QUEENSTOWN LAKES DISTRICT COUNCIL

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14 July 2026

[redacted]
C/- [redacted]
Sent via email to [redacted]

Request for Official Information
LG26-0207 - Lot 12, Lakeview Te Taumata, Queenstown

Dear [redacted],

Thank you for your request for information held by the Queenstown Lakes District Council (QLDC). On 15 June 2026 you requested the following information under the Local Government Official Information and Meetings Act 1987 (LGOIMA):

Ownership and Title

1. **Confirmation of current legal ownership of Lot 12 and the title instrument under which QLDC holds the Site, including any relevant certificate of title (CT) details.**

Disposal / Disposition Intent

2. **Any Council resolutions, reports, or decisions relating to the intended sale, lease, licence, or other disposition of Lot 12, including any tender, expression of interest, or direct-negotiation processes underway or planned.**

Executed Development Instruments

3. **Copies of, or reference to, any development agreement, agreement for sale and purchase, agreement to lease, or memorandum of understanding that has been formally executed by QLDC with any third party in relation to Lot 12.**

Zoning, Designation and Encumbrances

4. **Current operative and proposed district plan zoning, any designation, heritage order, covenant, consent notice, or other encumbrance registered or noted against the title or affecting the Site under the Resource Management Act 1991.**

Infrastructure and Servicing

5. **Any infrastructure servicing reports, geotechnical assessments, or site investigations held by QLDC relating to Lot 12, including services connections, earthworks consents, or slope stability assessments.**

Ngai Tahu / Treaty Interests

6. **Any documentation confirming the Treaty or statutory interests of Ngai Tahu (or related entities) in Lot 12, including right of first refusal provisions under the Ngai Tahu Claims Settlement Act 1998 or the Lakeview Te Taumata development framework.**

Rating Valuation

7. **The current rating valuation for Lot 12 as recorded under the Rating Valuations Act 1998, including the capital value, land value, and improvement value most recently assessed.**

Council Reports and Briefings

8. **Any publicly available or releasable Council or Committee reports, staff memoranda, or briefing papers referencing Lot 12 development or disposal, dated within the last five (5) years.**

QLDC RESPONSE

In response to your request, the QLDC Strategic Projects Team was consulted.

Decision to release information

Disposal / Disposition Intent

2. **Any Council resolutions, reports, or decisions relating to the intended sale, lease, licence, or other disposition of Lot 12, including any tender, expression of interest, or direct-negotiation processes underway or planned.**

Please find attached the Request for Development Proposal relating to the Lakeview Precinct. Council's further response to this item is provided below under the heading *"Decision to refuse information".*

Note that the enclosed link will expire on 12 August 2026, 3:32 pm (UTC+12:00) New Zealand Time.

Decision to withhold information

Executed Development Instruments

3. **Copies of, or reference to, any development agreement, agreement for sale and purchase, agreement to lease, or memorandum of understanding that has been formally executed by QLDC with any third party in relation to Lot 12.**

QLDC has good reason under sections 7(2)(b)(ii), 7(2)(h) and 7(2)(i) of the LGOIMA for withholding part of the information requested. QLDC consider it is necessary to withhold the requested information on the basis of the following grounds:

- Section 7(2)(b) - the withholding of the information is necessary to protect information where the making available of the information—
  (ii) would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information.
- Section 7(2)(h) - the withholding of the information is necessary to—
  enable any local authority holding the information to carry out, without prejudice or disadvantage, commercial activities.
- Section 7(2)(i) - the withholding of the information is necessary to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).

Section 7(2)(b)(ii) of the LGOIMA provides for the withholding of information where its release would be likely to unreasonably prejudice the commercial position of any person or organisation. This provision recognises the importance of protecting commercially sensitive information where disclosure could adversely affect the competitive position, commercial interests, or ability of Council or a third party to operate effectively.

In this case, the information withheld relates to a legally binding agreement between Council and QT Lakeview Developments Limited concerning the sale of the Lakeview Precinct. The information contains commercially sensitive details relating to a contractual arrangement between Council and a third party. Disclosure of this information could reasonably prejudice the commercial position of the entity involved and may affect its ability to protect its commercial interests in relation to this and future commercial dealings.

Council has consulted externally with the affected party and considered whether the public interest in disclosure outweighs the need to withhold the information. While Council acknowledges the public interest in transparency and accountability in relation to Council's commercial activities, it considers that the specific contractual details do not meet a threshold of public interest sufficient to justify disclosure.

The need to protect the commercial interests of both Council and the third party involved outweighs the public interest in release of this information. Accordingly, the information is withheld under section 7(2)(b)(ii) of the LGOIMA to prevent unreasonable prejudice to the commercial position of the parties and to maintain confidence in Council's commercial and contractual relationships.

Section 7(2)(h) of the LGOIMA is intended to protect the ability of local authorities and parties they engage with to undertake commercial activities without being subjected to prejudice or disadvantage. This provision recognises that disclosure of commercially sensitive information may adversely affect Council's ability to manage its commercial activities, as well as the commercial interests of third parties involved in contractual arrangements with Council.

In this case, the withheld information relates to commercial activities undertaken by Council and/or a third-party contractor engaged by Council. Release of this information could provide an unfair advantage to competitors, undermine commercial strategies, or otherwise prejudice the ability of Council or the third party to operate effectively in a competitive environment. Disclosure may also affect the third party's ability to protect commercially sensitive information provided in confidence as part of its contractual relationship with Council.

The withholding of this information ensures that Council can continue to undertake commercial activities effectively and that third parties engaged by Council are not placed at an unreasonable commercial disadvantage.

Accordingly, QLDC considers that the need to protect the commercial activities and interests of both Council and the third party outweighs the public interest in disclosure of this information at this time. The information is therefore withheld under section 7(2)(h) of the LGOIMA to prevent prejudice or disadvantage to the commercial activities of the parties involved.

Section 7(2)(i) of the LGOIMA is intended to protect the ability of local authorities and third parties involved in contractual or commercial arrangements to conduct negotiations without being subjected to prejudice or disadvantage. This provision recognises that premature disclosure of negotiation-related information may affect bargaining positions, reduce negotiating leverage, or otherwise compromise the ability of parties to achieve fair and reasonable outcomes.

In this case, the withheld information relates to ongoing or anticipated negotiations involving Council and/or a third party engaged through a contractual arrangement. Release of this information could influence the position or expectations of other parties, reveal negotiation strategies or commercially sensitive information, and place Council or the third party at a disadvantage in current or future negotiations.

Maintaining the confidentiality of this information allows Council and the third party to continue negotiations on an equitable basis and supports the effective management of contractual and commercial relationships.

Accordingly, QLDC considers that the need to protect the integrity of these negotiations and prevent prejudice or disadvantage to Council and the third party outweighs the public interest in release of the information at this time. The information is therefore withheld under section 7(2)(i) of the LGOIMA.

Decision to refuse information

QLDC has good grounds under sections 17(d) and 17(e) of the LGOIMA for refusing the information requested in items 1, 2, 4, 5, 6, 7 and 8 of your request. QLDC consider it is necessary to refuse the requested information on the basis of the following ground:

- Section 17(d) – that the information requested is or will soon be publicly available that the information requested is or will soon be publicly available.
- Section 17(e) – that the document alleged to contain the information requested does not exist or, despite reasonable efforts to locate it, cannot be found.

Section 17(d) of the LGOIMA provides that a request may be refused where the information requested is already publicly available or will soon be made publicly available. This provision recognises that the Act is not intended to require the release of information where it can reasonably be accessed by the public through other means, and doing so would not advance the purposes of the Act.

Disposal / Disposition Intent

2. **Any Council resolutions, reports, or decisions relating to the intended sale, lease, licence, or other disposition of Lot 12, including any tender, expression of interest, or direct-negotiation processes underway or planned.**

Council Reports and Briefings

8. **Any publicly available or releasable Council or Committee reports, staff memoranda, or briefing papers referencing Lot 12 development or disposal, dated within the last five (5) years.**

Information within scope of items 2 and 8 of your request is publicly available on the QLDC website. Reports referencing the Lot 12 development/disposal have been included in quarterly Council reporting since 2022 and can be accessed through the Council Meetings page, including the most recent report considered by the Risk and Assurance Committee on 23 June 2026.

As the information is available through an existing public source, withholding it under section 17(d) does not prejudice transparency or accountability. The public interest in access is met through the publication of the document, and there is no additional public interest served by re-releasing the information under the LGOIMA. Accordingly, refusal of the request on this ground is appropriate and consistent with the Act.

Infrastructure and Servicing

5. **Any infrastructure servicing reports, geotechnical assessments, or site investigations held by QLDC relating to Lot 12, including services connections, earthworks consents, or slope stability assessments.**

The current operative and proposed district plan zoning, designations, heritage orders, and other planning provisions affecting the Site are available through the QLDC District Plan.

Information relating to Lot 12 that forms part of Council's publicly available building or resource consent records may be accessed through QLDC's eDocs system. This may include consent applications, approved plans, technical reports, supporting assessments, correspondence, and other documents associated with the consent process.

To locate relevant records, please search eDocs using the relevant Consent # or property details for Lot 12.

As the requested information is publicly available through eDocs, Council has refused this part of the request under section 17(d) of the LGOIMA.

Rating Valuation

7. **The current rating valuation for Lot 12 as recorded under the Rating Valuations Act 1998, including the capital value, land value, and improvement value most recently assessed.**

Information relating to the current rating valuation for Lot 12, including the most recently assessed capital value, land value, and improvement value, may be accessed through QLDC's Property Information Search.

