

FORM 12

File Number RM201040 and RM210209

QUEENSTOWN LAKES DISTRICT COUNCIL

PUBLIC NOTIFICATION

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

The Queenstown Lakes District Council has received two applications for resource consent from:

100WPS TRUSTEE LIMITED

What is proposed:

1. **RM201040:**
Land Use consent to upgrade an existing marina and construct associated buildings, including a building to be used for dining and entertaining at Walter Peak Station.
2. **RM210209:**
Subdivision consent to undertake a boundary adjustment between two lots, land use consent to establish four building platforms at Walter Peak Station and an application under s221 to cancel/change conditions of Consent Notice 7789534.3 (as varied by 10059247.1).

The location in respect of which these applications relates is situated at:

Mount Nicholas-Beach Bay Road (Lot 100 Deposited Plan 386580 and Lot 200 Deposited Plan 386580 and Section 2-4 Survey Office Plan 381091 held in Record of Title 346609) and the surface of Lake Wakatipu.

Both RM201040 and RM210209 include an assessment of environmental effects. These files can also be viewed at our public computers at these Council offices:

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

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

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM201040 and RM210209 as the reference
<https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing these applications on behalf of the Council is Neil Harkin, who may be contacted by phone at 03 441 0499 or email at neil.harkin@qldc.govt.nz

Any person may make a submission on either application RM201040 and/or RM210209, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and

- b) does not relate to trade competition or the effects of trade competition.

If you wish to make a submission on either application RM201040 and/or RM210209, you may do so by sending a written submission to the consent authority no later than:

Friday 10th June 2022

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

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

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

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

You must serve a copy of your submission to the applicant as soon as reasonably practicable after serving your submission to Council. The applicant's contact details are:

100WPS Trustee Limited
C/o Hayley Mahon
hayley@jea.co.nz
John Edmonds & Associates
PO Box 95, Queenstown

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Sarah Gathercole, Senior Planner, pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: Thursday 12th May 2022

Address for Service for Consent Authority:

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

Phone
Email
Website

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

APPLICATION AS NOTIFIED

100WPS TRUSTEE LIMITED

(RM201040 & RM210209)

Submissions Close 10.06.2022



APPLICATION FOR RESOURCE CONSENT OR
FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS* OF THIS FORM.

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

APPLICANT //

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

*Applicant's Full Name / Company / Trust:

(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust:

*Postal Address:

*Post code:

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

*Email Address:

*Phone Numbers: Day

Mobile:

*The Applicant is:

☐

Owner

☐

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

☐

Occupier

☐

Lessee

Other - Please Specify:



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

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

CORRESPONDENCE DETAILS //

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

*Name & Company:

*Phone Numbers: Day

Mobile:

*Email Address:

*Postal Address:

*Postcode:

INVOICING DETAILS //

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

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

Applicant:

☐

Agent:

☐

Other - Please specify:

Email:

☐

Post:

☐

*Attention:

*Postal Address:

*Post code:

*Please provide an email AND full postal address.

*Email:



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

Owner Name:

Owner Address:

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

Date:

Names:



DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

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

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

Details are the same as for invoicing

☐

Applicant:

☐

Landowner:

☐

Other, please specify:

*Attention:

*Email:

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



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

*Address / Location to which this application relates:

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

District Plan Zone(s):



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

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

YES ☐ NO ☐

Is there a dog on the property?

YES ☐ NO ☐

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

YES ☐ NO ☐

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

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

☐

Yes

☐

No

☐

Copy of minutes attached

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



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

☐

Land use consent

☐

Subdivision consent

☐

Change/cancellation of consent or consent notice conditions

☐

Certificate of compliance

☐

Extension of lapse period of consent (time extension) s125

☐

Existing use certificate



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

☐

Controlled Activity

☐

Deemed Permitted Boundary Activity

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

☐

BRIEF DESCRIPTION OF THE PROPOSAL //

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

*Consent is sought to:



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

☐

Yes

☐

No

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



OTHER CONSENTS

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

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

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

➔ <http://www.mfe.govt.nz/laws/standards/contaminants-in-soil/>.

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

☐

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

☐

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

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



OTHER CONSENTS // CONTINUED

☐

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

☐

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

☐ Any other National Environmental Standard

☐

Yes

☐

N/A

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

☐ Otago Regional Council

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

☐

Yes

☐

N/A



INFORMATION REQUIRED TO BE SUBMITTED //

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

To be accepted for processing, your application should include the following:

☐

Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants
(Can be obtained from Land Information NZ at <https://www.linz.govt.nz/>).

☐

A plan or map showing the locality of the site, topographical features, buildings etc.

☐

A site plan at a convenient scale.

☐

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

☐

An Assessment of Effects (AEE).

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



We prefer to receive applications electronically – please see Appendix 5 – [Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



PRIVACY INFORMATION

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



FEES INFORMATION

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

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



FEES INFORMATION // CONTINUED

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

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

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

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

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

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

Please ensure to [reference any banking payments correctly](#). Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

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



PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted.

Please reference your payments as follows:

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

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

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

I confirm payment by:

☐

Bank transfer to account 02 0948 0002000 00 (If paying from overseas swiftcode is – BKNZNZ22)

☐

Cheque payable to Queenstown Lakes District Council attached

☐

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

*Reference

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

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

*Date of Payment

Invoices are available on request

APPLICATION & DECLARATION

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

☐

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

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

OR:

☐

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

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

☐

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

PLEASE TICK

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

Full name of person lodging this form

Firm/Company

Dated

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

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

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

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

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

2 INFORMATION REQUIRED IN ALL APPLICATIONS

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

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

Information provided within the Form above

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

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

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

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

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

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

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

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



ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

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

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

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

UNDER THE FOURTH SCHEDULE TO THE ACT:

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

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

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

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

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



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

If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

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

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

Application Form 9

Engineering Report

Assessment of Environmental Effects (AEE)

Geotechnical Report

Computer Register (CFR)

Wastewater Assessment

Covenants & Consent Notice

Traffic Report

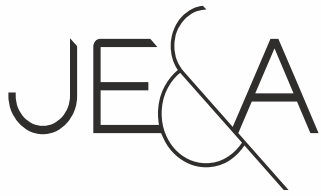
Affected Party Approval/s

Waste Event Form

Landscape Report

Urban Design Report

Ecological Report



Assessment of Effects on the Environment

Creation of building platforms, boundary adjustment and variation
to consent notice conditions

At Walter Peak Station, Lake Wakatipu

For 100WPS Trustee Limited

March 2021

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DOCUMENT STATUS

Version	Purpose of Document	Prepared By	Reviewer	Date
Draft A	Draft to Client	HM	ML	02/03/21
Draft B	Final Internal Draft	HM	JE	07/03/21
FINAL	Lodgement	HM		11/03/21

1.0 INTRODUCTION

This Assessment of Effects on the Environment report (AEE), inclusive of appendices, has been prepared in accordance with Schedule 4 of the Resource Management Act (RMA). Together these documents provide:

- A description of the application site and surrounding environment;
- A description of the proposal;
- Identification and assessment of relevant RMA statutory provisions; and
- A conclusion.

100WPS Trustee Limited (the 'Applicant') owns 10 freehold sections (the 'Site') on the western shore of Lake Wakatipu as described below at Section 2 of this document. The site is subject to a series of existing resource consents and subsequent Environment Court Consent Order which have approved a lodge development and eight residential building platforms on the terraces adjacent to Lake Wakatipu and the existing marina.

The lodge site and the eight residential building platforms were approved in the same consent order, and as a result the conditions of consent apply (in some instances) across both the lodge and the eight building platforms. The eight residential building platforms were separately subdivided and Records of Title issued for these eight lots in 2008.

An existing marina is located adjacent to the site within the lakebed and marginal strip. The marina was approved in 2003 by resource consent and subsequently implemented but is currently unusable because of a design fault with the breakwater and marina entrance. The original engineering for the marina had not sufficiently considered the along shore sediment transport which results in the marina entrance continually filling up with gravel rendering the marina unusable.

The Applicant currently has a resource consent application lodged with QLDC for an upgraded marina, associated building and floating storage shed (RM201040). This application is to be processed separately from this application. A concurrent application to upgrade the marina is currently lodged with ORC (RM20.341).

In this application, the Applicant seeks the necessary consents from Queenstown Lakes District Council to:

1. Undertake a boundary adjustment between Lot 100 DP 386580 and Lot 200 DP 386580 to realign the existing north-eastern boundary of Lot 100 to run alongside the right-of-way known as Mick O'Day Track;
2. To replace 3,333m² of existing building area consented under RM010111 and RM010111.125 with 3,330m² of reconfigured building platforms; and
3. Discretionary activity consent is sought pursuant to s221 RMA to vary and cancel conditions in Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1. Further details on this will be provided below at Section 3.3 of this report.

Consultation is currently taking place with manawhenua and affected party approvals will be submitted to QLDC in due course.

The substitution of existing building areas with new building platforms is considered to result in a minor adverse effect on the environment when considered against the existing environment and consented baseline. Furthermore, the proposal is considered to be consistent with the objectives and policies of all the relevant statutory planning documents.

This application results in the following conclusions:


1. The proposed boundary adjustment is considered to result in a more logical boundary with no adverse landscape effects as the balance of Lot 100 and 200 will continue in pastoral use.

2. The substituted building platforms will only be visible from the surface of the lake within approximately 1km of the site and as such will have no more than minor visual effects when compared to the consented baseline.
3. The variation to consent notice conditions will further reduce visual effects on the landscape.

2.0 SITE DESCRIPTION AND SURROUNDS

2.1 Land Ownership and Site Description

The Applicant's wider site (hereon called the Applicant's Site) is known as Walter Peak Station which is legally described as Lot 100 DP 386580, Lot 200 DP 386580, Lots 1-8 DP 386580 and Section 2-4 Survey Office Plan 381091. The Computer Freehold Register (and the consent notices and covenants) for the Applicant's site is attached as **Appendix 1**. A summary of the interests registered on the titles is set out in Table 1 below.

Interest Reference	Type of Interest	Description
6834919.2	Land Covenant	Private covenant between Walter Peak Corporate Trustee Ltd and Convelle Enterprises Ltd regarding future use of land not affecting Convelle's operation of their airstrip on the neighbouring site. 
7789534.3	Consent Notice	Consent Notice from RM010111 imposing conditions from consent. Various conditions within this Consent Notice are to be removed/varied as part of this application.
7789534.9	Deed of Easement	Right to convey water
7789534.10	Easement Instrument	Right of way easement
7789534.11	Easement Instrument	Telecommunications & computer media easement
7789534.12	Covenant	Covenant between Walter Peak Developments Ltd and QLDC that WPDL

		and future owners acknowledge that when subdivision consent RM060644 was granted, the land contained uncertified fill and may be susceptible to subsidence.
10059247.1	Variation of Consent Notice	Variation of Consent Notice 7789534.3. This is a variation of the original conditions from RM010111 to amend the reference to the planting and landscape plans.
10155841.2	Easement Instrument	Covenant around not objecting to or obstructing to use of jetty in south-west corner of Beach Bay (where TSS Earnslaw docks).

Table 1 – Summary of Interests registered on Applicant's Records of Title

The property is located on the western shores of Lake Wakatipu, generally located in between the Real Journeys land at Beach Bay at Walter Peak Station and Mount Nicholas Station, and comprises of 37 hectares of rural farmland with some existing infrastructure and implement sheds. The location is shown below in **Figure 1**.

The property is remote, and the only forms of access are by road (via the Mavora Road, which would generally involve a 5 hour return trip and from Queenstown) and by boat. Boat access to the site is currently very difficult to safely navigate because there is no jetty, and the previously constructed and established boat harbour is no longer accessible due to a large accumulation of gravel from along shore drift.

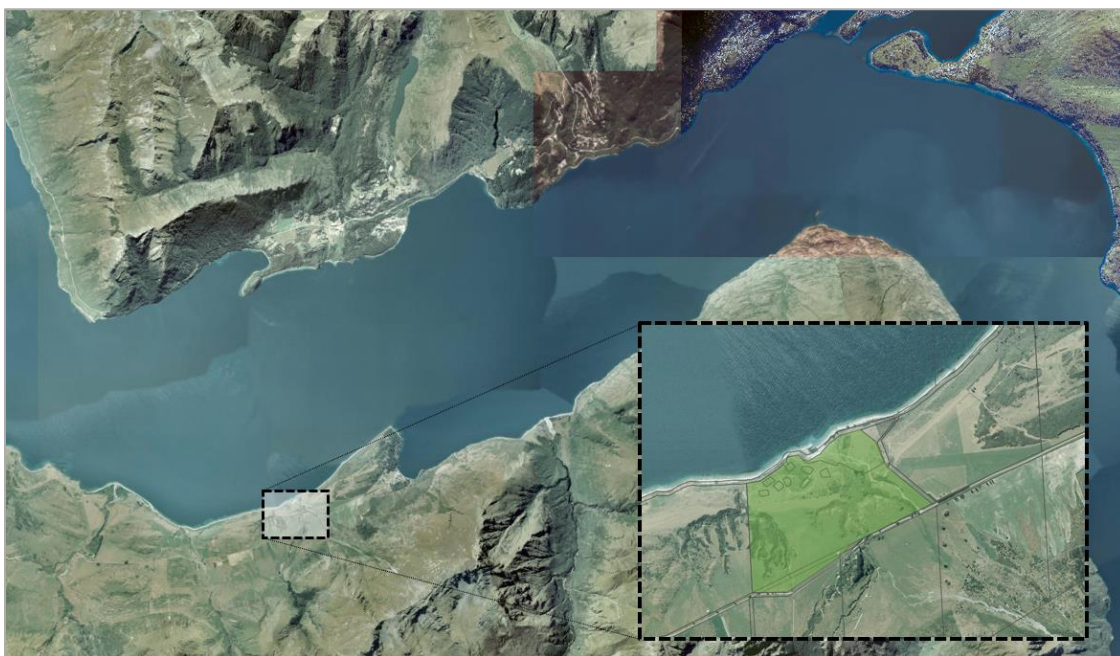


Figure 1 – Location of Applicant's property

The Beach Bay – Mt. Nicholas Road extends across the southern boundary. This road provides road frontage and connection for Te Anau Developments Limited (Real Journeys), the property and Walter Beach site. The road is of gravel formation and is only occasionally used. An unformed road extends along the eastern boundary of the property, to the east of that unformed road lies a 155-hectare rural visitor zoned property owned by Real

Journeys. That Real Journeys property includes an airstrip and other activities located near the south-west corner of that property. A marginal strip extends along the lake-front boundary, whilst a 37-hectare freehold title owned by Walter Peak Corporate Trustees Limited (Walter Peak Station) adjoins the western boundary.

An existing marina is located adjacent to the site but within the lakebed and marginal strip. The marina was approved in 2003 by resource consent and subsequently implemented but is currently unusable because of a design fault with the breakwater and marina entrance. The original engineering for the marina had not sufficiently considered the alongshore sediment transport which meant that the marina entrance continually fills up with gravel rendering the marina unusable.

The Applicant currently has a resource consent application lodged with QLDC for an upgraded marina, building and floating storage shed (RM201040). This application is to be processed separately from this application. A concurrent application to upgrade the marina is currently lodged with ORC (RM20.341).

2.2 Consenting Background

There have been numerous resource consents granted that affect the Property. Those consents all relate to a foundation resource consent that was sought in 2001 which enabled the creation of 8 rural living allotments (generally 1,300m²) and a large visitor accommodation lodge with 8 stand-alone visitor villas located in the vicinity of the Lodge. Those various consents are set out in **Table 2** below.

Consent No#	Description
RM010111	Land Use and subdivision consent for residential lots, a visitor accommodation lodge and eleven stand-alone visitor accommodation villas(amended layout approved by Environment Court decision (RMA1197/01, RMA1199/01) 25 January 2005.
RM010111.125	Extension to lapse date of RM010111 (until 21 December 2024)
RM021128	Land use consent – docking facility
RM060544	Land use consent - temporary quarry
RM061071	Variation to RM010111 - Variation to condition 8(g) of RM010111 to amend the condition relating to effluent disposal.
RM061199	Land use consent - water pump and foul sewer sheds
RM070179	Variation to RM010111 – location of 8 residential building platforms
RM070485	Variation – add consent condition to RM010111 and RM070179 regarding water supply by Consent Notice

RM070890	Creation of a Right of Way over Lots 100 and 200 DP 386580
RM130610	Variation to RM010111 - planting requirements
RM140817	Variation to Consent Notice 778953.3 to cancel and amend conditions from the original consent RM010111 regarding various matters from a communal wastewater system to landscaping matters.

Table 2 – Resource Consent Chronology

RM010111 - Initial lodge, villa and subdivision consent

The primary consent is **RM010111**. The Council's initial resource consent approval (issued November 2001) for this Property provided for:

- 10 large rural residential lots (ranging in size from 1173m² to 1498m²)
- The lodge facility
- 11 stand-alone villas – each containing 3 accommodation units.

Subdivision consent was sought and granted for 45 lots (10 large lots, 34 lodge lots and 1 balance lot). The stamped approval plans show that the lodge site contained several buildings in a cluster to create the lodge. The plans suggest there was a reasonably high level of detail, however, no floor plans or elevations are available.

The approved plans for the stand-alone villas included the following note:

Cluster Housing

The clusters are houses arranged in a courtyard form. The clusters read as a complex of farm buildings with one form and the impact of one dwelling. The houses share a common entry courtyard from the southern side but are designed to give outdoor privacy and views for each household. The houses are two storeys with living, dining and kitchen and bathrooms downstairs with two bedrooms and large drawing room upstairs. Some houses will also have a third bedroom downstairs.

An example of the approved villas is below at **Figure 2**.



Figure 2: Approved elevation of one of 11 guest villas (RM010111).

The lodge building (**Figure 3**) was to be located to the northern side of the site overlooking Lake Wakatipu. The Council decision approved a 4,288m² lot for the lodge. The building is two level, although very little information exists on Council files. The building appeared to have a ground floor area of 1,600m².

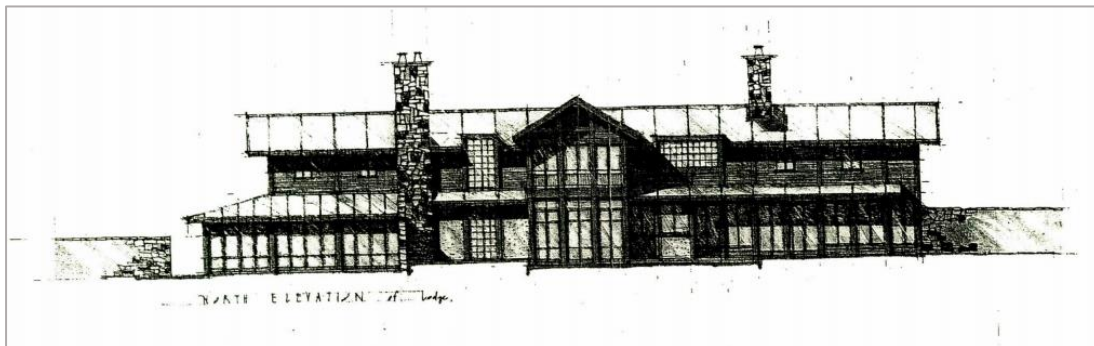


Figure 3: Approved Elevation of the lodge building – RM010111

Environment Court Consent Order – RM010111

The decision of QLDC was appealed by other parties and subsequently resolved by consent. This included a reduction in the number and scale of the guest villas. The location of the approved lodge and villa locations is set out in **Figure 4** below in green while the eight approved building platforms are shown in blue. This application relates to the removal of the green areas and replacement with an equivalent area of building platforms.

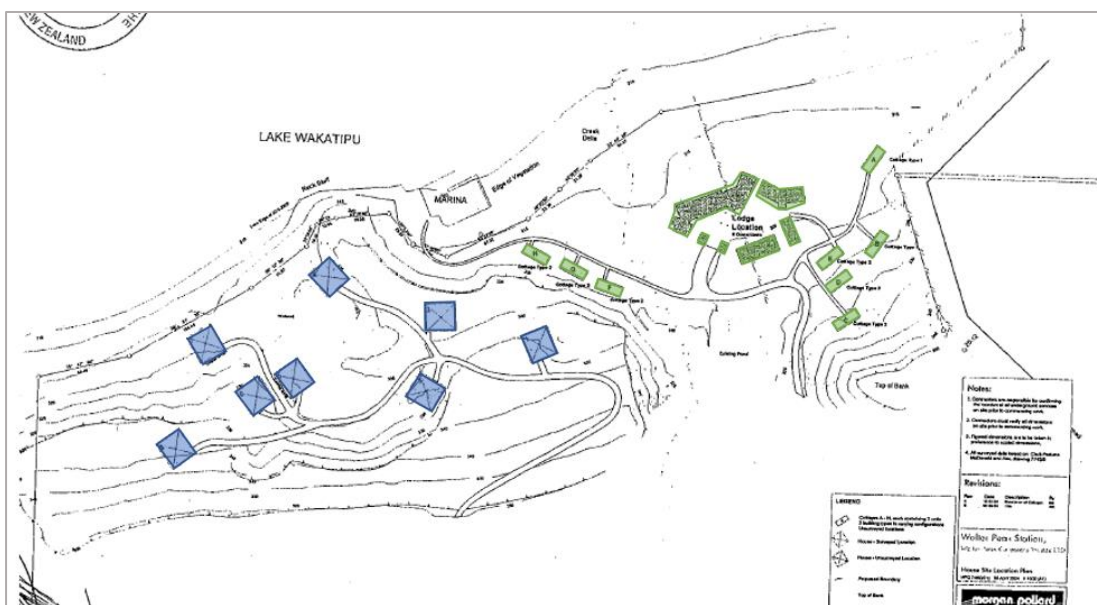


Figure 4: Location of lodge and villas (shown in green) by Environment Court Consent Order on decision RM010111

The Consent Order confirmed by the Court is subject to 15 subdivision conditions and 31 land use conditions. There have been variations to both sets of conditions regarding implementation of services, infrastructure and certain landscape requirements, but nothing that affects the overall bundle of consents.

The initial 10 year lapse date of the landuse consent was extended until 2024 (RM010111.125).

Consent Notice 7789534.3 sets out 24 ongoing conditions which have been summarised in **Table 3** below. These conditions apply to all of the residential lots (shown in blue in **Figure 4** above) and the lodge and villa buildings (shown in green in **Figure 4** above). Some of these consent notice conditions need to be varied or cancelled as part of this application – this is covered later in this assessment at Section 3.3.

Consent 7789534.3 Condition	Notice	Summary of condition
	(a)	Domestic water and fire-fighting storage
	(b)	Water filtration and treatment system
	(c)	Effluent disposal system
	(d)	Future dwellings on Lots 1 to 8 shall be within building platform on approved subdivision plan.
	(e)	Lodge and cottages within Lot 100 located in accordance with approved plan
	(f)	Maximum building height limited to 6m
	(g)	Roof pitch for all structures within Lot 100 (relates to all visitor accommodation facilities) shall be between 28 and 40 degrees. Flat roofs are only permitted as connections between structures and shall not exceed 20% of the total roof area.
	(h)	Roof colours and treatment
	(i)	Cladding colours and materials
	(j)	All ancillary structures to be clad and coloured to match principal dwellings
	(k)	To minimise glare and potential
	(l)	Water storage facility location
	(m)	Fencing
	(n)	Exterior lighting
	(o)	No lighting of vehicle access ways

(p)	Acoustic insulation
(q)	No further subdivision without consent of Council
(r)	No removal of landscaping established in accordance with detailed planting plan.
(s)	Maintenance of Detailed Planting Plan
(t)	No planting of exotic trees
(u)	Management of land known as 'Zone 8'
(v)	Only planting as per Structural Landscaping Plan is allowed
(w)	Restrictions on future subdivision
(x)	Water supply scheme

Table 3: Ongoing conditions from Consent Notice 7789534.3

Subdivision Approval

The subdivision consent provided for creation of 8 residential lots (generally 1,300m² each), and the creation of two balance lots, all of these lots have been created. The balance lots are currently described as Lots 100 and 200. Lot 100 is 4.2 hectares and comprises most of the lodge and cottage area, whilst Lot 200 (32.4ha) is the residual balance lot, over which the residential lots have a 1/9th interest.

