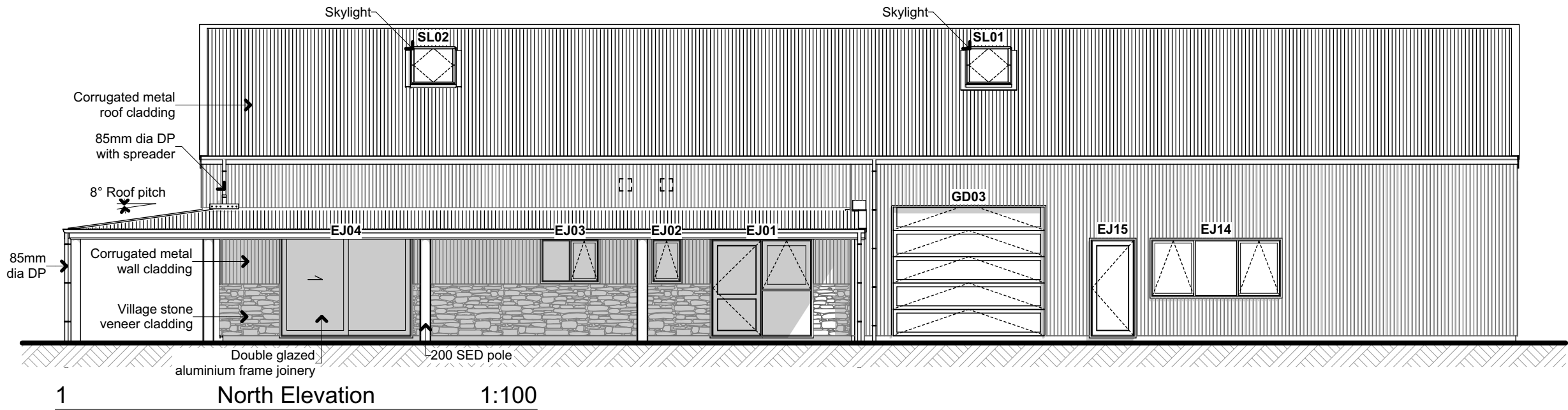


New Shed and Holiday Accomodation

Gibbston Highway, Gibbston

for Pringle Trustee Ltd

SHEET TITLE:		REVISION #:		ISSUED: 22/04/2020	
Roof Plan		Building Consent		JOB NO.: 19077	
SHEET	BC06				



RevID	ChID	Change Name	Date
0			13/03/2020
A	A-1	Added extract fans	22/04/2020
	A-2	Added terminal vent	10/08/2020

