

**APPLICATION AS NOTIFIED**

**Monterosa Estate (NZ) Limited  
(RM210184)**

**Submissions Close  
12<sup>th</sup> December 2022**

## **QUEENSTOWN LAKES DISTRICT COUNCIL**

### **SERVICE OF NOTICE / LIMITED NOTIFICATION**

**Service of Notice for Limited Notification of a Resource Consent application under Section 95B of the Resource Management Act 1991.**

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

Monterosa Estate (NZ) Limited

**What is proposed:**

Consent is sought under section 88 of the RMA to establish a residential building platform with the buildable area limited to 350m<sup>2</sup> on Lot 7 DP497681.

Consent is also sought under section 127 of the RMA to vary condition 12 of resource consent RM010388 to vary a covenant to allow future residential development on the proposed building platform to occur.

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

The subject site is situated at 37 Bluff Lane in the Gibbston Valley. The site that is the subject of this application is Lot 7 DP497681 held in Record of Title 735506.

**A full copy of this Limited Notified package is available for you to download on the following link:**

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM210184 as the reference <https://edocs.qldc.govt.nz/Account/Login>

**This file can also be viewed at our public computers at these Council offices:**

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

For any queries about this application or notification please contact Neil Harkin, Senior Planner by phone at 03 443 0006 or e-mail at [neil.harkin@qldc.govt.nz](mailto:neil.harkin@qldc.govt.nz)

Any person who is notified of this application, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

**If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:**

**12th December 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](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 (Monterosa Estate (NZ) Ltd) as soon as reasonably practicable after serving your submission to Council:

C/- Tim Williams  
Williams and Co  
[tim@williamsandco.nz](mailto:tim@williamsandco.nz)  
or PO Box 2135, Wakatipu. Queenstown 9371

#### QUEENSTOWN LAKES DISTRICT COUNCIL



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

**Date of Notification: 14<sup>th</sup> November 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](mailto:rcsubmission@qldc.govt.nz)  
[www.qldc.govt.nz](http://www.qldc.govt.nz)



APPLICATION FOR RESOURCE CONSENT OR  
FAST TRACK RESOURCE CONSENT

# FORM 9: GENERAL APPLICATION



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

**PLEASE COMPLETE ALL MANDATORY FIELDS\* OF THIS FORM.**

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



## APPLICANT //

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

\*Applicant's Full Name / Company / Trust:

(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?  
If 'yes' please provide information below

YES

NO



## 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 25m<sup>3</sup> per 500m<sup>2</sup>). Therefore the NES does not apply.

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

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



## OTHER CONSENTS // CONTINUED

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

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

Any other National Environmental Standard

Yes

N/A

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

Otago Regional Council

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

Yes

N/A



## INFORMATION REQUIRED TO BE SUBMITTED //

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

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

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

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

A site plan at a convenient scale.

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

An Assessment of Effects (AEE).

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



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



## PRIVACY INFORMATION

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



## FEES INFORMATION

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

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



## FEES INFORMATION // CONTINUED

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

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

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

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

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

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, [please call 03 441 0499](tel:034410499) and ask to speak to our duty planner.

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

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



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

Please reference your payments as follows:

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

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

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

- I confirm payment by:
- Bank transfer to account 02 0948 0002000 00 (If paying from overseas swiftcode is – BKNZ22)
  - 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;
- (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).

(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.

Information provided within the Form above

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

### 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

Assessment of Environmental Effects (AEE)

Computer Register (CFR)

Covenants &amp; Consent Notice

Affected Party Approval/s

Landscape Report

Ecological Report

Engineering Report

Geotechnical Report

Wastewater Assessment

Traffic Report

Waste Event Form

Urban Design Report



# RESOURCE CONSENT APPLICATION TO ESTABLISH A BUILDING PLATFORM

Monterosa Estate (NZ) Ltd

37 Bluff Lane

Gibbston Valley

March 2021

**WILLIAMS & CO.**

PLANNING / URBAN DESIGN / DEVELOPMENT

[www.williamsandco.nz](http://www.williamsandco.nz)

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## 1.0 THE APPLICANT AND PROPERTY DETAILS

<b>Site Address:</b>	37 Bluff Lane, Gibbston Valley
<b>Applicants Name:</b>	Monterosa Estate (NZ) Ltd
<b>Address for Service</b>	Monterosa Estate (NZ) Ltd c/- Tim Williams tim@williamsandco.nz Williams&Co.
<b>Site Legal Description:</b>	Lot 7 DP 497681
<b>Site Area:</b>	18.3ha
<b>District Plan Zoning:</b>	Gibbston Character Zone
<b>Brief Description of Proposal:</b>	Land use consent is sought to establish a building platform.  A variation to an existing s108(2)(d) covenant is also sought to provide for the building platform
<b>Summary of Reasons for Consent:</b>	Discretionary Activity

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

## List of Information Attached:

Appendix [A]	Computer Freehold Register & Consent Notice
Appendix [B]	Consent Order & Covenant
Appendix [C]	QLDC Correspondence
Appendix [D]	Non-object Covenants
Appendix [E]	NZTA Section 91 Notice
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Appendix [J]	Power Confirmation
Appendix [K]	Water Confirmation

## 2.0 SITE DESCRIPTION AND RECEIVING ENVIRONMENT

The subject site is located within the Gibbston Valley, occupying the land between Gibbston Back Road, Gibbston Highway and Nevis Bluff. The site is legally described as Lot 7 DP 497681. The Computer Freehold Register (CFR) for the site is attached as **Appendix [A]**. The relevant consent notice is also attached, **Appendix [A]** and is discussed further below.

Consent Notice 8702736.3 is relevant to this proposal. It details several requirements for future development on Lot 7 as follows:

2. In accordance with the terms of this Consent Notice the owner of the land for the time being must ensure:
  - (a) All future buildings and other structures constructed on Lot 7 shall be located to provide a minimum clearance distance of 8 metres from any transmission line conductor.
  - (b) All trees and vegetation planted on Lot 7 shall be selected and located to ensure that no part of that vegetation will encroach within a 4 metre clearance from Transpower's lines. The 4 metre clearance relates to vertical, horizontal and flying distance clearances and shall take account of the maximum swing and sag of transmission lines.
  - (c) All machinery and mobile plant operated on Lot 7 must maintain a minimum clearance distance of 4 metres from the transmission lines at all times.
  - (d) Buildings, structures and vegetation located on Lot 7 shall not be located to preclude existing 4 wheel drive access to the existing support towers on this lot.

There are a number of other conditions detailed in this consent notice but they relate to other lots within the subdivision.

Covenant 8702736.8 is a covenant registered in accordance with s108(2)(d) and the relevant component states:

1. *The owner of the land must not further subdivide or develop the Land except in accordance with the Consent and any variation to the Consent.*

RM010388 was the resource consent application approved via consent order that is relevant to this covenant condition. The consent order and associated conditions are attached **Appendix [B]**. Condition 12 is the relevant condition that required the registration of the covenant.

Condition 12 states:

*A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development.*

It is considered that given the wording of this condition restricting further residential development that a variation of Covenant 8702736.8 is required to provide for the identification of a residential building platform on Lot 7. Correspondence from QLDC confirming a variation is the correct process is attached **Appendix [C]**.

Several covenants are also registered and are relevant in terms of non-objection as follows:

Covenant 10078726.2 is a non-object condition on Lot 6 DP 400629. The agreed activities which cannot be objected to are any developments for vineyard purposes 'including...structures, buildings and other improvements. A copy of this covenant is contained in **Appendix [D]**.

Covenant 10099904.2 is a non-object condition on Lot 5 DP 400629. The agreed activities which cannot be objected to are the erection of a single residential dwelling provided it is more than 35 metres from the boundary of Lot 5 and suitably screened so that it is reasonably difficult to see from the building platform on Lot 5. A copy of this covenant is contained in **Appendix [D]**.



Figure 1: Aerial photo of subject site.

The site forms the wider working vineyard known as Monterosa Estate. Notably the site doesn't currently contain any buildings or dwelling requiring all vineyard work to be managed from off site.

An existing approved access from the State Highway is located where a gap in the vines currently exists and was anticipated to eventually contain a dwelling for the lot. Confirmation of the approval of this crossing has been provided from NZTA which identifies the crossing as CP4. A copy of the crossing authorisation is contained in **Appendix [E]**.

### 3.0 RESOURCE MANAGEMENT BACKGROUND

As discussed above RM010388 is relevant as it created the subdivision of which Lot 7 (the subject site) was a part of.

### 4.0 DESCRIPTION OF THE PROPOSED ACTIVITY

Consent is sought to establish a 1000m<sup>2</sup> building platform on the subject site utilising the existing approved crossing point from the State Highway and location within the vineyard that currently contains no vines.

The establishment of the platform and subsequent residential dwelling will assist with the ongoing management of the vineyard by providing accommodation and buildings on site which, as noted above, somewhat unusually for a working vineyard does not currently contain a dwelling. In this respect confirmation of the positive benefits and the need to establish a dwelling on site for the continued operation of the vineyard has been provided by Monterosa and is contained in **Appendix [F]**.

A landscape plan detailing the location of the building platform, driveway access and associated landscape planting is contained in **Appendix [G]**. A landscape assessment confirming the suitability of the proposed site to accommodate a platform has also been prepared and is contained in **Appendix [H]**.

In association with the identification of the building platform design controls are proposed as follows:

- Maximum building height of 4.5m
- Maximum Building coverage within the platform of 35%

It is noted the existing provisions of Chapter 23, particularly Standards for buildings (Rule 23.5.1) would also apply to the future dwelling and therefore controls the external materials, colours and reflectance requirements for the future dwelling.

It is noted some earthworks would be required for the formation of the driveway and mounds however given the flat nature of the topography the earthworks volumes and fill heights will not be exceeded.

#### Access & Servicing

Access to the building platform will be provided from the existing approved vehicle crossing CP4.

Onsite waste and stormwater is proposed with a report from GCL confirming the suitability of the ground for disposal and other geotechnical considerations contained in **Appendix [I]**.

Confirmation of power supply has also been provided from Delta and is contained in **Appendix [J]**.

Confirmation of water supply is detailed in the attached easement agreement for the wider subdivision **Appendix [K]**. Condition 4 confirms a supply is to be made available to Lot 7 if required therefore confirming suitable supply for a future dwelling within the platform.

#### Covenant Variation

A variation of Condition 12 of RM010388 is also sought to provide for the residential building platform and subsequent establishment of a dwelling on the site given this would be a permitted activity in accordance with Rule 23.4.4. The current condition as discussed above currently restricts residential development on the site.

Suggested amended wording for the conditions is as follows:

*A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development except as provided for by RMxxxxx.*

It is noted in terms of Consent Notice 8702736.3 (detailed above) the location and position of the platform is well away from the powerlines and therefore the proposed platform, landscaping and future dwelling would comply with the conditions relevant to the lot specified in the consent notice.

## 5.0 DESCRIPTION OF PERMITTED ACTIVITIES

NA

## 6.0 STATUTORY CONSIDERATIONS

### 6.1 Queenstown Lakes Proposed District Plan

The subject site is zoned Gibbston Character Zone and the proposed activity requires resource consent for the following reason:

- A **discretionary** activity resource consent pursuant to Rule 23.4.9 for the identification of a residential building platform not greater than 1000m<sup>2</sup>.

### 6.2 Resource Management Act 1991

An application under section 127 of the Act to vary an existing condition of RM010388, Condition 12 which states:

*A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development.*

This wording is proposed to be amended to reflect the addition of a residential building platform/future residential dwelling within the platform.

Suggested amended wording for the conditions is as follows:



*A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development except as provided for by RMxxxxx.*

### **6.3 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health**

N/A

Overall, the application is considered to be a **discretionary** activity.

## **7.0 PUBLIC NOTIFICATION ASSESSEMENT (SECTIONS 95A, 95C TO 95D)**

### **7.1 Assessment of Steps 1 to 4 (Section 95A)**

Section 95A specifies the steps the Council is to follow to determine whether an application is to be publicly notified. These are addressed in statutory order below.

#### **7.1.1 Step 1: Mandatory public notification is required in certain circumstances**

Step 1 requires public notification where this is requested by the applicant; or the application involves the exchange of recreation reserved land under s15A of the Reserves Act 1977.

The above does not apply to the proposal

#### **7.1.2 Step 2: If not required by step 1, public notification precluded in certain circumstances**

Step 2 describes that public notification is precluded where all applicable rules and NES preclude public notification; or a prescribed activity under section 360H(1)(a)(i).

Public notification is not precluded

#### **7.1.3 Step 3: If not required by step 2, public notification precluded in certain circumstances**

Step 3 describes that where public notification is not precluded by step 2, it is required if the applicable rules or NES require public notification, or if the activity is likely to have adverse effects on the environment that are more than minor.

As noted under step 2 above, public notification is not precluded, and an assessment in accordance with s95A is required which is set out in section 8.0 below. As described below, any adverse effects are anticipated to be no more than minor.

#### **7.1.4 Step 4: Public notification in special circumstances**

If an application is not required to be publicly notified as a result of any of the previous steps, then the council is required to determine whether special circumstances exist that warrant it being publicly notified.

The proposal is the establishment of a residential building platform with associated landscaping. Having regard to the above it is not considered that there is anything exceptional or outside the common run of applications that may be made of this nature in this location (and can be assessed on their merits), which would give rise to special circumstances.

## 7.2 Section 95D Statutory Matters

In determining whether to publicly notify an application, section 95D specifies a council must decide whether an activity will have, or is likely to have, adverse effects on the environment that are more than minor.

In determining whether adverse effects are more than minor:

- Adverse effects on persons who own or occupy the land within which the activity will occur, or any land adjacent to that land, must be disregarded.

The land to be excluded from the assessment is:

- Lot 12 DP 25190 and Lot 13 DP 341475 located across the State Highway, and
- Lot 6 DP 400629 and Lot 5 DP 400629 located adjoining the location where the platform is proposed

- Adverse effects permitted by a rule in a plan or NES (the permitted baseline) may be disregarded.

The identification of residential building platform is a discretionary activity and the establishment of a dwelling not located within a platform also requires consent as such the permitted baseline is not considered relevant. It is noted the access from the highway is already approved for residential access and therefore any adverse effects on the safety and efficient of the state highway can be disregarded .

- Trade competition must be disregarded.

This is not considered to be a relevant matter in this case

- The adverse effects on those persons who have provided their written approval must be disregarded.

N/A

## 8.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

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

### **8.1 If it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:**

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

## **8.2 An assessment of the actual or potential effect on the environment of the proposed activity.**

### Introduction

Subject to Part 2 of the Resource Management Act 1991, the Council in considering this application pursuant to Section 104(1)(a) of the Act, shall have regard to any actual or potential effects on the environment of allowing the proposed development to proceed.

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

- (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:*
- (b) any physical effect on the locality, including any landscape and visual effects:*
- (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:*
- (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:*
- (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:*
- (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.*

A detailed landscape assessment has been prepared and is contained in **Appendix [H]** that addresses a range of relevant landscape and visually amenity effects including relevant assessment matters and accordingly that assessment is relied upon for the purpose of addressing actual and potential landscape and visual amenity effects. The below provides a summary of those matters.

### **Effects on landscape character**

The modest nature of a future dwelling as specified by the 4.5m height limit and 35% site coverage along with its location within an existing cluster of development, whilst utilising an existing gap in the vines and existing vehicle access will ensure any potential adverse landscape character effects are minor.

As confirmed in the landscape assessment the proposed landscaping will assist to frame and visually absorb the future building within the landscape.

### **Effects on visual amenity**

The modest nature of a future dwelling as outlined above, but also the proposed location of the platform will ensure any adverse visual amenity effects are minor. The platform location is setback from the highway below a rock outcrop and against a backdrop of existing visible houses. The utilisation of an existing gap in the vines will also assist to ensure no new boundary lines or disruption to the vineyard occurs. This approach, combined with the form and type of planting along with the

ability to utilise an existing vehicle crossing will ensure elements are not introduced that are inconsistent with the existing pattern and topography, or reduce visual amenity values.

### **Design and density of development**

As discussed above the proposed building platform is located within a logical position where a dwelling has been anticipated, evidenced by the fact that no vines were planted in this location and an existing vehicle crossing from the highway was provided.

The location and ability to set the platform within an existing cluster but below existing houses will ensure it integrates with the existing pattern and density of development.

Any adverse effects in terms of design and density of development will be less than minor.

### **Cumulative effects of development on the landscape**

The landscape assessment has confirmed the building platform will not lead to adverse cumulative effects or the detriment of the open viticultural character of the landscape. Accordingly any adverse effects in terms of cumulative effects will be minor.

### **Other Factors and positive effects**

As confirmed by Monterosa (**Appendix [F]**) having a residence on site will greatly improve the security and efficient operation of the vineyard. Therefore, providing for a dwelling and someone to reside on the site will positively contribute to the continued operation and viability of the vineyard. Accordingly, the proposal is considered to enhance the character and protection of the working viticultural landscape by supporting the ongoing commercial operation of the vineyard.

Indigenous planting is proposed and will contribute to the enhancement of biodiversity values which will be a positive effect as identified by the assessment matters.

### Access

Access to the dwelling will be provided from an existing approved vehicle crossing CP4 as confirmed by the NZTA Crossing place authorisation (**Appendix [E]**). This approach will avoid any additional crossings or potential for traffic safety effects.

### Geo Technical & Servicing Matters

The geotechnical reporting (**Appendix [I]**) has confirmed the suitability of the site soils for wastewater and stormwater disposal and the suitability of ground conditions for a dwelling. Confirmation of power supply and capacity to provide water have also been confirmed **Appendix [J]** & **Appendix [K]**.

Accordingly, any adverse effects of servicing the building platform can be adequately provided for.

### Conclusion

Overall any adverse effects on the environment will be than minor.

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

N/A

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

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

N/A

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

In addition to the resource consent conditions anticipated, no other mitigation measures are necessary in addition to those incorporated into this proposal.

**8.6 Identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:**

Those properties located across the State Highway are considered sufficiently distanced from the proposed building platform location that any potential loss of amenity or privacy will be less than minor. In this respect properties across the highway are set down on a lower terrace closer to the river and therefore generally orientated away from the subject site. The location of the platform within an existing visible cluster and set against the rock bluffs will avoid any potential for a future house in the this location to look out of context with the pattern of development in this area.

Lot 6 DP 400629 – This property is located directly to the south of the subject site accessed from the common driveway known as Bluff Lane. The dwelling on this site is located on top of and setback from the rocky bluff area under which the proposed platform is located. Therefore this dwelling is elevated well above and back from the platform location. These locational attributes along with the height restriction, planting and use of an existing access separate from the access utilised by Lot 6 will ensure any adverse privacy, amenity or visual effects to this property are less than minor. It is noted a non-object condition exists to prevent Lot 6 from objecting in respect to some forms of built form development on the subject site. As discussed above it is unusual to have a working vineyard without any building on it and providing for a dwelling onsite will positively contribute to the ongoing viability of vineyard activity as anticipated by the subdivision and this non-object covenant.

Lot 5 DP 400629 – This property is located to the south east of the subject site. Similarly to Lot 6 it is accessed from Bluff Lane, is located within the elevated rock area and is located some distance and at a higher elevation to the subject site and proposed building platform location. Given these locational attributes it would be very difficult for occupiers on this site to see the future dwelling on Lot 7. Accordingly any adverse effects to this property are considered less than minor. It is noted a non-

object is registered on this property restricting it from objecting to a residential dwelling provided it meets certain matters. The location of the proposed building platform would mean the future dwelling would meet these requirements and therefore Lot 5 could not object.

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

No monitoring is required other than standard conditions of consent including management provisions.

**8.8 If the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).**

The proposed activity will have no effect on any customary rights.

## **9.0 NOTIFICATION CONCLUSIONS**

### **9.1 Public Notification Conclusion**

The applicant has not requested public notification of the application (s95A(2)(b)), no rule or national environmental standard requires public notification of the application (s95A(8)(a)), public notification is not required as it is found that the activity will result in minor adverse effects (s95A(8)(b) and there are no special circumstances that exist in relation to the application that would require public notification (s95A(9)(b)).

Therefore as per section 95A(9)(b) the application should not be publicly notified. Determination of the application under s95B is then to be made.

### **9.1 Limited Notification Conclusion**

Section 95B(1) requires a decision whether there are any affected persons (under s95E) in relation to the activity. The Council must follow the steps set out in s95B as follows:

**9.1.1 Step 1: Certain affected protected customary rights groups must be notified**

Step 1 requires limited notification where there are any affected protected customary rights groups or customary marine title groups, or affected persons under a statutory acknowledgement affecting the land.

The above does not apply to this proposal

**9.1.2 Step 2: If not required by step 1, limited notification precluded in certain circumstances**

Step 2 describes that limited notification is precluded where all applicable rules and NES preclude limited notification; or the application is for a controlled activity (other than the subdivision of land) or a prescribed activity under section 360H(1)(a)(ii).

The above does not apply to this proposal therefore limited notification is not precluded

#### 9.1.3 Step 3: If not precluded by step 2, certain other affected persons must be notified

Step 3 requires that where limited notification is not precluded under step 2 above, a determination must be made as to whether any of the following persons are affected persons:

In the case of a boundary activity, an owner of an allotment with an infringed boundary;

In the case of a prescribed activity under s360H(1)(b), a prescribed person; and

In the case of any other activity, a person affected in accordance with s95E.

The application is not for a boundary or prescribed activity, and therefore assessment in accordance with s95E is required as set out below:

*No persons are considered affected by the proposed activity.*

*This has been outlined in detail in Section 8.6*

#### 9.1.4 Step 4: Further notification in special circumstances

In addition to the findings of the previous steps, the council is also required to determine whether special circumstances exist in relation to the application that warrant notification of the application to any other persons not already determined as eligible for limited notification.

Having regard to the assessment in section 7.1.4 above, it is considered that special circumstances do not apply.

## 10.0 SECTION 104 (1)(b) ASSESSMENT

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

- QLDC Proposed Plan

### 10.1 Proposed Plan

Relevant objectives and policies are contained within Chapter 23 Gibbston Character Zone

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

Relevant policies include:

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

*23.2.1.5 avoid or mitigate adverse effects of development on the landscape and economic values of the gibbston Character zone and wider gibbston Valley.*

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

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

The proposal is considered to align with these policies and promote this objective by providing for a modest future dwelling whilst continueing to support the ongoing viticultural use and activity on the site therefore positively contributing to the economic values of the Gibbston Character zone and wider valley.

The proposed location will avoid adverse effects by locating the platform within a gap in the vineyards within an existing cluster of development utilising an existing approved access - therefore being located within area of the landscape with the ability to absorb change. The location will avoid future built form on any skyline, ridge, hill or prominent slope.

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

Relevant policies include:

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

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

The proposed platform will positively contribute to the continued viticultural land management and therefore viticultural values of the Gibbston Character Zone. The proposed landscaping will positively contribute to biodiversity values whilst the utilisation of a gap in the vines will ensure vegetation cover will be maintained and enhanced.

Access to the future the platform and future dwelling will be via an existing approved crossing point therefore avoiding any changes or adverse effects on the safe and efficient movement of traffic on the State Highway.

## Conclusions

The proposal is consistent with and gives effect to the relevant provision of the Gibbston Character Zone



## **11.0 AN ASSESSMENT OF THE ACTIVITY AGAINST MATTERS IN PART 2**

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

## **12.0 CONCLUSION**

Consent is sought to establish a building platform on the site.

The activity is assessed as a discretionary activity.

The actual and potential effects on the environment have been outlined in Section 8 of this report where it is concluded that the proposed activity is not likely to have any adverse effects on the environment that are more than minor. In addition those persons considered to be potentially adversely affected have provided their written approval.

The proposed development is consistent with the relevant objectives and policies of the District Plan and meets the purpose and principles of the Resource Management Act 1991.

Overall, and in accordance with the assessment contained in this report, it is requested that the proposed development is granted as proposed.



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



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **735506**  
**Land Registration District** **Otago**  
**Date Issued** 15 September 2016

**Prior References**  
401353

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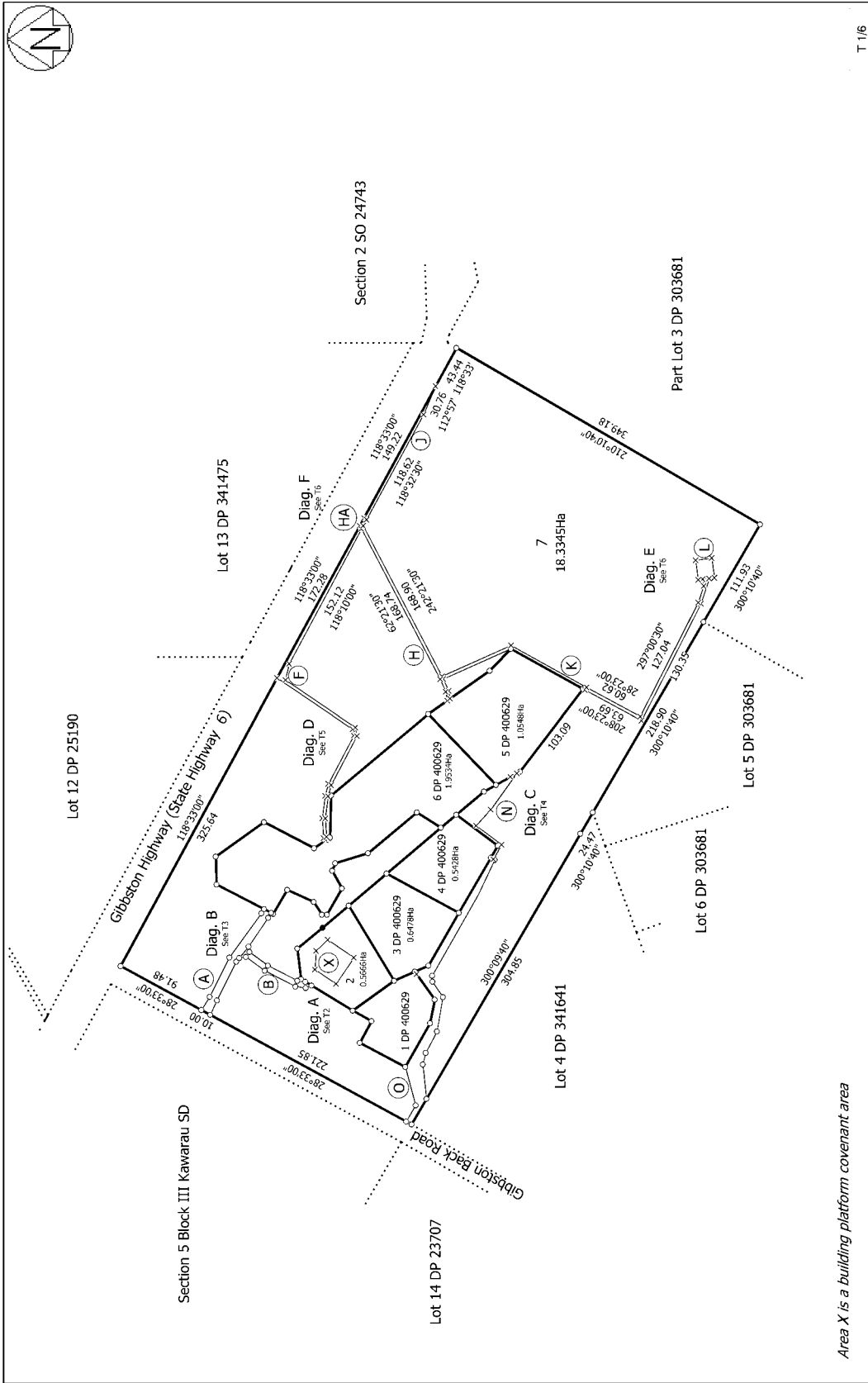
**Estate** Fee Simple  
**Area** 18.3345 hectares more or less  
**Legal Description** Lot 7 Deposited Plan 497681  
**Registered Owners**  
Monterosa Estate (NZ) Limited

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**Interests**

Appurtenant hereto is a right to convey water created by Transfer 962007.27 - 9.2.1999 at 10:10 am  
Appurtenant hereto is a right to convey water created by Transfer 962007.28 - 9.2.1999 at 10:10 am  
Appurtenant hereto is a right to convey water created by Transfer 962007.29 - 9.2.1999 at 10:10 am  
962007.62 Encumbrance to Gibbston Valley Irrigation Limited - 9.2.1999 at 10.10 am  
965662.1 Gazette Notice declaring that part State Highway No. 6 (Nevis Bluff to Kawarau River) to be a limited access road - 14.4.1999 at 11.45 am  
980805.1 Crossing place notice pursuant to Section 91 Transit New Zealand Act 1989 - 23.12.1999 at 9.45 am  
Land Covenant in Easement Instrument 6500209.13 - 19.7.2005 at 9:00 am  
8702736.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.10.2013 at 4:26 pm  
Subject to a right of way over part marked A, B, & O and right to convey water marked H, K, L, N & O all on DP 497681 created by Easement Instrument 8702736.5 - 24.10.2013 at 4:26 pm  
The easements created by Easement Instrument 8702736.5 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right (in gross) to convey electricity over parts marked H, N & HA and right to convey and transform electricity over part marked O all on DP 497681 in favour of Aurora Energy Limited created by Easement Instrument 8702736.6 - 24.10.2013 at 4:26 pm  
Some of the easements created by Easement Instrument 8702736.6 are subject to Section 243 (a) Resource Management Act 1991 (See DP 400629)  
Subject to a right (in gross) to convey telecommunications and computer media over part marked J, N, O, F and HA on DP 497681 in favour of Chorus New Zealand Limited created by Easement Instrument 8702736.7 - 24.10.2013 at 4:26 pm  
The easements created by Easement Instrument 8702736.7 are subject to Section 243 (a) Resource Management Act 1991  
8702736.8 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 24.10.2013 at 4:26 pm  
9654347.1 Encumbrance to Mt Rosa Water Limited - 25.2.2014 at 6:02 pm  
Land Covenant in Easement Instrument 10078726.2 - 29.5.2015 at 4:47 pm  
Land Covenant in Easement Instrument 10099904.2 - 21.7.2015 at 5:16 pm

Fencing Covenant in Transfer 10139549.2 - 6.8.2015 at 11:44 am



T 1/6

*Area X is a building platform covenant area*

Land District: Otago

**Digitally Generated Plan**  
Generated on: 14/07/2016 11:26am | Page 3 of 6

**Lots 2 and 7 being a Subdivision of Lots 2 & 7 DP 400629**

Surveyor: Bruce Allan McLeod  
Firm: Aurum Survey Consultants Ltd (Quee

**Title Plan**  
LT 497681  
Approved on: 14/07/2016



# View Instrument Details

**Instrument No.** 8702736.3  
**Status** Registered  
**Date & Time Lodged** 24 Oct 2013 16:26  
**Lodged By** Copland, Adam McAra  
**Instrument Type** Consent Notice under s221(4)(a) Resource Management Act 1991



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**Affected Computer Registers**    **Land District**

OT12D/592                            Otago

OT7D/953                             Otago

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**Annexure Schedule:** Contains 10 Pages.

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**Signature**

Signed by Jayne Elizabeth Macdonald as Territorial Authority Representative on 24/10/2013 04:10 PM

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

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

**AND** **MT ROSA ESTATE LIMITED** ("the Owner")

**IN THE MATTER** of an application for Subdivision Consent to  
subdivide that land described as Section 6 Block III  
Kawarau Survey District contained in Certificate of  
Title OT7D/953 and Section 7 Block III Kawarau  
Survey District contained in Certificate of Title  
OT12D/592 (Otago Registry)

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**CONSENT NOTICE**

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**MACTODD**  
Lawyers  
Queenstown/ Lyttelton / Wanaka  
Ph: (03) 441 0125 - Fax: (03) 442 8116  
Email: queenstown@macloddl.co.nz  
P O Box 553  
**QUEENSTOWN 9348**

AG-268504-14-152-V1:AC

CONSENT NOTICE

## RECITAL

- A. The Owner is the registered proprietor of all the land contained and described in Certificates of Title OT7D/953 and OT12D/592 of the Otago Registry ("the Land").
- B. The Owner has made an application to the Queenstown Lakes District Council ("the Council") for resource consent to subdivide the Land to create seven (7) separate lots. The resource consent application has reference RM010388 ("the Consent")
- C. The Environment Court approved the Consent. The Council has approved applications to vary the Consent with references RM010388.127, RM010388.127(b), RM050107 and RM070663 (jointly referred to as "the Variations").
- D. In accordance with the Consent and the Variations the Land is to be subdivided into 7 separate lots. The 7 new lots are legally referred to as:
1. Lot 1 DP 400629 being all of the land described in Certificate of Title 400979;
  2. Lot 2 DP 400629 being all of the land described in Certificate of Title 400980;
  3. Lot 3 DP 400629 being all of the land described in Certificate of Title 400981;
  4. Lot 4 DP 400629 being all of the land described in Certificate of Title 400982;
  5. Lot 5 DP 400629 being all of the land described in Certificate of Title 400983;
  6. Lot 6 DP 400629 being all of the land described in Certificate of Title 400984;
  7. Lot 7 DP 400629 being all of the land described in Certificate of Title 401353;

Where a lot number is referred to in this Consent Notice it relates to the corresponding lot number set out in this paragraph.

- E. Those conditions specified in the Operative Part of this Consent Notice are the conditions required to be complied with on a continuing basis by the Owner and subsequent Owners of the Land in accordance with the Consent and the Variations.