Lot 100 occupies the north-east corner of the Property, with the exception of a small part of Lot 200 (about 7,500m²). This application proposes to regularise the boundaries of lots, as indicated in Figure 6, so that Lot 100 is extended to incorporate the 7,500m² of Lot 200. Currently one of the approved villas straddles the boundary of Lots 100 and 200.

The underlying Court mandated subdivision consent has been given effect to by the creation of nine previous Records of Title. The land use consent to develop the Lodge, Cottages, and ancillary structures remains extant as a result of previous section 125 extensions granted by the Council.

All of the sites remain in the ownership of the Applicant.

None of the 8 large residential lots within the wider Lot 200 have been developed beyond the provision of essential services. The only buildings on the properties are a temporary relocatable site manager shed, implement shed and a water pump building and several water tanks. A site plan of the existing lot boundaries overlaid over an aerial photo prepared by Clark Fortune McDonald is attached at **Appendix 2**.

Extensive planting has been undertaken across the property in accordance with the earlier subdivision requirements. QLDC has certified the extent and health of those planted areas as achieving the objectives of the subdivision conditions. The bond associated with those works has been released.

2.3 Hazards

The QLDC hazards register identifies different kinds of alluvial fan data over the site. Natural hazards are dealt with later in this report at Section 5.6 in conjunction with the GeoSolve Geotechnical and Natural Hazards report submitted with this application.

3.0 DESCRIPTION OF THE PROPOSAL

3.1 Boundary Adjustment between Lot 100 DP 386580 and Lot 200 DP 386580

A boundary adjustment is proposed between Lot 100 DP 386580 and Lot 200 DP 386580. A plan of existing boundaries and proposed boundaries by CFMA is attached at **Appendix 2**.

The boundary adjustment will provide an extra 7,500m² to Lot 100 from Lot 200. The current Lot 200 has an unusual north-eastern section along the marginal strip boundary with Lake Wakatipu that is joined to the rest of Lot 200 by a narrow tract of land alongside Section 4 Block III Mid Wakatipu SD. The current layout is shown below in **Figure 5**:



Figure 5: Current Lot 200 alignment including north-eastern portion (shaded purple) connected to the rest of Lot 200 by narrow tract of land. Image Source: CFMA plan 10-01 dated 06.11.18

The realignment of the north-eastern boundary of Lot 100, which is to run alongside the eastern side of Mick O'Day Track, will remove the difficulty in accessing the north-eastern portion of Lot 200. The proposed realigned boundary is shown below at **Figure 6**.

A diagram showing the location of the existing build areas and the replacement building platforms is shown below at **Figure 7**.

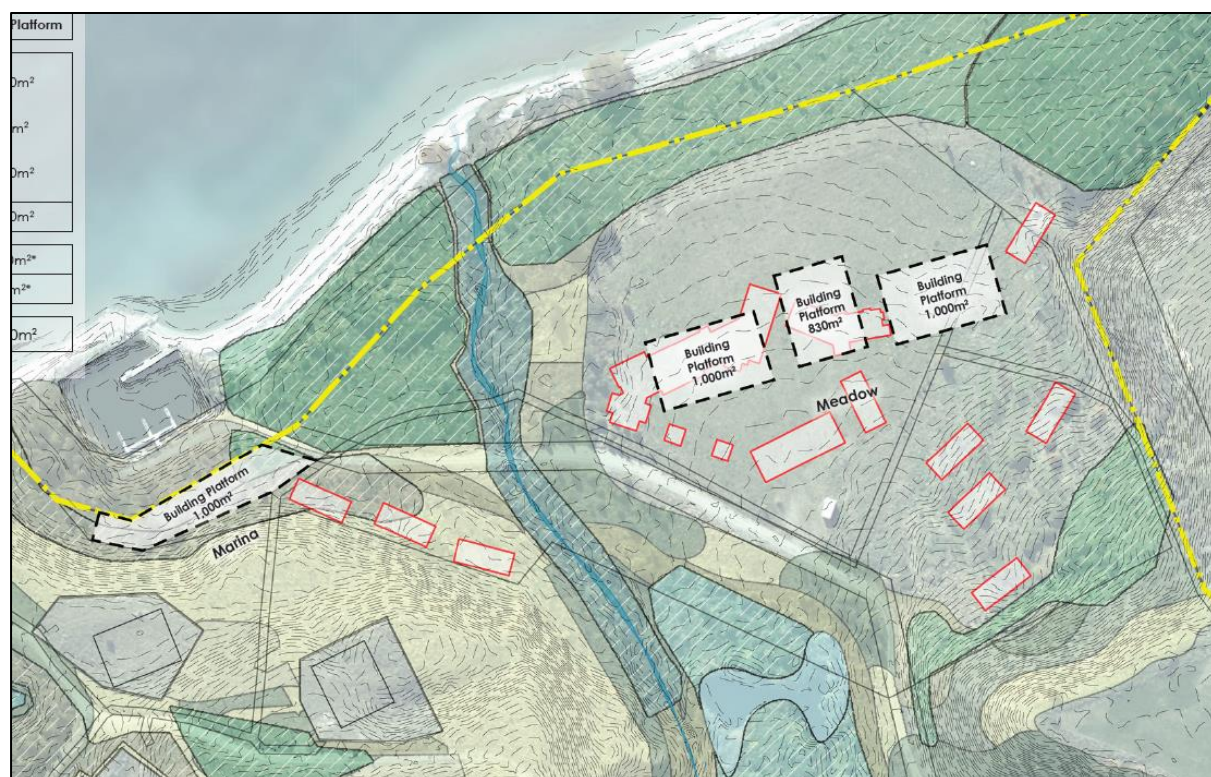


Figure 7: Location of existing approved building areas (outlined in red) and replacement building platforms (outlined in black dash). Image Source: Patch Landscape Site Plan.

The areas of the existing build areas and replacement building platforms are set out below in **Table 4**.

	Existing Building Platform	Proposed Building Platform
Meadow	162m ² (x6 villas)	1000m ²
	378m ²	830m ²
	1,055m ²	
	370m ²	1000m ²
	36m ² (x2)	
Total Meadow	2,847m ²	2,830m ²

Marina	162m ² (x3)	1,000m ²
Marina Total	486m ²	500m ² (1000m ² with 50% building coverage)

Gross total:	3,333m²	3,330m²
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Table 4: Area of existing build areas compared to proposed building platforms. Data Source: Patch Landscape Existing Baseline and Proposed Building Platforms dated 9 February 2021.

3.3 Variation and cancellation of conditions in Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1 under s221 RMA

Consent is sought to vary and cancel consent notice conditions registered in Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1. The amendments to conditions are shown in **Table 5** below as deletions in ~~strike through~~ and additions underlined. These amendments include:

- References to replacement planting and landscape plans included in this application; and
- Alignment of design controls with proposed design controls included in this application.

Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1	
(e)	That the proposed lodge and cottages positioned within Lot 100 shall be located in general accordance with the "Lodge and House Location Plan" prepared by Morgan + Pollard and Associates referenced MPQ/48C(01) (attached marked "B"), which shall be subject to final survey. The floor areas of each component of this visitor accommodation facility (including cottages and stable facilities and main lodge buildings) shall be generally consistent with the building outlines detailed within this plan.
(e)	<u>The conditions in this Consent Notice apply to Lots 1 to 8 and Lot 100 386580 unless otherwise specified.</u>
(f)	<p><u>Building Height</u></p> <p>The maximum building height for all lodge facilities proposed including cottages and stable facilities and main lodge buildings within Lot 100 and those future dwellings and ancillary buildings within Lots 1 to 8 shall be limited to 6 metres from existing ground level with the exception of the south-western corner of Lot 6 which shall have a maximum of 6 metres above 332.72m above sea level and all shall comprise single storey structures.</p>

(g)	<p><u>Roof Pitch</u></p> <p>The roof pitch for all structures within Lot 100 (relates to all visitor accommodation facilities) shall be 28° to 40°. Flat roofs are only permitted as connections between structures and shall not exceed 20% of the total roof area.</p>
(h)	<p><u>Roofing</u></p> <p>The final roof treatment of all buildings contained within Lots 1-8 and Lot 100 shall be limited to: coloursteel Ironsand or Greyfriars or cedar shingles, slate or other alternative roof cladding materials which seek to achieve the design objectives for future dwellings in Lots 1-8.</p> <ol style="list-style-type: none"> 1. <u>Steel, zinc or aluminium (corrugated or tray),</u> 2. <u>Slate,</u> 3. <u>A living / green roof of a vegetation coverage consistent with the surrounding landscape,</u> 4. <u>Membrane covered in local gravels,</u> 5. <u>Shingles or cedar shakes.</u> <p><u>All roofing material shall be finished in dark recessive tones of grey, green or brown with a light reflectivity value of between 7% and 20% and have a matte, or G10 low gloss finish.</u></p>
(i)	<p><u>Cladding</u></p> <p>The final wall claddings for all the buildings shall include the following materials or design outcomes:</p> <ul style="list-style-type: none"> • Local schist <u>or river</u> stone; • Or timber claddings, which may be left to weather, be finished in a cedar stain, or be painted with an appropriate colour consistent with those design controls or overall design objectives adopted within this development; • Or be in a plaster finish <u>or board and batten</u>, which shall include muddy earth browns, <u>greens</u>, greys, ochres or similar recessive muted earth tones; • <u>Or steel, zinc or aluminium (corrugated or tray)</u> • Or alternative materials may be employed for those future dwellings to be located within Lots 1-8 and 100, however only if they achieve the design outcomes for this development area. <p><u>All external walls shall be coloured in the natural hues of green, brown or grey with a light reflectivity value of between 7% and 30%. All painted surfaces shall have a matt or G10 low gloss finish.</u></p>
(k)	<p><u>Glare and Reflectivity</u></p> <p>To minimise glare and potential reflectivity, all buildings shall include either non-reflective glazing <u>or an alternative product that will reduce the reflection of incident light to 8% or less on east, north and west elevations. Where anti-reflective glass is not used, or the glazed areas are</u></p>

	to be recessed by roof overhangs <u>over the east, north and west elevations</u> to provide for a minimum overhang depth of at least <u>1.8 metres</u> .
(l)	<p><u>Water Storage</u></p> <p>At the time a dwelling is erected on Lots 1 – 8 and the proposed lodge and cottages <u>any buildings are erected within the building platforms</u> are erected on Lot 100, all water storage facilities shall be either located underground or appropriately screened from views from Lake Wakatipu, Mt Nicholas Beach Bay Road and neighbouring land.</p>
(m)	<p><u>Fencing</u></p> <p>Fencing: boundary fencing to be in standard post and wire <u>or post and rail</u> only, and the only other fencing permitted under this condition is that provided for the purposes of excluding stock around planting areas and electric fencing for the retention of stock (this later fencing shall employ recessive electric fence tape when located within any lot subject to this decision).</p>
(n)	<p><u>Lighting</u></p> <p>All exterior lighting shall be fixed and no higher than <u>1.2 metres</u> above finished ground level, capped, filtered and pointed downwards and screened so as to minimise lux spill.</p>
(qa)	<p>In the conditions under this section heading:</p> <p>(i) ‘Detailed Planting Plan’ means the Detailed Planting Plan referred to in resource consent RM010111 <u>and amended by the Patch Landscape Plan dated 9 February 2021 approved as part of Resource Consent RMXXXXXX</u>; and</p> <p>(ii) ‘Landscape Management Plan’ means the Landscape Management Plan for Walter Peak Station Trust prepared by Davis Consulting Group Limited and Land Limited, dated 4 March 2013 and referred to in condition 11(a) of change of consent conditions RM130610 and entered into Council records as RM130610 and amended by the Patch Landscape Plan dated 9 February 2021 approved as part of Resource Consent RMXXXXXX.</p>
(q)	There shall be no further subdivision or development in the form of buildings, structures, planting, or other improvements other than those activities provided for under resource consent RM010111 as varied by RM130610 and RMXXXXXX, without the written consent of the Council (noting that such consent would not constitute any required resource consent that would otherwise have to be obtained separately).
(r)	There shall be no removal of landscaping established in accordance with the Detailed Planting Plan and in accordance with the Landscape Management Plan <u>except as in accordance with the Patch Landscape Plan dated 9 February 2021 approved as part of Resource Consent RMXXXXXX</u> , and all existing grey shrubland species contained within each allotment (excluding those within the identified development areas).
(s)	The landowners for the time being of Lots 1 to 8 and 100 or the Walter Peak Management Company shall maintain in perpetuity the planting on Lot 200 established under the Detailed

	Planting Plan and under the Landscape Management Plan <u>except as in accordance with the Patch Landscape Plan dated 9 February 2021 approved as part of Resource Consent RMXXXXXX.</u>
(sa)	The landowner for the time being of each Lot 1 to 8, or the Walter Peak Management Company, shall maintain in perpetuity the curtilage planting (identified as zone 9 within Walter Peak Lodge and Residential Landscape Concept Plan prepared by Morgan Pollard and Associates established on their own lot.
(sb)	The landowner for the time being of Lot 100, or the Walter Peak Management Company, shall maintain in perpetuity the planting of this allotment established under Walter Peak Station Landscape Concept for the Lodge and Cottage Areas <u>(varied by the Patch Landscape Plan dated 9 February 2021)</u> and the Landscape Management Plan.
(u)	<p>The landowners for the time being of Lots 1 to 8 and 100, or the Walter Peak Management Company, shall be responsible for the ongoing management of that area of land identified as zone 8 within the approved Landscape Concept Plans prepared by Morgan+Pollard and Associates contained within Lots 100 and 200 and shall include:</p> <p>(i) The ongoing grazing of these areas in perpetuity to maintain a pastoral management regime throughout zone 8 identified within those allotments;</p> <p>(ii) The retention and future maintenance of all stock fencing;</p> <p>(iii) The ongoing management of wilding plants and animal pests by the landowners for the time being of Lots 1 to 8 and 100, or by the Walter Peak Management Company within the area defined within zone 8.</p>
(v)	There shall be no planting of any plant species within Lots 1 to 8 and 200, other than those plant species approved under the Landscape Management Plan and within Lot 100 other than those plant species approved under the Walter Peak Landscape Consent for the Lodge and Cottage Areas as varied by the Landscape Management Plan <u>and amended by the Patch Landscape Plan dated 9 February 2021 approved as part of Resource Consent RMXXXXXX.</u>
(w)	The land subject to consent RM010111, being that land comprised in Computer Freehold Registers 346601, 346602, 346603, 346604, 346605, 346606, 346607, 346608, 346609, shall not be further subdivided, provided that this restriction shall not apply to a boundary adjustment subdivision which does not result in the creation of any new certificate of title, or any new building platform.

Table 5: Proposed variations to Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1

3.4 Infrastructure and Services

Details of infrastructure and services to the building platforms are included in the Services Report prepared by Clark Fortune McDonald at **Appendix 4** with summaries set out below.

The reports attached to this application confirm that some existing services are available (as a result of previous consent implementation works) and that extension of those services is possible and practicable.

Access

The building platforms will be accessible from accesses leading from the marina on Lake Wakatipu as well as from Mick O'Day Track. Mick O'Day Track has been consented and constructed under RM010111.

Wastewater

Wastewater disposal from the proposed building platforms is to be via connections to the Hynds Foul Sewer Treatment Plant consented and constructed under RM010111 (variation RM061071). Stormwater

Stormwater from the building platforms will be disposed to ground with confirmed permeability and detailed design to be provided at building consent stage.

Water Supply

Water supply will be provided via the existing reticulated water supply system established under RM010111.

Fire Fighting

There are two fire hydrants installed at the boundary of Lot 100 and firefighting flow requirements have been taken into consideration in the existing water supply calculations. The proposed meadow building platforms are within 90m of the hydrants. The proposed marina building platform is in very close proximity to the lake which could be used as a source of fire fighting water.

Power and Telecommunications

An existing on site electrical supply system has been installed as part of the subdivision consented under RM010111.

It is anticipated the existing electrical reticulation will be sufficient to supply electricity to the proposed building platforms. This will need to be confirmed by appropriately qualified professionals. If it is found that the existing electrical supply requires upgrading, several on-site alternatives are available.

There is not intended to be reticulated telecom connection to the building platforms.

Vodafone NZ show 3G mobile phone coverage to the site.

3.5 Design Controls

Proposed design controls are set out in the Landscape Assessment at **Appendix 5** which include:

- External walls coloured in natural hues of green, brown or grey with LRV of between 7% and 30%
- External wall claddings limited to:
 - Steel (corrugated or tray)
 - Plaster or textured concrete which meets the colour controls
 - Local schist or river stone
 - Timber weatherboards (or a product that mimics timber weatherboards)
- All roofing material finished in dark recessive tones of grey, green or brown with a LRV of between 7% and 20% and have a matt finish if painted.
- External roofing materials of all buildings shall be:

- Steel (corrugated or tray)
 - Slate
 - Shingles or cedar shakes
- All external painted surfaces and roofs shall have a matt finish.
- All glazing on the east, north and west elevations of any future building shall be anti-reflective glass or an alternative product which will reduce the reflection of incident light to 8% or less.
- Where antireflective glass is not used, buildings shall be constructed with eaves, overhangs or recessed windows of no less than 1.8m in depth over east, north and west elevations.
- Buildings shall be articulated in form and recessed or extruded to avoid monolithic, lineal built forms.
- All external lighting shall be directed at the ground and house such that no filament will be visible from Lake Wakatipu. All external lighting shall be no higher than 1.2m above ground level. All external lighting shall not be used to highlight buildings or landscape features which may be visible from beyond the property boundary.

These controls have been incorporated in the recommended conditions of consent.

3.6 Proposed Landscape Mitigation

No additional landscaping is proposed for mitigation. The only planting proposed is a replacement planting area for the area of building platform by the marina which is an amendment to the existing planting plan approved by RM010111 and varied by RM130610. This replacement planting area is detailed in the landscape plan by Patch Landscape at **Appendix 4**. It is noted that the clearance of this voluntarily planted indigenous vegetation permitted under Rule 33.4.6 as it is less than 15 years old.

4.0 CONSENTS SOUGHT

4.1 Operative District Plan

The subject site is zoned **Rural General** under the Operative District Plan, however, the relevant rule triggers under the PDP are not under appeal to the Environment Court. The PDP rules are to be treated as operative under s86F RMA. Therefore, the proposal should only be assessed under the PDP rules and not the ODP.

4.2 Proposed District Plan

As part of Stage 1 of the District Plan Review, the site was zoned as **Rural** and there have been no appeals lodged with the Environment Court on the zoning of this site.

The proposed activity requires the following resource consents:

- A **discretionary activity** under Rule 27.5.6 for the boundary adjustment between Lot 100 DP and Lot 200 DP 386580 as it does not fall under any other boundary adjustment rule in Section 27.5 of the District Plan.
- A **discretionary activity** resource consent pursuant to Rule 21.4.10 for the identification of a building platforms not less than 70m² and not greater than 1000m².

4.3 Section 221 RMA – Variation of Consent Notices

A discretionary activity consent is sought pursuant to s221 RMA to vary/cancel the conditions in Consent Notice 7789534.3 and Variation of Consent Notice 10059247.1 as set out in Section 3.3 above.

4.4 Activity Status and Assessment Matters

Overall, resource consent is sought for a **discretionary** activity.

Section 104 and 104B of the Resource Management Act 1991 (RMA), set out the relevant assessment matters for resource consent applications carrying the discretionary activity status. Section 104 states:

104 Consideration of applications

- (1) *When considering an application for a resource consent and any submissions received, the consent authority must, subject to Part 2, have regard to-*
- (a) *any actual and potential effects on the environment of allowing the activity; and*
 - (ab) *any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and*
 - (b) *any relevant provisions of-*
 - (i) *a national environmental standard;*
 - (ii) *other regulations;*
 - (iii) *a national policy statement;*
 - (iv) *a New Zealand coastal policy statement;*
 - (v) *a regional policy statement or proposed regional policy statement;*
 - (vi) *a plan or proposed plan; and*
 - (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.*

Section 104B states that an application for a discretionary activity may be granted or refused by the consent authority. If the application is granted, the consent authority may impose conditions under Section 108.

5.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS (S104(1)(A))

5.1 Positive Effects

The boundary adjustment between Lot 100 DP 386580 and Lot 200 DP 386580 will remove the north-eastern corner of Lot 200 which is difficult to access through the narrow tract of land against Section 4 Block III Mid Wakatipu SD. The proposed alignment of the boundary of Lot 100 along the eastern side of Mick O'Day Track is more logical and provides Lot 100 with road frontage along Mount Nicholas – Beach Bay Road.

The removal of 14 building areas approved under RM010111, and their replacement with 4 building platforms with the same total area of the original building areas reduces the number of potential locations of which visual effects can be received from.

RM010111 provided for the construction of 11 separate buildings spread around the meadow and marina area, whereas this application would provide for three building platforms in close proximity to each other on the meadow and one building platform south of the marina. The proposed building platform by the marina will have a 50% building coverage limit imposed so this further reduces the final built area to 500m² on that building platform.

The existing condition of consent (RM010111) provide for landuse consent for a variety of buildings, without the need for any further planning approvals.

The implementation of that existing consent is made difficult by the structure of the conditions that require the approval of third parties; being parties that no longer legally exist (i.e. the Wakatipu Environmental Society Inc.).

5.2 Existing Environment/Consented Baseline

Resource consent (RM010111) was granted by Consent Order from the Environment Court on 25 January 2005 for a subdivision to create eight allotments with residential building platforms located to the west and south of the marina (Lots 1 – 8 DP386580) and to construct a lodge and ten associated villas on the meadow, on the hillside to the south of the meadow and to the south of the marina (all within Lot 100 DP386580). RM010111 also created two balance lots (Lot 100 and 200 DP386580) A variation to consent RM010111 was granted in March 2014 and this consent is known as RM130610. As part of RM130610, a planting schedule for the wider area (Lots 100 and 200 DP 386580) was approved. A visual simulation of the surrounding consented environment is shown below in **Figure 8**.



Figure 8: Consented Environment from RM010111 and RM130610. Image Source: Patch Landscape Approved Environment Simulation dated 9 February 2021.

In terms of the existing marina on the lakeshore, a joint ORC and QLDC consent was granted in 2003 (RM021128) for the existing marina which was subsequently established.

A subsequent consent from ORC was sought and obtained in January 2018 (RM17.321) to extend and alteration of the existing marina. These consented works enabled dredging of the marina basin and realignment of the lake entry.

Resource consent applications have been recently submitted to ORC (RM20.341) and QLDC (RM201040) to upgrade the existing marina with a new design that includes a floating storage shed and a private recreation building containing dining and entertaining facilities within the marginal strip.

5.3 Visual Effects

Under both the ODP and the PDP, the site is within an Outstanding Natural Landscape (ONL). A landscape assessment included at **Appendix 5**.

As covered in the Patch Landscape assessment by Patch at **Appendix 5**, there is only a narrow window of theoretical visibility from public places. The public places that are relevant to this application include:

- The surface of Lake Wakatipu
- Marginal strip
- Glenorchy-Queenstown Road
- Mt Nicholas-Beach Bay Road

West of the site is a rocky headland which will screen the proposed building platforms from view in a westerly direction. South and east of the site are a series of vegetated subtle terrace risers which provide a textural context in which well controlled buildings can be absorbed.

In terms of views from land on the northern side of Lake Wakatipu, Mr Skelton considers that well-controlled and recessively clad buildings in a vegetated context set against landforms to be reasonably difficult to see from distances between 2-3km. The lake is of a width of at least 4.09km. As shown in **Figure 9** below, the proposed development will be reasonably difficult to see from across the lake. The consented built form already presents as recognisably different from the ONL landscape. Mr Skelton considers that to a casual observer, the change in the consented development will not affect visual amenity from a distance of over 2-3km. From a more familiar observer's perspective, there may be a change in the distant landscape compared to the consented development but this proposal will not change the level of visual amenity from across the lake.



Figure 9: View from Picnic Point, Bob's Cove of the subject site. Image Source: Patch Landscape Visual Assessment Image 9 dated 9 February 2021

With reference to views from the surface of Lake Wakatipu, Mr Skelton considers that the proposed development would not be clearly visible unless a viewer was within approximately 1km of the site. See **Figure 10** below showing the visibility level at approximately 2km. From more distant locations on the lake, the built development would be well absorbed within wider views of the broad and outstanding natural landscape. Mr Skelton notes that even as a viewer approaches the development, the proposed development will be well absorbed visually within the landscape's natural elements. The foreshore will act as the foreground to views from the lake and the development will be set against the context of a vegetated terrace riser.