This publicly available search tool provides access to property information held by Council, including current rating valuation details where available.

To locate the relevant record, please search using the property address or legal description for Lot 12.

Section 17(e) of the LGOIMA provides that a local authority may refuse a request where the requested information is not held by the agency or, despite reasonable efforts, cannot be found. This provision recognises that agencies are not required to create new information in order to respond to a request. Reasonable steps have been taken to identify any information within scope of your request, including consultation with the relevant Council teams.

Ownership and Title

1. **Confirmation of current legal ownership of Lot 12 and the title instrument under which QLDC holds the Site, including any relevant certificate of title (CT) details.**

Council has interpreted this part of your request as seeking the most current Record of Title for Lot 12, Deposited Plan 590878.

Council holds a copy of the Record of Title dated 19 July 2024, and this document is attached. However, Council does not hold a current version of the Record of Title beyond the copy attached.

To the extent that your request seeks confirmation of the current legal ownership or an up-to-date Record of Title, this part of the request is refused under section 17(e) of the LGOIMA, as the information is not held by Council.

The current Record of Title can be obtained directly from Toitū Te Whenua Land Information New Zealand.

Note that the enclosed link will expire on 7 August 2026, 3:46 pm (UTC+12:00) New Zealand Time.

Zoning, Designation and Encumbrances

4. **Current operative and proposed district plan zoning, any designation, heritage order, covenant, consent notice, or other encumbrance registered or noted against the title or affecting the Site under the Resource Management Act 1991.**

Council does not hold the authoritative record of title instruments registered against the property.

Information relating to interests registered against the property title, including any covenants, consent notices, easements, or other instruments recorded on the title, is held within the land registration system administered by Toitū Te Whenua Land Information New Zealand (LINZ). Copies of the relevant title and any instruments registered against the title can be obtained directly from LINZ through its land records services.

Ngai Tahu / Treaty Interests

6. **Any documentation confirming the Treaty or statutory interests of Ngai Tahu (or related entities) in Lot 12, including right of first refusal provisions under the Ngai Tahu Claims Settlement Act 1998 or the Lakeview Te Taumata development framework.**

Council does not hold any documentation confirming Treaty or statutory interests of Ngāi Tahu in Lot 12, including documentation relating to any right of first refusal under the Ngāi Tahu Claims Settlement Act 1998 or the Lakeview Te Taumata development framework. Such matters arise from Treaty settlement legislation and arrangements between the Crown and Ngāi Tahu, and are not records ordinarily held by Council.

Accordingly, these parts of your request are refused under section 17(e) of the LGOIMA, as the requested information is not held by Council.

Public interest considerations

In assessing whether to withhold information, QLDC carefully evaluates the public interest—particularly whether disclosure would enhance transparency, accountability, or informed public engagement. This assessment includes weighing those benefits against the potential harm that could result from releasing the information.

QLDC recognises the public interest in promoting transparency and accountability of local authority members and officials, as well as the broader interest in good governance. We are committed to releasing information wherever possible. However, in this instance, QLDC considers that the need to protect the commercial interests and activities of Council and the third parties involved outweighs the public interest in disclosure. Release of the information could reasonably prejudice the commercial position of a person or organisation, adversely affect the ability of Council and/or third parties to undertake commercial activities effectively, or compromise the ability of Council and/or third parties to negotiate on an equal footing.

Therefore, QLDC has determined that sections 7(2)(b)(ii), 7(2)(h) and 7(2)(i) of the LGOIMA apply. In this case, no overriding public interest has been identified that would justify its release.

QLDC trusts that the above information satisfactorily answers your request.

Right to review the above decision

You have the right to request an investigation and review of this decision by the Ombudsman under section 27(3) of the LGOIMA. Further information is available at www.ombudsman.parliament.nz or by calling 0800 802 602.

If you wish to discuss this decision with QLDC, please contact Naell.Crosby-Roe@qldc.govt.nz (Director Democracy Services).

Proactive release of LGOIMA responses

QLDC proactively publishes responses to requests made under the LGOIMA where the information is considered to be of wider public interest. As such, please be aware that a response to your request may be published on the Council's website or otherwise made publicly available. Where this occurs, any personal information will be redacted in accordance with the Privacy Act 2020 and applicable withholding grounds, to ensure individuals' privacy is protected.

Kind regards,

[redacted]

Democracy Services Team
Corporate Services | Queenstown Lakes District Council
P: +64 3 441 0499
E: informationrequest@qldc.govt.nz

Request for Development Proposal
Issued by Queenstown Lakes District Council
Closing 14 December 2018

LAKEVIEW PRECINCT

QUEENSTOWN, NEW ZEALAND
13 SEPTEMBER 2018

REQUEST FOR DEVELOPMENT PROPOSAL

QUEENSTOWN LAKES DISTRICT COUNCIL

CBRE

CONTENTS

LAKEVIEW
PRECINCT

QUEENSTOWN, NEW ZEALAND

FOREWORD

Welcome to the request for development proposal phase of the Lakeview project. As you know, the Lakeview site occupies an enviable Queenstown location and is the largest development opportunity available in the town centre.

Our vision for Lakeview, supported by feedback received during the expression of interest phase, is a thriving mixed-use precinct that is stitched into the existing town centre context. As we progress through the process, we remain excited by the prospect of working with a development partner to deliver that outcome; one that leverages the site's enviable location and delivers the distinctive character that Queenstown is known for.

As Chief Executive, the elected members have granted me the authority to enter into a development agreement with the successful Respondent, subject to certain thresholds. The Council has also committed through the recently approved Ten Year Plan, to funding the infrastructure and public realm works required to enable development in Lakeview and subdivision consent is expected to be issued shortly. The platform is set.

The Queenstown economy is thriving, with GDP growth significantly ahead of the national average. It is an exciting time to be investing here and we hope you are as excited as we are, by the prospect of unlocking the significant potential at Lakeview.

We look forward to engaging with you during the interactive workshops and receiving your Development Proposal in 12 weeks' time.

Mike Theelen
Chief Executive Officer
Queenstown Lakes District Council

QUEENSTOWN LAKES DISTRICT COUNCIL

INTRODUCTION

This request for development proposal (RFDP) requests Respondents to submit a Development Proposal in accordance with the Response Requirements (refer to Appendix A) which will be evaluated against the Evaluation Criteria set out from page 19. Following evaluation, QLDC's intention (at its absolute discretion) is to select a single developer to undertake comprehensive development of the Lakeview Precinct, in a manner that is consistent with the Project Objectives set out from page 4. The terms and conditions of this RFDP (and Glossary of Terms) are set out in Appendix B.

Queenstown Lakes District Council is undertaking this RFDP and any subsequent transactions solely in its capacity as land owner and its actions and this RFDP process does not in any way bind QLDC in its capacity as a regulatory authority. Respondents should refer to clause 19 of the RFDP Terms and Conditions for further detail.

KEY DATES

Final date for questions	28 November 2018
Interactive workshops	11,12 Oct & 1,7,20,23 Nov 2018
Closing date	14 December 2018

COUNCIL CONTACT PERSON

Name	**John Holmes**
Mobile	**+64 274 899 095**
Email	**john.holmes@cbre.co.nz**

DATA ROOM

Data Room	Access to the data room will be arranged by MinterEllisonRuddWatts. Please provide the name, title, email address and contact number for each person who requires access to the data room to MinterEllisonRuddWatts using the following email address: lakeviewrfdp@minterellison.co.nz Individual logins will be issued to each person.
Questions/queries	Please submit all questions in writing via MinterEllisonRuddWatts using the following email address: lakeviewrfdp@minterellison.co.nz

COMMUNICATION PROTOCOLS

- Any questions in relation to data room material or this document should be directed solely through the dedicated data room email address above.
- Respondents must not contact representatives of QLDC directly. RFDP process matters, including scheduling interative workshop should be sent via email to the Council Contact Person.
- By default, all communication between QLDC and a Respondent is confidential. However if the communication is information that all Respondents should possess, then QLDC (and its agents) reserve the right in its discretion to disclose the communication to other Respondents. If QLDC chooses to disclose the question and answer, the author of the question will remain confidential.
- This RFDP process is confidential to the Respondents and Respondents must not make any public statements regarding this RFDP without the prior written consent of QLDC. Unauthorised communication by you about this RFDP may lead to your disqualification from the process.

PROJECT OBJECTIVES

QLDC has approved the following objectives for the development of the Lakeview Precinct:

Objective 1

Maximise financial return in a manner that minimises risk to ratepayers;

Objective 2

Establish a thriving residential-focused, mixed-use precinct, which is stitched into the Queenstown town centre context and:

- Exhibits best-practice urban design principles, is walkable, activated, liveable and authentic;
- Exhibits a consistent design language and high-quality built form outcomes that complement the natural environment, fit into the Queenstown context and are of human scale;
- Provides a diverse retail mix which complements and provides for the natural expansion of the existing town centre core and will appeal to locals and visitors;
- Provides for the intensification sought via Plan Change 50 and delivers a variety of housing outcomes and/or a diverse residential community;
- Considers opportunities for visitor accommodation and/or visitor facilities where these are economically viable.

Objective 3

Ensure Lakeview's development potential is unlocked in a timely and efficient manner.

In order to assist Respondents to understand these objectives, they have each been expanded upon below, with a selection of key elements QLDC envisages for each objective.