#### OPERATIVE PART

1. This Consent Notice is to be Registered against the Certificates of Title to the Land.
2. In accordance with the terms of this Consent Notice the owner of the land for the time being must ensure:
  - (a) All future buildings and other structures constructed on Lot 7 shall be located to provide a minimum clearance distance of 8 metres from any transmission line conductor.
  - (b) All trees and vegetation planted on Lot 7 shall be selected and located to ensure that no part of that vegetation will encroach within a 4 metre clearance from Transpower's lines. The 4 metre clearance relates to vertical, horizontal and felling distance clearances and shall take account of the maximum swing and sag of transmission lines.
  - (c) All machinery and mobile plant operated on Lot 7 must maintain a minimum clearance distance of 4 metres from the transmission lines at all times.
  - (d) Buildings, structures and vegetation located on Lot 7 shall not be located to preclude existing 4 wheel drive access to the existing support towers on this lot.
  - (e) No person shall, in the case of any tower or pylon supporting any conductor, excavate or otherwise interfere with any land;
    - (i) within 6 metres of the outer edge of the visible foundations of the tower or pylon; or
    - (ii) at a depth greater than 3 metres, between 6 metres and 12 metres of the outer edge of the tower or pylons; or
    - (iii) in such a way as to create an unstable batter.

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- (f) Excavated or other material shall not be deposited under or near the transmission lines so as to reduce the vertical distance from the ground to the conductors to a distance less than 6.5 metres.
- (g) All earth mounding and existing and proposed landscaping necessary to screen the tank farm located on Lot 7 shall be protected and maintained at all times by the owner(s) of Lot 7. Should any vegetation die, it shall be replaced with the same or similar vegetation by the owner(s) of Lot 7.
- (h) At the time that a dwelling is proposed on Lots 1 to 4 a suitably qualified engineer shall design an effluent disposal system in terms of AS/NZS 1547:2000 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:
- (i) specific design by a suitably qualified engineer;
  - (ii) a requirement that each lot must include systems that achieve the levels of treatment determined by the specific design; and
  - (iii) regular maintenance in accordance with the recommendations of the system designer and a commitment by the owner of each system to undertake this maintenance.

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

- (i) At the time that development is proposed on Lots 5 and 6 a suitably qualified engineer shall design an effluent disposal system in terms of AS/NZS 1547:2000 and in accordance with the report prepared by Montgomery Watson Limited (dated June 2001 and submitted with the Consent application) that will provide sufficient treatment / renovation to effluent, including that from the proposed winery, for on-site disposal, prior to discharge to land.
- (j) Prior to the occupation of a dwelling on Lots 1-4, domestic water and fire fighting storage is to be provided. A minimum of 20,000 litres shall be maintained at all times as a static fire fighting reserve within an underground 30,000 litre tank. Alternatively, an underground 7,000 litre fire fighting reserve is to be provided for each dwelling in

AG-286604-14-162-V1:AG

association with a domestic sprinkler system installed to an approved standard. A fire fighting connection in accordance with Appendix B - SNZ PAS 4509:2008 is to be located not more than 90 metres, but no closer than 6 metres, from any proposed building on the site. Where pressure at the connection point/coupling is less than 100kPa (a suction source - see Appendix B, SNZ PAS 4509:2008 section B2), a 100mm Suction Coupling (Female) complying with NZS 4505, is to be provided. Where pressure at the connection point/coupling is greater than 100kPa (a flooded source - see Appendix B, SNZ PAS 4509:2008 section B3), a 70mm Instantaneous Coupling (Female) complying with NZS 4505, is to be provided. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point/coupling. The reserve capacities and flow rates stipulated above are relevant only for single family dwellings. In the event that the proposed dwellings provide for more than single family occupation then the consent holder should consult with the NZFS as larger capacities and flow rates may be required.

The Fire Service connection point/coupling must be located so that it is not compromised in the event of a fire.

The connection point/coupling shall have a hardstand area adjacent to it (within 5m) that is suitable for parking a fire service appliance. The hardstand area shall be located in the centre of a clear working space with a minimum width of 4.5 metres. Pavements or roadways providing access to the hardstand area must have a minimum formed width as required by QLDC's standards for rural roads (as per NZS 4404:2004 with amendments adopted by QLDC in 2005). The roadway shall be trafficable in all weathers and be capable of withstanding an axle load of 8.2 tonnes or have a load bearing capacity of no less than the public roadway serving the property, whichever is the lower. Access shall be maintained at all times to the hardstand area.

Underground tanks may be accessed by an opening in the top of the tank whereby couplings are not required. A hardstand area adjacent to the tank is required in order to allow a fire service appliance to park on it and access to the hardstand area must be provided as above.

The Fire Service connection point/coupling/fire hydrant/tank must be located so that it is clearly visible and/or provided with appropriate signage to enable connection of a fire appliance.

Fire fighting water supply may be provided by means other than the above if the written approval of the New Zealand Fire Service is obtained for the proposed method.

- (k) Prior to any building development occurring within Lots 5 & 6, the owner for the time being shall provide the following information to the Principal Engineer at Council for review and certification:
- (i) A design for a fire fighting water supply system and associated access to serve the proposed development in accordance with the requirements of SNZ PAS 4509:2008.
  - (ii) Written confirmation from the New Zealand Fire Service Central North Otago Area Manager that the fire fighting water supply design for the development meets the requirements of SNZ PAS 4509:2008.
- l) Both domestic water and fire fighting storage are to be provided by water tanks as per condition k)(i) above. These tanks are to be located in accordance with the 'Winery and Development Plan' prepared by Baxter Brown, Reference No. 1105-pres1j.dgn and dated 20 August 2003, and shall be integrated into the site so that they are unobtrusive from both the adjoining State Highway 6, Gibbston Back Road and neighbouring properties. This shall be achieved by the end of the 2014 planting season using a combination of existing rosehip bushes, remedial planting, mounding and if necessary the tanks shall be painted a recessive muted earth tone to effectively integrate these tanks into the subject site. If an existing and proposed vegetation dies which screens these tanks it shall be replaced and maintained in continuity.

The planting of the tanks will only be necessary if the tanks are still not able to be effectively screened by a combination of those measures highlighted above, with the principle objective ensuring that these tanks are not obtrusive from the above mentioned locations. This condition shall only be met upon the certification in writing

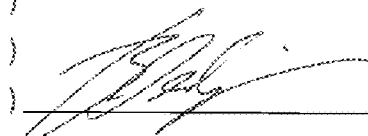
of the Council's Principal Landscape Architect following the completion of these works.

DATED this 24 day of October 2013

SIGNED for and on behalf of )

QUEENSTOWN LAKES DISTRICT COUNCIL )

Under delegated authority by )

  
\_\_\_\_\_  
Blair Jeffrey Devlin, Resource Consenting  
Manager,

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

Page 1 of 1 pages

**Consentor**Surname must be underlined or in CAPITALSJamie Stuart MCMURTRIE**Capacity and interest of Consentor**

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

Caveator under Caveat no. 9472775.1

**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]

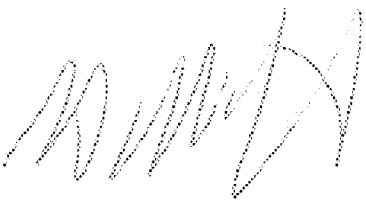
[section] of the [Act]

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

the Consentor hereby consents to:  
 the deposit of Plan 400629 and the registration of the Easement Instruments creating the memorandum of easements,  
 Right to Convey Water and Right of Way on Plan 400629, Right to Convey Electricity (in Gross) in favour of Aurora  
 Energy Limited and Right to Convey Telecommunications and Computer Media (in Gross) in favour of Chorus New  
 Zealand Limited.

Dated this 3 day of October 2013

**Attestation**

	Signed in my presence by the Consentor
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address
Signature of Consentor	CLARK GRAEME PIRIE SOLICITOR QUEENSTOWN

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: 7028 - AUCKLAND DISTRICT LAW SOCIETY

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

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.)

BANK OF NEW ZEALAND

Mortgagee under Mortgage no. 8622178.2

**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]

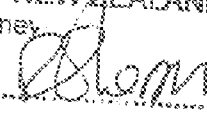
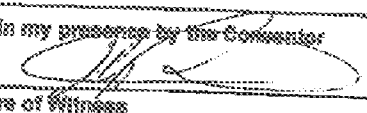
[section] of the [Act]

(Without prejudice to the rights and powers existing under the interest of the Consentor)

the Consentor hereby consents to:  
 the deposit of Plan 400629 and the registration of the Easement Instruments creating the memorandum of easements  
 Right to Convey Water and Right of Way on Plan 400629, right to Convey Electricity (in Gross) in favour of Aurora  
 Energy Limited and Right to Convey Telecommunications and Computer Media (in Gross) in favour of Chorus New  
 Zealand Limited.

Dated this 24<sup>th</sup> day of October 2013

**Attestation**

SIGNED for and on behalf of BANK OF NEW ZEALAND by its attorney  ROBIN EDWARD SHERRY	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation <del>CHRISTOPHER McPHERSON</del> BANK OFFICER BANK OF NEW ZEALAND WELLINGTON Address
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.



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

- I, **ROBIN EDWARD SHERRY**, Quality Assurance Officer of Wellington, New Zealand certify:
1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
  2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508507.1
  3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

24 OCTOBER 2013

  
**ROBIN EDWARD SHERRY**

\_\_\_\_\_  
[Full name]



# View Instrument Details

**Instrument No.** 8702736.8  
**Status** Registered  
**Date & Time Lodged** 24 Oct 2013 16:26  
**Lodged By** Copland, Adam McAra  
**Instrument Type** Covenant (All types except Land covenants)



---

<b>Affected Computer Registers</b>	<b>Land District</b>
401353	Otago

---

**Annexure Schedule:** Contains 3 Pages.

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## Signature

Signed by Jayne Elizabeth Macdonald as Grantor/Grantee Representative on 24/10/2013 04:13 PM

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



DATED

15<sup>th</sup> October

2013

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IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of Resource Consent RM10388

---

**DEED OF COVENANT  
UNDER SECTION 100(2)(d) OF THE RESOURCE MANAGEMENT ACT 1991**

---

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MACALISTER TODD PHILLIPS  
Barristers, Solicitors, Notaries  
Lytelton / Queenstown / Wanaka  
Ph: (03) 441 0125 - Fax: (03) 442 8116  
Email: queenstown@mactodd.co.nz  
PO Box 653  
QUEENSTOWN 9348

AC-286504-14-100-V1:LR

DATED this 15<sup>th</sup> day of October 2013

#### PARTIES

1. MT ROSA ESTATE LIMITED ("the Covenantors").
2. QUEENSTOWN LAKES DISTRICT COUNCIL ("the Council").

#### BACKGROUND

- A. The Covenantor is the registered proprietor of the land described as Lot 7 Deposited Plan 400629 contained within Certificate of Title 401353 (Land).
- B. The Environment Court issued RM010388 (Consent) which authorises the subdivision of the Land subject to certain conditions being complied with on a continuing basis by the registered proprietor(s) of the Land from time to time.
- C. Pursuant to section 108(2)(d) of the *Resource Management Act 1991* this Deed of Covenant is to be registered against the Land in favour of Council to ensure the Covenants set out in this Deed are complied with on a continuing basis.

#### COVENANT

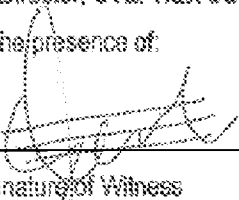
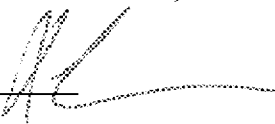
1. The Owner of the Land must not further subdivide or develop the Land except in accordance with the Consent and any variation to the Consent.
2. At all times this Covenant binds the Registered Proprietors of the Land including any successor in title to the Land and any subsequent purchaser of the Land as well as any leasee, licensee or occupier of the Land.

AC-286504-14-100-V1:LR

EXECUTION

SIGNED for and on behalf of )  
MT ROSA ESTATE LIMITED by )  
its Director, STEPHEN JOHN LAING )  
in the presence of: )

  
\_\_\_\_\_  
Stephen John Laing, Director

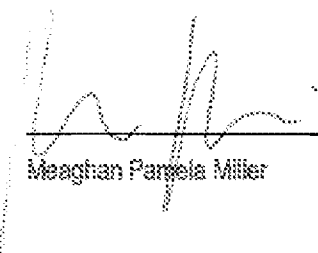
   
\_\_\_\_\_  
Signature of Witness

Full Name **Adam McAra Copland**  
**Solicitor**  
**QUEENSTOWN**

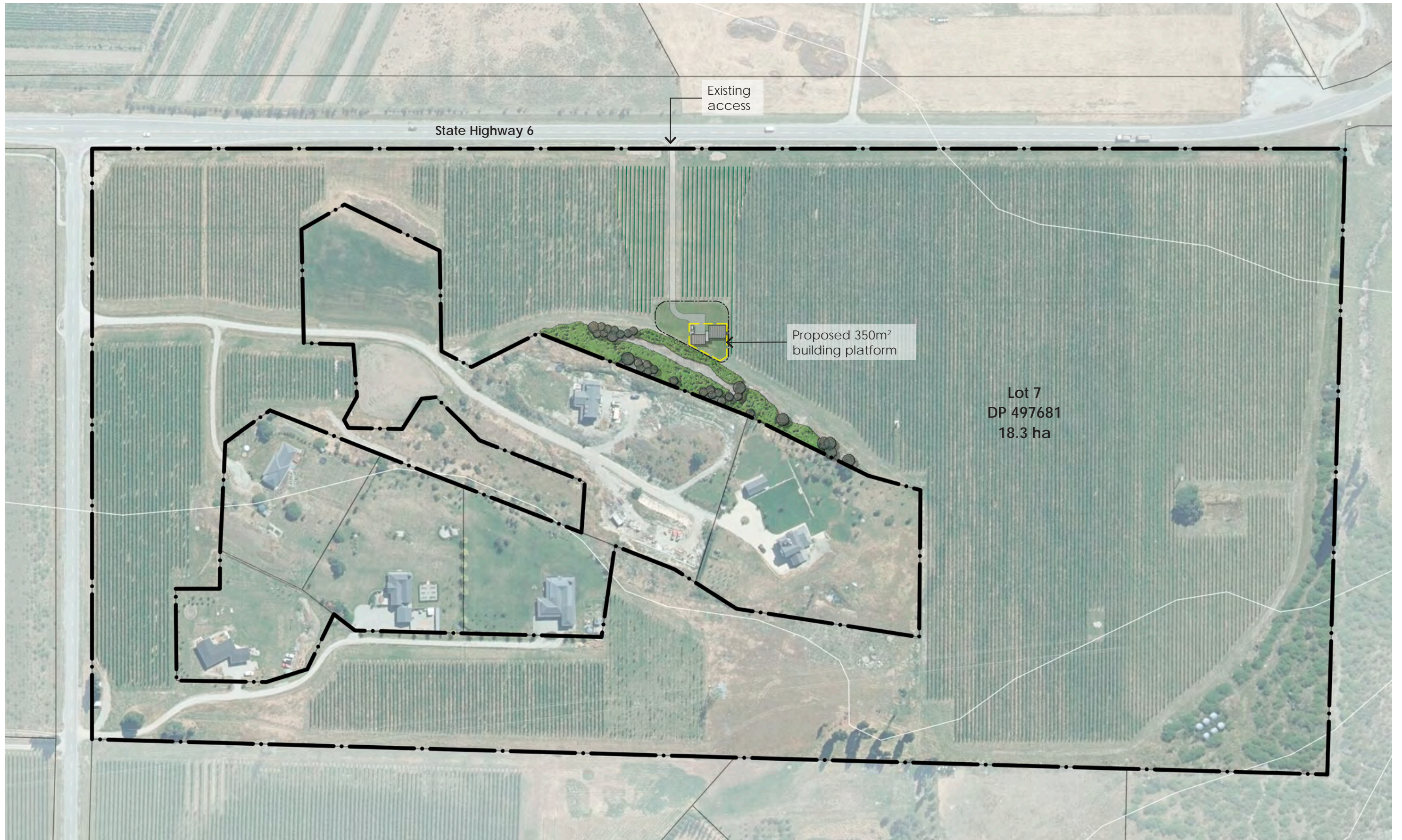
Occupation

\_\_\_\_\_  
Address

SIGNED for and on behalf of )  
QUEENSTOWN LAKES DISTRICT COUNCIL )  
by its acting Chief Executive Officer )

  
\_\_\_\_\_  
Meaghan Pamela Miller



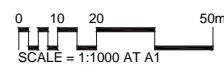


State Highway 6

Existing access

Proposed 350m<sup>2</sup> building platform

Lot 7  
DP 497681  
18.3 ha







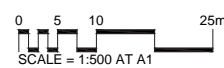
### Planting Schedule

Botanic name	Common Name	Spacing	Size	%
<i>Carmichaelia petriei</i>	Nz broom	1.2m	PB3	10%
<i>Coprosma propinqua</i>	Mingimingi	1.2m	PB3	20%
<i>Coprosma rigida</i>	Stiff karamu	1.2m	PB3	10%
<i>Myrsine divaricata</i>	Weeping matipo	1.2m	PB3	10%
<i>Olearia lineata</i>	Twiggy Tree Daisy	1.2m	PB3	20%
<i>Oleria odorata</i>	Scented tree daisy	1.2m	PB3	20%
<i>Sophora microphylla</i>	South island kowhai	1.2m	PB3	10%

**Note:** Planting to take place between existing rocks and species to be planted in groups of 3 or more.



Reference : PA20537 IS04  
 Scale: 1:500@A1 - 1:1,000@A3



**Gibbston - Monterosa Estate (NZ) Ltd.**  
 Landscape Plan  
 25 May 2021



## **RM200999: Monterosa Estate Updated Landscape Plan 27 May 2021**

### **Updated Landscape Plan**

Following our meeting on 19 May 2021 to discuss the *Landscape Peer Review* and our *Summary Landscape Matters* (dated May 2021), please find attached an updated landscape plan, **Appendix [A]**.

As was identified from the meeting several areas of refinement of the design were considered advantageous to further reduce potential landscape and visual amenity effects, these can be summarised as follows:

1. Removal of the Pin Oak Avenue along the driveway and mounds.
2. Infill of the remaining gap within the vines with new vine rows.
3. Refinement of the building location within the platform such that the buildable area is limited to 350m<sup>2</sup> within the South-Eastern corner of the Building Platform. The land outside of this 350m<sup>2</sup> area within the building platform would become the defined curtilage area for the future house.

As summarised in our *Summary Landscape Matters* memo and discussed at our meeting these changes would address those matters raised in the landscape peer review in particular paras 7.6.2, 8.2.5, 8.2.7 relating to the potential adverse effects of the avenue and mounds/potential to infill the gap with vines and paras 7.6.5 & 8.3.2 relating to potential visibility of future house depending on where it was located within the platform.

### **Site Selection**

At the meeting several of the cumulative effects matters noted in the peer review related to the rationale for the location proposed for the building platform. As was discussed a considerable process was utilised to work through potential site options taking into various landscape, viticultural, noise, servicing and neighbour considerations.

In summary, the location proposed for the building platform was considered most appropriate because:

- It would limit the disruption to the existing viticultural activity taking place on the site by being located within the existing 'gap' where no productive viticultural activity is taking place.
- Utilises an existing approved and formed vehicle crossing
- Could be set back from the highway with the opportunity for planting to screen the foreground and the bluff behind to form a backdrop to the future dwelling. This arrangement being in character with as similar to other developments in the Gibbston Valley e.g. Kinross.
- Would not be visible from neighbouring properties in Bluff Lane.
- Is no closer to the existing frost fans than other houses in Bluff Lane.
- Can be serviced easily.

In terms of the other locations a number of factors lead to those locations being seen as less favourable which can be summarised as follows:

1. The high voltage transmission lines run along the southern portion of the site prohibiting a dwelling being located within proximity to the lines. This effectively removes any locations along the southern boundary of the site.
2. Potential sites in the western portion of the site were considered to have visibility issues to neighbouring sites in Bluff Lane
3. Potential sites in the western portion of the site would require removal of productive vines for the building platform and access.
4. A potential site to the east of 37 Bluff Lane (Lot 5) was explored but again would require removal of productive vines, and would place the platform closer to the frost fans given the requirement in Covenant 100999904.2 (attached to the original application) requiring any dwelling to be 35m from the boundary of Lot 5.

## Cumulative Effects & Open Space Covenant

As was discussed at the meeting and was apparent from the landscape peer review a concern was raised regarding cumulative effects and the existing covenant - described in the landscape peer review as an 'open space covenant'. In this respect in regard to the landscape peer review an 'intention on Lot 7 to protect this area from further development and to maintain the viticultural character'<sup>1</sup> was noted.

We would respectfully like to note the following, which confirms that to interpret the covenant in this manner and more generally that the site is to remain as 'open space' is incorrect:

1. The covenant does not require the continued retention of the existing vines and therefore they can be removed at any time. As has been noted in the application, providing for a dwelling on the block will assist with the ease of continued viticultural activity on the site and it is somewhat unusual to have a productive vineyard without at least one dwelling located on the site in association with its operational requirements.
2. The covenant does not prohibit further built form on the site. The wording of the covenant references back to the original consent. The original consent specifies the following:
  - a. All future buildings and other structures constructed on Lot 7 shall be located to provide a minimum clearance distance of 8 meters from any transmission line conductor (Subdivision Condition 10a).
  - b. Buildings, structures and vegetation on Lot 7 shall not be located to preclude existing 4-wheel drive access to the existing support towers on the lot. (Condition 10 d)
  - c. Lot 7 shall be restricted from further residential subdivision or residential development (Condition 12)
3. Taking into account the above covenant controls and relevant provisions of the Gibbston Character zone, buildings up to 300m<sup>2</sup> and 10m in height are anticipated on the site for Winery purposes. Council retains control over the building via Rule 23.4.15.

In summary the existing covenant does not preclude further building form on the site or require the retention of the lot in open space (or vines), whilst the district plan anticipates building forms up to 10m in height. Accordingly, it is considered any potential adverse effects of a modest dwelling carefully located as proposed must be assessed against this relevant baseline.

We would also note that given all these relatively unique factors it is difficult to see how the proposal can create a precedent as is suggested in the landscape peer review.



Tim Williams

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<sup>1</sup> Para 9.4 Landscape Peer Review

Dated *28 May* 2021

## WATER SUPPLY AGREEMENT

### PARTIES:

1. **GIBBSTON VALLEY IRRIGATION LIMITED**
2. Monterosa Estate (NZ) Limited ("Water User(s)")
3. Patricia Anne Copland Philip George Copland ("Covenantor(s)")

Checketts McKay Law Limited  
Central Otago



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# WATER SUPPLY AGREEMENT

Dated

2021

BETWEEN **GIBBSTON VALLEY IRRIGATION LIMITED** (Company Number 626489) having its registered office at Mead Stark Limited of Cromwell. ("Company")

AND Monterosa Estate (NZ) Limited ("Water User(s)")

AND Patricia Anne Copland Philip George Copland ("Covenantor(s)")

## BACKGROUND

- A. The Company is the owner of the Gibbston Valley Irrigation Scheme and is authorised to supply water to the Water User.
- B. The Water User owns and/or occupies the Land.
- C. The Company and Water User wish to enter into this Agreement for the supply of water to the Land.
- D. The Covenantor agrees to be bound by the Water User's obligations under this Agreement. *[Delete if not applicable]*

## TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Water Supply Agreement the following terms, and any derivative of defined words, have the following meanings:

"Annual Charge" means the charges detailed in the Schedule for the supply of Water by the Company to the Water User; the Annual Charge is subject to review in accordance with this Agreement;

"Annual Supply" means the Water User's quota detailed in the Schedule.

"Boundary Valve" means a suitable device designed to control the flow of water from the Scheme to the Land supplied by the Company and maintained by the Water User, located as agreed between the Company and the Water User;

"Contaminated" means:

- (a) a deposit, discharge, leak or leeching into the Company's races or water source of any substance, disease, energy, heat or other

contaminant; or

- (b) Management or stock induced water discolouration to such an extent as to render the Water unsuitable for irrigation or stock water use downstream.

"Default Interest Rate" means the default interest rate specified in the Schedule or as varied by the Company and notified to the Water User from time to time;

"Delivery Point" means the process and point of delivery of Water from the Company to the Water User as specified in clause 3.3;

"Due Date for Payment" means the date specified in the Schedule for payment of the Annual Charge;

"Land" means the land described in the Schedule to this Agreement owned and/or occupied by the Water User;

"Scheme" means the Irrigation Scheme comprising of the associated Water Permits, bores, pipelines, open water races, electrical fittings, water meters, pumps, culverts, flumes, screens, control valves and ancillary structures owned by the Company.

"Water Meter" means the device designed to control and measure the flow of water from the Scheme to the Land provided and maintained by the Company;

"Water Permit" means:

- (c) Consent 2000.275 and Consent 2000.071 and including any subsequent renewals; and
- (d) any Deemed Permit or Resource Consent held by the Company authorising the take, use and/or discharge of water for the Scheme;

"Water Supply" and "Water" means any Water supplied under this Agreement for irrigation purposes as set out in Schedule 1 and except where approved by the Board shall not be less than 10,000 litres/day.

"Water User" means the water user named in the Schedule to this Agreement.

- 1.2. A Water Permit is "renewed" when a new water permit is issued for principally the same activity as the Water Permit that is expiring.

- 1.3. Any reference to the Company shall include its agents, employees and contractors when the context permits.
- 1.4. A reference to a "person" includes a body corporate.
- 1.5. A reference to an enactment includes any amendments and a reference to an enactment which is subsequently repealed, is a reference to an enactment that, with or without modification, replaces, or that corresponds to, the enactment repealed.
- 1.6. An obligation in this Agreement making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.
- 1.7. A covenant requiring a party not to do an act shall include a covenant not to suffer, cause or permit another person to do such act.

## **2. DURATION OF WATER SUPPLY AGREEMENT**

- 2.1. This Water Supply Agreement ("Agreement") shall commence when signed and shall continue until it is lawfully cancelled.
- 2.2. The Company shall apply for a replacement Water Permit before it is due to expire and within the timeframe prescribed in section 124 of the Resource Management Act 1991. This shall include providing all information reasonably required to enable the Authority processing the application to properly consider it.
- 2.3. The Water User may cancel this Agreement by giving not less than six months' written notice to the Company prior to the expiry of the then current term of the Water Permit. The cancellation shall take effect on the expiry of the then current term of the Water Permit, or earlier if consented to by the Company.
- 2.4. The Company can cancel this Agreement provided:
  - (a) the Company gives not less than six months written notice of cancellation to the Water User; and
  - (b) all of the Company's Agreements will be cancelled on or before the date of cancellation of this Agreement; and
  - (c) the cancellation does not take effect until the expiry date of the current term of the Water Permit.
- 2.5. This Agreement shall be cancelled:
  - (a) upon a new Agreement being entered into pursuant to subclause 9.2 (d); or

- (b) if the Water User transfers or surrenders its shares in the Company;  
or
- (c) if the Water Permit pursuant to which the Water User receives its Water Supply cannot be replaced on expiry.

2.6. The cancellation of this Agreement shall not prejudice either party's rights of recovery against the other party for any breach under this Agreement prior to the date of cancellation.

### **3. SUPPLY OF WATER**

- 3.1. Subject to the terms of this Agreement, the Company shall supply water to the Water User in the amount described in the Schedule.
- 3.2. The Company shall supply the water to the boundary of the Land or at such more distant points, as the Company's distribution Scheme and rights of access shall extend.
- 3.3. The Company shall determine the delivery method of Water to the Land. Water shall only be supplied through:
  - (a) a Boundary Valve; or
  - (b) a Water Meter; or
  - (c) an alternative delivery method approved by the Company.
- 3.4. Should any part of the Scheme need to be repaired or replaced this will be done by the Company, if the repair or replacement is required due to the action or omission of the Water User the Water User shall meet the costs of repair or replacement.
- 3.5. Despite clause 3.4, any replacement of the Boundary Valve shall be completed by the Water User at their own cost.
- 3.6. The Water User shall not, nor allow any person to, interfere with any part of the Scheme without the prior consent of the Company.
- 3.7. The Water User shall not take or attempt to take, or allow any person under his or her control to take or attempt to take, any water from the Scheme otherwise than through the Delivery Point and in accordance with the terms of this Agreement.
- 3.8. The Company by its agents or employees shall operate the supply of water through the Delivery Point; however the Company may pass part or all of this responsibility onto the Water User.

- 3.9. The Water User shall notify the Company, as soon as practicable, of any leaks and/or damage, accidental or otherwise, to the Scheme infrastructure.
- 3.10. The Water User shall be responsible for the distribution of water from the Delivery Point and takes all liability with respect to the Water from that point. The Water User shall maintain their infrastructure from the Delivery Point in good working order and repair, in the event that Water User's infrastructure is not in good working order or repair the Company may terminate supply until repairs are completed.
- 3.11. Notwithstanding the other terms contained in this Agreement, the Company shall be under no obligation to construct or replace any part of the Scheme.

#### **4. PAYMENT OF WATER CHARGES**

- 4.1. The Water User shall pay to the Company the Annual Charge by the Due Date for Payment.
- 4.2. If the Annual Charge is not paid within 28 days of the Due Date for Payment then, without prejudice to the Company's other rights, the Annual Charge shall be increased by 10% and if the default continues then the amount owing, (including the 10% increase) shall be increased by a further 1.5% per month which shall then be deemed to be part of the Annual Charge and the total of which shall be recoverable by the Company as a due debt.
- 4.3. The Annual Charge for water shall be payable by the Water User to the Company whether or not the Water User takes the water throughout the term of this Agreement and notwithstanding that the Water Supply may be cut off from the Land pursuant to clause 5.1.
- 4.4. The Water User's liability for the increases detailed under clause 4.2 and charges during such period that the Water Supply may be cut off, is agreed to be as liquidated damages and not by way of penalty.

#### **5. FAILURE OF SUPPLY AND WATER SHORTAGE**

- 5.1. If for any reason, including the fault of the Company, the Water Supply to the Water User is diminished or fails, then:
  - (a) No person shall by reason of such diminished supply or failure, have any claim or right of action against the Company; and
  - (b) The Water Supply to the Water User may be reduced or temporarily stopped. Any reduced supply of water may, at the option of the Company, be divided amongst those Water Users with a valid Agreement, on a pro-rata basis in accordance with their allocated

Water Supply; and

(c) The Company shall take all reasonable steps to reinstate the Water Supply as soon as practical.

5.2. If the Water Supply is diminished or fails for reasons including the unintentional default of the Company, the Water User shall not be entitled to a reduction in or a refund of the Annual Charge which the Water User has paid or is required to pay with respect to water not supplied.

## **6. RIGHTS OF ACCESS**

6.1. The Company shall have the right at any time with necessary vehicles implements and machinery, and without payment of compensation, to enter onto the Land by the most practicable route and to lay, construct, maintain, repair or re-construct all races, drains, pipes and other infrastructure which the Company deems necessary or desirable for the supply of water to the Land or to any other Land or for storage of water and to gauge or otherwise determine the quantity of water used by the Water User and to view the condition of those parts of the Scheme on the Land.

6.2. The Company shall cause as little damage and disruption as is reasonably possible in carrying out the above work.

6.3. The Company has the right, at the Water User's expense, to remove or trim trees that restrict access to the Scheme.

6.4. Where pursuant to clause 6.1, entry is required for major construction the Company shall where practicable, give reasonable notice of 24 hours by letter or telephone to the Water User prior to such work being undertaken.

6.5. If the Water User has received such notice and in turn notifies the Company, prior to such work being undertaken, of the presence of pipes or other underground facilities and these are damaged in the course of the construction or repair, then the Company will repair the damage.

- 6.6. The Water User shall not obstruct access by the Company to any part of the Scheme on or off the Water User's Land and shall not plant trees or construct works which would obstruct access and shall ensure that such access to the Water User's Land is always kept available to the Company.
- 6.7. In consideration for the Company providing the Water Supply the Water User agrees to grant a registerable easement in gross in favour of the Company to record the easement rights detailed in this Agreement.

## **7. WATER USER'S DEFAULT**

- 7.1. The Water User will be in default of this Agreement if one or more of the following events occur:
- (a) the Water User fails to make any payment due to the Company under this Agreement;
  - (b) the Water User fails to contest within two (2) weeks of service any petition of bankruptcy or for winding up;
  - (c) any execution, levy or distress is levied against the Water User or the assets of the Water User's business;
  - (d) any receiver, manager or other custodian (either temporary or permanent) is appointed with respect to the Water User or in respect of all or any part of the Water User's business;
  - (e) the Water User purports to assign or charge his/her rights or interest under this Agreement without complying with the provisions of this Agreement;
  - (f) the Water User makes any composition with or enters into any arrangement with his/her creditors;
  - (g) the Water User fails to comply with any condition, provision or covenant of this Agreement and such default remains unremedied for a period of seven (7) days from the date of receiving notice from the Company in writing recording the default and requiring the Water User to remedy the same.

## **8. REMEDIES**

- 8.1. If the Water User defaults pursuant to clause 7 above then the Company may:
- (a) without payment of any compensation to the Water User or any other person immediately cut off the supply of water to the Land in



such a manner as the Company thinks fit and secure the connection and thereafter no person will be entitled to be supplied with any further water to the Land from the Company until such time as such breach has been made good to the satisfaction on the Company; and

- (b) cancel the Agreement by giving fourteen (14) days' written notice to the Water User; and
- (c) in accordance with any Constitution of the Company, forfeit the shares held by the Water User in the capital of the Company.