Figure 10: View from receptors located approximately 2km from marina site within Lake Wakatipu. Image Source: Patch Landscape Visual Assessment Images dated 9 February 2021

The marina building platform will be visible from the lake foreshore adjacent to the marina, however, the proposed building platform will reduce the elevation and consolidate the bulk of the existing 3 cottage locations approved under RM010111. The meadows building platforms will not be visible from the lake foreshore as they are located up on the terrace to the east of the marina.

The proposed variations to consent notice 7789534.3 and variation of consent notice 10059247.1 remove references to redundant management companies but also would approve modern building materials, introduce LRV limits and increase roof overhangs. The effect of approving these variations to the consent notice would not increase the visibility of the proposed buildings and would act to make future dwellings more visually recessive than the current consented development.

Visual Effects Summary

Mr Skelton considers that the proposal will not act to increase the visibility of the already consented development viewed from any road or public place. The proposal will consolidate built development into more concentrated building platforms. Overall, it is considered that the proposed building platforms will not result in an increase in effects on the landscape character or visual amenity compared to the existing consented development. As the proposal will shift the location of proposed buildings on the site from their current location, this will be noticeable to receptors within 2km of the site but will not cause any significant adverse impacts. Therefore, the effect on landscape values is considered to be no more than minor.

In terms of the proposed boundary adjustment between Lots 100 and 200 DP 386580, there will be no visual effect as the remainder of Lot 100 and 200 will remain in pastoral use.

5.4 Effects on Vegetation and Ecology

There is existing indigenous vegetation where the proposed 1000m² marina building platform is to be located. This existing vegetation is proposed to be removed. This vegetation is comprised of grey shrubland, tussock and beech which were planted as part of a consented planting schedule under RM130610. To mitigate this loss of existing indigenous vegetation, the applicant proposes to plant an equivalent sized area (1,000m²) of indigenous vegetation in the areas shown on the Patch Landscape Plan '*Vegetation Baseline and Proposed Area*' dated 9 February 2021 and attached at **Appendix 3**.

All other vegetation around the vicinity of the building platforms will remain untouched.

It is considered that as the equivalent area of indigenous vegetation is offered to compensate for the loss of 1000m² of indigenous vegetation around the marina the effects on vegetation are less than minor.

5.5 Cultural Values

Te Ao Marama and Aukaha (as representatives of iwi interests) are being consulted with in relation to this application. It is noted that the proposed building platforms are outside of the wahi tupuna area for Whakatipu wai maori (Lake Wakatipu) and Te Ao Marama and Aukaha have previously provided approvals to work carried out on the adjacent marina. Within the *Kai Tahu Ki Otago Natural Resource Management Plan 2005* there are various cultural landscape issues identified as occurring around Whakatipu wai maori, (including the effects of subdivisions, lifestyle farms and infrastructure).

5.6 Natural Hazards

A copy of the geotechnical report and hazards on the project by Geosolve is attached at **Appendix 6**. At Section 5 of the report, a Hazard Assessment has been carried out and addresses the natural hazard risk categories:

Alluvial Fan

GeoSolve have carried out modelling related to landslide events in Point 1673 Creek and Mick O'Day Creek which have indicated that the building platforms are not at risk from debris flow.

Flooding Risks

The existing ground levels around the marina and meadow building platform vary from around 315 to 320masl and are significantly above the maximum recorded flood level of Lake Wakatipu which is 312.78masl.

In terms of fluvial flooding risks, GeoSolve have completed modelling which shows that virtually all of the building platform areas are above the 100-year modelled flood level and therefore would be unaffected by fluvial flooding. A small part of the south-western corner of the meadow building platform may be affected by a 1 in 100-year event, however, GeoSolve recommend that development in this building platform is achievable with a floor level elevated 600mm above natural ground level.

Liquefaction

GeoSolve have carried out a liquefaction risk review and conclude that the risk of liquefaction is considered low in the meadow building platforms. For the marina building platform, GeoSolve recommend TC 2 footings, engineered fill rafts or piled foundations in this area.

Overall, it is considered that all natural hazard effects will be less than minor.

5.7 Archaeology

There are no archaeological sites recorded within the Applicant's Site. There are also no heritage features under the District Plan registered on the Applicant's site.

5.8 Contaminated Sites

There are no earthworks proposed with this application. A search of the ORC Listed Land Use Register shows no nearby HAIL sites relevant to the Applicant's Site. The closest HAIL activity listed is a diesel tank at the Walter Peak Homestead at Beach Bay. The Applicant's Site has already been consented for visitor accommodation and residential use and therefore there is no change in use. It is considered that the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 do not apply.

5.9 Summary of Assessment of Effects

A succession of existing resource consents have already created a consented baseline of existing building areas. This proposal consolidates 14 existing building areas of 3,300m² in total and provides for 3 building platforms on the meadow area in close proximity (totalling 2,800sqm of built area potential) with one 1,000m² building platform by the marina but which can only be developed to 50% of the total building platform area. This reduces the spread of building areas and reduces the spread of buildings from which visual effects may be perceived. The proposal will not result in an increase in adverse effects on landscape character and amenity over and above the existing consented baseline. However, as the effects of the shift of the building areas on receptors within 2km of the site will be noticeable but not significant in terms of landscape character or visual amenity, it is considered that the application has a no more than minor landscape effects.

Effects on indigenous vegetation are considered to be less than minor as the equivalent area of indigenous vegetation will compensate for the loss of 1000m² of indigenous vegetation around the marina. GeoSolve have confirmed through their investigations and modelling that natural hazards effects will be less than minor.

6.0 OBJECTIVES AND POLICY ASSESSMENT

6.1 QLDC Operative District Plan (ODP)

As covered above at 4.1, the relevant PDP rule triggers are not under appeal, or the appeals seek retention of the rules and so therefore only assessment under the rules of the PDP (and not the ODP) is required. However, the ODP objectives and policies remain relevant under s104 RMA and are assessed below in **Table 6**.

The objectives and policies relevant to this application are found in Part 4 – District Wide and Part 5 – Rural.

Clause	Objective or Policy	Assessment
	Section 4 – District Wide Issues	
4.1.4	<p><i>Nature Conservation Values</i></p> <p><i>The protection of outstanding natural features and natural landscapes.</i></p>	<p>The proposed activity is going to consolidate already approved development on the site by consolidating 14 approved buildings down into 4 building platforms thereby reducing the spread of buildings within the ONL. This will reduce the level of development already permitted within the ONL.</p>
4.2.5	<p><i>Subdivision, use and development being undertaken in the District in a manner which avoids, remedies or mitigates adverse effects on landscape and visual amenity values.</i></p>	
4.2.5.1	<p><i>Future Development</i></p> <ul style="list-style-type: none"> a. <i>To avoid, remedy or mitigate the adverse effects of development and/or subdivision in those areas of the District where the landscape and visual amenity values are vulnerable to degradation.</i> b. <i>To encourage development and/or subdivision in those areas of the District with greater potential to absorb change without detract from landscape and visual amenity values.</i> c. <i>To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible.</i> 	<p>This policy seeks that structures preserve the visual coherence of ONL's by encouraging structures that are in harmony with the line and form of the landscape; avoiding, remedying or mitigating adverse effects on the skyline, ridges and prominent slopes, encouraging colours and materials to complement the colours of the landscape and ensuring placement of structures in locations where they are in harmony with the landscape.</p> <p>The permitted development has already been deemed appropriate in the landscape and the applicant is further consolidating the approved spread of buildings into only four building platforms compared to 14</p>

		buildings spread throughout the landscape. Additionally, design controls are proposed to make
4.2.5.2	<p><i>Outstanding Natural Landscapes (District-Wide/Greater Wakatipu)</i></p> <ol style="list-style-type: none"> <i>To avoid, remedy or mitigate the adverse effects of development and/or subdivision in those areas of the District where the landscape and visual amenity values are vulnerable to degradation.</i> <i>To encourage development and/or subdivision to occur in those areas of the District with greater potential to absorb change without detracting from landscape and visual amenity values.</i> <i>To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible.</i> 	<p>As outlined in the AEE above, the landform surrounding the building platforms creates a narrow window of theoretical visibility. Additionally, Mr Skelton has set design controls on the building platforms which are set within a vegetated context. Mr Skelton considers that these factors combined will result in buildings on the building platforms being reasonably difficult to see from distances between 2-3km. A familiar observer may recognise a visual change in the landscape from such a distance, however, it is considered that these changes will not result in a loss of visual amenity from these distant places.</p>
4.2.5.9	<p><i>Structures</i></p> <p><i>To preserve the visual coherence of:</i></p> <ol style="list-style-type: none"> <i>Outstanding natural landscapes and features and visual amenity landscapes by:</i> <ul style="list-style-type: none"> <i>Encouraging structures which are in harmony with the line and form of the landscape;</i> <i>Avoiding, remedying or mitigating any adverse effects of structures on the skyline, ridges and prominent slopes and hilltops;</i> <i>Encouraging the colour of buildings and structures to complement the dominant colours in the landscape;</i> <i>Encouraging placement of structures in locations where they are in harmony with the landscape;</i> <i>Promoting the use of local, natural materials in construction.</i> 	<p>The proposed design controls include limits on colours, LRV's, cladding materials, building form and lighting. Additionally, an existing consent notice condition limits the building height to 6m. Mr Skelton considers that these design controls will act to render the buildings more visually recessive within the vegetated landscape. Additionally, the reduction in the number of permitted building locations will cluster the proposed buildings together. The proposal will act to reduce the scale of visible built development from what has already been proposed.</p>

Section 5 – Rural Areas		
5.2.1	<p>Objective 1 – Character and Landscape Value</p> <p><i>To protect the character and landscape value of the rural area by promoting sustainable management of natural and physical resources and the control of adverse effects caused through inappropriate activities.</i></p>	<p>The relevant policies associated with this objective seek that district wide landscape objectives and policies are considered, to avoid, remedy or mitigate the adverse effects of development on the landscape values of the District, to preserve the visual coherence of the landscape, avoid location of structures on skylines, ridges, hills and prominent slopes.</p> <p>As mentioned above, the proposed building platforms will have a narrow window of theoretical visibility and then the buildings will be reasonably difficult to see from a distance of 2-3km. The proposal will reduce the number of permitted buildings from 14 down to a cluster of 4 building platforms resulting in a lesser spread of buildings throughout this area of ONL. The proposal will not act to increase the scale of visible built development over what has already been improved</p>

Table 6: ODP Objectives and Policies Assessment

6.2 QLDC Proposed District Plan (PDP)

The application is assessed against the relevant objectives and policies from the Proposed District Plan as set out in **Table 7** below. As the plan review process is still taking place, there are still some Environment Court appeals on the objectives and policies below that have not been resolved. These appealed objectives and policies are listed in **red** below.

Clause	Objective or Policy	Assessment
Chapter 3 Strategic Direction		
3.2.5	<i>The retention of the District's distinctive landscapes</i>	
3.2.5.1	<i>The landscape and visual amenity values and the natural character of Outstanding Natural Landscapes and Outstanding Natural Features are protected from adverse effects of subdivision, use and development that are more than minor and/or not temporary in duration.</i>	<p>The proposal is not considered to increase the visual effects from buildings on the site above what has already been consented. The proposal will reduce the extent of visible built development by consolidating the building area and introducing design controls which will render future buildings</p>

		more visually recessive within the landscape.
3.3.30	<i>Avoid adverse effects on the landscape and visual amenity values and natural character of the District's Outstanding Natural Landscapes and Outstanding Natural Features that are more than minor and or not temporary in duration.</i>	Mr Skelton notes that the proposal will not result in changes to the ONL's quality and character beyond what is anticipated by the consented baseline and design controls will render future buildings more visually recessive within the landscape than the consented development.
3.3.33 3.3.34 3.3.35	<p><i>Avoid significant adverse effects on wāhi tūpuna within the District.</i></p> <p><i>Avoid remedy or mitigate other adverse effects on wāhi tūpuna within the District.</i></p> <p><i>Manage wāhi tūpuna within the District, including taonga species and habitats, in a culturally appropriate manner through early consultation and involvement of relevant iwi or hapū.</i></p>	The proposed building platforms are outside the wahi tupuna area for Lake Wakatipu, however due to proximity to the lake and location in the ONL, a copy of the application has been sent to Aukaha and Te Ao Marama for their comment.
Chapter 6 Landscapes and Rural Character		
6.3.8	<i>Avoid indigenous vegetation clearance where it would significantly degrade the visual character and qualities of the District's distinctive landscapes.</i>	There will be some vegetation removed near the building platform, however this vegetation will be replaced on the slopes above the meadow building platforms.
6.3.11	<i>Encourage any landscaping to be ecologically viable and consistent with the established character of the area.</i>	The proposed replanting area is to be consistent with the surrounding species as set out in the planting plan under RM130610.
6.3.12	<i>Recognise that subdivision and development is inappropriate in almost all locations in Outstanding Natural Landscapes and on Outstanding Natural Features, meaning successful applications will be exceptional cases where the landscape or feature can absorb the change and where the buildings and structures and associated roading and boundary changes will be reasonably difficult to see from beyond the boundary of the site the subject of the application.</i>	The proposed building platforms will consolidate the existing approved 14 building locations into four clustered building platforms. Due to the surrounding landforms, there is only a small window of theoretical visibility. Existing vegetation and design controls will result in buildings that are reasonably difficult to see from distances between 2 and 3km. A familiar observer of the site at a distance over 2 to 3km may recognise a visual change in the landscape as a result of giving effect to the consented development, but it is

		considered that this change will not effect visual amenity from these distances.
6.3.13	<i>Ensure that the protection of Outstanding Natural Features and Outstanding Natural Landscapes includes recognition of any values relating to cultural and historic elements, geological features and matters of cultural and spiritual value to tangata whenua, including topuni and wahi tupuna.</i>	The proposed building platforms are outside the wahi tupuna area for Lake Wakatipu, however due to proximity to the lake and location in the ONL, a copy of the application has been sent to Aukaha and Te Ao Marama for their comment.
6.3.16	<i>Maintain the open landscape character of Outstanding Natural Features and Outstanding Natural Landscapes where it is open at present.</i>	The proposal will not increase any visible built development over what has already been consented and will not dominate or detract from views which are otherwise characterised by natural landscapes, for example Lake Wakatipu in the foreground and Walter Peak and Mt Nicholas in the background.
6.3.26	<p><i>Avoid adverse effects on visual amenity from subdivision, use and development that:</i></p> <ul style="list-style-type: none"> <i>a. is highly visible from public places and other places which are frequented by members of the public generally (except any trail as defined in this Plan); or</i> <i>b. forms the foreground for an Outstanding Natural Landscape or Outstanding Natural Feature when viewed from public roads.</i> 	<p>The development will be visible from the surface on the lake, within approximately 1km of the site. However, this is an area of the lake that is not well used by passing boats and will result in no change in visual effects from what is consented as viewed from this boat and route.</p> <p>When public are viewing the proposal from the rocky foreshore, it should be noted that the building platforms within the meadow are set back from the marginal strip and will not be visible from the foreshore. The marina building platform may be visible when the observer is in the immediate area of the marina. However, this visibility is limited to the immediate area around the marina. It is noted that there are very few visitors to this area of marginal strip.</p>
Chapter 21 Rural		

21.2.1	<i>A range of land uses, including farming and established activities, are enabled while protecting, maintaining and enhancing landscape, ecosystem services, nature conservation and rural amenity values.</i>	The existing lodge and building areas were approved by RM010111 and were deemed appropriate within this rural ONL areas.
21.2.1.4	<i>Minimise the dust, visual, noise and odour effects of activities by requiring them to locate a greater distance from formed roads, neighbouring properties, waterbodies and zones that are likely to contain residential and commercial activity.</i>	The site is not located by neighbouring residential and commercial activities.
21.2.1.5	<i>Have regard to the location and direction of lights so they do not cause glare to other properties, roads, public places or views of the night sky.</i>	All external lighting shall be directed at the ground and housed such that no filament will be visible from Lake Wakatipu. All external lighting shall be no higher than 1.2m above ground level. All external lighting shall not be used to highlight buildings or landscape features which may be visible from beyond the site.
21.2.1.7	<i>Have regard to the spiritual beliefs, cultural traditions and practices of Tangata whenua.</i>	The proposed building platforms are outside the wahi tupuna area for Lake Wakatipu, however due to proximity to the lake and location in the ONL, a copy of the application has been sent to Aukaha and Te Ao Marama for their comment.
21.2.1.8	<i>Have regard to fire risk from vegetation and the potential risk to people and buildings, when assessing subdivision and development in the Rural Zone.</i>	The meadow building platforms are located within meadow grasslands with no nearby shrubland. The marina building platform is going to be cleared of grey shrubland (which is being replaced in another location) and so there will be no nearby shrubland close to buildings on that building platform.
21.2.1.9	<i>Provide adequate firefighting water and fire service vehicle access to ensure an efficient and effective emergency response.</i>	As detailed in the Services Report by CFMA, there are two fire hydrants installed near the boundary of Lot 100. Fire fighting flow requirements have been taken into consideration in the existing water supply calculations.
21.2.4.2	<i>Control the location and type of non-farming activities in the Rural Zone, so as to minimise conflict between permitted and established</i>	The proposed building platforms are consolidating the existing building areas already consented and are located by the approved marina and an existing 8 lot subdivision. The proposed building

	<i>activities and those that may not be compatible with such activities</i>	platforms are compatible with the wider use of the site.
Chapter 27 – Subdivision and Development		
27.2.1.3	<i>Require that allotments are a suitable size and shape, and are able to be serviced and developed for the anticipated land use under the applicable zone provisions.</i>	The boundary readjustment between Lots 100 and 200 DP 386580 will remove the unusual and difficult to access north-eastern corner of Lot 200 and create a far more usable shape for the continuation of pastoral use.
27.2.1.7	<i>Recognise that there will be certain subdivision activities, such as boundary adjustments, that will not require the provision of services.</i>	The boundary readjustment will not require the provision of services as the current services provided to the site are adequate for the adjusted lots and their use.
27.2.7.2	<p><i>Ensure boundary adjustment, cross-lease and unit title subdivisions are appropriate with regard to:</i></p> <ul style="list-style-type: none"> <i>a. the location of the proposed boundaries;</i> <i>b. in rural areas, the location of boundaries with regard to approved residential building platforms, existing buildings, and vegetation patterns and existing or proposed accesses;</i> <i>c. boundary treatment;</i> <i>d. the location and terms of existing or proposed easements or other arrangements for access and services.</i> 	<p>The boundary readjustment between Lots 100 and 200 DP 386580 will create a more logical boundary between the two lots, removing the difficult to access north-eastern corner of Lot 200 and create a far more usable shape for the continuation of pastoral use.</p> <p>The existing building areas and proposed building platforms will not be impacted by the boundary adjustment.</p> <p>The boundary treatment will remain in wire and post fencing for pastoral use. No change in access or easements is required.</p>
Chapter 33 Indigenous Vegetation and Biodiversity		
33.2.1	<i>Objective – The District’s indigenous biodiversity is protected, maintained or enhanced.</i>	Although there will be some clearance of indigenous vegetation, this will be replaced with additions to the underlying Detailed Planting Plan approved under subdivision consents RM010111 and varied by RM130610. A copy of the Removed and Proposed Vegetation Plan is included in the Patch Landscape Plan at Appendix 3 .
33.3.1.3	<i>Have regard to and take into account kaitiakitanga and the values of indigenous vegetation, taonga</i>	The revegetation of the wider site has been carried out in accordance with the revegetation plan approved by RM010111 which was deemed appropriate for the site.

	<i>species and habitats. and biodiversity to tangata whenua.</i>	As for the clearance and replacement of the vegetation underlying the proposed marina building platform, a copy of the application has been sent to Aukaha and Te Ao Marama for their comment.
33.2.1.5	<i>Undertake activities involving the clearance of indigenous vegetation in a manner that ensures the District's indigenous biodiversity is protected, maintained or enhanced.</i>	As mentioned above, although there is clearance of indigenous vegetation from the approved Detailed Planting Plan, there will be replacement of the equivalent amount of indigenous vegetation on the wider site. Details of this are shown in the Patch Landscape Removed and Proposed Vegetation Plan at Appendix 3 . As part of this application, approval is requested to update the underlying Detailed Planting Plan by varying the consent notice approved under RM010111 and RM130610.
33.2.1.6	<p><i>Manage the adverse effects of activities on indigenous biodiversity by:</i></p> <p><i>a. avoiding adverse effects as far as practicable;</i></p> <p><i>b. requiring remediation where adverse effects cannot be avoided;</i></p> <p><i>c. requiring mitigation where adverse effects on the areas identified above cannot be avoided or remediated;</i></p> <p><i>d. requiring any residual adverse effects on significant indigenous vegetation or indigenous fauna to be offset through protection, restoration and enhancement actions that achieve no net loss and preferably a net gain in indigenous biodiversity values, having particular regard to:</i></p> <p><i>i. limits to biodiversity offsetting due the affected biodiversity being irreplaceable or vulnerable;</i></p> <p><i>ii. the ability of a proposed offset to demonstrate it can achieve no net loss or preferably a net gain;</i></p> <p><i>iii. Schedule 33.10 – Framework for the use of Biodiversity Offsets;</i></p>	As mentioned above, although there is clearance of indigenous vegetation from the approved Detailed Planting Plan, there will be replacement of the equivalent amount of indigenous vegetation on the wider site. Details of this are shown in the Patch Landscape Removed and Proposed Vegetation Plan at Appendix 3 . As part of this application, approval is requested to update the underlying Detailed Planting Plan by varying the consent notice approved under RM010111 and RM130610.
33.2.3	<i>Objective - Land use and development maintains indigenous biodiversity values</i>	As mentioned above, although there is clearance of indigenous vegetation from the approved Detailed Planting Plan, there will be replacement of the equivalent amount of indigenous vegetation on the wider site.

		Details of this are shown in the Patch Landscape Removed and Proposed Vegetation Plan at Appendix 5 . As part of this application, approval is requested to update the underlying Detailed Planting Plan by varying the consent notice approved under RM010111 and RM130610
33.2.3.2	<i>Encourage opportunities to address adverse effects through the retention, rehabilitation or protection of the same indigenous vegetation community elsewhere on the site, subject to Policy 33.2.1.6(d) and (e).</i>	As discussed above replacement planting is proposed on the wider site.

Table 7: PDP Objectives and Policies Assessment

6.3 Summary of Objectives and Policy Assessment

In summary, the proposal is consistent with the objectives and policies of the Operative and Proposed District Plans.

6.4 Weighting

As the proposal only triggers rules under the PDP that are not under appeal, the PDP rules replace the ODP rules and the application should be assessed on this basis. In terms of the objectives and policies, both the operative and proposed district plan seek to achieve similar outcomes, specifically in relation to protecting the rural character and amenity, and the Outstanding Natural Landscape. As assessed above, the proposal is consistent with both the relevant objectives and policies of the operative and proposed district plan, a weighting exercise is therefore not as critical.

7.0 POLICY FRAMEWORK

Section 104(1)(b)(v) requires a consent authority to have regard to any regional policy statement or proposed regional policy statement.

7.1 Operative Regional Policy Statement

The Operative Regional Policy Statement (ORPS) is likely to be replaced in the near future by the Proposed Regional Policy Statement, as appeals are largely resolved and it is now Partially Operative. Of the key themes identified in the ORPS, Chapter 9 (Built Environment) is of most relevance to the proposal:

Noting that the ORPS is high level and is about to be replaced, brief comments in respect of the RPS provisions in Chapter 9 (Built Environment) and the proposed development are set out below:

- *Objective 9.4.3 seeks to avoid, remedy or mitigate the adverse effects of Otago's built environment on Otago's natural and physical resources.*
- *Policy 9.5.4 is to minimise adverse effects of urban development and settlement through avoiding, remedying or mitigating visual intrusion and a reduction in landscape qualities.*

As set out in the AEE above, this proposal seeks to consolidate the spread of an existing visitor accommodation development (the consented baseline) into more concise locations. The proposal will not act to increase the visibility of the already consented development when viewed from any road or public place. Overall it is considered that the proposal will not result in an increase in effects on the landscape character or visual amenity compared to the existing consented development. The proposed boundary adjustment between Lots 100 and 200 DP 386580 will have no visual effect as the remainder of Lots 100 and 200 will remain in pastoral use.

7.2 Proposed Regional Policy Statement

The ORC notified its Proposed Regional Policy Statement ('PRPS') on 23 May 2015. Decisions were released on 1 October 2016. The ORC made part of the PRPS fully operative on 14 January 2019.

