

**FURTHER INFORMATION
RECEIVED POST NOTIFICATION**



Level 2 Brownston House
21 Brownston Street
PO Box 713
Wanaka 9343
Ph: (03) 443 5577
Mobile: 027 307 7824
Email: contact@southernland.co.nz

Central Otago District Council
Queenstown Lakes District Council

13 July 2021

Job Ref: T4303-2

Attn: Vicki Jones

Dear Vicki

Kawarau Gorge Trail – Revised Consent Application
RC200286 & RM200735

Please find attached our revised application for the Kawarau Gorge Trail between Nevis Bluff and Felton Road.

Since the close of submissions, the Trust has been hard at work addressing the issues raised by submitters.

In response to this we now present the following additional information:

1. Revised trail alignment plans T4303-2_P3_B dated 12/7/2021
2. Addendum to the AEE
3. Landscape addendum report from landscape Architect Philip Blakely (expected week July 19-23).
4. Additionally, the Trust are working with DOC on steps that will address the concerns raised in their submission.
5. Additional Affected Party Approvals

Detail of Revised Trail Alignment

The trail as applied for on 15 September 2020 was between Nevis Bluff and Citroen Bridge in the Queenstown Lakes District and between Citroen Bridge and Felton Road in the Central Otago District. This revised application maintains the overall scale as applied for.

Directors
VERGNE WILSON
R.P.Surv, B.Surv,
NZCE (Civil), MNZIS, CSNZ,
Licensed Cadastral Surveyor

LUC WAITE
B.Surv, MNZIS, CSNZ,
Licensed Cadastral Surveyor

TIM DENNIS
B.Eng, Dip Surv, MNZIS
NZCT Master Trail Builder

The trail alignment is described in detail in the Addendum report to the AEE and summarised here:

1. Nevis Bluff – follow Kawarau River edge of SH6 to new underpass, then cross to hill side of road, *(Original route followed edge of Kawarau River for a short section then the north edge of SH6) – NOTE Nevis Bluff to underpass and end of NZTA land is not part of this application*
2. Follow margins of SH6 in adjoining private land to the Oxbow Adventure Park entry, *(original was on other side of SH6)*
3. Continue along the edge of SH6 between QLDC/Gun Club and edge of road to the intersection of Victoria Flats Road, *(original was on other side of SH6)*
4. Turn up Victoria Flats Road and cross this road about 50m from SH6,
5. Turn back to SH6 margins but with a 2-3m vegetation strip separating the trail and SH6 *(Original crossed SH6 with underpass at distance 1,750m)*
6. Follow edge of SH6 east towards Victoria Falls Bridge then turn south and descend gently to new bridge site over Kawarau River at distance 2,900m which is 350m downstream, of Victoria Falls Bridge, *(original alignment followed Victoria Flats Road to bridge site further downstream)*
7. Cross 100m suspension bridge to True left bank and follow bank of river downstream to reach Citroen Rapid Bridge site Including use of rock face bridges (same as used on the Lake Dunstan Trail in the Cromwell Gorge) to cross intermediate rock faces, *(original route was along the top of the river terraces)*
8. Cross at Citroen Rapid to CODC section – *(Same as original application)*
9. Bridge Alternative; We seek consent for a bridge option at Distance 5,200m to cross the Kawarau River should the bridge at Citroen Rapid not be achievable due to terrain constraints. The trail would then continue on the true right bank to intersect the original alignment 300m downstream at the Citroen Rapid.

The differences in the trail alignment are overall quite minor with similar sections along SH6, bridges over the Kawarau River and sections across private and public land.

The revised alignment is to ensure the trail is entirely on either Public Land (NZTA, QLDC, Public Conservation Land) or private land for which the Trust has secured enduring access.

The new trail alignment is similar in scale (it is 2km shorter being only 6km vs the original 8km) with two bridges over the Kawarau River. The two bridges remain of a very similar scale being 100m vs 105m at 2,700m mark while the Citroen Bridge is unchanged. Suspension bridges will be of the same design with dark brown stained timber and black steel.

Rock face 'Bluff Bridges' are proposed as part of the design solution and these are summarised as follows:

- 4,750m – 55m
- 5,650m – 20m
- 5,700m – 60m
- 5,850m – 130m

Total 265m

The rock face bridges being of black steel and timber fit nicely into this landscape as demonstrated in the recently opened Lake Dunstan Trail in the Cromwell Gorge. These bridges will nestle into the land and have a better environmental outcome than simple earthworks where terrain is very steep. Overall, we consider the reduced track length, similar suspension bridges and additional bluff bridges will be of a similar scale to the original application.

Route options

Consent is also sought for an alternative bridge location and trail from Distance 5,350m. This approach was used for the Lake Dunstan Trail RC180144 to allow for route optimisation during the detailed design. Due to changes in land access that have occurred within the last 2 weeks the Trust seek this option to ensure that as the detailed design progresses, a technically feasible route can be formed.

The bridge location at 5,200m was scoped by our bridge and geotechnical engineers in 2019 and is achievable but lacks the wow factor that the Trust considers essential to create a 'great ride'. Only one trail route would be formed and a condition of consent to this end is promoted. The trail routes both involve similar size and design bridges and trail lengths and we consider the effects are essentially the same.

This route option is shown on plan T4303-2_P3_B Sheet 4. While this route option affects the trail within the CODC RC200286 a single plan set is included and the original T4303-2_P1 plan set for the rest of the CODC section has not been revised as there are no other changes to that applied for.

Landscape Addendum

Philip Blakely of Blakely Wallace has been engaged to provide an addendum report to the original application to cover off the landscape impacts of the varied alignment and bridges. We expect his report July 19-23.

DOC Submission

The Trust have been actively engaged with DOC to address their submission. The Trust are seeking to progress the consent on a similar basis to the recently approved Shotover River Trail being developed by Queenstown Trails Trust. We propose to provide ecological reporting to cover off the DoC submission in spring/summer when the ecological reporting can be completed. Due to the timing of many of the plants in the Kawarau Gorge, ecological investigation at this time will not yield meaningful results so we propose this work be set down for spring/summer and the consent be subject to appropriate conditions.

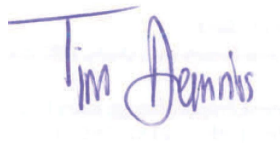
Summary

The Trust seeks to restart the consent process with a slightly revised and shortened trail alignment including associated bridges in order to achieve a 'great ride' cycle trail linking Gibbston to Bannockburn.

As part of this restart the Trust submits revised trail design plans, landscape reporting and proposes that ecological reporting be a condition of consent to allow for the work to be completed at the right time of the year.

We believe this is all the information required and look forward to hearing from you soon. Should you require additional information please do not hesitate to contact me or Trustee Janeen Wood on 027 445 4488

Yours Sincerely
Southern Land



Tim Dennis
Project Manager
Central Otago Queenstown Trail Network Trust

Attachments:

Plans T4303-2_P3_B trail design plans

Addendum to the AEE

Affected Party Approvals – Scope Resources Ltd & Gibbston Highway Ltd

Records of Title 921758 & 477524



KAWARAU GORGE TRAIL

ADDENDUM REPORT

CENTRAL OTAGO DISTRICT RC200286

QUEENSTOWN LAKES DISTRICT RM200735

DATE: 13 JULY 2021

1.0 INTRODUCTION

- 1.1 This Addendum report addresses changes in the trail alignment and construction in response to submissions received on the above Publicly notified applications.
- 1.2 The numbering used is the same as the original QLDC notified application for ease of comparison.

2.0 LEGAL DESCRIPTIONS

- 2.1 The site is now legally described as follows:

- Pt Lot 3 DP 303681 held in Record of Title 921758 owned by Gibbston Highway Ltd. The site is occupied by the Oxbow Adventure Park. EI 8907214.1 contains a non-objection land covenant. This covenant has no bearing on this application.
- Lot 1 DP 420346 held in Record of Title 477523 owned by the QLDC. The Gun Club occupies part of the site. Consent notice 828769.3 relates to servicing of the allotment and is not relevant to this application.
- Lot 8 DP 402448 held in Record of Title 477524 owned by Scope Resources Ltd. This site is partly occupied by a quad bike tour operation. Title subject to Land covenant 8907214.1, 7398568.13 & 7398568.14 and consent notice 7793537-3. Consent notice 7793537-3 relates to RM 070852 and the style of fencing. Covenant 13 relates to hunting and 14 relates to non-objection rights. Neither have a bearing on this application.
- Legal road including SH6 (NZTA), Victoria Flats Road (QLDC) and Unformed Legal Road (QLDC) on true right bank of Kawarau River.
- Bed of Kawarau River, no title, administered by LINZ, parcel ID 3145684
- Crown Land Blk II Kawarau SD, Marginal strip no title administered by DOC

Copies of the relevant Records of Title are contained in Appendix A of this report. Covenant contained in EI 8907214.1 and Consent notice 828769.3 are contained in Appendix A. All other consent notices and covenants were submitted with the original application.

The changes from the original application include removal of the following parcels of land:

- Sec 3 SO 24743, Lot 4 DP 27395 and Sec 14 and Pt Sec 15 SO 342162 owned by The Station at Waitiri Ltd, and
- Pt Lot 3 DP 27395 owned by Rock Supplies NZ Ltd.

- 2.2 The site occupation now includes the Oxbow Adventure Park on Pt lot 3 DP 303681.

3.0 SITE DESCRIPTION & PROPOSAL

- 3.1 Overview of Proposal and Purpose of Application

The overview and purpose of the application remains unchanged.

However, the Trust is now seeking consent to construct the following:

- I. 6km of new cycle trail as opposed to the original application for 7.9km.
- II. Remove the underpass proposed on SH6.
- III. Constructed two suspension bridges with the Nevis Ferry Bridge relocated.
- IV. Construct 4 bluff bridges totalling 265m.
- V. Reduced earthworks of 3,000m³ vs the original 5,750m³
- VI. As a result of alignment changes the trail will now be entirely contained to the Rural General Zone and will not pass into the Gibbston Character Zone.

Please refer to Appendix B for detailed site location plans ref T4303-2_P3_B

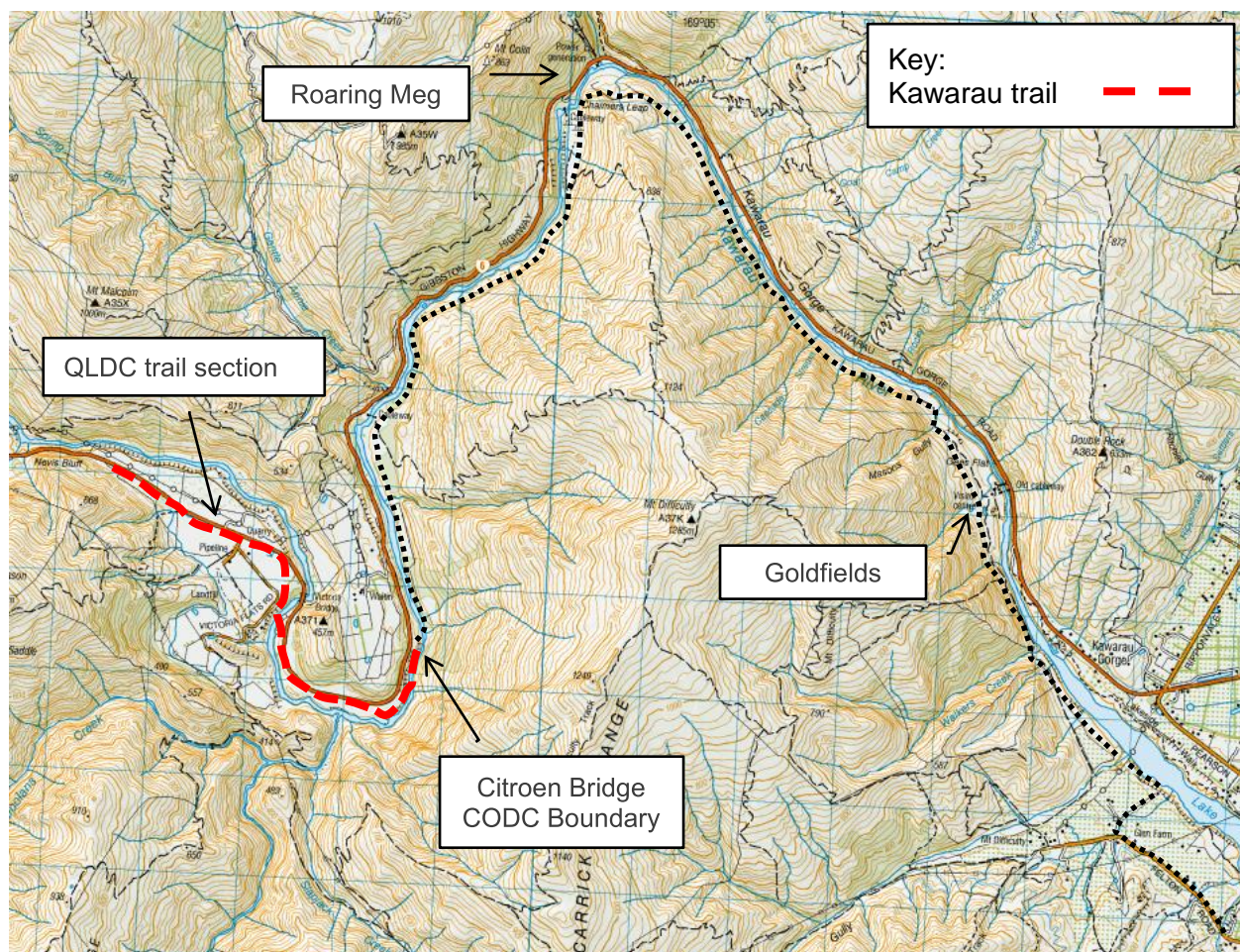


Figure 1: Site Locations Overview, Source NZTopo.co.nz

3.2 Kawarau Gorge environs – No change in the site description

3.3 Earthworks Consent - No change

Resource consent is sought to undertake earthworks along the entire length of trail from near Nevis Bluff to Citroen Rapid. The exact location of the earthworks has changed.

3.3.1 Nevis Bluff and Margin SH6

The trail formation starts at the boundary of Pt Lot 3 DP 303681 (Gibbston Highway Ltd) which is 450m downstream of the Nevis Bluff. ***The Nevis Bluff section including an underpass under SH6 to join with the existing Gibbston Valley Trail will be developed by NZTA and is not part of this consent application.***

The trail follows the margins of SH6 within Pt Lot 3 DP 303681 (Gibbston Highway Ltd) to the eastern boundary of Pt Lot 3 where this joins with the QLDC land. The trail crosses the Oxbow Adventure Park entry before joining the margins of SH6.

3.3.2 SH6 from Oxbow Adventure to Victoria Flats Rd & Nevis Ferry Bridge

The trail follows the margins of SH6 between the edge of the road and the fence. In places the trail will be separated from SH6 by a steel barrier.

At Victoria Flats Road the trail turns south and follows the edge of the road to a crossing 50m from SH6. This crossing location allows good sight lines and stopping/waiting distance for truck and trailer units coming and going from the landfill and bungy activities.

Having crossed the Victoria Flats Road, the trail turns back towards the margins of SH6. Between 1,520m and 2,200m the trail will be separated from SH6 by a planted strip up to 2m wide and will be separated from the adjoining land and views of the landfill by a 2m high planted earth bund. Soil for the bund will be sourced from the trail excavations. The purpose of the planting is to screen and create separating between SH6 and cyclists using the trail, while the earth bund is to create a barrier between cyclists and the landfill operations on adjoining sites.

The trail leaves the edge of SH6 around 2,200m mark and starts a gentle descent to the relocated Nevis Ferry Bridge over the Kawarau River at distance 2,900m. This bridge is 350m downstream from the Victoria Falls Bridge and will be 95m long and 33m above the normal river level. The original application included a bridge 570m downstream that was 105m long and 21m above the river level.

3.3.3 Nevis Ferry Bridge to Citroen Rapid Bridge

The trail is now on the true left bank of the Kawarau River and from the bridge follows the river faces downstream through a mixture of open grass/Thyme and thick scrubby terrain mostly composed of Briar Rose, Gorse, Broom with limited pockets of native scrub. Much of the trail is 'invisible' from SH6 being hidden below the top edge of the riverbanks.

The terrain along the banks is very steep in places and will require the use of steel and timber 'Bluff Bridges' as used on the recently completed Lake Dunstan Trail. These bridges will allow the trail to be constructed across short rock faces where construction by drilling and blasting or conventional excavation is not practical.

The proposed bluff bridges are located as follows:

- 4,750m – 55m
- 5,650m – 20m
- 5,700m – 60m
- 5,850m – 130m

Total 265m

3.3.4 Alternative bridge 95m & 880m trail near Citroen Rapid

Due to the short timeline from reaching agreement with landowners for access and the time for the consent application to expire (14/7/21) the Trust has not had sufficient time to fully detail the revised alignment from distance 5,350m to Citroen Bridge on the true left of the Kawarau River. Recall the original alignment followed the margins of SH6 and flatter terrain to avoid the steeper river faces but crossed Pt Sec 15 and Sec 14 SO 342162 (The Station at Waitiri Ltd). Access has been declined across this private land, so the revised alignment sticks to the Public Conservation Land.

While the preferred option is to stay on the true Left and build the trail to the original Citroen Bridge site the terrain on the true left is very steep with very thick scrub and cliffs.

Should this preferred route not be practical once a fuller investigation is complete the Trust seeks as an option the ability to cross the Kawarau River at 5,350m and then form 880m of trail on the true right of the Kawarau River above the Citroen Rapid and then connect into the original alignment on the true right about 300m downstream of the Citroen Rapid.

The bridge site at 5,300m was previously investigated in 2019 as part of assessing bridges over the Kawarau River, and the trail alignment on the true right downstream will involve conventional excavation across moderately sloping colluvium terrain.

This alternative option is similar to the options considered and consented for the Lake Dunstan Trail (RC180144) at Halfway Hut Creek where two route options were presented for consent for similar technical reasons. Only one trail will be built and a condition to this effect is supported.

3.4 Earthworks Volumes

Earthworks will comprise scraping of the topsoil and organic material and, where the cross slope exceeds 10 degrees, cutting a bench, smoothing out cut material to blend into the adjoining terrain and laying and compaction of the gravel riding surface.

The design engineer estimates that to form the shorter 6km of trail will generate 3,000m³ at an average rate of 0.5m³/m of trail. The original application envisioned 3,950m³ of earthworks so this revised alignment reduces earthworks by around 1,000m³.

Additionally, the construction of the underpass in the original application would have generated a further 1,800m³ of cut to waste which is now not a part of this application.

As a condition of land access, the excavation material between 1,500m and 2,650m will be used to shape mounds up to 2m in height between the trail and adjoining land to create a buffer from the landfill. The bund will be planted and seeded and the landowner has confirmed irrigation can be made available to support this.

3.5 Structures

The trail development also includes the need for two large suspension bridges and 4 smaller Bluff Bridges as noted in Section 3.3.3 above. There is no underpass in this revised trail.

3.6.2 Nevis Ferry Bridge

Located at distance 2.7km, this 95m long suspension bridge will be similar in design and visual impact to the Specularite Creek (Hugo) Bridge on the Lake Dunstan Trail.

The bridge design remains as detailed in the original application.

3.6.3 Citroen Rapid Bridge

There is no change to the location, scale or design of this bridge from the original application although the trail alignment to get to the bridge is changed as shown below.



Figure 4: Looking upstream from the true right bank across Citroen Rapid



Figure 5: Pano of Citroen Rapid from true right bank.

4.0 DISTRICT PLAN ASSESSMENT

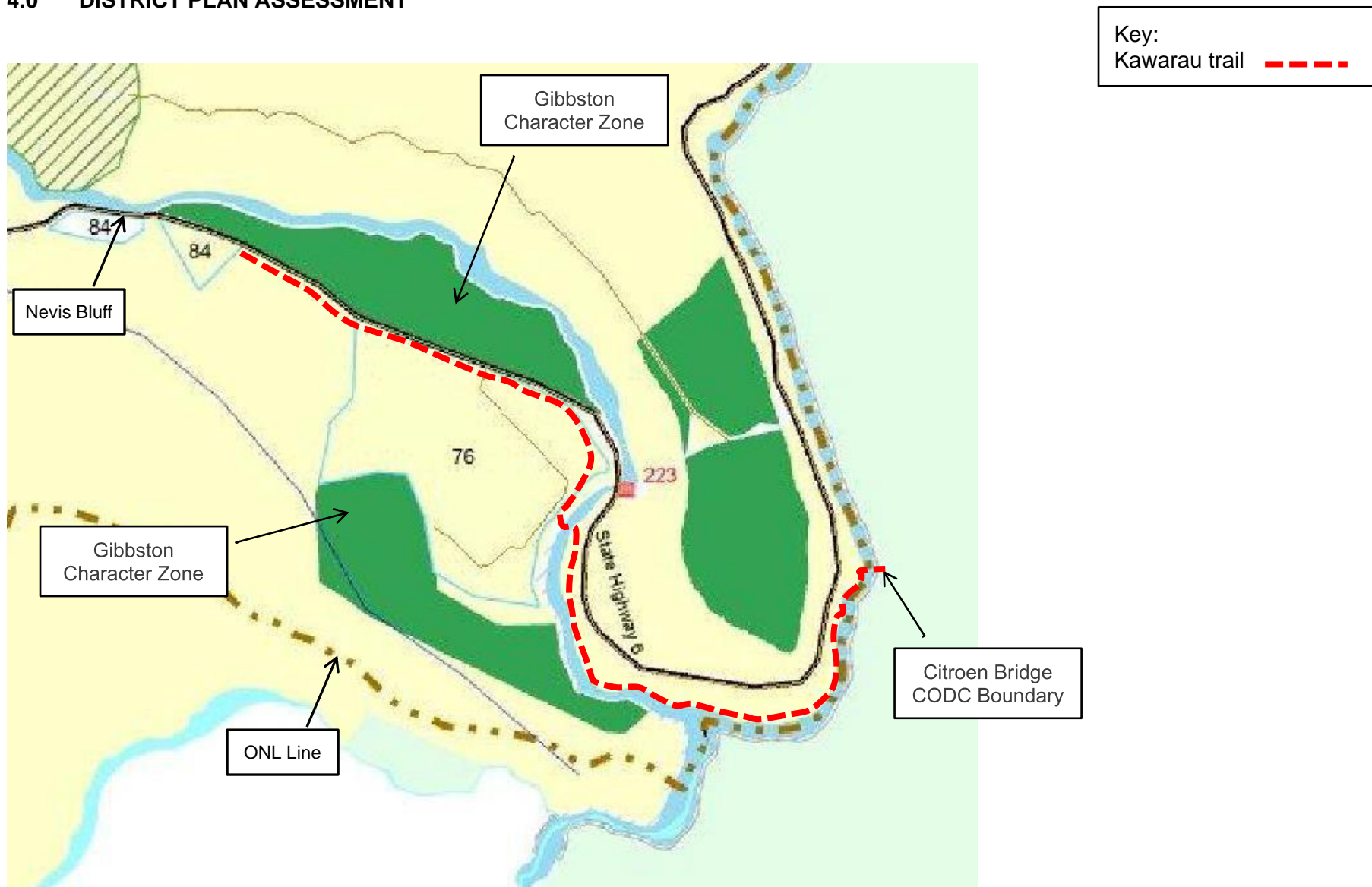


Figure 6: Planning map from QLDC GIS

- 4.1 The subject sites are now contained **entirely** within the Rural General Zone. The site is covered by an Outstanding Natural Landscape overlay. Part of the trail is within Designation 76 – Landfill buffer
- 4.3 Between 800m and 2,600m (1.8km) the trail is or appears to be within Designation 76 – Landfill buffer
- 4.4 The revised trail alignment means that consent is no longer required under the following Rules :

OPERATIVE DISTRICT PLAN RULES

The following Rules no longer apply to the revised trail alignment:

- I. **Rule 5.3.3.3(xii)** and **Rule 5.7.5.2ii** no longer applies as the underpass is not part of this revised trail, and
- II. **Rule 5.7.3.3(i)** and **Rule 5.7.3.3i(a)** no longer applies as the revised trail does not cross the Gibbston Character Zone

PROPOSED DISTRICT PLAN RULES

The following Rules no longer apply to the revised trail alignment:

- I. **Rule 23.5.6** as the revised location of the Nevis Ferry Bridge is >20m from a road boundary

- 4.5 Overall the proposed development is still considered a discretionary activity.