New Shed and Holiday Accomodation

Gibbston Highway, Gibbston

for Pringle Trustee Ltd

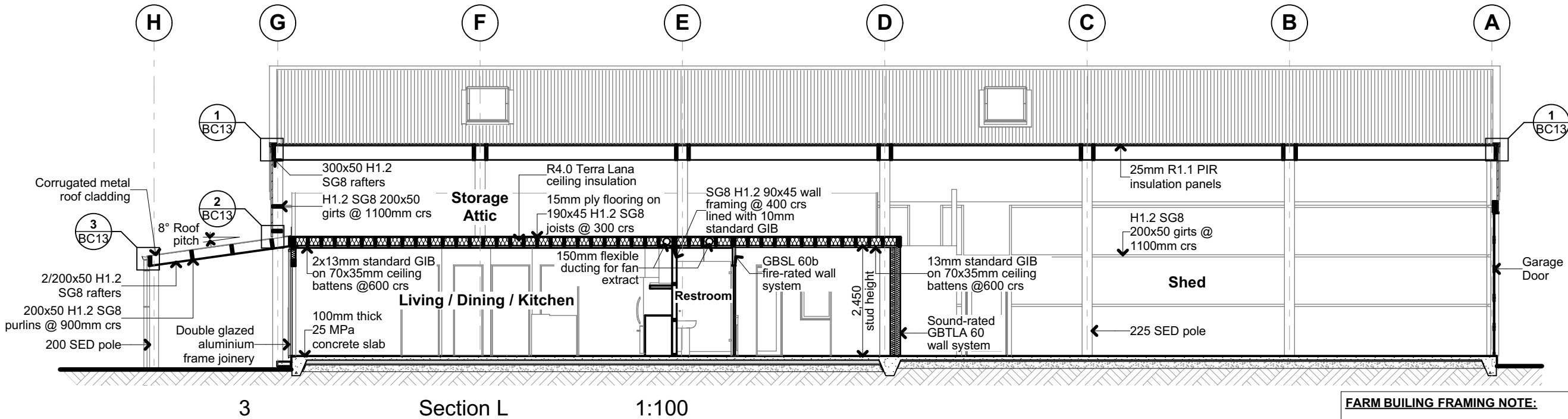