Chapter 2 of the PRPS is titled "Otago has high quality natural resources and ecosystems" and relates to natural resources and landscapes. Objectives 2.1 and 2.2 relate to the values of Otago's natural and physical resources and recognising them, maintaining them, and enhancing them. Policies 2.1.7 and 2.2.4 relate to recognising natural landscapes and protecting them:

- *Policy 2.1.7 – Recognising the values of natural features, landscapes and seascapes*
Recognise the values of natural features, landscapes, seascapes and the coast environment are derived from the following attributes...
 - (a) *Biophysical attributes, including:*
 - i. *Natural science factors;*
 - ii. *The presence of water;*
 - iii. *Vegetation (indigenous and introduced);*
 - iv. *The natural darkness of the night sky;*
 - (b) *Sensory attributes, including:*
 - i. *Legibility or expressiveness;*
 - ii. *Aesthetic values;*
 - iii. *Transient values, including nature's sounds;*
 - iv. *Wild or scenic values;*
 - (c) *Associative attributes, including:*
 - i. *Whether the values are shared and recognised;*
 - ii. *Cultural and spiritual values for Kai Tahu;*
 - iii. *Historical and heritage associations.*
- *Policy 2.2.4 – Managing outstanding natural features, landscapes and seascapes*
Protect, enhance and restore the values of outstanding natural features, landscapes and seascapes, by:
 - (a) *Avoiding adverse effects on those values which contribute to the significance of the natural feature, landscape or seascape; and*
 - (b) *Avoiding, remedying or mitigating other adverse effects on other values; and*
 - (c) *Assessing the significance of adverse effects on values, as detailed in Schedule 3; and*
 - ...
 - (f) *Encouraging enhancement of those areas and values.*

The landscape around the Applicant's Site has been identified by QLDC as being an Outstanding Natural Landscape and this is agreed by the Applicant. With regard to Policy 2.2.4, the proposal is a consolidation spread of the existing permitted and consented activity on the site, which will assist in mitigating adverse effects on the ONL. It is considered that the proposal will not result in an increase in effects over and above the already consented baseline. The application removes the consented building areas off the slope, down onto the meadow area which assists in reducing the visibility of the development.

Due to the scale of the ONL including the mountain range behind the Applicant's site, it is considered that the built development of the proposal will be well absorbed within wider views of the broad landscape character unit within the outstanding natural landscape. It is the broad view of the landscape character unit with the large mountain range in the background that gives the ONL its significance. As this application is for development in the very low foreground of the landscape character unit, this application is avoiding adverse effects on the value of the LCU which contributes to the significance of the ONL.

Overall, it is considered that the proposal is consistent with the relevant objectives and policies of the PRPS.

8.0 REGULATIONS

8.1 Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011

The Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 (the NES) apply to activities if the land is covered by the NES, i.e. if any activity or industry on the Hazardous Activities and Industries List (HAIL) is being undertaken, has been undertaken, or is more likely than not to have been undertaken on the piece of land.

The method outlined in Section 6(2) of the regulations has been used to determine whether or not the piece of land is covered by the NES. This involves a review of the information held about the site by the Queenstown Lake District Council (QLDC) and Otago Regional Council.

A review of the Otago Regional Council (ORC) Database of Selected Landuses does not include any record of activities with the potential to contaminate land associated with the site. Furthermore, there are also no records of these activities occurring on Council's edocs.

In summary, based on the information held by the QLDC and ORC, it is considered that the NES does not apply to this proposal.

9.0 THE MATTERS IN PART 2 OF THE RESOURCE MANAGEMENT ACT 1991

The proposed building platforms are considered to better satisfy the requirements of Part 2 of the RMA as they have been designed so as to consolidate the existing consented sprawl of buildings across the site. This proposal allows a more sustainable and efficient use of the site compared to the consented baseline for this area.

The landscape within which the building platforms are proposed is considered to be an outstanding natural landscape under Section 6(b) RMA. The proposed building platforms will be visible once developed but when combined with the existing vegetation and proposed design controls, are considered to have a lesser impact on visual amenity than the consented baseline. The proposal will not act to increase the level any visible built development over what has already been approved and will not dominate or detract from views of the ONL. The proposal is considered to have a minor effect on the ONL due to the noticeable change in location of building locations on the site for receptors within 2km of the site but these are considered not to be significant adverse effects.

With regard to Section 8, it is considered that the proposed building platforms and associated buildings are not inconsistent with the principles of the Treaty of Waitangi.

10.0 CONCLUSION

Overall, the proposed building platforms will consolidate the consented sprawl of buildings across the site and are considered to result in adverse effects which are minor. Furthermore, the proposal is considered to be consistent with the objectives and policies of all of the relevant statutory planning documents. Furthermore, the proposal is considered to satisfy the requirements of Part 2.

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MINISTER OF CONSERVATION

TO

WALTER PEAK DEVELOPMENTS LIMITED

DEED OF EASEMENT TO CONVEY WATER

Solicitor
Department of Conservation
DUNEDIN

*Correct for the purposes of the
Land Transfer Act 1952
R. S. Whiting
Solicitor for the Grantee*

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THIS DEED made this *2nd* day of *November* 2007 between the **MINISTER OF CONSERVATION** (hereafter together with his successors and assigns called "the Grantor") and **WALTER PEAK DEVELOPMENTS LIMITED** (hereafter together with its successors and assigns called "the Grantee")

WHEREAS

- 1 Her Majesty the Queen is the owner subject to the Conservation Act 1987 of the Marginal Strip described as Crown Land Block II Wakatipu Survey District (hereinafter called "the servient tenement")
- 2 The Grantee is registered as proprietor of an estate in fee simple of those parcels of land containing altogether 5.2847 hectares more or less being Lots 1-8 DP 386580 and Lot 100 DP 386580 and being all the land comprised and described in Computer Freehold Register 377545 (Southland Registry) (hereinafter called "the dominant tenement").
- 2 The Grantor in pursuance of the powers conferred on him by section 17 of the Conservation Act 1987 has agreed to convey and grant the Grantee an Easement appurtenant to the Dominant tenement over that part of the Servient Tenement shown as "Q" on DP 386580 on the plan attached (hereinafter called "the Easement Area").

NOW THEREFORE THIS DEED WITNESSES that in pursuance of the premises the Grantor **HEREBY CONVEYS AND GRANTS** to the Grantee as an appurtenant easement for the term referred to in clause 2 the full and free right liberty and licence:

- (a) To take, convey and lead water in a free and unimpeded flow and in any quantity across the Easement Area, together with the additional rights attaching to easements of right to convey water set out in clauses 3 and 4 of Schedule 4 of the Land Transfer Regulations 2002.
- (b) To lay, construct, alter, cleanse, extend, repair, maintain, remove and replace any pipes, concrete or other conduits, manholes, valves, surface boxes or other plant or water systems to enable it to convey and lead such water along the Easement Area.

AND for the above purposes the Grantee shall have the right:

- (i) To enter and re-enter on the Easement Area on foot or by any reasonable mode of transport;
- (ii) To carry out on or in the Easement Area such works as are necessary for the exercise of the powers and authorities granted in this Document and in **Schedule 1** attached hereto.
- (iii) To remove as necessary any cultivated or natural vegetation including trees and shrubs affecting the Grantee's use of the Easement.

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AND the parties agree that the following agreements, covenants, conditions and restrictions apply in respect of this Easement:

- (a) The Grantee must not erect any building, construction or fence or do anything that could obstruct the Easement Area without the consent of the Grantor;
- (b) The Grantee is to take reasonable and proper care not to damage any property of the Grantor and must promptly repair any such damage;
- (c) The Grantee must, at all times, maintain proper supervision and control of all works and installations on or in the Easement Area.
- (d) The Grantee has, and is free to exercise in connection with this Easement, all authority, power, rights and remedies vested in the Grantee by law with regard to the Grantee's use of the Easement Area and any works and installations in the Easement Area.
- (e) The Grantee must bear cost of all work and installations in the Easement Area as the Grantor may require.
- (f) If the Grantee is required to open up the surface of the land comprising the Easement Area the Grantee must, immediately upon completion of any works, restore the surface of the land as nearly as possible to its former condition.
- (g) Nothing herein contained or implied in this Easement requires the Grantor or the Grantee to construct a pipeline or take or convey water or transmit electricity through the Easement Area.

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor and the Grantee:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"**Activity**" has the same meaning as "Activity" in section 2 of the Conservation Act 1987.

"**Concession**" means a concession as defined in section 2 of the Conservation Act 1987.

"**Concession Activity**" means the use of the Land for purposes of the Activity carried out by the Grantee.

"**Concession Fee**" means the amount charged by the Grantor for the Grantee's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

"**Concession Fee Payment Date**" means the date on which each instalment of the Concession Fee falls due for payment.

"**Conservation**" has the same meaning as "Conservation" in section 2 of the Conservation Act 1987

"**Conservation Area**" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

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"Co-Site" means the use of the Easement Area or the Grantee's facilities on the Easement Area by a third party for a purpose permitted by the Grantor; and **"Co-Sitee"** and **"Co-Siting"** have corresponding meanings.

"Department" means the Department of Conservation established by section 5 of the Conservation Act 1987.

"Director-General" means the Director-General of Conservation.

"Document" means this Easement and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Easement" means the easement appurtenant to the Dominant Land granted under this Document by the Grantor to the Grantee under either section 17Q of the Conservation Act 1987, section 59A of the Reserves Act 1977, or section 49 of the National Parks Act 1980.

"Penalty Interest Rate" means the rate specified in Item 11 of Schedule 1.

"Reserve" means a reserve vested in the Grantor under the Reserves Act 1977.

"Term" means the period of time specified in Clause 2 during which this Document operates.

"Working Days" means days on which the registered banks are open for general banking business in Wellington.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's successors in title;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (d) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include all other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Grantee must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

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2.0 TERM

- 2.1 The Easement is for a Term of 60 years commencing on 1 August 2007.

3.0 SURRENDER OF DOCUMENT

- 3.1 If the Grantee wishes to terminate this Document before the expiry of the Term the Grantee must give the Grantor 3 months' notice in writing.
- 3.2 The Grantor must accept the Grantee's notice of termination but in doing so may impose whatever terms and conditions the Grantor considers appropriate, including the matters referred to in clause 5.2.

4.0 CONCESSION FEE

- 4.1 The Grantee must pay to the Grantor in advance and in the manner directed by the Grantor the Concession Fee of \$30,800 plus GST on or before the 20th day of the month following issue of an invoice for same.
- 4.2 If the Grantee defaults in payment of the Concession Fee for 14 days after a Concession Fee Payment Date the Grantee is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate.

5.0 OTHER CHARGES

- 5.1 In addition to the Concession Fee the Grantee must pay the following charges ("Other Charges") on demand and in the manner directed by the Grantor:
- (a) all rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable by virtue of the Grantee's use of the Easement Area, any structure or facility on the Easement Area, or the carrying on of the Concession Activity;
 - (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Grantor;
 - (c) all costs incurred by the Grantor in providing an annual building warrant of fitness to a territorial authority, including costs paid to an independent qualified person for a report establishing or re-establishing compliance with a compliance schedule. If work is required to a structure or facility of the Grantor's on the Easement Area in order to obtain a new building warrant of fitness, the Grantor is to pay the cost of the work subject to the Grantee's obligations under clause 8.
- 5.2 If the Grantee surrenders this Document with the consent of the Grantor, the Grantee will continue to be liable for and must pay to the Grantor on demand in respect of its occupation of and activity on the Easement Area all Other Charges which may be due for the current payment period even though this period may not expire until after the date of surrender.
- 5.3 The Grantee must pay all charges for electric power, water supply, geothermal energy, telephone rental and other utilities supplied to the Easement Area. The Grantor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.

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6.0 CONCESSION ACTIVITY

- 6.1 The Grantee is not to use the Easement Area for any purpose other than the Concession Activity.
- 6.2 The Grantee must, as a condition of this Document:
- (a) take out and maintain and pay all fees for all licences, permits, authorisations, consents (including resource consents under the provisions of the Resource Management Act 1991), and renewals (collectively "the Permissions") as may be necessary for the proper conduct of the Concession Activity;
 - (b) not do or suffer to be done any act whereby these Permissions may be forfeited or suspended or refused.

7.0 SUPPLY OF INFORMATION

- 7.1 At the Grantor's request the Grantee must supply the Grantor with a complete statement of audited financial accounts.
- 7.2 Information supplied to the Grantor under clause 7.1 is subject to an obligation of confidence; but the parties acknowledge that such information may be subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.

8.0 COMPLIANCE

- 8.1 The Grantee will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan as required by section 17W(7) of the Conservation Act 1987 pursuant to Part IIIA of the Conservation Act 1987 or Part IIA of the Reserves Act 1997 or any general policy statement or management plan under section 44 or 45 of the National Parks Act 1980, whichever is appropriate to the Easement Area, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977 the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.
- 8.2 The Grantee must comply with all conditions imposed by the Grantor in granting this Document whether expressed or implied.
- 8.3
- (a) A breach or contravention by the Grantee of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Document.
 - (b) A breach or contravention by the Grantee of any Legislation affecting or relating to the Easement Area or affecting or relating to the Concession Activity will be deemed to be a breach of this Document.

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- 8.4 If the Legislation requires the Grantor to spend money on its own structures, facilities or land alterations on the Easement Area, the Grantor may charge, in addition to the Concession Fee, an annual sum equal to 15% of the amount spent by the Grantor.
- 8.5 If the Legislation requires the Grantor to spend an amount on structures, facilities or land alterations on the Easement Area which the Grantor considers unreasonable, the Grantor may determine this Easement and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 27.

9.0 STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Grantee must not erect or bring on to the Easement Area any structure, install any facility or alter the Easement Area in any way without the prior written consent of the Grantor.
- 9.2 In giving approval under clause 9.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 9.3 The Grantee must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 9.4 The Grantee must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before :
- (a) erecting or altering any structure on the Easement Area;
 - (b) bringing any structure on to the Easement Area;
 - (c) installing any facilities on the Easement Area; or
 - (d) altering the Easement Area in any way.
- 9.5 The Grantee must not commence any work on the Easement Area until the Grantor has given its written approval.
- 9.6 When undertaking any work under this clause the Grantee must comply with all statutory requirements including obtaining building consents and code compliance certificates under the Building Act 1991.
- 9.7 The Grantee is to keep and maintain its structures and facilities on, or alterations to, the Easement Area in good repair.

10.0 INSURANCE OF STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 10.1 The Grantee must insure and keep insured with an insurer approved by the Grantor all structures, facilities and land alterations on the Easement Area in the joint names of the Grantor and Grantee for their respective interests to their full replacement value against loss or damage caused by fire, earthquake, fire consequent on earthquake, avalanche, flood, volcanic activity; and including indemnity insurance for the cost of demolition, removal of debris and clearance of the Easement Area.

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- 10.2 The Grantee must provide the Grantor with a copy certificate of currency for the policy or policies of insurance before commencing the Concession Activity and on each renewal of the policy.

11.0 GRANTEE'S FURTHER OBLIGATIONS

- 11.1 The Grantee must at the Grantee's expense:

- (a) take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Easement Area or any structure or facility on the Easement Area, and if required by the Grantor, engage a pest exterminator approved by the Grantor;
- (b) comply strictly with the provisions of the Biosecurity Act 1993;
- (c) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements;
- (d) at all times display a copy of the relevant current building warrant of fitness under the Building Act 1991 showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Easement Area to which users of the building have ready access;
- (e) keep and maintain all building systems and any structure on the Easement Area in accordance with the requirements of any compliance schedule;
- (f) retain and make available to any territorial authority and any other person with a right to inspect any structures on the Easement Area under the Building Act 1991 a copy of the compliance schedule together with the written reports relating to compliance with the compliance schedule over the previous two year period.

12.0 PROTECTION OF THE ENVIRONMENT

- 12.1 Except as approved in writing by the Grantor the Grantee will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Easement Area; or
- (b) bring any plants, animals, or firearms on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area.

- 12.2 The Grantee will keep the Easement Area in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.

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- 12.3 The Grantee must make adequate provision for suitable sanitary facilities for the Easement Area if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 12.4 The Grantee will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Grantor the Grantee will paint all structures and facilities in colours specified in writing by the Grantor and with paints of a type approved in writing by the Grantor.
- 12.5 If, during the Term, the Grantee removes a structure or facility from the Easement Area the Grantee will, unless the Grantor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Easement Area in a clean and tidy condition.
- 12.6 Should the Grantee fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Grantor may approve in writing, the Grantor may undertake whatever works and operations are necessary to effect the same and may recover from the Grantee any costs and expenses incurred in doing it as a debt due by the Grantee to the Grantor.
- 12.7 The Grantee must:
- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity or from any act or neglect of its employees, contractors, invitees or agents;
 - (b) not light or permit to be lit any fire on the Easement Area.
 - (c) not store or permit to be stored fuels or other combustible materials on the Easement Area without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Hazardous Substances and New Organisms Act 1996;
 - (d) comply with the Grantor's requirements for fire warning and safety equipment and for fire fighting equipment to be kept on the Easement Area at all times.
- 12.8 The Grantee must ensure that its employees, clients and invitees do not carry out any acts prohibited under clause 14.
- 12.9 The Grantee must immediately report to the Lessor any act in contravention of clause 14 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Lessor with details of the circumstances surrounding such incidents.

13.0 ADVERTISING

- 13.1 The Grantee must not erect or display any signs or advertising on the Easement Area without the prior written approval of the Grantor. At the expiry or termination of this Concession the Grantee must remove all signs and advertising material and make good any damage caused by the removal.
- 13.2 If required by the Grantor, the Grantee must ensure that all its signs and advertising material specify that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

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14.0 EMPLOYMENT OF STAFF

- 14.1 The Grantee must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.
- 14.2 The Grantee must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.
- 14.3 The Grantee must comply with all statutes relating to employment of staff.

15.0 HEALTH AND SAFETY

- 15.1 The Grantee is to carry out the Concession Activity on the Easement Area in a safe and reliable manner and must comply with:
- (a) the Health and Safety in Employment Act 1992 and its regulations; and
 - (b) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the conduct of the Concession Activity.
- 15.2 The Grantee must notify the Grantor of any natural events or activities on the Easement Area or the surrounding area which may endanger the public or the environment.
- 15.3 The Grantee must :
- (a) take all reasonable steps to protect the safety of all persons present on the Easement Area and must, where necessary, erect protective signposts warning the public of any dangers they may encounter as a result of the Grantee's operations;
 - (b) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Grantee is aware.
- 15.4 Before commencing the Concession Activity the Grantee must, if required by the Grantor, prepare a safety plan and have it audited by a suitably qualified person approved by the Grantor.
- 15.5 The Grantee must not commence the Concession Activity until:
- (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the Concession Activity; and
 - (b) the Grantee supplies the Grantor with a copy of the safety plan certified under clause 17.5(a).
- 15.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Grantee under clause 17 and is not to be construed as implying any responsibility or liability on the part of the Grantor.

16.0 TEMPORARY SUSPENSION

- 16.1 The Grantor may temporarily suspend this Document if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Grantees whether from arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Grantee, its employees, clients or invitees.

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- 16.2 If, in the opinion of the Grantor, the activities of the Grantee, its employees, clients or invitees are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Grantee remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
- 16.3 The Grantor may suspend this Concession while it investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while it investigates any potential breach or possible offence by the Grantee whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which it has become aware.
- 16.4 The word "investigates" in clause 16.3 includes the laying of charges and awaiting the decision of the Court.
- 16.5 During any period of temporary suspension the Concession Fee payable by the Grantee is to abate in fair proportion to the loss of use by the Grantee of the Easement Area.
- 16.6 The Grantor is not to be liable to the Grantee for any loss sustained by the Grantee by reason of the suspension of the Concession under clause 18 including loss of profits.

17.0 ASSIGNMENT

- 17.1 The Grantee is not to transfer, assign, mortgage or otherwise dispose of the Grantee's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may in the Grantor's discretion decline any application for consent under this clause or may grant consent on such conditions as the Grantor thinks fit.
- 17.2 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor decides otherwise.
- 17.3 If the Grantor gives consent under this clause the Grantee is to procure from the transferee or assignee a covenant to be bound by the terms and conditions of this Document.
- 17.4 The Grantee must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 17.5 Any change in the shareholding of the Grantee altering the effective control of the Grantee will be deemed to be an assignment and will require the consent of the Grantor.

18.0 CO-SITING

- 18.1 (a) The Grantee will not allow Co-Siting on the Easement Area without the prior written consent of the Grantor.
- (b) The Grantor's consent must not be unreasonably withheld, but it is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a Concession Fee in respect of the Co-Sitee's Activity on the Easement Area.
- (c) The Grantor may withhold consent if:

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- (I) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Area; and
 - (ii) the Grantor considers the change to be detrimental to the environment of the Easement Area.
- 18.2 Any contract, licence or agreement by the Grantee to permit a Co-Sitee, with the consent of the Grantor, to Co-Site on the Easement Area must have annexed to it a copy of this Document, and must contain a covenant on the part of the Co-Sitee not to cause the provisions of this Document to be breached by any act or omission of the Co-Sitee.
- 18.3 The Grantee must, if required by the Grantor, allow Co-Siting on the Easement Area except where the Grantee demonstrates to the reasonable satisfaction of the Grantor that such Co-Siting by the third party would:
- (a) detrimentally interfere physically or technically with the use by the Grantee of the Easement Area; or
 - (b) materially prejudice any resource consents obtained by the Grantee or cause more onerous conditions to be imposed on it by the relevant authority.
- 18.4 The Grantor will be entitled to require the Grantee to obtain a report prepared by an independent consultant acceptable to the Grantor, confirming the presence of either of the matters referred to in clause 18.3. The cost of the report is to be borne by the Grantee.
- 18.5 Subject to clause 18.6, the Grantee will be entitled to enter into commercial agreements with third parties for them to conduct an Activity on the Easement Area and to receive a reasonable fee from them for any agreed Activity they intend to carry out on the Easement Area.
- 18.6 For the avoidance of doubt a Co-Sitee permitted on the Easement Area must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Easement Area. This separate agreement must not contain provisions which conflict with the Grantee's rights and obligations in relation to the Easement Area.

19.0 TERMINATION

- 19.1 The Grantor may terminate this Concession by 7 days notice in writing to the Grantee if:
- (a) the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
 - (b)
 - (i) the Grantee breaches any terms of this Document; and
 - (ii) the Grantor has notified the Grantee in writing of the breach; and
 - (iii) the Grantee does not rectify the breach within 7 days of receiving notification; or
 - (c) the Grantee ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Grantee are manifestly inadequate; or
 - (d) the Grantee is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First

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Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or

- (e) the Grantee is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the Grantee ceases to function or operate; or
 - (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Grantee.
- 19.2 If the Grantor terminates the Concession under this clause all rights of the Grantee are to cease absolutely; but the Grantee is not to be released from any liability to pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.
- 19.3 The Grantor may exercise the right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
- 19.4 Immediately on termination, the Grantee must execute a surrender of this Document if the Grantor so requires it.

20.0 GRANTOR MAY REMEDY GRANTEE'S DEFAULT

- 20.1 The Grantor may elect to remedy at any time without notice any default by the Grantee under this Concession.
- 20.2 The Grantee must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default.

21.0 GRANTOR'S DIRECTIONS

- 21.1 The Grantee must comply with all reasonable notices and directions of the Grantor concerning the activities conducted by the Grantee on the Easement Area or the conduct of any person on the Easement Area under the authority of this Document.

22.0 POWERS, RIGHTS AND AUTHORITIES

- 22.1 All powers, rights and authorities of the Grantor under this Document and any notice required to be given by the Grantor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

23.0 INDEMNITIES AND INSURANCE

- 23.1 The Grantee will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Grantee, its employees, agents,

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contractors, clients or invitees or otherwise caused as a consequence of its use of the Easement Area or as a result of its conduct of the Concession Activity on the Easement Area.