5.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

5.2 Permitted Baseline

The permitted baseline remains unchanged by the revised trail alignment.

5.3 Existing Environment

The existing environment remains unchanged by the revised trail alignment.

5.4 Receiving Environment

The receiving environment remains unchanged by the revised trail alignment.

5.5 Assessment

5.5.1 Earthworks Formation and Volumes

As a result of the revised trail alignment, the trail is now shorter at 6km (vs originally applied 7.9km). For this revised alignment the design engineer has estimated the volume of earthworks required totalling up to 3,000m³ as noted in Section 3. This is a reduction of around 2,750m³ over the original application (5,750m³).

5.5.2 Earthworks Rehabilitation

No change to original application

5.5.3 Slope Stability

No change to original application

5.5.4 Landscape Assessment

While we do not yet have his addendum report it is anticipated that the revised trail alignment will not give rise to effects of a greater scale than already considered by our consultant Landscape Architect Mr Philip Blakely.

The revised alignment along SH6 gives rise to almost identical landscape effects while the trail to and including the bridges and riverbanks adjoining the Kawarau River are now mostly screened from public view.

5.5.5 Archaeological Assessment

The archaeological survey completed and submitted with the original application remains valid and covered the site with sufficient scale to also include the revised alignment.

5.5.6 Positive Effects

Positive effects remain unchanged from the original application.

5.5.7 Summary

The original application comments remain unchanged for the revised alignment.

6.0 Assessment of Relevant Provisions of the Operative & Proposed District Plan

6.1 Objectives & Policies – Section 5: Rural Areas

Comments regarding Section 5 remain valid for the revised alignment and the trail remains consistent with the objectives and policies of this section of the District Plan.

6.2 Objectives & Policies - Section 5 – Gibbston Character Zone

With the revised alignment not crossing this zone the objectives and policies related to the Gibbston Character Zone are no longer relevant.

6.3 Objectives & Policies - Section 22 - Earthworks

The original application comments remain relevant and unchanged.

6.3 Section 20 – Landscapes and Rural Character

Refer to the Landscape Addendum report prepared by Blakely Wallace & Associates. Overall, the revised trail alignment is considered consistent with the objectives contained in this section and is assessed as having a low impact.

6.4 Proposed District Plan – Section 6: Landscapes & Rural Character

Refer to Section 9 of the Landscape Addendum report prepared by Blakely Wallace & Associates. Their assessment concludes that overall, the revised trail development is considered consistent with the objectives of this section and is assessed as having a low impact.

6.5 Proposed District Plan – Section 21: Rural Zone

The original application comments remain relevant and unchanged.

6.6 Proposed District Plan – Section 23: Gibbston Character Zone

With the revised alignment not crossing this zone the objectives and policies related to the Gibbston Character Zone are no longer relevant.

6.7 Proposed District Plan – Section 25: Earthworks

The original application comments remain relevant and unchanged.

6.8 OTHER MATTERS

No change from the original application

7.0 CONSULTATION

7.3 Consultation has been undertaken with the following parties:

7.3.1 DOC who administered public conservation land in the Kawarau Gorge have been consulted since the close of submissions. Their submission relates to protection of indigenous fauna and flora. As a response to their submission the Trust have engaged the services of Ecologist Kate Wardle and Herpetologist Carey Knox to complete onsite investigations and reporting in spring/summer 2021/22. It is proposed that conditions of consent would ensure the completion and compliance with the recommendations of these reports in a similar way to the recently consented Shotover River Trail.

7.3.7 Queenstown Lakes District Council roading who administer Victoria Flats Road have been consulted. While legal roads are un-zoned in the District Plan, we have sought their approval to this consent application in any case. The trail construction, operation and maintenance will be agreed through a License to Occupy between the Trust and QLDC.

7.3.8 NZTA who administer the State Highway network have been consulted for this revised trail alignment. Does the Gun Club come into this section too?

7.3.10 Gibbston Highway Ltd own the Oxbow Adventure Park and their approval is attached in Appendix D.

7.3.11 Scope Resources Ltd own lot 8 DP 402448 and their approval is attached in Appendix D.

8.0 Part II of the Act

Comments in the original application remain unchanged.

9.0 CONCLUSION

Remains unchanged from original application.

Yours faithfully,
Southern Land,



Tim Dennis
Project Manager
BE(hons), Dip Surv, MNZIS
NZCT Master Trail Builder

APPENDIX A

Records of Title
Pt Lot 3 DP 303681
Lot 1 DP 420346
Lot 1 DP 402488

APPENDIX B

Southern Land Ltd design plans

T4303-2_P3_B Sheets 1-4

APPENDIX C

Landscape Addendum prepared by Blakely Wallace & Associates

Dated July 2021


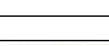
Including site photos prepared by Southern Land Ltd

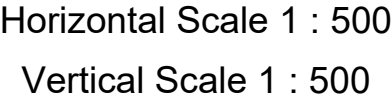
APPENDIX D

Affected Party Approvals



Note
1. Boundary data sourced from LINZ XML

	REVISION	DESCRIPTION	DATE	<h1>CITROEN RAPID BRIDGE SITE PLAN</h1>	<div>PREPARED FOR</div> <div>CENTRAL OTAGO QUEENSTOWN TRAIL NETWORK TRUST</div> <div>SCALE 1: 500 @ A3</div> <div>DATUM & LEVEL NZTM 2000</div>				
	A	ORIGINAL ISSUE	19/10/2020						
Level 2 Brownston House, 21 Brownston St., Wanaka, Ph: (03) 443 5577, Email: contact@southernland.co.nz, www.southernland.co.nz				COPYRIGHT: THE COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS FOR THE INFORMATION SHOWN ON THIS PLAN REMAIN THE PROPERTY OF SOUTHERN LAND LTD. IT MAY NOT BE REPRODUCED WITHOUT THE PRIOR CONSENT OF SOUTHERN LAND LTD.					
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<div><div>THE CONSULTING SURVEYORS OF NEW ZEALAND <small>A DIVISION OF THE NEW ZEALAND INSTITUTE OF SURVEYORS</small></div></div>				SURVEYED TD	DATE 2019	CHECKED TD	DATE 19/10/20	DRAWING REFERENCE T4303-2_E2	REVISION A
				DRAWN TD	DATE 19/10/20	APPROVED TD	DATE 19/10/20		






ARCHAEOLOGICAL SITE LEGEND

- Site supervision required & specific trail solution. Site to be marked.
- Site close to earthworks extents. Site to be marked & avoided.
- Site located outside earthworks extent.

Note:-


- Boundary data sourced from LINZ XML
- Aerial imagery sourced from QLDC GIS
- Parcel boundary data shown in white

REVISION	DESCRIPTION	DATE
A	FOR CONSENT	21/10/20
B	REVISE ALIGNMENT FOR CONSENT	12/7/21



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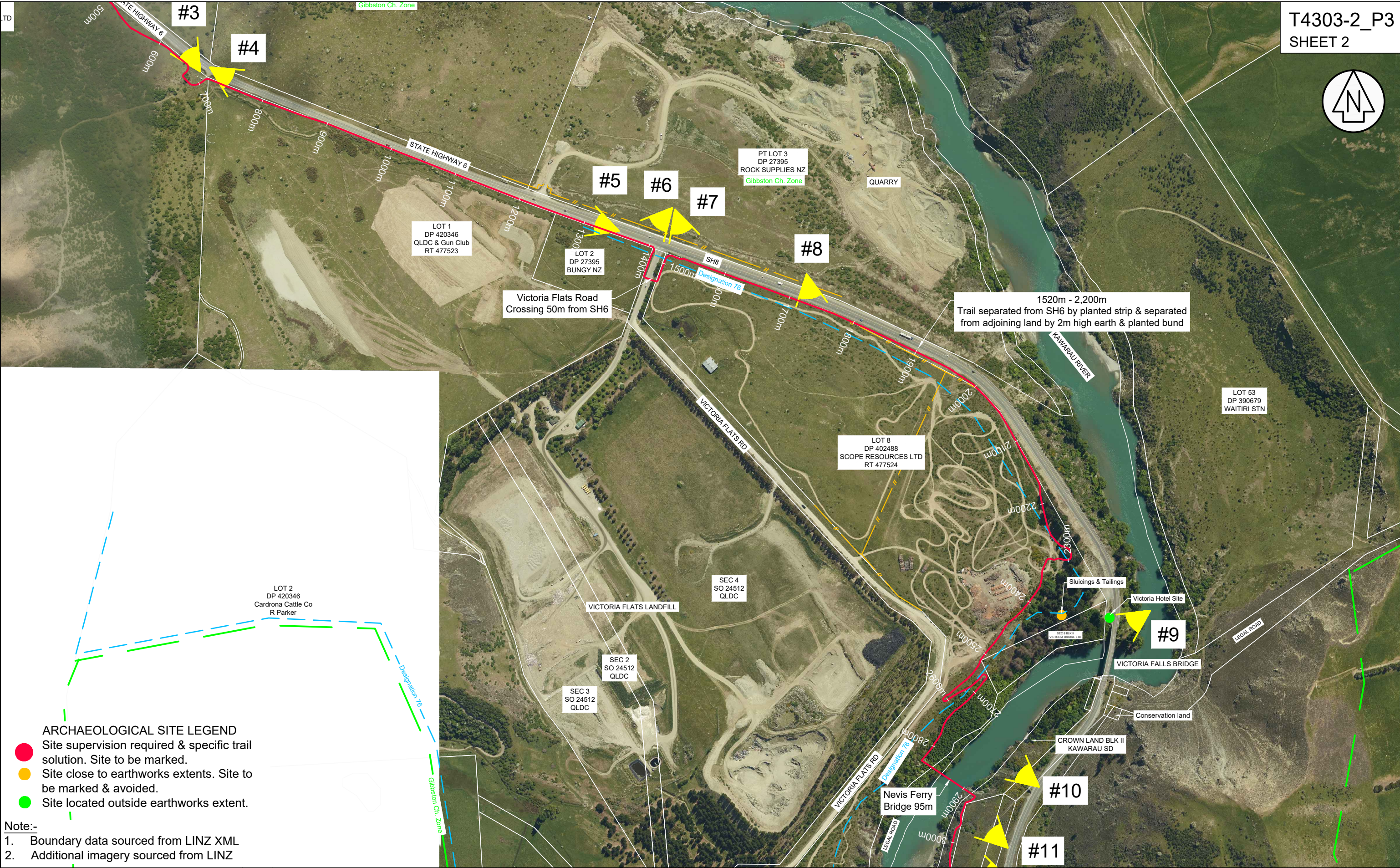


KAWARAU GORGE TRAIL DESIGN PLAN


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PREPARED FOR CENTRAL OTAGO QUEENSTOWN TRAIL NETWORK TRUST				SCALE 1: 5,000 @ A3	
				DATUM & LEVEL NZTM 2000	
SURVEYED TD	DATE 5/2018	CHECKED TD	DATE 18/6/20	DRAWING REFERENCE T4303-2_P3	REVISION B
DRAWN TD	DATE 17/6/20	APPROVED TD	DATE 18/6/20		

TD




REVISION	DESCRIPTION	DATE
A	FOR CONSENT	21/10/20
B	REVISE ALIGNMENT FOR CONSENT	12/7/21



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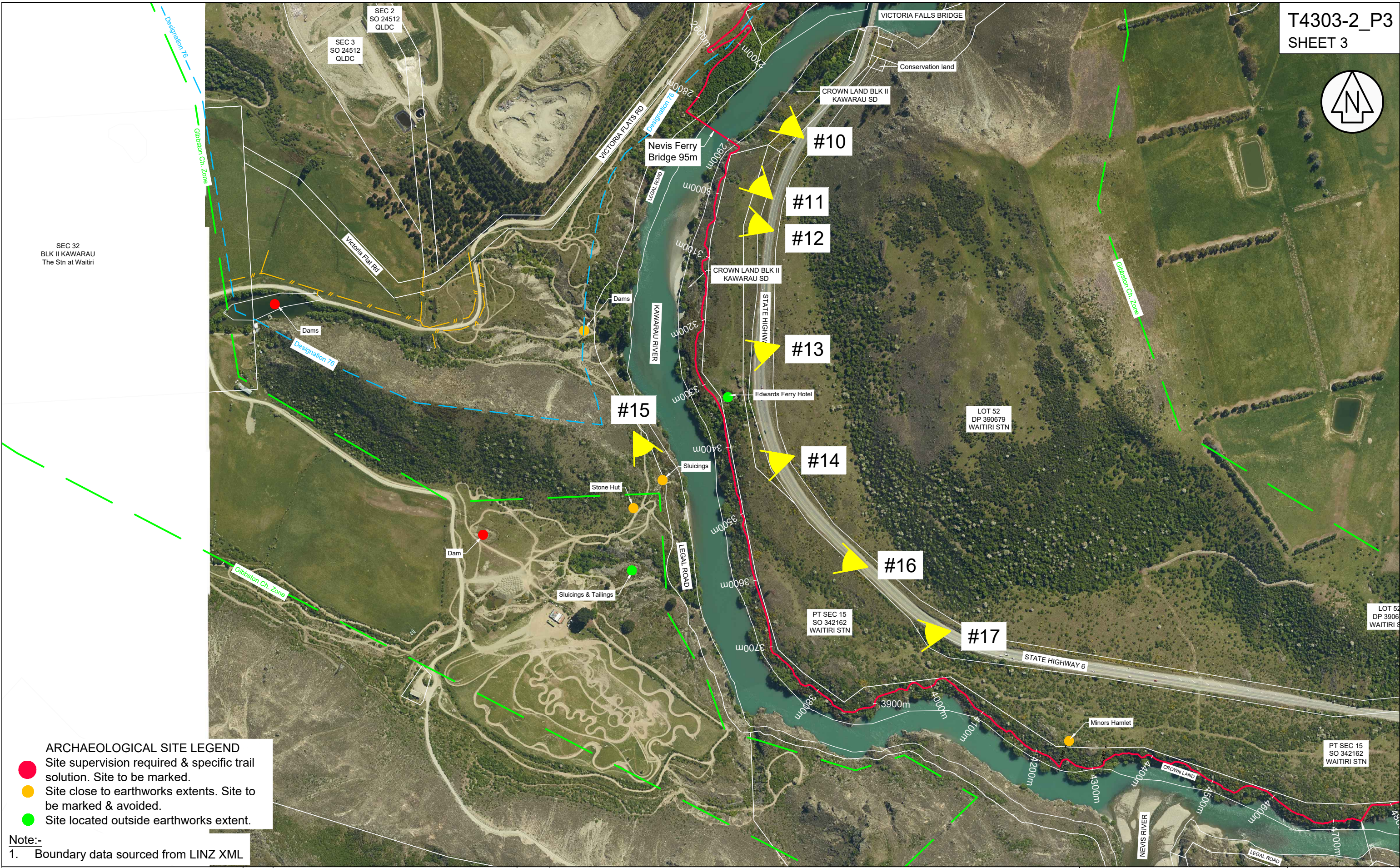
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KAWARAU GORGE TRAIL
DESIGN PLAN

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PREPARED FOR CENTRAL OTAGO QUEENSTOWN TRAIL NETWORK TRUST				SCALE 1: 5,000 @ A3	
SURVEYED TD				DATE 5/2018	
DRAWN TD				DATE 17/6/20	
CHECKED TD				DATE 18/6/20	
APPROVED TD				DATE 18/6/20	
DRAWING REFERENCE T4303-2_P3					REVISION B



ARCHAEOLOGICAL SITE LEGEND

- Site supervision required & specific trail solution. Site to be marked.
- Site close to earthworks extents. Site to be marked & avoided.
- Site located outside earthworks extent.

Note:-
1. Boundary data sourced from LINZ XML




SOUTHERN LAND
DEVELOPMENT CONSULTANTS

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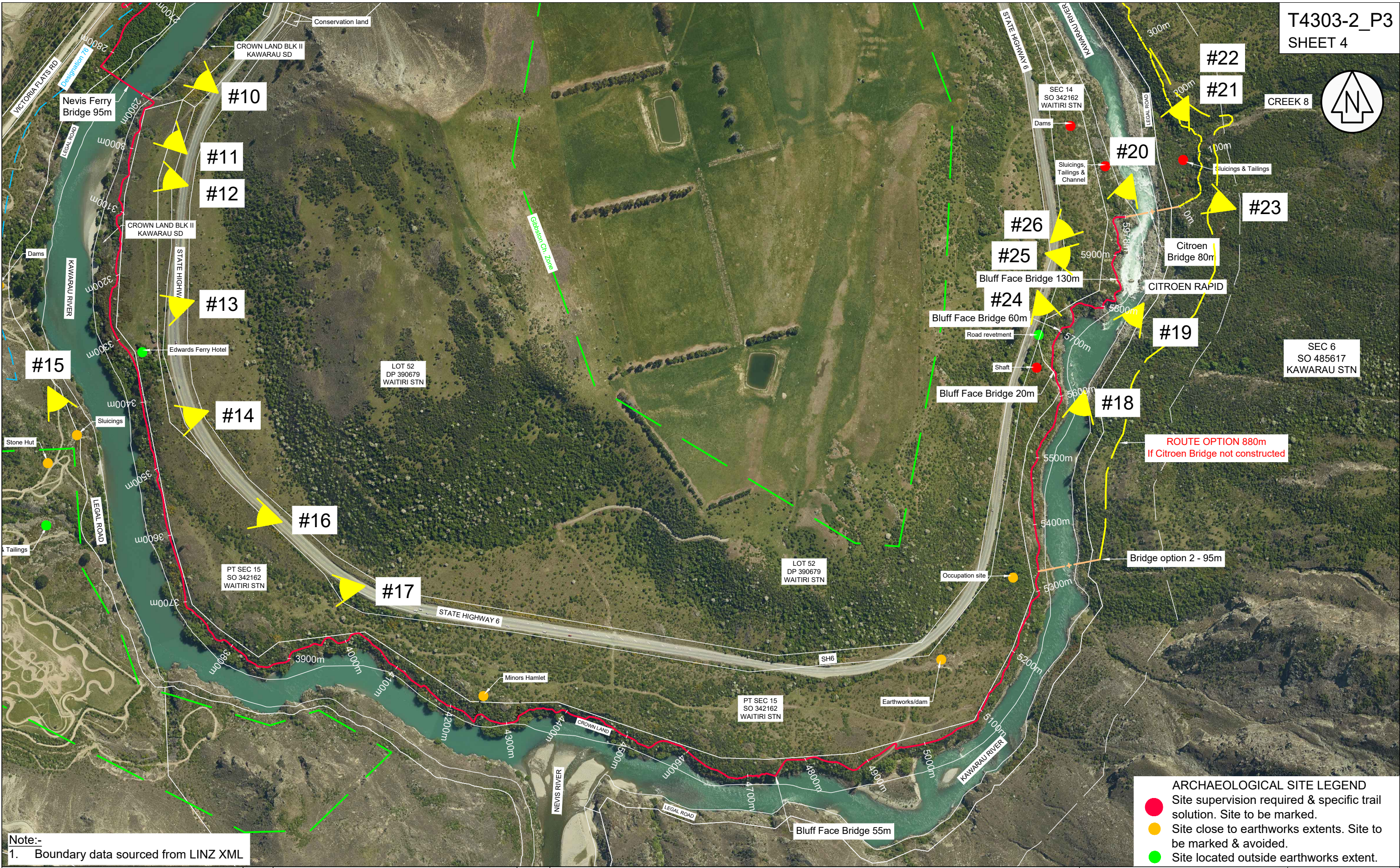
REVISION	DESCRIPTION	DATE
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B	REVISE ALIGNMENT FOR CONSENT	12/7/21





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CENTRAL OTAGO QUEENSTOWN TRAIL NETWORK TRUST				1: 5,000 @ A3	
SURVEYED TD				DATE 5/2018	
DRAWN TD				DATE 17/6/20	
CHECKED TD				DATE 18/6/20	
APPROVED TD				DATE 18/6/20	
DRAWING REFERENCE				REVISION	
T4303-2_P3				B	