8.2. If the Water User fails to carry out any work or make good any damage in accordance with any notice given by or on behalf of the Company within the time specified in such notice then the Company will be entitled to enter upon the Land and carry out all or any of the required work or repairs as the Company will think fit and will be entitled to recover the costs thereof from the Water User together with interest thereon at the Default Interest rate. Where the Company in its discretion considers urgent action is required, it will not be obliged to give the Water User any notice before it carries out the required work or repairs.

## **9. SUBDIVISION AND TRANSFER**

9.1. In the event of the Water User subdividing the Water User's Land and allocating the Water Supply to more than one lot, then:

- (a) With the prior written consent of the Company, (which consent shall not be unreasonably withheld), the Water User shall have the power to determine the division of the Water Supply between the subdivided lots and shall advise the Company of the apportionment.
- (b) Unless otherwise agreed to by the Company, the following terms shall apply to the Water Supply to the Land, which is subdivided:
  - (i) The Water User carrying out the subdivision shall be responsible, at the Water User's cost, for the installation of the reticulation works from the point of the Company supply prior to the subdivision. The reticulation works shall be to the specifications reasonably required by the Company.

- (ii) On completion of the installation of the reticulation works from the point of the Company supply to the subdivision, the Company will assume ownership and maintenance responsibilities for the reticulation works provided that:
  - (1) Such works are to the Company's specifications.
  - (2) An easement in favour of the Company is registered over the reticulation works.
  - (3) The cost of maintenance and or replacement of the reticulation works will be viable in relation to the water rates collected from the land irrigated by the works.

The decision by the Company on the matters listed in items (1) to (3) above shall be at the sole discretion of the Company.

- (c) The following Clause 9.2 shall also apply.

9.2. A Water User may transfer any part of or all of that Water User's water entitlement under this Agreement subject to the following terms and procedures being complied with:

- (a) The Water User shall at the same time as the transfer of the water entitlement, transfer to the Transferee, the appropriate shares in the Company, in accordance with the Company's Constitution.
- (b) The Company's consent to the transfer must be obtained, which consent shall not be unreasonably withheld with respect to a reasonable and solvent Transferee.
- (c) There must be no existing breach of the Water User's obligations under this Agreement and all money payable by the Water User to the Company, whether under the terms of this Agreement or otherwise, must be paid. (The Water User and Transferee between themselves shall resolve any apportionments of irrigation charges.)
- (d) The Transferee must sign and return to the Company a new Agreement prepared by the Company and if the transfer is part of the water entitlement pursuant to a subdivision, with the Water User as Transferor retaining a water entitlement, then the Transferor must also sign and return to the Company a new

Agreement prepared by the Company relating to the Transferor's new entitlement.

- (e) The Water User to pay the Company's reasonable costs incurred with respect to its approval, preparation and signing of documents relating to the procedures detailed in clause 9.1 and 9.2.
- (f) A reference to the "Transferee" is a reference to the party receiving a transfer of all or part of the Water User's Land and all or part of the Water User's Water Supply pursuant to this Clause 9.2.

9.3. In the case of a transfer to a body corporate, the Company:

- (a) shall require, as a condition of its consent to the transfer, all directors of the Transferee company to sign the Agreement as covenantor; and
- (b) may require, as a condition of its consent to the transfer, the principal shareholders and all directors of the Transferee company to sign a personal guarantee of the Transferee company's obligations under the Agreement.

## **10. USE OF WATER**

10.1. The Water User shall:

- (a) only use the Water Supply on the Land; and
- (b) only use the Water Supply in an efficient manner without waste; and
- (c) comply with the conditions of the Water Permit and Otago Regional Plan: Water.

## **11. CONTAMINANTS**

11.1. The Water User acknowledges that:

- (a) Contaminants may enter the Water Supply prior to delivery to the Water User and releases the Company from any liability relating to the delivery of Contaminated water; and
- (b) the Water is not a potable (safe to drink) supply and may be turbid. The Water is untreated and is sourced from an unprotected catchment.

- 11.2. The Company gives no warranty and makes no representation as to the condition or quality of the Water Supply and the Water User shall use the Water Supply at the Water User's own risk.
- 11.3. The Company shall not be responsible or liable for the spread or control of noxious or other weeds which may be attributable to the end user's use of the Water Supply.
- 11.4. The Water User shall be solely liable for and shall indemnify the Company against, any actions, claims, damages and proceedings whatsoever arising out of the Water User's use of the Water Supply, and any other user of the Water User's Water Supply.

## **12. CONSUMER GUARANTEES ACT 1993**

- 12.1. The Water User records that the water is acquired under this Agreement in the course of the Water User's agricultural business, for production.
- 12.2. The provisions of the Consumer Guarantees Act 1993 do not apply to the Water supplied under this Agreement.

## **13. COVENANTOR**

- 13.1. In consideration of the Water User entering into this Agreement at the request of the Covenantors described in the Schedule, the Covenantors jointly and severally guarantee that:
  - (a) They shall pay all money owing by the Water User under this Agreement and shall perform all of the Water User's obligations contained or implied under this Agreement; and
  - (b) As between the Covenantor and the Company, the Covenantors shall be deemed principal debtors and liable as if they themselves were the Water User.

## **14. REVIEW OF WATER CHARGES**

- 14.1. The Company shall at its sole discretion have the right to review any of the water charges detailed in the schedule and upon the following terms:
  - (a) If it is an increase, the increase shall occur at no greater frequency than annually, from the commencement of this Agreement; and
  - (b) The then increase shall not exceed 20% of the previous year's charges, without the consent of the majority of shareholders voting at a meeting called for such purpose.

**15. VARIATION OF THIS AGREEMENT**

15.1. The Company may at any time vary the terms of this Agreement by giving not less than two months prior written notice to the Water User detailing the variation.

15.2. The Company shall only exercise clause 15.1 to:

(a) fairly and reasonably address a material increase in cost of the operation of the Water Scheme resulting from:

(i) a change in the law as it currently applies to the Scheme (including any rule or by-law imposed by a territorial authority or regional council), and/or

(ii)(ii)

(iii) a change in the terms of the Water Permit.

**16. ENTIRE AGREEMENT**

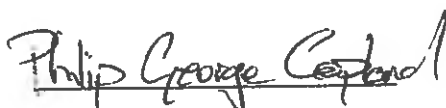
16.1. This Agreement sets out the entire agreement between the parties relating to the matters dealt with in this Agreement and supersedes all previous arrangements including earlier agreements, negotiations and representations, including, without limitation, whether written, oral, or both, relating to such matters.

16.2. By entering into this Agreement, the parties acknowledge that any prior agreement for the supply of water between the parties ("the Prior Agreement") is terminated with effect from the Commencement Date and replaced by this Agreement. The terms of the Prior Agreement shall have no further force or effect from the Commencement Date.

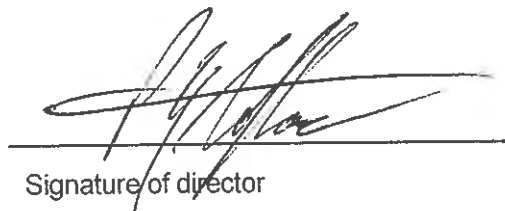
**1 EXECUTION**

**SIGNED by GIBBSTON VALLEY IRRIGATION LIMITED**

by:



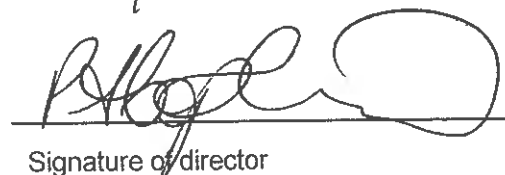
Full name of director



Signature of director



Full name of director

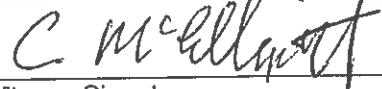


Signature of director

SIGNED by Monterosa Estate (NZ) Limited  
as Water User by:


SIGNED by Monterosa Estate (NZ) Limited  
as Water User in the presence of:

  
\_\_\_\_\_  
Patricia Anne Copland

  
\_\_\_\_\_  
Witness Signature  
CHRISTOPHER MCELLIGOTT  
\_\_\_\_\_  
Print Name  
ORCHARDIST  
\_\_\_\_\_  
Witness Occupation  
616 KAWAARAU GEORGE RD  
\_\_\_\_\_  
Place of Residence


SIGNED by Monterosa Estate (NZ) Limited  
as Water User in the presence of:

  
\_\_\_\_\_  
Philip George Copland

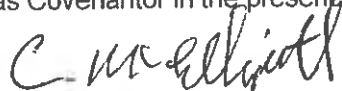
  
\_\_\_\_\_  
Witness Signature  
CHRISTOPHER MCELLIGOTT  
\_\_\_\_\_  
Print Name  
ORCHARDIST  
\_\_\_\_\_  
Witness Occupation  
616 KAWAARAU GEORGE RD  
\_\_\_\_\_  
Place of Residence

SIGNED by Monterosa Estate (NZ) Limited  
as Water User in the presence of:

\_\_\_\_\_  
Not Applicable

  
\_\_\_\_\_  
Witness Signature  
CHRISTOPHER MCELLIGOTT  
\_\_\_\_\_  
Print Name  
ORCHARDIST  
\_\_\_\_\_  
Witness Occupation  
616 KAWAARAU GEORGE RD  
\_\_\_\_\_  
Place of Residence

SIGNED by Monterosa Estate (NZ) Limited  
as Covenantor in the presence of:



Witness Signature

CHRISTOPHER McELIGOTT

Print Name

ORCHARDIST

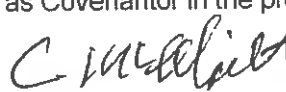
Witness Occupation

616 KAWARAU GEORGE RD

Place of Residence

  
\_\_\_\_\_  
Patricia Anne Copland

SIGNED by Monterosa Estate (NZ) Limited  
as Covenantor in the presence of:



Witness Signature

CHRISTOPHER McELIGOTT

Print Name

ORCHARDIST

Witness Occupation

616 KAWARAU GEORGE RD

Place of Residence

  
\_\_\_\_\_  
Philip George Copland

**SCHEDULE**

WATER USER: Monterosa Estate (NZ) Limited

COVENANTOR: Patricia Anne Copland Philip George Copland

LAND: 735506, Lot 7 Deposited Plan 497681

WATER SUPPLY: 366690 l/day (based on 20,000l/ha)

ANNUAL CHARGE: As fixed from time to time by the Company. The Annual Charge shall include:  
(a) a fixed charge determined by the Company in accordance with this Agreement; and  
(b) a variable charge dependent on the amount of water used and at a rate determined by the Company in accordance with this Agreement.

DUE DATES FOR PAYMENT: Annually in advance on the 20<sup>th</sup> of May.

WATER USER CONTACT DETAILS:

Phone Number 022 2206 227 .....

E-mail (if available) p.copland@actrix.co.nz .....

Address (if available) 5 Lowburn Valley Road, RD2 CROMWELL 9384

.....  
.....  
.....



24/10/2003 08:43

NO.539

IN THE MATTER of the Resource Management Act 1991

AND

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

BETWEEN

WAKATIPU ENVIRONMENTAL  
SOCIETY INCORPORATED

(RMA 1278/01)

Appellant

AND

SIGNATURE INVESTMENTS LIMITED

(RMA 1283/01)

Appellant

AND

QUEENSTOWN LAKES DISTRICT  
COUNCIL

Respondent

BEFORE THE ENVIRONMENT COURT

Environment Judge Jackson (sitting alone under section 279 of the Act)

IN CHAMBERS at CHRISTCHURCH

CONSENT ORDER

[1] The Court has read and considered the appeals, the respondent's reply and the memorandum of the parties dated 27 May 2003.

[2] Nevis Bluff Vineyard Limited has given notice of an intention to become a party or to be heard under section 271A or section 274 of the Act and have signed the memorandum setting out the relief sought. Antimony Investments Limited, who were the appellants in a related appeal that was subsequently withdrawn, maintained an interest in RMA 1278/01 and have also signed the memorandum.



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[3] In signing this consent order the Court has not considered the merits of the solution agreed by the parties (and in particular whether it achieves the purpose of the Act) but only confirmed that:

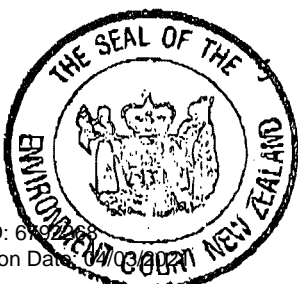
- (a) All of the parties to the proceeding and any section 274 interested persons have executed the memorandum (unless stated otherwise for specific reasons) requesting this order; and
- (b) The proposed order is prima facie reasonably within the scope of the application for resource consent, submission and appeals initiating the proceedings.

[4] Therefore, this Court ORDERS, by consent, that the appeals are allowed to the extent that the conditions of consent RM010388 are deleted and substituted as follows:

#### SUBDIVISION CONSENT

1. That the activity be undertaken in accordance with the plan entitled "Winery and Development Plan" prepared by Baxter Brown, Reference No.1105-pres1j.dgn dated July 2002 attached hereto and marked "A", with the exception of the amendments required by the following conditions of consent.
2. That unless it is otherwise specified in the conditions of this consent, compliance with any monitoring requirement imposed by this consent shall be at the consent holder's own expense.
3. That the consent holder shall pay to Civic Corporation Limited all required administrative charges fixed by the Council pursuant to Section 36 of the Act in relation to:
  - a) the administration, monitoring and supervision of this consent; and
  - b) charges authorised by regulations.
4. All engineering works shall be carried out in accordance with the Queenstown Lakes District Council's policies and standards, being New Zealand Standard 4404:1981 with the amendments to that standard adopted on 1 June 1994, together with associated standards and Codes of Practice to meet the acceptance of the Queenstown Lakes District Council.

The subdividing owner of the land shall provide a letter to the Council advising who their representative is for the design and execution of the engineering works required in association with this subdivision and shall



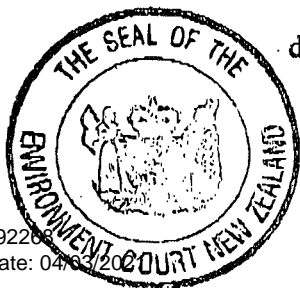
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confirm that this representative will be responsible for all aspects of the works covered under section 104 of NZS4404:1981 "Code of Practice for Urban Land Subdivision", in relation to this development.

6. The owners representative appointed under Condition 5 above shall provide to the Council a copy of a letter addressed to the subdividing owner of the land that explains the owners responsibilities as set out in Section 105.10 of NZS4404:1981 "Code of Practice for Urban Land Subdivision".
7. Prior to the Council signing the survey plan pursuant to section 223 of the Resource Management Act 1991 and prior to the commencement of any works on the land being subdivided, the applicant shall provide to the Queenstown Lakes District Council for approval, copies of specifications, calculations and design plans as is considered by Council to be both necessary and adequate, in accordance with Condition 4, to detail the following engineering works required:
  - a) The provision of a communal water supply reticulated to the boundary of each lot in terms of Council's standards. The applicant shall provide evidence that Lots 1 to 4 will each be supplied with a minimum of 1000 litres per day, Lot 5 with a minimum of 44,000 litres per day and Lot 6 with a minimum of 64,390 litres per day of potable water that complies with the requirements of the Drinking Water Standard of New Zealand 2000. These volumes are based on the peak total water usage. This shall include any treatment of the communal water supply to achieve potability. The applicant shall acquire any consent required from the Otago Regional Council for the communal water supply.
  - b) The provision of a fire fighting water supply to provide for a Class E fire risk to all lots in terms of the NZ Fire Service Code of Practice.
  - c) The design a communal effluent disposal system, prepared by a suitably qualified engineer, in accordance with AS/NZS 1547:2000 and the report prepared by Montgomery Watson Limited (dated June 2001 and submitted with the application), that will provide sufficient treatment/renovation to effluent, including that from the proposed winery, for on-site disposal, prior to discharge to land.

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. The applicant shall acquire any consent required from the Otago Regional Council for the communal disposal of effluent.

- d) The construction of internal roading giving access to Lots 1 to 4 with a minimum formation width of 4.0 metres. The formation shall be constructed of a minimum depth of 150mm M4 AP 40 aggregate.



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e) The construction of internal roading giving access to Lots 5 and 6 with a minimum formation width of 6 metres. The formation shall be constructed of a minimum depth of 150mm M4 AP 40 aggregate.

f) The formation of all carparking and vehicle manoeuvring areas within Lots 5 and 6.

g) The upgrading of the intersection of Gibbston Back Road and State Highway 6 to Transit New Zealand's standard for a side road junction together with a left turn lane, a right turn bay and a minimum of two intersection lights which lights shall be shielded to provide the best possible means of avoiding a light spill nuisance to any extent that it is unnecessary.

h) In the event that the applicant proposes to undertake the land use component of this development prior to the upgrading and sealing of Gibbston Back Road, then the applicant shall be responsible for meeting the costs of this sealing and upgrade in accordance with condition 7 (i) below.

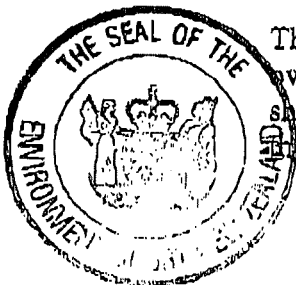
i) The upgrading and sealing of Gibbston Back Road from the State Highway to a point beyond which the access to Lots 5 and 6 join Gibbston Back Road. The standard of construction for the sealing required shall be 6.5 metres wide two-coat chip seal on a 7.5 metre wide basecourse, with specific pavement design. Drainage will be by grass water tables and culverts as necessary.

j) The provision of stormwater collection and disposal from impervious areas within the development. The applicant shall acquire any consent required from the Otago Regional Council for the discharge to the stream.

k) The provision of localised bunding and other measures within Lot 5 to protect the proposed building from debris flow and flooding as outlined in the geologists report (dated 24 April 2001 and prepared by Royden Thomson) submitted with the application. The applicant shall acquire any consent required from the Otago Regional Council for this work.

8. Prior to the certification pursuant to Section 223 of the Resource Management Act 1991, the applicant shall complete the following:

a) Show the following wording on the survey plan:



That Lot 7 hereon be held as to four undivided one fourth shares by the owners of Lots 1, 2, 3 and 4 hereon as tenants in common in the said shares and that individual certificates of titles be issued in accordance here with (see CSN Request 26399).

This has been done.

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- b) Show on the title plan any land, within Lot 7, required to vest in the Council as road as a result of the upgrading of the intersection of Gibbston Back Road with State Highway 6.
- 9 Prior to the certification pursuant to Section 224(c) of the Resource Management Act 1991, the applicant shall complete the following:
- a) The submission of 'as-built' plans and information required to detail all engineering works completed in relation to or in association with this subdivision.
- b) The completion of all works detailed in condition (7) above.
- c) The consent holder shall set up a management entity comprising all of the lots utilising the communal water supply, on site effluent treatment and disposal system, communal roading and other communal services to ensure that these services are maintained in an acceptable condition.
- d) Where this subdivision or development involves the vesting of assets in the Council, the consent holder shall submit to CivicCorp a copy of the Practical Completion Certificate, including the date it was issued and when it lapses. This information will be used to ensure the Council's Engineering consultants are aware of the date where the asset is no longer to be maintained by the consent holder and to assist in budgeting for the Annual Plan.
- e) The consent holder shall provide a standard power and a telecommunications supply to the net area of each lot. This shall be underground from any existing reticulation
10. Prior to certification pursuant to Section 224 of the Act and in accordance with Section 221 of the Resource Management Act 1991, a consent notice shall be registered on the pertinent Certificate of Title for the performance of the following conditions on a continuing basis:
- a) All future buildings and other structures constructed on Lot 7 of this subdivision shall be located to provide a minimum clearance distance of 8 metres from any transmission line conductor.
- b) All trees and vegetation planted on Lot 7 of this subdivision shall be selected and located to ensure that no part of that vegetation will encroach within a 4 metre clearance from Transpower's lines. The 4 metre clearance relates to vertical, horizontal and felling distance clearances and shall take account of the maximum swing and sag of transmission lines.
- c) All machinery and mobile plant operated on Lot 7 of this subdivision must maintain a minimum clearance distance of 4 metres from the transmission lines at all times.



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- d) Buildings, structures and vegetation located on Lot 7 of this subdivision shall not be located to preclude existing 4 wheel drive access to the existing support towers on this lot.
- e) No person shall, in the case of any tower or pylon supporting any conductor, excavate or otherwise interfere with any land;
- within 6 metres of the outer edge of the visible foundations of the tower or pylon; or
  - at a depth greater than 3 metres, between 6 metres and 12 metres of the outer edge of the tower or pylons; or
  - in such a way as to create an unstable batter.
- f) Excavated or other material shall not be deposited under or near the transmission lines so as to reduce the vertical distance from the ground to the conductors to a distance less than 6.5 metres.
11. All necessary easements are to be granted or reserved.
12. A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development.

Advice notes: All land use activities, including earthworks, located on Lot 7 of the subdivision must comply with the New Zealand Code of Practice for Electrical Safety Distances NZECP 34:1993 and subsequent replacements.

### LAND USE CONSENT

1. That the activity be undertaken in accordance with the plan entitled "Winery and Development Plan" prepared by Baxter Brown Reference No.1105-pres1j.dgn dated July 2002 attached hereto and marked "A" with the exception of the amendments required by the following conditions of consent.
2. That unless it is otherwise specified in the conditions of this consent, compliance with any monitoring requirement imposed by this consent shall be at the consent holder's own expense.
3. That the consent holder shall pay to Civic Corporation Limited all required administrative charges fixed by the Council pursuant to Section 36 of the Act in relation to:
  - a) the administration, monitoring and supervision of this consent; and
  - b) charges authorised by regulations.

The consent holder shall pay to CivicCorp an initial fee of \$80 for the costs associated with the monitoring of this resource in accordance with Section 35 of the Act.



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5. That upon completion of the proposed activity, the consent holder shall contact the Compliance section at CivicCorp to arrange a time for an inspection of the proposed work to ensure all conditions have been complied with.

#### Access

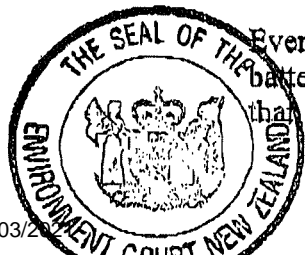
6. No formal access shall be permitted off State Highway 6 as part of this application.

#### Engineering Provisions

7. In the event that the applicant proposes to undertake the land use component of this development prior to the upgrading and sealing of Gibbston Back Road, then the applicant shall be responsible for meeting the costs of this sealing and upgrade in accordance with condition 7 (i) of the subdivision consent.
8. All engineering works shall be carried out in accordance with the Queenstown Lakes District Council's policies and standards, being New Zealand Standard 4404:1981 with the amendments to that standard adopted on 1 June 1994, together with associated standards and Codes of Practice to meet the acceptance of the Queenstown Lakes District Council's, Operations and Infrastructural Assets Manager.
9. The construction of internal roading and carparking shall be to a minimum depth of 150mm M4 AP 40 aggregate and to a minimum formation width of 4.0 metres for Lots 1 to 4 and 6 metres for Lots 5 and 6.

#### Landscaping

10. A landscaping plan shall be submitted to Wakatipu Environmental Society Incorporated for comment and subsequently submitted with such comments to the Principal: Resource Management (Civic Corporation Limited) for approval prior to any development of Lots 1-4. Landscaping shall be limited to the curtilage area defined on each of Lots 1 to 4 and highlighted in light green on Plan A attached hereto. The approved landscaping plan shall be implemented within the first planting season of construction of any buildings, and shall thereafter be maintained and irrigated in accordance with that plan. If any plant or tree should die or become diseased it shall be replaced. Predominant species in the curtilage area shall be native species including but not limited to Olearia odorata, Olearia fimbriata and Melicytus alpinus.



Evergreen species shall be allowed to a maximum height of 3 metres. All battered slopes shall be replanted in native grasses in a density no greater than 700mm centres.

In this instance the landscaping plan shall be designed to meet the following objectives:

- To provide for amenity planting on lot to be developed, which will enhance the sites and provide for a mechanism through which rural amenity and ecological values can be maintained and or enhanced.
  - Provide for buffer planting to reduce potential reverse sensitivity issues, such as spray drift from within Lot 7.
11. A landscaping plan shall be prepared and submitted to and approved by the Principal: Resource Management (Civic Corporation Limited) prior to any development of Lots 5 and 6. The approved landscaping plan shall be implemented within the first planting season of construction of any buildings, and shall thereafter be maintained and irrigated in accordance with that plan. If any plant or tree should die or become diseased it shall be replaced.

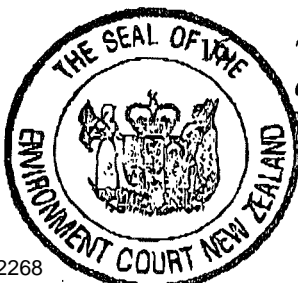
The landscaping plan shall be designed to meet the following objectives in accordance with Plan "A" attached hereto:

- Integrate the visitor accommodation lodge into the site;
- Integrate the winery processing buildings into the site;
- Integrate the winery/restaurant complex into the site, including provisions of rock work and mounding where necessary to achieve this condition;
- Screen outdoor storage areas associated with winery processing;
- Integrate and screen carparking and coach parking areas into site.

#### Design Controls

12. That the final design of the proposed winery/restaurant complex located on proposed Lot 6 shall be established through consultation with Civic Corporations Planning and Landscape Architecture staff. Final site and elevation plans shall be submitted for approval of the Principle: Resource Management; Civic Corporation, prior to undertaking the development onsite.
13. The location of the winery/restaurant complex shall be as specified on Plan "A" attached hereto.
14. The floor level of all buildings on each Lots 1 to 7 shall not exceed a height of 1 metre above the existing natural ground level as at July 2002.
15. The residential building platforms shall be located in those positions shown on Plan "A" attached hereto.

The final design of any residential unit and/or accessory buildings to be constructed within Lots 1-4 shall be submitted for approval of the Principle:





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Resource Management; Civic Corporation, and shall be undertaken in accordance with the following requirements:

- a) That any future dwelling or accessory building to be erected on Lots 1-4 shall be located within the building platform annotated and accurately dimensioned on the title plan.
- b) At the time a dwelling is erected on Lots 1-4, the provision of electricity and telecommunications services shall be laid underground to the dwelling.
- c) The maximum building height for residential units and all other buildings within proposed Lots 1-4 shall be restricted to 6 metres from original ground level.
- d) Roof pitch 22.5 to 55°. Flat roofs are only permitted as connections between structures and shall not exceed 20% of the total roof area.
- e) Roof claddings to be in steel (corrugated or tray), cedar shingles, or slate or other such materials which are consistent with part (i) of this condition.
- f) Roof colours shall comprise dark, recessive hues and shall be of low reflectivity. All steel roofing shall be painted or otherwise colour treated, and shall exclude zincalume, galfan and other similar matt-finish, untreated iron products. Acceptable coloursteel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ Colours). No other shall be permitted.
- g) Wall materials to be recessive timber, smooth plaster, or stone. If smooth plaster is used, then a dark resin shall be added, while the use of stone shall be restricted to local schist only. Wall colours to be natural and recessive (in materials as stated above) or in the range of browns, tussock, greys or natural greens. Walls to be continuous on one cladding from ground to roof.
- h) Joinery shall be in timber, steel or aluminum. Joinery colours (excepting timber) shall match roofing, gutter and spouting colours.
- i) Fencing: any boundary fencing to be in standard post and wire only. There shall be no other fences permitted. All courtyard fencing to be in materials similar to housing including plastered concrete, timber (to match house cladding), stone, or post and rail. No composite or corrugated iron fencing is permitted.

Covenant Provisions

17. That all landowners and occupiers of the residential dwelling units proposed on Lots 1-4 will allow winegrowers to carry on with the operation of vineyards without interference or restraint. A covenant shall



10

be registered against the title of each lot in accordance with the example contained in Annexure 1.

Time Extensions

- 18. That the time frame for undertaking the development of the residential dwellings located on Lot 1-4 be extended to 5 years.
- 19. That the time frame for undertaking the development of the visitor accommodation lodge located on Lot 5 be extended to 4 years.
- 20. That the time frame for undertaking the development of the winery/restaurant complex, located on Lot 6 be extended to 3 years.

Development Contribution

- 21. In respect of the commercial components of this development, commercial development contribution is payable based on half of a percent of the capital cost of each of these works. In the circumstances a maximum contribution is required, and is based on half of a percent of the assessed value of the development.

Value of works	= \$8,000,000.00
x 0.5%	= \$40,000.00
Plus GST	= \$5,000
<b>Total</b>	<b>= <u>\$45,000.00 (GST inc)</u></b>

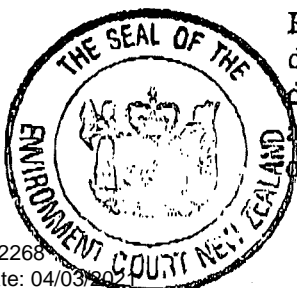
As the final costs associated with the commercial component of this development are yet to be finalised, if when these are established and subsequently differ from that figure highlighted above, the final amount payable as part of this development contribution is to be finalised by the Planning Policy and Consents Committee who shall determine the final figure for this contribution and shall be based on a fair and reasonable development contribution.

Dust Nuisance

- 22. All operations on the premises which have the potential to cause dust emissions shall be suitably managed at all times so as to avoid the creation of a dust nuisance.

External Lighting

- 23. Details of all external lighting shall be submitted for approval of the Principle: Resource Management; Civic Corporation prior to the development of the site. In this instance all external lighting shall be designed and located to avoid light spill beyond the boundary of the site and flood lighting shall be shielded to prevent glare and upward omission of light.



24. That the construction of any buildings authorised by this consent shall not be given effect to until such time as all trellising, wires, irrigation lines and associated infrastructure for grape planting is completed and grape vines have been planted to the satisfaction of the Principle: Resource Management; Civic Corporation.

Bond

25. That a bond be entered into in a form to be determined by the Council's solicitors, to secure performance of the works required by condition 24 above. The consent holder shall present details as to the anticipated costing for establishing the works outlined in condition 24 above and the bond shall be for the sum of these proposed works. The cost of setting up the bond is to be borne by the applicant.

This resource consent shall not be exercised until the applicant has provided evidence to the Council that the bond has been established.

The bond shall be released upon request when Civic Corporation Limited's Compliance Section has inspected the required work and is satisfied that the condition is satisfactorily completed.

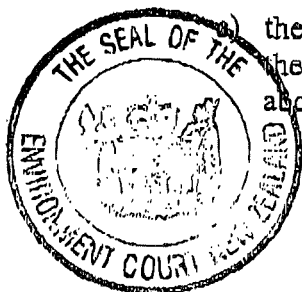
This document is to be approved by the Council/CivicCorp lawyers and the cost of perusal is to be borne by the consent holder.

Review

26. Within 10 working days of each anniversary of the decision or upon the receipt of information identifying non-compliance with the conditions of this consent, the Council may, in accordance with Sections 128 & 129 of the Resource Management Act 1991, serve notice on the consent holder of it's intention to review the conditions of this resource consent for any of the following purposes:

- a) there is or is likely to be an adverse environmental effect as a result of the exercise of this consent, which was unforeseen when the consent was granted.
- b) monitoring of the exercise of the consent has revealed that there is or is likely to be an adverse effect on the environment.

c) there has been a change in circumstances such that the conditions of the consent are no longer appropriate in terms of the purpose of the above Act.



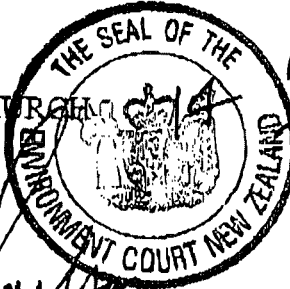
24/10/2003 08:43

NO.539

12

[5] There is no order as to costs.

DATED at CHRISTCHURCH *August* June 2003.



*J R Jackson*  
\_\_\_\_\_  
J R Jackson  
Environment Judge

Issued: 15 AUG 2003

### 1.9.2 Covenants

More recently land use covenants have been used to regulate these cross boundary effects. Covenants can be very useful in ensuring future complaints from neighbours are kept to a minimum. An example of such a covenant is as follows:

*The Winegrower owns and operates vineyards on the land.*

*Noise generation is an unavoidable effect of such vineyard operation, including without limitation, noise from the operation of turbine sprayers, compressed air leaf removers, tractors, harvester, trimmers, motor bikes, frost protecting windmills and bird scaring devices (including without limitation propane gas canons, shotguns; electronic bird distress calls, horns and sirens).*

*Spray drift is also an unavoidable effect of such vineyard operation. In particular spray drift from herbicide spraying during September and fungicide spraying during the months from October up to and including May;*

*The operation of a vineyard is a permitted activity conducted in accordance with the relevant District Plan, to which the land is subject,*

*The Neighbour will allow the Winegrower to carry on the operations of the vineyard without interference or restraint from the Neighbour,*

*The Neighbour will not, so long as the operations of the vineyard are carried on in accordance with the relevant District Plan or any replacement plan, bring any proceedings for damages, negligence, nuisance, trespass or interference arising from the use of the vineyard:*

*The Neighbour will not:*

- (i) make nor lodge; nor*
- (ii) be party to; nor*
- (iii) finance nor contribute to the cost of;*

*by submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the operations of the vineyards on the land, including without limitation any action to require the Winegrower to modify the operations carried out on the land.*

## Annexure Schedule

per

TRANSFER

Dated

Page

2

of

2

Pages

## Continuation of "Estate or Interest or Easement to be created"

In this document the following meanings apply:

"Dominant Tenement" means the land legally described as [Lot /Deposited Plan /CT...] and each and every Lot into which this land may hereafter be lawfully subdivided.