OBJECTIVE 1

MAXIMISE FINANCIAL RETURN IN A MANNER THAT MINIMISES RISK TO RATEPAYERS MEANS QLDC IS SEEKING

Payment on title transfer. Deferred payment would need to demonstrate value and adequate security → Fixed (or escalated) land pricing → Super Profit Share which provides upside exposure to out-performance

OBJECTIVE 2

MIXED USE COULD INCLUDE

Residential → Retail → Tourism → Short stay accommodation

BUT

- No civic uses
- No convention centre if QLDC subsidy is required

OPPORTUNITIES FOR VISITOR ACCOMMODATION WHERE ECONOMICALLY VIABLE COULD MEAN

Shared/serviced apartment product → Hotels (mid market through premium) → Innovative / emerging short stay solutions

BEST PRACTICE URBAN DESIGN PRINCIPLES MEANS

A walkable and activated (in an economically sustainable way) street level → Minimal vehicular street crossings → On grade or above ground parking that is not visible from the street → Consolidated parking solutions where economically viable → Provision for service vehicles, rubbish storage etc in a manner that doesn't detract from the visual experience

INTENSIFICATION SOUGHT VIA PLAN CHANGE 50 MEANS QLDC IS SEEKING

Generally plan compliant proposals → Urban scale → Variation in height and scale of built form

BUT

QLDC recognises some flexibility is required with respect to the extent & nature of active frontage

OBJECTIVE 2 CONT.

STITCHED INTO THE QUEENSTOWN TOWN CENTRE CONTEXT MEANS

Pedestrian connection to the town centre and lakefront → The design opens the Precinct to its surrounds → The architecture is complimentary to its environment → Lakeview exhibits its own identity but feels part of the town centre

A DIVERSE RETAIL MIX WHICH COMPLEMENTS THE EXISTING TOWN CENTRE AND WILL APPEAL TO LOCALS AND VISITORS WOULD CONSIDER

A diverse F&B offering that meets a range of price points and day parts → Convenience based retail that compliments the town centre → Potential for a small upscale grocery offer → Tourism business subject to management of traffic

A VARIETY OF HOUSING OUTCOMES AND/OR A DIVERSE RESIDENTIAL COMMUNITY COULD BE ACHIEVED VIA

A variety in typologies → A mix of owner occupiers and investors → A variety in unit sizes and bedroom numbers → Product that targets a mix of locals and expats → Offering a range of price points

NOTE

Affordable housing is not a requirement

OBJECTIVE 3

ENSURING LAKEVIEW'S DEVELOPMENT IS UNLOCKED IN A TIMELY AND EFFICIENT MANNER MEANS

A target of 8-10 years to complete the entire project, subject to market conditions → A delivery programme documented in DA, subject to extension events → Stage commencement sunset dates to be documented in the DA → Stage 1 commencement within 18 months of execution of the DA

THE LAKEVIEW MASTERPLAN

WHAT IS BEING MADE AVAILABLE?

A copy of the subdivision plan is contained in the data room. The Super Lots comprised in this RFDP are:

Lot	Area (sqm)	Tenure offered
Lot 2	4,026sqm	Freehold
Lot 3	2,262sqm	Freehold
Lot 4	4,340sqm	Freehold
Lot 5	4,494sqm	Freehold
Lot 6	3,655sqm	Freehold
Lot 7	3,330sqm	Freehold
Lot 8	3,350sqm	Freehold
Lot 12	5,487sqm	Pre-paid Leasehold
Total	**30,944sqm**	

PRE-PAID LEASEHOLD TENURE (LOT 12)

A copy of the proposed form of ground lease is contained in the data room.

Term	125 years
Rent	Pre-paid at lease commencement i.e. no ongoing rental
Operating expenses	All expenses paid by lessee
Use	To be agreed

THE LAKEVIEW MASTERPLAN

QLDC has developed a blueprint masterplan for Lakeview. The vision is for streetscapes which balance pedestrian and vehicle requirements, promote activation and provide generous public space. The masterplan provides a public realm strategy, and a set of design principles, that the built and urban form will be driven by. The masterplan is provided in the data room.

INFRASTRUCTURE & PUBLIC REALM FUNDING

QLDC is committed to providing the internal infrastructure required to enable development of the Precinct and has funding committed in its current Long-Term Plan to deliver this infrastructure. This includes:

- Roading and intersections with existing roads;
- Services (water, waste water, stormwater, electricity) to the boundary of each Super Lot

WORK SPECIFICATIONS

The roading & services specification is provided in the data room.

QLDC expects the design and construction of the market square will be undertaken in consultation with the Developer, Ngāi Tahu Tourism and relevant stakeholders. However, QLDC will fund this work to an agreed specification generally consistent with that proposed in the Lakeview Masterplan.

WORKS STAGING

It is anticipated that the Lakeview site will be developed progressively in stages with individual Super Lots being developed ahead of others. The proposed subdivision plan and infrastructure work programme is based on a two stage approach to development (Stage 1 and Stage 2) and the site infrastructure is to be designed and consented to allow for construction in stages (if required).

This two-staged approach will enable access and services to be provided to the Eastern section (outlined in green) of the site ahead of the Western section (outlined in blue) or vice versa. Final works staging will be agreed in consultation with the Developer. It is anticipated that this will be a topic for discussion during the Interactive Workshops.

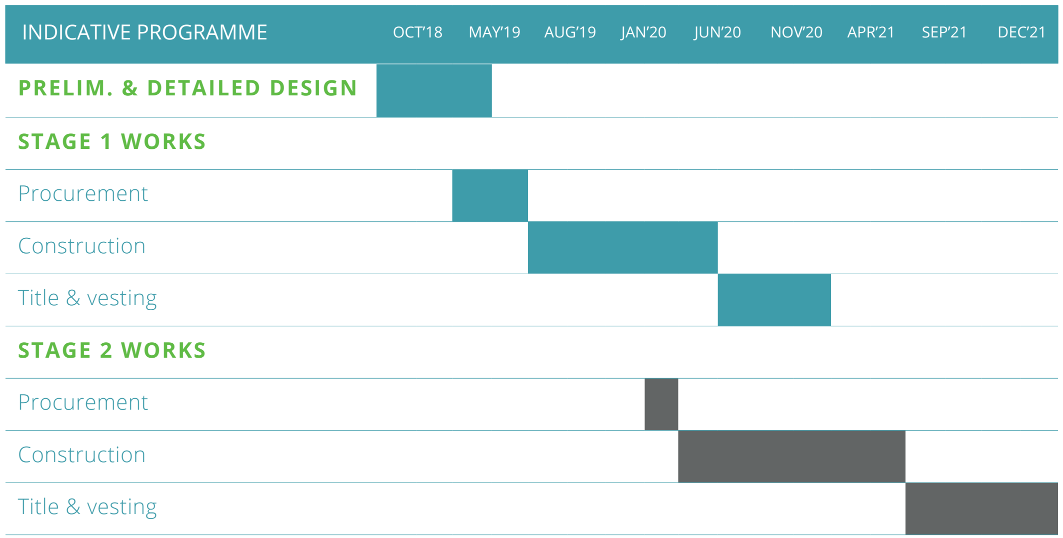
At this stage, QLDC has preliminary indicative construction timeframes for Stage 1 noted in their forward works programme for the 2019/2020 financial year. QLDC reserves the right to construct all the required infrastructure as one stage rather than following the two-stage approach if deemed appropriate.

It is anticipated that Stage 1 will commence shortly after a development agreement is signed between QLDC and the Developer. It is intended that the infrastructure will be delivered in coordination with the programme dates for land transfer to the Developer. QLDC wishes to minimize the time between completion of the infrastructure and the commencement of construction on the Super Lots, however QLDC may choose to commence construction of the infrastructure ahead of a development agreement being signed.

An indicative programme has been included to inform the Developer of anticipated timeframes for delivery of the infrastructure if delivered under a two-stage approach. A more detailed version is provided in the data room.

PROCUREMENT STATUS

QLDC is in the process of procuring a design consultant to undertake the preliminary and detailed design for delivery of the internal infrastructure. The current concept design and indicative cross sections for these elements are available in the data room.