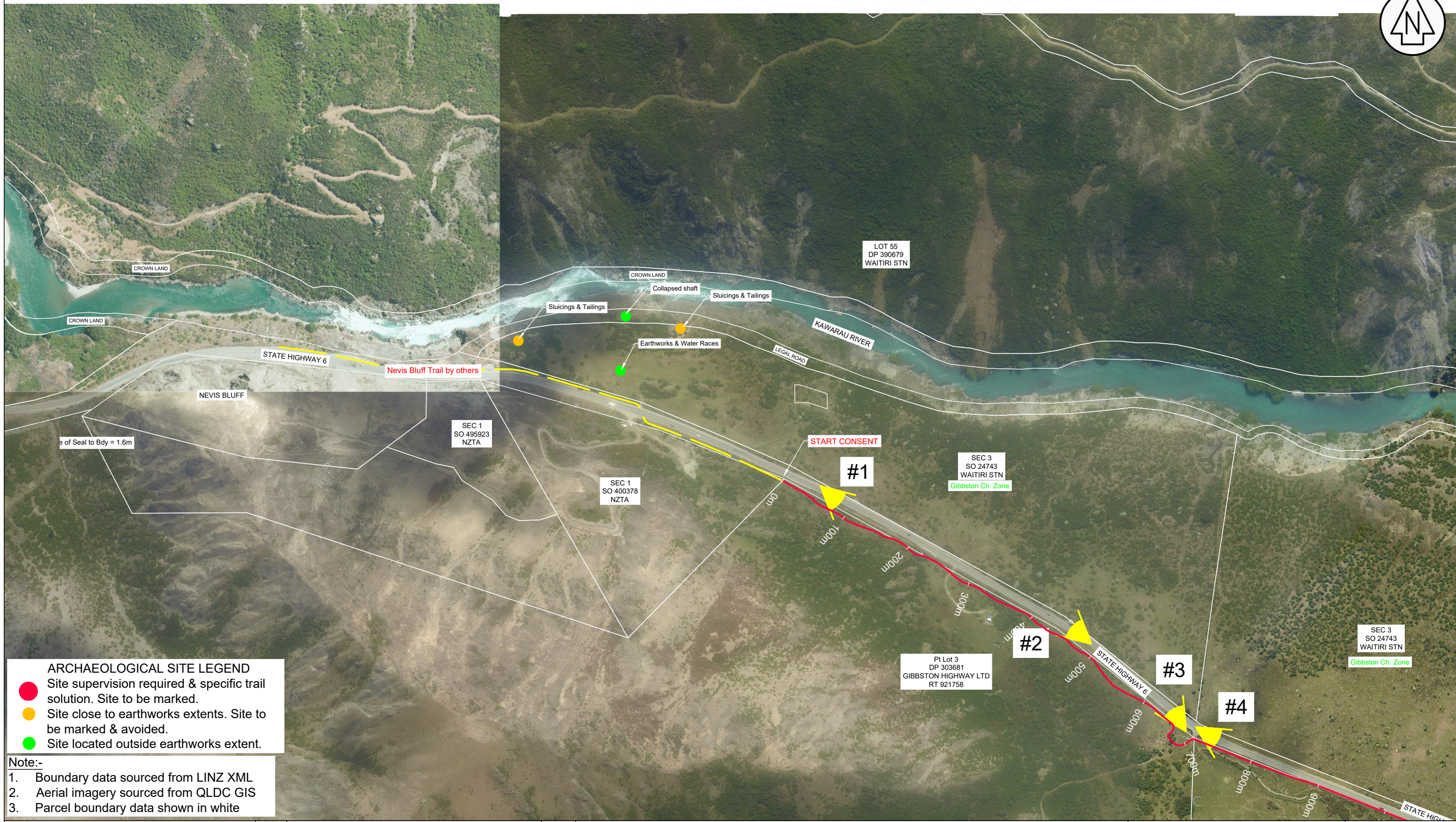
Note:-
1. Boundary data sourced from LINZ XML

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				DATUM & LEVEL NZTM 2000	
SURVEYED TD	DATE 5/2018	CHECKED TD	DATE 18/6/20	DRAWING REFERENCE T4303-2_P3	REVISION B
DRAWN TD	DATE 17/6/20	APPROVED TD	DATE 18/6/20		




ARCHAEOLOGICAL SITE LEGEND

- Site supervision required & specific trail solution. Site to be marked.
- Site close to earthworks extents. Site to be marked & avoided.
- Site located outside earthworks extent.

Note:-


- Boundary data sourced from LINZ XML
- Aerial imagery sourced from QLDC GIS
- Parcel boundary data shown in white

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B	REVISE ALIGNMENT FOR CONSENT	12/7/21



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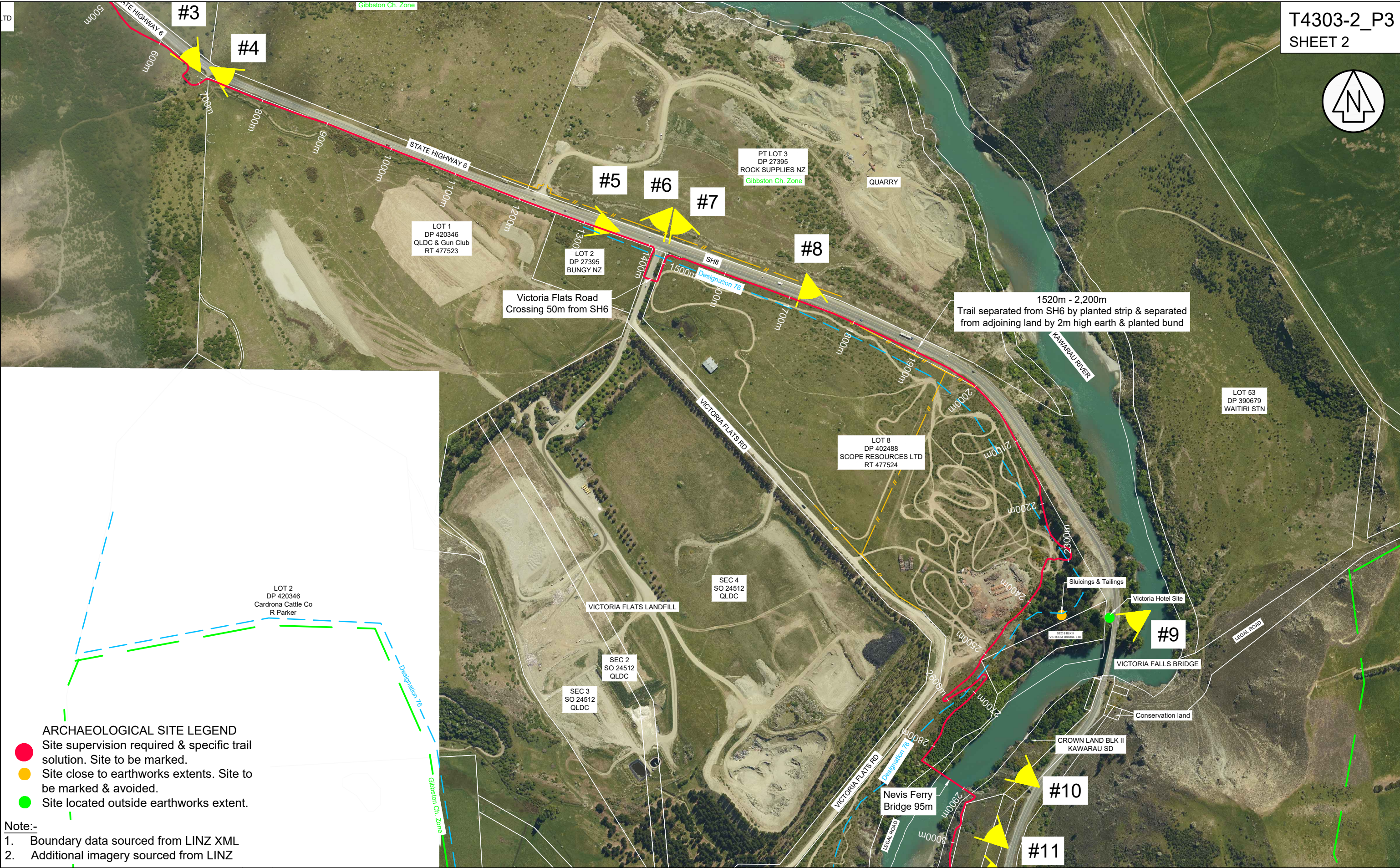
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				DATUM & LEVEL	
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TD	5/2018	TD	18/6/20	T4303-2_P3	B
DRAWN	DATE	APPROVED	DATE		
TD	17/6/20	TD	18/6/20		



LOT 2
DP 420346
Cardrona Cattle Co
R Parker

Designation 76


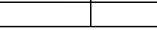
Gibbston Ch. Zone

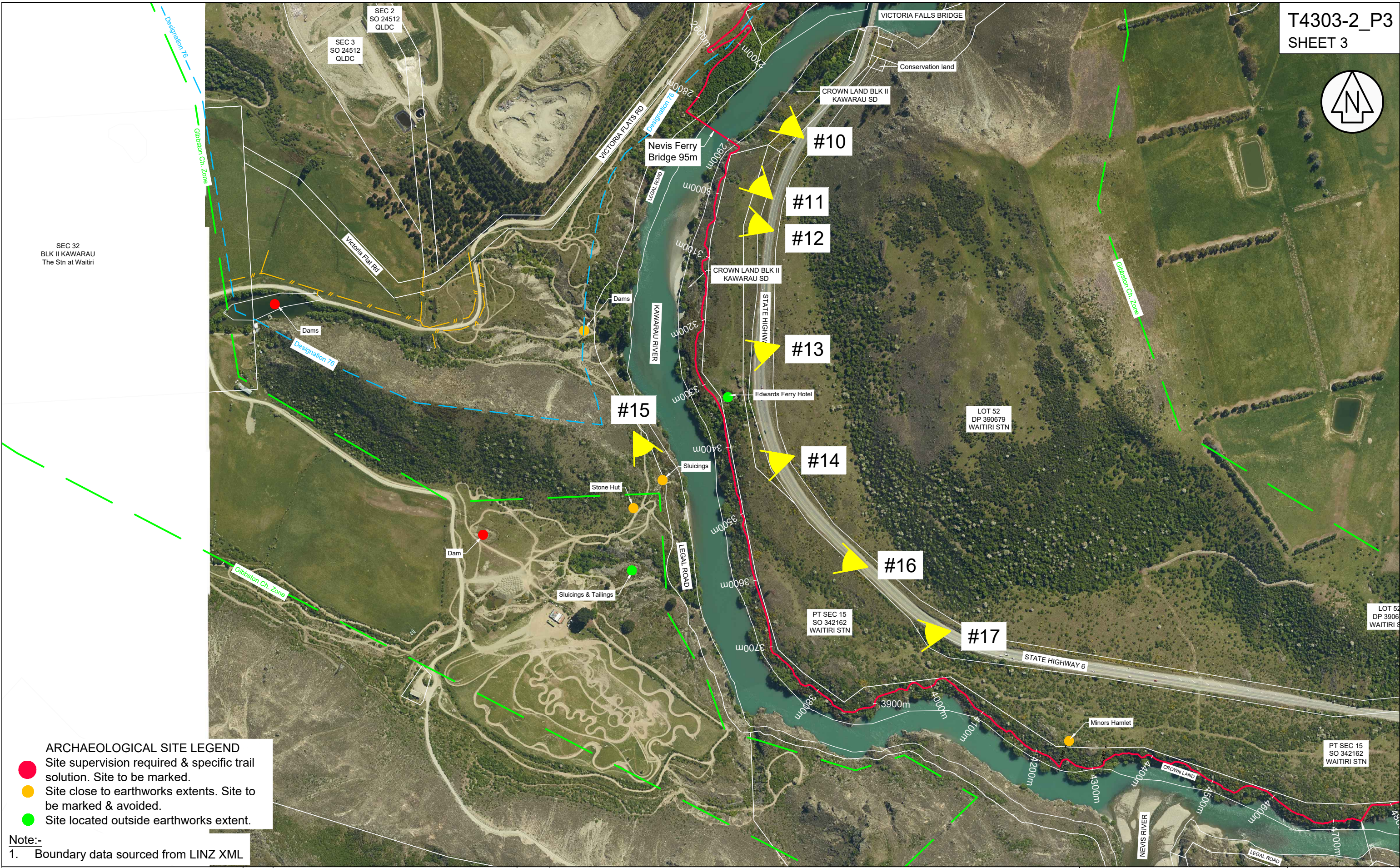
ARCHAEOLOGICAL SITE LEGEND

- Site supervision required & specific trail solution. Site to be marked.
- Site close to earthworks extents. Site to be marked & avoided.
- Site located outside earthworks extent.

Note:-

- Boundary data sourced from LINZ XML
- Additional imagery sourced from LINZ


 <div>SOUTHERN LAND</div> <div>DEVELOPMENT CONSULTANTS</div>	REVISION	DESCRIPTION	DATE	KAWARAU GORGE TRAIL DESIGN PLAN	PREPARED FOR CENTRAL OTAGO QUEENSTOWN TRAIL NETWORK TRUST	SCALE 1: 5,000 @ A3	DATUM & LEVEL NZTM 2000
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- Site located outside earthworks extent.

Note:-
1. Boundary data sourced from LINZ XML




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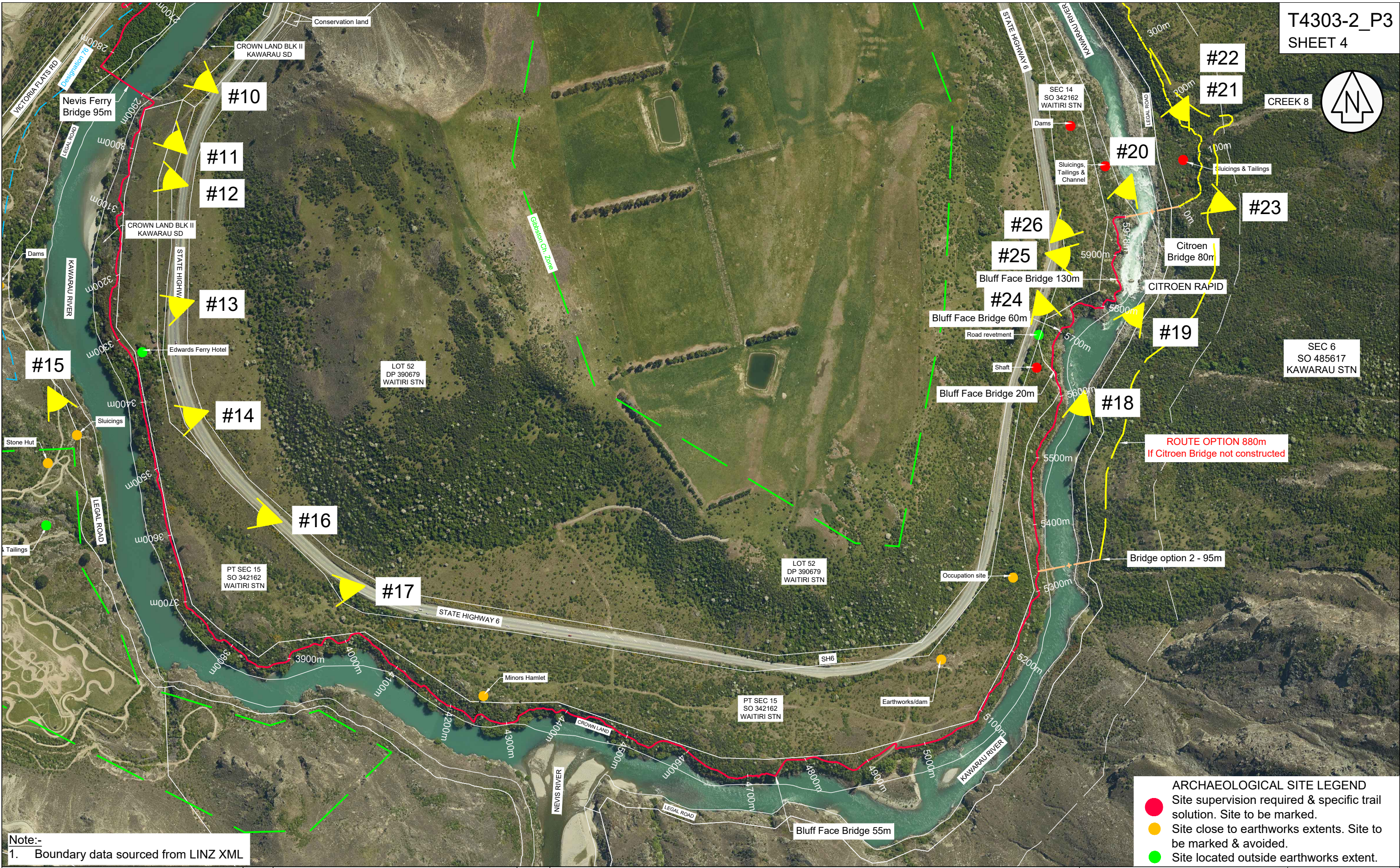
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TRAIL NETWORK TRUST**

SURVEYED	DATE	CHECKED	DATE
TD	5/2018	TD	18/6/20
DRAWN	DATE	APPROVED	DATE
TD	17/6/20	TD	18/6/20

SCALE
1: 5,000 @ A3

DATUM & LEVEL
NZTM 2000

DRAWING REFERENCE	REVISION
T4303-2_P3	B



Note:-
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T4303-2 Kawarau Gorge Trail

Nevis Bluff to Citroen Rapid – LSA site Photos

Date: 13 July 2021



Figure 1: Looking east along SH6 from start of Gibbston Highway Ltd land



Figure 2: Looking west along SH6 near Oxbow entry



Figure 3: Looking west from Oxbow entry.



Figure 4: Looking east from Oxbow entry.



Figure 5: Looking west along SH6 from west of Victoria Flats Rd



Figure 6: Victoria Flats Road intersection

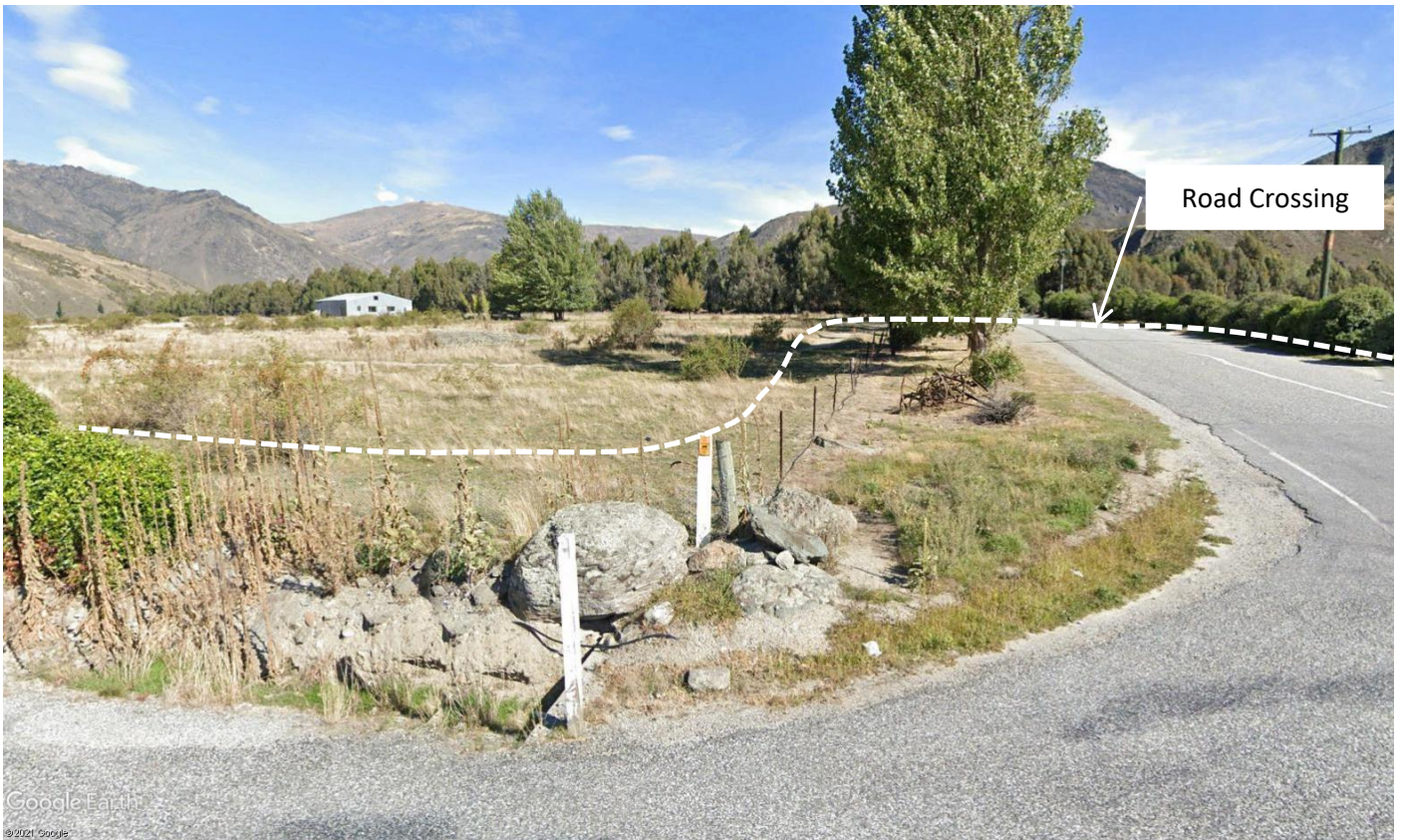


Figure 7: Cromwell side of Victoria Flats intersection



Figure 8: Looking east & south from SH6 on Cromwell side of Victoria Flats Rd intersection



Figure 9: Looking downstream at bridge from Victoria Falls, SH6



Figure 10: View from SH6 from adjacent to Bridge site. Trail obscured by vegetation.



Figure 11: Looking west from SH6 to Victoria Flat Road terrace. Bridge tops visible.



Figure 12: Looking west from SH6 to Victoria Flat Road terrace. Tops of bridge visible, trail obscured.



Figure 13: Looking southwest from SH6 at un-named hill. Trail fully obscured



Figure 14: Looking west from SH6 to un-named hill. Trail fully obscured 3,800m



Figure 15: Looking downstream at true left bank 3,800m.