"Transferor" includes the Transferor, the Transferor's successors in title and all those legally entitled to occupy the Servient Tenement.

## 2. The Transferor acknowledges that:

- (a) the Transferee owns and operates vineyards on the Dominant Tenement;
- (b) noise generation is an unavoidable effect of such vineyard operation, including without limitation, noise from the operation of turbine sprayers, compressed air leaf removers, tractors, harvesters, trimmers, motor bikes, frost protecting windmills and bird scaring devices (including without limitation propane gas cannons, shotguns, electronic bird distress calls, horns and sirens);
- (c) spray drift is also an unavoidable effect of such vineyard operation. In particular spray drift from herbicide spraying during September and fungicide spraying during the months from October up to and including May;
- (d) the operation of a vineyard is a permitted activity conducted in accordance with the Marlborough District Plan, to which the Dominant Tenement is subject.


## 3. The Transferor agrees and covenants that:

- (a) the Transferor will allow the Transferee to carry on the operations of the vineyard without interference or restraint from the Transferor;
- (b) the Transferor will not, so long as the operations of the vineyard are carried on in accordance with the Marlborough District Plan or any replacement plan, bring any proceedings for damages, negligence, nuisance, trespass or interference arising from the use of the vineyard;
- (c) the Transferor will not:
  - (i) make nor lodge; nor
  - (ii) be party to; nor
  - (iii) finance nor contribute to the cost of;

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1981 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the operations of the vineyards on the Dominant Tenement, including without limitation any action to require the Transferee to modify the operations carried out on the Dominant Tenement.

## 4. The covenants on the part of the Transferor are to continue to apply so long as the vineyards are operated on the Dominant Tenement notwithstanding any intensification in or change of method of the operations of the vineyard.

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.

**From:** Katharine Hockly [katharine.hockly@qldc.govt.nz](mailto:katharine.hockly@qldc.govt.nz)   
**Subject:** FW: S108(2)(d) Covenant Variation  
**Date:** 14 July 2020 at 5:23 PM  
**To:** Tim Williams [tim@williamsandco.nz](mailto:tim@williamsandco.nz)  
**Cc:** Fiona Blight [fiona.blight@qldc.govt.nz](mailto:fiona.blight@qldc.govt.nz)



Hi Tim

I have discussed the below with Fiona Blight.

Council is comfortable that it can treat the condition as a land use condition despite it being under the heading 'subdivision'. This is because it is a land use condition in substance by virtue of being a 108(2)(d) covenant condition.

It appears that MACTODD took the above approach when they registered the condition. This is why it is registered as a 108 covenant and not a consent notice.

Accordingly, Council is comfortable that a 127 application would be the right approach.

Kind regards  
Katharine

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**Katharine Hockly** | Associate Counsel (RMA/Regulatory)  
Queenstown Lakes District Council  
DD: +64 3 441 1784 | P: +64 3 441 0499 | M: +64 27 4383597  
E: [katharine.hockly@qldc.govt.nz](mailto:katharine.hockly@qldc.govt.nz)



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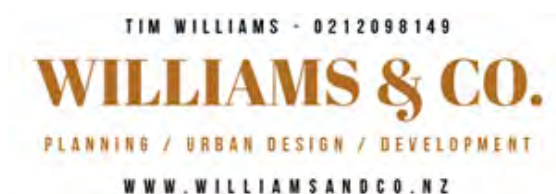
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**From:** Tim Williams [<mailto:tim@williamsandco.nz>]  
**Sent:** Tuesday, 7 July 2020 4:03 PM  
**To:** Katharine Hockly <[katharine.hockly@qldc.govt.nz](mailto:katharine.hockly@qldc.govt.nz)>  
**Subject:** Re: S108(2)(d) Covenant Variation

Hi Katherine,

As discussed attached is the consent order. Condition 12 of the subdivision details the covenant to be registered on Lot 7. The actual wording of the covenant as registered on the title is also attached, which as we discussed has slightly different wording.

Regards



On 26/06/2020, at 9:18 AM, Katharine Hockly <[katharine.hockly@qldc.govt.nz](mailto:katharine.hockly@qldc.govt.nz)> wrote:

Hi Tim

To change a 108(2)(d) covenant you need to make an application under s 127 to vary the

underlying condition. If that variation is granted then the covenant can simply be updated on the title (or removed) to reflect the variation decision.

Let me know if you need any further info.

Kind regards  
Katharine

<b>Katharine Hockly</b>   Associate Counsel (RMA/Regulatory)  Queenstown Lakes District Council  DD: +64 3 441 1784   P: +64 3 441 0499   M: +64 27 4383597  E: <a href="mailto:katharine.hockly@qldc.govt.nz">katharine.hockly@qldc.govt.nz</a>	
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**From:** Tim Williams [<mailto:tim@williamsandco.nz>]  
**Sent:** Thursday, 25 June 2020 4:26 PM  
**To:** Katharine Hockly <[katharine.hockly@qldc.govt.nz](mailto:katharine.hockly@qldc.govt.nz)>  
**Subject:** S108(2)(d) Covenant Variation

Hi Katharine,

I have a client that has a s108(2)(d) covenant in favour of Council registered on their title. Can you confirm the process for working through with QLDC if they wanted to look at varying or canceling it?

Regards  
<image003.jpg>



200988  
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Environment  
Court...ion.pdf



# View Instrument Details



**Instrument No** 10078726.2  
**Status** Registered  
**Date & Time Lodged** 29 May 2015 16:47  
**Lodged By** Sorbello, Robin Peri  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**

400984                      Otago  
401353                      Otago

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**Annexure Schedule:** Contains 7 Pages.

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**Grantor Certifications**

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Caveator under Caveat 9697902.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent
- Mortgage 8622178.2 is being discharged/extinguished in a prior dealing or in the same dealing
- Encumbrance 962007.62 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required
- I certify that the Encumbrancee under Encumbrance 9654347.1 has consented to this transaction and I hold that consent

**Signature**

Signed by Alistair John Moore as Grantor Representative on 29/05/2015 03:34 PM

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**Grantee Certifications**

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

**Signature**

Signed by Alistair John Moore as Grantee Representative on 29/05/2015 03:52 PM

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

### Easement instrument to create land covenant

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

**Grantor**

**Mt Rosa Estate Limited**

**Grantee**

**Mt Rosa Estate Limited**

**Creation of Covenant**

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

**Schedule A**

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	Lot 6 DP 400629 (CFR 400984)	Lot 7 DP 400629 (CFR 401353)

**Covenant provisions**

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

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**Easement instrument to create land covenant**

**Schedule B**

**CONTINUATION OF COVENANT PROVISIONS**

**Background**

- A. The Grantor is the registered proprietor of the Servient Tenement.
- B. The Grantee is the registered proprietor of the Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants.

**1. Interpretation**

- 1.1 For the purposes of this Instrument:

**"Agreed Activities"** means:

any development and/or use of the Dominant Tenement for vineyard purposes including (without limitation), plantings, structures, buildings and other improvements.

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

**"District Plan"** means the operative Queenstown Lakes District Council District Plan (or equivalent successor plan).

**"Dominant Tenement"** means all or any part of the land contained or formerly contained in the dominant tenement set out in Schedule A of this Instrument.

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

**"Grantor"** means the registered proprietor of the Servient Tenement from time to time together with any tenants, occupiers or invitees on the Servient Tenement.

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

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

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

- a. resource consent;

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**Easement instrument to create land covenant**

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

**"Relevant Authority"** means any court, government, local, statutory or non-statutory body including the Queenstown Lakes District Council having jurisdiction over the land referred to in this Instrument.

**"RMA"** means the Resource Management Act 1991.

**"Servient Tenement"** means all or any part of the land contained or formerly contained in the servient tenement set out in Schedule A of this Instrument.

1.2 For the avoidance of doubt:

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

2. **General Covenants**

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times.
- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument.
- d. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument.

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### Easement instrument to create land covenant

#### 3. Covenants in Relation to Agreed Activities

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

- a. will not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities.
- b. will not Lodge any Submission to any Planning Proposal for any Agreed Activities undertaken or proposed by, or with the written approval of, any Grantee in respect of any part of the Dominant Tenement and further, if called upon to do so by any Grantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as "**Grantor's Written Approval**")
- c. hereby gives Grantor's Written Approval for any Planning Proposal referred to in clause 3.1(b)(including for purposes under the RMA).
- d. irrevocably nominates, constitutes and appoints the Grantee (jointly and severally) or any nominee of any Grantee to be the true and lawful attorney of the Grantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to sign any Grantor's Written Approval. Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the Grantor comprise an irrevocable and unconditional authorisation and instruction to any Grantee or its nominee to sign any Grantor's Written Approval.
- e. will if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of any of the Grantee on the terms and for the purposes set out in clause 3.1(d).

##### 3.2 The parties acknowledge and agree that:

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

#### 4. General

- 4.1 Any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.

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**Easement instrument to create land covenant**

- 4.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Instrument.
- 4.3 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.
- 4.4 No provision of this Instrument shall be construed as imposing liability on any Grantor where that Grantor has complied with its obligations under this Instrument in relation to its Servient Tenement, so that a Grantor shall only be liable for acts and omissions in relation to its own Servient Tenement under this Instrument.

**5. Liability**

- 5.1 Without prejudice to the Grantor's and Grantee's' other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Tenement and only in respect of that part of the Servient Tenement owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of the Servient Tenement).

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

**Land Transfer Act 1952 section 238(2)**

<p><b>Person giving consent</b> <i>Surname must be underlined</i></p> <p><b>ULLRICH ALUMINIUM CO LIMITED</b></p>	<p><b>Capacity and Interest of Person giving consent</b> <i>(eg. Mortgagee under Mortgage no.)</i></p> <p>Caveator under Caveat No 9697902.1</p>
--	--

**Consent**  
*Delete words in [] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]  
the Person giving consent hereby consents to:

Registration of the attached Land Covenant

Dated this 27 day of MAY 2015

<p><b>Attestation</b></p> <p><i>[Handwritten Signature]</i> Director</p> <p><i>[Handwritten Signature]</i> DIRECTOR</p>	<p>Signed in my presence by the Person giving consent</p> <p><i>[Handwritten Signature]</i></p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name <b>MARGARET CLEAL</b></p> <p>Occupation <b>ADMINISTRATOR</b></p> <p>Address <b>AUCKLAND</b></p>
<p>Signature [Common seal] of Person giving consent</p>	

<sup>1</sup> 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.

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

**Land Transfer Act 1952 section 238(2)**

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
MT ROSA WATER LIMITED	Encumbrancee under Encumbrance No 9654347.1

**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

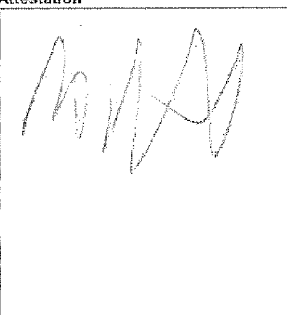
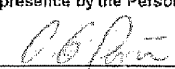
[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the Person giving consent hereby consents to:

Registration of the attached Land Covenant

Dated this 28 day of may 2015

**Attestation**

	Signed in my presence by the Person giving consent  <hr/> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation <b>CLARK GRAEME PIRIE</b> Address <b>SOLICITOR</b> <b>QUEENSTOWN</b>
Signature [Common seal] of Person giving consent	

<sup>1</sup> 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.



# View Instrument Details



**Instrument No** 10099904.2  
**Status** Registered  
**Date & Time Lodged** 21 July 2015 17:16  
**Lodged By** Hazlett, Mary Jane  
**Instrument Type** Easement Instrument



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**Affected Computer Registers**    **Land District**

400983                                    Otago  
401353                                    Otago

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**Annexure Schedule:** Contains 6 Pages.

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**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 8622178.2 is being discharged/extinguished in a prior dealing or in the same dealing
- Encumbrance 962007.62 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required
- Encumbrance 9654347.1 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

**Signature**

Signed by Alistair John Moore as Grantor Representative on 29/07/2015 12:48 PM

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**Grantee Certifications**

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

**Signature**

Signed by Alistair John Moore as Grantee Representative on 29/07/2015 12:49 PM

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

**Easement instrument to create land covenant**

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

**Grantor**

Mt Rosa Estate Limited

**Grantee**

Mt Rosa Estate Limited

**Creation of Covenant**

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

**Schedule A**

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	Lot 5 DP 400629 (CFR 400983)	Lot 7 DP 400629 (CFR 401353)

**Covenant provisions**

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

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**Easement instrument to create land covenant**

**Schedule B**

**CONTINUATION OF COVENANT PROVISIONS**

**Background**

- A. The Grantor is the registered proprietor of the Servient Tenement.
- B. The Grantee is the registered proprietor of the Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants.

**1. Interpretation**

- 1.1 For the purposes of this instrument:

**"Agreed Activities"** means the erection of a single residential dwelling on the Dominant Tenement, provided that the following conditions exist:

- i. The dwelling must be more than 35 metres from the boundary of the Servient Tenement.
- ii. The dwelling must be suitably screened by planting and landscaping so as to be reasonably difficult to see from the building platform on the Servient tenement.

**"Covenants"** means the covenants set out in this instrument.

**"District Plan"** means the operative Queenstown Lakes District Council District Plan (or equivalent successor plan).

**"Dominant Tenement"** means all or any part of the land contained or formerly contained in the dominant tenement set out in Schedule A of this Instrument.

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

**"Grantor"** means the registered proprietor of the Servient Tenement from time to time together with any tenants, occupiers or invitees on the Servient Tenement.

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

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

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**Easement Instrument to create land covenant**

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

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

"**Relevant Authority**" means any court, government, local, statutory or non-statutory body including the Queenstown Lakes District Council having jurisdiction over the land referred to in this Instrument.

"**RMA**" means the Resource Management Act 1991.

"**Servient Tenement**" means all or any part of the land contained or formerly contained in the servient tenement set out in Schedule A of this Instrument.

1.2 For the avoidance of doubt:

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

2. **General Covenants**

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times.
- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument.

AJM-0309513-52-47-V1

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**Easement Instrument to create land covenant**

- d. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument.

**3. Covenants in Relation to Agreed Activities****3.1 The Grantor covenants and agrees with the Grantee that the Grantor:**

- a. will not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities.
- b. will not Lodge any Submission to any Planning Proposal for any Agreed Activities undertaken or proposed by, or with the written approval of, any Grantee in respect of any part of the Dominant Tenement and further, if called upon to do so by any Grantee, will provide written approval (including affected person's approval under the RMA) in respect of any such Planning Proposal (referred to as "**Grantor's Written Approval**")
- c. hereby gives Grantor's Written Approval for any Planning Proposal referred to in clause 3.1(b)(including for purposes under the RMA).
- d. irrevocably nominates, constitutes and appoints the Grantee (jointly and severally) or any nominee of any Grantee to be the true and lawful attorney of the Grantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to sign any Grantor's Written Approval. Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the Grantor comprise an irrevocable and unconditional authorisation and instruction to any Grantee or its nominee to sign any Grantor's Written Approval.
- e. will if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of any of the Grantee on the terms and for the purposes set out in clause 3.1(d).

**3.2 The parties acknowledge and agree that:**

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

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**Easement instrument to create land covenant**

**4. General**

- 4.1 Any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Instrument.
- 4.3 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.
- 4.4 No provision of this Instrument shall be construed as imposing liability on any Grantor where that Grantor has complied with its obligations under this Instrument in relation to its Servient Tenement, so that a Grantor shall only be liable for acts and omissions in relation to its own Servient Tenement under this Instrument.

**5. Liability**

- 5.1 Without prejudice to the Grantor's and Grantee's other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Tenement and only in respect of that part of the Servient Tenement owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of the Servient Tenement).

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

**Land Transfer Act 1952 section 238(2)**

<b>Person giving consent</b> <i>Surname must be underlined</i>	<b>Capacity and interest of Person giving consent</b> <i>(eg. Mortgagee under Mortgage no.)</i>
MT ROSA WATER LIMITED	Encumbrancee under Encumbrance No 9654347.1



**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]  
 the Person giving consent hereby consents to:

Registration of the attached Land Covenant

Dated this 20 day of July 2015

**Attestation**

	Signed in my presence by the Person giving consent
	
Signature [Common seal] of Person giving consent	Signature of Witness
Witness to complete in BLOCK letters (unless legibly printed):	Witness name
Occupation	CLARK GRAEME PIRIE
Address	SOLICITOR QUEENSTOWN

<sup>1</sup> 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.

**To: Monterosa Estate (NZ) Limited**  
**5 Lowburn Valley Road, RD2**  
**Cromwell 9384**

## Crossing place authorisation

Waka Kotahi NZ Transport Agency hereby authorises a crossing place onto a Limited Access Road (LAR) pursuant to Section 91 of the Government Roding Powers Act 1989 as set out below.

### 1. Limited Access Road

The section of State Highway 6 described as Gibbston Highway - Nevis Bluff to Kawarau River declared a limited access road in NZ Gazette dated: 18/03/1999 at page 838.

### 2. Land to gain access

Lot 7 DP 497681, Kawarau Survey District, Computer Freehold Register 735506.

### 3. Crossing place

This authorisation applies to the crossing place at 168.989051, - 45.035715 and shown on Appendix 1. The crossing place has been allocated identification CP4.

### 4. Authorisation

This notice confirms that vehicles are permitted to proceed to and from State Highway 6 from and to the parcel of land described in 2, via CP4.

### 5. Land use

At the time of authorisation, the land to gain access via CP4 is 18.33 ha and is used for horticultural purposes. There is a single shed located on the site. A single residential dwelling is to be constructed on the site and will use CP4 to access the site. CP4 is to be used to access one residential dwelling only.

### 6. Conditions

- a) The crossing place CP4 is located at GPS coordinates listed in 3 above and constructed to a Diagram C standard in accordance with the Waka Kotahi NZ Transport Agency Planning Policy Manual 2007.
- b) The crossing place shall at all times be kept properly repaired and maintained by the land owner(s) at their owner's expense.
- c) The crossing place is authorised for residential use (single dwelling).
- d) No works are to be undertaken on the state highway without the prior written approval of Waka Kotahi NZ Transport Agency pursuant to Section 51 of the Government Roding Powers Act 1989.
- e) If, as a result of a change in the nature or scale of use of the crossing place, Waka Kotahi is satisfied that works to the crossing place are necessary to address safety or efficiency concerns, then Waka Kotahi will notify the owner of the works required. The owner shall carry out the required works, at his/her cost, in the specified time frame to the satisfaction of Waka Kotahi, within the time specified in the notice of required works.



## 7. Advice

- a) Please note that the landowner(s) are responsible for maintaining the access to the appropriate standard as per Condition 6a of this letter, as well as ensuring loose material is not tracked or does not migrate onto the state highway so as to avoid creating a hazard to road users.
- b) Any approval from Waka Kotahi for the use of a crossing place does not obviate the need to gain landowner approval or secure legal right to access (or undertake works on) private property owned by a third party.
- c) Pursuant to Section 92 of the Government Rounding Powers Act 1989, no person may drive or move any vehicle or animal or permit any vehicle or animal to be driven or moved, on to or from any limited access road except at any crossing place authorised by Waka Kotahi.
- d) Any change of use of the access, including where the property is subdivided or the land use changes may require further authorisation by Waka Kotahi. Please contact Waka Kotahi for further advice.
- e) The conditions described above form part of the authorisation and must be complied with at all times. Waka Kotahi may cancel or vary all or any of the conditions imposed, impose further conditions, or vary the location of the crossing place by notice to the landowner.
- f) From time to time Waka Kotahi may monitor and/or review this authorisation. Reviews may consider aspects such as changes in use of the crossing, current state highway traffic volumes, crash statistics, complaints, and/or any updated design/construction standards for crossing places.
- g) If Waka Kotahi determines works to the crossing place are required, the owner will be notified and required to carry out the specified works at the owner's cost and within the specified timeframes.
- h) Any works on the state highway, including construction/repair/upgrade of the crossing place, require the prior written consent of Waka Kotahi pursuant to Section 51 of the Government Rounding Powers Act 1989. Nothing in this notice constitutes approval to undertake works on the state highway. Contact Waka Kotahi for further advice.
- i) Section 91(1)(a)(iii) of the Government Rounding Powers Act specifies that Waka Kotahi may cancel the right to use any crossing place if the parcel of land has reasonable practicable legal access to another road or has another authorised crossing place.
- j) The following matters are offences under the Government Rounding Powers Act 1989 (Section 97), and are liable on conviction to a fine not exceeding \$500:
  - (i) Failing to comply with any condition specified in this authorisation;
  - (ii) Driving or moving any vehicle or animal (or permitting the same) on to or from any limited access road other than at an authorised crossing;
  - (iii) Using or making any unauthorised crossing place onto a limited access road.
- k) This authorisation supersedes any earlier authorisation(s).

Dated this 19th day of October 2020

SIGNED for and on behalf of the  
WAKA KOTAKI NZ TRANSPORT AGENCY



JENNI FITZGERALD  
Manager, Consents & Approvals  
(acting pursuant to delegated authority)

**Appendix 1: Crossing Place (CP4) to Lot 7 DP 497681**



## Monterosa Estate

### Introduction

Monterosa Estate is a successful vineyard supplying premium Pinot Noir grapes to local wineries, where the grapes are processed, bottled and exported to the UK, North America and other destinations. The grapes from our vineyard are of award-winning quality due to the location, altitude and soil types. We strive for excellence and take pride in the presentation of our vineyard due to the location adjacent to the Gibston Highway. We are conscious that our vineyard is the first vineyard tourists view, driving from Cromwell to Queenstown and driving East, the last in the Valley.

The subject site is a rectangular area of land that was intentionally left unplanted, with a future (in mind) potential house site. We anticipate hiring an on-site manager, and would therefore require accommodation, not only from a housing point a view but also for security purposes. We have had numerous instances of people driving onto the property (day and night) helping themselves to grapes, leaving their beer bottles spread around and wandering around parked machinery.

The operation of a vineyard requires specialised machinery, and we cannot afford to have this tampered with. It is critical that these machines are operational all the time and not subject to potential sabotage from individuals wanting some fun.

There is also the issue of liability. There are potential hazards, and while every measure is taken to mitigate, these risks still exist. There is also a risk of fire, and we are very conscious of the location of our vineyard in relation to Mt Rosa and the Nevis Bluff. The predominant wind is from West/ North West to East (down the valley) and with the right conditions, a fire could rapidly accelerate across the vineyard and spread up through the native flora onto Mt Rosa at the Bluff. It is therefore desirable to have on-site management, to watch over our vineyard especially at night and raise the alarm, if required.

### Summary

Tourism is an integral part of our local economy and prior to our borders being closed, wine tourism including wine tasting and an experience from visiting a vineyard, was in big demand. Every visitor that drives through the Gibston Valley sights our vineyard first. We feel we have an obligation to present our vineyard to the highest standard possible. We desire to create an attractive house site (if approved) that will blend into the natural scenery and have minimal visibility from the Highway.

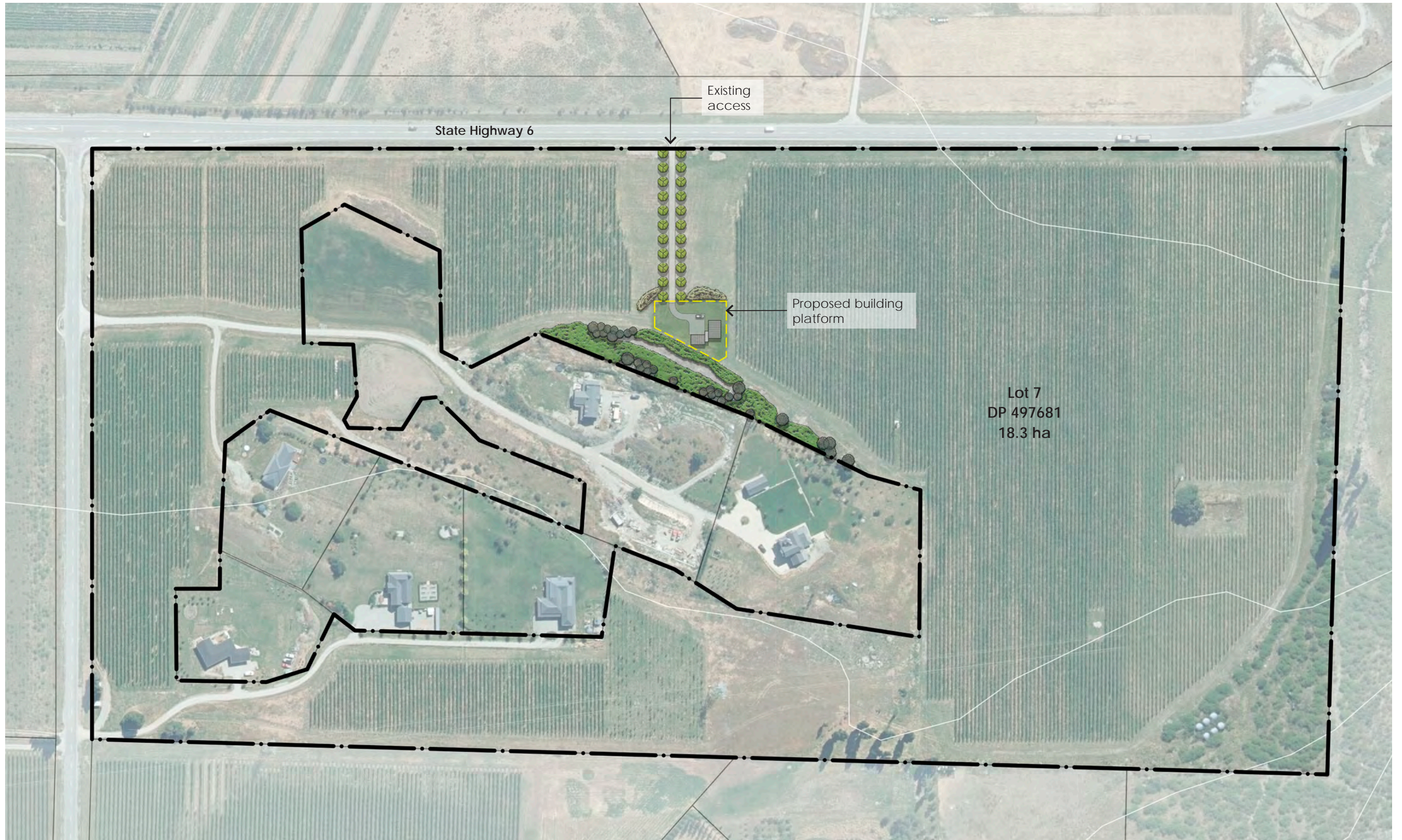
A dwelling on the subject site will enable us to provide for an on-site manager and a level of security that we increasingly need. We trust that the Council will give due consideration to our proposal and approve our application. Thankyou

Sincerely

Philip & Trish Copland

Monterosa Estate





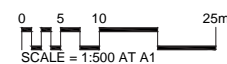




### Planting Schedule

Botanic name	Common Name	Spacing	Size	%
<i>Carmichaelia petriei</i>	Nz broom	1.2m	PB3	10%
<i>Coprosma propinqua</i>	Mingimingi	1.2m	PB3	20%
<i>Coprosma rigida</i>	Stiff karamu	1.2m	PB3	10%
<i>Myrsine divaricata</i>	Weeping matipo	1.2m	PB3	10%
<i>Olearia lineata</i>	Twiggy Tree Daisy	1.2m	PB3	20%
<i>Oleria odorata</i>	Scented tree daisy	1.2m	PB3	20%
<i>Sophora microphylla</i>	South island kowhai	1.2m	PB3	10%

**Note:** Planting to take place between existing rocks and species to be planted in groups of 3 or more.







## LANDSCAPE ASSESSMENT REPORT

**Residential Building Platform**

**Monterosa Estate (NZ) Ltd**

**Gibbston Valley**

17 February 2021



Document prepared by	Felipe Braga
Document reviewed by	Stephen Skelton
Status	Resource Consent
Issued	17 February 2021

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## 1. INTRODUCTION

1.1. This report provides an assessment of the landscape character and visual amenity effects the establishment of a residential building platform (BP), access and landscaping in the Gibbston Valley. This report includes:

- A description of the landscape,
- A description of the proposal,
- A landscape assessment,
- Conclusion,
- Attachments.

## 2. DESCRIPTION OF THE LANDSCAPE

2.1. The Gibbston Valley is the terraced lands east of the Kawarau Bridge (the bungy bridge) and west of the Nevis Bluff. The valley's northern boundary is defined by the incised gorge created by the Kawarau River and its southern boundary is defined by the steepening and increasingly natural and alpine character of the mountains, Ben Cruchan (1895masl), Mt Edward (1334masl) and Mt Rosa (1322masl).

2.2. The Gibbston Valley was created over time by direct and indirect glacial processes and the shifting path of the Kawarau River. The valley displays a distinct series of large historic river terraces that step down from south to north to meet the existing Kawarau River. The Kawarau River now flows through a steep-sided gorge between the Gibbston Valley and southern foot of the Crown Range mountains.

2.3. Hemmed in by the northern and southern mountains, the eastern edge of the Gibbston Valley is defined by the dramatic Nevis Bluff which falls steeply from the summit of Mt Rosa to meet the Kawarau River. The Gibbston Valley's western edge is just as determinatively defined by the ridge that falls down from Ben Cruchan to meet the Crown Range and the Kawarau River. This edge is largely defined by the historic Kawarau Bridge which now hosts the Kawarau Bungy near the natural tor rock feature known as the Judge and Jury. It is noted that the Judge and Jury feature, while visible from Gibbston, is not within the Gibbston Valley.



- 2.4. The site is located in the eastern part of the Gibbston Valley, immediately south of SH6. In this part of the Gibbston Valley the highway runs east west across a terrace which rises up to the south and falls down to the north to meet the Kawarau. This part of the valley holds a strong rural living character set amongst a frame of open space. Most buildings are set back from the highway and within wider areas of visible open space including open grassland and vines. The steep rocky escarpments and outcrops and naturalised vegetation of mostly weed species contributes to a natural character. The backdrop of ONL mountains dominates views. Overall, this part of the Gibbston Valley is rural living and viticultural in character with pastoral, natural and visitor attraction character elements.
- 2.5. The site 18.3ha in area and is located south of SH6 and east of Gibbston Back Road on a terrace riser at the eastern edge of the Gibbston Valley. The site is occupied by a vineyard, which wraps around 6 rural living neighbouring lots (Lot 1 DP 400629, Lot 2 DP 497681, Lot 3 DP 400629, Lot 4 DP 400629, Lot 5 DP 400629, Lot 6 DP 400629). These rural living lots exist on and near a rock outcrop which is surrounded by vines. The proposed BP will be located near the foot of a rock outcrop, in a clear, grassed area framed by vines.

### **3. DESCRIPTION OF THE PROPOSAL**

- 3.1. A detailed description of the proposal is contained within the Assessment of Environmental Effects which forms part of this application.
- 3.2. This proposal seeks consent for a BP and landscaping. The proposed building platform will be located 85m south of SH6, near the middle of the site at the base of a small rock outcrop. The proposal consists of a 1,000m<sup>2</sup> BP with 4.5m height limit from existing ground. The applicant seeks a modest building to house and support viticultural staff. The proposed building coverage of the BP will be 35% resulting in a potential 350m<sup>2</sup> maximum building area.
- 3.3. Structural landscaping is also proposed (refer Landscape Plan). An avenue of 22 Pin Oak trees is proposed alongside the driveway. Near the BP, between the BP and the road will be two, 1m high vegetated mounds planted in tussock. Approximately 1,800m<sup>2</sup> of indigenous vegetation will be

planted on the hill face to the south of the BP, replacing weed species, connecting existing patches of native vegetation and mixing with existing rock formations. The planting will enhance the natural character of the landscape and provide visual mitigation by screening and visually absorbing a future building from public and private views.

#### 4. LANDSCAPE ASSESSMENT

##### *Methodology*

4.1. In undertaking this landscape assessment, Patch visited the site on several occasions. Building poles were erected and Patch viewed the building poles from the surrounding places and took photographs using a digital SLR camera. These photographs are attached (**Attachment A, Images 1 to 12**) to this report.

4.2. This report uses the following definitions:

- Landscape character and amenity effects – These effects derive from changes in the physical landscape, which may give rise to changes in its character and how this is experienced. This may in turn affect the perceived value ascribed to the landscape.
- Visual effects – Visual effects relate to the changes that arise in the composition of available views as a result of changes to the landscape, to people’s responses to the changes, and to the overall effects with respect to visual amenity.<sup>1</sup>
- Landscape – Landscape is the cumulative expression of natural and cultural features, patterns and processes in a geographical area, including human perceptions and associations.

##### *Landscape category*

4.3. The site is part of the Gibbston Character Zone in both the Operative District Plan (**ODP**) maps (Map 13) and the Proposed District Plan (**PDP**) maps (Stage 1 – Map 15). While it is shown in the PDP as being part of an Outstanding Natural Landscape (ONL), The Gibbston Valley is its own landscape with its own provisions in the plans.

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<sup>1</sup> The Quality Planning Resource

### **Statutory considerations**

- 4.4. The following portion of this report will provide an assessment of the proposal within the frame of the Proposed District Plan (PDP) matters contained within Chapter 23 of the PDP, Gibbston Character Zone, Decisions Version (June 19).