TRANSACTION TIMELINE

13 SEPTEMBER
RFDP issued

13 SEPTEMBER
Dataroom opens

28 NOVEMBER
Final date for questions

SEPTEMBER - NOVEMBER
Interactive workshops

14 DECEMBER
Proposal submission

DECEMBER - JANUARY
Evaluation

JANUARY
Preferred Respondent notified

JANUARY - MARCH
Negotiations

MARCH
Development Agreement signed

AN INTERACTIVE WORKSHOP PROCESS

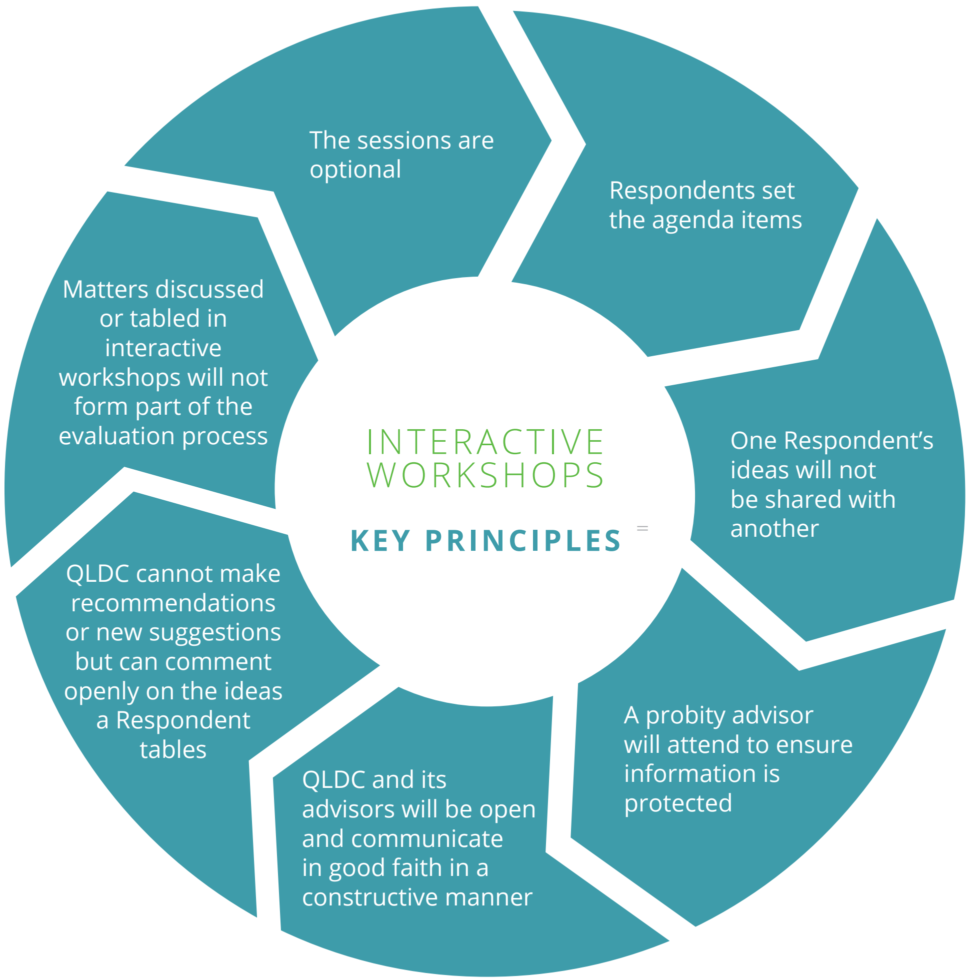
QLDC's strong desire is to ensure that Respondents:

- Are confident in their understanding of the Project Objectives;
- Have access to all information relevant to the preparation of their response; and
- Have the opportunity to test their design ideas as they evolve.

In addition to this RFDP and the material provided in the data room, QLDC believes that face to face dialogue may also be of assistance to Respondents during the process. QLDC is also conscious that certain matters (including delivery of infrastructure and public realm) will require two-way dialogue.

The RFDP process therefore allows for three interactive workshop meetings between QLDC representatives (and advisors) and each Respondent. A set of Interactive Workshop Guidelines are attached as Appendix C and the key principles QLDC is seeking to adhere to are outlined to the right.

To schedule interactive workshops please contact the Council Contact Person.



THE DEVELOPMENT AGREEMENT

A draft Development Agreement is available in the data room. The summary presented below is not intended to be exhaustive but does highlight the key principles upon which the document is based.

MATTER	COMMERCIAL PRINCIPLE
Overview	QLDC will progressively sell the super lots to the Developer in stages on the requirement that the Developer develops each Stage in line with an agreed Development Plan for the entire Lakeview Precinct.
Objectives and Material Outcomes	The parties will work to achieve the Project Objectives for the Precinct and the Material Outcomes (established based on the Developer's Proposal).
QLDC Approval of Masterplan	The Developer will, within a specified time period, need to prepare a Development Plan based on its Concept Plan submitted with its Development Proposal, and submit it for QLDC approval. QLDC will assess this against the Project Objectives and Material Outcomes. Where the Development Plan is not consistent with the Concept Plan and/or the Project Objectives and Material Outcomes, then changes will need to be made to resolve inconsistencies. It is expected that the Developer will prepare and submit the detailed design plans for the first Super Lot/stage contemporaneously with the Development Plan.
Relationship/ governance principles	The parties will work together in good faith and in a collaborative, open and respectful relationship. The parties will establish a PCG to be the main forum for the parties to communicate and engage regarding the Project, including monitoring progress, design development, and identify and discuss issues/concerns arising.
Project Delivery Program	It is important to QLDC that land is progressively developed within agreed timeframes. The Developer will need to work to an agreed programme that achieves the timely delivery of the Project. Extensions of time will be available in certain circumstances outside of the reasonable control of the developer. Extensions of time for adverse market conditions are contemplated, but will need to be substantiated. There will be separate longstop Milestone Dates for settlement and completion of Super Lots.
Land Payments	Payment for each Super Lot will comprise: • non-refundable deposit; and • Base land payment; and • Profit share payment (if any) The aggregate Deposit will be payable on signing of the Development Agreement. The Base land payment is anticipated on settlement/title transfer of the relevant Super Lot. Any Profit share will be payable on completion of the relevant Super Lot, and sale of completed product.

MATTER	COMMERCIAL PRINCIPLE
Land Transfer Method	QLDC will transfer title to Super Lots subject to the Developer meeting prerequisites in relation to design, funding, delivery timetable and consents, and also appropriate progress on any lots already under development.
Security	The Developer must provide guarantor security for the performance of its obligations under the Development Agreement, including: • Payment of the purchase price; • Delivery of the Project; and • Achievement of development milestones QLDC's security requirements will depend on the Developer's project structure and financial terms.
Design Approvals and Modifications	The Developer will progressively develop design for each Super Lot/Stage and obtain QLDC approval of such plans. Modifications to agreed plans and programme(s) will follow an approval process, with proposed changes being assessed against the Project Objectives and Material Outcomes. Disagreements will be resolved through a formal process.
QLDC Works	QLDC will be undertaking certain infrastructure and services works at its cost. Design of public space will be agreed with the Developer.
Project Consents and Construction of Works	All regulatory consents and/or approvals required, including under the Resource Management Act 1991 and the Building Act 2004, will be the responsibility of the Developer, except for those consents that will be sought by QLDC. The Developer will be required to undertake the Project at its own cost and risk.
Termination Rights	Each party will have a right to terminate for a material default by the other. Material default is expected to include, but not be limited to, a financial default and in relation to the Developer, failure to achieve Key Milestones, an insolvency event, H&S breaches.
Overseas Investment Act Consent	The Overseas Investment Act 2005 (OIA) and the Overseas Investment Regulations 2005 regulate foreign investment in New Zealand. Overseas persons as defined in the OIA who propose to acquire, or acquire control of, "sensitive land" and/or "significant business assets" (as defined in the OIA) in New Zealand will need to apply to the Overseas Investment Office (OIO) for consent under the OIA. Some or all of the Super Lots in the Lakeview Precinct are, or are likely to, constitute "sensitive land" for the purposes of the OIA, particularly given the recent passing of the Overseas Investment Amendment Act 2018 which brings residential land within the scope of the OIA. Any Respondent that is an "overseas person" for the purpose of the OIA will need to obtain consent under the OIA to acquire any interest in such sensitive land. Respondents should obtain specific advice as to their status under the OIA and the application of the OIA to the acquisition of the Super Lots within the Lakeview Precinct. QLDC will not accept a condition in any final development agreement relating to obtaining consent under the OIA. Accordingly, QLDC suggests that any Respondent that is an overseas person for the purposes of the OIA should apply for OIA consent during the course of the RFDP process so that should it be selected as the preferred Developer, it will be in a position to obtain OIO approval prior to entering into a formal development agreement with QLDC. As part of the Response Requirements, Respondents must advise whether they are an overseas person for the purposes of the OIA and provide full details of its process to obtaining OIO consent, including a copy of its application for consent, correspondence with the OIO regarding the application, and copies of any draft or final consent conditions. QLDC will prepare a Vendor Information Form as required. The OIA requirements may be a topic for discussion in the Interactive Workshops.

WORKING ASSUMPTIONS

For the purposes of preparing your submission the following working assumptions are to be made:

ASSUMPTIONS ON THE NEW ARTERIAL

QLDC has recently undertaken a masterplanning process for central Queenstown which includes a number of urban design elements and the review of options for a town centre arterial road adjacent to the Lakeview Precinct. Information regarding these elements is available in the data room. The land required to complete the New Arterial is being retained by QLDC; the Super Lots will not be affected. The New Arterial included in the detailed business case (completion scheduled for June 2019) remains subject to funding approval, so Respondents should not assume that this will occur.

DEVELOPMENT CONTRIBUTION CREDITS

In assessing development contributions, QLDC takes into account any historic entitlements. In the case of the new Super Lots there is a modest credit for water supply, wastewater, storm water, reserves, community facilities and transport relating to the existing motel units and residential cabins. Details are available in the data room.

VACANT POSSESSION/CAMPGROUND/CABINS

QLDC will provide vacant possession of the Super Lots on settlement. Existing leases (campground and cabins) will be terminated by QLDC in accordance with their terms.

ADJACENT DEVELOPMENT

QLDC is working with several landowners undertaking developments on land adjacent to and within the Lakeview Precinct:

- Well Smart proposal for the development of a five star 140 room hotel on land fronting Thompson Street and Lots 10 and 11 of the Lakeview Precinct.
- Proposal for the development of a three to five star 393 room hotel on land fronting Cemetery Road and Brecon Street.
- QLDC and Ngāi Tahu Tourism are parties to a heads of agreement under which Ngāi Tahu Tourism is proposing to develop a commercial hot pool operation to be located on QLDC administered reserve land within the Lakeview Precinct adjoining Lot 12. The intention is to develop a commercial hot pool operation offering bathing, spa and wellness experiences intimately set within an inspirational environment. QLDC is currently in negotiation with Ngāi Tahu Tourism on the terms of a ground lease. These negotiations are ongoing and if concluded, the lease will require the approval of Council under the Reserves Act. If concluded, the commercial agreements between the parties will include an iterative design process with QLDC approval rights leading up to the consenting stage.