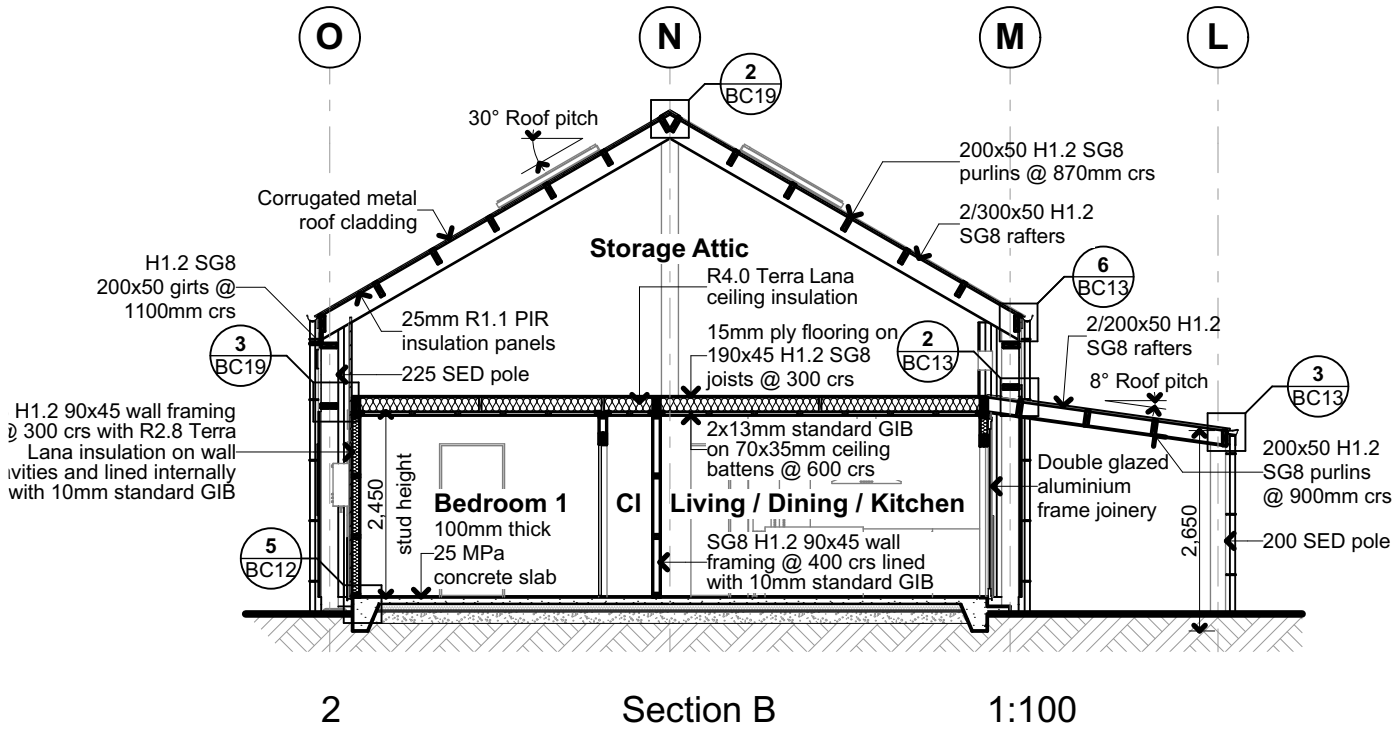
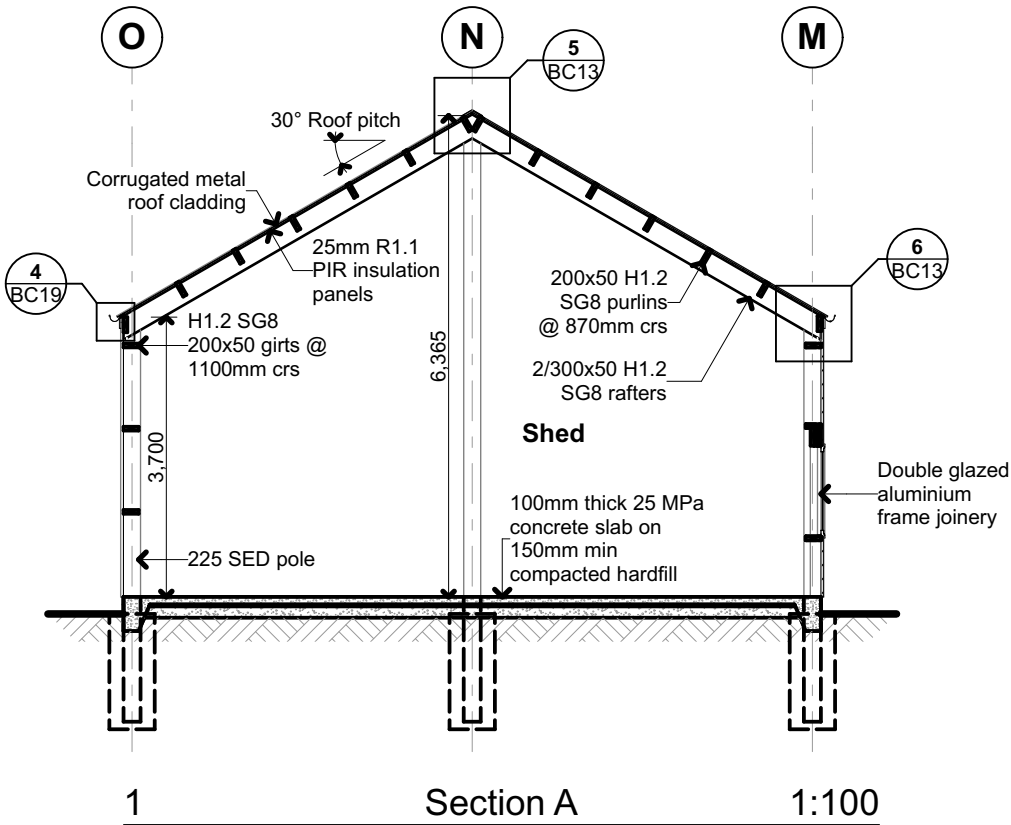
SHEET TITLE:	Elevations
REVISION #:	REV A
ISSUED:	10/08/2020
JOB NO.:	19077