### **Extent of Effect**

- 4.5. In assessing the extent of effects, this report uses the following seven-point scale:  
*very high, high, moderate-high, moderate, moderate-low, low, very low.*
- 4.6. An effects rating of moderate–low corresponds to a ‘minor’ adverse effects rating. An adverse effects rating of ‘low’ or ‘very low’ corresponds to a ‘less than minor’ adverse effects rating.

### **Visibility Overview**

- 4.7. The proposed building platform may be visible from an approximately 450m portion of SH6 (**Image 2 – 8**) and from a very small portion of the Gibbston Back Road (**Images 10 -12**). From most of these views the proposed activity will be largely screened by the existing vines and only a small portion of a future roof may be visible. It is noted that the screening effect of the vines will be diminished in times when they are not in leaf.
- 4.8. The BP’s highest potential level of visibility is over an 85m long portion of SH6 (**Images 3 - 5**) where the site is open to the road and the BP will not be screened by the existing vines. From this part of the highway the proposed mounds and avenue trees will aid in screening future building and domestic activities and integrating them with the landscape.
- 4.9. The proposed BP may also be visible from the access to private places to the north of SH6 (Lot 13 DP 341475, Lot 35 DP 341475 and Lot 37 DP 341475 (between **Images 2 and 3**)) and from two private places immediately adjacent to the site, on the upper rock outcrop’s edge to the south of the proposed BP (Lot 5 DP 400629 and Lot 6 DP 400629). The proposed BP will not be visible from the dwellings to the south and will only be visible from near those property’s northern boundary.

## **PDP Assessment Matters, Rules – Assessment Matters (Landscape)**

### *23.7.1 Effects on landscape character*

#### *23.7.1.1*

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

- 4.10. The proposed BP will not be adjacent to any ONL or ONF and will not adversely affect the quality and character of any ONL or ONF.

#### *23.7.1.2*

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

- 4.11. The scale of a future building will be moderate in scale (maximum 350m<sup>2</sup> and 4.5m high) and its materials and form will appear complementary to the landscape's rural living character and sympathetic to the landscape's natural character. It will appear recessive within the existing rural living context (subject to PDP Rules 23.5.1) and will form an integral part of that existing rural living cluster. The balance of the site and surrounding landscape will retain a dominant viticultural character. The proposed BP will not degrade the landscape character to a more than low extent.

#### *23.7.1.3*

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

- 4.12. The proposed vegetation shown on the landscape plan will help set the proposed BP into a frame of vegetation which will aid in visually absorbing a future building into the landscape. The proposed vegetation on the escarpment to the south of the BP will be compatible with the existing vegetation patterns in the surrounding landscape as all proposed species of native plants exist within the surrounding landscape. The proposed Pin Oak avenue trees will be consistent

with tree planting along SH6 on the opposite side of the Gibbston Back Road to the west. The planted tussock mounds will be compatible with other landscape patterns in Gibbston. Overall, the design and landscaping will be compatible with and will enhance the existing character of the surrounding landscape.

#### *23.7.2 Effects on visual amenity*

##### *23.7.2.1*

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

- 4.13. The proposed BP will be set back approximately 85m from SH6. It is noted that currently the Queenstown Trail cycleway ends opposite the site near the junction of the Gibbston Back Road and SH6 (**Image 10**). The proposed building platform will be moderate in scale and will be significantly less prominent than other existing dwellings within of the surrounding landscape. The proposal will not be visually prominent and will be well integrated visually into the landscape.

##### *23.7.2.2*

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

- 4.14. Views from the surrounding private places will be unaffected by the proposal. While the BP may be visible from some distant private places, it will not detract from private views to a more than very low degree.

##### *23.7.2.3*

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

- 4.15. The elements that will be used to screen and mitigate the dwelling will not detract from or obstruct views from private or public places. The earthworks and the planting will not detract

from the landscape character to a more than very low degree and will aid in integrating development into the existing patterns and processes of the landscape.

#### 23.7.2.4

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

- 4.16. The proposed BP will be sited near an escarpment and near the middle of a vineyard. The existing confining elements will be enhanced through the use of a proposed mound to the north of the BP. These confining elements will reduce the BP’s visibility from public and private places.

#### 23.7.2.5

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

The proposed associated planting will not reduce visual amenity and will be consistent with the landscape’s existing natural topography and patterns. The avenue of Pin Oaks will enhance the rural character of the landscape and act as a coherent element. The proposed mounds will appear consistent with the patterns of the surrounding landscape.

#### 23.7.2.6

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

- 4.17. This proposal will not create new boundaries.

### 23.7.3 Design and density of development

#### 23.7.3.1

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

- 4.18. Access to the proposed building will utilise an existing and approved access with a continuation of an internal driveway which will access the proposed building.

23.7.3.2

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

- 4.19. The proposed BP will be located near an existing cluster of six rural living lots, being approximately 45m in distance from the nearest building. This separation is buffered by topography. The proposal will set development in a part of the landscape where domestic effects will be well clustered and surrounded by vines. The viticultural character of the surrounding landscape will remain dominant. The proposal will fit within the settlement patterns of the landscape and the proposal will not exceed the ability of the landscape's to absorb change.

23.7.3.3

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

- 4.20. The location of the proposed development, including mitigation measures will render it least visible from public and private locations.

23.7.3.4

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

- 4.21. It is considered that the location of the proposed BP will have the least impact on the landscape character as it will be located in a discreet part of the site where existing and proposed landscape elements can contain the spread of domestic effects and where the rural living development is already present.

#### 23.7.4 Tangata Whenua, biodiversity and geological values

##### 23.7.4.1

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

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

- 4.22. The proposal will not degrade Tangata Whenua values including Topuni or nohoanga, indigenous biodiversity, geological or geomorphological values or features. The only feature of any significance is the face of the terrace riser to the south of the proposed BP which is vegetated and steep to craggy. The proposal will enhance this feature through weed management and the planting of appropriate indigenous species.

#### 23.7.5 Cumulative effects of development on the landscape

##### 23.7.5.1

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

- 4.23. The proposal will be moderate in scale and discretely located within an existing pattern of mixed rural living, viticultural and pastoral activities. It will not result in the degradation of landscape quality and character and visual amenity values, or loss of rural character or openness due to the prevalence of residential activity to a more than low degree.

##### 23.7.5.2

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



- 4.24. The proposed building platform and landscaping will not lead to adverse cumulative effects or the detriment of the open or viticultural character of the landscape. It will not represent a threshold with respect to the landscape's ability to absorb change.

*23.7.6 Other factors and positive effects*

*23.7.6.1*

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

- 4.25. The proposal does not present any subdivision of the site and does not explicitly provide opportunity to protect the landscape. The proposed BP and associated effects will however maintain and enhance the character of the Gibbston Valley landscape.

*23.7.6.2*

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

- 4.26. The proposed indigenous planting will enhance the character of the landscape and enhance indigenous biodiversity values to a low degree.

*23.7.6.3*

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

*23.7.6.4*

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

*23.7.6.5*

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

- 4.27. The proposal will not include environmental compensation or retire marginal farming land into indigenous vegetation.

23.7.6.6

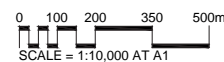
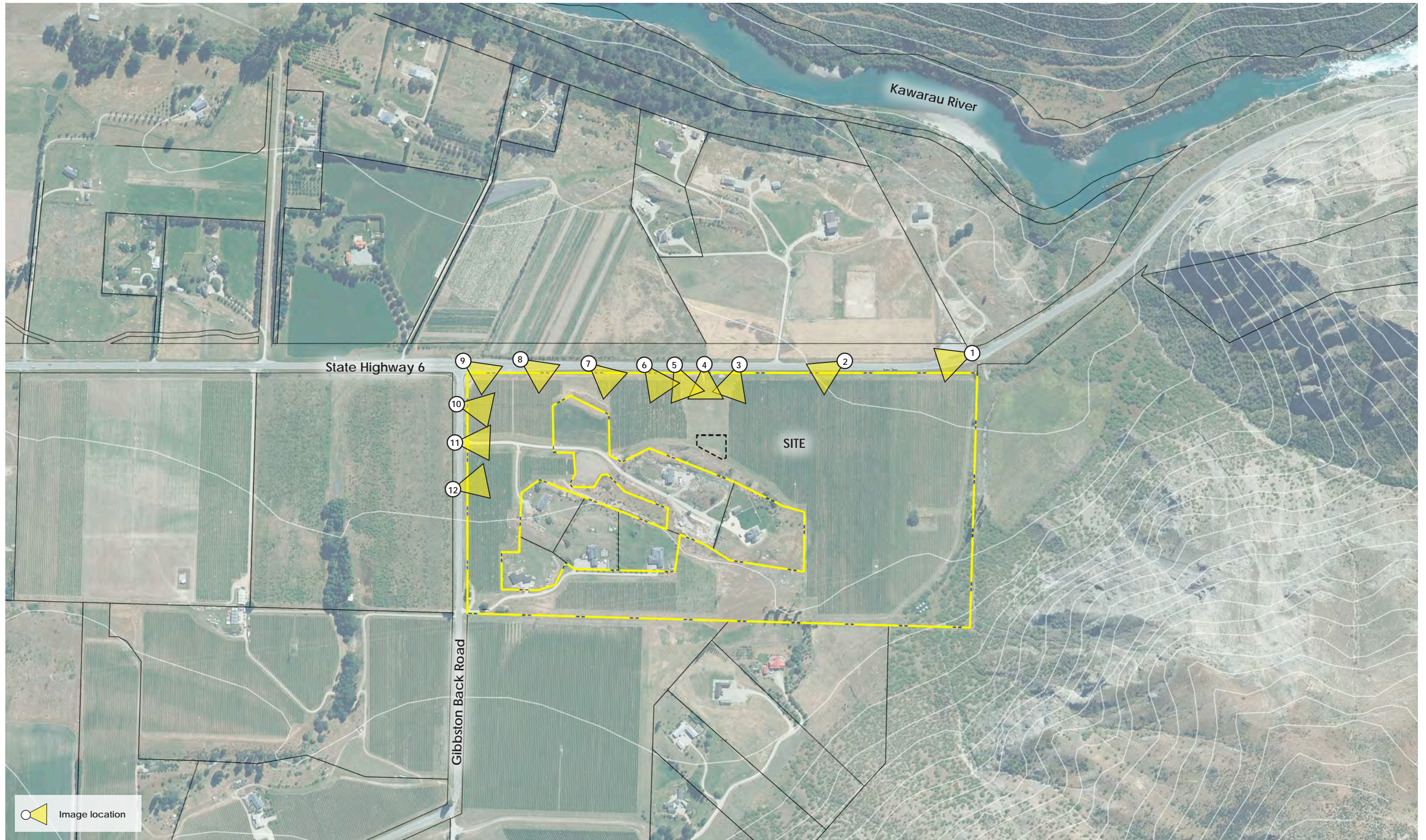
*In the case of a proposed residential activity or specific development, whether a specific building design, rather than nominating a building platform, helps demonstrate the proposed development would maintain or enhance the character of the Gibbston Valley landscape.*

- 4.28. The proposal does not seek a specific building design but any future building will be of a moderate scale which will sit lightly in the rural context of the Gibbston Valley. The proposed building will maintain the character of the Gibbston Valley landscape.

## 5. CONCLUSION

- 5.1. The proposal seeks to establish a residential building platform, access and associated landscaping on a part of the landscape where a future building will be well screened from most public and private places. The BP and all proposed landscaping will be in character with the Gibbston Valley landscape. Overall, the proposal will result in no more than low adverse effects on visual amenity or landscape character.









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25mm photo - 14 January 2021 at 11:29 am





25mm photo - 14 January 2021 at 11:31 am





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MONTEROSA ESTATE  
(NZ) LTD

37 BLUFF LANE, GIBBSTON



GEOTECHNICAL, STORMWATER AND  
EFFLUENT DISPOSAL ASSESSMENT FOR  
PROPOSED RESIDENTIAL DWELLING

REF: R6655-1B  
DATE: 23 FEBRUARY 2021



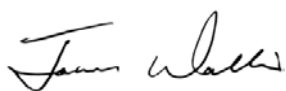

# REPORT QUALITY CONTROL

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DOCUMENT CONTROL				
REPORT TITLE		GEOTECHNICAL, STORMWATER AND EFFLUENT DISPOSAL ASSESSMENT FOR PROPOSED RESIDENTIAL DWELLING		
REPORT REFERENCE		R6655-1B	PROJECT NUMBER	6655
CLIENT		MONTEROSA ESTATE (NZ) LTD		
REV	DATE	REVISION STATUS	AUTHOR	REVIEWER
A	20 OCTOBER 2020	ISSUED TO CLIENT	JAMES WALLIS	PETER FORREST
B	23 FEBRUARY 2021	UPDATED WITH CLIENT FEEDBACK	JAMES WALLIS	PETER FORREST
APPROVAL				
AUTHOR SIGNATURE			REVIEWER SIGNATURE	
NAME		JAMES WALLIS	NAME	PETER FORREST
TITLE		ENGINEERING GEOLOGIST	TITLE	PRINCIPAL ENGINEERING GEOLOGIST

## EXECUTIVE SUMMARY

<b>Scope of Work</b>		GCL has been engaged to conduct a geotechnical investigation of the ground conditions at 37 Bluff Lane, Gibbston, and make appropriate recommendations for resource consent conditions, for building platform stability, foundations, stormwater and wastewater disposal.
<b>Current Site Status</b>		The site is the balance lot from an earlier rural subdivision of which a number of the Lots are developed.
<b>Development Proposals</b>		The development of a single building platform for a residential dwelling
<b>Site Details</b>	<b>Location</b>	Lot 7 DP467681, 37 Bluff lane, Gibbston.
	<b>History</b>	Open pasture and viticulture, with no history or previous development.
<b>Ground Conditions</b>	<b>Published Geology</b>	Mid Pleistocene river deposits with some localised schist outcrops.
	<b>Previous Investigations</b>	A Wastewater Report was prepared by RD Agritech in 2016 for the adjacent Lot 6.
	<b>Site Geology</b>	Loess soils comprising silty fine sands over river gravels
	<b>Hydrogeology</b>	Depressed groundwater at least 25m bgl. No open water courses pass through the site.
	<b>Environmental Condition</b>	No environmental hazards are expected.
<b>Natural Hazards</b>	<b>Liquefaction</b>	Site investigations have proven rock at shallow depth and soils not prone to liquefaction.
	<b>Alluvial landforms</b>	Nothing to influence the site.
	<b>Seismic characteristics</b>	Seismic Soil Class C considered appropriate. No active faults in proximity but design should be cognisant of NZS1170.5.
<b>Geotechnical Considerations</b>	<b>Slope Stability</b>	No stability issues.
	<b>Building Platform</b>	Minor earthworks required to form a cut to fill platform.
	<b>Foundations</b>	NZS3604 "good ground" not readily present. Foundations will need to be considered in terms of earthworks for ground improvement or for excavating to Good Ground. Alternatively, specifically engineered foundations with a reduced ultimate bearing capacity.
	<b>Earthworks</b>	Standard conditions apply to align with QLDC Code of practice. Site won material is suitable for reuse subject to appropriate screening.
<b>Stormwater Disposal</b>		Soak Pit or detention tank which will require site specific design for Building Consent.
<b>Wastewater Disposal</b>		Use of a multi-chamber 4500L septic tank capable of providing secondary treatment of effluent. Based on Class 3/4 soils. Site Assessment appended.

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# 1 INTRODUCTION

## 1.1 PROJECT BRIEF

A geotechnical, stormwater and effluent disposal assessment has been undertaken by GCL for a proposed residential dwelling 37 Bluff Lane, Gibbston at the request of Williams & Co on behalf of the client Monterosa estate (NZ) Ltd. The investigations were completed for a single building platform. The site location is presented in Drawing 001 with the proposed building platform and landscaping presented in Appendix A.

This assessment has been prepared for the purpose of obtaining resource consent with Queenstown Lakes District Council (QLDC).

This report includes a summary of the investigations undertaken and provides an assessment of:

- Ground conditions.
- Groundwater conditions.
- Natural hazards.
- Building platform stability.
- Foundation conditions.
- General on-site stormwater management.
- General on-site wastewater management.
- Other pertinent constraints and issues identified with the site.

## 1.2 PROPOSED SITE DEVELOPMENT

The concept plans for the residential build have not been developed at this stage, but will likely comprise a single storey light weight timber framed structure(s) on shallow foundations, built in general agreement with the Gibbston Character covenants. A single curtilage area and associated building platform within the balance lot of the wider subdivision has been identified for further study, as presented in the Scheme Plans in Appendix A.

The development will require on-site stormwater and effluent disposal systems subject to specific design.

# 2 DESK TOP STUDY

## 2.1 PREVIOUS INVESTIGATIONS

GCL has reviewed the QLDC eDocs facility which provided limited geotechnical site investigation documentation for the immediate area. GCL has undertaken recent site investigations on nearby properties and are therefore familiar with the ground conditions of the Gibbston Highway and Gibbston Back Road areas. Pertinent information from GCL reports in the area have been referred to for the purposes of informing this report.

A site assessment for wastewater disposal by RD Agritech was lodged under Building Consent BC161138 (Withdrawn) for Lot 6 (situated within the subdivision and adjacent to the project site subject of this report). The report has been reviewed given its relevance to the nature of this report.

The site assessment confirmed the ground conditions to be Category 3 and recommended a secondary treatment system discharging to a conventional disposal bed.

## 2.2 NEW ZEALAND GEOTECHNICAL DATABASE

The New Zealand Geotechnical Database (NZGD) has been viewed and no geotechnical investigations have been identified in the immediate vicinity of the proposed dwelling.

## 2.3 HISTORICAL AERIAL PHOTOGRAPHS

Aerial photographs available from the Google Earth Images and Retrolens.nz dating from 1956 to 2016 were studied to observe the site over time and assess the geomorphological setting. The review of historic aerial photography indicates that the site remained open pasture to at least 2001. The 2006 aerial photograph shows the recent construction of the subdivision access road although no residential development takes place until at least post 2014.

## 2.4 PUBLISHED GEOLOGY

The Geological Map of New Zealand, Sheet 18 (Wakatipu), at a scale of 1:250,000 maps the site as being underlain by Mid Pleistocene river deposits comprising moderately weathered sandy clayey gravel in fans.

Based on our knowledge of the area, much of the lower slopes throughout the Gibbston Valley have mantle deposits of loess (wind-blown silt and fine sand) and some colluvium from hill wash processes.

## 2.5 SITE SERVICES

With reference to the Queenstown Lakes District Council GIS viewer the property is serviced by the following services:

- Private 150mm diameter water main PVC pipe.

The property is not serviced by reticulated public stormwater or wastewater services.

# 3 SITE CONDITIONS

## 3.1 SITE DETAILS

The site comprises Lot 7 DP467681 at 37 Bluff Lane, Gibbston. It is the balance site for the wider subdivision. The layout of the Lot is presented in Appendix A.

The site is located within a wider low-density subdivision on the south side of the Gibbston Highway, in the Gibbston Valley. The subdivision is serviced by Bluff Lane, which is accessed of the Gibbston Back Road, situated along the western property boundary.

The property comprises an irregular shaped lot that wraps around a number of established lifestyle dwellings off Bluff Lane and an unnamed road further to the south. The property is currently used for viticulture and is covered with vines.

### 3.2 SITE TOPOGRAPHY

The site presents as sloping gently to the north east. Contour heights vary from approximately 440m at the highest point in the southern section of the Lot, to approximately 420m at the junction with Gibbston Highway at the northern property boundary.

Schist crops out to the south of the building platform, forming a localised and prominent elevated area.

### 3.3 SITE SURFACE WATER FEATURES

There are no surface water features within the vicinity of the property or the two building platforms. Surface water from the project site will drain off the land via sheet flow to the north.

### 3.4 SLOPE INSTABILITY FEATURES

The site contains no slope instability features.

### 3.5 NATURAL HAZARDS

#### 3.5.1 Tonkin & Taylor (T&T) Liquefaction Hazard Assessment for QLDC

In 2012, T&T published their Queenstown Lakes District Liquefaction Hazard Assessment Report, a summary of which is usually attached to the LIM for any property. The report indicates that the site does not lie within mapped liquefaction zones. This is interpreted to mean that the site has a low to nil perceived risk for liquefaction.

#### 3.5.2 ORC Liquefaction Hazard Zoning

The ORC hazard mapping now refers to the recent GNS authored report "Assessment of liquefaction hazards in the Queenstown Lakes, Central Otago, Clutha and Waitaki Districts, Otago (2019)".

According to this report, the project site is classified as Domain A. This classification suggests that the ground is predominantly underlain by rock or firm sediments, with a low to zero liquefaction potential.

#### 3.5.3 GIS Hazard Mapping

With reference to the ORC and QLDC GIS and hazard mapping, the site area has the following characteristics:

- The site is underlain by alluvial deposits associated with recent fan activity from previously present surface streams.
- The site is not in a flood hazard zone.
- The site is not in an area associated with active fault zones.
- The site is not in an area of known active landslides.

- A 1:2500-year seismic event will cause significant shaking and damage to inappropriately designed structures.
- The seismic soil classification for the area is presented as Class D for deeper soils.

## 4 SUB SURFACE CONDITIONS

### 4.1 FIELD INVESTIGATIONS

Sub-surface investigations have been undertaken in the vicinity of the building platform with test pits and Scala penetrometer testing located to provide appropriate information for the ground conditions and soakage characteristics. The investigations were undertaken by a suitably qualified engineering geologist from GCL, with locations determined with a hand-held GPS device and the use of QLDC GIS viewer and Google Maps.

The sub-surface investigations have comprised four mechanically excavated test pits twinned with Scala penetrometer tests (TP/SPT101 to TP/SPT104), with a maximum depth of 2.4m; excavation ceased once geology had been established.

In addition to the geotechnical logging of the soils, a single soakage test was completed for the purpose of stormwater disposal assessment for the proposed development, conducted in TP102.

The locations of all sub-surface ground investigations are shown relative to the identified building platforms in Drawings 002.

### 4.2 INVESTIGATION LOGGING

Soils recovered from the test pits have been logged and are presented in Appendix B. Logging of the soil encountered has been undertaken in accordance with NZ Geotechnical Society Guidelines for the Field Classification and Description of Soil and Rock for Engineering Purposes.

The Scala penetrometer results have been plotted on logs as presented in Appendix B. Determination of the soil density as tested by the Scalas has been undertaken in accordance with NZ Geotechnical Society Guidelines for the Field Classification and Description of Soil and Rock for Engineering Purposes, Table 2.8.

### 4.3 GROUND CONDITIONS

A summary of the sub-surface conditions identified in the investigations undertaken is presented below in order of depth from the ground surface. The sub-surface conditions have been extrapolated between the investigations undertaken. Whilst care has been taken to provide sufficient sub-surface information, following best practice for the purposes of resource consent, no guarantee can be given on the validity of the inference made. As such, it should be appreciated that ground conditions may vary between the investigations undertaken.

#### 4.3.1 Topsoil

Topsoil and uncontrolled fill mantle the building platform area to a maximum depth of 0.6m.



#### 4.3.2 Loess and Colluvium Deposits

Loess deposits were also encountered in the vicinity of the building platform to a depth 1.4m to 2.2m, consisting of a layer of silty SAND, light brown in colour, loose to medium dense, dry. Scala penetrometer testing in the loess recorded blow counts of between 1 to 16 per 100mm of penetration. The majority of the results were in the range of 3 to 5 blows/100mm, with a significant and rapid increase towards the base of the loess deposit.

#### 4.3.3 River Deposits

Dense, dry, light brown grey sandy GRAVEL was encountered in all four test pits below the loess deposits. Where the Scala was able to penetrate into the gravels, the blows counts were all >10 per 100mm.

### 4.4 GROUNDWATER CONDITIONS

Test pits associated with the proposed building platform did not encounter any groundwater. Given the nature and topography of the site, it is unlikely that a coherent groundwater table would rise significantly to the extent that it would interfere with shallow foundations.

With reference to the Otago Regional Council Borehole Database, there are several boreholes drawing water within some 200 to 300m from the project site, situated on similar topographical settings. Groundwater depths recorded in these bores range from 25 to 31m below ground level.

## 5 GROUND MODEL

### 5.1 GENERAL

We have developed a ground model for the site based on the investigations undertaken to date including a desktop study, site mapping and sub-surface tests. A summary of the ground model is provided as follows:

- The site is presently undeveloped and does not appear to have been significantly modified in recent history aside from the establishment of the subdivision and access road, with some of the surrounding lots having been built on.
- The site is located on gently sloping topography which does not display any slope instability features. In addition, the site is remote from steeper slopes and/or slopes prone to the development of slope instability features.
- The site is underlain by competent ground conditions consisting of loess silty SAND between 1.4m and 2.2m below ground level. The loess overlies dense river gravels. The site is mantled with a relatively thin topsoil between 0.3m and 0.5m thick.
- Schist bedrock is anticipated to be reasonably shallow, based on observed outcrops to the immediate south of the building platform.
- There are no surface water courses in the vicinity of the building platform.

- The building platform area has depressed groundwater levels with no groundwater inflows were identified in the sub-surface investigations. Regional borehole data indicates the groundwater to be at least 25m below ground level.
- Groundwater is susceptible to seasonal variations and it is feasible that groundwater levels may rise over that measured following a period of prolonged rainfall and during the winter months but not to the extent that it would interfere with the proposed dwelling foundations.
- The site is not located in the vicinity of an active fault zone but should be considered as seismically active in line with the wider Otago region.
- The site is not considered susceptible to liquefaction due to the presence of shallow rockhead and generally depressed groundwater levels in the vicinity of the building platform.

The ground model developed above has been utilised to consider the various geotechnical aspects of the proposed development which is presented in Section 6 of this report.

## 5.2 GEOTECHNICAL RISK

The ground model presented in this report is based on the investigations undertaken to date and it should be appreciated that there is inherent risk with the formulation of a ground model. In particular we note the following:

- Ground conditions can vary between investigations undertaken and there is always some natural variability in ground conditions.
- Discrete sub-surface investigations may not identify small-scale ground irregularities, particularly associated with human disturbance such as offal pits, drainage line back-fills and landscaping works.
- Ground strength varies with changes in water content, soil type and ground loading. As such, it should be appreciated that weaker ground conditions may develop over that measured due to periods of wet weather and/or during the winter months.
- The potential geotechnical effects of climate change are not well understood to date. Effects may include changes in groundwater levels, soil saturation and surface water characteristics which may have an effect on site development.

Given the potential risk profile provided above, we have adopted a conservative approach when considering the geotechnical aspects of the proposed development provided in Section 6 of this report.

# 6 GEOTECHNICAL CONSIDERATIONS

## 6.1 GENERAL

The geotechnical aspects of the proposed development have been considered principally with the aim of demonstrating that safe and stable conditions for the proposed dwelling are presently available or are achievable with appropriate remedial works/constraints. This in

particular has been considered with respect to the following information, standards, guidelines and codes:

- The ground model developed in Section 5 of this report.
- NZS 3604:2011: 'Timber-framed buildings'.
- AS 2870:2011: 'Residential slabs and footings'.
- NZS 1170:2004: 'Structural design actions'.
- New Zealand Building Code: Clauses B1, E1, G12 & G13.
- District and Regional Plan provisions on residential development.
- Council development codes, standards and guides on residential development.

Of note, is NZS 3604:2011 and the New Zealand Building Code which provide a set of criteria for determining whether safe and stable conditions or "good ground" are achieved, whereby "good ground" allows for the design of standard foundations in accordance with the provisions of the standards. In summary, "good ground" defines conditions where the risk of foundation failure is considered to be low to nil. Foundation failure is possible via the following mechanisms which are addressed in this report as follows:

- Slope instability: This includes foundation failure associated with slope derived instability and is addressed in Section 6.2 of this report.
- Weak ground: This includes foundation failure associated with poor bearing capacity and is addressed in Section 6.4 of this report.
- Ground settlement/consolidation. This includes ground consolidation associated with building loads, earthworks load, and dewatering and is addressed in Section 6.5 of this report.
- Soil expansiveness: This includes soil shrink/swell associated with drying and wetting of the soil profile and is addressed in Section 6.6 of this report.
- Seismicity: This includes the effects of ground shaking associated with a seismic event and is addressed in section 6.7 of this report.

## 6.2 SLOPE STABILITY

The building platform is located on gently to moderately sloping topography which is underlain by competent ground conditions and is remote from steeper slopes and/or slopes prone to the development of slope instability features.

The modest overall slope angles and underlying competent ground conditions in the vicinity of the proposed dwelling should provide a safe and stable building platform with respect to slope stability conditions.

A safe and stable building platform is defined as having a low to negligible risk of failure over the lifetime of the dwelling and is assessed as a factor of safety where a quantitative slope stability assessment is undertaken. Given the modest slope angles in the vicinity of the site, we consider that a qualitative assessment of slope stability (as provided above) is acceptable for defining risk for this site and that a more rigorous quantitative analysis is not required.

Site earthworks are required to provide a suitable level building platform within the existing slopes, and we consider that appropriate site development constraints are required in order to maintain safe and stable conditions. This is addressed in Section 7 of this report.

### 6.3 BUILDING PLATFORM DEVELOPMENT

The building platform will require a moderate level of earthworks, but this will depend on the form and structural layout of the dwelling and therefore will be determined at the time of detailed design.

Subject to confirmation on site, aside from topsoil and loess, site won material is considered suitable for placement as fill provided the following measures are taken:

- Fill areas to be benched/tied in;
- Free draining material and drainage system placed immediately behind and retaining walls;
- Appropriate lift height, compaction and certification for fill greater than 600mm.

### 6.4 BEARING CAPACITY

#### 6.4.1 General

Bearing capacity is discussed in this report in terms of ultimate limit state design methods outlined in AS/NZS 1170. As such, in accordance with AS/NZS 1170, we have provided "ultimate" bearing capacity values and an appropriate "dependable" bearing capacity for foundation design. The dependable bearing capacity has been determined from a strength reduction factor of 0.5 (i.e. a factor of safety of 2) which is in general accordance with the requirements of AS/NZS 1170.

In addition, the 'Allowable Bearing Capacity', where the ultimate is factored by a safety of 3, is included for reference.

The bearing capacity has been determined from our interpretation of the engineering description of the soil conditions, observations from the test pits on the soil behaviour and relative density measurements based on the site-specific testing undertaken. The values presented take into consideration natural variability of ground strength likely between investigations undertaken and potential strength reduction associated with saturated soil conditions.

It is also assumed that engineering fill will be placed to specification to provide an ultimate bearing capacity of 300kPa.

#### 6.4.2 Raft Foundation Solutions for Soils

The building platform area is underlain by loess type soils at the levels associated with traditional shallow foundations. Based on the current ground levels and in the absence of any earthworks plans for the sites, it is assumed that the loess soils will be mobilised for foundations. As such, we recommend that a waffle slab-on-ground solution is adopted, albeit with a reduced ultimate bearing capacity.

Table 1 outlines design bearing capacities for a waffle slab on ground solution.

Table 1: Waffle Slab Design Parameters

LOAD CASE	ULTIMATE BEARING CAPACITY	STRENGTH REDUCTION FACTOR	DEPENDABLE BEARING CAPACITY	(ALLOWABLE BEARING CAPACITY)
ULTIMATE LIMIT STATE DESIGN	200kPa	0.5	100kPa	65kPa

### 6.4.3 Foundation Service Bridging

We recommend that where a service line and associated backfilled trench are located within a 45° loading line taken from the base of a load bearing structure foundation bridging is required.

Service line trenching and backfilling should be in accordance with recommendations provided in Section 7 of the report.

### 6.4.4 Retaining Walls

Engineered retaining walls will be required on site under the following circumstances:

- where the retention height is greater than 1.5m;
- where retaining wall supports any surcharged loads such as sloping ground and structure/traffic loads; and
- where retaining wall failure will affect the stability and integrity of adjacent structures and neighbouring properties.

Table 2 provides geotechnical parameters for the engineered retaining wall design as required, where the foundations are in soils:

Table 2: Retaining Wall Design Parameters for Soils

SOIL TYPE	COHESION (c')	FRICTION ANGLE (φ')	ULTIMATE BEARING CAPACITY	UNIT WEIGHT (γ)
Loess	0kPa	28°	200kPa	17kN/m <sup>3</sup>
River gravels	0kPa	32°	300kPa	18kN/m <sup>3</sup>

All retaining walls should be constructed with appropriate toe drainage and backfilled to their full height with lightly compacted free draining granular material or other appropriate drainage solution. Toe drainage should be discharged at a point that will not impact or influence the construction works on site or alternatively be connected to the reticulated stormwater system.

## 6.5 GROUND SETTLEMENT

The proposed building platforms are underlain by competent ground conditions. The competent ground conditions are considered to be at least normally consolidated and should accommodate low to moderate loads without inducing significant ground consolidation and associated differential ground settlement within Building Code limits (a maximum differential settlement ratio of 1 in 240).

As a prudent measure, however, ground loading constraints are recommended as follows:

- A maximum building UDL of 10kPa (includes live + dead loads).
- A maximum footing width of 1.0m.
- A maximum fill depth of 1.5m.

Should the proposed development exceed these constraints, we recommend that a specific settlement analysis be undertaken for the development and may require more extensive investigations than that undertaken to date.

## 6.6 SOIL EXPANSIVENESS

There is no specific engineered foundation design required to resist shrink/swell associated with non-expansive soil.