Further information is available in the data room. Respondents should be aware of these projects but note that there is no certainty any of these will proceed as currently planned.

RESERVE LAND

QLDC has shaped and located the reserves within the Lakeview Precinct in a way that aligns with the contemplated urban development. Uses of the Lakeview reserve land include the Queenstown Lakeview Holiday Park, the proposed Ngāi Tahu Tourism hot pools development and a market square or plaza located at the centre of the Precinct. One parcel of reserve land (Lot 9 circa 8,240 sq.m) is currently being used for residential purposes which is inconsistent with the Reserves Act. QLDC intends to rectify this inconsistency as part of the overall development programme to align proposed activities on the reserve land with its reserve classification.

The QLDC District Plan currently designates reserves with a range of generic management options. In relation to the reserve areas at Lakeview, the reserves will be managed by way of a specific reserve management plan formulated in accordance with s 41 of the Reserves Act. That process includes consultation, submissions from members of the public and a public hearing.

RESPONSE REQUIREMENTS

A Development Proposal submitted in response to this RFDP must contain/address these Response Requirements. A checklist of response requirements is provided in the Data Room to assist Respondents with tracking completion.

DESIGN

1. A design statement that clearly demonstrates an appreciation of the design context, the development opportunity and describes and illustrates the proposed design response. This is to include the following as a minimum:
    a. Statement of design philosophy.
    b. Context analysis and summary of identified design and development considerations/opportunities.
    c. Overview of urban design outcomes achieved (built form and public realm).
    d. Explanation of site access, traffic and transport response.
    e. An assessment of the proposed design against the Project Objectives.
    f. Identification of any design elements that could be viewed as being inconsistent with Project Objectives and the rationale for their inclusion.
    g. Identification of any design elements that are inconsistent with the underlying zoning.
    h. A 3D computer massing model of the proposed development and surrounds.
    i. Plans and drawings that include, as a minimum:
    - A site plan (scale 1:1000) demonstrating how the proposed design interfaces with the surrounding streets and public spaces.
    - A set of plans (scale 1:500), elevations and sections of the proposed design. Access (pedestrian and vehicle) points throughout the sites and circulation should be identified.
    - A selection of perspectives that illustrate the design response; the purpose is to illustrate the urban design response, demonstrating how the scheme sits within its urban context. It is not required to be fully architecturally detailed but should display a level of articulation above basic geometry and massing). This should include:
        - Three overall development views showing the site in its immediate context (including approx. 2 additional blocks on each side) as viewed from the South, North & East. The viewpoint altitude shall be approx. mid-point horizon to the zenith i.e. 45 degrees.
        - A minimum of eight street / ground level perspective views which capture essential design principles, building relationships and relationship to site. The approximate position of these perspectives is shown Appendix D.
2. Schedules of Accommodation and Area Data Sheets providing indicative gross floor area, net floor area, unit numbers, unit sizes, typology, bedroom configuration and car parking numbers, by floor and by building.

DELIVERY

3. Governance: Proposed Project Governance Structure including proposed terms of reference for the Project Control Group.
4. Development management: Particulars of the proposed project team including consultants (design and other) and key contractors including a brief biography with credentials for each key member of the team, their role on the Project team and the stages of the Project during which the member will be involved.
5. Sales & Marketing: A sales & marketing strategy including target markets and evidential basis or rationale used to support or develop the strategy, by site or stage as appropriate.
6. Programme: A graphical staging plan (3D massing model time lapsed) together with a Gantt chart (or similar) setting out the proposed delivery programme by stage and which addresses (by stage as relevant):
    - Design development
    - QLDC design approval
    - Consenting (resource, building)
    - Marketing and pre-sales
    - Construction
    - Completion
    - Any other key activities and milestones over the life of the Project.
7. Construction Management & Procurement:
    - Proposed development/construction staging and rationale;
    - Site management and access having regard to neighbouring uses;
    - Supply chain management, including approach to contractor procurement and involvement with specific commentary on any strategies proposed to address perceived market constraints; and
    - Your preferred infrastructure delivery programme, having regard to the programme options proposed by QLDC together with any changes you propose, rationale and key interdependencies.
8. Project risk register: A Project risk register which identifies key risks to completion together with identified mitigation strategies. This should cover market, consent and construction risks. The risk register should be specific (i.e. not simply a list of generic development risks) and highlight those matters which are particularly pertinent to the scheme proposed.

FINANCIAL

9. Contracting entity (the entity that will be entering into the Development Agreement): The contracting entity's legal status (limited liability company, partnership, JV etc.), and whether it has existing operations or is a special purpose vehicle.
10. Consortium members: List of all consortium members, their role on the project, their financial interest and the nature of their control (voting etc.).
11. Structure diagram: Showing the legal relationship between the contracting entity and its owners (including any intermediary entities), as well as any funders (including debt and equity), guarantors, and/or providers of security.
12. Financial capacity: Explain how the financial obligations of the contracting entity will be supported through the ownership structure. In particular, please demonstrate how and to what level the contracting entity will be capitalised when the development agreement is entered into. It is QLDC's expectation that on execution of the development agreement the contracting entity will be able to provide evidence that it has access to equity equivalent to between 25% and 35% of the total development cost of stage one. This may comprise the entities balance sheet capacity, cash, letter of credit or evidence of committed but uncalled capital.

COMMERCIAL

13. Derogations: Table of proposed amendments to the Development Agreement, categorised as to priority, using the derogation template provided in the data room.
14. Land payment: Proposed land payment for each Super Lot or stage using the price response template provided in the dataroom.
15. Super Profit Margin: Proposed preferred margin to be applied for the purposes of calculating Super Profit in accordance with the Development Agreement using the price response template provided in the dataroom.
16. Financial feasibility: QLDC requires that the Respondent submit a live Microsoft Excel based feasibility model for the Project which includes a completed (live linked) version of the Feasibility Pro Forma provided in the data room,
17. Overseas Investment consent: Respondents are to confirm whether they are an Overseas Person for the purpose of the OIA, and if they are, provide:
    - The application for consent;
    - Any correspondence received from OIO;
    - Confirmation as to timing for anticipated consent.

EVALUATION CRITERIA

The Evaluation Criteria which Development Proposals will be assessed against is set out in the table below, referencing both 'headline' and 'sub' criterion. For the purposes of this RFDP, only the weightings for headline criteria are stated, however the sub-criteria are listed in order of priority (with reference to the headline criteria to which it pertains).

Respondents should note that while sub-criteria are generally listed in the order of priority under each headline criterion, some listed consecutively may carry equivalent weightings (or may be significantly different).

<table>
<tr><th colspan="2">EVALUATION CRITERIA</th></tr>
<tr><td colspan="2">Financial Bona Fides (5%)</td></tr>
<tr><td>1</td><td>The Respondent must complete all Schedules in full (Appendix A) in order for the bid to be considered a complying bid.</td></tr>
<tr><td>2</td><td>The Evaluation Panel will consider as part of its broader assessment of the criteria the extent to which the information provided demonstrates, to QLDC's satisfaction, that:
• The Respondent has the financial capacity to fund and deliver the proposed scope of its submission; and,
• The contracting entity and/or its directors and guarantors are credit worthy and of suitable standing.
• A Respondent must score at least half of the marks available (i.e. 2.5% of 5%) for this criterion in order to be considered for selection as the Developer.</td></tr>
<tr><td colspan="2">Design Response (23%)</td></tr>
<tr><td>3</td><td>The quality of the overall design response from an urban design perspective with reference to the plans, sections, elevations and perspectives.</td></tr>
<tr><td>4</td><td>The extent to which the design statement demonstrates an appreciation of the context/opportunity including the Queenstown Town Centre Masterplan.</td></tr>
<tr><td>5</td><td>Confirmation of the intent to align with the stated objectives and desired outcomes (or acceptable justification for perceived departures).</td></tr>
<tr><td>6</td><td>Capability and track record of the design team.</td></tr>
</table>

EVALUATION CRITERIA

Delivery (22%)	
7	Whether the proposed procurement strategy is likely to deliver value for money; and whether the initial thinking in respect of development and construction management (and staging) demonstrates an understanding of the surrounding context and adjoining uses.
8	Suitability of the proposed delivery programme having regard to achievability, staging and integration with surrounding development context.
9	The extent to which the sales and marketing strategy demonstrates a clear understanding of the target markets, is well reasoned and supportable and appears complementary to Queenstown and the Project Objectives.
10	Whether the project delivery team structure appears suitable for a project of this nature and whether the individuals assembled have the appropriate skill sets and capacity to collectively deliver the project.
11	How well the Respondent has considered and identified potential project risks and the extent to which the Respondent has identified mitigation strategies.
Price & Commercial Offer (50%)	
12	The NPV of the land payment.
13	Perceived commercial risk, including the extent to which the proposed land payments are conditional, the nature of those conditions and when these are expected to be satisfied in the context of the overall contracting and delivery programme.
14	The nature and extent of proposed derogations to the development agreement and whether they are consistent with the Project Objectives.
15	Whether the feasibility analysis for the Project has been correctly prepared, using evidenced assumptions.

PROBITY AUDITOR

An independent probity auditor has been appointed to oversee the RFDP process (up to contract award) and verify that the procedures set out in the RFDP documents are complied with. The probity auditor is not a member of the QLDC Evaluation Team. A Respondent concerned about any procedural issue has the right to contact the probity auditor and request a review. The outcome of any such review will be documented with copies sent to both the Respondent who raised the issue and to QLDC. The name and contact details of the probity auditor are as follows:

Bill Inglis
McHale Group
Level 1, 187 Featherston Street
PO Box 25103
Wellington 6146
Phone: (04) 496 5583
Bill.inglis@mchalegroup.co.nz

APPENDIX A - COMPLIANCE SCHEDULE

ANTI-COLLUSION WARRANTY

I/we warrant that my/our Development Proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor or other Respondent to this RFDP, other than:

(a) where certain joint venture arrangements exist between me/us and a competitor;

(b) where I/we and a competitor have an agreement that has been authorised by the Commerce Commission; and

(c) where I/we has/have communicated with a competitor for the purpose of subcontracting a portion of the Project, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract.