SHEET

BC07



RevID	ChID	Change Name	Date
A	A-2	15mm plywood	10/08/2020
	A-3	Wall stud size and spacing	
	A-4	Storage Attic	
B	B-1	Flexiduct for r'hood extract	20/08/2020



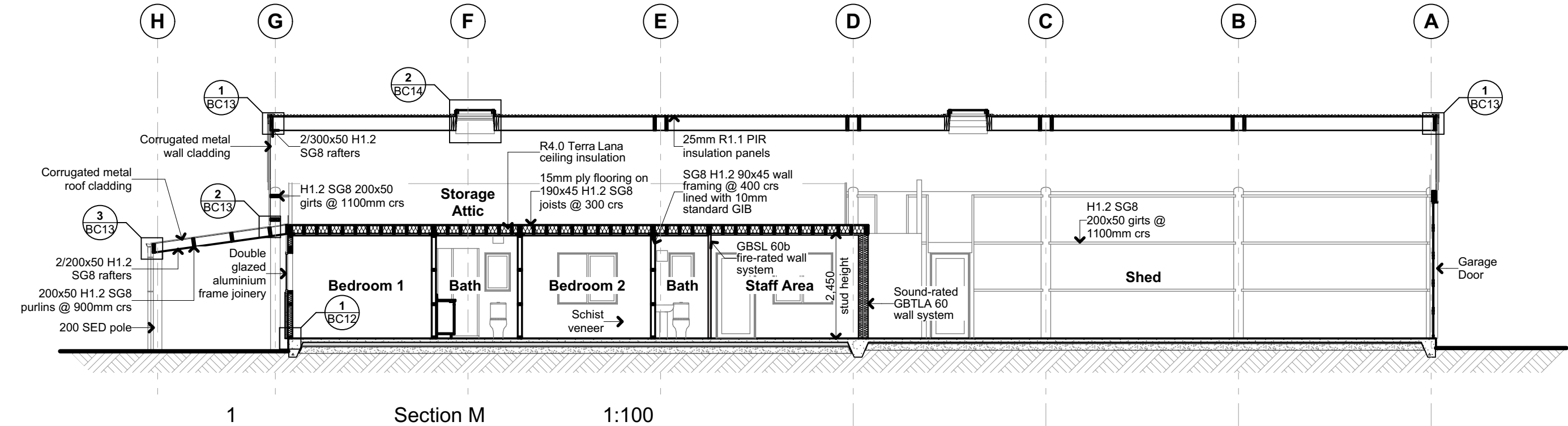
FARM BUILDING FRAMING NOTE:
Refer to Southern Lakes ITM Farm Building
Frame Drawings for framing plans and details

New Shed and Holiday Accomodation
Gibbston Highway, Gibbston
for Pringle Trustee Ltd

SHEET TITLE:	Sections 1	REVISION #:	REV B	ISSUED:	20/08/2020	JOB NO.:	19077
SHEET	BC08						



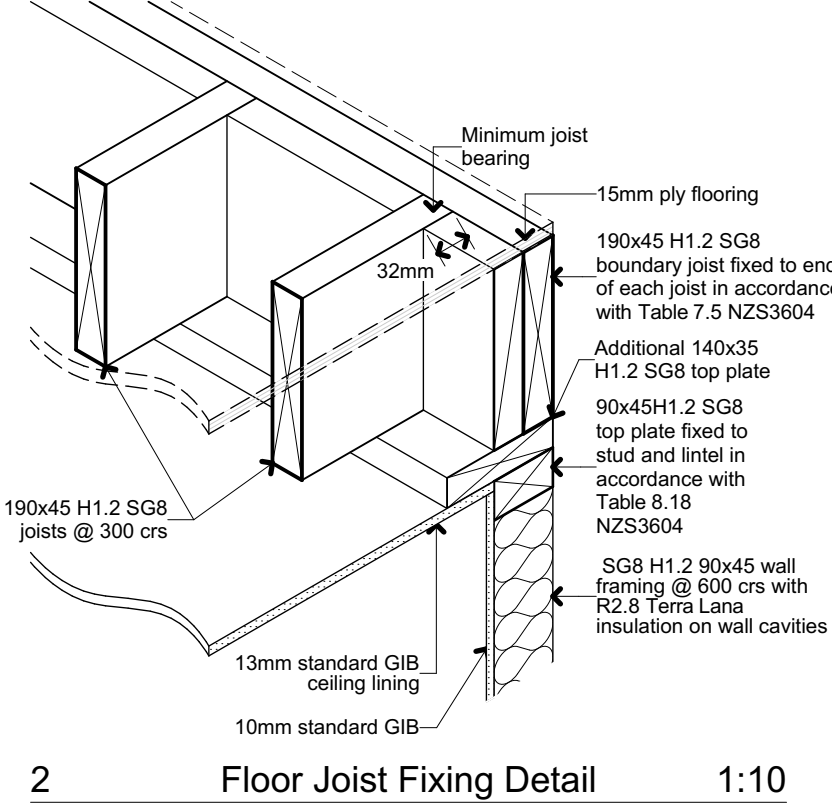
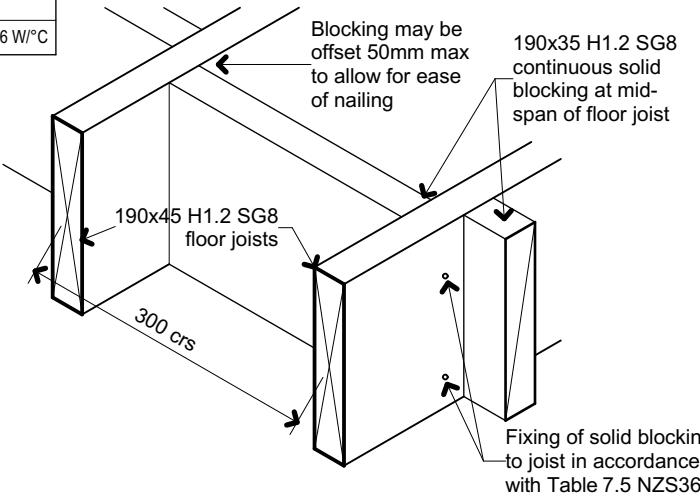
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H1/AS1 Calculation method:	
H1 Energy Efficiency Calculations	
Building Data:	
Climate Zone	Zone 3
Total Roof Area	253.78 m²
A _{Skylights} (Roof Glazing Area)	2.70 m²
A _{Roof} (Total Roof Area - Roof Glazing Area)	253.78 m²
Total Wall Area (including glazing)	118.09 m²
30% of Total Wall Area	35.43 m²
A _{Wall} (Total Wall Area - Total Glazing Area)	80.38 m²
A _{Glazing} (Total Glazing Area)	37.71 m²
Glazing Ratio	31.93 %
A _{Floor} (Total Floor Area)	235.68 m²
Reference Building Heat Loss:	
$HL_{REF} = \frac{A_{Roof}}{3.3} + \frac{A_{Skylights}}{0.34} + \frac{A_{Wall}}{2.0} + \frac{A_{30\% \text{ Total Wall Area}}}{0.26} + \frac{A_{Remainder \text{ Glazing}}}{0.34} + \frac{A_{Floor}}{1.3}$ $= \frac{253.78}{3.3} + \frac{2.70}{0.34} + \frac{80.38}{2.0} + \frac{35.43}{0.26} + \frac{2.28}{0.34} + \frac{235.68}{1.3}$ $= 76.90 + 7.94 + 40.19 + 136.26 + 6.71 + 181.29$ $= 449.3 \text{ W/}^{\circ}\text{C}$	