- 23.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 23.3 Without prejudice to or in any way limiting its liability under clause 23.1 the Grantee must take out and keep in force during the Term:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of the Grantee's use of the Easement Area or its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than \$1,000,000; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less \$250,000; and
 - (b) statutory liability for the matters and amount of \$Nil; and
- 23.4 With respect to clause 23.3 the Grantee must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.
- 23.5 (a) Without prejudice to any other provision of this Document the Grantee will indemnify the Grantor against all damage or loss resulting from any act or omission on the part of the Grantee or the Grantee's employees, agents, contractors, clients, or invitees;
- (b) The Grantee is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Land or the property of the Lessor resulting from such act or omission.
- 23.6 (a) The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Easement Area or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 23.6(b), such damage or interference is caused by any wilful act or omission of the Grantor, its employees, agents or contractors;
- (b) Where the Grantor is found to be liable due to a wilful act or omission, the total extent of its liability is limited to \$1,000,000 in respect of the Grantee's structures and facilities.
- 23.7 Notwithstanding anything else in clause 23 the Grantor is not liable for any indirect or consequential loss howsoever caused.

24.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION

- 24.1 The Grantee must, during the Term, if the Grantor so requests in writing, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Grantee's use of and activities on the Easement Area.
- 24.2 If the Grantor does not make a request under clause 24.1 the Grantee must, during the Term, pay to the Grantor the annual environmental monitoring contribution of \$Nil to

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enable the Lessor to design and undertake a programme to monitor the environmental effects of the Grantee's use of and activities on the Easement Area.

- 24.3 Subject to any conditions imposed by the Grantor and set out in Schedule 1, at the expiry, surrender or termination of this Document, the Grantee must reinstate the Easement Area to its condition at the commencement of the Term and replant the Easement Area with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term.

25.0 EXPIRY OF EASEMENT

- 25.1 If, on expiry of the Term, the future use of, or any operation on, the Easement Area is not authorised by the Grantor, the Grantee accepts that the Grantor will have no liability whatsoever for any costs incurred by the Grantee as a result of the expiry of this Document.
- 25.2 Subject to any conditions set out in Schedule 1, at the expiry, surrender or termination of the Term, the Grantee must remove all the Grantee's structures and facilities on the Site unless the Grantor approves otherwise in writing.
- 25.3 If the Grantee does not remove the structures and facilities as required by clause 25.2 or as otherwise approved by the Grantor the structures or facilities remaining on the Easement Area at the expiry, surrender or termination of this Document will be deemed to be fixtures and property in them will vest absolutely in the Grantor.
- 25.4 In that case the Grantor will not be liable to pay compensation to the Grantee for the structures and facilities and may, at its option, remove or destroy or otherwise dispose of them, and recover the costs and expenses of their removal or destruction from the Grantee as a debt due to the Grantor.

26.0 FORCE MAJEURE

- 26.1 Neither party will be liable to the other party for any delay in performance, of or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.
- 26.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

27.0 DISPUTE RESOLUTION AND ARBITRATION

- 27.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may have under this Document or otherwise, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 27.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

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- 27.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 27.4 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 27.5 The arbitrator must include in the arbitration award reasons for the determination.

28.0 NOTICES

- 28.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set in Item 9 of **Schedule 1**.
- 28.2 A notice given in accordance with clause 28.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of a letter, on the third working day after posting;
 - (c) in the case of facsimile, on the date of dispatch.

29.0 COSTS

- 29.1 The Grantee must pay the Grantor's legal costs and expenses of and incidental to preparing and executing this Document or any extension or variation of this Document.
- 29.2 The Grantee must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:
- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Grantee is in breach or default;
 - (b) to recover outstanding money owed to the Grantor.

30.0 RELATIONSHIP OF PARTIES

- 30.1 Nothing expressed or implied in this Document shall be construed as:
- (a) constituting the parties as partners or joint venturers;
 - (b) conferring on the Grantee any right of exclusive occupation or use of the Easement Area;
 - (c) preventing the Lessor from granting similar concessions to other persons;
 - (d) derogating from the rights of the Grantor and the public to have access across the Easement Area.

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31.0 OFFENCES

31.1 Where any breach of this Concession by the Grantee also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Grantee; and
- (b) no failure by the Grantor to prosecute the Grantee is to preclude the Grantor from exercising its remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Grantee is not to preclude the Grantor from exercising its remedies under this Document.

32.0 SEVERABILITY

32.1 Any illegality, or invalidity or unenforceability of any provision in this Document is not to affect the legality, validity or enforceability of any other provisions.

33.0 ENTIRE UNDERSTANDING

33.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Document and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Document.

34.0 VARIATION

34.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Grantee and to any application for an extension to the Term.

34.2 As provided by section 17ZC(3) of the Conservation Act 1987, the Grantor may vary any of the conditions of this Document if the variation is necessary:

- (a) to deal with significant adverse effects of the Activity that are not reasonably foreseeable at the time this Easement is granted; or
- (b) because the information made available to the Grantor by the Grantee for the purposes of the Grantee's application contained inaccuracies which materially influenced the decision to grant the easement and the effects of the Activity permitted by this Document require more appropriate conditions

34.3 The Grantee is to be bound by every such variation.

35.0 REGISTRATION

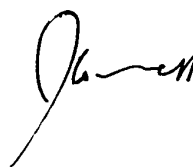
35.1 The Grantor may register this Easement, at the expense of the Grantee, as provided by section 17ZA of the Conservation Act 1987.

IN WITNESS whereof these presents have been executed the day and the year first hereinbefore appearing

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SIGNED for and on behalf of
 the **MINISTER OF CONSERVATION**
 by Jeffery Edward Connell
 Department of Conservation Dunedin
 pursuant to delegated authority
 in the presence of :

)
)
)
)
)



Witness (signature):



Witness (print name): Fran Muckle.

Occupation: Community Relations Officer

Address: 77 Short St, DUNEDIN.

Signed for and on behalf of
WALTER PEAK DEVELOPMENTS LIMITED
 in the presence of:

)
)
)

WALTER PEAK DEVELOPMENTS LIMITED by its
 attorney Kenneth Grey Whitney
 K. G. Whitney

Witness (signature):



Witness (print name):

Occupation: IAN ROBERT ROSS
 SOLICITOR
 Address: AUCKLAND

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SCHEDULE 1

Special Conditions

1. The Concessionaire shall ensure that once the water supply pipe has been installed, the land will be returned to its previous state, and the trench refilled until flush with the ground and replanted with grasses.
2. The Concessionaire will ensure that all machinery is in good working order and refuelling is not to take place on the marginal strip.
3. The Concessionaire must paint the exposed pipe a colour approved in advance by the Wakatipu Area Manager in order to ensure that the pipe blends with its natural surroundings.
4. The Concessionaire will minimise 4WD activity by keeping to pre-existing tracks as much as possible. Any damage caused by vehicles shall be reinstated to the original condition.
5. The Concessionaire shall ensure that all construction rubbish must be disposed of off-site as soon as construction is complete.
6. During excavation of the pipeline the contractor is to ensure that the marginal strip is kept in a safe manner and that all applicable legislation and obligations are adhered to.
7. The Concessionaire shall ensure that toilet facilities are provided for contractors/staff working at the site.
8. In the event of any disturbance of Koiwi Tangata (human bones) or artefacts (taonga), the concession holder shall;
 - (a) Cease any further excavation for a period of at least 24 hours;
 - (b) Immediately advise the relevant Conservancy of the disturbance;
 - (c) Immediately advise the affected Papatipu Runanga (s) or their representatives of the disturbance.
9. **Address for Notices:** *(see clause 28)*

(a) Grantor	P O Box 5244 DUNEDIN
(b) Concessionaire	P O Box 95, QUEENSTOWN

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SIGNED for and on behalf of
 the **MINISTER OF CONSERVATION**
 by Jeffery Edward Connell
 Department of Conservation Dunedin
 pursuant to delegated authority
 in the presence of :



Witness (signature):



Witness (print name): Fran Muckle.

Occupation: Community Relations Officer

Address: 77 Stuart St, DUNEDIN.

Signed for and on behalf of
WALTER PEAK DEVELOPMENTS LIMITED
 in the presence of:

WALTER PEAK DEVELOPMENTS LIMITED by its
 attorney Kenneth Grey Whitney
 K. G. Whitney

Witness (signature):



Witness (print name):

Occupation: IAN ROBERT ROSS
 SOLICITOR
 AUCKLAND

Address:


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

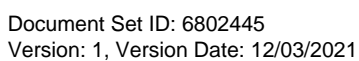
I, **KENNETH GREY WHITNEY** of Auckland, Solicitor hereby certify:

1. That by Power of Attorney dated the 13th day of April 2006 **WALTER PEAK DEVELOPMENTS LIMITED** appointed me **KENNETH GREY WHITNEY** Attorney on the terms and subject to the conditions set out in the said Power of Attorney and that I have executed the document annexed hereto as the Attorney and in the name of the said **WALTER PEAK DEVELOPMENTS LIMITED**.
2. That the said Power of Attorney has been registered in the Land Transfer Office under No. 6859921.2.
3. That at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney.

DATED this *2nd* day of *November* 2007.


Kenneth Grey Whitney

Walter Peak Devs.doc



Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consensor

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

STRATEGIC NOMINEES LIMITED

Mortgagee under mortgage no. 6859921.3

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]


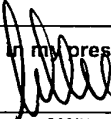

[Without prejudice to the rights and powers existing under the interest of the Consensor]

the Consensor hereby consents to:

the registration of the within Easement Instrument

Dated this 3rd day of March 2008

Attestation

 Kerry Finnigan Director	Signed in my presence by the Consensor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Lana Gues Occupation Legal Secretary Address Auckland
 Michael Holder Authorised Signatory	
Signature of Consensor	

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **346609**
Land Registration District **Southland**
Date Issued 18 April 2008

Prior References
377545

Estate Fee Simple
Area 4.1979 hectares more or less
Legal Description Lot 100 Deposited Plan 386580
Registered Owners
100WPS Trustee Limited

Estate Fee Simple - 1/9 share
Area 34.6289 hectares more or less
Legal Description Lot 200 Deposited Plan 386580 and
Section 2-4 Survey Office Plan 381091
Registered Owners
100WPS Trustee Limited

Interests

Land Covenant in Deed 6834919.2 - 21.4.2006 at 9:00 am

7789534.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.4.2008 at 9:00 am (affects Lots 100 & 200 DP 386580)

Subject to Section 241(2) Resource Management Act 1991 (affects Lots 100 & 200 DP 386580)

Appurtenant to Lot 100 herein is a right to convey water created by Deed of Easement 7789534.9 - 18.4.2008 at 9:00 am

Subject to a right of way easement over parts Lot 100 marked B, C, D & E & right to convey foul sewer, electricity & water easements over parts Lot 100 marked J, C, I, D & H on DP 386580 created by Easement Instrument 7789534.10 - 18.4.2008 at 9:00 am

The easements created by Easement Instrument 7789534.10 are subject to Section 243 (a) Resource Management Act 1991

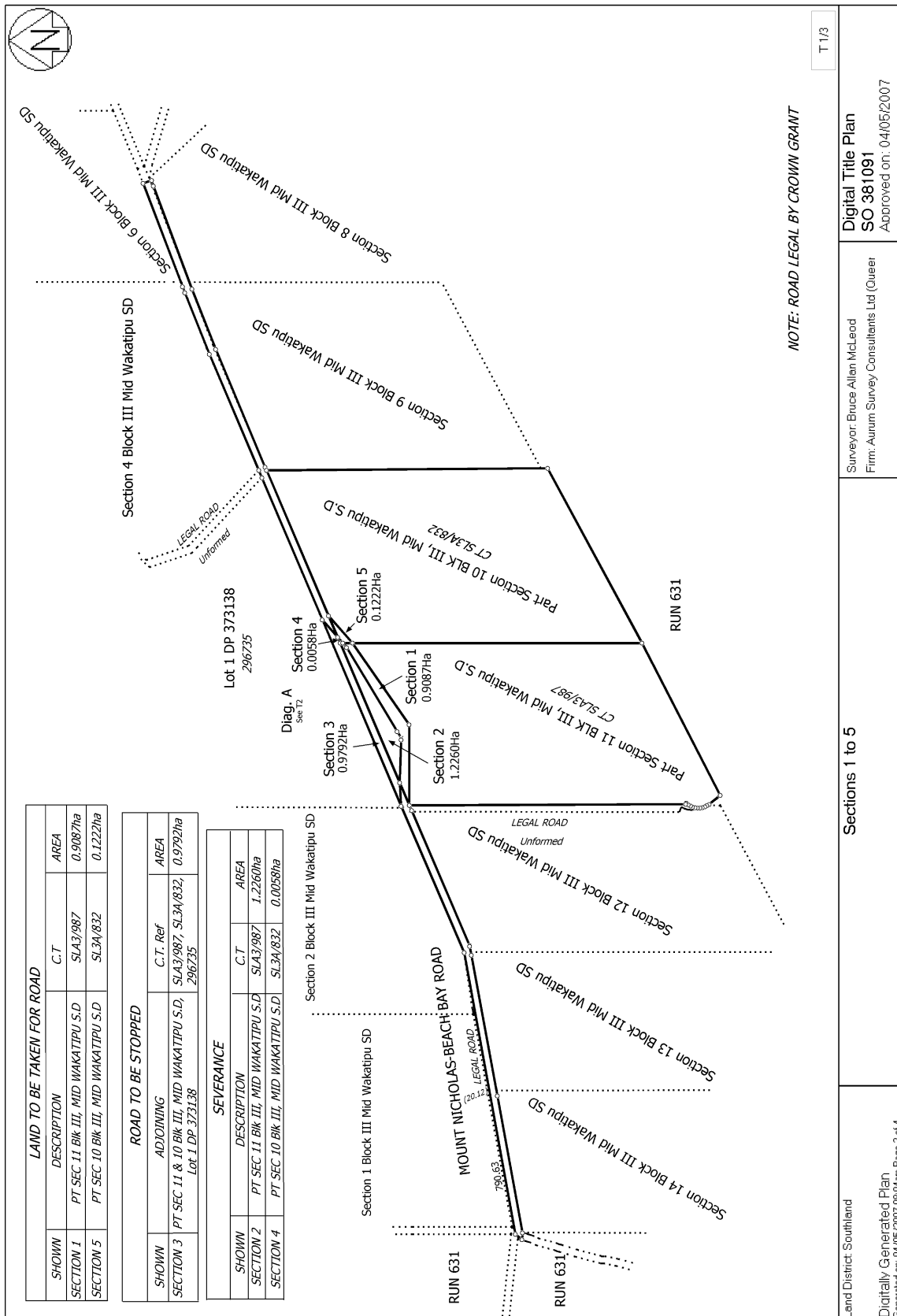
Subject to a right to convey telecommunications & computer media easement (in gross) over parts Lot 200 marked F & K & parts Lot 100 marked G, I, D, C & J on DP 386580 in favour of Telecom New Zealand Limited created by Easement Instrument 7789534.11 - 18.4.2008 at 9:00 am

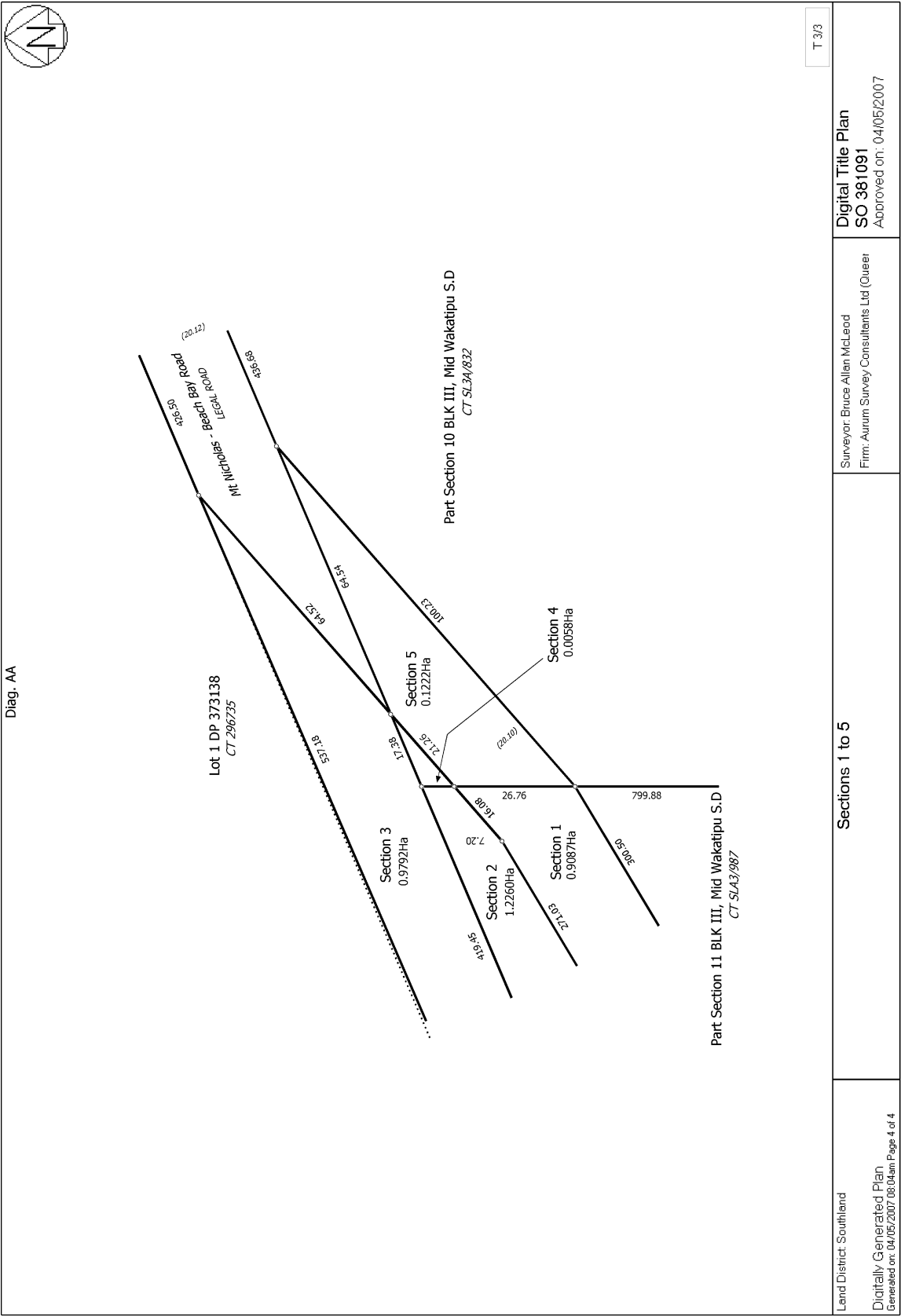
The easements created by Easement Instrument 7789534.11 are subject to Section 243 (a) Resource Management Act 1991

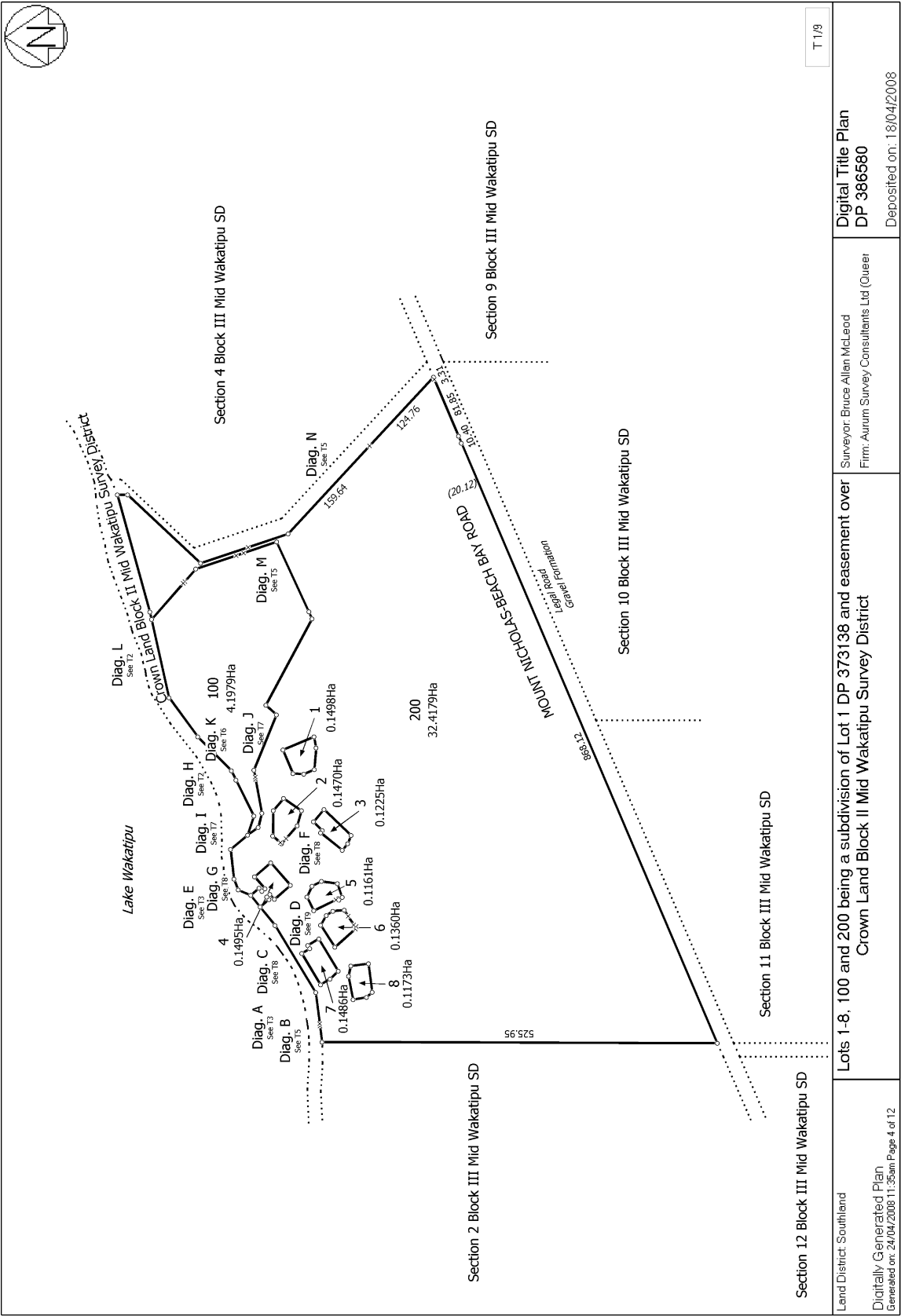
7789534.12 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 18.4.2008 at 9:00 am

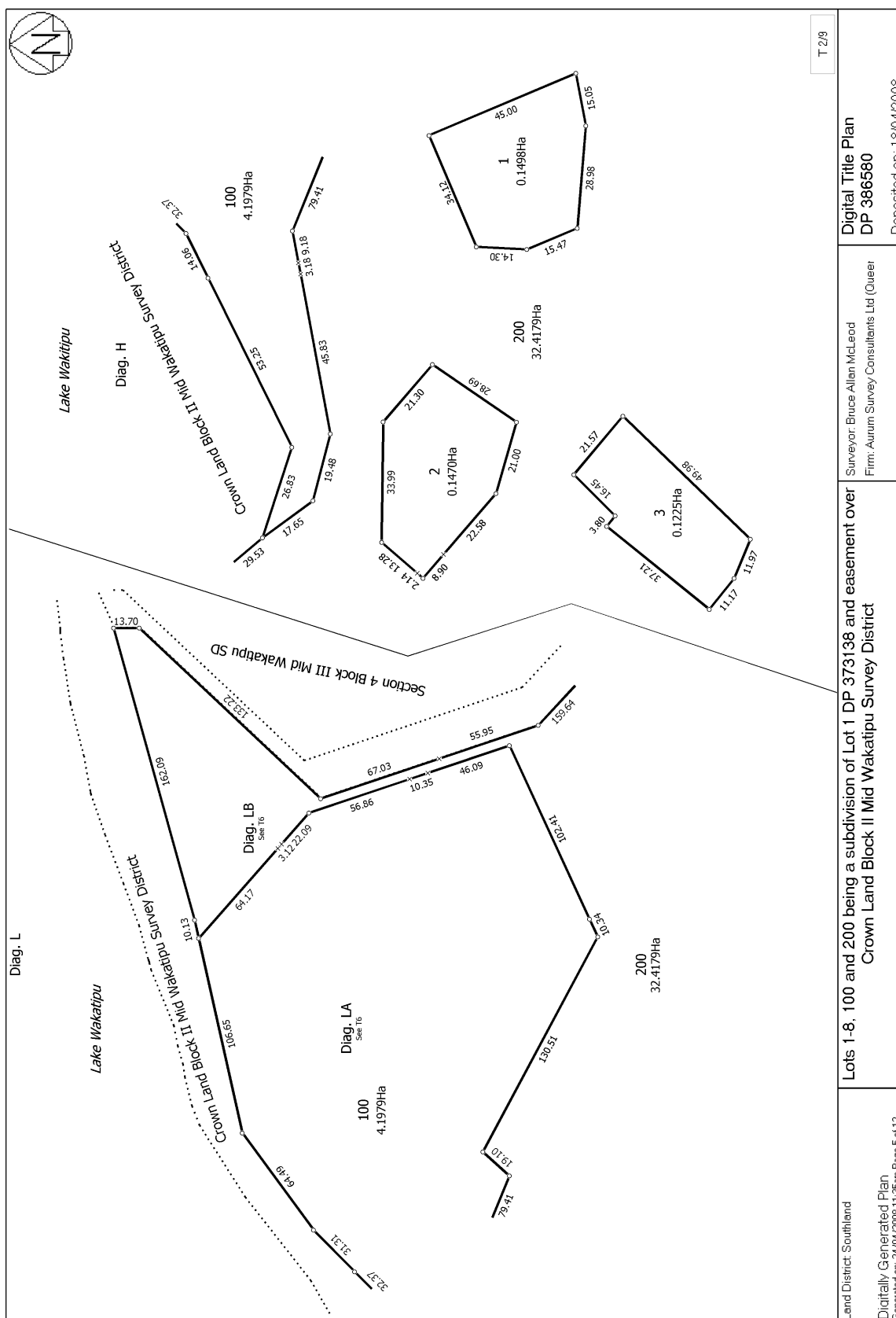
10059247.1 Variation of Consent Notice 7789534.3 pursuant to Section 221(5) Resource Management Act 1991 - 12.5.2015 at 8:58 am