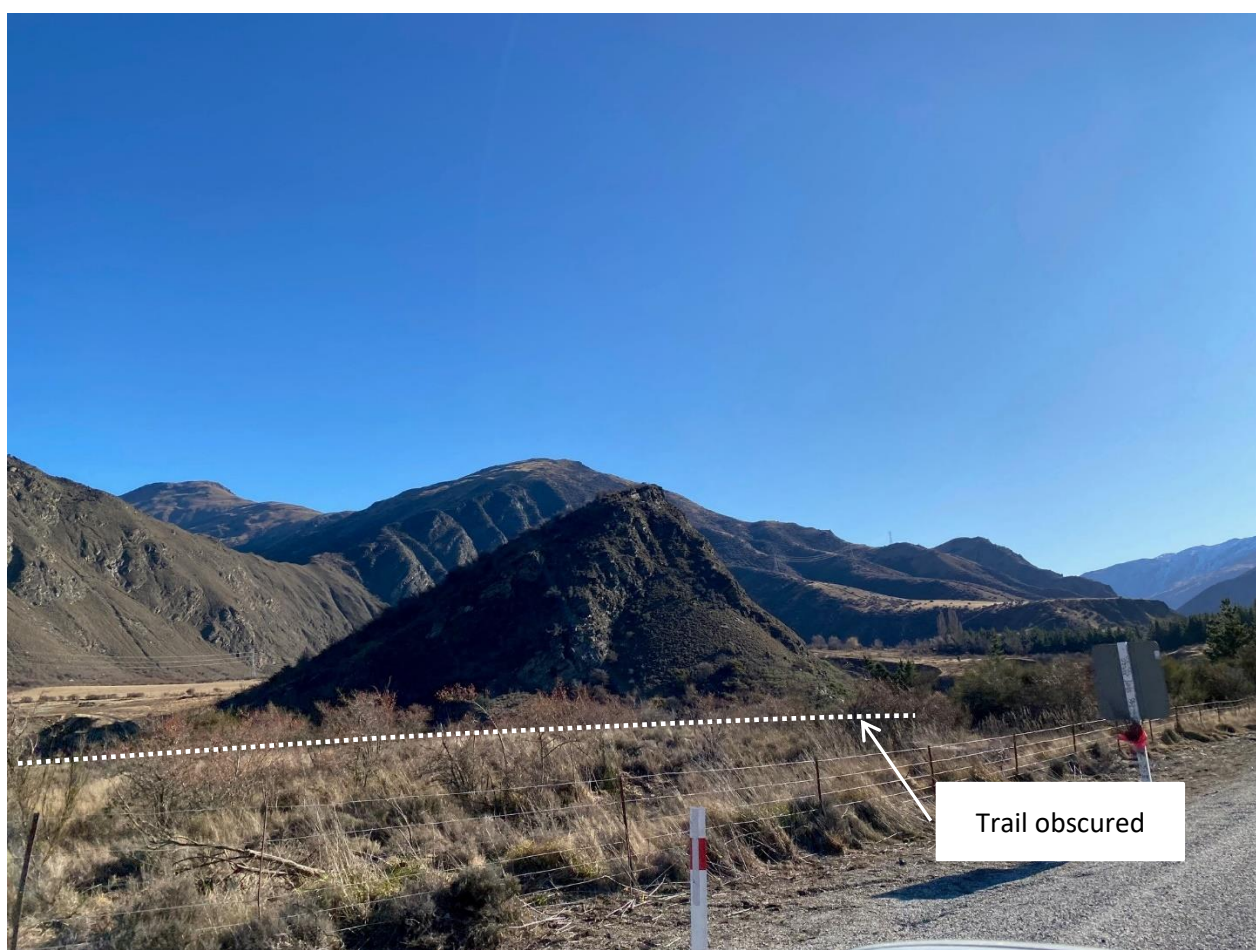


Figure 16: Looking west from SH6 toward un-named hill. Trail fully obscured

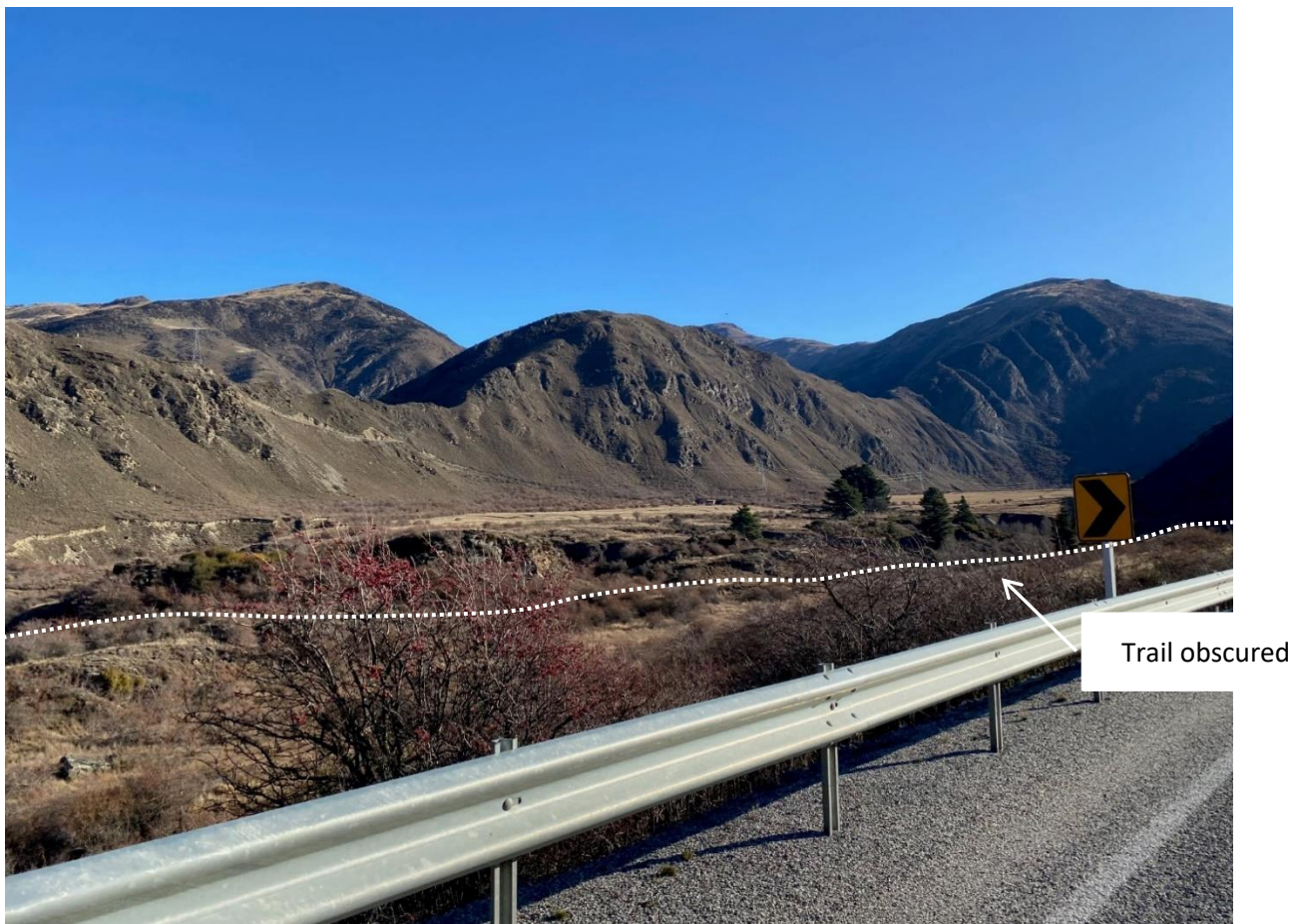


Figure 17: Looking northwest from SH6 towards Nevis Bungy road. Trail fully obscured

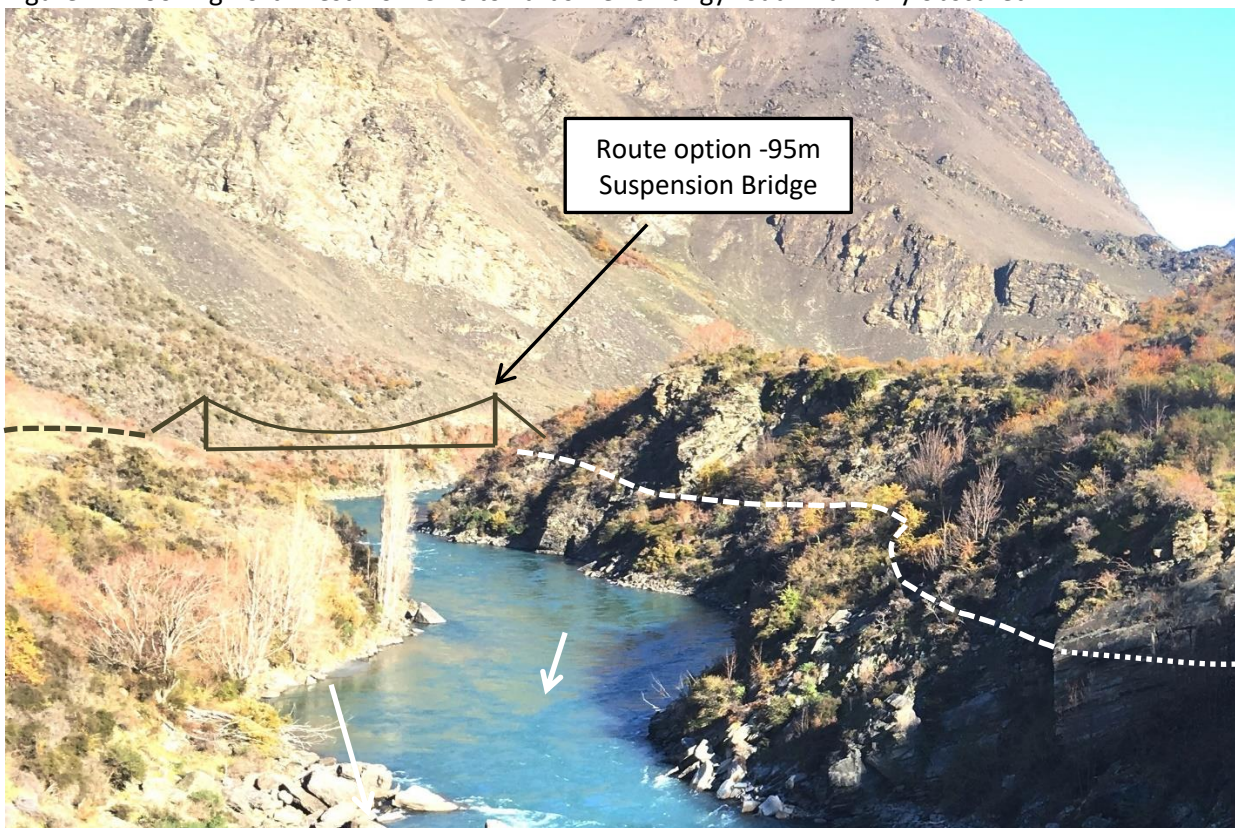


Figure 18: Looking upstream at 95m Bridge option

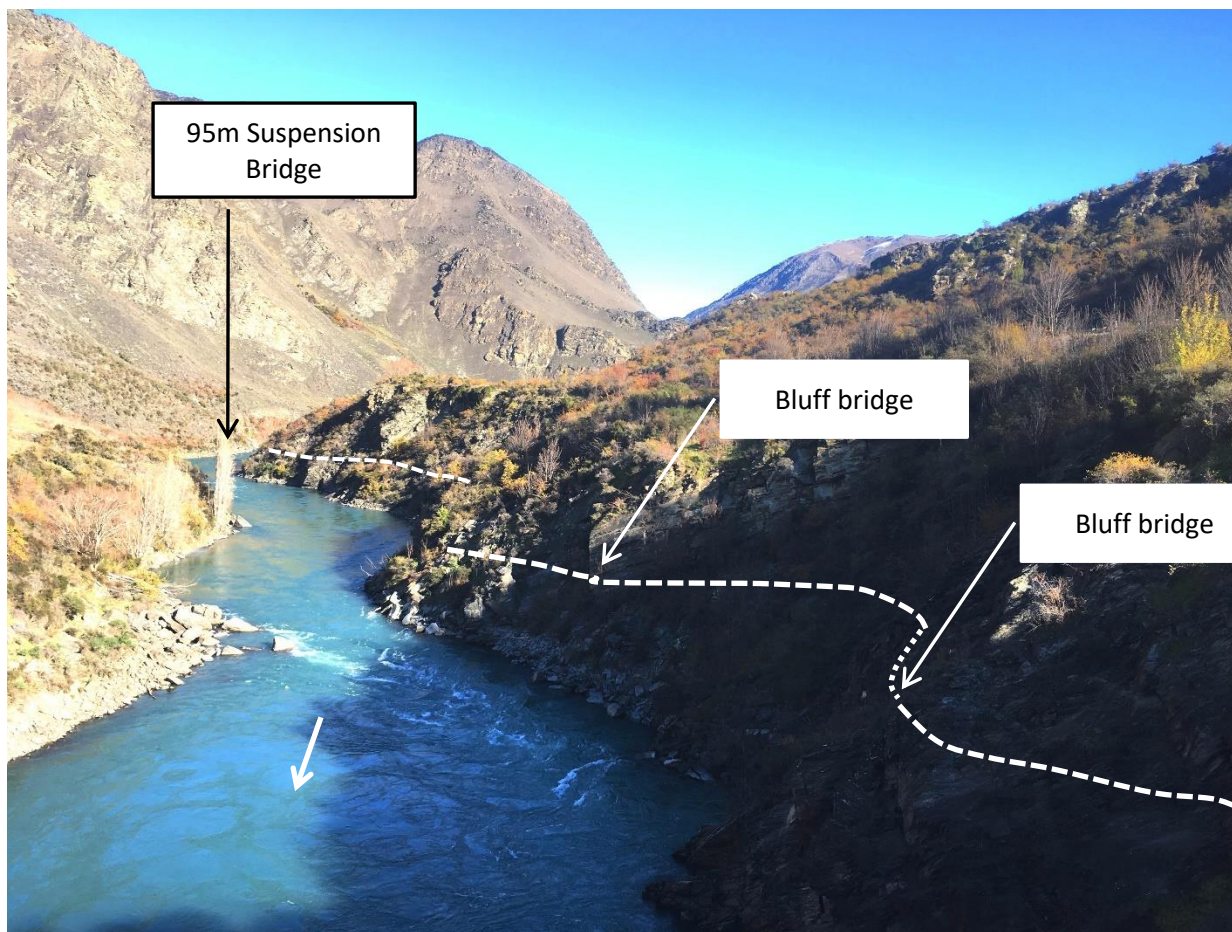


Figure 19: Looking upstream from 100m upstream of Citroen Rapid

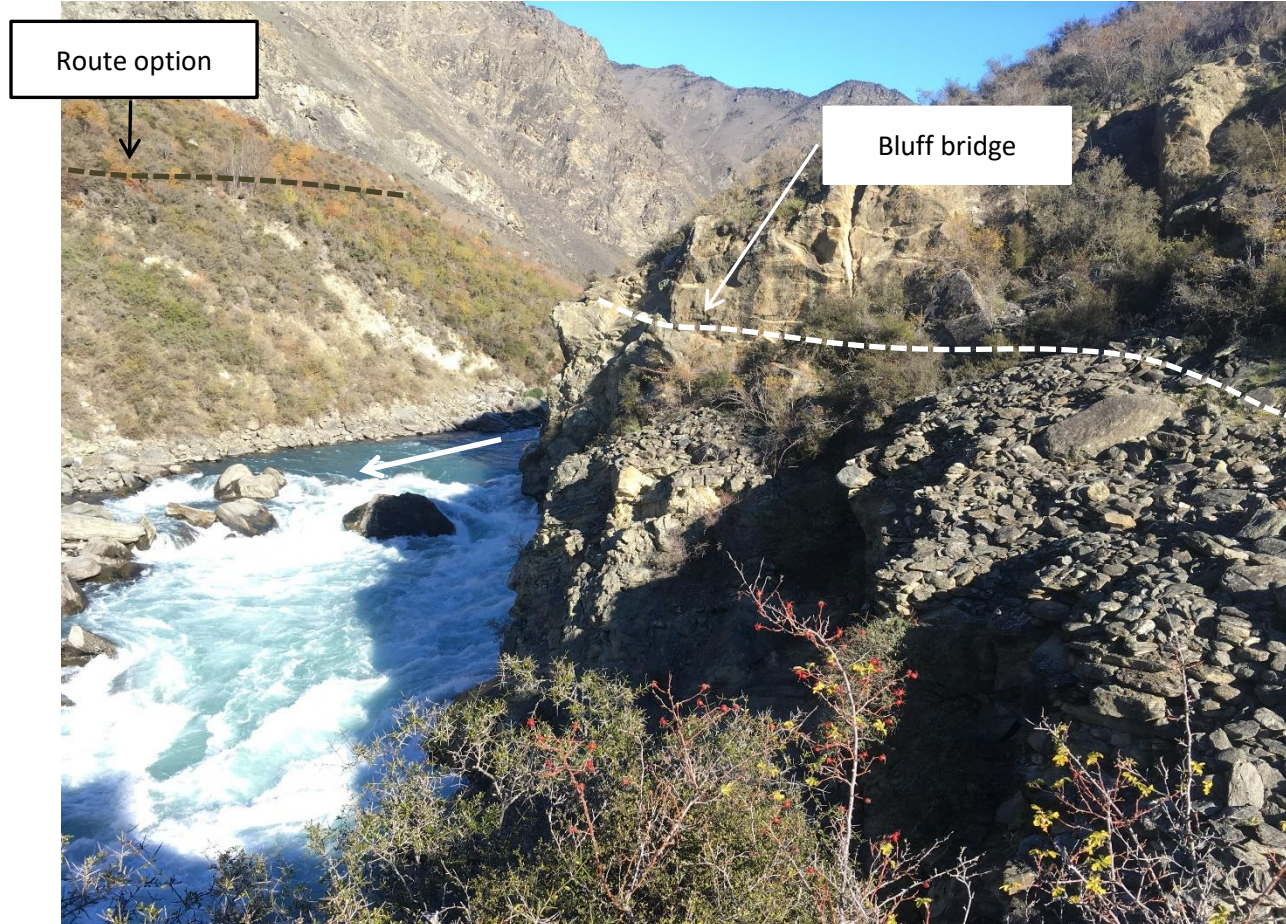


Figure 20: Looking upstream from Citroen Rapid bridge site



Figure 21: Looking upstream from 200m below Citroen Rapid bridge



Figure 22: Looking upstream from the true right bank across Citroen Rapid.