Proposed Building Heat Loss:				
Building Element		R (m² °C/W)	A (m²)	HL
Roof	Corrugated metal roofing over R4.0 ceiling insulation	4.00	253.8	63.4
Skylight	Double-glazed skylight	0.26	2.7	10.4
Wall	Metal cladding above and stone veneer below over 90mm framing with R2.8 fibreglass batts insulation	2.80	32.3	11.5
	Metal cladding over 90mm framing with R2.8 fibreglass batts insulation	2.80	25.7	9.2
	7mm Ecoply RAB over 90mm framing with R2.8 fibreglass batts insulation	2.80	22.5	8.0
Glazing	Double-glazed windows	0.26	37.7	145.0
Floor	100mm concrete slab on vapour barrier	1.30	123.1	94.7
	100mm concrete slab on 75mm XPS and vapour barrier	3.10	112.6	36.3
		Total Heat Loss = 378.6 W/°C		

Risk Factor	Description	Risk	Score
Wind Zone	Very High	H	2
Number of Storeys	Single Storey	L	0
Roof/Wall Intersection Design	Roof elements finishing within the boundaries formed by the exterior walls (e.g. lower end of aprons, chimneys, dormers)	VH	5
Eaves Width	0-100mm wide	VH	5
Envelope Complexity	Moderately complex shape with no more than 2 cladding types.	M	1
Deck Design	None	L	0
		Total Score: 13	
Selected Claddings:			
1. Stone veneer over nominal 20mm drained cavity			
2. Vertical corrugated metal cladding direct fixed			



Refer to Sheet B20 for Table 7.5 & Table 8.18 of NZS3604:2011

FARM BUILDING FRAMING NOTE:

Refer to Southern Lakes ITM Farm Building Frame Drawings for framing plans and details

ReviD	ChID	Change Name	Date
A	A-1	Specified sound-rated and fire-rated walls	10/08/2020
	A-2	Floor joist details	
	A-3	15mm plywood	
	A-4	Storage Attic	