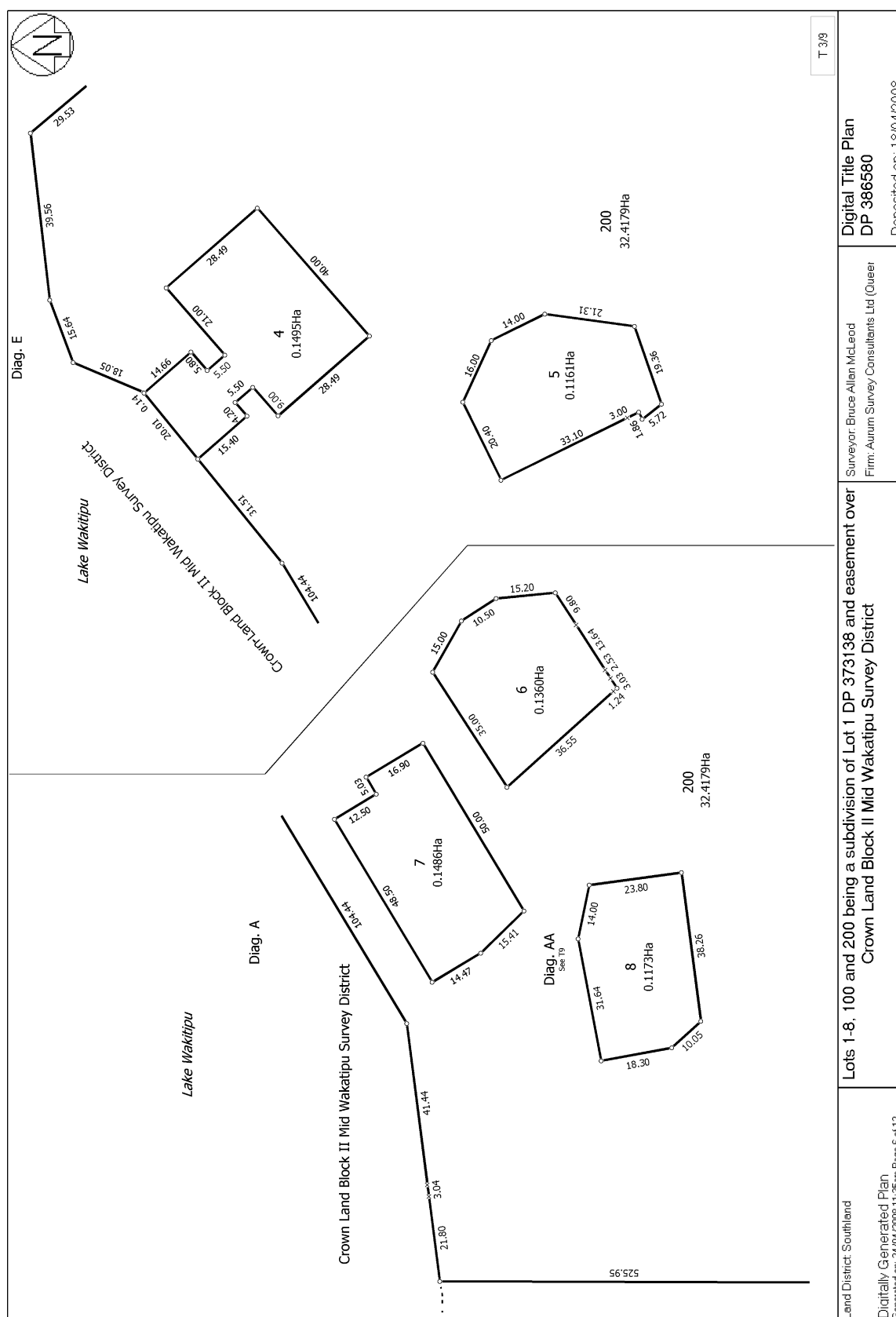
Land Covenant in Easement Instrument 10155841.2 - 22.12.2015 at 9:29 am