## 6.7 SEISMIC CONSIDERATIONS

### 6.7.1 Seismic Soil Class

The building platform is underlain by soils to beyond 3m. Based on the assumption that rock is within 20m depth of the ground surface given the proximity of schist cropping out to the south of the building platform area, sub soil class C is considered appropriate, subject to further investigation at detailed design stage.

### 6.7.2 Liquefaction

The building platform is not considered to be at any risk from liquefaction due to the anticipated shallow depth to rock head, the density of the silty sand and river gravels and the depressed groundwater regime.

### 6.7.3 Earthquakes

The Queenstown Lakes region, as for most of New Zealand has been identified as being prone to seismic activity and as such, an appropriate allowance for seismic loading should be made during detailed design of the proposed building, foundations, retaining structures and earthworks.

# 7 SITE DEVELOPMENT CONSTRAINTS

## 7.1 GENERAL EARTHWORKS DISCUSSION

Any proposed site development works will likely require excavation and or temporary batters prior to the construction of formal retaining structures and building platform as well as access roads and driveways. As such, there is the risk of collapse of soil batters during construction especially if left unsupported for an extended period of time and or left exposed during prolonged period of rainfall.

The topsoil is considered unsuitable for reuse as an engineered fill, the site won sand and gravel and weathered schist is likely to provide a source of suitable non-cohesive material for fill placement subject to its performance in context of NZS4431.

## 7.2 SITE PREPARATION

During the earthworks operations all topsoil and organic matter and other unsuitable materials should be removed from the construction areas in accordance with the recommendations of NZS 4431:1989. The subgrade should be inspected prior to fill being placed and or foundations being constructed to establish it has suitable bearing capacity and is clear of unsuitable materials.

Appropriate shallow graded sediment control measures should be installed during construction where rainwater and drainage run-off over exposed soils is likely. If slope gradients in excess of 5% are proposed in soils then the construction and lining of drainage channels is recommended, e.g. with geotextile and suitably graded granular material, or similarly effective armouring.

Exposure to the elements should be limited for all soils and covering the soils with polythene sheeting will reduce degradation due to wind, rain and surface run-off. Under no circumstances should water be allowed to pond or collect near or under a foundation or slab. This can be avoided with shaping of the subgrade to prevent water ingress or ponding.

If fill is utilised as bearing for foundations it should be placed and compacted in accordance with the recommendations of NZS 4431:1989 and certification provided to that effect.

The upper soils present at the site are prone to erosion, both by wind and water, and should be protected by hardfill capping or re-topsoiled/mulched and re-vegetated as soon as the finished batter or subgrade levels are achieved.

## 7.3 EXCAVATIONS

Recommendations for temporary and permanent slope batters are provided in Table 3 below. Slopes that are required to be steeper than those described below should be structurally retained or subject to specific geotechnical design.

All slopes should be periodically monitored during construction for signs of instability and excessive erosion, and, where necessary, corrective measures should be implemented to the satisfaction of a Geotechnical Engineer or Engineering Geologist. Should construction and earthworks be undertaken during the winter period, the frequency of the inspections should increase, with site inspections being made after any significant weather event.

Recommended temporary and permanent batter angles for cut slopes up to a maximum of 3.0m in both wet and dry conditions are presented below. The batters provided should be adhered to where more than one soil type is present within the slope or defaulted to the shallower angle where appropriate.

Table 3: Batter angles for soil slopes

Material Type	Recommended Maximum Batter Angles for Temporary Cut Slopes Formed in Soils		Recommended Maximum batter Angles for Permanent Cut Slopes Formed in Dry (Drained) Slopes
	Wet Ground	Dry Ground	
Topsoil	3H:1V	2.5H:1V	2H:1V (grassed/planted)
Engineered Fill	2H:1V	1H:1V	2H:1V (unretained, drained)
Loess <sup>1</sup>	3H:1V	1H:1V to sub vertical	1H:1V to sub vertical
River Gravels	3H:1V	2H:1V	2H:1V (subject to assessment)
Schist	1H:4V	1H:4V	1H:4V

Notes:

1: Loess can perform well when cut vertically for batters <1.5m in height as surface flow is less likely to rill the material.

Inspections of soil cuts will be required during construction to confirm the above recommendations and based on the site observations a reduction in batter angles from those provided above may be required and conversely, if materials are preforming, may be steepened if site conditions and construction sequencing/programme are favourable.

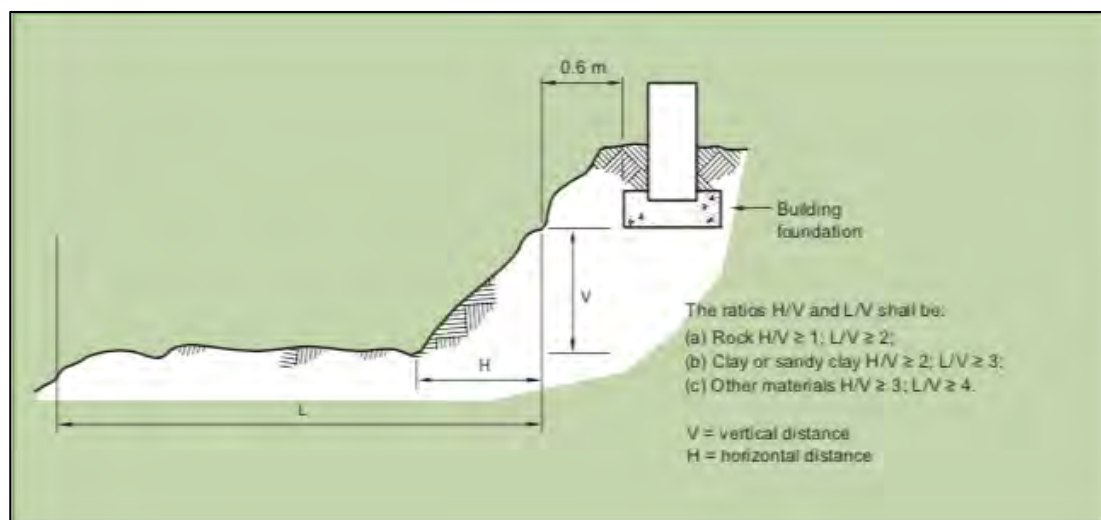
#### 7.4 ENGINEERED FILL SLOPES

As recommended in Table 6 above, unretained engineered fill slopes should be formed at 2H:1V (or flatter) providing they are well drained and compacted to the appropriate specification based on NZS4431. If steeper grades are required, the fill will require geogrid reinforcement to form slopes up to 45° but subject to specific engineering design from a chartered professional engineer.

#### 7.5 FOUNDATION PROVISIONS (NZS3604)

With reference to NZS3604, Section 3.1.2 (b), any foundation for a building erected at the top of a bank, shall be 600mm behind the ground line as shown in the figure below. The horizontal distance (H) from the top to the bottom shall not exceed 3m. The slope beyond the bank shall not exceed 10° degrees for a distance of 10m.

Figure 3.1 After NZS3604



With reference to NZS3604, Section 3.1.2 (c) fill, including hard fill, placed over undisturbed ground or certified fill, shall not exceed 600mm in depth above natural ground level, if within 3m of a foundation. Where this condition cannot be met, the fill shall be tested and certified to be of appropriate density/strength.



## 7.6 CONSTRUCTION MONITORING AND CERTIFICATION

Given the extent of the earthworks and the volume of cut and fill required for the subdivision including the building platforms, the earthworks and placement of fill should be undertaken in general accordance of Queenstown Lakes District Council's Land Development and Subdivision Code of Practice (incorporating NZS4404) and NZS4431.

Of particular importance are the inspection and certification of the following:

- Subgrade inspection.
- Suitability of site won material for reuse and engineered fill.
- Performance of temporary cut batters.
- Foundation inspections.
- Fill >600mm depth or built as a slope >2H:1V.

## 7.7 SERVICES

We recommend that all underground services are backfilled with adequately compacted backfill to minimise the risk of significant trench consolidation and settlement.

Trench excavations should be shored or battered appropriately in accordance with the OSH/DOL Approved Code of Practice for Safety in Excavations and Shafts for Foundations (April 2000).

The contractor is expected to employ the appropriate plant and machinery to undertake the excavation and retaining wall construction.

## 7.8 UNSUITABLE MATERIALS

Recommendations for foundation design provided in Section 7 of this report are based on foundations embedded within "good ground" according to NZS 3604:2011 or in soils where an agreed reduced bearing capacity can be used. In order to achieve "good ground" we recommend the following:

- A suitably qualified person should inspect all foundation excavations.
- Care should be taken to ensure that all unsuitable material such as the topsoil layer, weak ground, areas of non-engineered fill and or hard spots are removed from the building platform prior to building construction.
- The undercut for the building footprint should extend for a horizontal distance equivalent to the undercut depth beyond the footprint. The undercut should be backfilled with engineered fill up to the required formation level unless specified otherwise by a suitably qualified person.

## 8 STORMWATER MANAGEMENT

### 8.1 GENERAL

Stormwater disposal should be in compliance with the operative District & Regional Plans, the Building Code and recognised New Zealand standards and guidelines. In summary this requires the following:

- Hydrogeological neutrality should be provided within receiving environments (such as overland flow paths, streams and reticulated stormwater systems) with the addition of impervious surfaces. In addition, the disposal of stormwater should not provide a nuisance to neighbouring properties and public infrastructure.
- Stormwater should be managed in such a way as to avoid slope erosion, earthworks batters, retaining walls, building structures and effluent disposal areas.
- Stormwater should be managed in such a way as to have no significant effect on overall slope stability conditions.
- Stormwater should be directed to a public reticulated stormwater system where possible.
- Site development should be mindful of existing surface water features including overland flow paths and appropriate remedial measures should be provided where required.

In particular, we note the following documents pertinent to stormwater management for the proposed development:

- New Zealand Building Code, Clause E1 "Surface Water": E1/VM1.
- New Zealand Water Environment Research Foundation (NZWERF): "On-site Stormwater Management Guideline".

### 8.2 SOAKAGE TESTING

The soakage test completed in Test Pit 102 was undertaken within the sandy gravels below the loess soils. The calculated soakage rate was 600mm per hour. The results of the test are presented in Appendix C.

Based on these results, it is feasible that either a soak pit or dual use detention tanks can be utilised to manage the stormwater disposal from the dwelling and building platform area. The dimensions of the pit or detention tank arrangement will be subject to specific design at the time of building consent application.

Should a detention tank be employed, the driveway and other paved surfaces should be shaped in order to evenly disperse stormwater to the driveway edges and grass verge. The stormwater derived from the metal driveway will be accommodated for in the over-throttling of the roof water detention tank and as such will not provide additional stormwater over and above the greenfield rate.

If a soak pit is employed, all surface waters can report to the soak pit or series of soak pits if that is more convenient from a drainage perspective.

## 9 WASTEWATER DISPOSAL

### 9.1 SOIL CATEGORY

Based on the test pitting and soil descriptions, any future effluent disposal area will be based on the silty sands of the loess material. Based on the soil descriptions and the soakage testing undertaken, a soil class of category 3 or 4 (subject to further specific testing) is considered appropriate for any future design of the effluent system.

### 9.2 SITE AND SOILS ASSESSMENT

In line with this report being used in the application of resource consent, a QLDC Wastewater Disposal Site Soils Assessment has been completed for the two sites, based on the assumption that the loess soils will be used for the disposal area/bed.

The completed form is presented in Appendix D.

### 9.3 POTENTIAL WASTEWATER SYSTEM

A multi-chamber septic tank comprising a secondary treatment package plant and disposal bed system is considered to be suitable for the site.

- Effluent shall flow from the dwelling residential flat under gravity to a multi chamber 4500L underground concrete septic tank with an outlet filter capable of providing secondary treatment.
- Secondary treated effluent shall then flow to a single discharge control bed with a minimum effective disposal area calculated according to the standard approach on AS/NZS1547.
- A 100% reserve area shall be set aside.

The proposed layout of the effluent fields (excluding any reserve area) is shown on Drawing 002.

It should be noted that further investigation or analysis of the current data for the site may result in an alternative effluent disposal solution than that described above. This may include for example the use of sub surface dripper irrigation instead of the more conventional disposal bed.

## 10 LIMITATIONS

### 10.1 GENERAL

Ground Consulting Ltd has undertaken this assessment in accordance with the brief as provided, based on the site and location as shown on Drawing 002. This report has been provided for the benefit of our client, and for the authoritative council to rely on for the purpose of processing the consent for the specific project described herein. No liability is accepted by this firm or any of its directors, servants or agents, in respect of its use by any other person, and any other person who relies upon information contained herein does so entirely at their own risk.



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The sub-surface conditions have been extrapolated between the investigations undertaken. Whilst care has been taken to provide sufficient sub-surface information following best practice, no guarantee can be given on the validity of the inference made and it must be appreciated that actual conditions could vary from the assumed model.

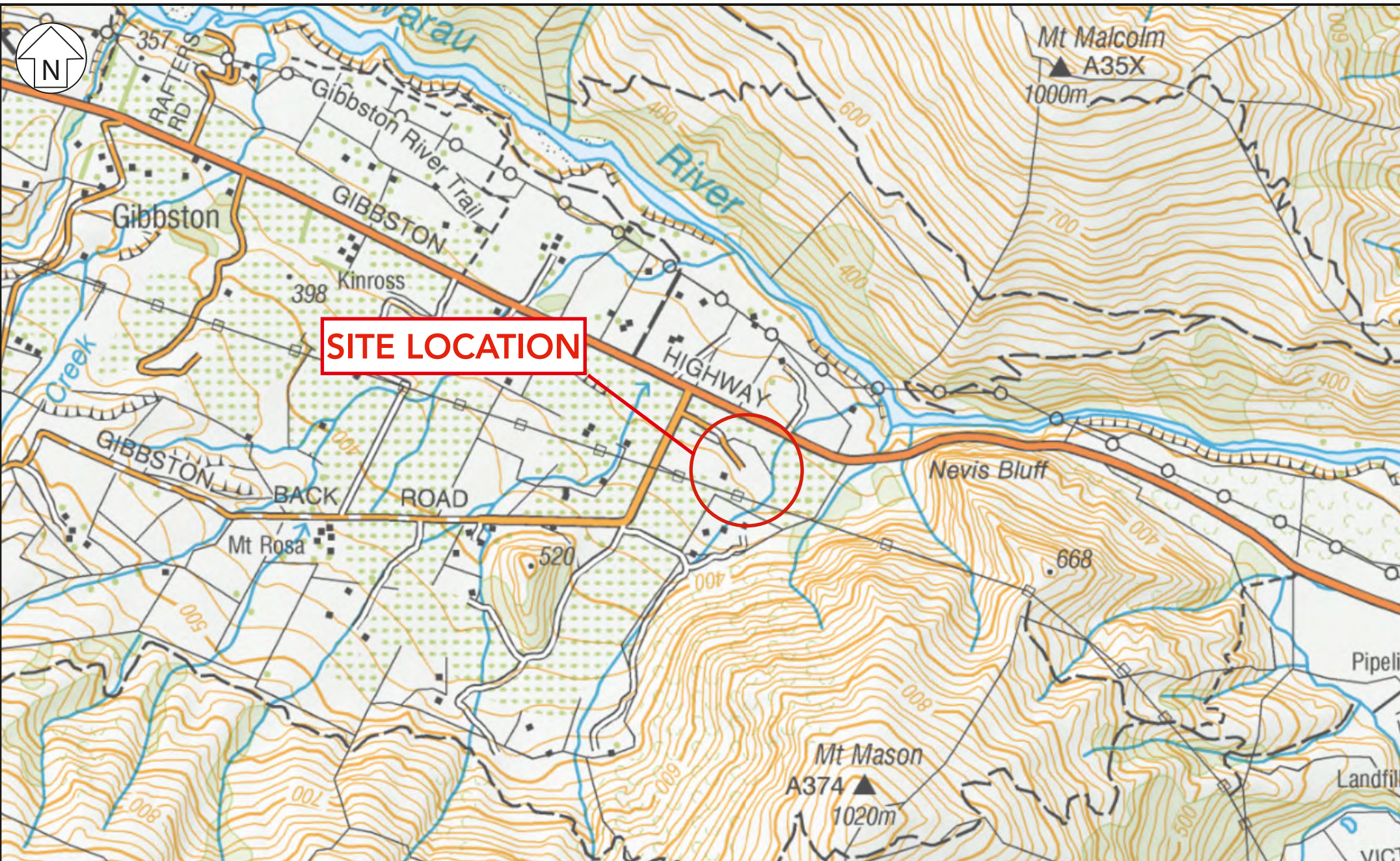
## 10.2 FURTHER INVESTIGATIONS REQUIRED

This assessment has been undertaken for the proposed site development to date. Any structural changes, alterations and additions made to the proposed development should be checked by a suitably qualified person and may require further investigations and analysis.

Geotechnical inspections will be required during construction to assess site slopes, foundation excavations, retaining walls and other geotechnical aspects of the development. This is to ensure ground conditions encountered are in accordance with the findings of this assessment. If ground conditions differ from those presented in this report, advice on design and construction modifications should be sought from a suitably qualified person.

# DRAWINGS





**SITE LOCATION**



**PHIL COPLAND**  
 37 BLUFF LANE, GIBBSTON  
 (MONTEROSA ESTATE)  
**SITE LOCATION PLAN**

Rev	Date	Status	Drafted	Reviewer
A	23/02/2021	Issued	S.F.	P.F.

File Ref.	6500/6655/R6655-1/R6655-1B-DRW001.ai
Scale (A4)	1:20,000
Project No.	6655
Report Ref.	R6655-1B
Drawing No.	<b>001</b>





PROPOSED PROPERTY  
ACCESS FROM GIBBSTON ROAD  
HIGHWAY

GIBBSTON ROAD HIGHWAY

EDA SITE

TP&SPT102

VINEYARD  
SERVICES LANE

LOT  
BOUNDARY

SLOPE  
<5°

TP&SPT101

PROPOSED 1000m2  
BUILDING PLATFORM

TP&SPT103

SCHIST OUTCROP  
FORMING A PROMINENT  
ROCK RISER TOWARDS  
REAR OF PROPOSED  
BUILDING PLATFORM

SLOPE  
40-60°

TP&SPT104

VINEYARD  
SERVICES LANE

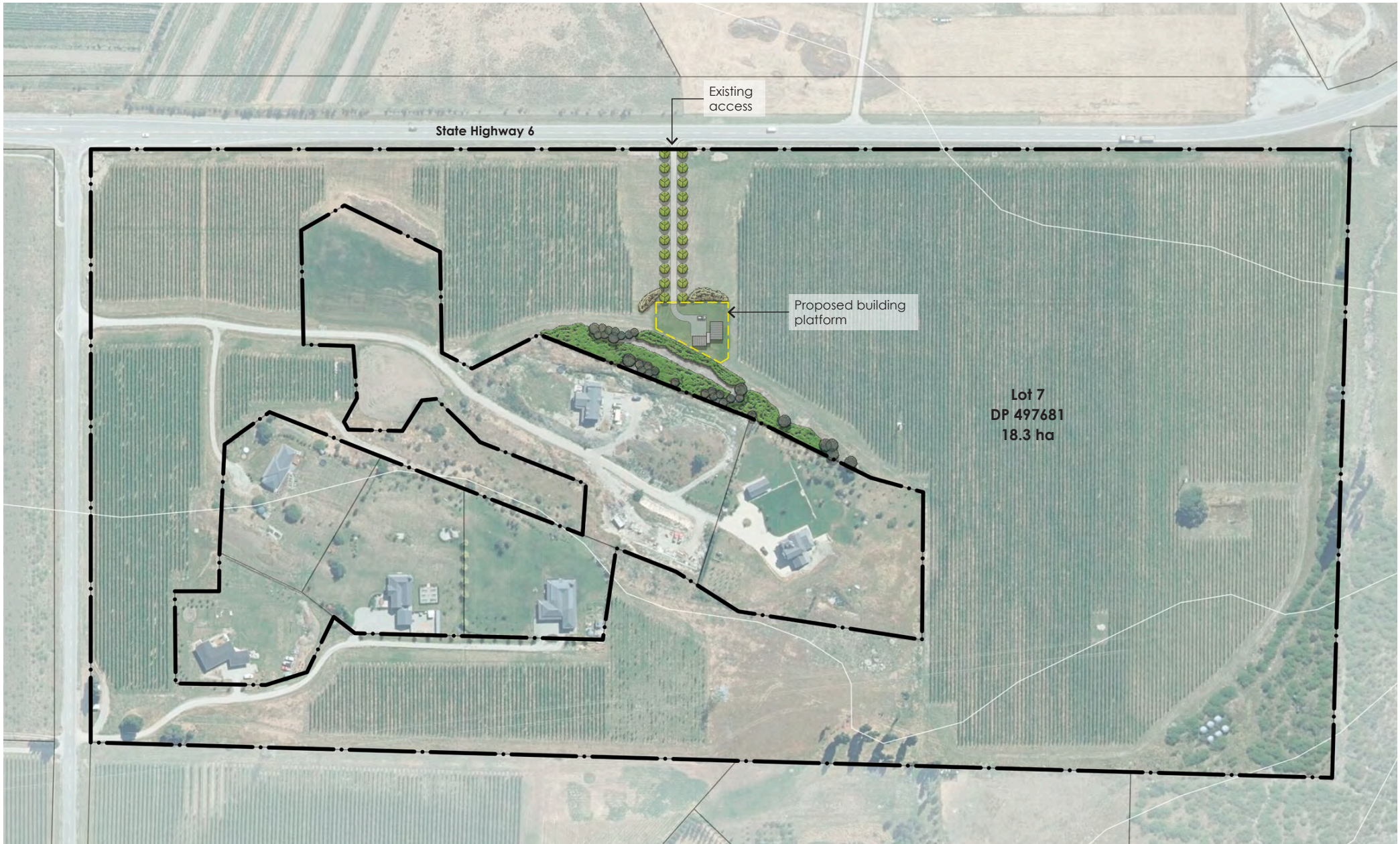


### MONTEROSA ESTATE 37 BLUFF LANE, GIBBSTON PROPOSED BUILDING PLATFORM SITE INVESTIGATION PLAN

Rev	Date	Status	Drafted	Reviewer	File Ref.
A	23/02/2021	Issued	S.F	P.F	6500/6655/R6655-1B/R6655-1B-DRW002.ai
					Scale (A4) 1:500
					0 9 18
					Project No. 6655
					Report Ref. R6655-1B
					Drawing No. <b>002</b>

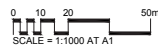
## APPENDIX A: SCHEME PLANS





Reference : PA20537 IS03

Scale: 1:1,000@A1 - 1:2,000@A3



**Gibbston - Monterosa Estate (NZ) Ltd.**

Site Plan

11 February 2021



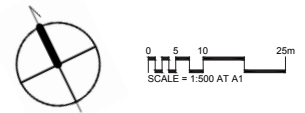


### Planting Schedule

Botanic name	Common Name	Spacing	Size	%
<i>Carmichaelia petriei</i>	Nz broom	1.2m	PB3	10%
<i>Coprosma propinqua</i>	Mingimingi	1.2m	PB3	20%
<i>Coprosma rigida</i>	Stiff karamu	1.2m	PB3	10%
<i>Myrsine divaricata</i>	Weeping matipo	1.2m	PB3	10%
<i>Olearia lineata</i>	Twiggy Tree Daisy	1.2m	PB3	20%
<i>Oleria odorata</i>	Scented tree daisy	1.2m	PB3	20%
<i>Sophora microphylla</i>	South island kowhai	1.2m	PB3	10%

**Note:** Planting to take place between existing rocks and species to be planted in groups of 3 or more.

Reference : PA20537 IS03  
 Scale: 1:500@A1 - 1:1,000@A3



## APPENDIX B: INVESTIGATION LOGS



# INVESTIGATION LOG

TP&SPT101

Report Ref  
R6655-1A

Client  
Phil Copland

Coordinates (NZTM2000)

Elevation

Location Method (±2m)  
MAP

Location  
37 Bluff Lane, Gibbston (Monterosa Estate)

Geology	Geological Interpretation (refer to separate Geotechnical and Geological Information sheet for further information)	Samples	Depth (m)	Legend	Vane Shear Strength				Values (kPa)	Scala Penetrometer (Blows / 100mm)						Groundwater			
					Vane No: Vane Size: 0mm					2	4	6	8	10	12		14	16	18
TOPSOIL	TOPSOIL, with some silt; brown. Loose; moist; contains grass rootlets.								2										
	LOESS	Silty SAND; light brown. Loose to medium dense; moist; sand, fine to medium; silt, moderately micaceous.								2									
									2										
										3									
										3									
										2									
										2									
										1									
					1					2									
										2									
										3									
RIVER DEPOSITS	Sandy GRAVEL; light brown grey. Dense; dry; gravel, fine to medium, subround to subangular; sand, medium to coarse.  <b>End of Investigation: 2.1m Geology Established</b>								5										
									6										
					2					4									

### Investigation Information

Depth 2.1m      Logged By SF      Start Date 13/10/20  
 Termination Geology Established      Checked By PF      End Date 13/10/20  
 Machine Used      Test Pit Dimensions      Logged Date

### Investigation Type

- Hand Auger (50mm)
- Test Pit
- Scala Penetrometer

### Water Legend

- Standing Water Level
- Out flow
- In flow

Log ref: R6655-1A TP&SPT101





# INVESTIGATION LOG

TP&SPT102

Report Ref  
R6655-1A

Client  
Phil Copland

Coordinates (NZTM2000)

Elevation

Location Method (±2m)  
MAP

Location  
37 Bluff Lane, Gibbston (Monterosa Estate)

Geology	Geological Interpretation (refer to separate Geotechnical and Geological Information sheet for further information)	Samples	Depth (m)	Legend	Vane Shear Strength				Values (kPa)	Scala Penetrometer (Blows / 100mm)						Groundwater		
					Vane No: Vane Size: 0mm					2	4	6	8	10	12		14	16
TOPSOIL	TOPSOIL, with some silt; brown. Loose; moist; contains grass rootlets.								3									
										3								
LOESS	Silty SAND; light brown. Loose to medium dense; moist; sand, fine to medium; silt, moderately micaceous.																	
RIVER DEPOSITS	SAND, with some silt; light brown. Loose to medium dense; moist; sand, fine to medium.		1															
	SANDY GRAVEL; light brown grey. Dense; dry; gravel, fine to coarse, subround to subangular; sand, medium to coarse.																	
	<b>End of Investigation: 1.8m Geology Established</b>																	
			2															

### Investigation Information

**Depth** 1.8m      **Logged By** SF      **Start Date** 13/10/20  
**Termination** Geology Established      **Checked By** PF      **End Date** 13/10/20  
**Machine Used**      **Test Pit Dimensions**      **Logged Date**

### Investigation Type

- Hand Auger (50mm)
- Test Pit
- Scala Penetrometer

### Water Legend

- Standing Water Level
- Out flow
- In flow

Log ref: R6655-1A TP&SPT102



# INVESTIGATION LOG

TP&SPT103

Report Ref  
R6655-1A

Client  
Phil Copland

Coordinates (NZTM2000)

Elevation

Location Method (±2m)  
MAP

Location  
37 Bluff Lane, Gibbston (Monterosa Estate)

Geology	Geological Interpretation (refer to separate Geotechnical and Geological Information sheet for further information)	Samples	Depth (m)	Legend	Vane Shear Strength				Values (kPa)	Scala Penetrometer (Blows / 100mm)							Groundwater
					Vane No: Vane Size: 0mm					2	4	6	8	10	12	14	
TOPSOIL	TOPSOIL, with some silt; brown. Loose; moist; contains grass rootlets.								3								
									2								
LOESS	Silty SAND; light brown. Loose to medium dense; dry; sand, fine to medium; silt, moderately micaceous.								3								
									5								
RIVER DEPOSITS	Sandy GRAVEL; light brown grey. Dense; dry; gravel, fine to medium, subround to subangular; sand, medium to coarse.  End of Investigation: 1.8m Geology Established								5								
									6								
			1						6								
									6								
									7								
									8								
									9								
									13								
									10								
			2														

### Investigation Information

Depth 1.8m      Logged By SF      Start Date 13/10/20  
 Termination Geology Established      Checked By PF      End Date 13/10/20  
 Machine Used      Test Pit Dimensions      Logged Date

### Investigation Type

- Hand Auger (50mm)
- Test Pit
- Scala Penetrometer

### Water Legend

- Standing Water Level
- Out flow
- In flow

Log ref: R6655-1A TP&SPT103



# INVESTIGATION LOG

TP&SPT104

Report Ref  
R6655-1A

Client  
Phil Copland

Coordinates (NZTM2000)

Elevation

Location Method (±2m)  
MAP

Location  
37 Bluff Lane, Gibbston (Monterosa Estate)

Geology	Geological Interpretation (refer to separate Geotechnical and Geological Information sheet for further information)	Samples	Depth (m)	Legend	Vane Shear Strength				Values (kPa)	Scala Penetrometer (Blows / 100mm)							Groundwater			
					Vane No: Vane Size: 0mm					2	4	6	8	10	12	14		16	18	
UNCONTROLLED FILL	FILL comprising TOPSOIL									3										
	BURIED TOPSOIL, with some silt; brown. Loose; moist; contains grass rootlets.									1										
TOPSOIL										1										
LOESS	Silty SAND, with minor cobbles; light brown. Loose to medium dense; moist; sand, fine to medium; silt, moderately micaceous; cobbles, subangular, up to 100mm, silt pieces dislodged from nearby outcrop.									2										
										2										
											3									
											2									
											3									
											3									
											3									
											5									
											3									
											3									
											2									
											4									
											5									
											4									
GRAVEL DEPOSIT	Sandy GRAVEL; light brown grey. Dense; dry; gravel, fine to medium, subround to subangular; sand, medium to coarse.									4										
										5										
	End of Investigation: 2.4m Geology Established									4										
										5										
										4										
										7										
										6										
										13										
										11										
										10										
										13										
										14										
										10										

### Investigation Information

Depth 2.4m      Logged By SF      Start Date 13/10/20  
 Termination Geology Established      Checked By PF      End Date 13/10/20  
 Machine Used      Test Pit Dimensions      Logged Date

### Investigation Type

- Hand Auger (50mm)
- Test Pit
- Scala Penetrometer

### Water Legend

- Standing Water Level
- Out flow
- In flow

Log ref: R6655-1A TP&SPT104



## APPENDIX C: STORMWATER DESIGN

1. PROJECT DETAILS

**Project:** R6655-1A  
**Property:** 37 Bluff Lane, Gibbston (Monterosa Estate)  
**Date:** 13-Oct-20  
**Calc's by:** S.F.

LEGEND

Inputed parameters  
 Calculated parameters

2. SOAKAGE TEST DETAILS

Test water volume = 450 L  
 Start fill time = 10:20:30 AM h:m:s  
 Fill duration = 03:30 h:m:s  
 Stop fill time = 10:24:00 AM h:m:s  
 Pit empty time (est) = 11:34:00 AM h:m:s  
 Pit empty duration (est) = 1:13:30 h:m:s  
 Dip Stick Enbed. = NA

**SOAKAGE TEST SUMMARY**

Percolation rate = 600.00 mm/hr

3. SOAKAGE TEST

Time	Duration (mins)		Water Drop (BGLmm)	Corrected Water Drop (mm)
10:20	0	FILLING	0.00	0.00
10:24	4		1450.00	0.00
10:34	10		1550.00	0.00
10:39	5		1600.00	0.00
11:34	55	FINISH	0.00	0.00

4. SOAKAGE TEST CALCULATIONS

Pit width = 1.2 m  
 Pit length = 1.3 m  
 Total pit area = 1.56 m<sup>2</sup>  
 Effective basal test area = 100 %  
 Calc. basal test area = 1.56 m<sup>2</sup>

Test volume = 234 L  
 Fill duration = 0:03:30 h:m:s  
 Discharge rate = 67 L/min

Pit empty duration = 15 minutes  
 Percolation rate = 600.00 mm/hr

NOTES

**Two Point | Falling Head Method**

- Duration: 15 minutes From: 10:24am To: 10:39am
- Head Drop Over 15 minutes = 150mm
- Volume: 234L | 1.2m (width) x 1.3m (length) x 0.15m (Depth)
- Soakage Volume Calc ammended from 450L to 234L
- Duration ammended from 1h 13 minutes to 15 minutes
- Silt ingress from water dosage deliverary caused significant reduction in soakage.

THIS SOAKAGE RATE IS INDICATIVE OF THE SANDY GRAVELS INCURED FROM 1.6m BGL & NOT THE OVERLYING SILTY SAND. ANY SOAKAGE SYSTEMS MUST BE SITED IN SANDY GRAVEL.