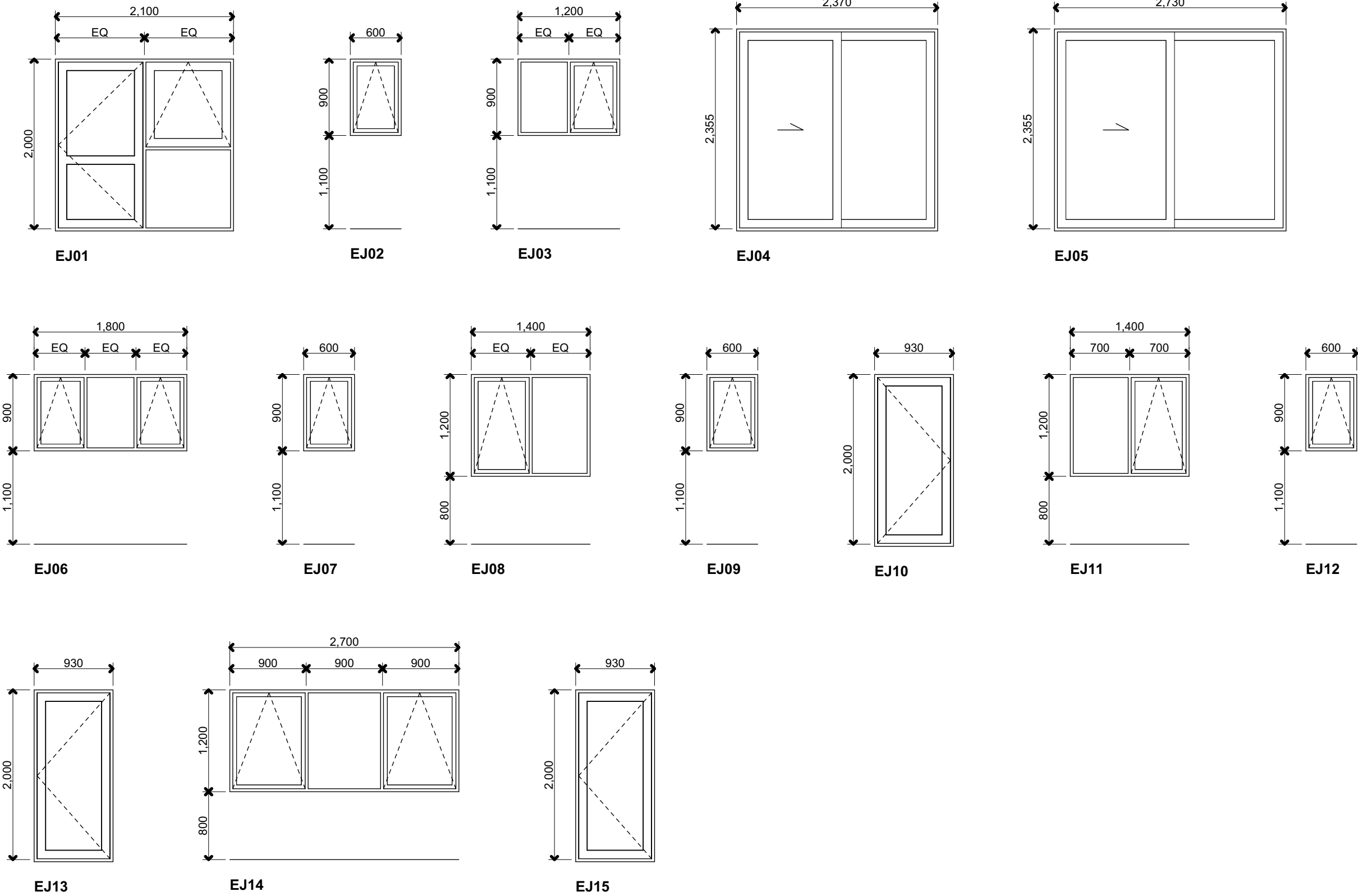
SHEET BC09	SHEET TITLE:		JOB NO.: 19077
	Sections 2		
	REVISION #:		ISSUED: 10/08/2020
	REV A		