Figure 23: Pano of Citroen Rapid from true right bank

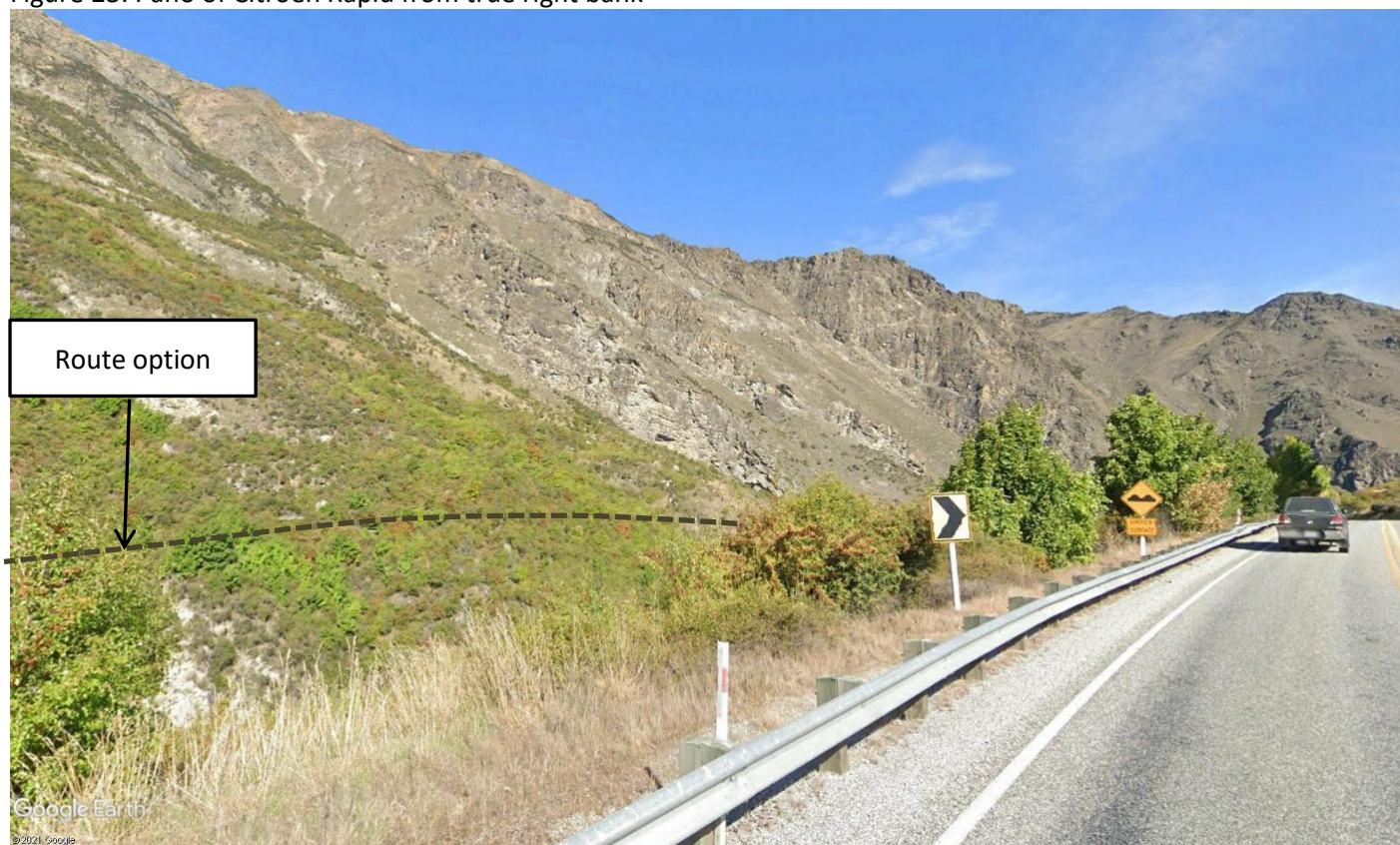


Figure 24: Looking upstream from SH6 above Citroen Bridge at True right bank

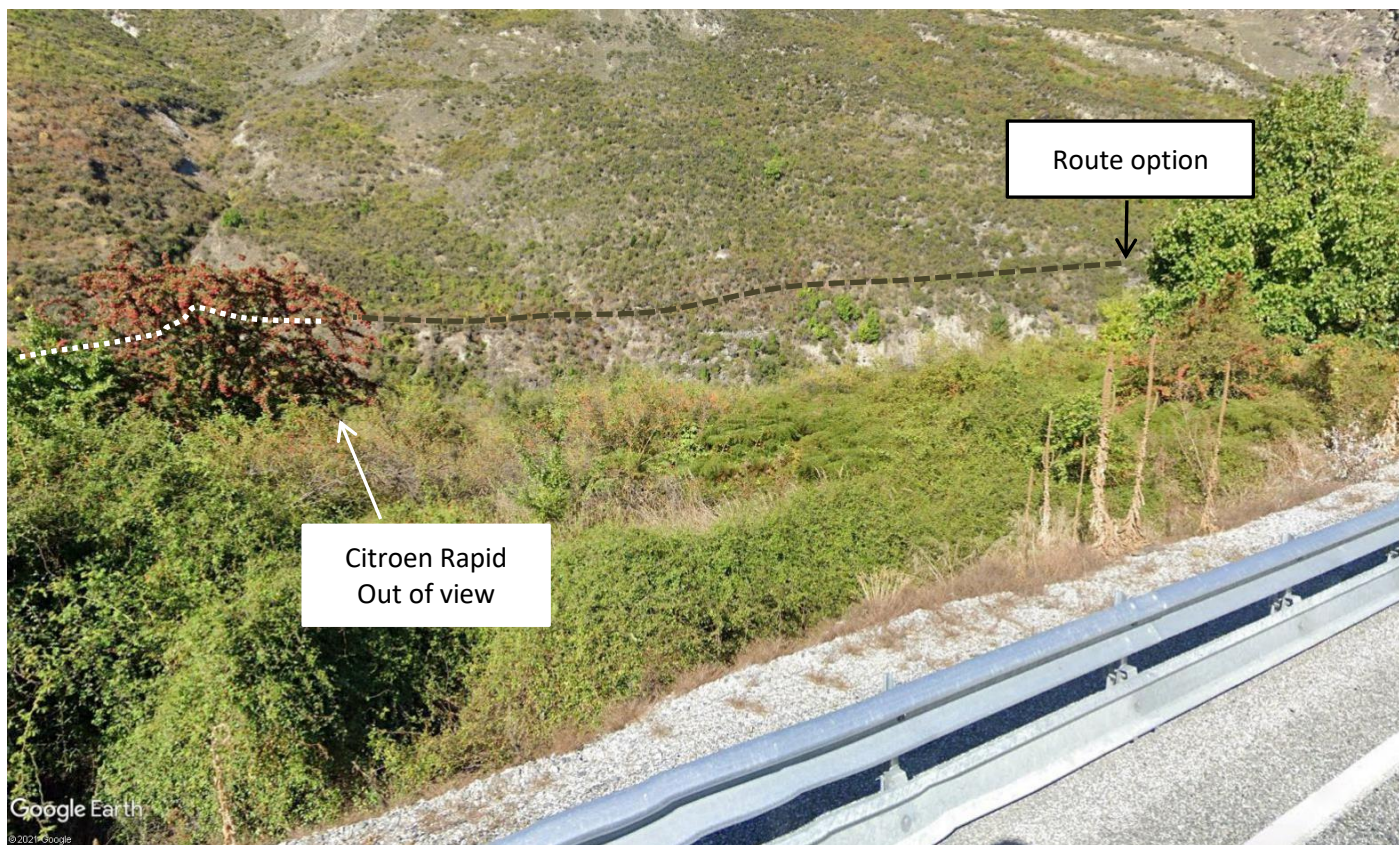


Figure 25: Looking towards True Right bank from SH6 above Citroen Bridge

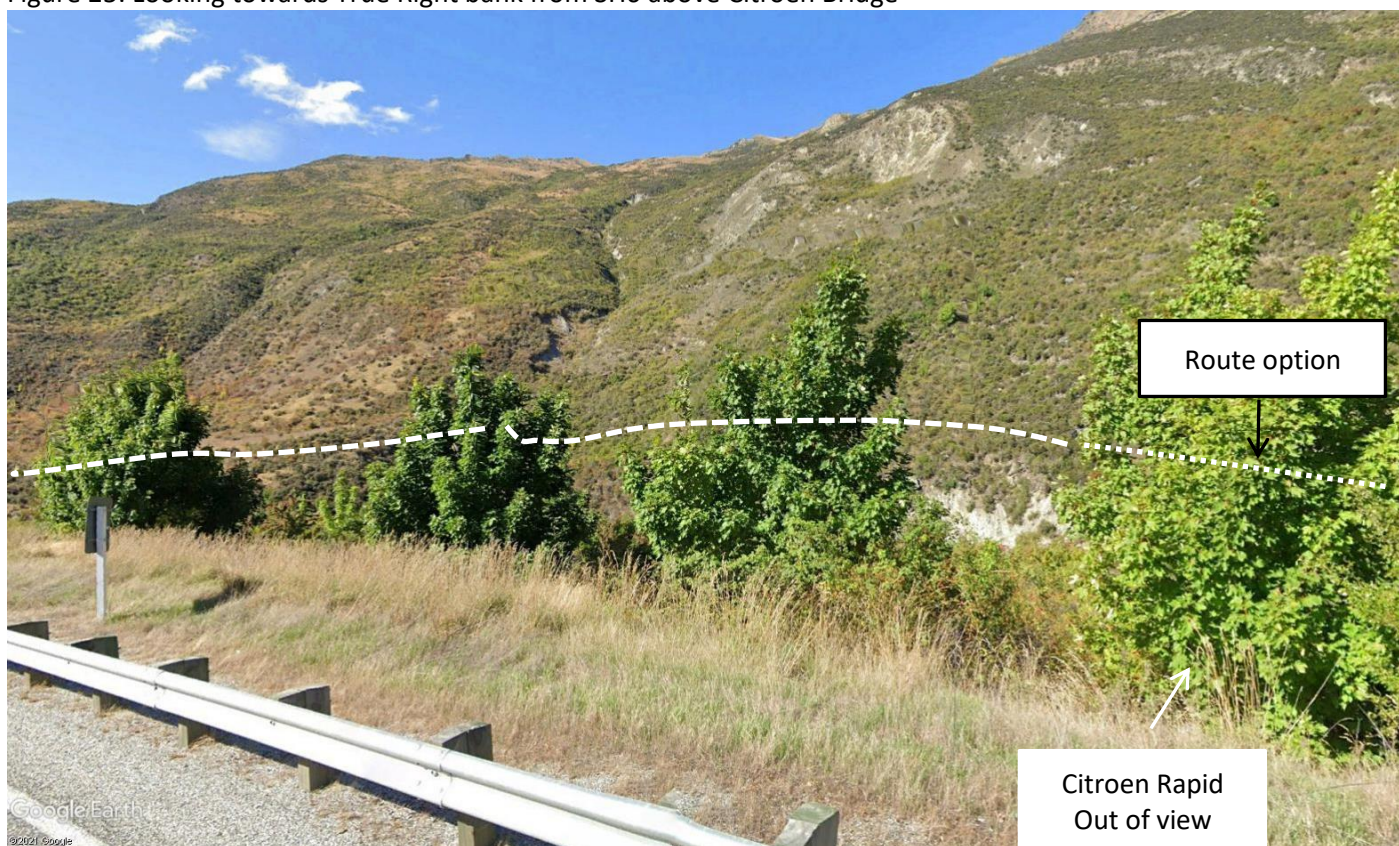


Figure 26: Looking downstream to True Right bank from SH6 above Citroen Bridge

KAWARAU GORGE CYCLE TRAIL

Addendum - Assessment of Landscape and Visual

Effects – Queenstown Lakes District Section

July 2021

1 INTRODUCTION & BACKGROUND

Since the landscape and visual assessment report (October 2020) there have been changes to the alignment of the Trail. This Addendum report details these changes and the effects on landscape and visual values.

This Addendum references the set of drawings and marked up photo-set prepared by Southern Land Ltd (July 2021) which details the new trail alignment within the Queenstown Lakes District Council boundary. The Addendum should also be read in conjunction with the October 2020 report.

1.1 SECTION 1: NEVIS BLUFF TO NEVIS FERRY BRIDGE (0.0KM-2KM APPROX.)

1.1.1 DESCRIPTION OF TRAIL AND LANDSCAPE CHARACTER OF SECTION 1 (REFER PHOTOS 1-10)

This section is located on Victoria Flats section of the Kawarau Gorge between the Nevis Bluff and Waitiri Bend.

From Nevis Bluff the trail now follows the north side of the SH6 road corridor to a new underpass. It is understood that the Nevis Bluff to the underpass is not part of this application i.e. the QLDC application starts at the underpass. From the underpass the route follows the margin of the southern side of the SH to the Oxbow Adventure Park entry where the trail deviates away from the road corridor through mounds by the Oxbow carpark and returns to the road margin. From here the route continues along the edge of SH6 next to the QLDC/Gun Club to the intersection of Victoria Flats Road where it again deviates along the edge of Victoria Flats Road and crosses this road about 50m from SH6. From here it returns to the SH6 margin with a 2-3m wide vegetation strip separating the trail and SH6 and follows the edge of SH6 east towards Victoria Bridge. The route then leaves the SH corridor and swings to the south through trees by an old sawmill site on private land and descends the true right river escarpment via two switchbacks to a proposed new suspension bridge (Nevis Ferry Bridge) over the Kawarau River. The new bridge is 350m downstream of the Victoria Bridge.

The Victoria flats trail section is on flat topography with predominantly dry exotic grasses/herbs, and weeds. The latter include briar, hawthorn and broom. There are a few remnant native shrubs eg *Coprosma propinqua*.

At the top of the hill above Victoria Bridge, the trail departs SH6 and passes through exotic conifer trees, poplar and groves of sycamore. The river bank is densely vegetated with a mix of exotic scrub, trees and native shrubland.

1.1.2 ASSESSMENT OF EFFECTS ON SECTION 1

There are no landscape and visual effects along the SH6 corridor along the Victoria Flats section. The Trail will sit alongside the road corridor with minimal earth disturbance and no disturbance of any significant vegetation.

The section descending down to the proposed new Nevis Ferry Bridge including switchbacks is through either dense trees or mixed scrub and native shrubland and will largely be hidden from view and masked by existing vegetation.

The new suspension bridge will be a new structure across the river which will offer riders expansive views of the Kawarau River corridor as it rounds Waitiri bend from Victoria Bridge toward the Nevis River confluence. It will be a positive new addition to the riverscape in this section.

The bridge will be most easily viewed by passing traffic on the Victoria Bridge.

In summary the effects for the Victoria Flat section is assessed as Very Low due to the flat to gentle terrain and the extent of landscape modification present. The trail can be easily absorbed across this section. On the section from the top of the hill above the Victoria bridge down the river escarpment and including the Nevis Ferry bridge is assessed as Low.

(refer 7.1.1 Table 1: Definition of Effects Ratings used in this assessment in the July 2020 Kawarau Gorge Cycle Trail Landscape and Visual Assessment Report).

1.2 SECTION 2: NEVIS FERRY BRIDGE TO CITROEN BRIDGE

1.2.1 DESCRIPTION OF TRAIL AND LANDSCAPE CHARACTER OF SECTION 2 (REFER PHOTOS 11-31)

From the Nevis Ferry bridge the route follows the true left bank of the river within Crown Land and follows the riverbank past the Nevis River confluence to the proposed Citroen Rapid bridge.

Due to the rugged topography the lower section includes the use of a series of rock face bridges (similar to those used on the recently completed Lake Dunstan Cycle Trail). The rock face bridges are within the upper face of the inner gorge of the river and are fixed to the vertical rock faces.

In the event of the rock face bridges not being achievable an alternative bridge is proposed at Distance 5200m to cross the Kawarau River and continue on the true right bank to intersect the original alignment 300m downstream of the Citroen Rapid.

Section 2 is within the area known as Waitiri Bend of the Kawarau Gorge downstream of Victoria Flats. It comprises narrow terrace flats and river bank between the river and the elevated terrain and mountain slopes enclosing the river gorge. The river is deeply incised within the generally steep-sided inner gorge.

An unnamed, pyramid shaped hillock is a prominent topographic feature on the opposite side of the river from where the trail is proposed downstream of the proposed Nevis Ferry bridge.

SH6 is located on the terrace flats aligned more or less parallel with the river. The land between the river and SH6 is not grazed by stock but is heavily infested by rabbits. Wild goats are also present. Vegetation is dry grass, thyme with extensive mixed scrub and weeds (mainly briar and hawthorn). Included in the mix are scattered native shrubs especially nearer Citroen Rapid. Short tussock and native ground cover species are also present.

Downstream of the Nevis Ferry bridge includes similar vegetation type but also includes thickets of sycamore and hawthorn marking the site of the Edwards Ferry Hotel.

Tailings left from early mining are dotted along the riverbank.

Below the Nevis confluence the terrain on the true left of the river is increasingly steep, rugged and wild. The trail is located either on the edge of river bank or on the upper rock face within the rivers inner gorge via a series of rock face bridges (total 265m) to negotiate this section. This option would allow for a unique and memorable trail experience close to and within the inner gorge of the river.

The alternative route sought for consent is for a bridge at Distance 5200m to cross the Kawarau River and continue on the true right bank to intersect the original alignment 300m downstream of the Citroen Rapid.

1.2.2 ASSESSMENT OF EFFECTS ON SECTION 2

The section from the Nevis Ferry bridge follows the river bank on easy terrain with predominantly thyme and mixed scrub and will mostly be out of view from SH6.

The section downstream of the Nevis River confluence to the Citroen Rapid bridge (Option 1) is significantly more challenging terrain. The rock face sections within the river gorge will be new structures within the river corridor (as will the Citroen Rapid bridge) and to some degree will impact on the wild and scenic characteristics of the river in a section of the river where there are currently no man-made features.

As can be seen with the new Lake Dunstan Trail these types of structures fit comfortably and can be easily absorbed in a natural environment due to appropriate design and materials and due to the scale of the structures in relation to the scale of the receiving landscape. Furthermore they are additions that if removed would return the landscape to its natural state without permanent change providing added justification for their acceptability.

This section (Option1) will not be visible from SH6.

The alternate route with the bridge relocated upstream (Bridge Option 2) and the trail following along the true left bank would have greater visual effects with the trail following along the toe slopes of Mount Difficulty mostly in direct view from SH6. There would be short term visual effects following construction but the terrain is easy and the dense vegetative cover will mitigate visual effects.

In summary Option 2 has greater visual effects but little or no effect on the wild and scenic characteristics of the river. Option 1 has no visual effects from SH6 but some effects (assessed as low to moderate) on the rivers wild and scenic characteristics. Both options are acceptable in landscape and visual terms.

The bridge will be a new light weight suspension bridge. This and the rock face bridges are typical of recreational structures in natural environments throughout the Department of Conservation Estate.

The effects rating (*from the Definition of Effects Rating Table*) is assessed as Moderately Low for Option 1 and Low for Option 2.

Moderately Low is defined as '*Moderate to low but still noticeable change in the characteristics, key attributes or quality of the landscape and/or a low and barely noticeable change in views or perceived visual amenity.*'

2 RELEVANT PLANNING MATTERS AND PROVISIONS

These matters are addressed in the main report Kawarau Gorge Cycle Trail Landscape and Visual Assessment , October, 2020 and comments in that report remain relevant for the proposed alignment changes.

2.1 KAWARAU WATER CONSERVATION ORDER (1997)

The main stem of the Kawarau River is covered by this WCO which protects the rivers 'outstanding, wild, scenic and other characteristics'.

Comment:

The outstanding, wild, scenic and other characteristics will be maintained and upheld by the proposed Cycle Trail for either Options 1 or 2.

For option 1 the sections with rock face bridges will have some effects on the wild, scenic and other characteristics (rated as moderately low) but will not be adverse effects and will facilitate the public's use and enjoyment of the wild and scenic values of the river in a section of the river not normally experienced by the public.

Philip Blakely
Registered Landscape Architect
Blakely Wallace Associates

July 2021

T4303-2 Kawarau Gorge Trail

Nevis Bluff to Citroen Rapid – LSA site Photos

Date: 26 July 2021



Figure 1: Looking east along SH6 from start of Gibbston Highway Ltd land



Figure 2: Looking west along SH6 adjoining Oxbow. Trail obscured by landscape bunds



Figure 3: Looking east adjoining Oxbow



Figure 4: Looking west from 50m east of Oxbow entry.



Figure 5: Looking east from Oxbow entry.



Google Earth
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Figure 6: Looking west along SH6 from west of Victoria Flats Rd



Figure 7: Victoria Flats Road intersection

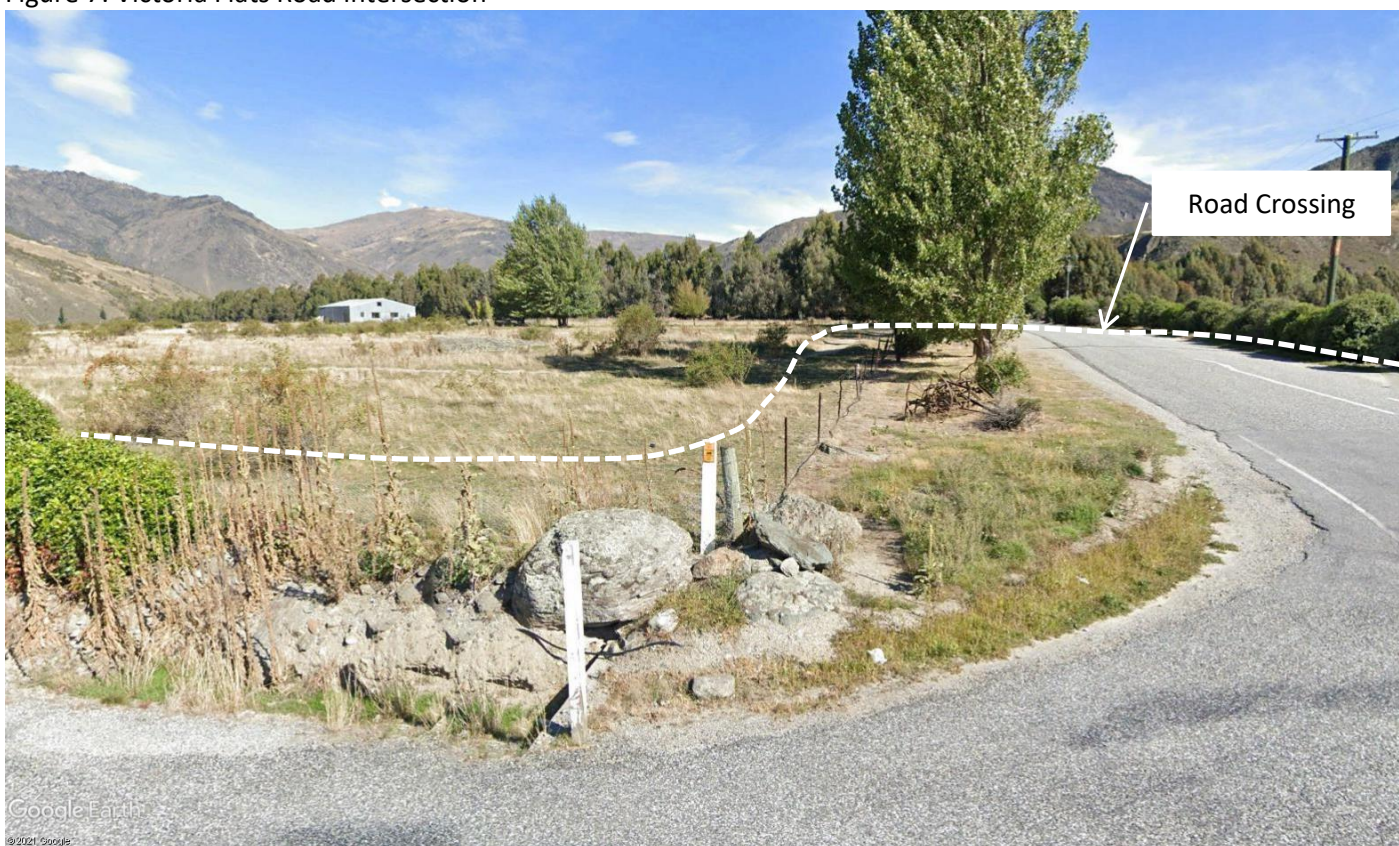


Figure 8: Cromwell side of Victoria Flats intersection



Figure 9: Looking east & south from SH6 on Cromwell side of Victoria Flats Rd intersection