In such a situation, I/we agree to fully disclose to QLDC the full nature and extent of any agreements with competitors.

In the event that no such disclosure is made, I/we warrant that my/our Development Proposal has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor or other Respondent to this RFDP regarding:

(d) prices;

(e) methods, factors or formulas used to calculate prices;

(f) the intention or decision to submit, or not submit, a response;

(g) the submission of a Development Proposal that is non-conforming;

(h) the quality, quantity, specifications or delivery particulars of the products or services to which this RFDP relates; and/or

(i) the terms of the Development Proposal.

I/We acknowledge that if QLDC accepts my/our Development Proposal and completes any contract, QLDC will do so in reliance of this warranty.

Signature	
Name and title	
Organisation	
Contact details	
Date	

CONFLICT OF INTEREST DISCLOSURES

A conflict of interest is a situation in which a participant could gain (or be seen to gain) an unfair advantage through an association with an individual or organisation. Associations include financial, personal, professional, family-related or community-related relationships.

- An actual conflict of interest is where there already is a conflict.
- A potential conflict of interest is where the conflict is about to happen or could happen.
- A perceived conflict of interest is where other people might reasonably think there is a conflict.

The responses below must take into account all organisations associated with this RFDP (including subcontractors).

QUESTION	DETAILS
Does any person in your organisation have a close friend or relative who is (or could be) involved in any evaluation or decision-making relating to this procurement process? ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Has any person in your organisation recently offered any special discounts, gifts, trips, hospitality, rewards or favours to any person involved in any evaluation or decision-making relating to this procurement process? (e.g. free travel, free samples for personal use) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Does any person involved in any evaluation or decision-making relating to this procurement process have a financial interest in your organisation? (e.g. the person is an employee of, or a shareholder in, your organisation) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Are you aware of anything that might give the appearance that any person involved in the evaluation stage or decision-making stage of this procurement process is biased towards or against your organisation? (e.g. the person has used your organisation's corporate box) ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.
Is there anything else that we should know? ☐ Yes ☐ No ☐ Potential ☐ Perceived	If you selected "Yes" or "Potential" or "Perceived", please insert details.

DECLARATION

I/we declare that by submitting the Development Proposal:

- the information provided including the Conflict of Interest Disclosure is true, accurate and complete and not misleading in any material respect
- the Development Proposal does not contain intellectual property that will breach a third party's rights
- I/we have secured all appropriate authorisations to submit this Development Proposal, to make the statements and to provide the information in the Development Proposal and I/we am/are not aware of any impediments to enter into a development agreement to deliver the Development Proposal.
- I/we agree to notify QLDC as soon as possible of any conflicts of interest that arise (or could arise) in the future.
- the Development Proposal will remain open for acceptance for 12 calendar months from the deadline for responses.
- I/we have read and agreed to the RFDP Terms and Conditions.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the response may result in the Development Proposal being eliminated from further participation in the RFDP process and may be grounds for termination of any contract awarded as a result of the RFDP.

By submitting a Development Proposal in response to this RFDP the person named below represents, warrants and agrees that he/she has been authorised by the Respondent to make this declaration on its/their behalf.

Signature	
Name and title	
Organisation	
Contact details	
Date	

APPENDIX B: RFDP TERMS AND CONDITIONS

1. Acceptance of terms and conditions

1.1 By submitting a Development Proposal in response to this RFDP, the Respondent is deemed to have accepted the terms and conditions set out in this RFDP. Any additional terms and conditions set out in the Respondent's response will not necessarily apply and will be subject to negotiation with QLDC if the Respondent is successful.

1.2 If there is any conflict or inconsistency between the terms and conditions set out in this RFDP and the terms contained in a Respondent's response, the terms and conditions set out in this RFDP shall prevail.

2. Status of RFDP

2.1 This RFDP is closed and has been issued solely to Respondents shortlisted by QLDC through the EOI process.

2.2 The Respondent acknowledges and agrees that this RFDP is not a contractual offer, but merely an invitation to Respondents to submit a Development Proposal, which will be governed by the terms and conditions of this RFDP.

2.3 Nothing in the conduct of this RFDP process obliges QLDC to enter into any contract or further agreement with any Respondent in relation to the Project that is the subject of this RFDP, unless and until that Respondent has received written notification from QLDC of the acceptance of its Development Proposal and QLDC and the successful Respondent have negotiated and executed a development agreement in respect of the procurement of the Project.

3. Confidentiality and announcements

3.1 Respondents acknowledge that QLDC must comply with the Local Government Official Information and Meetings Act 1982 and all disclosure/information requests arising from any other local government process, rules of procurement, and/or enactment or rule of law (Disclosure Obligations).

3.2 If a Respondent wishes to protect specific information, it may mark it as "Commercial: In Confidence". It is not acceptable that the entire response be marked as such. QLDC will consider such indications when meeting its Disclosure Obligations. QLDC cannot, however, guarantee that information marked "Commercial: In Confidence" can or will be protected if QLDC receives a request for information pursuant to a Disclosure Obligation or is otherwise obliged by law to disclose such information.

3.3 Each Respondent agrees to keep the content of this RFDP and all documentation or other information provided by or on behalf of QLDC strictly confidential and may only disclose such RFDP information to persons directly involved in the RFDP process on its behalf, and only for the purpose of participating in this RFDP. The Respondent must take reasonable steps to ensure that such recipients do not disclose RFDP information to any other person or use such information for any purpose other than responding to the RFDP.

3.4 Should it be found that a Respondent has disseminated information in breach of this RFDP and without prior written approval of QLDC then the Respondent may be removed from the RFDP process and QLDC may seek remedies available to it.

3.5 Respondents receiving this RFDP and any associated documents must not make any public statement in relation to the Project, this RFDP, the RFDP process, their Development Proposal, or the Respondent's participation in the RFDP process, without QLDC's prior written consent.

3.6 No advertisement or other information relating to the Project, this RFDP, the RFDP Process, response to the RFDP or any contract that may arise out of it shall be published in any media without the prior written approval of QLDC.

4. Enquiries and Communications

Communications with QLDC

4.1 All communications relating to this RFDP process must be directed by email only to the QLDC Contact Person (or such other contact who may be appointed by QLDC from time to time). Communication regarding the data room information must be sent to the data room email address. Respondents must not contact QLDC in relation to this RFDP other than in accordance with these terms and conditions.

4.2 QLDC is not bound by any statement, written or oral, made by any person regarding this RFDP or the procurement process other than QLDC's Contact Person. QLDC's Contact Person is the only person authorised to make representations or explanations regarding this RFDP document or the procurement process.

Communications with Respondents

4.3 QLDC will not communicate with any Respondent except in the following circumstances:

- clarification of information in this RFDP by Respondents (only prior to the Questions Closing Date);
- notifying Respondents of any change in the RFDP process;
- seeking clarification of submitted Development Proposals;
- conducting interactive workshop meetings with any of the Respondents;
- negotiating with the preferred Respondent(s); and
- informing Respondents of the outcome of the RFDP process.

Additional Information and Clarifications

4.4 All requests for clarification or further information must be made in writing and in accordance with these terms and conditions and be received by the time and date given in this RFDP. Any requests received after this time and date may or may not be responded to, at QLDC's sole discretion. Any clarification or further information will, in general, be provided to all Respondents by way of written notice. All such notices issued will become part of this RFDP.

4.5 Questions and answers which QLDC deems are important to the RFDP process may be provided to all Respondents.

4.6 QLDC is not bound by any statement, written or oral, made by any person other than QLDC's Contact Person.

5. Collection of Information

Reference checks

5.1 Each Respondent authorises QLDC to collect any information from the Respondent (including from any personnel referred to in the Development Proposal) and relevant third parties (such as referees) and to verify any information included in the Development Proposal or disclosed to QLDC in connection with the Development Proposal, and use that information as part of its evaluation of the Respondent's Development Proposal.

Quality control

5.2 During QLDC's assessment of Development Proposals submitted by Respondents pursuant to this RFDP, audit and quality assurance checks may be carried out as part of QLDC's risk management process. QLDC may seek further information on any issue from sources other than those supplied by the Respondent in its Development Proposal.

5.3 Respondents consent to QLDC undertaking audit and quality assurance checks as part of QLDC's risk management process and agree to provide QLDC with such assistance as QLDC may reasonably require.

6. Canvassing

6.1 Communications may only be made through QLDC's Contact Person. Respondents must not approach or canvass any other QLDC employees, contractors, consultants or anyone who has a direct working relationship with QLDC. Any Respondent who does so, either directly or indirectly, may be considered in breach of the RFDP terms and conditions and may be disqualified from the RFDP process.

7. Acceptance of gifts

7.1 Gifts, inducements, promotional products, services and so on will not be accepted by QLDC, its employees, agents, consultants or contractors at any time during the RFDP process.

7.2 Any Respondent attempting to provide gifts, inducements, promotional products, services and so on to any of QLDC's employees, agents, consultants or contractors may be disqualified from the RFDP process.

8. Conflicts of interest

8.1 As part of its response to this RFDP, each Respondent must complete the Conflict of Interest Disclosure in the form set out in Appendix A.