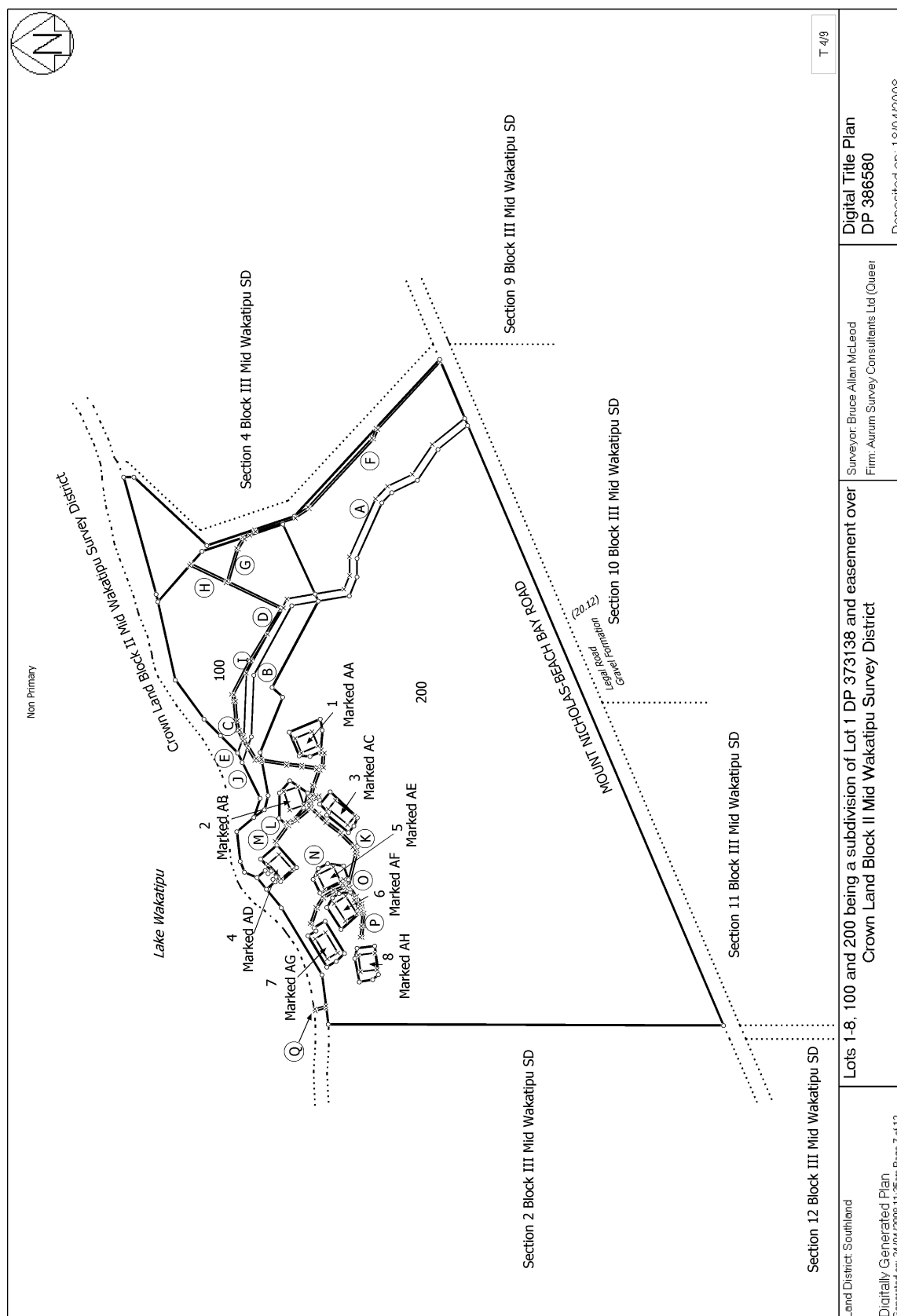


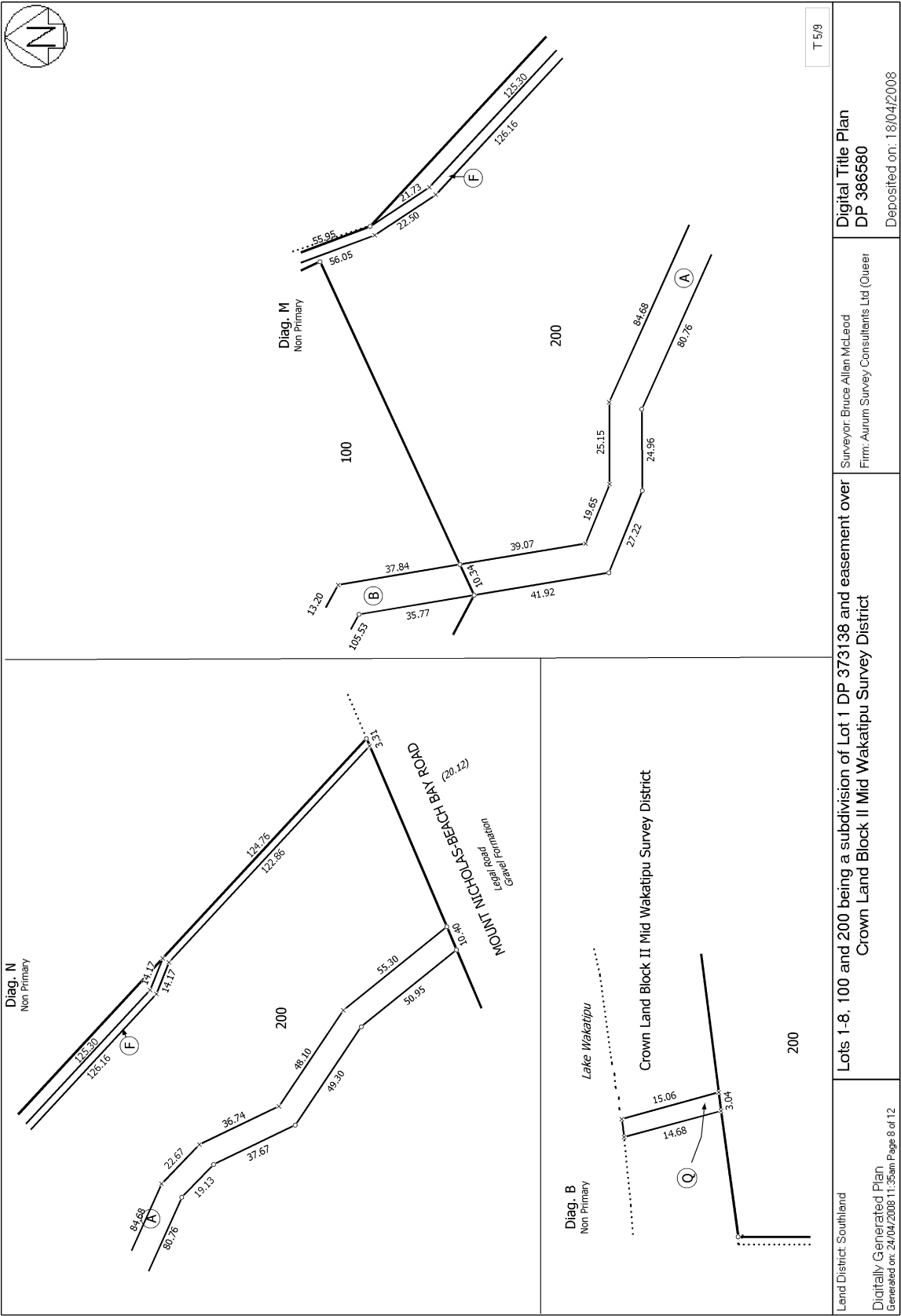


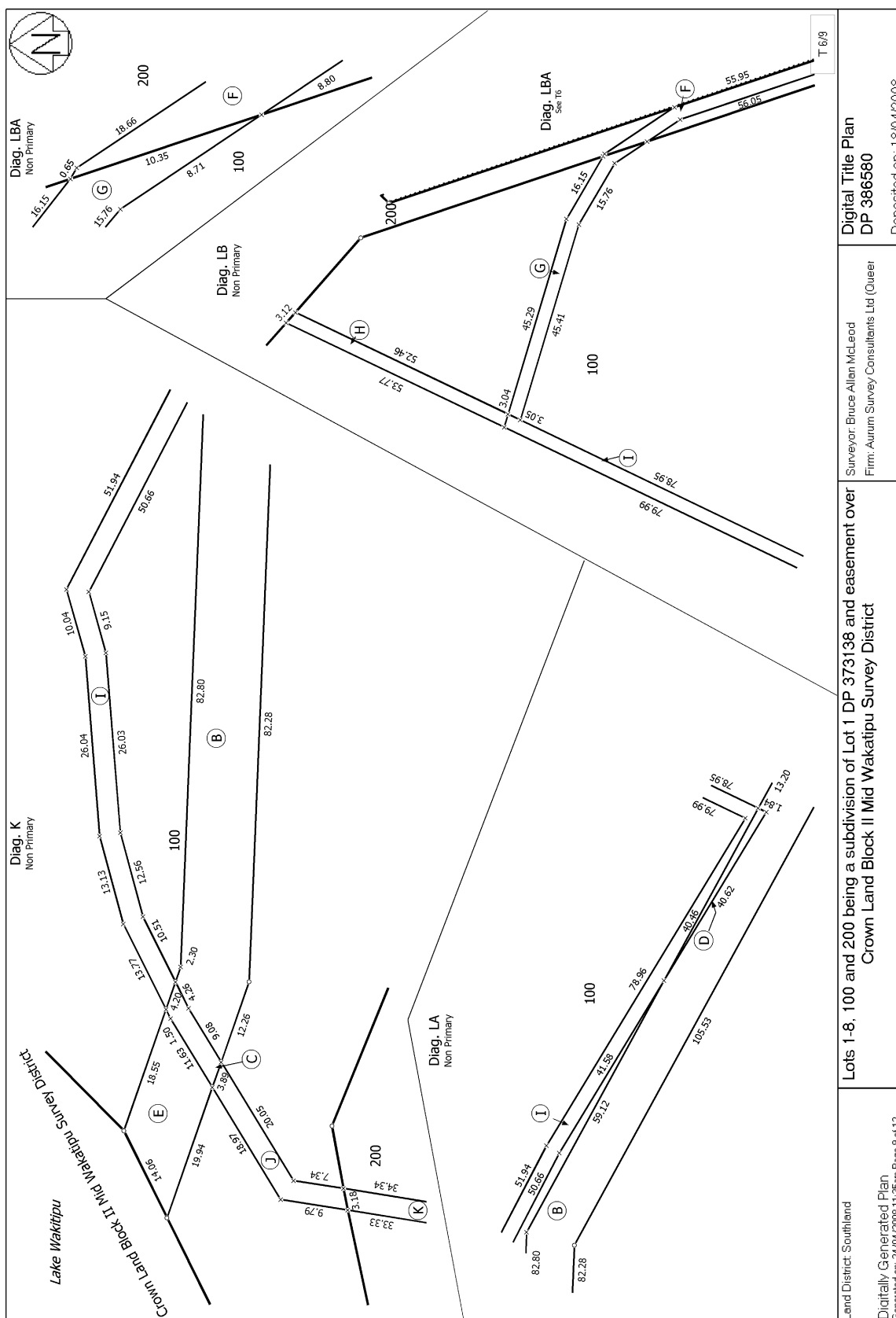


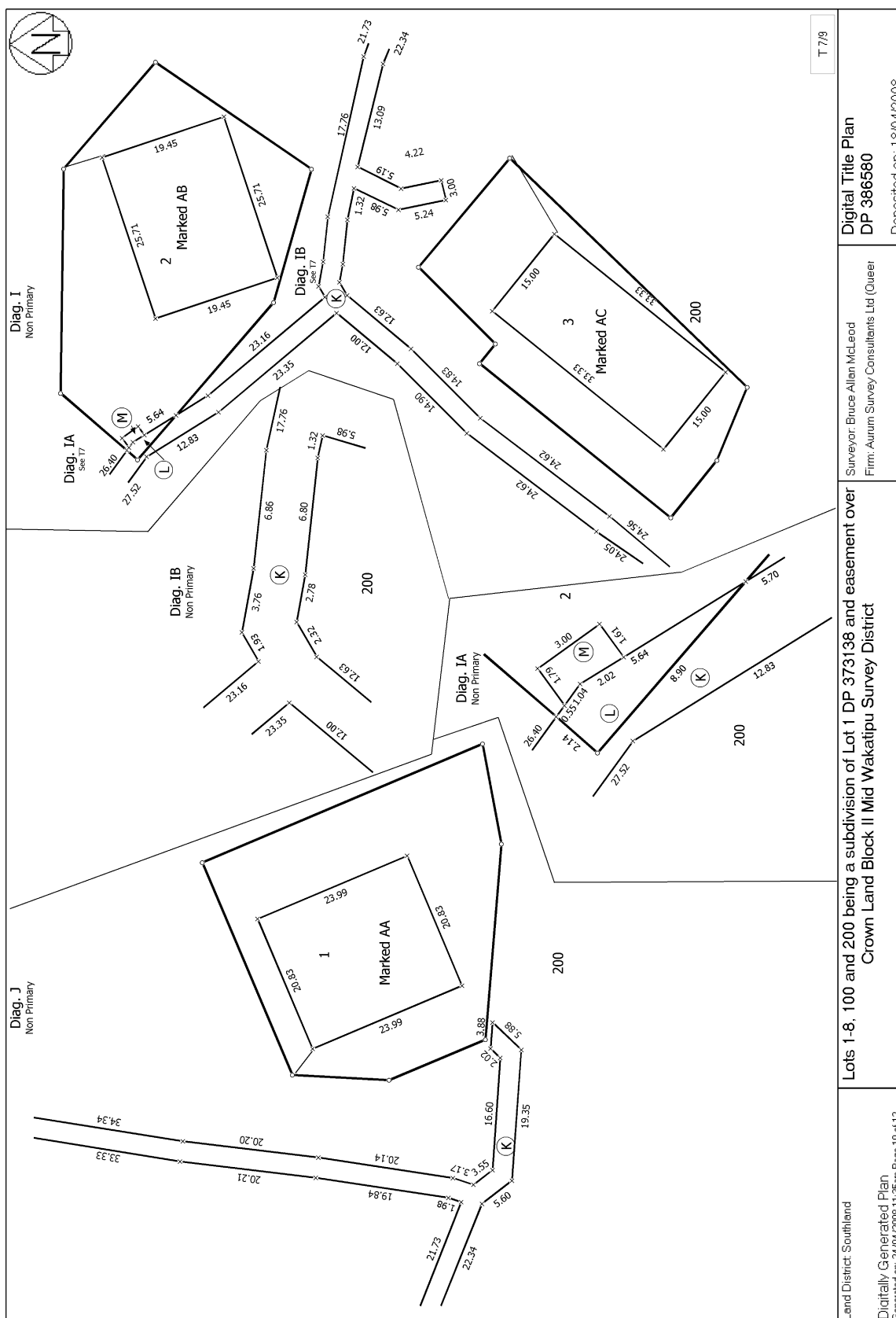


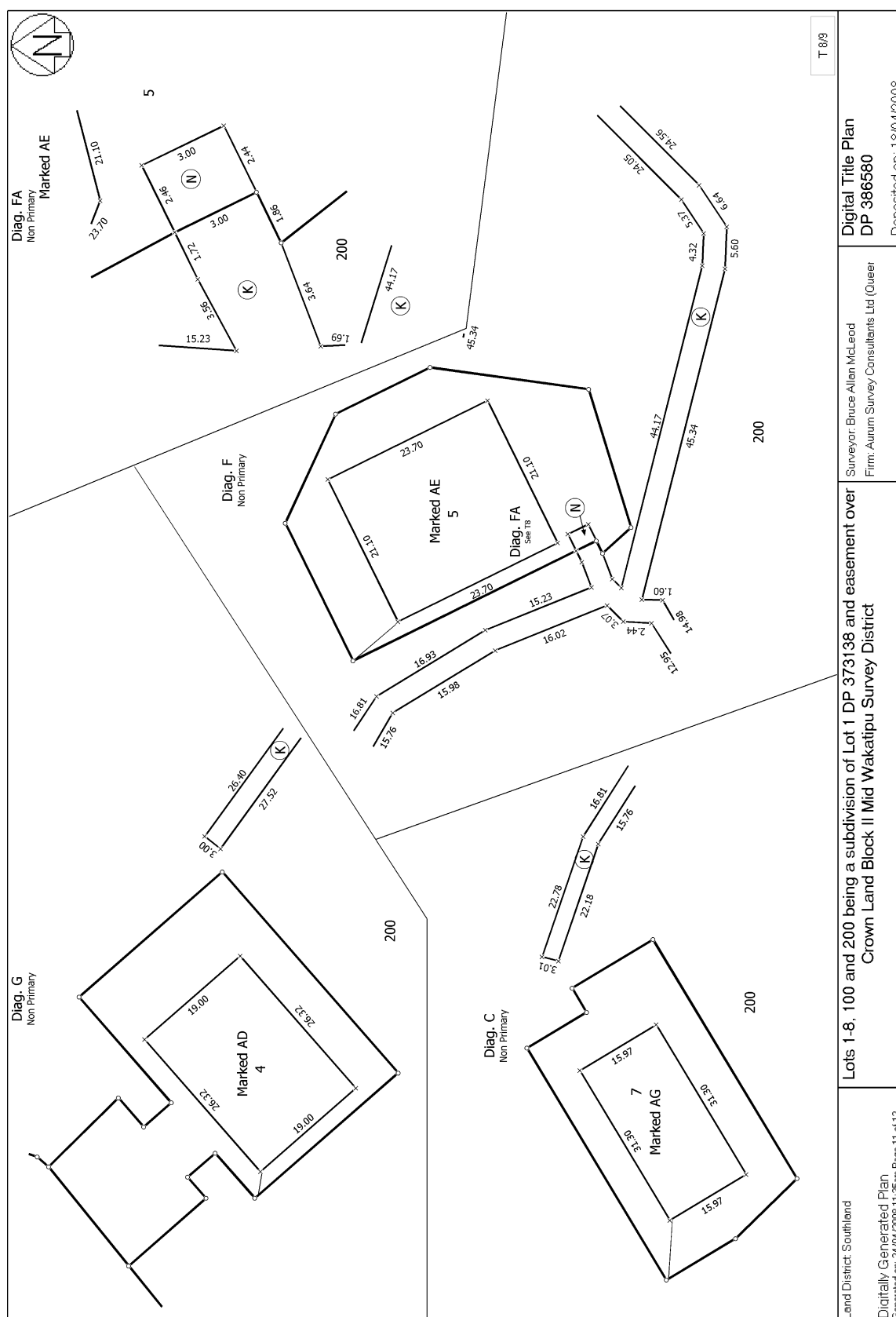


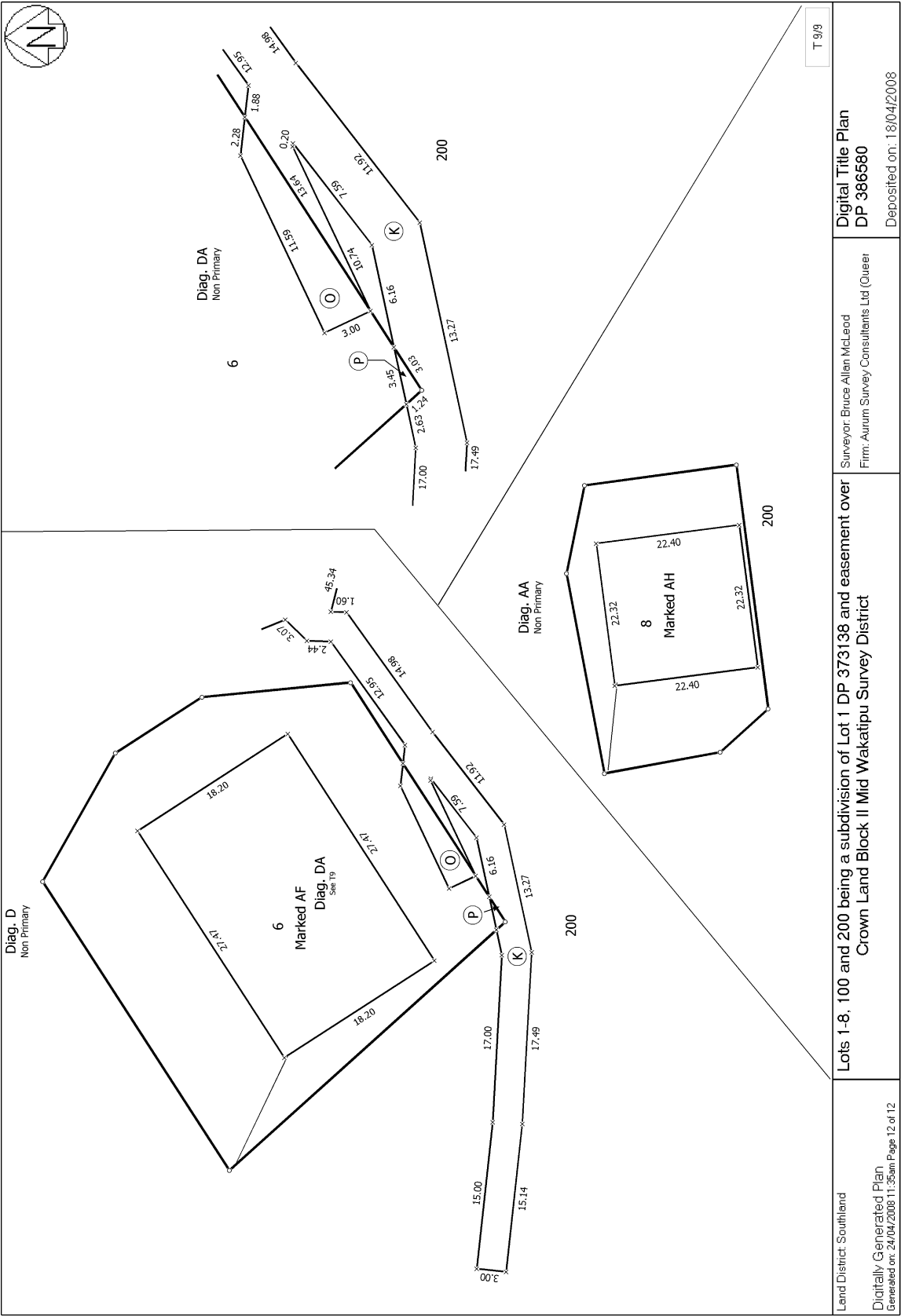












CONO 7789534.3 Consen

Cpy - 01/01, Pgs - 008, 18/04/08, 08:47



DocID: 313101096

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

AND

IN THE MATTER of an Application for
Subdivision Consent by
WALTER PEAK
DEVELOPMENTS
LIMITED

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
WALTER PEAK
DEVELOPMENTS
LIMITED

CONSENT NOTICE

BACKGROUND

- A. Walter Peak Developments Limited, 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 296735 (Southland Registry) ("the land").
- B. Environment Court of New Zealand has granted consent RM010111, and subsequently Queenstown Lakes District Council has granted variation RM0701079 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:-

Lot 1 – 8, Lot 100 and Lot 200 DP 386580

CONDITIONS:

- (a) At the time a dwelling is erected on Lots 1 - 8 and buildings within Lot 100, domestic water and fire-fighting storage is to be provided by a standard 23,000 litre tank and all fire-fighting infrastructure shall be in accordance with the approved fire protection plan.
- (b) At the time a dwelling is erected on Lots 1 – 8, and buildings within Lot 100 the owner for the time being shall, if necessary, install a water filtration and treatment system to ensure that a minimum of 1000 litres per day per lot of water meets with the requirements of the Drinking Water Standards of New Zealand 2000.
- (c) At the time a dwelling is proposed on Lots 1 – 8 and buildings located within Lot 100, the owner for the time being shall engage a suitably qualified engineer to design an effluent disposal system that to the greatest extent reasonably practicable adopts the principles of sustainable design, which shall extend to the use of contemporary technologies that will provide sufficient treatment/renovation to effluent from on-site disposal, prior to discharge to land. To maintain high effluent quality such a system would require the following:
 - A requirement that each lot must include systems that achieve the levels of treatment determined by the specific design
 - Regular maintenance in accordance with the recommendations of the system designer and a commitment by the owner of each system to undertake this maintenance.
 - Intermittent effluent quality checks to ensure compliance with the system designer's specifications.Disposal ares shall be located such that maximum separation (in all instances greater than 50 metres) is obtained from any watercourse and water supply bore.

Design Controls

- (d) That any future residential dwelling and or accessory building to be erected on Lots 1 to 8 shall be located within the building platform annotated accurately dimensioned within the subdivision plan.

- (e) That the proposed lodge and cottages positioned within Lot 100 shall be located in general accordance with the "Lodge and House Location Plan" prepared by Morgan+Pollard and Associates referenced MPQ/48C(01) (attached marked "B"), which shall be subject to final survey. The floor areas of each component of this visitor accommodation facility (including cottages and stable facilities and main lodge buildings) shall be generally consistent with the building outlines detailed within this plan.
- (f) The maximum building height for all lodge facilities proposed including cottages and stable facilities and main lodge buildings within Lot 100 and those future dwellings and ancillary buildings within Lots 1 to 8 shall be limited to 6 metres from existing ground level with the exception of the south-western corner of Lot 6 which shall have a maximum of 6 meters above 332.72m above sea level and all shall comprise single storey structures.
- (g) The roof pitch for all structures within Lot 100 (relates to all visitor accommodation facilities) shall be 28° to 40°. Flat roofs are only permitted as connections between structures and shall not exceed 20% of the total roof area.
- (h) The final roof treatment of all buildings contained within Lots 1 – 8 and Lot 100 shall be limited to coloursteel Ironsand or Greyfriars or cedar shingles, slate or other alternative roof cladding materials which seek to achieve the design objectives for future dwellings in Lots 1 – 8.
- (i) The final wall claddings for all the buildings shall include the following materials or design outcomes:
- Local schist stone;
 - Or timber claddings, which may be left to weather, be finished in a cedar stain, or be painted with an appropriate colour consistent with those design controls or overall design objectives adopted within this development;
 - Or be in a plaster finish, which shall include muddy earth browns, greys, ochres or similar recessive muted earth tones;
 - Or alternative materials may be employed for those future dwellings to be located within Lots 1 – 8 and 100, however only if they achieve the design outcomes for this development area.
- (j) With the exception of those buildings located within Lot 100, all ancillary structures shall be of clad and coloured to match the principal dwelling;

- (k) To minimise glare and potential reflectivity, all buildings shall include either non-reflective glazing or the glazed areas are to be recessed by roof overhangs to provide for a minimum overhang depth of at least 1 metre.
- (l) At the time a dwelling is erected on Lots 1 – 8 and the proposed lodge and cottages are erected on Lot 100, all water storage facilities shall be either located underground or appropriately screened from views from Lake Wakatipu, Mt Nicolas Beach Bay Road and neighbouring land.
- (m) Fencing: boundary fencing to be in standard post and wire only, and the only other fencing permitted under this condition is that provided for the purposes of excluding stock around planting areas and electric fencing for the retention of stock (this later fencing shall employ recessive electric fence tape when located within any lot subject to this decision).

Lighting

- (n) All exterior lighting shall be fixed and no higher than 1 metre above finished ground level, capped, filtered and pointed downwards and screened so as to minimize lux spill.
- (o) There shall be no lighting of the vehicle access ways within the site.

Acoustic Insulation

- (p) Any building or part of a building to be used for residential activities or visitor accommodation shall be insulated from aircraft noise so as to meet an indoor design level of 40 dBA L_{dn} , except for non-critical listening environments where no special insulation is required.

Future Land Management Regimes

- (q) There shall be no further subdivision or development in the form of buildings, structures, planting or other improvements other than those activities provided for under this consent without the written consent of the Council (noting that such consent would not constitute any required resource consent which would have to be obtained separately).
- (r) There shall be no removal of landscaping established in accordance with the Detailed Planting Plan, and all existing grey shrubland species

contained within each allotment (excluding those within the identified development areas).

- (s) Future landowners of the allotments or the Walter Peak Management Company shall maintain in perpetuity the Detailed Planting Plan by the future landowners of these allotments or by the Walter Peak Management Company.
- (t) There shall be no planting of exotic trees within Lots 1 to 8 and Lots 100 and 200, other than those approved within the Walter Peak Station Lodge and Residential Landscape Concept Plan or the Detailed Planting Plan.
- (u) The future landowners of Lots 1 to 8 or the Walter Peak Management Company shall be responsible for the ongoing management of that area of land identified as zone 8 within the approved Landscape Concept Plans prepared by Morgan+Pollard and Associates contained within Lots 100 and 200 and shall include:
 - i. The ongoing grazing of these areas in perpetuity to maintain a pastoral management regime throughout zone 8 identified within these allotments;
 - ii. The retention and future maintenance of all stock fencing;
 - iii. The ongoing management of wilding plants and animals pests by the owners of Lots 1 to 8 or by the management company within the area defined within zone 8. This ongoing management requirement shall commence upon the expiry of the five year management period detailed in the Landscape Management Report prepared by Morgan+Pollard and Associates.
- (v) There shall be no planting of any plant species within the approved residential building platform on Lots 1 to 8 and Lots 100 and 200, other than those plant species approved under the Structural Landscaping Plan prepared by Morgan+Pollard and Associates.

Restrictions Against Further Subdivision

- (w) Following the full implementation of this subdivision consent, the land subject to this consent, being that land containing 38.1694 hectares described as Section 3 Block III Mid Wakatipu Survey District shall not be further subdivided, provided that this restriction shall not apply to a boundary adjustment subdivision which does not result in the creation of any new certificate of title of any new building platform.

Communal water supply

(x) The Lot owners shall be jointly and severally responsible for:

- Maintenance and testing of the communal water supply scheme;
- Renewal of the water supply easement, shown as Q on DP386580, over Crown Land, Block II Mid Wakatipu Survey District prior to the expiry of the term of the existing deed of easement (first renewal due in the year 2067);
- Renew and retain water rights pertaining the communal water supply scheme; and
- In the event that the responsibilities above are performed or undertaken by a company or other entity formed for that purpose, the Lot owners shall not have any obligation or responsibility to perform or undertake the activities."

Dated this

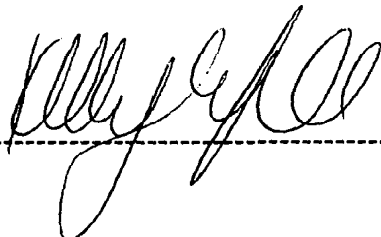
8th

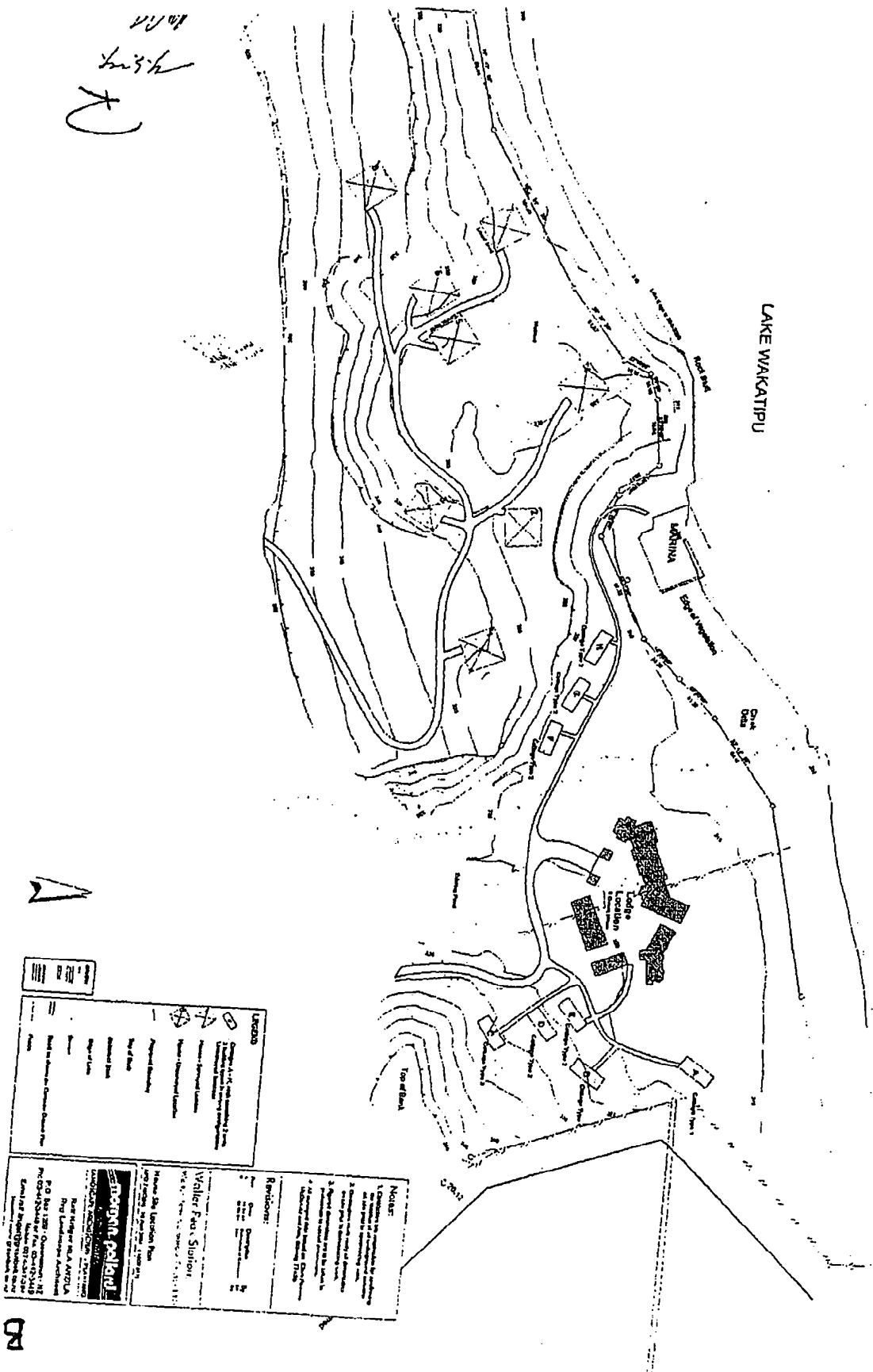
day of

April

2007 2008

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





Restrictive Covenant

This Deed is made the 24th day of January 2004

COV 6834919.2 Covenant

Cpy -- 01/01, Pgs -- 003, 20/04/08, 16:04



DocID: 110745377

Parties

WALTER PEAK CORPORATE TRUSTEE LIMITED ("Walter Peak")

CONVELLE ENTERPRISES LIMITED ("Convelle")

Background

1. Walter Peak owns the land described in Schedule A ("Servient Land") which is situated adjoining the land described in Schedule B ("Dominant Land") owned by Convelle. Convelle owns and operates an airstrip on the Dominant Land. The Dominant Land is intended to have the benefit of these covenants to protect the future operation of the airstrip without objection from existing or future owners of the Servient Land.
2. The Servient Land is in an area where the noise and other effects arising from adjacent airstrip activities and from overflying by aircraft (including helicopters) using the airstrip on the Dominant Land may cause disturbance or annoyance to persons who may be resident upon the Servient Land.
3. Walter Peak has obtained a subdivision consent to a subdivision which would enable construction and occupation of visitor accommodation facilities and dwelling houses on the Servient Land for residential purposes and Convelle is prepared to consent to such subdivision on the basis that Walter Peak enters into these covenants in favour of Convelle.
4. Convelle has agreed not to oppose such Servient Land use and subdivision on the basis that Walter Peak enters into these covenants to ensure the Dominant Land and the airstrip are not adversely affected by any residential and/or visitor accommodation element of use of the Servient Land or complaint as to adjacent airstrip activities.
5. It is intended that the covenants shall be registered against the Certificate(s) of Title to the Servient Land, pursuant to Section 126A of the Property Law Act, 1952.

Now This Deed Witnesses

1. Walter Peak covenants with Convelle as follows (subject to clause 2 below):
 - a. To occupy and use all buildings existing or hereafter erected upon the Servient Land at Walter Peak's risk in all respects as to any disturbance or annoyance from aircraft activities on the Dominant Land;
 - b. To permit Convelle to carry on the activities of an airstrip on the Dominant Land without interference, restraint or complaint from Walter Peak;
 - c. To permit Convelle to use air space above the Servient Land for the purposes of taking off and landing at the airstrip without interference, restraint or complaint from Walter Peak;
 - d. That so long as the activities of an airstrip and related use of the Dominant Land are carried on as a lawful activity Walter Peak will not bring against Convelle any

proceedings for damages, negligence or nuisance, trespass or interference in relation to any activities of the airstrip or overflying of the Servient Land;

- e. Not to make, lodge, nor be party to, nor to finance or make a contribution to the cost of any legal process whether by submission, application, proceeding or appeal or otherwise that may be designed or intended to limit, prohibit, or restrict the continuation or enlargement or any extension of operations of the airstrip or overflying of the Servient Land.


2. For the purposes of this covenant:

- a. Where there shall at any time be more than one owner of the Servient Land, this covenant shall be binding upon each and every owner jointly and severally.
- b. These covenants shall be binding upon Walter Peak and Walter Peak's successors in title to the Servient Land and every part of it and its tenants, occupiers and invitees.

Signed by **WALTER PEAK CORPORATE TRUSTEE LIMITED**
in the presence of:



..... Witness
..... Address
..... Occupation

)
)  (Director)
)


[SA Williamson] Director

Signed by **CONVELLE ENTERPRISES LIMITED**
in the presence of:

..... Witness
..... Address
..... Occupation

)
) 
)


SCHEDULE A – SERVIENT LAND

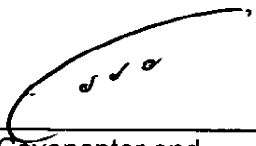
That freehold land containing 38.1694 hectares being Section 3 Block III Mid Wakatipu Survey District described in Certificate of Title SL3A/826.

SCHEDULE B – DOMINANT LAND

- A 38.8650 hectares more or less, Section 5 Block III Mid Wakatipu Survey District, Certificate of Title SL3A/828.
- B 40.5191 hectares more or less, Section 4 Block III Mid Wakatipu Survey District, Certificate of Title SL3A/827.
- C 42.7044 hectares more or less, Section 6 Block III Mid Wakatipu Survey District, Certificate of Title SL3A/829.
- D 24.4834 hectares more or less, Part Section 20 Block III Mid Wakatipu Survey District and Section 2 Survey Office Plan 10828, Certificate of Title SL8A/210.
- E 8.6744 hectares more or less, Section 15-18 and Section 22-23 Block III Mid Wakatipu Survey District, Certificate of Title SL8A/211.

TO: The District Land Registrar
Otago Land Registry

Please note the land covenants contained in this Deed against the Certificates of Title to the Covenantor's Land and the Covenantee's Land described in Schedules A and B pursuant to Section 126A of the Property Law Act 1952.


Solicitor for the Covenantor and
the Covenantee

Correct for the purposes of the
Land Transfer Act


Solicitor for the Covenantor
and the Covenantee

DATED

2008

WALTER PEAK DEVELOPMENTS LIMITED

COV 7789534.12 Coven
Cpy - 01/01, Pgs - 006, 18/04/08, 09:03



DocID: 313101125

QUEENSTOWN LAKES DISTRICT COUNCIL

DEED OF COVENANT
UNDER SECTION 108 RESOURCE MANAGEMENT ACT 1991

Correct for the purposes of the Land Transfer Act 1952

BJ-349767-365-17-V1:RSE

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

In the Matter

**of the Resource
Management Act 1991**

And

In the Matter

of the Land Transfer Act 1952

Covenant under Section 108 Resource Management Act 1991

**BETWEEN: WALTER PEAK DEVELOPMENTS LIMITED and its
 successors in title ("the Covenantor")

 QUEENSTOWN LAKES DISTRICT COUNCIL ("the Council")**

BACKGROUND:

- A** The Covenantor is registered as proprietor of the land described in the First Schedule ("the land").
- B** The Council has granted a land use consent under decision no. RM 060544 dated 15th August 2006 ("the Consent") for the subdivision of the land on the condition, amongst other things, that the Covenantor enters into this covenant and registers it against the title to the land.
- C** This covenant is entered into under Section 108(2)(d) and 109 of the Resource Management Act 1991 and pursuant to condition 10 of the Consent.

COVENANTS:

- 1** The Covenantor covenants in favour of the Council that the Covenantor acknowledges that the land contains uncertified fill and may be susceptible to subsidence.
- 2** This Land Covenant binds the Covenantor's successors in title so that contemporaneously with the acquisition of any interest in the land all such successors in title shall become bound to comply with this Land Covenant to the intent that this covenant shall bind and run with the land in accordance with section 109 of the Resource Management Act and that the Council may enforce the observance of such stipulations against the owners for the time being of the land or any part thereof.



FIRST SCHEDULE

For the purposes of this Land Covenant "the land" shall mean the following:

Lot 1 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346601

Lot 2 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346602

Lot 3 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346603

Lot 4 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346604

Lot 5 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346605

Lot 6 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346606

Lot 7 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346607

Lot 8 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346608

Lot 100 and an undivided 1/9th share in Lot 200 and Sections 2, 3 and 4 SO Plan 381091 DP 386580, Identifier 346609

Dated this *17th* day of *April* 2008

Signed as a Deed.

SIGNED by)
WALTER PEAK DEVELOPMENTS)
LIMITED by its attorney Kenneth)
Grey Whitney in the presence of:)

K. Grey Whitney

[Signature]
IAN ROBERT ROSS
SOLICITOR
AUCKLAND

SIGNED by
QUEENSTOWN LAKES
DISTRICT COUNCIL
in the presence of:



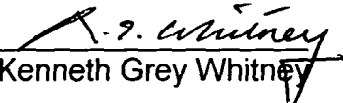
[Signature]
Chris Fielden

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

I, **KENNETH GREY WHITNEY** of Auckland, Solicitor hereby certify:

1. That by Power of Attorney dated the 13th day of April 2006 **WALTER PEAK DEVELOPMENTS LIMITED** appointed me **KENNETH GREY WHITNEY** Attorney on the terms and subject to the conditions set out in the said Power of Attorney and that I have executed the document annexed hereto as the Attorney and in the name of the said **WALTER PEAK DEVELOPMENTS LIMITED**.
2. That the said Power of Attorney has been registered in the Land Transfer Office under No. 6859921.2.
3. That at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney.

DATED this 17th day of April 2008.


Kenneth Grey Whitney

Walter Peak Devs.doc

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgagee

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

STRATEGIC NOMINEES LIMITED

Mortgagee under mortgage no. 6859921.3

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

{section _____ of the _____ Act _____}

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


the Consentor hereby consents to:

the registration of the within Deed of Land Covenant

Dated this **16th** day of **April** 2008

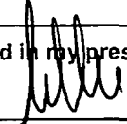
Attestation


Kerry Finnigan
Director


Tony Thomas Abraham
Authorised Signatory

Signature of Consentor

Signed in my presence by the Consentor


Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Lana Guest
Legal Secretary
Auckland

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

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 10059247.1
Status Registered
Date & Time Lodged 12 May 2015 08:58
Lodged By Baird, Justine Joy
Instrument Type Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



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

346601	Southland
346602	Southland
346603	Southland
346604	Southland
346605	Southland
346606	Southland
346607	Southland
346608	Southland
346609	Southland

Affected Instrument	Consent Notice under s221(4)(a) Resource Management Act 1991 7789534.3
----------------------------	--

Annexure Schedule: Contains 4 Pages.