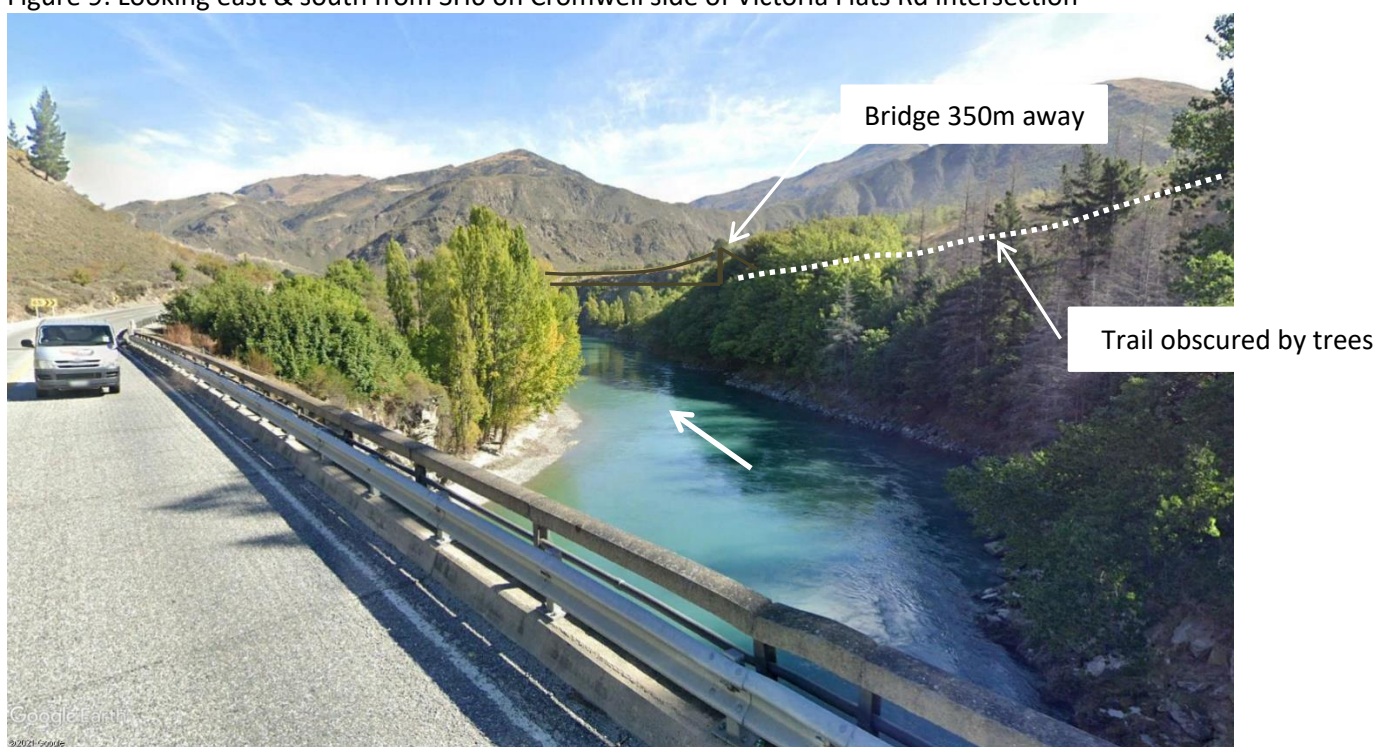


Figure 10: Looking downstream at bridge from Victoria Falls, SH6

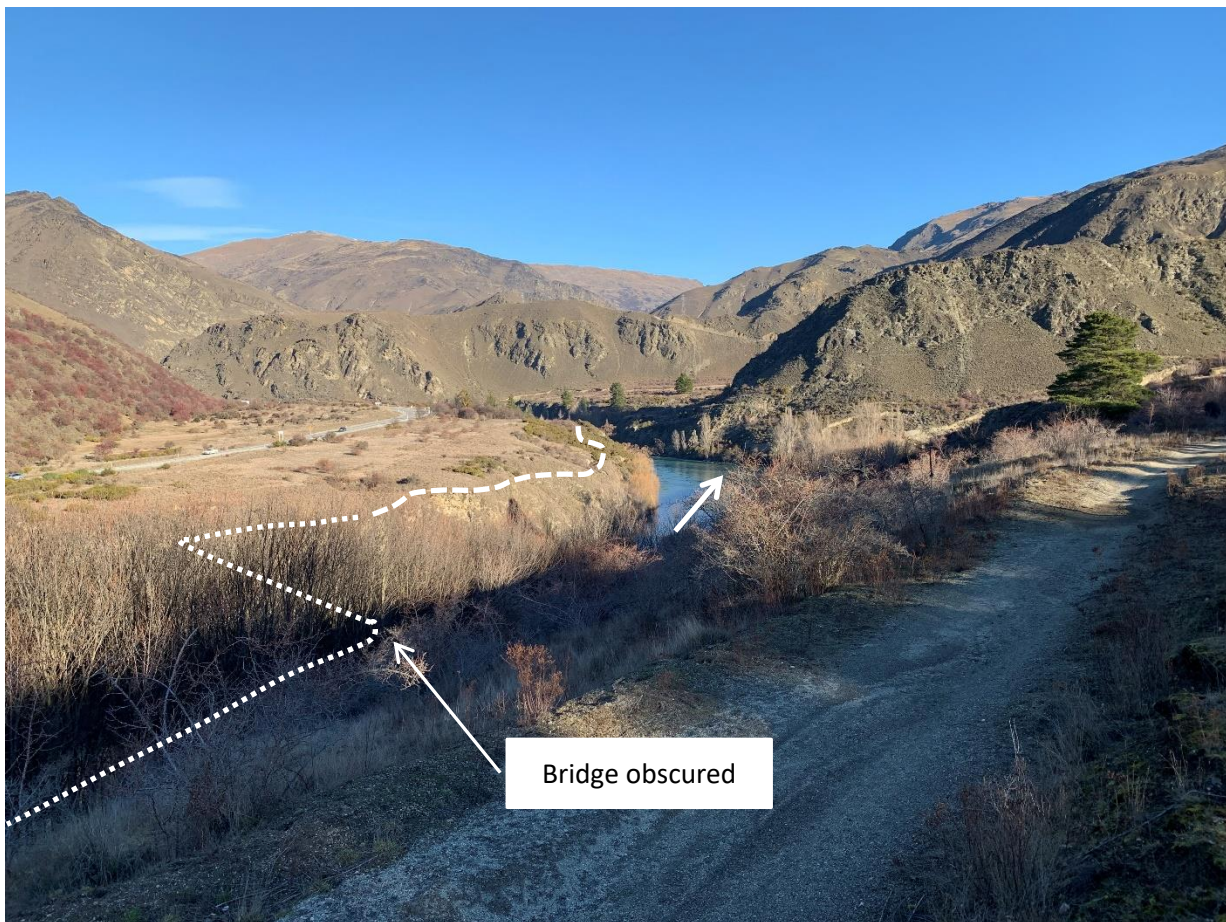


Figure 11: Looking towards True Left bank of Kowarau River from edge of Victoria Flats Road



Figure 12: Bridge site viewed from true left bank looking downstream



Figure 13: View from SH6 from adjacent to Bridge site. Trail obscured by vegetation.



Figure 14: Looking west from SH6 to Victoria Flat Road terrace. Bridge tops visible.



Figure 15: Looking west from SH6 to Victoria Flat Road terrace. Tops of bridge visible, trail obscured.



Figure 16: Looking southwest from SH6 at un-named hill. Trail fully obscured



Figure 17: True left bank downstream of bridge



Trail obscured

Figure 18: Looking west from SH6 to un-named hill. Trail fully obscured 3,800m



Figure 19: Looking downstream at true left bank 3,800m.



Figure 20: Looking west from SH6 toward un-named hill. Trail fully obscured

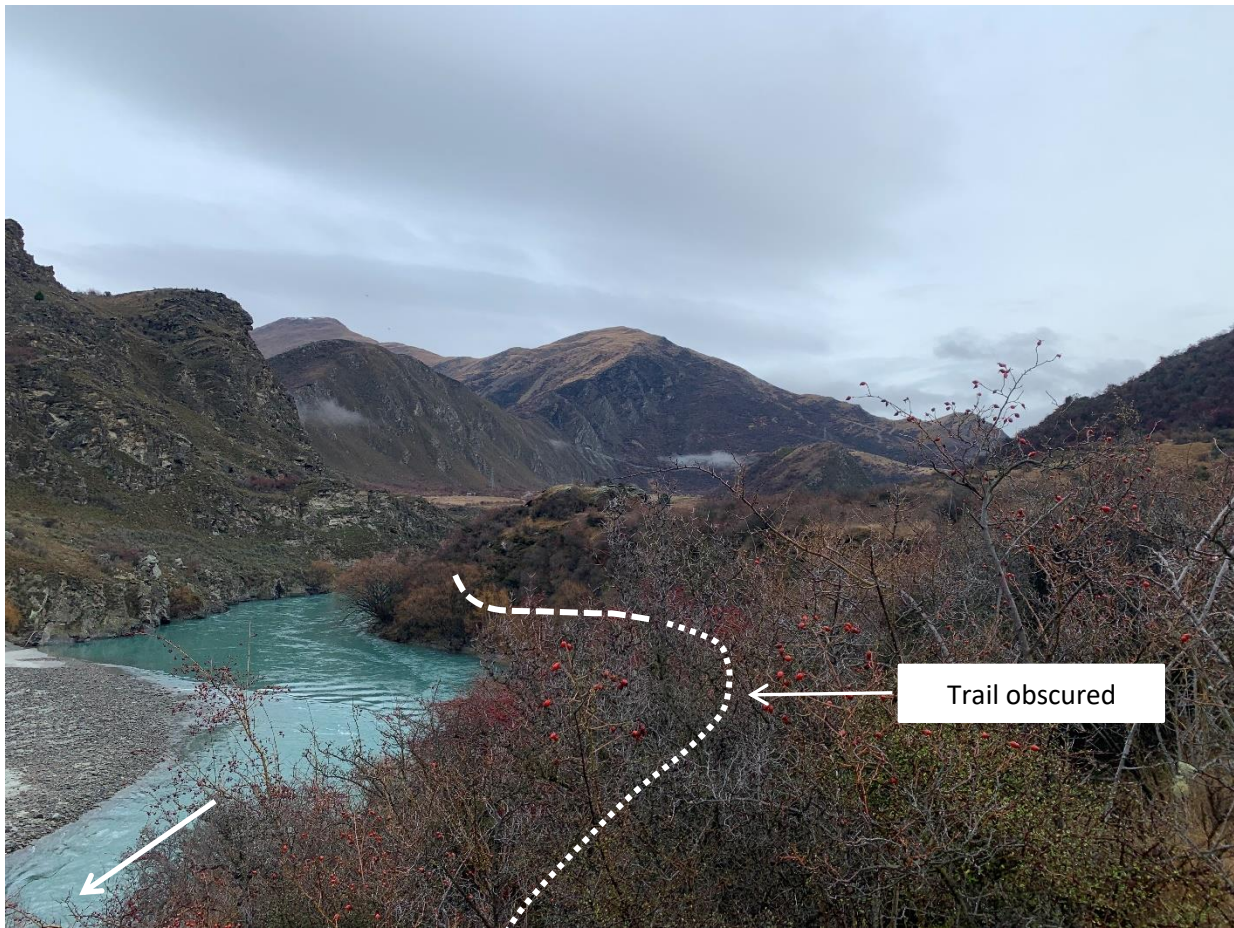


Figure 21: Nevis River confluence looking upstream



Figure 22: Looking northwest from SH6 towards Nevis Bungy road. Trail fully obscured



Figure 23: Looking upstream at 95m Bridge option

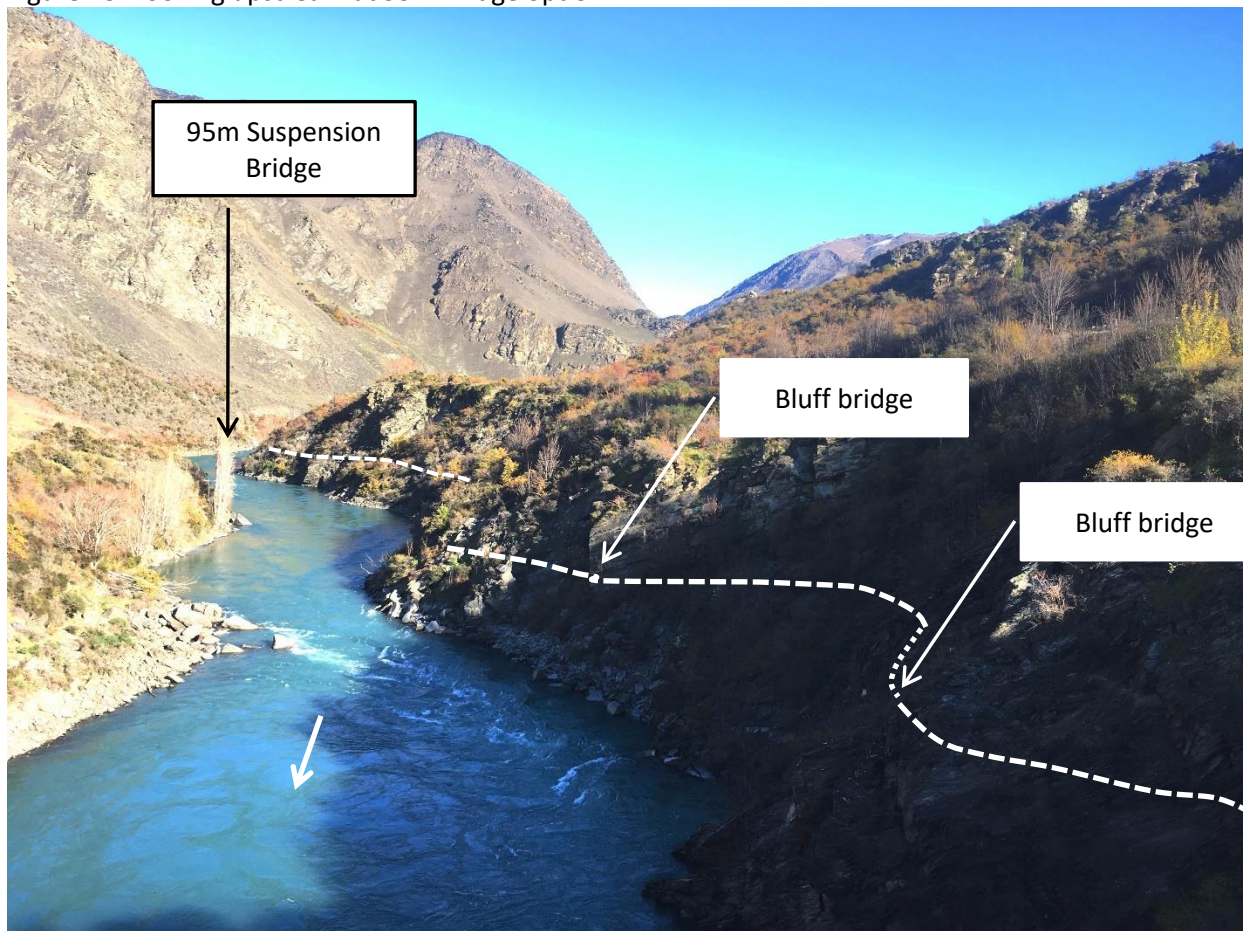


Figure 24: Looking upstream from 100m upstream of Citroen Rapid

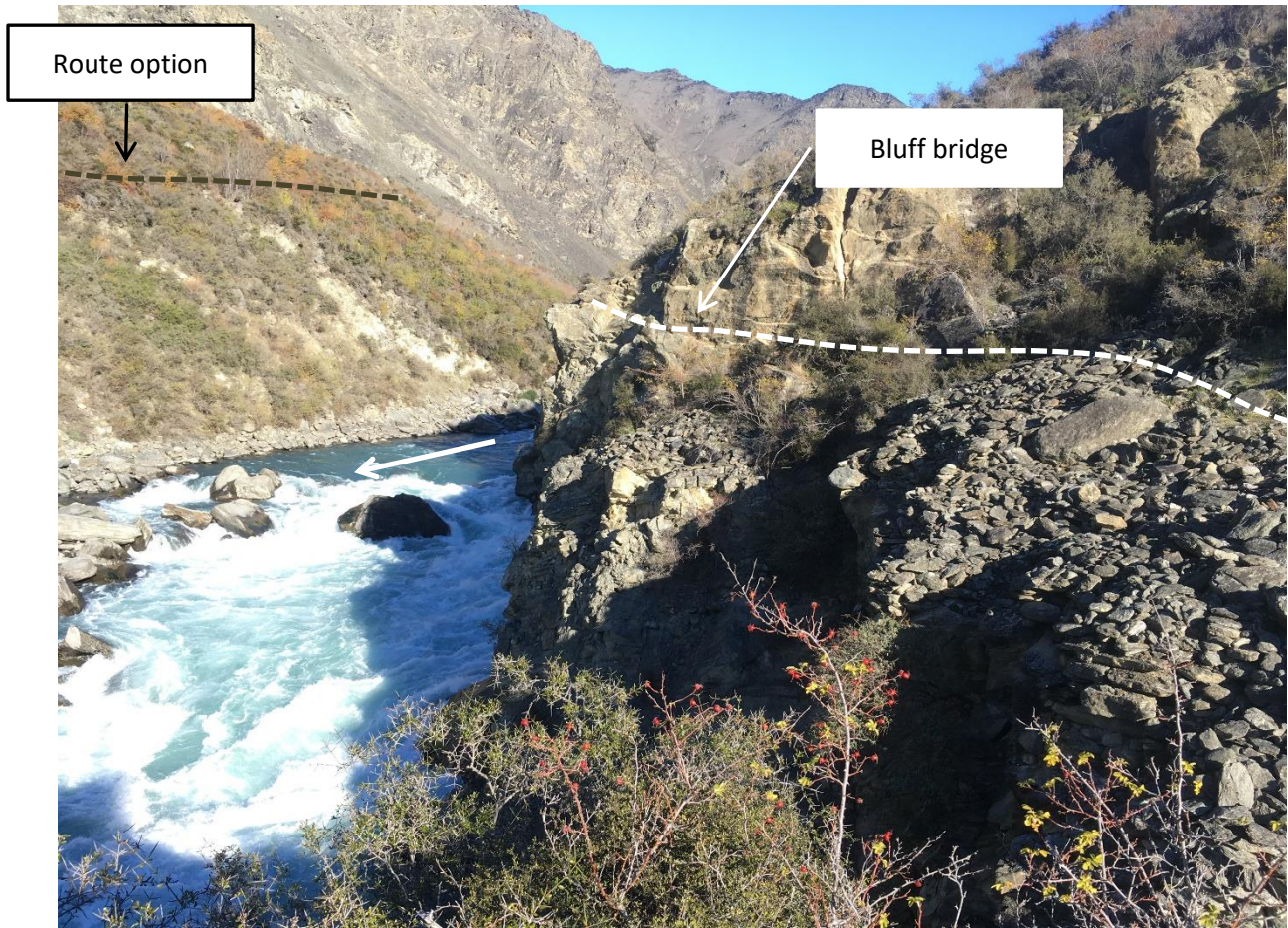


Figure 25: Looking upstream from Citroen Rapid bridge site



Figure 26: Looking upstream from 200m below Citroen Rapid bridge



Figure 27: Looking upstream from the true right bank across Citroen Rapid.



Figure 28: Pano of Citroen Rapid from true right bank



Figure 29: Looking upstream from SH6 above Citroen Bridge at True right bank

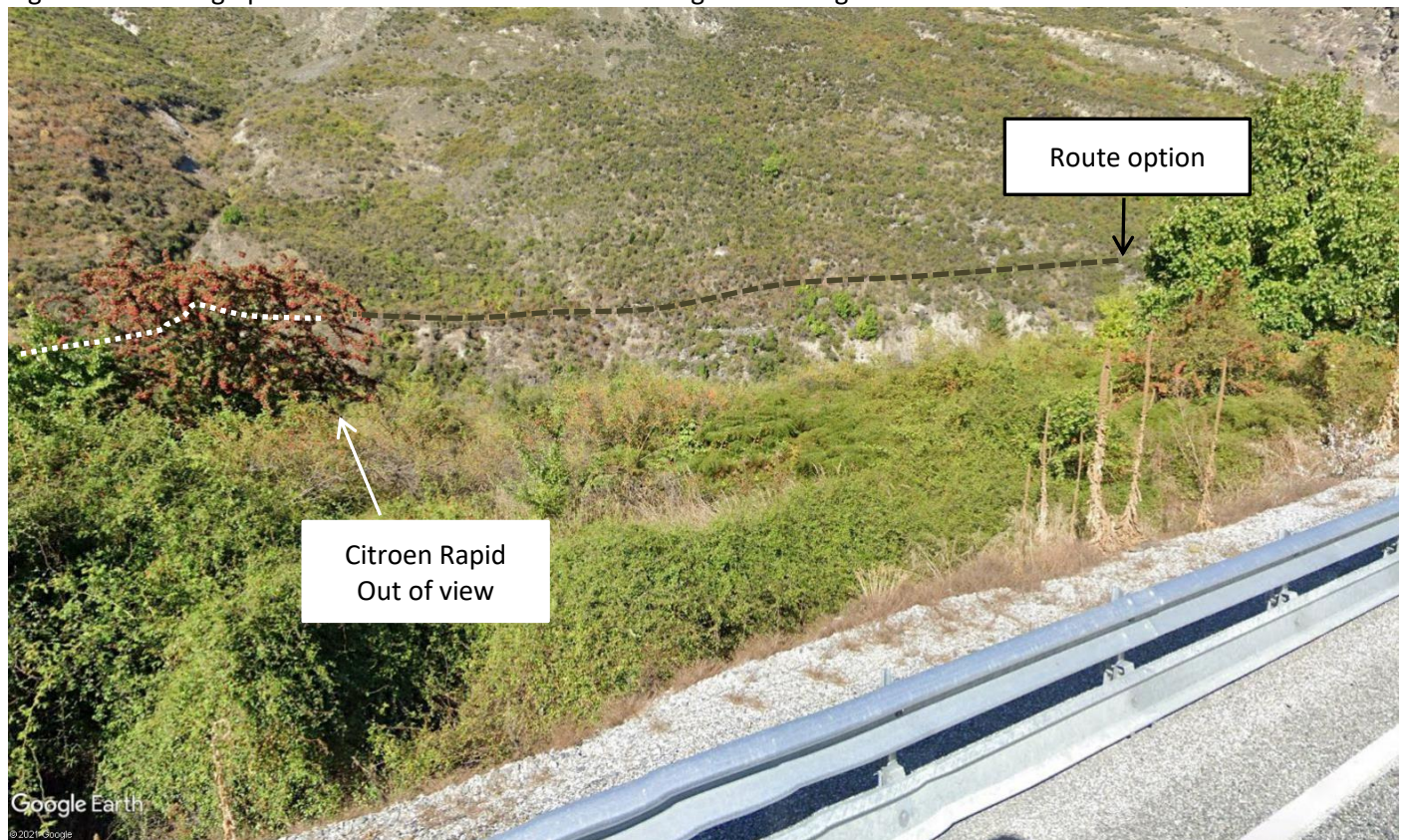


Figure 30: Looking towards True Right bank from SH6 above Citroen Bridge

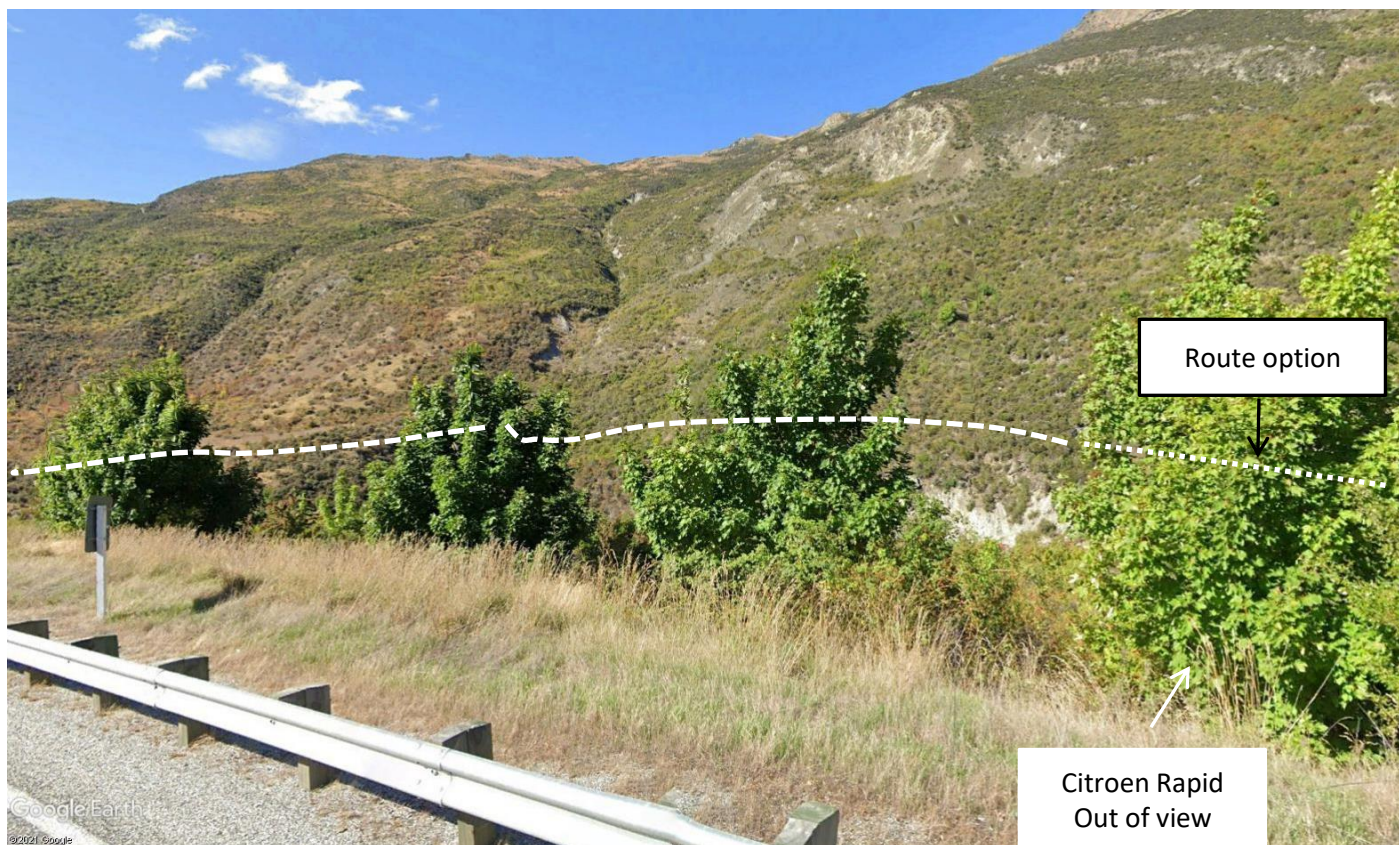


Figure 31: Looking downstream to True Right bank from SH6 above Citroen Bridge



View Instrument Details

Instrument No. 8907214.1
Status Registered
Date & Time Lodged 06 Dec 2011 15:27
Lodged By Seyb, Helen Catherine
Instrument Type Easement Instrument

Land Information
Toitu te whenua
New Zealand



Affected Computer Registers Land District

408014	Otago
477524	Otago
OT14B/1179	Otago
OT19A/733	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 7641077.1 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

Signature

Signed by Phillip George Wilson as Grantor Representative on 06/12/2011 03:23 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>

Signature

Signed by Phillip George Wilson as Grantee Representative on 06/12/2011 03:24 PM

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

Easement Instrument to create land covenant

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

Grantor

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement described in Schedule A and the Grantee being the registered proprietor of the dominant tenement described in Schedule A **create** the covenants **set out** in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	OT19A/733 OT14B/1179 408014 477524	OT14B/1179 408014 477524 OT19A/733

Covenant provisions

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

Easement instrument to create land covenant

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Tenement.
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants set out in this Instrument
- D. It is intended that this Instrument shall be and remain registered against the titles to each of the Servient and Dominant Tenement so that:
 - a. owners and occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
 - b. owners or occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise; and
 - c. the obligations and covenants of the Grantor and Grantee under this Instrument are for the benefit of the Grantor and Grantee respectively.