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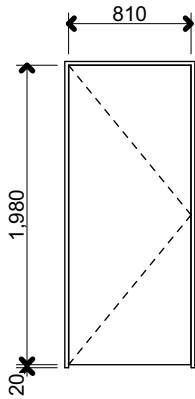


NOTE:
Glazing to all windows & doors
All windows to be in accordance with F2/AS1 section 1.1 and NZS 4223: Part 3:2016 Amendment 1 Glazing in Buildings Part 3 Human Safety Requirements.
External Joinery Dimensions
All external joinery dimensioned to rough opening. Actual joinery sizes to follow manufacturer's drawings. Joinery supplier to site measure opening sizes prior to manufacturing joinery. Approximate rebate sizes to be defined by joinery supplier.
Colors of joinery to be confirmed.

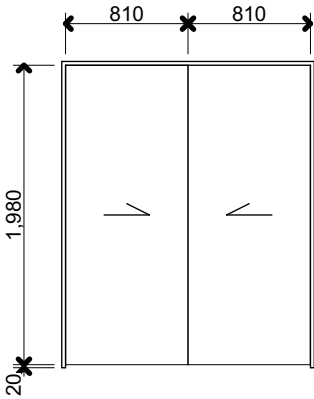
SHEET	SHEET TITLE:		JOB NO.: 19077
	External Joinery Schedule		
	REVISION #:		
	Building Consent		
ISSUED:		22/04/2020	
BC10			



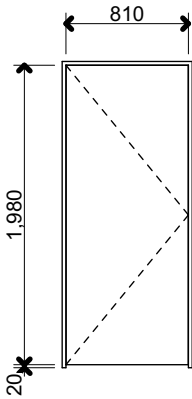
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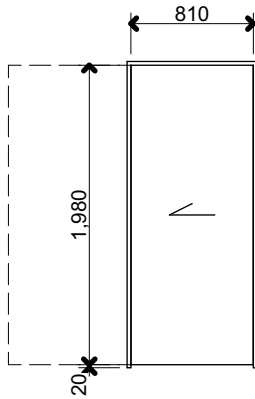
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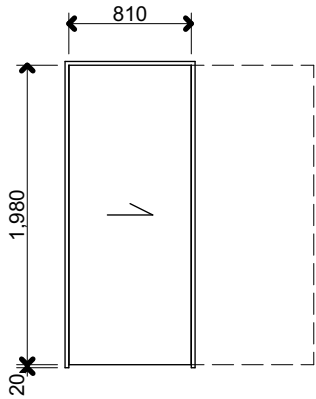
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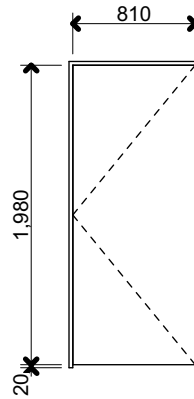
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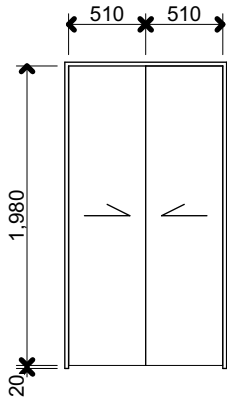
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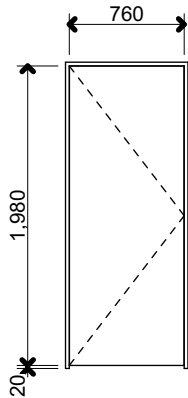
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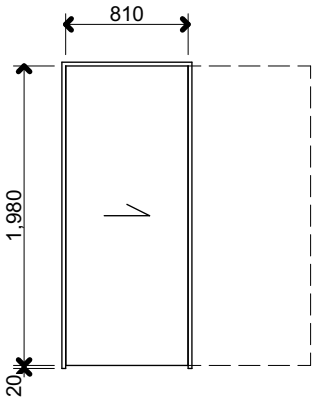
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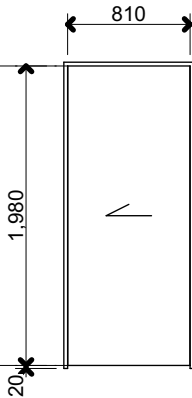
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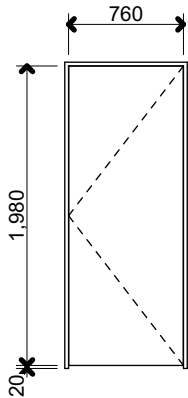
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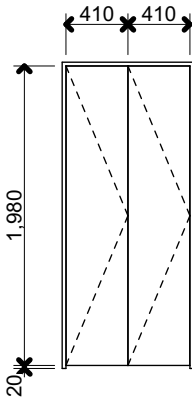
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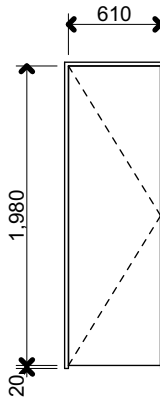
D10