# SOAKAGE PIT DESIGN



## 1. PROJECT DETAILS

**Property:** Timsfield Subdivision, Wanaka  
**Test Pit:**  
**Date:** 17/06/2019  
**Calc's by:** F.W.

## LEGEND

	Iterative inputted parameter
	Inputted parameter
	Calculated parameter

## 2. SOAKAGE PIT SIZE CALCULATIONS

Notes

$$V_{stor} = (R_c - V_{soak})/0.38 \text{ (m}^3\text{)}$$

$$R_c = \text{run-off} = 10CIA$$

where

$$C = \text{run-off coefficient}$$

$$I = \text{rainfall intensity (mm/hr)} \quad \text{Based on a 5\% AEP 1 hr duration storm}$$

$$A = \text{catchment area (m}^2\text{)}$$

and

$$V_{soak} = A_{sp}S_r/1000$$

where

$$A_{sp} = \text{basal area of soak pit (m}^2\text{)}$$

$$S_r = \text{soakage rate (mm/hr)}$$

## SOAKAGE PIT SUMMARY

Soakage pit width =	2 m
Soakage pit length =	2 m
Soakage pit depth =	-0.24 m
Soakage pit volume =	-0.97 m <sup>3</sup>

## INFILTRATION PARAMETERS

Data source:	HIRDS V4
RCP Scenario:	6
Rainfall Period	2081 - 2100
AEP:	5%
Duration:	60
HIRDS Data Output Format	mm/hr

## 3. CATCHMENT DETAILS

$$\begin{aligned} \text{Area}_{\text{impervious}} &= 100 \text{ m}^2 \\ C_{\text{impervious}} &= 1.00 \end{aligned}$$

Based on Building Code E1/VM1

$$\begin{aligned} \text{Area}_{\text{mixed use}} &= 0 \text{ m}^2 \\ C_{\text{mixed use}} &= 0.65 \end{aligned}$$

Based on Building Code E1/VM1

$$\begin{aligned} \text{Area}_{\text{pervious}} &= 0 \text{ m}^2 \\ C_{\text{pervious}} &= 0.30 \end{aligned}$$

Based on Building Code E1/VM1

$$\begin{aligned} \text{Area}_{\text{other}} &= 0 \text{ m}^2 \\ C_{\text{other}} &= 0.30 \end{aligned}$$

Based on Building Code E1/VM1

$$\text{Factored catchment area} = 100 \text{ m}^2$$

## NOTES

1. Building Code Method (E1/VM1) applied
2. "BASAL" soakage only used in soakpit sizing. NO Lateral Soakage Component Included.

## 4. SOAKAGE PIT SIZING

$$1 \text{ hr } 5\% \text{ AEP rainfall intensity} = 16.3 \text{ mm/hr}$$

From HIRDS data with the RCP6.0 climate change scenario between 2081-2100

$$\begin{aligned} \text{Soakage pit length} &= 2 \text{ m} \\ \text{Soakage pit width} &= 2 \text{ m} \\ \text{Soakage pit depth} &= -0.24 \text{ m} \end{aligned}$$

$$\begin{aligned} A_{sp} &= 4.00 \text{ m}^2 \\ \text{Soakage rate} &= 500 \text{ mm/hr} \end{aligned}$$

Therefore

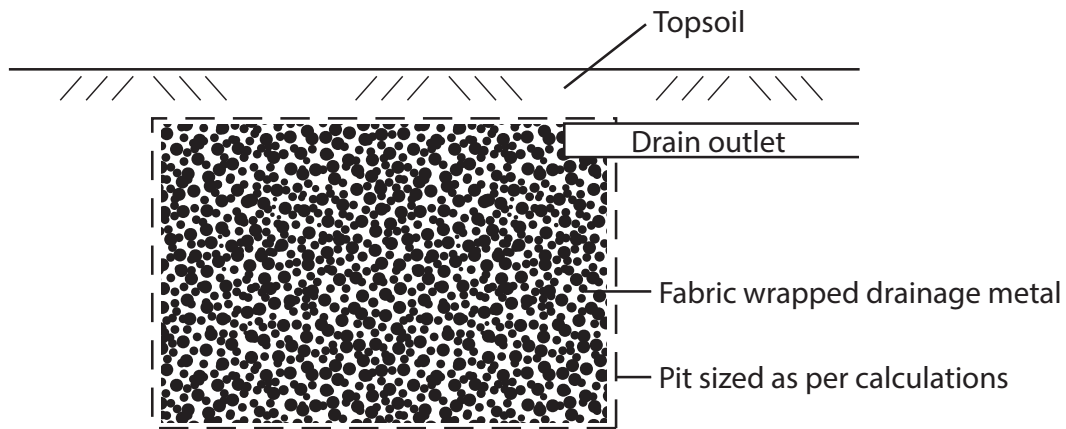
$$\begin{aligned} R_c &= 1.63 \\ V_{soak} &= 2.00 \\ V_{stor} &= -0.97 \text{ m}^3 \end{aligned}$$

## 5. SOAKAGE PIT SIZING CHECKS

Calc. soakage pit depth = -0.24 m **CHECK: Calc. soakage pit depth between 1m and 2m**



# SOAKAGE PIT DETAIL



SOAK PIT DETAIL (nts)

## RUN-OFF COEFFICIENTS (BUILDING CODE E1/VM1)

<b>Table 1: Run-off Coefficients</b>	
Paragraphs 2.0.1, 2.1.1, 2.1.3	
<b>Description of surface</b>	<b>C</b>
<b>Natural surface types</b>	
Bare impermeable clay with no interception channels or run-off control	0.70
Bare uncultivated soil of medium soakage	0.60
Heavy clay soil types:	
– pasture and grass cover	0.40
– bush and scrub cover	0.35
– cultivated	0.30
Medium soakage soil types:	
– pasture and grass cover	0.30
– bush and scrub cover	0.25
– cultivated	0.20
High soakage gravel, sandy and volcanic soil types:	
– pasture and grass cover	0.20
– bush and scrub cover	0.15
– cultivated	0.10
Parks, playgrounds and reserves:	
– mainly grassed	0.30
– predominantly bush	0.25
Gardens, lawns, etc.	0.25
<b>Developed surface types</b>	
Fully roofed and/or sealed developments	0.90
Steel and non-absorbent roof surfaces	0.90
Asphalt and concrete paved surfaces	0.85
Near flat and slightly absorbent roof surfaces	0.80
Stone, brick and precast concrete paving panels	
– with sealed joints	0.80
– with open joints	0.60
Unsealed roads	0.50
Railway and unsealed yards and similar surfaces	0.35
<b>Land use types</b>	
Industrial, commercial, shopping areas and town house developments	0.65
Residential areas in which the impervious area is less than 36% of gross area	0.45
Residential areas in which impervious area is 36% to 50% of gross area	0.55
Note:	
Where the impervious area exceeds 50% of gross	

## APPENDIX D: WASTEWATER ASSESSMENT



# Onsite Wastewater Disposal Site & Soils Assessment



*Use for Subdivision or Land Use Resource Consent*

The design standard for waste water treatment and effluent disposal systems is AS/NZS 1547:2012. All references in this form relate to this standard.

Applications should provide sufficient information to demonstrate that all lots will be capable of accommodating an on-site system.

## Site Description

Property Owner: Monterosa Estate (NZ) Ltd

Location Address: Lot 7, 37 Bluff Lane, Gibbston

Legal Description (eg Lot3 DP1234) : LOT 7 DP467481

List any existing consents related to waste disposal on the site: None

General description of development / source of waste water: Rural Residential

New residential dwelling

The number and size of the lots being created: 1 lots at approximately 183,345m<sup>2</sup>

## Site Assessment (refer to Tables R1 & R2 for setback distances to site features)

Land use Residential - semi rural

Topography Gently sloping

Slope angle <15 degrees

Aspect Northerly

Vegetation cover Rough paddock and vineyards in close proximity

Areas of potential ponding No areas of ponding

Ephemeral streams None

Drainage patterns and overland paths None

Flood potential (show with return period on site plan) None

Distance to nearest water body > 100m

Water bores with 50m (reference ORC Maps) None

Other Site Features None

Slope stability assessment details – summarise any areas unsuitable for waste water irrigation.  
(Attach report if applicable): \_\_\_\_\_

No slope stability issues affect this site  
\_\_\_\_\_

(Highest potential) Depth to ground water:

Summer > 25m  
\_\_\_\_\_

Winter > 25m  
\_\_\_\_\_

Information Source Site investigation data & ORC borehole database

What is the potential for waste water to short circuit through permeable soils to surface and / or ground water?  
\_\_\_\_\_

Low. Class 3/4 soils with depressed groundwater  
\_\_\_\_\_

### Soil Investigation (Appendix C)

Field investigation date: October 2020

Number of test pit bores (C3.5.4): 4 test pits across the property

Soil investigation addendum to be attached that includes a plan showing test pit or bore location, log results and photos of the site profile.

If fill material was encountered during the soil investigation state how this will impact on the waste water system:  
\_\_\_\_\_

No fill material of any significant depth encountered  
\_\_\_\_\_

Average depth of topsoil: 400mm

Indicative permeability (Appendix G) : 1.0 to 3.0m/day (Table L1)

Percolation test method (refer to B6 for applicability) : \_\_\_\_\_  
(attach report if applicable)

Soil Category (Table 5.1)	Soil Texture (Appendix E)	Drainage	Tick One
1	Gravel and sands	Rapid	
2	Sandy loams	Free	
3	Loams	Good	X
4	Clay loams	Moderate	
5	Light clays	Moderate to slow	
6	Medium to heavy clays	Slow	

Reasons for placing in stated category:  
\_\_\_\_\_

Based on the soil descriptions from test pitting.  
\_\_\_\_\_  
\_\_\_\_\_

Loading rate, DLR (Table L1): 30 mm/day

Explanation for proposed loading rate:

Based on the likely soil category of Class 3 and secondary treatment

### Recommendations from site and soils assessment

Specify any design constraints

Specify any areas unsuitable for location of the disposal field

Specify any unsuitable treatment and/or disposal systems

Propose suitable mitigation to enable successful effluent treatment

Some consideration of the current vineyard and viticultural activity in the immediate paddocks

adjacent to the property may be required when undertaking the detailed design of the system

### Attachments Checklist



Copy of existing consents



Soil investigation addendum



To scale site plan, the following must be included on the plan:

Buildings

Boundaries

Retaining Walls

Embankments

Water bodies

Flood potential

Other septic tanks / treatment systems

Water bores

Existing and proposed trees and shrubs

Direction of ground water flow

North arrow



Note that an Otago Regional Council (ORC) consent may also be required to discharge domestic waste water to land if any of the following apply:

- Daily discharge volume exceeds 2,000 litres per day
- Discharge will occur in a groundwater protection zone
- Discharge will occur within 50 metres of a surface water body (natural or manmade)
- Discharge will occur within 50 metres of an existing bore/well
- Discharge will result in a direct discharge into a drain/water ace/ground water
- Discharge may runoff onto another persons' property

If any of these apply then we recommend that you correspond with the ORC;

Otago Regional Council  
"The Station" (upstairs)  
Cnr. Camp and Shotover Streets  
P O Box 958  
Queenstown 9300  
  
Tel: 03 442 5681

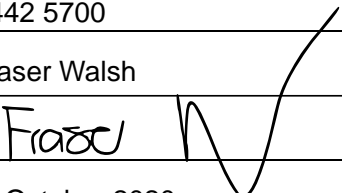
I believe to the best of my knowledge that the information provided in this assessment is true and complete. I have the necessary experience and qualifications as defined in Section 3.3 AS/NZS 1547:2012 to undertake this assessment in accordance with the requirements of AS/NZS 1547:2012:

Company: Ground Consulting Limited

Email: queenstown@gcltech.co.nz

Phone number: 03 442 5700

Name: Fraser Walsh

Signature: 

Date: 28 October 2020

Queenstown Lakes District Council  
Private Bag 50072  
10 Gorge Road  
QUEENSTOWN 9348

**Phone:** 03 441 0499  
**Fax:** 03 442 4778  
**Email:** services@qldc.govt.nz  
**Website:** www.qldc.govt.nz

## APPENDIX E: SITE PHOTOGRAPHS

GENERAL SITE PERSPECTIVE  
BUILDING PLATFORM FACING SOUTH WEST



TP101

PIT EXCAVATION



ARISINGS





TP102 (SOAKAGE TEST SITE)

PIT EXCAVATION



ARISINGS



TP102

AFTER FILL AT 10:24



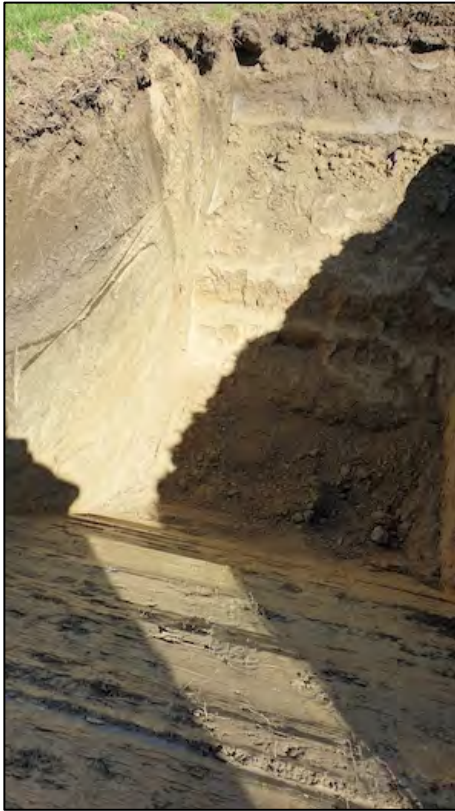
SOAK AGE TEST AFTER 70 MINUTES AT 11:34





TP103

PIT EXCAVATION



ARISINGS



TP104

PIT EXCAVATION



ARISINGS



**PUKEKOHE OFFICE**

UNIT 2, 4 MANUKAU ROAD, PUKEKOHE  
POST: PO BOX 1019, PUKEKOHE, 2120  
EMAIL: [pukekohe@gcltech.co.nz](mailto:pukekohe@gcltech.co.nz)  
TEL: 09 239 2229

**QUEENSTOWN OFFICE**

157 GLENDA DRIVE, FRANKTON  
POST: PO BOX 2963, QUEENSTOWN 9349  
EMAIL: [queenstown@gcltech.co.nz](mailto:queenstown@gcltech.co.nz)  
TEL: 03 442 5700

**AUCKLAND CENTRAL OFFICE**

LEVEL 1, KAURI TIMBER BUILDING  
104 FANSHAWE STREET, AUCKLAND, 1010  
EMAIL: [auckland@gcltech.co.nz](mailto:auckland@gcltech.co.nz)  
TEL: 09 379 0777

**GREAT BARRIER IS. OFFICE**

6 MOANA VIEW ROAD, OKUPU  
POST: PO BOX 1019, PUKEKOHE, 2120  
EMAIL: [office@gcltech.co.nz](mailto:office@gcltech.co.nz)  
TEL: 09 239 2229





**From:** p.copland@actrix.co.nz  
**Subject:** FW: Power Supply Gibbston Valley  
**Date:** 24 September 2020 at 4:08 PM  
**To:** Tim Williams tim@williamsandco.nz



Sorry for all the emails Tim.  
This just arrived in my inbox and looks way better, including confirmation email below.  
Cheers Phil

---

**From:** David Dunlop <David.Dunlop@thinkdelta.co.nz>  
**Sent:** Thursday, 24 September 2020 10:37 am  
**To:** p.copland@actrix.co.nz  
**Subject:** Power Supply Gibbston Valley

Hi Philip

I can confirm as an authorised contractor on the Aurora Network, that capacity can be made available by installing a 15kVA transformer and connecting it into an existing 11kV cable on the property, to supply the proposed house site.

Regards



**DAVE DUNLOP**  
SENIOR DESIGNER

[david.dunlop@thinkdelta.co.nz](mailto:david.dunlop@thinkdelta.co.nz)

MOB 027 201 0877

WEB [THINKDELTA.CO.NZ](http://THINKDELTA.CO.NZ)

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

2009/62292P  
 APPROVED  
 Registrar-General of Land

**Grantor**

MT ROSA ESTATE LIMITED

**Grantee**

MT ROSA ESTATE 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 Schedules, 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
Right to Convey Water	H, K, L, N, O on DP 400629	Lot 7 DP 400629 CT 401353	Lot 1 DP 400629, CT 400979 Lot 2 DP 400629, CT 400980 Lot 3 DP 400629, CT 400981 Lot 4 DP 400629, CT 400982 Lot 5 DP 400629, CT 400983 Lot 6 DP 400629, CT 400984
	M, Q on DP 400629	Lot 5 DP 400629 CT 400983	Lot 1 DP 400629, CT 400979 Lot 2 DP 400629, CT 400980 Lot 3 DP 400629, CT 400981 Lot 4 DP 400629, CT 400982 Lot 6 DP 400629, CT 400984
	E on DP 400629	Lot 6 DP 400629 CT 400994	Lot 1 DP 400629, CT 400979 Lot 2 DP 400629, CT 400980 Lot 3 DP 400629, CT 400981 Lot 4 DP 400629, CT 400982 Lot 6 DP 400629, CT 400983
	P on DP 400629	Lot 1 DP 400629 CT 400979	Lot 2 DP 400629, CT 400980



**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~~] [~~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 \_\_\_\_\_]~~

Annexure Schedule 1

2009/0043EP  
 APPROVED  
 Registrar-General of Land

Dated

Page 1 of 1 page

*Easement*

*Continue in additional Annexure Schedule if required*

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	A on DP 400629	Lot 7 DP 400629 CT 401353	Lot 2 DP 400629, CT 400980 Lot 5 DP 400629, CT 400983 Lot 6 DP 400629, CT 400984
	B on DP 400629	Lot 7 DP 400629 CT 401353	Lot 2 DP 400629, CT 400980
	C on DP 400629	Lot 6 DP 400629 CT 400984	Lot 5 DP 400629, CT 400983
	D on DP 400629	Lot 6 DP 400629 CT 400984	Lot 5 DP 400629, CT 400983
	Q on DP 400629	Lot 7 DP 400629 CT 401353	Lot 1 DP 400629, CT 400979 Lot 3 DP 400629, CT 400981 Lot 4 DP 400629, CT 400982

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 1

2009/00426F  
APPROVED  
Registrar-General of Land

Dated \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

**Continuation of "Estate or interest to be transferred, or easement(s) or profit(s) to be created"**

1. In this Easement Instrument unless the context indicates otherwise:

1.1 "Servient land" is the land owned by the Grantor;

1.2 "Dominant Land" is the land owned by the Grantee and contained in Certificates of Title 400979, 400980, 400981, 400982, 400983 and 400984;

1.3 "Easement area" is that part of the servient land marked "A", "B", "C", "D", "H", "K", "L", "N", "O", "M", "Q", "E" and "P" Deposited Plan 400629;

1.4 "Easement rights" are the rights described in Section 2;

1.5 "Water System" means the water filter, water pump, water tanks, pump shed, restrictor valve and any other equipment used in relation to the water supply and includes parts thereof.

**RIGHT TO CONVEY WATER**

2. The Grantor grants to the Grantee the right for the Grantee and the Grantee's tenants, agents, workmen, licensees and invitees (in common with the Grantor, the Grantor's tenants and any other persons lawfully entitled to do so):

2.1 to take, convey and lead water at all times in the amounts specified below:

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 1

2008/504257  
APPROVED  
Registrar-General of Land

Dated \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

in a free and unimpeded flow along the line of pipes described in clauses 2.2 or 2.3 (as the case may be):

- (a) Lots 1 - 4 Deposited Plan 400629 = 2,000 litres per day;
- (b) Lot 5 Deposited Plan 400629 = minimum of 4,400 litres per day provided that Lot 5 is used for commercial purposes as contained in RM010388;
- (c) Lot 6 Deposited Plan 400629 = maximum of 64,390 litres per day provided that Lot 6 is used for commercial purposes as contained in RM010388.

2.2 to use any line of pipes already laid in and under the soil of the Easement Area for the purpose described in clause 2.1.

2.3 where no line of pipes already exists, to lay and maintain a line of pipes in and under the soil of the Easement Area for the purpose described in clause 2.1;

2.4 to install a meter system on each parcel of land to accurately measure the water usage;

2.5 to enter on to the servient land (at any times, on any notice and by any route which is reasonable in the circumstances) with any tools, equipment, machinery and vehicles which are necessary and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining and renewing the pipes and to dig up the soil of the servient land to the extent necessary and reasonable but in doing so the Grantee must:

**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 1

2009/S049EF  
APPROVED  
Registrar-General of Land

Dated Page of pages

*(insert type of instrument)*

*Continue in additional Annexure Schedules if required*

- 2.5.1 cause as little disturbance as reasonably possible to the surface of the servient land;
- 2.5.2 restore the surface of the servient land as nearly as possible to its original condition; and
- 2.5.3 restore any other consequential damage.
  
- 2.6 The Grantor and the Grantee will share in the costs of general repair and maintenance of the water system on a pro rata basis based on usage provided that the repair was not caused by the deliberate act or omission of either the Grantor or the Grantee in which case that party shall be responsible for all costs incurred as a result.
  
- 2.7 The contributions of the Grantor and the Grantee will be determined by the amount of water usage recorded in the meter for each parcel of land.
  
- 3. **Management Group**
  - 3.1 All the registered proprietors from time to time of the land contained in Deposited Plan 400629 shall comprise the Management Group.
  
  - 3.2 It is acknowledged and accepted that the Water System is for the purpose of providing a potable water supply to the Dominant Land owned by the members of the Management Group.
  
  - 3.3 The Management Group is formed for the purposes of:
    - (a) managing the ongoing operations of the Water System, the costs of operation, maintenance and as necessary, replacement of the Water System;

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 1

2009/5043EP  
 APPROVED  
 Registrar-General of Land

Dated Page of pages

*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

- (b) monitoring the quality of the water to ensure it complies with the requirements of a competent authority and the Drinking Water Standards for New Zealand 2005 or any replacement or updated version of the Standards;
  - (c) if required setting terms and rules in respect of the allocation of water as between the members of the Management Group;
  - (d) maintaining and repairing all communal roading to ensure all communal roading is in good condition.
- 3.4 The Management Group shall notify Public Health South of the details of the water supply if the water supply will ultimately serve more than 25 people for 60 days or more per annum.
- 3.5 The members of the Management Group shall share the costs set out in clause 2.2.3, generally in proportion to their individual usage of the Water Supply.
- (a) Lot 1 Deposited Plan 400629, Certificate of Title 400979 – 2,000 litres per day;
  - (b) Lot 2 Deposited Plan 400629 – Certificate of Title 400980 – 2,000 litres per day;
  - (c) Lot 3 Deposited Plan 400629 – Certificate of Title 400981 – 2,000 litres per day;
  - (d) Lot 4 Deposited Plan 400629 – Certificate of Title 400982 – 2,000 litres per day;
  - (e) Lot 5 Deposited Plan 400629 – Certificate of Title 400983 – 44,000 litres per day;
  - (f) Lot 6 Deposited Plan 400629 – Certificate of Title 400984 – 64,390 litres per day.

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 1

2008/8043EF  
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Dated Page of pages

*Insert type of instrument*

*Continue in additional Annexure Schedules if required*

3.6 On behalf of the owners from time to time of the Servient Land and the Dominant Land, the Grantor (or any other person or persons appointed by the Grantor) will be responsible for monitoring the drinking water and ensuring it complies with the Drinking Water Standards for New Zealand 2005 for the presence of E.coli. The results of the water testing carried out by the Grantor will be forwarded to the Queenstown Lakes District Council. The Ministry of Health shall approve the laboratory carrying out the analysis of the drinking water. Should the water not meet the requirements of the Standard from time to time, then the Grantor shall be responsible for the provision of water treatment to ensure that the Drinking Water Standards for New Zealand 2005 are met or exceeded.

The owners from time to time of the Servient Land and the Dominant Land acknowledge and accept that the monitoring and treatment of the drinking water is a condition of Resource Consent RMD10308 and acknowledge, accept and Grantor and Grantee agree to comply with the condition on a continuing basis.

All costs associated with completing the monitoring requirements, including testing of the drinking water shall be shared on a pro rata basis between the Grantor and the Grantee.

3.7 Should the Water System or any part thereof need to be replaced or repaired to ensure the drinking water complies with clause 3 above, the Grantor and the Grantee shall share on a pro rata basis in the costs of completing the necessary works to ensure the drinking water meets the requisite standard contained in clause 3 above.

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 1

2000/80-13EF  
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*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

3.8 Should Lot 5 and Lot 6 Deposited Plan 400629 not be used for commercial purposes pursuant to Resource Consent RM010388, then the water supply to each of Lot 5 and Lot 6 should be 2,000 litres per day pursuant to clause 3.5 above.

3.9 The member from time to time of the Management Group shall be responsible pro rata for the costs of repairing and maintaining the communal roading within the Easement Area.

4. Should Lot 7 Deposited Plan 400628 Identifier 401353 require a potable water supply in the future, the Management Group will supply Lot 7 with 2,000 litres per day of potable water.

**GENERAL COVENANTS**

5. The grant of the easement rights will be forever appurtenant to each and every part of the dominant land.

6. No power is implied by the Grantor to terminate the easement rights for breach of any provision in this Easement Instrument by the Grantee or for any other cause, it being the parties' intention that the easement rights will continue forever unless surrendered.

7. The Grantor will not do anything which interferes with or restricts the rights of the Grantee or other authorised persons in relation to any of the easement rights.

8. The easement rights are in those set out in the Land Transfer Regulations in force at the date of this Easement Instrument.

*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 1

2009/S042EF  
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*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

**DEFAULT**

9. If either party fails ("defaulting party") to perform or join with the other party ("other party") in performing any obligation under this Easement Instrument, the following provisions will apply:

9.1 the other party may serve a written notice on the defaulting party ("default notice") specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;

9.2 If after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:

9.2.1 perform the obligation; and

9.2.2 for that purpose enter on to the dominant land or the servient land;

9.3 the defaulting party must pay to the other party the costs of:

9.3.1 the default notice; and

9.3.2 the other party performing the obligation of the defaulting party; within one month of receiving written notice of the other party's costs; and

9.4 the other party may recover any money payable under clause 9.3 from the defaulting party as a liquidated debt.

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 1

2009/48438F  
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Registrar-General of Land

Dated Page of pages

*Insert type of instrument*

*Continue in additional Annexure Schedule if required*

**DISPUTES**

- 10. If any dispute arises between the Grantor and the Grantee concerning the rights created by this Easement Instrument, the parties must enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on an independent arbitrator within 14 days, the parties will submit to the arbitration of an independent arbitrator appointed by the President of the New Zealand Law Society (or his or her nominee). That arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this Easement Instrument will be deemed a submission to arbitration.

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.

Approved by Registrar-General of Land under No. 2003/5150  
**Annexure Schedule - Consent Form**  
 Land Transfer Act 1952 section 238(2)



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

Encumbrance

Page  of  pages

**Consentor**

Surname must be underlined or in CAPITALS

GIBBSTON VALLEY IRRIGATION LIMITED

**Capacity and interest of Consentor**

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

Encumbrance pursuant to Encumbrance No. 962807.62

**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 239(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 490619 and the registration of an Easement Instrument creating the memorandum of easements  
 (Right to Convey Water and Right of Way) on Plan 490629

Dated this 19<sup>th</sup> day of October 2013

**Attestation**

*M. C. W.*  
 Matthew LAURENCE  
 Director (G.U.I.)

*J. Baird*  
 Joyce Nancy BAIRD  
 Director (G.U.I.)

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

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.

7 September 2021

Williams & Co.  
c/- Monterosa Estate  
5 Lowburn Valley Road  
Cromwell 9384

**Attention: Tim Williams**

Dear Tim

**GIBBSTON VALLEY DWELLING FROST FAN SOUND INSULATION ASSESSMENT**

Marshall Day Acoustics has been engaged to assess the frost fan sound insulation design of a proposed dwelling on Lot 7, DP497681 on the corner of Gibbston Back Road and State Highway 6, Gibbston Valley, near Queenstown.

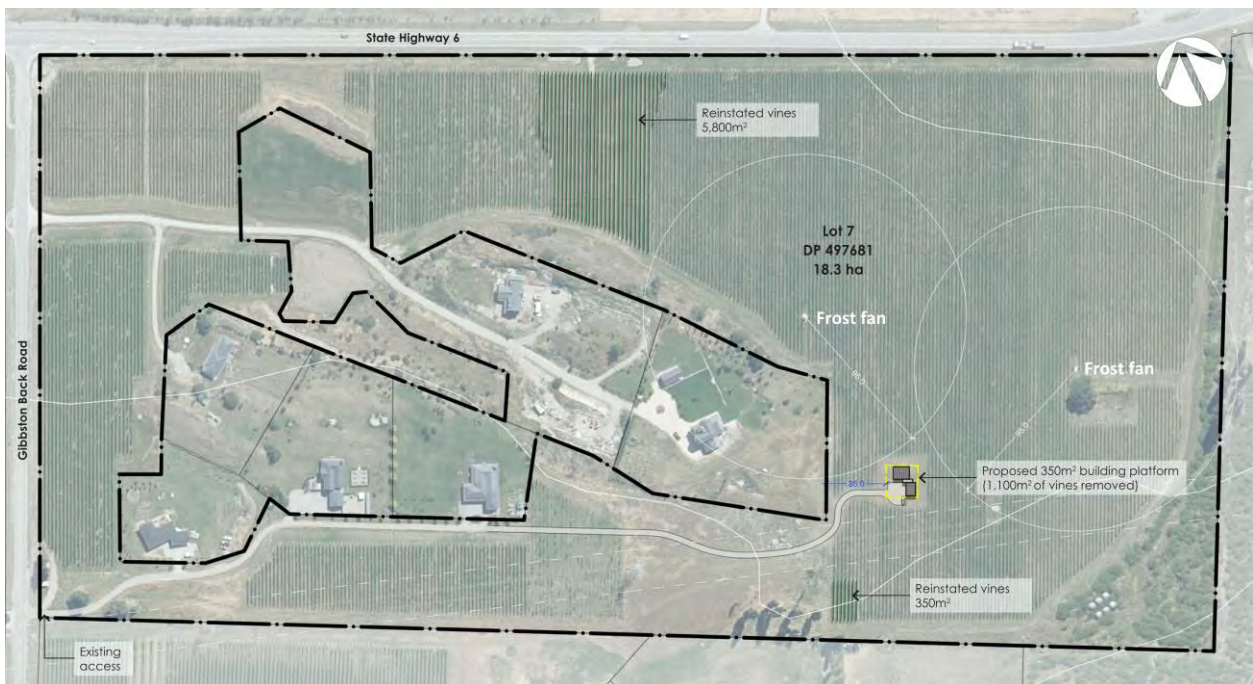
This report details confirms the construction requirements to achieve 30 dB  $L_{Aeq}$  within bedrooms when nearby frost fans are operating, as requested by Queenstown Lakes District Council (QLDC).

**Frost Fans**

There are two frost fans on the applicant's site, each approximately 100 metres from the proposed dwelling location, as shown in Figure 1. Other frost fans in the Gibbston Valley are located much further away and will not contribute to total frost fan noise levels received at the proposed dwelling. Therefore, our assessment is focuses on the two nearest frost fans only.

We understand that the frost fans are two-bladed Amarillo models powered by diesel engines. Marshall Day Acoustics has previously measured noise levels from this model of fan and we have used this data for our assessment (59 dB  $L_{Aeq}$  at 150 metres).

**Figure 1: Proposed dwelling and frost fan locations**



We note that it is unusual to include frost fans on an applicant's own site in an assessment for frost fan sound insulation and we are not aware of any rule in the Queenstown Lakes District Plan that requires this. However, we have done so at the request of QLDC.





## Construction Requirements

Our calculations show that the constructions summarised in Table 1 below are required to achieve 30 dB  $L_{Aeq}$  within bedrooms with both nearby frost fans operating.


**Table 1: Minimum construction requirements for bedrooms**

Building element	Minimum bedroom construction requirement
External walls	
Cladding	Minimum 140 mm filled concrete block
Insulation	Minimum 75 mm thick fibrous insulation
Internal lining	Single layer of minimum 10 mm thick plasterboard. Studs must be at 600 mm centres.
Windows	
	Double glazed aluminium joinery consisting of one minimum 6 mm thick glass pane and one minimum 12.76 mm thick laminated glass pane separated by a 12 mm air gap, i.e. 6/12/12.76L. Total window area in any one bedroom to be no greater than 1.5 m <sup>2</sup> .
Roof/ceiling	
Cladding	Minimum 0.55 mm thick profiled steel
Sarking	Minimum 9 mm thick fibre cement board sarking ( $\geq 12$ kg/m <sup>2</sup> ) <u>to entire dwelling roof</u> , e.g. 9 mm RAB board sarking
Insulation	Minimum 75 mm thick fibrous insulation
Ceiling	Two layers of minimum 13 mm thick high-density plasterboard ( $\geq 12$ kg/m <sup>2</sup> ) linings (e.g. 2x13 mm GIB Noiseline)
External doors	
	Not permitted

We trust this information is satisfactory. If you have any queries or require further assistance, please do not hesitate to contact us.