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Agreed Activities" means the development and/or use of land, buildings and other improvements for any existing or future activity.

"Covenants" means the covenants set out in this Instrument.

"District Plan" means the operative Queenstown-Lakes District Council District Plan (or similar plan, successor plan or proposed plan).

"Dominant Tenement" means in relation to any Covenant the land described in Schedule A which has the benefit of that Covenant.

"Grantee" means the registered proprietor of the Dominant Tenement from time to time.

"Grantor" means the registered proprietor of the Servient Tenement from time to time.

"Instrument" means the front page of this Instrument together with all Schedules attached to it.

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

"Lodge any Submission" means (without limitation), personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" means any consent or approval (and any application for such consent or approval) and includes (without limitation) any application for:

- a. resource consent;
- b. change to the District Plan or Regional Plan;
- c. variation of any nature under or to the District/Regional Plan or proposed District/Regional Plan; and/or
- d. variation of any existing resource consent.

"Regional Plan" means an operative plan approved by the Otago Regional Council (or similar plan, successor plan or proposed plan).

"RMA" means the Resource Management Act 1991.

"Servient Tenement" means in relation to any Covenant the land described in Schedule A which is subject to that Covenant.

1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. References to the parties are references to the Grantor and the Grantee.
- c. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- d. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- e. A reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times;

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement;
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument;
- d. in addition to all obligations under clause 2.1(c), to include the provisions of this Instrument in any occupation agreement, (including, but not limited to any lease, licence or tenancy agreement) in respect of the Servient Tenement so that all references to "Grantor" are replaced with "occupier". The Grantor will at the request of the Grantee enforce such provisions;
- e. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
- f. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

3. Covenants in Relation to Agreed Activities

3.1 The Grantor covenants and agrees with the Grantee that the Grantor will:

- a. not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities;
- b. not at any time Lodge any Submission against any Planning Proposal by the Grantee for any Agreed Activities to be carried out on the Dominant Tenement;
- c. be deemed to have given written approval for any Planning Proposal referred to in (b) above;
- d. within 20 days of written request from the Grantee served on the Grantor, sign and give irrevocable written approval to the Grantee ("**Written Approval**") under the RMA in respect of any Planning Proposal referred to in (b) above.

3.2 In the event the Grantor does not provide such Written Approval in accordance with clause 3.1(d), then the Grantor is deemed to have irrevocably appointed the Grantee to be the attorney of the Grantor (in the name and at the cost of the Grantor) to execute any Written Approval on behalf of the Grantor as contemplated by clause 3.1(d).

3.3 The Grantor and Grantee agree that the Grantor's obligations and covenants contained in this Instrument are for the benefit of the Grantee and the Grantee's successors in title to the Dominant Tenement.

3.4 The parties acknowledge and agree that:

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

- a. the covenants contained within this Instrument will attach to and run with the Servient Tenement and as a burden on that land to the extent that they restrict the Grantor from acting in relation to the Servient Tenement by exercising rights under the RMA which arise from ownership of the Servient Tenement and which the Grantor would otherwise have been able to exercise for the benefit of the Servient Tenement.
- b. the burden placed upon the Servient Tenement by this Instrument is for the benefit of the Dominant Tenement.

4. General

- 4.1 Subject to clause 4.2, any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 If the Grantee is required to serve notice under clause 3.1(d) on a Grantor that is a person ("**Person**"), then the address for service of notices for that Person will be the current address to which the Council sends rates demands for that Person's Servient Tenement. If the Council does not disclose that address for a Person's Servient Tenement, then any notice conspicuously placed on that relevant Person's Servient Tenement shall be deemed to have been served on that Person on the day on which it is affixed.
- 4.3 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this instrument.
- 4.4 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.

5. Severability

- 5.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

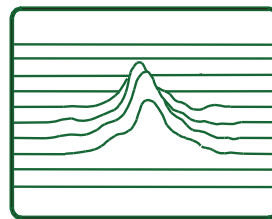
6. Dispute Resolution

- 6.1 If a party has any dispute with the other party in connection with this Instrument:
 - a. That party will promptly give full written particulars of the dispute to the others.
 - b. The parties will promptly meet together and in good faith try and resolve the dispute.

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

- 6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation:
- a. A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
 - b. The mediation will be conducted by a LEADR panel mediator chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
- 6.3 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator:
- a. The single arbitrator will be chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
 - b. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 6.4 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 6.5 The procedure and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 6.6 The parties must continue to comply with their obligations under this Instrument during the dispute process set out in this clause.
- 6.7 This clause 6 does not apply to:
- a. Any dispute arising in connection with any attempted renegotiation of this Instrument; or
 - b. An application by either party for urgent interlocutory relief.



2 August 2021

Southern Land

By email: tim@southernland.co.nz

Queenstown 9348

Attn. Tim Dennis

Dear Tim:

Route Assessment: Victoria Bridge to Citroen Rapids, Kawarau Gorge Trail

The above captioned section of trail has been subject to a desk study based on the scheme layout plans you provided plus limited aerial photograph coverage from Victoria Bridge downstream to almost the Nevis River confluence.

The main difference from the earlier scheme I looked at is a new crossing just downstream of the SH6 Victoria Bridge and an alignment along the steep slope from the terrace edge leading down to the river as opposed to the easier terrace surface.

The upstream bridge crossing seems to be very similar to the earlier downstream position in terms of span and geology on both sides.

The sidling route downstream of the crossing is mostly alluvium in the section between the bridge down to opposite 'Unnamed hill' (true right side). Rock outcrops predominate downstream of that with alluvial pockets becoming scarce then absent altogether as Citroen Rapids are approached.

Care will need to be taken to ensure all earthworks can be contained within the land allocated for trail construction. This may include an extra allowance above cut slopes to accommodate any slips that might occur upon completion.

Upstream of the rapids there is a section of road that has been repeatedly repaired to restore the shape following slumping. We are aware of additional cracks above and below the road which will need to be incorporated into an overall model. The zone of movement has been interpreted as a tension crack opening up due to a large block moving towards the river. The trail alignment would have to cross that zone of instability and any rigid structure such as a bridge could be damaged in the process. One possible solution might be to construct a swing bridge across the displacement zone which would allow for some lateral movement without loss of integrity

The remaining section downstream to the Citroen Rapids bridge would require gantries and bridges to span rock faces. We now have a proven ability to traverse such difficult country but it will need to be subject to rock fall/rock slide risk assessment.

None of the above appears to present an insurmountable problem that would lead to abandonment of this route but more detailed investigations will be necessary when access is available.

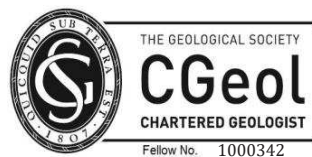
Sincerely,

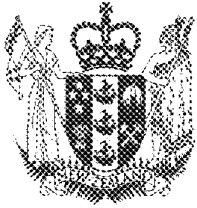
Geoconsulting Ltd



per J.M.Bryant

M.Sc. F.G.S.





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




R.W. Muir
Registrar-General
of Land

Identifier 477523
Land Registration District Otago
Date Issued 29 September 2009

Prior References

408013

Estate	Fee Simple
Area	21.0825 hectares more or less
Legal Description	Lot 1 Deposited Plan 420346

Registered Owners

Queenstown Lakes District Council

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

897940 Notice under s18(1)(b) Public Works Act 1981 - 14.12.1995 at 10:00 am

7099339.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to The New Zealand Malt Whisky Company Limited - 6.11.2006 at 9:00 am

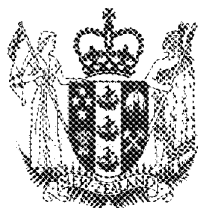
7403722.1 Gazette Notice declaring parts State Highway No.6 adjoining within land to be limited access road - 6.6.2007 at 9:00 am

7622372.8 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am

8287698.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2009 at 3:48 pm


Subject to a right to convey water over parts marked A, B & C on DP 420346 created by Easement Instrument 8287698.4 - 29.9.2009 at 3:48 pm

11908313.1 CAVEAT BY AURORA ENERGY LIMITED - 28.10.2020 at 2:26 pm



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




R. W. Muir
Registrar-General
of Land

Identifier 477524
Land Registration District Otago
Date Issued 29 September 2009

Prior References

408013

Estate	Fee Simple
Area	145.7821 hectares more or less
Legal Description	Lot 2 Deposited Plan 420346 and Lot 8 Deposited Plan 402448

Registered Owners

Scope Resources Limited

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

897940 Notice under s18(1)(b) Public Works Act 1981 - 14.12.1995 at 10:00 am

Subject to a right of way, right to transmit electricity and telecommunications over part Lot 8 marked A & C on DP 402448 specified in Easement Certificate 975354.4 - 21.9.1999 at 2:40 pm

The easements specified in Easement Certificate 975354.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way for foot access only over part Lot 8 marked X, Y & Z on DP 402448 created by Transfer 5682579.2 - 6.8.2003 at 9:00 am

7099339.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to The New Zealand Malt Whisky Company Limited - 6.11.2006 at 9:00 am (affects part formerly Lot 7 DP 27395)

Subject to a right of way, right to transmit electricity and telecommunications over part Lot 8 marked D on DP 402448 created by Easement Instrument 7398568.8 - 31.5.2007 at 9:00 am

The easements created by Easement Instrument 7398568.8 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, right to transmit electricity and telecommunications over part Lot 8 marked A, C & D on DP 402448 created by Easement Instrument 7398568.11 - 31.5.2007 at 9:00 am

The easements created by Easement Instrument 7398568.11 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Deed 7398568.13 - 31.5.2007 at 9:00 am (affects Lot 8 DP 402448)

Land Covenant in Deed 7398568.14 - 31.5.2007 at 9:00 am (affects Lot 8 DP 402448)

7403722.1 Gazette Notice declaring parts State Highway No.6 adjoining within land to be limited access road - 6.6.2007 at 9:00 am

7622372.5 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am (affects Lot 8 DP 402448 herein)

7622372.6 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am (affects Lot 8 DP

Identifier

477524

402448 herein)

7622372.7 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am (affects Lot 8 DP 402448 herein)

7622372.8 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am (affects Lot 2 DP 420346 herein)

7793537.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.4.2008 at 9:00 am

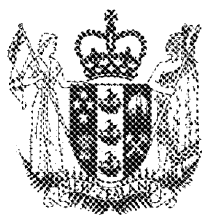
Subject to a right of way and a right to transmit electricity and telecommunications over part Lot 8 DP 402448 over parts marked A & C on DP 402448 created by Easement Instrument 7793537.5 - 23.4.2008 at 9:00 am

The easements created by Easement Instrument 7793537.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) Resource Management Act 1991 (affects DP 420346)

Appurtenant hereto is a right to convey water created by Easement Instrument 8287698.4 - 29.9.2009 at 3:48 pm

Land Covenant in Easement Instrument 8907214.1 - 6.12.2011 at 3:27 pm



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



R. W. Muir
Registrar-General
of Land

Identifier 921758
Land Registration District Otago
Date Issued 02 March 2020

Prior References

14735 410584

Estate	Fee Simple
Area	1234.5204 hectares more or less
Legal Description	Lot 2 Deposited Plan 544328 and Part Lot 3 Deposited Plan 303681

Registered Owners

Gibbston Highway Limited

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

The bed of Doolans Creek is excluded from Lot 3 DP 303681

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 3 DP 303681)

Subject to a right of way over part Lot 3 DP 303681 marked CI and CM on DP 303681 created by Transfer 5012561.3 - 21.11.2000 at 9:13 am

Subject to a right of way for pedestrian and mountain bike only over part Lot 3 DP 303681 marked CH, CI, CM, CN and CO on DP 303681 created by Transfer 5012561.4 - 21.11.2000 at 9:13 am

Appurtenant hereto is a right of way created by Transfer 5012561.5 - 21.11.2000 at 9:13 am

5344105.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.9.2002 at 9:00 am

The easements created by Easement Instrument 5344105.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity, water and telecommunications over part Lot 3 DP 303681 marked B on DP 303681 and a right of way over part Lot 2 DP 544328 marked K on DP 544328 created by Easement Instrument 5344105.6 - 16.9.2002 at 9:00 am

Appurtenant hereto is a right of way, a right to convey electricity, water and telecommunications and a right to take and store water and appurtenant to Lot 2 DP 544328 is a right of way for pedestrian access created by Easement Instrument 5344105.6 - 16.9.2002 at 9:00 am

Land Covenant in Transfer 5344105.7 - 16.9.2002 at 9:00 am

Subject to a telecommunication right (in gross) over part Lot 3 DP 303681 marked B on DP 303681 in favour of Telecom New Zealand Limited created by Transfer 5344105.8 - 16.9.2002 at 9:00 am

The easement created by Transfer 5344105.8 is subject to Section 243 (a) Resource Management Act 1991

Subject to rights in gross to convey electricity and establish and maintain an electricity transformer over part Lot 3 DP 303681 marked B on DP 303681 in favour of Dunedin Electricity Limited created by Transfer 5344105.9 - 16.9.2002 at 9:00 am

Identifier**921758**

Some of the easements created by Transfer 5344105.9 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant to Lot 2 DP 544328 is a pedestrian right of way created by Easement Instrument 5370957.1 - 14.10.2002 at 9:00 am

Subject to a pedestrian right of way over part Lot 3 DP 303681 marked A and B on DP 311172 created by Easement Instrument 5370957.1 - 14.10.2002 at 9:00 am

7073833.1 Encumbrance of Part Lot 3 DP 303681 to Transit New Zealand - 17.10.2006 at 9:00 am

7099339.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to The New Zealand Malt Whisky Company Limited - 6.11.2006 at 9:00 am (affects Lot 3 DP 303681)

7403722.1 Gazette Notice declaring parts State Highway No.6 adjoining within land to be limited access road - 6.6.2007 at 9:00 am (affects Lot 3 DP 303681)

7737827.1 Variation of Consent Notice 5344105.2 pursuant to Section 221(5) Resource Management Act 1991 - 5.3.2008 at 9:00 am

7748698.1 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 13.3.2008 at 9:00 am (affects Lot 3 DP 303681)

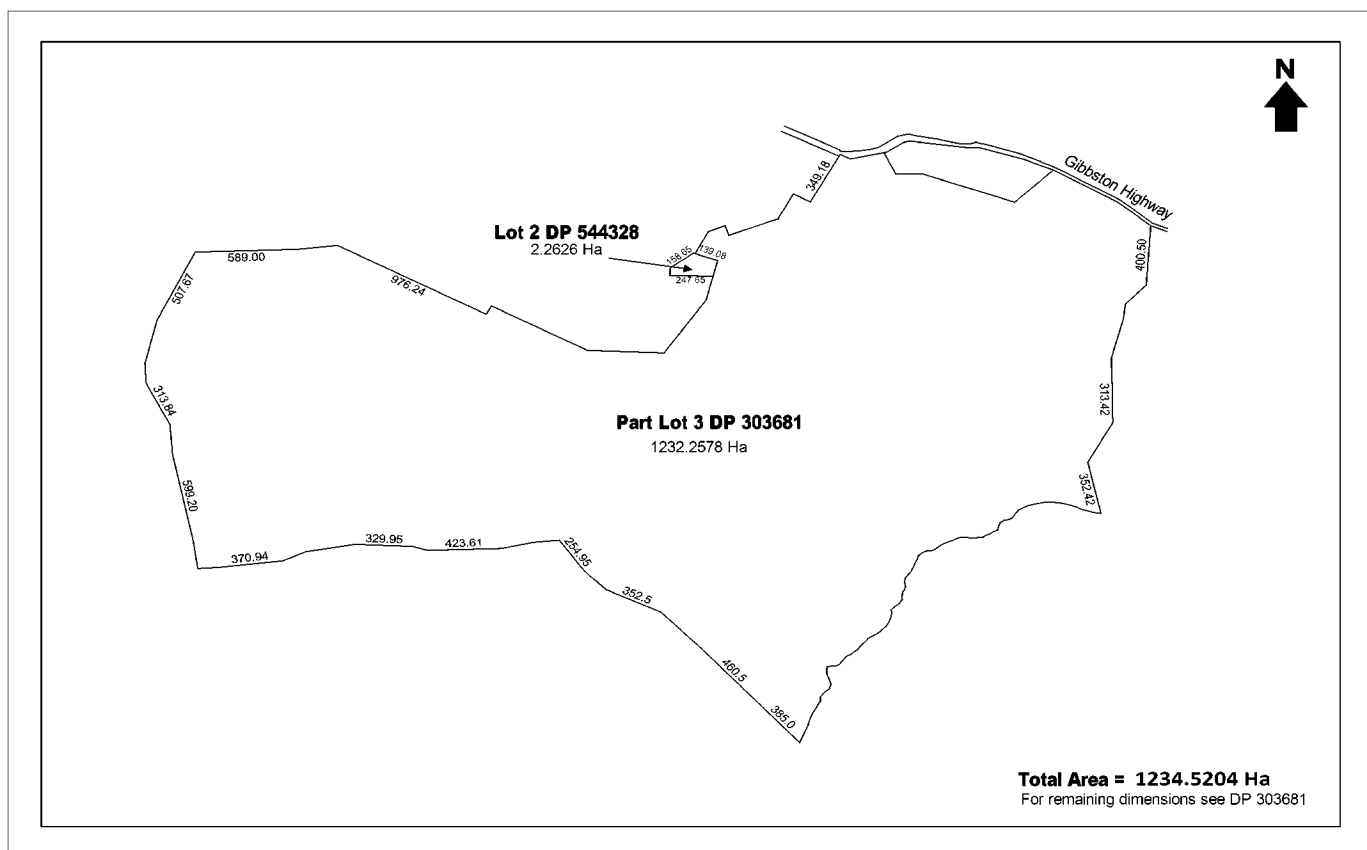
7748698.2 Encumbrance of Lot 3 DP 303681 to Queenstown Lakes District Council - 13.3.2008 at 9:00 am

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991 (affects DP 544328)

Subject to a right of way over part Lot 2 DP 544328 marked K on DP 544328 created by Easement Instrument 11659387.2 - 2.3.2020 at 7:47 am

Appurtenant to Lot 2 DP 544328 is a right to convey electricity, water and telecommunications created by Easement Instrument 11659387.2 - 2.3.2020 at 7:47 am

The easements created by Easement Instrument 11659387.2 are subject to Section 243 (a) Resource Management Act 1991



Instrument No.	8907214.1
Status	Registered
Date & Time Lodged	06 Dec 2011 15:27
Lodged By	Seyb, Helen Catherine
Instrument Type	Easement Instrument



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

408014	Otago
477524	Otago
OT14B/1179	Otago
OT19A/733	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply	<input checked="" type="checkbox"/>
I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period	<input checked="" type="checkbox"/>
I certify that the Mortgagee under Mortgage 7641077.1 has consented to this transaction and I hold that consent	<input checked="" type="checkbox"/>

Signature

Signed by Phillip George Wilson as Grantor Representative on 06/12/2011 03:23 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument	<input checked="" type="checkbox"/>
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument	<input checked="" type="checkbox"/>
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Signature

Signed by Phillip George Wilson as Grantee Representative on 06/12/2011 03:24 PM

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

Easement Instrument to create land covenant

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

Grantor

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement described in Schedule A and the Grantee being the registered proprietor of the dominant tenement described in Schedule A **create** the covenants **set out** in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	OT19A/733 OT14B/1179 408014 477524	OT14B/1179 408014 477524 OT19A/733

Covenant provisions

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

Easement instrument to create land covenant

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Tenement.
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants set out in this Instrument
- D. It is intended that this Instrument shall be and remain registered against the titles to each of the Servient and Dominant Tenement so that:
 - a. owners and occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
 - b. owners or occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise; and
 - c. the obligations and covenants of the Grantor and Grantee under this Instrument are for the benefit of the Grantor and Grantee respectively.