Signature

Signed by Justine Joy Baird as Territorial Authority Representative on 12/05/2015 08:56 AM

*** End of Report ***

IN THE MATTER of Resource
Consent RM140817 Queenstown Lakes
District Council

AND

IN THE MATTER of an application to
Vary Consent Notice 7789534.3

VARIATION TO CONSENT NOTICE

BACKGROUND

A. **WALTER PEAK CORPORATE TRUSTEE LIMITED** applied to the Queenstown Lakes District Council pursuant to the provisions of the Resource Management Act 1991 for its consent to vary Consent Notice 7789534.3 registered against the land described below ("the Land"):

- Lot 1 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346601;
- Lot 2 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346602;
- Lot 3 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346603;
- Lot 4 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346604;
- Lot 5 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346605;
- Lot 6 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346606;
- Lot 7 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346607;
- Lot 8 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346608;
- Lot 100 DP 386580 and a 1/9th share of Lot 200 DP 386580 comprised in CFR 346609.

B. Council has granted consent to the proposed variation pursuant to Section 221(3) of the

Resource Management Act subject to certain conditions which are required to be complied with on a continuing basis by the registered proprietors and their successors in Title of the Land or part(s) thereof being those conditions specified in the Operative Part hereof.

OPERATIVE PART

The following conditions pertaining to Consent Notice 7789534.3 are to be registered against the Land.

CONDITIONS:

(Deleted text of the Consent Notice is struck-through and added text of the Consent Notice is underlined).

1. **Condition (e)** of Consent Notice 7789534.3 is cancelled.

~~(e) At the time a dwelling is proposed on Lots 1-8 and buildings located within Lot 100, the owner for the time being shall engage a suitably qualified engineer to design an effluent disposal system that to the greatest extent reasonably practicable adopts the principles sustainable design, which shall extend to the use of contemporary technologies that will provide sufficient treatment/renovation to effluent from on site disposal, prior to discharge to land. To maintain high effluent quality such a system would require the following:~~

- ~~• A requirement that each lot must include systems that achieve the levels of treatment determined by the specific design.~~
- ~~• Regular maintenance in accordance with the recommendations of the system designer and a commitment by the owner of the system to undertake this maintenance.~~
- ~~• Intermittent effluent quality checks to ensure compliance with the system designer's specification.~~

~~Disposal areas shall be located such that maximum separation (in all instances greater than 50 metres) is obtained from any watercourse and water supply bore.~~

2. **Condition (qa)** is added to Consent Notice 7789534.3 to read as follows:

Future Land Management Regimes -

(qa) In the conditions under this section heading:

(i) 'Detailed Planting Plan' means the Detailed Planting Plan referred to in resource consent RM010111; and

(ii) 'Landscape Management Plan' means the Landscape Management Plan for Walter Peak Station Trust prepared by Davis Consulting Group limited and Land Limited, dated 4 March 2013 and referred to in condition 11(a) of change of consent conditions RM130610 and entered into Council records as RM130610.

3. **Condition (q)** of Consent Notice 7789534.3 is amended to read as follows:

(q) There shall be no further subdivision or development in the form of buildings, structures, planting, or other improvements other than those activities provided for under ~~this consent resource consent RM010111 as varied by RM130610~~, without the written consent of the Council (noting that such consent would not constitute any required resource consent that would otherwise be have to be obtained separately).

4. **Condition (r)** of Consent Notice 7789534.3 is amended to read as follows:

(r) There shall be no removal of landscaping established in accordance with the Detailed Planting Plan ~~and in accordance with the Landscape Management Plan~~, and all existing grey shrubland species contained within each allotment (excluding those within the identified development areas).

5. **Condition (s)** of Consent Notice 7789534.3 is amended to read as follows:

(s) ~~The Future~~ landowners ~~for the time being of the allotments~~ Lots 1 to 8 and 100, or the Walter Peak Management Company, shall maintain in perpetuity the planting on Lot 200 established under the Detailed Planting Plan and under the Landscape Management Plan ~~by the future landowners of these allotments or by Walter Peak Management Company.~~

6. **Condition (sa) and (sb)** are added to Consent Notice 7789534.3 to read as follows:

(sa) The landowner for the time being of each Lot 1 to 8, or the Walter Peak Management Company, shall maintain in perpetuity the curtilage planting (identified as zone 9 within Walter Peak lodge and Residential Landscape Concept Plan prepared by Morgan Pollard and Associates) established on their own lot.

(sb) The landowner for the time being of Lot 100 , or the Walter Peak Management Company, shall maintain in perpetuity the planting of this allotment established under Walter Peak Station Landscape Concept for the Lodge and Cottage Areas and the Landscape Management Plan.

7. **Condition (u)** of Consent Notice 7789534.3 is amended to read as follows:

(u) ~~The future~~ landowners ~~for the time being of~~ Lots 1 to 8 ~~and 100~~, or the Walter Peak Management Company, shall be responsible for the ongoing management of that area of land identified as zone 8 within the approved Landscape Concept Plans prepared by Morgan+Pollard and Associates contained within Lots 100 and 200 and shall include:

(i) The ongoing grazing of these areas in perpetuity to maintain a pastoral management regime throughout zone 8 identified within those allotments;

(ii) The retention and future maintenance of all stock fencing;

(iii) The ongoing management of wilding plants and animals pests by the landowners for the time being of Lots 1 to 8 and 100, or by the Walter Peak Management Company, management company within the area defined within zone 8. This ongoing management requirement shall commence upon the expiry of the five year management period detailed in the Landscape Management Report prepared by Morgan+Pollard and Associates.

8. **Condition (v)** of Consent Notice 7789534.3 is amended to read as follows:

(v) There shall be no planting of any plant species within ~~the approved residential building platform on Lots 1 to 8 and Lots 100 and 200~~, other than those plant species approved under the Structural Landscaping Plan prepared by Morgan+Pollard and Associates Landscape Management Plan and within Lot 100 other than those plant species approved under the Walter Peak Station Landscape Consent for the Lodge and Cottage Areas as varied by the Landscape Management Plan.

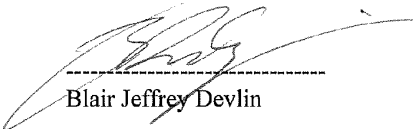
9. **Condition (w)** of Consent Notice 7789534.3 is amended to read as follows:

(w) ~~Following the full implementation of the subdivision consent, the land subject to this consent RM010111, being that land containing 38.1694 hectares described as Section 3 Block III Mid Wakatipu Survey District comprised in Computer Freehold Registers 346601, 346602, 346603, 346604, 346605, 346606, 346607, 346608, and 346609, shall not be further subdivided, provided that this restriction shall not apply to a boundary adjustment subdivision which does not result in the creation of any new certificate of title of or any new building platform.~~

10. All other conditions contained in Consent Notice 7789534.3 shall continue to apply.

DATED this 6th day of MAY 2015.

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


Blair Jeffrey Devlin

Instrument No. 10155841.2
Status Registered
Date & Time Lodged 22 Dec 2015 09:29
Lodged By O'Donnell, Kerry Amanda
Instrument Type Easement Instrument



Affected Computer Registers Land District

346601	Southland
346602	Southland
346603	Southland
346604	Southland
346605	Southland
346606	Southland
346607	Southland
346608	Southland
346609	Southland
SL3A/827	Southland
SL3A/828	Southland
SL3A/829	Southland
SL8A/210	Southland
SL8A/211	Southland

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 ☒
- Mortgage 9582904.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒
- Encumbrance 7789534.13 is being discharged/extinguished in a prior dealing or in the same dealing ☒

Signature

Signed by Justine Joy Baird as Grantor Representative on 22/12/2015 09:23 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

Grantee Certifications

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

**Signature**

Signed by Kerry Amanda ODonnell as Grantee Representative on 15/12/2015 06:11 PM

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

Form B

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

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

Grantor

Walter Peak Corporate Trustee Limited

Grantee

Te Anau Developments Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		346601; 346602; 346603; 346604; 346605; 346606; 346607; 346608; 346609 and	SL3A/827; SL3A/828; SL3A/829; SL8A/210 and SL8A/211

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

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

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

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

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

~~[the provisions set out in Annexure Schedule 1]~~

Covenant provisions

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

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

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

~~[Annexure Schedule 1]~~

Form L

Annexure Schedule 1

Page 3 of 6 pages

*Insert instrument type***LAND COVENANT***Continue in additional Annexure Schedule, if required*

1. In this Instrument the following terms have the following meanings:

<i>Beach Bay</i>	means that bay immediately adjoining the Dominant Land where the TSS Earnslaw docks when transporting passengers to Walter Peak Homestead and within which is situated the Grantor's Jetty.
<i>Grantor's Jetty</i>	means that jetty owned by the Grantor and used in association with the Grantor and Walter Peak Station situated in the southwest corner of Beach Bay and shall when the context permits include: <ul style="list-style-type: none"> (a) any renewal, refurbishment, modification or replacement of the Grantor's Jetty authorised under clause 5 (c); and (b) the Second Jetty.
<i>Lodge any Submission</i>	means personally or through any agent or servant directly or indirectly lodge or support in any way any objection or submission to any planning proposal and includes taking any part in any planning hearing, appeal, or reference arising in respect of a planning proposal whether as a party or otherwise.
<i>Planning Proposal</i>	means any application for a resource consent and/or a plan change and/or a variation or plan review of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed District Plan.
<i>Second Jetty</i>	means the second jetty described in clause 5 (d) if the Grantor builds this second jetty.

Form L**Annexure Schedule 1**Page **4** of **6** pages*Insert instrument type***LAND COVENANT***Continue in additional Annexure Schedule, if required*

2. The Grantor shall not at any time Lodge any Submission against any Planning Proposal to subdivide and/or develop and or rezone the Dominant Land for any purpose.
3. The Grantor shall, at the request of the Grantee, forthwith provide written approval (for the purposes of the Resource Management Act 1991) to any Planning Proposal referred to in clause 2.
4. The Grantor shall not at any time:
 - (a) Move or extend the Grantor's Jetty;
 - (b) Build any marina or any additional jetty or wharf or install any mooring in Beach Bay;
 - (c) Make or support any Planning Proposal or apply for any other consent or approval necessary to implement (a) or (b) above;
 - (d) Make or support any proposal for the establishment of a water ski lane in Beach Bay or apply for any consent or approval necessary to establish any such water ski lane in Beach Bay.

This clause is subject to clause 5.

Form L

Annexure Schedule 1

Page 5 of 6 pages

*Insert instrument type***LAND COVENANT***Continue in additional Annexure Schedule, if required*

5. Nothing in clause 4 above will preclude or prevent the Grantor from:
- (a) Maintaining and using the Grantor's Jetty;
 - (b) Making a Planning Proposal and/or applying for any other consent or approval necessary to carry out the work detailed in paragraphs (c) and (d) below;
 - (c) Renewing, refurbishing, modifying or replacing the Grantor's Jetty provided any renewed, refurbished, modified or new jetty is in the same location as the existing Grantor's Jetty, is no wider than 4 m and is no longer than 12 m;
 - (d) Building a second jetty on the Bay side of the existing Grantor's Jetty no wider than 4 m and no longer than 12 m and with a separation distance between the existing Grantor's Jetty and the second jetty to not exceed 12 m.
6. The Grantor acknowledges that;
- (a) The Grantor intends installing electric generator(s) on the Servient Land to generate electricity for the purposes of the Grantor's proposed development.
 - (b) Any such generator(s) shall be contained within an appropriately insulated structure to ensure that any noise emission does not exceed 40 dBA at the boundary of the Dominant Land.
 - (c) The structure(s) containing any generator(s) or related fuel storage facilities will be screened so that they are not visible from the Dominant Land.

Form L

Annexure Schedule 1

Page 6 of 6 pages

*Insert instrument type***LAND COVENANT***Continue in additional Annexure Schedule, if required*

7. Residents in, visitors to or customers of any development on the Servient Land accessing the Servient Land by private boat shall not use any mooring, jetty or beach at Beach Bay for the mooring or beaching of boats other than when weather or lake conditions are such that the Servient Land cannot reasonably be accessed and used, in which case such boat(s) may use the Grantor's Jetty temporarily provided they are removed from the Grantor's Jetty and Beach Bay as soon as weather or lake conditions allow the Servient Land to be reasonably accessed and used.
8. The Grantor shall not use, or allow to be used, the Grantor's Jetty to embark or disembark any passengers:
 - (a) paying a fare to be transported by boat; or
 - (b) using a commercial boat service and paying a fare associated with any attraction or tourism activity on the Servient Land.

Approved by Registrar-General of Land under No. 2002/6055

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

Land registration district

SOUTHLAND

Grantor

Surname(s) n

WALTER PEAK DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

TELECOM NEW ZEALAND LIMITED

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

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

Dated this 11th day of December 2007

Attestation

Walter Peak Developments Limited by its
attorney Kenneth Grey Whitney

K.G. Whitney

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

IAN ROBERT ROSS
SOLICITOR
AUCKLAND

C.R. Bonnington
[Signature]

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Chrysandy Lai
Landline/Easement Contractor
Wellington

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

K.G. Whitney
[Solicitor for] the Grantee

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

REF. 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1



Easement instrument

Dated

2007

Page

1

of

1

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
	DP 386580		
Right to convey Telecommunications and Computer Media	F, K G, I, D, C, J L, M N P, O	346601, 346602, 346603, 346604, 346605, 346606, 346607, 346608, 346609 346609 346602 346605 346606	In gross

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

Delete phrases in [] and insert memorandum
number as required.
Continue in additional Annexure Schedule if
required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

Annexure Schedule

Insert type of instrument

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

Easement

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

1. The easement facility includes any "Lines", "Works", "existing Lines" and "existing Works" as defined in the Telecommunications Act 2001, owned by the Grantee.
2. This grant of easement is not in substitution for, and is without prejudice to, such statutory rights and authorities as the Grantee may have from time to time in respect of the servient tenement.
3. The Grantor has paid to the Grantee the sum of \$150.00 (including GST) (the receipt of which is hereby acknowledged) for administrative costs associated with the grant of this easement.

Continuation of "Attestation"

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We:

Mark Crosswell
Security
Telecom New Zealand Limited

and

Craig Ritchie Bonnington
Property Support Analyst
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 2 July 2001 ("the Power of Attorney") we were, by virtue of being Authorised Signing Officers, appointed jointly as attorneys of Telecom New Zealand Limited ("Telecom") on the terms and subject to the conditions set out in the Power of Attorney.
2. That copies of the Power of Attorney are deposited in the Land Titles Offices at:

Auckland	as No D.627839.1	Gisborne	as No 234465.1	New Plymouth	as No 481759.1
Christchurch	as No 5074754.1	Hamilton	as No B.674932.1	Wellington	as No 5074486.1
Dunedin	as No 5074473.1	Napier	as No 719487.1		
3. That we executed the instrument(s) to which this certificate relates under the powers conferred by the Power of Attorney.
4. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington

this 26 day of Nov 2007

SIGNED at Wellington

this 26 day of OCT 2007

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

Annexure Schedule

Insert below

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

Dated

Page

of

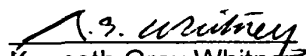
Pages

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

I, **KENNETH GREY WHITNEY** of Auckland, Solicitor hereby certify:

1. That by Power of Attorney dated the 13th day of April 2006 **WALTER PEAK DEVELOPMENTS LIMITED** appointed me **KENNETH GREY WHITNEY** Attorney on the terms and subject to the conditions set out in the said Power of Attorney and that I have executed the document annexed hereto as the Attorney and in the name of the said **WALTER PEAK DEVELOPMENTS LIMITED**.
2. That the said Power of Attorney has been registered in the Land Transfer Office under No. 6859921.2.
3. That at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney.

DATED this 11th day of December 2007.


Kenneth Grey Whitney

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

Walter Peak Devs.doc

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

STRATEGIC NOMINEES LIMITED

Mortgagee under Mortgage No. 6859921.3

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]


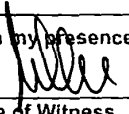
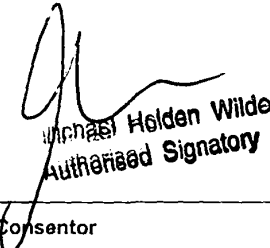
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the deposit of Plan 386580 and the creation of the within easements in accordance therewith.

Dated this 11th day of December 2007

Attestation

 Kerry Finnigan Director	Signed in my presence by the Consentor 	
	Signature of Witness _____ Witness to complete in BLOCK letters (unless legibly printed) Witness name Lana Guest Occupation Legal Secretary Address Auckland	
Signature of Consentor 		

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/6055

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7789534.10 Easement

Land registration district

SOUTHLAND



Cpy - 01/01, Pgs - 004, 18/04/08, 09:02



DocID: 313101122

Grantor

Surname(s) must be underlined or in CAPITALS.

WALTER PEAK DEVELOPMENTS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

WALTER PEAK DEVELOPMENTS LIMITED

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

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

Dated this 11th day of December 2007

Attestation

Walter Peak Developments Limited by its attorney Kenneth Grey Whitney

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

**IAN ROBERT ROSS
SOLICITOR
AUCKLAND**

Address

Walter Peak Developments Limited by its attorney Kenneth Grey Whitney

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

**IAN ROBERT ROSS
SOLICITOR
AUCKLAND**

Address

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Easement instrument Dated 2007 Page 1 of 1 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference) DP 386580	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)	
Right of Way	B, C, D, E	346609	346601, 346602, Lots 1-8 346603, 346604, DP 386580 346605, 346606, 346607, 346608	NK
Right to Convey foul sewer, electricity & water	J, C, I, D, H	346609	346601, 346602, Lots 1-8 346603, 346604, DP 386580 346605, 346606, 346607, 346608	NK
Right to Convey foul sewer, electricity & water	L P	346602 346606	346604 Lot 4 DP 386580 346608 Lot 8 DP 386580	NK

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

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

Annexure Schedule

Insert below

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

Dated

Page

of

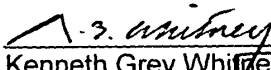
Pages

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

I, **KENNETH GREY WHITNEY** of Auckland, Solicitor hereby certify:

1. That by Power of Attorney dated the 13th day of April 2006 **WALTER PEAK DEVELOPMENTS LIMITED** appointed me **KENNETH GREY WHITNEY** Attorney on the terms and subject to the conditions set out in the said Power of Attorney and that I have executed the document annexed hereto as the Attorney and in the name of the said **WALTER PEAK DEVELOPMENTS LIMITED**.
2. That the said Power of Attorney has been registered in the Land Transfer Office under No. 6859921.2.
3. That at the date hereof I have not received any notice or information of the revocation of the appointment under the said Power of Attorney.

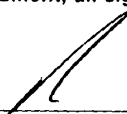
DATED this 11th day of December 2007.


Kenneth Grey Whitney

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

Walter Peak Devs.doc





Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



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

Easement Instrument

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

STRATEGIC NOMINEES LIMITED

Mortgagee under mortgage no. 6859921.3

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the within Easement Instrument

Dated this _____ day of _____ 2008

Attestation



Graham Edward Jackson
DIRECTOR



Tony Thomas Abraham
Authorised Signatory

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Lana Guest

Occupation

Legal Secretary

Address

Auckland

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY




INFROMATION 08.11.18

<div><div><div></div><div>Clark Fortune McDonald & Associates</div><div>Licensed Cadastral Surveyors - Land Development - Planning Consultants</div></div><div><div>309 Lower Shotover Road, P.O.Box 553 Queenstown</div><div>Tel. (03)441-6044, Fax (03)442-1066, Email admin@cfma.co.nz</div><div>21 Reece Crescent, P.O.Box 550, Wanaka</div><div>Tel. (03)443-4448, Fax (03)443-4445, Email admin@cfma.co.nz</div><div>Shop 2, Otago House, 475 Moray Place, P.O. Box 5960</div><div>Tel. (03)470-1582, Fax (03)470-1583, Email admin@cfma.co.nz</div></div></div>		<div>Rev.</div> <div>Date</div> <div>Revision Details</div> <div>By</div>		<div>LOTS 100 AND 200 DP 386480</div> <div>AND SECTIONS 2, 3 AND 4 SO 381091</div> <div>AND PROPOSED COTTAGES & LODGE</div>										<div>Client</div> <div>WARBURTON</div> <div>Notes: All dimensions shown are in meters unless shown otherwise. Any person using Clark Fortune McDonald drawings and other data accepts the risk of: - Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions. - Ensuring the information is the most recent issue. - Copyright on this drawing is reserved.</div>	<div>Surveyed</div> <div>CCH/RG/ZC/EM</div>	<div>Signed</div> <div></div>	<div>Date</div> <div>2000/30.01.17</div>	<div>Job No.</div> <div>12800</div>	<div>Drawing No.</div> <div>10_01</div>	<div>Drawn</div> <div>HK</div>	<div>Signed</div> <div></div>	<div>Date</div> <div>06.11.18</div>	<div>Scale</div> <div>1:1500 @ A1 1:3000 @ A3</div>	<div>Designed</div> <div></div>	<div>Signed</div> <div></div>	<div>Date</div> <div></div>	<div>Datum & Level</div> <div>Mt Nic 2000 & MSL</div>		<div>Rev.</div> <div></div>
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S:\JOBS\12800\12800\acad\12800 10 Walter Peak Existing Boundaries with Consented BPs.dwg Plotted: 09.11.2018



 Clark Fortune McDonald & Associates Licensed Cadastral Surveyors - Land Development - Planning Consultants 309 Lower Shotover Road, P.O.Box 553 Queenstown Tel. (03)441-6044, Fax (03)442-1066, Email admin@cfma.co.nz 21 Reece Crescent, P.O.Box 550, Wanaka Tel. (03)443-4448, Fax (03)443-4445, Email admin@cfma.co.nz Shop 2, Otago House, 475 Moray Place, P.O. Box 5960 Tel. (03)470-1582, Fax (03)470-1583, Email admin@cfma.co.nz	Shotover Design Limited trading as			
	Rev.	Date	Revision Details	By

LOTS 100 AND 200 DP 386480
AND SECTIONS 2, 3 AND 4 SO 381091
AND PROPOSED COTTAGES & LODGE
AND AMENDED LOT 100 BOUNDARIES

Client	WARBURTON	Surveyed	CCH/RG/ZC/EM	Signed		Date	2000/30.01.17	Job No.	12800	Drawing No.	11_01
Notes: All dimensions shown are in meters unless shown otherwise. Any person using Clark Fortune McDonald drawings and other data accepts the risk of: - Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions. - Ensuring the information is the most recent issue. - Copyright on this drawing is reserved.	Drawn	HK	Signed		Date	06.11.18	Scale	1:1500 @ A1 1:3000 @ A3			
	Designed		Signed		Date		Datum & Level	Mt Nic 2000 & MSL		Rev.	

S:\JOBS\12800\12800\acad\12800 11 Walter Peak Existing Boundaries with Consented BPs & Lot 100 amend.dwg Plotted: 09.11.2018









KEY:



Proposed Building Platforms



Existing Building Areas

	Existing Building Platform	Proposed Building Platform
Meadow	162m ² (x6)	1,000m ²
	378m ²	
	1,055m ²	830m ²
	370m ²	1,000m ²
	36m ² (x2)	
Total:	2,847m ²	2,830m ²
Marina	162m ² (x3)	1,000m ² *
Total:	486m ²	500m ² *
Gross total:	3,333m²	3,330m²

*1,000m² Building platform with 50% coverage



Existing Vegetation*:

- | | |
|--|-----------------------------|
| (W) Wetland | (R) Riparian |
| (B) Beech | (T) Tussock grassland |
| (G) Grey shrubland | (GS) Grey shrubland |
| (K) Kowhai | (GT) Grey shrubland/tussock |
| (V) Mix of beech, kowhai, broadleaf, wineberry, coprosma & pittosporum | (F) Forest |
| (M) Mix of beech, kowhai & pittosporum | |

*Consented planting schedule (RM130610)