D11



D12

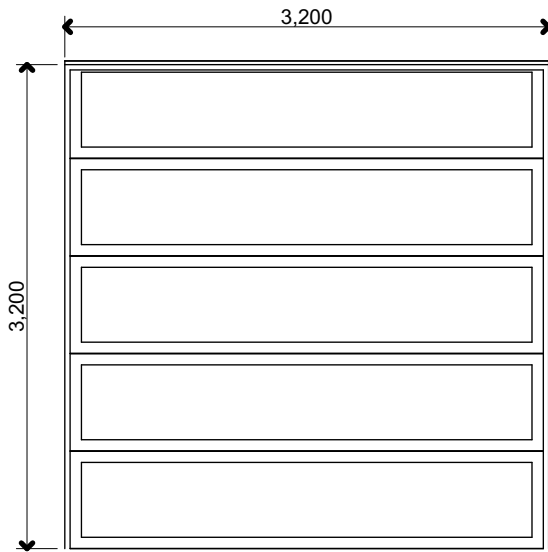


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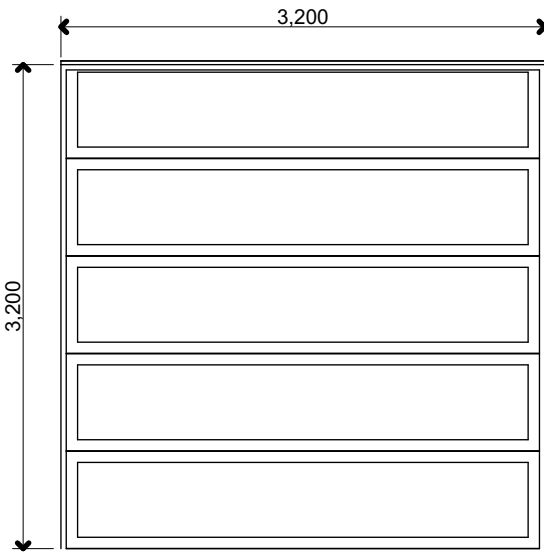
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Internal Joinery

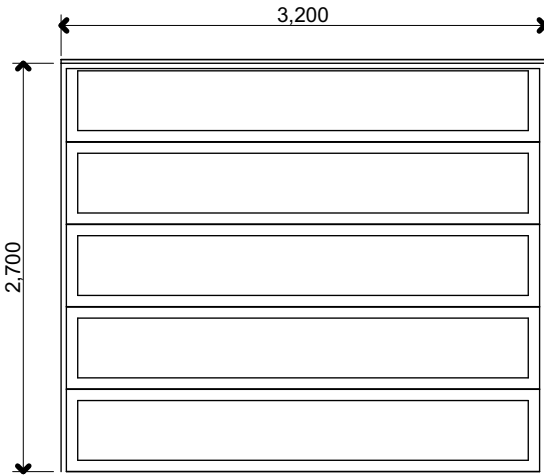
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GD01



GD02



GD03

2

Garage Door

1:50

NOTE:
Door sizes shown are leaf size. Allow for jambs & packing when framing for rough opening as required.

SHEET	SHEET TITLE:		REVISION #:	ISSUED:	JOB NO.:
	Internal & Garage Door Schedule				
BC11	Building Consent		22/04/2020	19077	



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