8.2 Each Respondent must disclose any actual, potential or perceived conflict of interest (including personal and financial) in relation to the matters covered by this RFDP and the Project, and state how it would mitigate these. A conflict of interest may be:

- actual: where the conflict currently exists,
- potential: where the conflict is about to happen, or could happen, or
- perceived: where other people may reasonably think that a Respondent or QLDC is compromised.

8.3 It is essential that any such conflicts be declared, even if the Respondent considers them to be of no significance.

8.4 QLDC reserves the right not to proceed any further with its evaluation, or not to select a Respondent, or to negotiate with a Respondent with respect to the management or mitigation of any conflict of interest, if, in its sole discretion, QLDC determines the conflict of interest, or the management of it, is not acceptable or has not been properly disclosed.

9. Anti-collusion

9.1 As part of its response to this RFDP, each Respondent must complete and sign the Anti-Collusion Warranty in the form set out in Appendix A.

10. Ownership of intellectual property of RFDP and response documents

10.1 The content of this RFDP, and all documentation or other information provided by or on behalf of QLDC, is and shall remain the property of QLDC. QLDC only grants the Respondent a limited, revocable, and non-exclusive license to use the information provided in this RFDP for the sole purpose of submitting the Development Proposal and not for any other purpose.

10.2 The Development Proposals submitted to QLDC in response to this RFDP shall be retained by QLDC. Intellectual property in a Respondent's Development Proposal will not pass to QLDC. However, by submitting a Development Proposal, each Respondent licenses QLDC to use, copy, adapt, modify and reproduce its Development Proposal for the purpose of evaluating its Development Proposal and any resulting negotiation.

11. Information provided by Respondent complete and accurate

11.1 QLDC will rely on information provided by each Respondent at all stages of the RFDP process. It is anticipated that information provided during the RFDP process will form part of the final contract if a successful Respondent is selected. By submitting a Development Proposal, each Respondent warrants that all information provided by it to QLDC, in or in relation to its Development Proposal, is complete and accurate in all material respects, is not misleading, and that in preparing the Development Proposal all reasonable skill and care has been exercised. Each Respondent also warrants to QLDC that the provision of that information to QLDC, and the use of it by QLDC for the evaluation of its Development Proposal and for any resulting negotiation, will not breach any third party intellectual property rights.

11.2 Any assumptions or interpretations a Respondent makes with respect to this RFDP or its Development Proposal must be clearly identified and stated.

11.3 QLDC is under no obligation to check any Development Proposal for errors. Acceptance by QLDC of a Development Proposal that contains errors will not invalidate any contract that may be negotiated on the basis of that Development Proposal.

12. Respondents to inform themselves

12.1 Unless expressly agreed to the contrary in writing, QLDC makes no representation and gives no warranty, whether express or implied, as to the accuracy or completeness of any information it has or will provide in connection with the RFDP process, including any information provided via the data room. Respondents will be responsible for verifying the accuracy and adequacy of the information supplied by or on behalf of QLDC and shall undertake all such further investigations as they consider appropriate. QLDC accepts no liability on account of errors in any statements made or data provided in the course of response preparation, within the RFDP itself, including via the data room, or during subsequent negotiations and each Respondent must rely on its own inquiries.

12.2 The Respondent in submitting its Development Proposal, warrants and undertakes to QLDC that it has:

(a) examined this RFDP and all documents referenced by the RFDP (if any) and any other information made available by QLDC to the Respondents;

(b) identified and obtained any additional information it may require to design and cost its Development Proposal which meets QLDC's requirements;

(c) considered all the risks, contingencies and other circumstances that may have an effect on its Development Proposal; and

(d) satisfied itself as to the correctness and sufficiency of their Development Proposal including the pricing structure offered and that the Development Proposal will meet QLDC's requirements.

13. Cost of responding

13.1 Each Respondent shall be responsible for all costs associated with the preparation and submission of its Development Proposal pursuant to this RFDP including (without limitation):

(a) communications and/or negotiations with QLDC; and/ or

(b) meetings, interviews or presentations with QLDC; and/ or

(c) any additional information requested by QLDC; and/or

(d) obtaining any expert reports or other professional advice; and/or

(e) any contract negotiations or legal advice sought; and/or

(f) site inspections/visit (if any).

14. Rates/Pricing and GST

14.1 Rates and/or prices quoted in a Respondent's Development Proposal should be in New Zealand dollars and exclusive of Goods and Services Tax (GST), but inclusive of all other taxes and duties.

15. Non-conforming responses

15.1 Any Development Proposal which has incomplete schedules, is not correctly completed or has departures, exclusions, clarifications or qualifications can be considered by QLDC as a non-conforming response and may be rejected or considered in QLDC's sole discretion.

15.2 Respondents should provide full information to enable QLDC to properly evaluate any non-conforming Development Proposal. Respondents who have not supplied full information may not have their non-conforming Development Proposal reviewed.

15.3 In relation to any such non-conforming Development Proposal, QLDC may, at its sole discretion:

(a) evaluate and/or reject such Development Proposal;

(b) assign a price to any non-conformities (for the purpose of evaluation);

(c) request the Respondent to withdraw any non-conformities without adjustment to the submitted offer; or

(d) request the Respondent to withdraw any non-conformities, with adjustment to the submitted offer, provided that the adjustment is for an amount that would have been reasonably expected had the Development Proposal been submitted without that non-conformity.

16. Notification of RFDP outcome

16.1 QLDC will notify the Respondents of the outcome by the date set out in this RFDP.

16.2 QLDC will give public notice of the conclusion of entry into a development agreement with the Developer.

16.3 All Respondents will be notified of the outcome and the name of the successful Respondent (if any). Following notification, **a** debriefing will be available upon request from unsuccessful Respondents.

17. Exclusion of Council's liability

17.1 Nothing in this RFDP imposes any duty of care on QLDC and any such duty of care is expressly excluded.

17.2 Neither QLDC, QLDC's Contact Person nor QLDC's employees or agents will be liable in contract, tort, equity or in any other way for any damage (including a direct, indirect or consequential loss), loss or cost (including but not restricted to legal costs and response preparation costs) incurred by any Respondent in this RFDP process.

17.3 QLDC or its employees or agents are also not liable for any liability, damage, loss (including a direct, indirect or consequential loss), cost or expense (including but not restricted to legal costs and response preparation costs), arising from the cancellation, suspension, re-issuing or amendment of this RFDP or in relation to or in connection with any other course of action QLDC may follow or pursue relating to this RFDP.

17.4 While QLDC has made every effort to ensure the information and representation made or contained within this RFDP is correct, QLDC is not liable for any errors in fact, or reliance by any party or otherwise. Notwithstanding any other provisions in this RFDP, if QLDC is found to have any liability to the Respondents, on whatever basis, then QLDC's liability is, in all circumstances capped at $1.00.

18. Rights reserved by QLDC

18.1 Despite any other provision in this RFDP, QLDC reserves the right in its sole discretion to:

(a) reject all or any of the Development Proposals;

(b) not accept the lowest or the highest priced Development Proposal;

(c) accept or reject any late or non-conforming Development Proposal. Where QLDC accepts a late Development Proposal it will do so in accordance with good practice and consistency with any public law obligations;

(d) apply, or change, and give whatever weighting it wishes, to any policy or criteria relating to the participation in this RFDP or any subsequent process or evaluation of Development Proposals (including, without limit, to the evaluation criteria);

(e) consider accepting alternative Development Proposals;

(f) negotiate with any Respondent who submits a Development Proposal (to the exclusion of other Respondents) at any time and upon any terms and conditions;

(g) seek further details or clarification from a Respondent about any aspect of its Development Proposal, provided that QLDC will not be obliged to seek the same details or clarification from each Respondent;

(h) amend, suspend or withdraw all or any part of the RFDP or the RFDP process on written notice to all Respondents;

(i) alter any timelines and dates in the RFDP process on written notice to all Respondents;

(j) accept all or any part of any Development Proposal, unless specifically stated otherwise in a Development Proposal by the Respondent;

(k) undertake due diligence, including financial checks, relating to any Shortlisted Respondent at any time during the RFDP process;

(l) waive any irregularities or informalities in a Development Proposal or in the evaluation of Development Proposals or in the process for this RFDP; and

(m) do any other act or thing that QLDC reasonably sees fit in relation to this RFDP.

19. Capacity of Queenstown Lakes District Council

19.1 Queenstown Lakes District Council is undertaking this RFDP in its non-regulatory capacity as land owner. Nothing in this RFDP, any dealings of QLDC with a Respondent during the course of this RFDP process, or any subsequent development agreement that may be entered into by QLDC, in any way binds or will bind QLDC in its capacity as a regulatory authority. When acting in its regulatory capacity, QLDC is entitled to consider all applications to it without regard to this RFDP and the RFDP process and QLDC will not be liable to any Respondent or other party if, in its regulatory capacity, QLDC declines or imposes conditions on any consent or permission a Respondent or any other party may seeks for any purpose associated with the Lakeview Precinct and any Development Proposal.

20. Governing law

20.1 This RFDP is governed by New Zealand law and each Respondent submits to the non-exclusive jurisdiction of the New Zealand courts as to all matters relating to this RFDP.