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Agreed Activities" means the development and/or use of land, buildings and other improvements for any existing or future activity.

"Covenants" means the covenants set out in this Instrument.

"District Plan" means the operative Queenstown-Lakes District Council District Plan (or similar plan, successor plan or proposed plan).

"Dominant Tenement" means in relation to any Covenant the land described in Schedule A which has the benefit of that Covenant.

"Grantee" means the registered proprietor of the Dominant Tenement from time to time.

"Grantor" means the registered proprietor of the Servient Tenement from time to time.

"Instrument" means the front page of this Instrument together with all Schedules attached to it.

Easement instrument to create land covenant

"Lodge any Submission" means (without limitation), personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" means any consent or approval (and any application for such consent or approval) and includes (without limitation) any application for:

- a. resource consent;
- b. change to the District Plan or Regional Plan;
- c. variation of any nature under or to the District/Regional Plan or proposed District/Regional Plan; and/or
- d. variation of any existing resource consent.

"Regional Plan" means an operative plan approved by the Otago Regional Council (or similar plan, successor plan or proposed plan).

"RMA" means the Resource Management Act 1991.

"Servient Tenement" means in relation to any Covenant the land described in Schedule A which is subject to that Covenant.

1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. References to the parties are references to the Grantor and the Grantee.
- c. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- d. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- e. A reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times;

Easement instrument to create land covenant

- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement;
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument;
- d. in addition to all obligations under clause 2.1(c), to include the provisions of this Instrument in any occupation agreement, (including, but not limited to any lease, licence or tenancy agreement) in respect of the Servient Tenement so that all references to "Grantor" are replaced with "occupier". The Grantor will at the request of the Grantee enforce such provisions;
- e. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
- f. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

3. Covenants in Relation to Agreed Activities

3.1 The Grantor covenants and agrees with the Grantee that the Grantor will:

- a. not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities;
- b. not at any time Lodge any Submission against any Planning Proposal by the Grantee for any Agreed Activities to be carried out on the Dominant Tenement;
- c. be deemed to have given written approval for any Planning Proposal referred to in (b) above;
- d. within 20 days of written request from the Grantee served on the Grantor, sign and give irrevocable written approval to the Grantee ("**Written Approval**") under the RMA in respect of any Planning Proposal referred to in (b) above.

3.2 In the event the Grantor does not provide such Written Approval in accordance with clause 3.1(d), then the Grantor is deemed to have irrevocably appointed the Grantee to be the attorney of the Grantor (in the name and at the cost of the Grantor) to execute any Written Approval on behalf of the Grantor as contemplated by clause 3.1(d).

3.3 The Grantor and Grantee agree that the Grantor's obligations and covenants contained in this Instrument are for the benefit of the Grantee and the Grantee's successors in title to the Dominant Tenement.

3.4 The parties acknowledge and agree that:

Easement instrument to create land covenant

- a. the covenants contained within this Instrument will attach to and run with the Servient Tenement and as a burden on that land to the extent that they restrict the Grantor from acting in relation to the Servient Tenement by exercising rights under the RMA which arise from ownership of the Servient Tenement and which the Grantor would otherwise have been able to exercise for the benefit of the Servient Tenement.
- b. the burden placed upon the Servient Tenement by this Instrument is for the benefit of the Dominant Tenement.

4. General

- 4.1 Subject to clause 4.2, any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 If the Grantee is required to serve notice under clause 3.1(d) on a Grantor that is a person ("**Person**"), then the address for service of notices for that Person will be the current address to which the Council sends rates demands for that Person's Servient Tenement. If the Council does not disclose that address for a Person's Servient Tenement, then any notice conspicuously placed on that relevant Person's Servient Tenement shall be deemed to have been served on that Person on the day on which it is affixed.
- 4.3 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this instrument.
- 4.4 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.

5. Severability

- 5.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

6. Dispute Resolution

- 6.1 If a party has any dispute with the other party in connection with this Instrument:
 - a. That party will promptly give full written particulars of the dispute to the others.
 - b. The parties will promptly meet together and in good faith try and resolve the dispute.

Easement instrument to create land covenant

- 6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation:
- a. A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
 - b. The mediation will be conducted by a LEADR panel mediator chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
- 6.3 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator:
- a. The single arbitrator will be chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
 - b. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 6.4 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 6.5 The procedure and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 6.6 The parties must continue to comply with their obligations under this Instrument during the dispute process set out in this clause.
- 6.7 This clause 6 does not apply to:
- a. Any dispute arising in connection with any attempted renegotiation of this Instrument; or
 - b. An application by either party for urgent interlocutory relief.

Instrument No. 8907214.1
Status Registered
Date & Time Lodged 06 Dec 2011 15:27
Lodged By Seyb, Helen Catherine
Instrument Type Easement Instrument



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

408014	Otago
477524	Otago
OT14B/1179	Otago
OT19A/733	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 7641077.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Phillip George Wilson as Grantor Representative on 06/12/2011 03:23 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Phillip George Wilson as Grantee Representative on 06/12/2011 03:24 PM

*** End of Report ***

Easement Instrument to create land covenant

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

Grantor

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement described in Schedule A and the Grantee being the registered proprietor of the dominant tenement described in Schedule A **create** the covenants **set out** in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	OT19A/733 OT14B/1179 408014 477524	OT14B/1179 408014 477524 OT19A/733

Covenant provisions

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

Easement instrument to create land covenant

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Tenement.
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants set out in this Instrument
- D. It is intended that this Instrument shall be and remain registered against the titles to each of the Servient and Dominant Tenement so that:
 - a. owners and occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
 - b. owners or occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise; and
 - c. the obligations and covenants of the Grantor and Grantee under this Instrument are for the benefit of the Grantor and Grantee respectively.

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Agreed Activities" means the development and/or use of land, buildings and other improvements for any existing or future activity.

"Covenants" means the covenants set out in this Instrument.

"District Plan" means the operative Queenstown-Lakes District Council District Plan (or similar plan, successor plan or proposed plan).

"Dominant Tenement" means in relation to any Covenant the land described in Schedule A which has the benefit of that Covenant.

"Grantee" means the registered proprietor of the Dominant Tenement from time to time.

"Grantor" means the registered proprietor of the Servient Tenement from time to time.

"Instrument" means the front page of this Instrument together with all Schedules attached to it.

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

"Lodge any Submission" means (without limitation), personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" means any consent or approval (and any application for such consent or approval) and includes (without limitation) any application for:

- a. resource consent;
- b. change to the District Plan or Regional Plan;
- c. variation of any nature under or to the District/Regional Plan or proposed District/Regional Plan; and/or
- d. variation of any existing resource consent.

"Regional Plan" means an operative plan approved by the Otago Regional Council (or similar plan, successor plan or proposed plan).

"RMA" means the Resource Management Act 1991.

"Servient Tenement" means in relation to any Covenant the land described in Schedule A which is subject to that Covenant.

1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. References to the parties are references to the Grantor and the Grantee.
- c. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- d. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- e. A reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times;

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement;
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument;
- d. in addition to all obligations under clause 2.1(c), to include the provisions of this Instrument in any occupation agreement, (including, but not limited to any lease, licence or tenancy agreement) in respect of the Servient Tenement so that all references to "Grantor" are replaced with "occupier". The Grantor will at the request of the Grantee enforce such provisions;
- e. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
- f. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

3. Covenants in Relation to Agreed Activities

3.1 The Grantor covenants and agrees with the Grantee that the Grantor will:

- a. not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities;
- b. not at any time Lodge any Submission against any Planning Proposal by the Grantee for any Agreed Activities to be carried out on the Dominant Tenement;
- c. be deemed to have given written approval for any Planning Proposal referred to in (b) above;
- d. within 20 days of written request from the Grantee served on the Grantor, sign and give irrevocable written approval to the Grantee ("**Written Approval**") under the RMA in respect of any Planning Proposal referred to in (b) above.

3.2 In the event the Grantor does not provide such Written Approval in accordance with clause 3.1(d), then the Grantor is deemed to have irrevocably appointed the Grantee to be the attorney of the Grantor (in the name and at the cost of the Grantor) to execute any Written Approval on behalf of the Grantor as contemplated by clause 3.1(d).

3.3 The Grantor and Grantee agree that the Grantor's obligations and covenants contained in this Instrument are for the benefit of the Grantee and the Grantee's successors in title to the Dominant Tenement.

3.4 The parties acknowledge and agree that:

RHH-719082-12-6-V3:ht (Non Object)

Easement instrument to create land covenant

- a. the covenants contained within this Instrument will attach to and run with the Servient Tenement and as a burden on that land to the extent that they restrict the Grantor from acting in relation to the Servient Tenement by exercising rights under the RMA which arise from ownership of the Servient Tenement and which the Grantor would otherwise have been able to exercise for the benefit of the Servient Tenement.
- b. the burden placed upon the Servient Tenement by this Instrument is for the benefit of the Dominant Tenement.

4. General

- 4.1 Subject to clause 4.2, any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 If the Grantee is required to serve notice under clause 3.1(d) on a Grantor that is a person ("**Person**"), then the address for service of notices for that Person will be the current address to which the Council sends rates demands for that Person's Servient Tenement. If the Council does not disclose that address for a Person's Servient Tenement, then any notice conspicuously placed on that relevant Person's Servient Tenement shall be deemed to have been served on that Person on the day on which it is affixed.
- 4.3 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this instrument.
- 4.4 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.

5. Severability

- 5.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

6. Dispute Resolution

- 6.1 If a party has any dispute with the other party in connection with this Instrument:
 - a. That party will promptly give full written particulars of the dispute to the others.
 - b. The parties will promptly meet together and in good faith try and resolve the dispute.

RHH-719082-12-6-V3:ht (Non Object)

Easement Instrument to create land covenant

- 6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation:
- a. A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
 - b. The mediation will be conducted by a LEADR panel mediator chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
- 6.3 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator:
- a. The single arbitrator will be chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
 - b. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 6.4 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 6.5 The procedure and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 6.6 The parties must continue to comply with their obligations under this Instrument during the dispute process set out in this clause.
- 6.7 This clause 6 does not apply to:
- a. Any dispute arising in connection with any attempted renegotiation of this Instrument; or
 - b. An application by either party for urgent interlocutory relief.



View Instrument Details

Instrument No.	8287698.3
Status	Registered
Date & Time Lodged	29 Sep 2009 15:48
Lodged By	Ecclestone, Rosalind Sarah
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
477523	Otago

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Andrew Bryce Jack as Territorial Authority Representative on 22/09/2009 01:43 PM

*** End of Report ***

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

AND

IN THE MATTER of an Application for
Subdivision Consent by the
Queenstown Lakes District Council

CONSENT NOTICE

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

AND

IN THE MATTER of an Application for
Subdivision Consent by the
Queenstown Lakes District Council

CONSENT NOTICE

BACKGROUND

- A. The Queenstown Lakes District Council has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide Lot 7 DP 27395 comprised and described in the Certificate of Title 408013 (Otago Registry) ("the land").
- B. Council has granted consent (RM 090050) to the proposed subdivision subject to certain conditions, one of which is required to be complied with on a continuing basis by the Owner of the land being the condition specified in the Operative Part hereof.

OPERATIVE PART

The following condition pertaining to this Consent Notice is to be registered against the title of the following allotment:-

(a) Lot 1 DP 420346

CONDITION:

1. That Lot 1 DP 420346 is an un-serviced allotment created for the purposes of a landfill activity. Any future development of the allotment (other than for landfill purposes) will need to adequately provide for water supply, wastewater, stormwater, power, telephone and road access as applicable to the development proposal.

Dated this

10th

day of

July

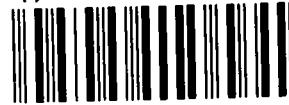
2009

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



CONO 7793537.3 Cons

Cpy - 01/01, Pgs - 003, 22/04/08, 13:44



DocID: 212177321

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

AND

IN THE MATTER of an Application for
Subdivision Consent by
Bungy New Zealand Ltd

CONSENT NOTICE

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

AND

IN THE MATTER of an Application for
Subdivision Consent by
Bungy New Zealand Ltd

CONSENT NOTICE

BACKGROUND

- A. Bungy New Zealand Ltd, of Queenstown, has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificates of Title 319411 and 319412 of the Otago Land Registry (“the land”).
- B. Council has granted consent (RM070852) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

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

- (a) Lots 1 to 8 DP 402448

CONDITIONS:

- a) Proposed fencing shall be in standard post and wire only (traditional livestock fencing.)


Dated this 31st day of March 2008

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



DATED

14 May

2006 

COV 7398568.14 Coven

Cpy - 01/01, Pgs - 004, 19/08/07, 16:10



DocID: 110861890

HARRIS RD NO.36 LIMITED

("Covenantor")

BUNGY NEW ZEALAND LIMITED

("Covenantee")

DEED OF COVENANT



Correct for the Purposes of the Land Transfer Act 1952

MACALISTER TODD PHILLIPS

Barristers, Solicitors, Notaries
Queenstown/Alexandra/Wanaka/Cromwell

Ph: (03) 441 0125 - Fax: (03) 442 8116

Email: queenstown@mactodd.co.nz

P O Box 653

QUEENSTOWN

ECG-293083-18-11-V1:RSE

DEED OF COVENANT

THIS DEED DATED the

14

day of

May

2008

78

PARTIES:

- (1) **HARRIS RD NO.36 LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantor")
- (2) **BUNGY NEW ZEALAND LIMITED** (hereinafter its successors, successors in title and assigns called "the Covenantee")

BACKGROUND

- A. Pursuant to an Agreement for Sale and Purchase of Real Estate dated 27 August 2006 ("the Agreement") the Covenantee will purchase from the Covenantor Lots 3 and 4 Deposited Plan 379651 being the land that will be comprised in Certificate of Title 319412 ("the ~~Servient~~ *Dominant* Tenement").
- B. The Covenantor will become the registered proprietor of Lot 2 Deposited Plan 379651, Certificate of Title 319411 and Lot 5 Deposited Plan 379651, Certificate of Title 319413 ("the Servient Tenement").
- C. It was a term of the Agreement that the Covenantor would not object to any approvals sought or consent processes undertaken by the Covenantee under the Resource Management Act 1991 in respect of the Dominant Tenement.
- D. This Deed of Covenant is to be registered against the Title to the Servient Tenement, *for the benefit of the Dominant Tenement being Lot 3 and 4 DP 379651, CT 319412*

TERMS OF THIS DEED

1. In this Deed the following phrases have the following meaning:
"Lodge any Submission" includes personally or through any agent or servant directly or indirectly lodging or supporting in any way any objection or submission to a planning proposal

ECG-293083-18-11-V1:RSE

[Handwritten signatures]

and includes taking part in a planning hearing, appeal or reference arising in respect of a planning proposal whether as a party or otherwise.

"Planning Proposal" includes any application for Resource Consent and/or plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed District Plan in respect of the Dominant Tenement.

2. In consideration of the Covenantee entering to this Deed of Covenant, the Covenantor covenants and agrees with the Covenantee that it shall not Lodge any Submission against any Planning Proposal made in respect of the Dominant Tenement by the Covenantee.

SIGNED for and on behalf of
HARRIS RD NO.36 LIMITED

As Covenantor

in the presence of:

) *X Z X Hunted*
) Director

)

.....
Director/Authorised Signatory


Signature

.....
Full Name **Brett Gould**
Solicitor
Queenstown

.....
Address

.....
Occupation

SIGNED for and on behalf of

BUNGY NEW ZEALAND LIMITED

As Covenantee

in the presence of:

)

)

)



Director

Director/Authorised Signatory

Signature

Full Name

Address

Occupation

[Handwritten signature]

Geoffrey G. Wilson

Albiontown

MANAGER

DATED

17 April

2008 



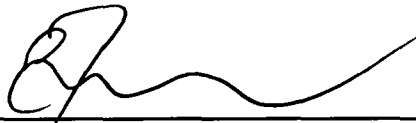
BUNGY NEW ZEALAND LIMITED

("Covenantor")

HARRIS RD NO.36 LIMITED

("Covenantee")

DEED OF COVENANT



Correct for the Purposes of the Land Transfer Act 1952

MACALISTER TODD PHILLIPS

Barristers, Solicitors, Notaries
Queenstown/Alexandra/Wanaka/Cromwell

Ph: (03) 441 0125 - Fax: (03) 442 8116

Email: queenstown@mactodd.co.nz

P O Box 653

QUEENSTOWN

FCG-293083-18-10-V1:RSE

DEED OF COVENANT

THIS DEED DATED the

17th

day of

April

2008

[Handwritten signature]

PARTIES:

- (1) **BUNGY NEW ZEALAND LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantor")
- (2) **HARRIS RD NO.36 LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantee")

BACKGROUND

- A. Pursuant to an Agreement for Sale and Purchase of Real Estate dated 27 August 2006 ("the Agreement") the Covenantor will purchase from the Covenantee Lots 3 and 4 Deposited Plan 379651 being the land that will be comprised in Certificate of Title 319412 ("the Servient Tenement").
- B. The Covenantee will become the registered proprietor of Lot 2 Deposited Plan 379651, Certificate of Title 319411 and Lot 5 Deposited Plan 379651, Certificate of Title 319413 ("the Dominant Tenement").
- C. It was a term of the Agreement that the Covenantor would enter into the Covenant contained in this Deed of Covenant.

TERMS OF THIS DEED

1. In consideration of the Covenantee entering to this Deed of Covenant, the Covenantor covenants and agrees with the Covenantee that it shall not permit any shooting or hunting access on that area of the Servient Tenement marked "Doolans Creek" on the plan attached to this Deed, *being Digital Title Plan LT 379651.*

ECG-293083-18-10-V1:RSE

[Handwritten signature]

2. This Deed of Covenant shall be registered against the Title to the Servient Tenement,
for the benefit of the Dominant Tenement being Lot 2 DP 379651 CT 319411 and Lot 5 DP 379651 CT 319413.
3. The Covenantor shall bear the costs for the preparation and registration of this Deed of Covenant.

SIGNED for and on behalf of

BUNGY NEW ZEALAND LIMITED

As Covenantor

in the presence of:

)

)

)

Director

Director/Authorised Signatory

Signature

Full Name

Address

Occupation

SIGNED for and on behalf of
HARRIS RD NO.36 LIMITED
As Covenantee
in the presence of:


3

) *J. F. L. Hunt*

) Director

)

.....
Director/Authorised Signatory


Signature

.....
Full Name **Brett Gould**
Solicitor
Queenstown

.....
Address

.....
Occupation

ECG-293083-18-10-V1:RSE



CONSENT OF THE MORTGAGEE

Westpac New Zealand Limited as mortgagee under Mortgage Number 5558438.2 HEREBY
CONSENTS to the registration of the within Land Covenant but WITHOUT PREJUDICE to the
Mortgagee's rights, powers and remedies under the said Mortgage.


Dated


1st April

2007

SIGNED for and on behalf of)
WESTPAC NEW ZEALAND LIMITED)

in the presence of:


TIMOTHY URQUHART-HAY


KIRSTON JANE COX
BANK OFFICER
WESTPAC NEW ZEALAND LIMITED
LEGAL SERVICES UNIT
AUCKLAND

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, TIMOTHY JULIAN URQUHART-HAY, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

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

SIGNED at Auckland

On this 17th day of April 2007



Timothy Urquhart-Hay



AFFECTED PERSON'S APPROVAL

FOR DEEMED PERMITTED BOUNDARY ACTIVITY

FORM 8B



Resource Management Act 1991 Section 87BA

#

APPLICANT'S NAME AND/OR RM #

RM 200735



AFFECTED PERSON'S DETAILS

I/We **Scope Resources Limited**

Are the owners of
Lot 8 DP 402488
186 Victoria Flats Rd, RD1 Queenstown



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal, subject to a deemed permitted boundary activity application to:
Central Otago Queenstown Trail Network Trust to construct operate and maintain a walking and cycle trail extending between Nevis Bluff and the Citreon Rapid in the Kawarau River Gorge.

at the following property:
Lot 8 DP 402488



I/We understand the proposal and understand that the consent authority will permit the applicant to undertake the activity (provided they have supplied the correct information, including all other written approvals required).



I/We understand that I/we may not withdraw written approval.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



I/We have sighted and initialled ALL plans dated and approve them.



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A	Name (PRINT)	
	Grant Hyllon Hensman Scope resources Director	
	Contact Phone / Email address	
	0274 325 628	03 4422331
	Signature	Date
		2, 7, 21

B	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

C	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

D	Name (PRINT)	
	Contact Phone / Email address	
	Signature	Date

Note to person signing written approval

You should only sign this form if you fully understand the proposal. You should seek expert or legal advice if you need the proposal or deemed permitted boundary activity process explained to you.

Conditional written approvals cannot be accepted, and written approvals cannot be withdrawn once provided.

There is no obligation to sign this form, and no reasons need to be given.

If you do not sign this form, resource consent may be required for the activity and you may have the opportunity to submit on the application.

If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.



QUEENSTOWN
LAKES DISTRICT
COUNCIL

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

P: 03 441 0499
E: resourceconsent@qldc.govt.nz
www.qldc.govt.nz



AFFECTED PERSON'S APPROVAL

FOR DEEMED PERMITTED BOUNDARY ACTIVITY
FORM 8B



Resource Management Act 1991 Section 87BA

#

APPLICANT'S NAME AND/OR RM #



AFFECTED PERSON'S DETAILS

I/We

Are the owners of



DETAILS OF PROPOSAL

I/We hereby give written approval for the proposal, subject to a deemed permitted boundary activity application to:

at the following property:



PLEASE TICK

I/We understand the proposal and understand that the consent authority will permit the applicant to undertake the activity (provided they have supplied the correct information, including all other written approvals required).



PLEASE TICK

I/We understand that I/we may not withdraw written approval.



WHAT INFORMATION/PLANS HAVE YOU SIGHTED



PLEASE TICK

I/We have sighted and initialled ALL plans dated and approve them.

General location only. Exact sites
TBA.



APPROVAL OF AFFECTED PERSON(S)

The written consent of all owners who are affected. If the site that is affected is jointly owned, the written consent of all co-owners (names detailed on the title for the site) are required.

A

Name (PRINT)

GIBBSTON Highway limited

Contact Phone / Email address

simon@allen.org.nz

021 964 190

Signature

Date

8/7/21

B

Name (PRINT)

Contact Phone / Email address

Signature

Date

C

Name (PRINT)

Contact Phone / Email address

Signature

Date

D

Name (PRINT)

Contact Phone / Email address

Signature

Date

Note to person signing written approval

You should only sign this form if you fully understand the proposal. You should seek expert or legal advice if you need the proposal or deemed permitted boundary activity process explained to you.

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