GLOSSARY OF TERMS

TERM	DESCRIPTION
Developer	The successful Respondent selected by QLDC pursuant to this RFDP process that enters into the Development Agreement with QLDC to undertake the Project.
Development Agreement or DA	The development agreement to be entered into between QLDC and the Developer in order to implement the Project, the base form of which is included in the data room.
Development Proposal	A detailed development proposal for the development of the Super Lots submitted by a Respondent in response to this RFDP.
EOI	The Invitation for Expressions of Interest issued by QLDC in respect of the Lakeview Precinct on 20 February 2018.
Evaluation Criteria	The evaluation criteria for this RFDP to be used by the Evaluation Panel for the assessment of a Development Proposal.
Evaluation Panel	The panel appointed by QLDC which will evaluate the Development Proposals and recommend a successful Respondent.
Interactive Workshops	The interactive workshop meetings to be held between QLDC and each Respondent during the RFDP process.
Lakeview Masterplan	The QLDC masterplan for the Lakeview Precinct showing the Super Lot boundaries and public roads and reserve areas, a copy of which is provided in the data room.
Lakeview Precinct	The Lakeview Precinct comprising the Super Lots which are the subject of this RFDP.
Project	The progressive development of the Super Lots within the Precinct in a manner that achieves the Project Objectives.
Project Objectives	QLDC's objectives for the Project as described in this RFDP.
Queenstown Town Centre Masterplan	The QLDC masterplan for the future development of the Queenstown town centre, the component documentation of which can be found at www.qldc.govt.nz/your-council/major-projects/queenstown-town-centre/masterplan-document-hub/
Request for Development Proposals or RFDP	This Request for Development Proposals, together with any variations or addenda notified by QLDC.
Response Requirements	The specific requirements that must be addressed in a Development Proposal submitted by a Respondent, as set out in this RFDP.
Respondent	Each of the developer parties shortlisted by QLDC following the EOI process and invited to submit a Development Proposal.
Super Lots	The 8 Super Lots, with a total area of 3.09ha (more or less), which QLDC is seeking to have developed by the Developer.

APPENDIX C: INTERACTIVE WORKSHOP GUIDELINES

OVERVIEW

Interactive Workshop (IW's) are intended to raise the level of understanding of QLDC's requirements for Lakeview Precinct and, in turn, improve the quality of Development Proposals from the Respondents.

- IW's are not negotiation sessions.
- Responses provided and concepts presented at IW's will not form part of evaluation.
- There should be equitable and respectful dialogue between parties.
- Open two-way communication is critical to a successful IW. All representatives should interact positively with the other team.
- An IW should be conducted within a framework that ensures the principles of probity are adhered to.
- IW's are informed and non-contractual.

IW PROTOCOLS

1. IW's will be structured in a manner which will allow both QLDC (and its representatives) and Respondents to provide information, with each party able to ask questions as relevant. Respondents may:
    - Request feedback during IW's on issues relating to the preparation of their Development Proposals;
    - Ask questions to clarify specifics of the RFDP; and/or seek QLDC's (and its representatives) feedback as to whether a particular approach addresses the requirements of the RFDP (e.g. in the form of meets/does not meet requirements).
2. The overall purpose of the IW's is to provide clarity with regards to QLDC's requirements and expectations.
3. QLDC or its representatives will not indicate (or suggest) how a Respondent should comply with the RFDP, but rather whether it considers the Respondent's proposal aligns with requirements and expectations.
4. Comments should be framed in the context of QLDC's requirements as set out in the RFDP, noting that at times it may be appropriate to clarify the requirements of the RFDP, and the reasons behind QLDC's requirements, rather than simply referring Respondents back to the relevant documentation.
5. Feedback should not prescribe the content of proposals or lead Respondents to a particular solution. Respondents will need to form their own view of how to incorporate QLDC's feedback into its Development Proposal.
6. Respondents should not seek, and QLDC will not provide, outright endorsement, approval or evaluation of design concepts or other components of the Development Proposal.
7. In addition to responding to questions asked by Respondents, QLDC may indicate where it has concerns regarding designs or other information presented during IW's.
8. These concerns must be expressed however, in terms of the specific requirements of the RFDP (e.g. a Respondent may be asked how it believes the Development Proposal addresses the requirements of a particular section of the RFDP).
9. While QLDC and its representatives will endeavour to draw the Respondent's attention to an element of a Development Proposal that it considers may be inconsistent with the RFDP or fails to adequately meet QLDC's requirements, QLDC cannot (and will not) represent that every inconsistency or issue will be detected and/or commented upon.
10. QLDC and its representatives should express a collective view and avoid personal opinions. In responding to questions, QLDC shall ensure consistency of response.

11. QLDC and its representatives may decline to answer specific questions from a Respondent within an IW. In this case, QLDC should indicate why it considers answering the question is inappropriate.

12. If QLDC is unable to provide a full response to a question during the IW, the Respondent may elect to pose the question through the written clarification process.

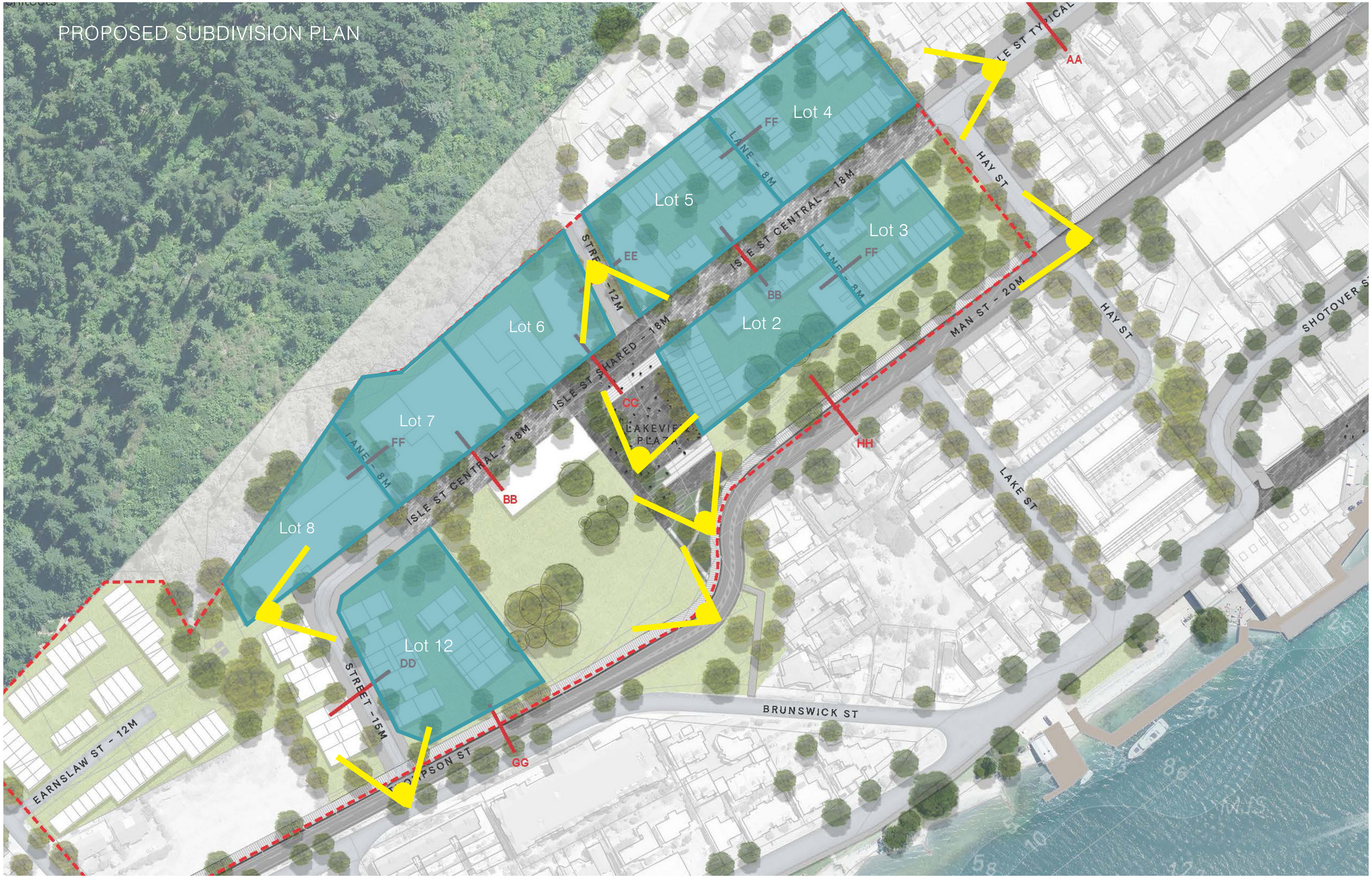
13. Commercial-in-Confidence and intellectual property material will be treated appropriately by QLDC to ensure that a Respondent's "competitive advantage" is protected.

14. Although the concepts/proposals presented by each Respondent will be different, the approach taken by QLDC and its representatives will be consistent. Under no circumstances will any discussion of the other Respondent's Development Proposals be permitted, and the QLDC participants in each IW will be specifically briefed to ensure that they do not inadvertently disclose information from another Respondent.

15. Respondents are permitted to submit (prior to a scheduled meeting, along with the associated agenda) drawings, plans or other documents for consideration. No material provided by the Respondent in the meeting should normally be left with QLDC. The Respondent is responsible for retrieving and removing all drawings and materials provided or created during and at the conclusion of each IW.

16. Breakout space should be made available at meetings so that representatives of either the Respondent or QLDC can have confidential discussions between themselves where the need arises.

APPENDIX D: ARCHITECTURE PERSPECTIVE



REQUEST FOR DEVELOPMENT PROPOSAL

CBRE

CBRE (Agency) Ltd
Licensed Real Estate Agent (REAA 2008)

LAKEVIEW
PRECINCT

QUEENSTOWN, NEW ZEALAND