Yours faithfully

**MARSHALL DAY ACOUSTICS LTD**



**Aaron Staples**  
Senior Acoustic Engineer



## Certificate of Analysis

<b>Client:</b>	PG & PA Copland	<b>Lab No:</b>	2666157	DWAPV1
<b>Contact:</b>	PG & PA Copland 5 Lowburn Valley Road RD 2 Cromwell 9384	<b>Date Received:</b>	29-Jul-2021	
		<b>Date Reported:</b>	05-Aug-2021	
		<b>Quote No:</b>		
		<b>Order No:</b>		
		<b>Client Reference:</b>		
		<b>Submitted By:</b>	PG & PA Copland	

### Sample Type: Aqueous

Sample Name:	Monterosa Estate 28-Jul-2021 12:34 pm		Guideline Value	Maximum Acceptable Values (MAV)
Lab Number:	2666157.1			
Routine Water + E.coli profile Kit				
Escherichia coli	MPN / 100mL	< 1	-	< 1
Routine Water Profile				
Turbidity	NTU	0.24	< 2.5	-
pH	pH Units	8.2	7.0 - 8.5	-
Total Alkalinity	g/m <sup>3</sup> as CaCO <sub>3</sub>	178	-	-
Free Carbon Dioxide	g/m <sup>3</sup> at 25°C	2.4	-	-
Total Hardness	g/m <sup>3</sup> as CaCO <sub>3</sub>	15.9	< 200	-
Electrical Conductivity (EC)	mS/m	40.1	-	-
Electrical Conductivity (EC)	µS/cm	401	-	-
Approx Total Dissolved Salts	g/m <sup>3</sup>	270	< 1000	-
Total Arsenic	g/m <sup>3</sup>	< 0.0011	-	0.01
Total Boron	g/m <sup>3</sup>	0.0111	-	1.4
Total Calcium	g/m <sup>3</sup>	4.7	-	-
Total Copper	g/m <sup>3</sup>	0.0181	< 1	2
Total Iron	g/m <sup>3</sup>	< 0.021	< 0.2	-
Total Lead	g/m <sup>3</sup>	0.00108	-	0.01
Total Magnesium	g/m <sup>3</sup>	1.01	-	-
Total Manganese	g/m <sup>3</sup>	< 0.00053	< 0.04 (Staining) < 0.10 (Taste)	0.4
Total Potassium	g/m <sup>3</sup>	0.65	-	-
Total Sodium	g/m <sup>3</sup>	96	< 200	-
Total Zinc	g/m <sup>3</sup>	0.037	< 1.5	-
Chloride	g/m <sup>3</sup>	2.5	< 250	-
Nitrate-N	g/m <sup>3</sup>	1.07	-	11.3
Sulphate	g/m <sup>3</sup>	14.8	< 250	-

**Note:** The Guideline Values and Maximum Acceptable Values (MAV) are taken from the publication 'Drinking-water Standards for New Zealand 2005 (Revised 2018)', Ministry of Health. Copies of this publication are available from <https://www.health.govt.nz/publication/drinking-water-standards-new-zealand-2005-revised-2018>

The Maximum Acceptable Values (MAVs) have been defined by the Ministry of Health for parameters of health significance and should not be exceeded. The Guideline Values are the limits for aesthetic determinands that, if exceeded, may render the water unattractive to consumers.

Note that the units g/m<sup>3</sup> are the same as mg/L and ppm.



This Laboratory is accredited by International Accreditation New Zealand (IANZ), which represents New Zealand in the International Laboratory Accreditation Cooperation (ILAC). Through the ILAC Mutual Recognition Arrangement (ILAC-MRA) this accreditation is internationally recognised. The tests reported herein have been performed in accordance with the terms of accreditation, with the exception of tests marked \* or any comments and interpretations, which are not accredited.

**pH/Alkalinity and Corrosiveness Assessment**

The pH of a water sample is a measure of its acidity or basicity. Waters with a low pH can be corrosive and those with a high pH can promote scale formation in pipes and hot water cylinders.

The guideline level for pH in drinking water is 7.0-8.5. Below this range the water will be corrosive and may cause problems with disinfection if such treatment is used.

The alkalinity of a water is a measure of its acid neutralising capacity and is usually related to the concentration of carbonate, bicarbonate and hydroxide. Low alkalinities (25 g/m<sup>3</sup>) promote corrosion and high alkalinities can cause problems with scale formation in metal pipes and tanks.

The pH of this water is within the NZ Drinking Water Guidelines, the ideal range being 7.0 to 8.0.

With the pH and alkalinity levels found, it is unlikely this water will be corrosive towards metal piping and fixtures.

The high alkalinity of this water may cause an increase in the pH in the root zones of plants which are irrigated using this water.

**Hardness/Total Dissolved Salts Assessment**

The water contains a moderate amount of dissolved solids and would be regarded as being very soft.

**Nitrate Assessment**

Nitrate-nitrogen at elevated levels is considered undesirable in natural waters as this element can cause a health disorder called methaemaglobinaemia. Very young infants (less than six months old) are especially vulnerable. The Drinking-water Standards for New Zealand 2005 (Revised 2018) suggests a maximum permissible level of 11.3 g/m<sup>3</sup> as Nitrate-nitrogen (50 g/m<sup>3</sup> as Nitrate).

Nitrate-nitrogen was detected in this water but at such a low level to not be of concern.

**Boron Assessment**

Boron may be present in natural waters and if present at high concentrations can be toxic to plants.

Boron was found at a low level in this water but would not give any cause for concern.

**Metals Assessment**

Iron and manganese are two problem elements that commonly occur in natural waters. These elements may cause unsightly stains and produce a brown/black precipitate. Iron is not toxic but manganese, at concentrations above 0.5 g/m<sup>3</sup>, may adversely affect health. At concentrations below this it may cause stains on clothing and sanitary ware.

Neither element was detected in this water, which is a pleasing feature.

Treatment to remove iron and/or manganese should not be necessary.

**Bacteriological Tests**

The NZ Drinking Water Standards state that there should be no Escherichia coli (E coli) in water used for human consumption. The presence of these organisms would indicate that other pathogens of faecal origin may be present. Results obtained for Total Coliforms are only significant if the sample has not also been tested for E coli.

Escherichia coli was not detected in this sample.

**Final Assessment**

All parameters tested for meet the guidelines laid down in the publication 'Drinking-water Standards for New Zealand 2005 (Revised 2018)' published by the Ministry of Health for water which is suitable for drinking purposes.



# Summary of Methods

The following table(s) gives a brief description of the methods used to conduct the analyses for this job. The detection limits given below are those attainable in a relatively simple matrix. Detection limits may be higher for individual samples should insufficient sample be available, or if the matrix requires that dilutions be performed during analysis. A detection limit range indicates the lowest and highest detection limits in the associated suite of analytes. A full listing of compounds and detection limits are available from the laboratory upon request. Unless otherwise indicated, analyses were performed at Hill Laboratories, 28 Duke Street, Frankton, Hamilton 3204.

Sample Type: Aqueous			
Test	Method Description	Default Detection Limit	Sample No
Routine Water Profile		-	1
Filtration, Unpreserved	Sample filtration through 0.45µm membrane filter. Performed at Hill Laboratories - Chemistry; 101c Waterloo Road, Christchurch.	-	1
Total Digestion	Nitric acid digestion. APHA 3030 E (modified) 23 <sup>rd</sup> ed. 2017.	-	1
Turbidity	Analysis using a Hach 2100 Turbidity meter. Analysed at Hill Laboratories - Chemistry; 101c Waterloo Road, Christchurch. APHA 2130 B 23 <sup>rd</sup> ed. 2017 (modified).	0.05 NTU	1
pH	pH meter. Analysed at Hill Laboratories - Chemistry; 101c Waterloo Road, Christchurch. APHA 4500-H <sup>+</sup> B 23 <sup>rd</sup> ed. 2017. Note: It is not possible to achieve the APHA Maximum Storage Recommendation for this test (15 min) when samples are analysed upon receipt at the laboratory, and not in the field. Samples and Standards are analysed at an equivalent laboratory temperature (typically 18 to 22 °C). Temperature compensation is used.	0.1 pH Units	1
Total Alkalinity	Titration to pH 4.5 (M-alkalinity), autotitrator. Analysed at Hill Laboratories - Chemistry; 101c Waterloo Road, Christchurch. APHA 2320 B (modified for Alkalinity <20) 23 <sup>rd</sup> ed. 2017.	1.0 g/m <sup>3</sup> as CaCO <sub>3</sub>	1
Free Carbon Dioxide	Calculation: from alkalinity and pH, valid where TDS is not >500 mg/L and alkalinity is almost entirely due to hydroxides, carbonates or bicarbonates. APHA 4500-CO <sub>2</sub> D 23 <sup>rd</sup> ed. 2017.	1.0 g/m <sup>3</sup> at 25°C	1
Total Hardness	Calculation from Calcium and Magnesium. APHA 2340 B 23 <sup>rd</sup> ed. 2017.	1.0 g/m <sup>3</sup> as CaCO <sub>3</sub>	1
Electrical Conductivity (EC)	Conductivity meter, 25°C. Analysed at Hill Laboratories - Chemistry; 101c Waterloo Road, Christchurch. APHA 2510 B 23 <sup>rd</sup> ed. 2017.	0.1 mS/m	1
Electrical Conductivity (EC)	Conductivity meter, 25°C. APHA 2510 B 23 <sup>rd</sup> ed. 2017.	1 µS/cm	1
Approx Total Dissolved Salts	Calculation: from Electrical Conductivity.	2 g/m <sup>3</sup>	1
Total Arsenic	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017 / US EPA 200.8.	0.0011 g/m <sup>3</sup>	1
Total Boron	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.0053 g/m <sup>3</sup>	1
Total Calcium	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.053 g/m <sup>3</sup>	1
Total Copper	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017 / US EPA 200.8.	0.00053 g/m <sup>3</sup>	1
Total Iron	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.021 g/m <sup>3</sup>	1
Total Lead	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017 / US EPA 200.8.	0.00011 g/m <sup>3</sup>	1
Total Magnesium	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.021 g/m <sup>3</sup>	1
Total Manganese	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017 / US EPA 200.8.	0.00053 g/m <sup>3</sup>	1
Total Potassium	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.053 g/m <sup>3</sup>	1
Total Sodium	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017.	0.021 g/m <sup>3</sup>	1
Total Zinc	Nitric acid digestion, ICP-MS, trace level. APHA 3125 B 23 <sup>rd</sup> ed. 2017 / US EPA 200.8.	0.0011 g/m <sup>3</sup>	1
Chloride	Filtered sample from Christchurch. Ion Chromatography. APHA 4110 B (modified) 23 <sup>rd</sup> ed. 2017.	0.5 g/m <sup>3</sup>	1
Nitrate-N	Filtered sample from Christchurch. Ion Chromatography. APHA 4110 B (modified) 23 <sup>rd</sup> ed. 2017.	0.05 g/m <sup>3</sup>	1
Sulphate	Filtered sample from Christchurch. Ion Chromatography. APHA 4110 B (modified) 23 <sup>rd</sup> ed. 2017.	0.5 g/m <sup>3</sup>	1
Escherichia coli	MPN count using Colilert (Incubated at 35°C for 24 hours) and 97 wells. Analysed at Hill Laboratories - Microbiology; 101c Waterloo Road, Hornby, Christchurch. APHA 9223 B 23 <sup>rd</sup> ed. 2017.	1 MPN / 100mL	1

These samples were collected by yourselves (or your agent) and analysed as received at the laboratory.

Testing was completed between 29-Jul-2021 and 04-Aug-2021. For completion dates of individual analyses please contact the laboratory.

Samples are held at the laboratory after reporting for a length of time based on the stability of the samples and analytes being tested (considering any preservation used), and the storage space available. Once the storage period is completed, the samples are discarded unless otherwise agreed with the customer. Extended storage times may incur additional charges.

This certificate of analysis must not be reproduced, except in full, without the written consent of the signatory.

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above the name of the signatory.

Ara Heron BSc (Tech)  
Client Services Manager - Environmental

**From:** "Tim Williams" <tim@williamsandco.nz>  
**Sent:** Fri, 11 Nov 2022 14:32:49 +1300  
**To:** "Neil Harkin" <neil.harkin@qldc.govt.nz>  
**Subject:** Re: Lot 7 - building platform restriction

Yes correct

Sent from my iPhone

On 11/11/2022, at 2:07 PM, Neil Harkin <neil.harkin@qldc.govt.nz> wrote:

Hi Tim,

Thanks for this, could you also just confirm that the this volunteered condition would also restrict the location of this 350m<sup>2</sup> area will be as identified on the most recent landscape plan shown below?



Cheers,  
Neil

**Neil Harkin** | Senior Planner | Planning & Development  
Queenstown Lakes District Council  
P: +64 3 441 0499 | DD: +64 3 443 0006  
E: [neil.harkin@qldc.govt.nz](mailto:neil.harkin@qldc.govt.nz)



-----Original Message-----  
From: Tim Williams <[tim@williamsandco.nz](mailto:tim@williamsandco.nz)>  
Sent: 11 November 2022 14:00



To: Neil Harkin <neil.harkin@qldc.govt.nz>  
Subject: Lot 7 - building platform restriction

Hi Neil.

Please accept this email as volunteering a condition that any residential building established within the building platform would have a footprint no greater 350m<sup>2</sup>.

Regards  
Tim

Sent from my iPhone

**From:** "Tim Williams" <tim@williamsandco.nz>  
**Sent:** Wed, 14 Apr 2021 10:26:13 +1200  
**To:** "Kenny Macdonald" <Kenny.Macdonald@qldc.govt.nz>  
**Subject:** Re: RM210184 - Monterosa Estate (NZ) Limited - PSI  
**Attachments:** Monterosa Estate PSI\_final\_w\_apps.pdf

Hi Kenny,  
Attached is the PSI from E3.  
Any questions let me know.  
Regards



On 18/03/2021, at 3:57 PM, Kenny Macdonald <[kenny.macdonald@qldc.govt.nz](mailto:kenny.macdonald@qldc.govt.nz)> wrote:

Hi Tim,

I've been allocated this application and I've been vetting it. I've just tried calling you to chat about it but didn't get through – give me a call back if you want to discuss any of the below.

Unfortunately there's a couple of matters that the application doesn't satisfactorily address so I'm having to return it incomplete – see full details below. I've included another couple of matters that do not warrant returning the application incomplete but that you should consider addressing nonetheless.

The application is not complete because the following information has not been adequately provided for in the application:

**NES – Assessing and Managing Contaminants in Soil to Protect Human Health**

- The proposal is to establish a building platform on a piece of land where a HAIL activity has occurred (any or all of A1 – *Agrichemicals*, A10 – *Persistent pesticide use*, I – *Any other land that has been subject to the intentional or accidental release of a hazardous substance in sufficient quantity that it could be a risk to human health or the environment*). The proposal will result in disturbance of soil and a change of use and therefore requires consent under the NES. Please address this by submitting a Detailed Site Investigation with the application.

**Earthworks**

- The submitted plans/AEE are insufficient to demonstrate the extent of earthworks required. I'm unable to determine what volume of earthworks are proposed and although the Landscape Assessment states that the mounds will be 1m high, there is insufficient detail on their design/contours to determine how they might decrease visibility of a future building and appear naturalistic. In addition, this lack of information means that it's unclear whether Rule 25.5.21 will be breached. Please provide additional earthworks plans/details which provide this information.

---

### Other matters

Although not required to complete the application at this stage, you may wish to consider the following issue that I've identified:

- The proposed variation to the wording of the Covenant will not achieve what the proposal intends. The proposed wording seeks to allow an exemption for what is provided for by RM210184, however this application is for the establishment of a building platform only. Therefore, any future built form (since it is not being applied for by RM210184) would still be prohibited by the Covenant since it precludes 'residential development'. You may wish to consider providing an alternative covenant wording. I suggest something along the lines of "*A covenant shall be registered on the title of Lot 7 restricting this allotment from further residential subdivision or residential development except for residential use and residential buildings within the building platform consented by RM210184.*"
- The application discusses the positive effects of having a worker/manager residing on site and the Operational Statement from the Copland's also leans heavily on this assertion. Can you confirm whether or not the building will be used by workers/a manager? Is a restriction to this effect to be volunteered as part of the proposal?

---

We need this information before we can formally accept your application, progress with the processing and make a decision.

You can find further details about the information requirements for resource consent applications on the Ministry for the Environment website at:

<http://www.mfe.govt.nz/publications/rma/guide-section-88-and-schedule-4-resource-management-act-1991>

Time has been spent checking your application, and these charges have been deducted from the initial fee that you have paid. If you decide not to re-submit your application, please confirm in writing (email or letter) that you wish to withdraw the application, along with your bank details so we can organise a refund of the portion of the initial fee not used.

If you disagree with our decision that your application is incomplete you can lodge an official objection under Section 357 of the RMA.

If you have any queries, please contact me on 03 450 1718 and quote the application number above.

Kind regards,

---

**Kenny Macdonald** | Senior Planner (Consents) | Planning & Development  
Queenstown Lakes District Council  
DD: +64 3 450 1718 | P: +64 3 441 0499  
E: [kenny.macdonald@qldc.govt.nz](mailto:kenny.macdonald@qldc.govt.nz)

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[<image003.jpg>](#)





**37 Bluff Lane, Gibbston  
Preliminary Site  
Investigation**

**Monterosa  
Estate (NZ) Ltd**

*April 2021*



Arrow Lane Arrowtown 9302

[www.e3scientific.co.nz](http://www.e3scientific.co.nz)

**37 Bluff Lane, Gibbston  
Preliminary Site Investigation**

**Document Status**

Version	Purpose of Document	Prepared By	Reviewer	Review Date
0.1	Draft for internal review	SDB	JH	12 April 2021
1.0	FINAL	SDB	JH	13 April 2021



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## Executive Summary

Monterosa Estate (NZ) Limited ('the client') is seeking consent to establish a 1,000 m<sup>2</sup> building platform at 37 Bluff Lane, Gibbston. The site under investigation includes the proposed building platform and corridor for the proposed driveway where land use change and earthworks will occur as part of residential development of the site. The site covers the location of the building and the surrounding curtilage where residents would be expected to spend most of their time, and accordingly where most exposure to soils will take place.

To assist the client in managing the risks associated with contaminants in soil, as well as satisfy requirements of the NESCS, e3Scientific has undertaken a Preliminary Site Investigation (PSI) to determine whether any activities or industries listed on the HAIL have taken place within piece of land where land use change and earthworks will occur.

The scope of work completed during the investigation included the following:

- Review of land use history from historic aerial photographs, historic certificates of title, QLDC property files, information available from the Otago Regional Council (ORC) and discussions with the landowner and current vineyard manager.
- Inspection of the site.
- Consideration of risks to human health, the need for any further investigation, and the status of the development under the NESCS.
- Preparation of a Preliminary Site Investigation report in accordance with the requirements of the Contaminated Land Management Guidelines (CLMG) No. 1: Reporting on Contaminated Sites in New Zealand (Ministry for the Environment, 2003).

Based on a detailed review of site history information, site inspection, and interviews with the vineyard manager, no HAIL activities occurring within the site have been identified. As such, it is more likely than not that no activities or industries described in the HAIL have been undertaken on the site.

The site is located within the Monterosa Vineyard property; however, it is clear from aerial images and discussions with the vineyard manager that the site has not contained grape vines or other infrastructure associated with the vineyard, such as spray sheds, and it is unlikely that contaminants could have migrated from



the adjacent properties in sufficient quantities to pose a risk to human health or the environment at the site.

Based on the findings of this investigation, e3s provides the following conclusions:

- The site has been used for agricultural purposes from the late 19<sup>th</sup> century until the wider property was developed as a vineyard in 1999.
- Although the site is located within a property used for viticulture, it is highly unlikely that any contaminants associated with the vineyard could have migrated to the site in sufficient quantity to pose a risk to human health or the environment.
- Based on a detailed review of site history information and site walkover, no HAIL activities have been identified. It is more likely than not that no activities or industries described in the HAIL have been undertaken on the site.
- As such, the NESCS does not apply to the site.



# 1 Introduction

## 1.1 Purpose

Monterosa Estate (NZ) Limited ('the client') is seeking consent to establish a 1,000 m<sup>2</sup> building platform at 37 Bluff Lane, Gibbston.

37 Bluff Lane is located at the eastern edge of the Gibbston Valley. Much of the site is occupied by a working vineyard, known as Monterosa Estate, which wraps around a schist rock outcrop containing 6 rural residential lots formed by earlier subdivision.

The proposed building platform will be located on the northern side of the rock outcrop, in between groupings of planted vines. The building platform will be accessed from State Highway 8 via an 85 m long driveway from an existing crossing point. Proposed landscaping around the building platform includes rows of oak trees along the driveway, and two 1 m high vegetated mounds between the highway and building platform. It is proposed that the maximum building coverage within the platform will be 35% (350 m<sup>2</sup>).

A site plan showing the location and proposed lay out of the building platform is shown in Figure 1 Appendix A.

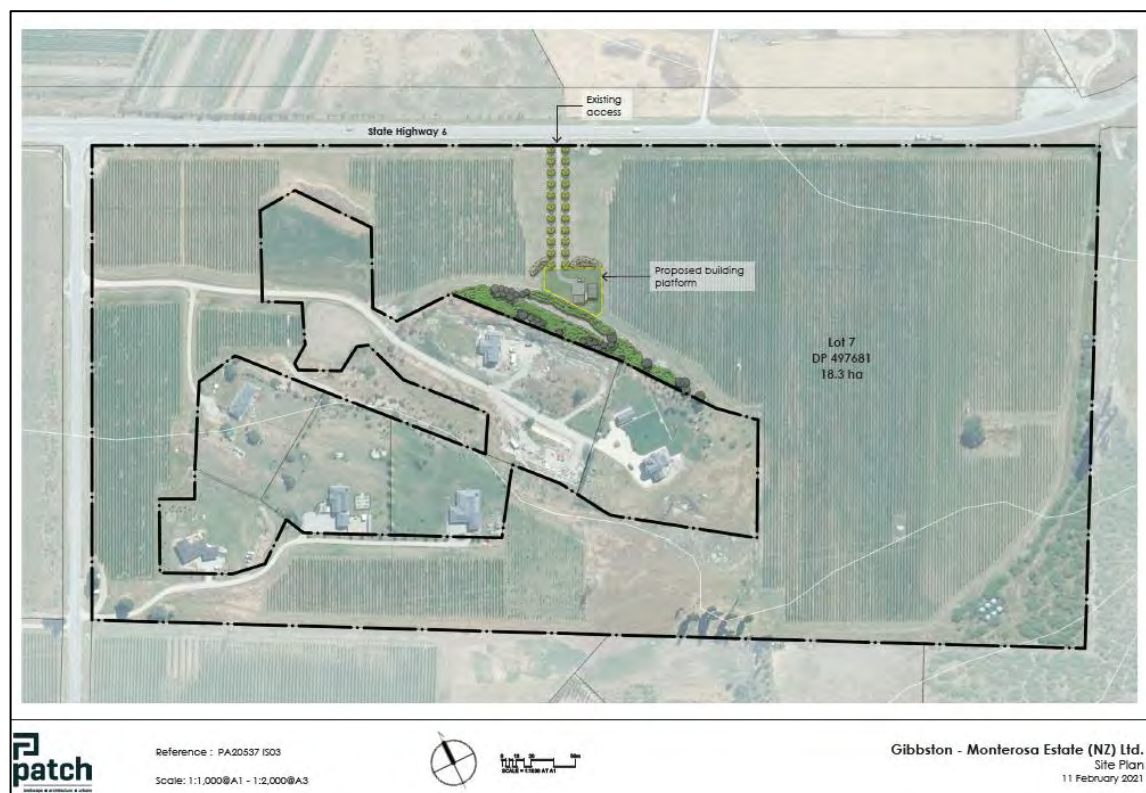
Establishing the building platform within the property will require a change in land use and earthworks. These activities are subject to the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NESCS) if they occur on land that is or has the potential to be contaminated with hazardous substances. Activities with the potential to contaminate land are described in the Ministry for the Environment's Hazardous Activities and Industries List (HAIL). The HAIL is a compilation of 52 activities and industries that are considered capable of causing land contamination from hazardous substance use, storage or disposal.

To assist the client in managing the risks associated with contaminants in soil, as well as satisfy requirements of the NESCS, e3Scientific has undertaken a Preliminary Site Investigation (PSI) to determine whether any activities or industries



listed on the HAIL have taken place within piece of land where land use change and earthworks will occur.

e3Scientific's experience in the provision of contaminated land services is provided in Appendix A.



**Figure 1: Site Development Plan**

## 1.2 Scope of Work

The scope of work completed during the investigation included the following:

- Review of land use history from historic aerial photographs, historic certificates of title, QLDC property files, information available from the Otago Regional Council (ORC) and discussions with the landowner and current vineyard manager.
- Inspection of the site.
- Consideration of risks to human health, the need for any further investigation, and the status of the development under the NESCS.
- Preparation of a Preliminary Site Investigation report in accordance with the requirements of the Contaminated Land Management Guidelines (CLMG)





No. 1: Reporting on Contaminated Sites in New Zealand (Ministry for the Environment, 2003).

### 1.3 Limitations

The findings of this report are based on the Scope of Work outlined above. e3Scientific Limited (e3s) performed the services in a manner consistent with the normal level of care and expertise exercised by members of the environmental science profession. No warranties, express or implied, are made. Subject to the Scope of Work, e3s's assessment is limited strictly to identifying the risk to human health based on the historical activities on the site. The confidence in the findings is limited by the Scope of Work.

The results of this assessment are based upon site inspections conducted by e3s personnel, information from interviews with people who have knowledge of site conditions and information provided in previous reports. All conclusions and recommendations regarding the properties are the professional opinions of e3s personnel involved with the project, subject to the qualifications made above. While normal assessments of data reliability have been made, e3s assumes no responsibility or liability for errors in any data obtained from regulatory agencies, statements from sources outside e3s, or developments resulting from situations outside the scope of this project.



## 2 Site Location and Description

### 2.1 Site Location

The area under investigation (the site) is a piece of land within 37 Bluff Lane at the eastern end of Gibbston Valley (Figure 2). The site includes the proposed building platform and corridor for the proposed driveway where land use change and earthworks will occur as part of residential development of the site. The site covers the location of the building and the surrounding curtilage where residents would be expected to spend most of their time, and accordingly where most exposure to soils will take place. The site covers approximately 3,000 m<sup>2</sup> of Lot 7 DP 497681. The site is bordered by State Highway 8 to the north, rows of grape vines to the east and west, and a rocky outcrop, with rural residential properties beyond (Figure 3).

Central Coordinates for the site are: E: 1284019 N: 5005141 (NZTM).

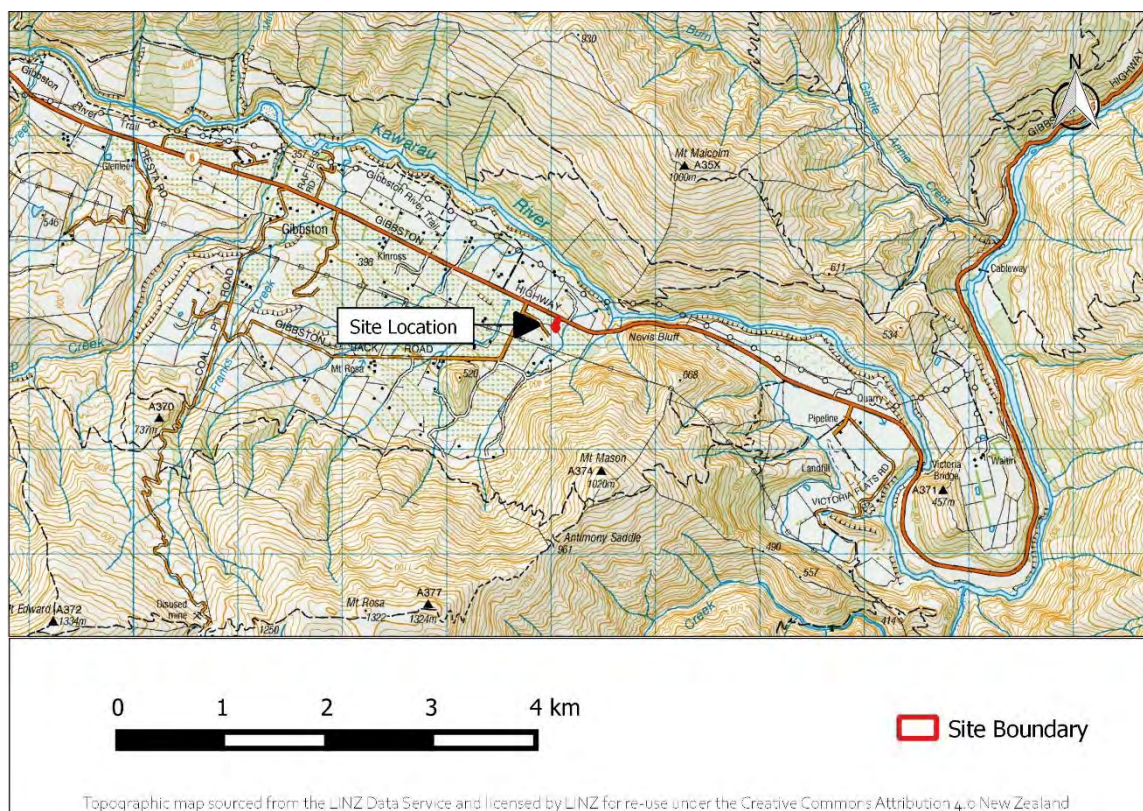


Figure 2: Site Location (topographic).



## 2.2 Topography

The site is predominantly flat with a slight rise towards the schist outcrops to the south of the building platform,

## 2.3 Geology

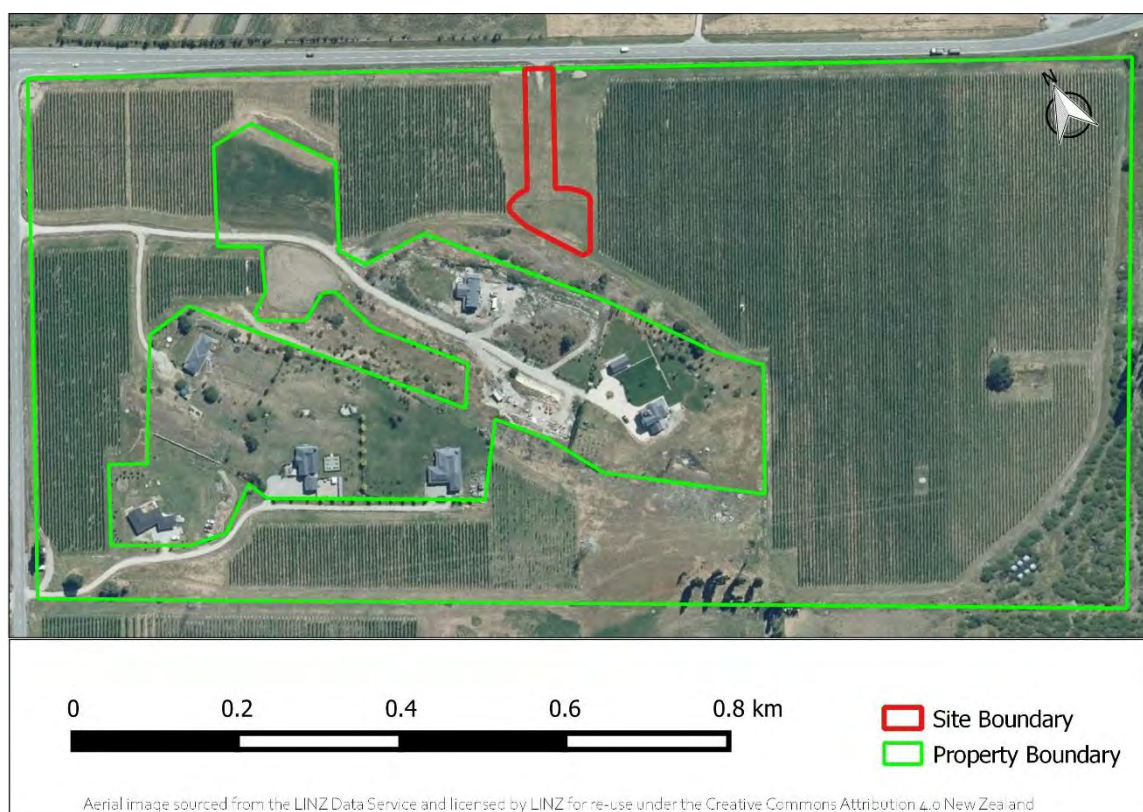
Based on the 1:250,000 Geological Map of New Zealand, the site is situated on two different geological units. The building platform and southern end of the driveway is situated on middle Pleistocene river deposits, consisting of moderately weathered sandy clayey gravel in fans. The northern end of the driveway is situated on late Pleistocene river deposits which consist of unweathered to slightly weathered loose sandy to silty well-rounded gravel. (GNS Science, 2021).

Ground Consulting Limited (2021) report that silty brown topsoil was encountered to a depth of 0.6 m. Loess deposits were also encountered in the vicinity of the building platform to a depth of 1.4m to 2.2m, consisting of a layer of silty SAND, light brown in colour, loose to medium dense, dry. Dense, dry, light brown, grey sandy GRAVEL was encountered in all four test pits below the loess deposits.

## 2.4 Hydrogeology and Hydrology

A detailed groundwater assessment was not within the scope of the investigation. Based on the Otago Regional Council (ORC) online mapping portal, there are four bores within 500 m of the site. Based on these bores, groundwater is expected to occur at depths greater than 25 m below ground level. There are no surface water features on site. The nearest surface water body is the Kawarau River, which is located at 400 m north of the site.





**Figure 3: Site Location (aerial)**

**Table 1: Summary of Site Location and Description Information**

Address:	37 Bluff Lane
Legal Descriptions	Lot 7 DP 497681
Location	Gibbston Valley
NZTM Coordinates:	E: 1284019 N: 5005141
Owners:	Monterosa Estate (NZ) Limited
Site area:	3,000 m <sup>2</sup>
Regulatory Authorities:	Regional Authority: Otago Regional Council Local Authority: Queenstown Lakes District Council
Zoning:	Gibbston Character
Current Land Use:	Vacant land between vineyard plantings
Future Land Use:	Residential





**Table 2: Summary of Environmental Setting**

Local setting:	Gibbston Valley
Surrounding Land Uses:	North: State Highway 8, with rural residential properties beyond. East and West: Vineyard South: Schist Outcrop with rural residential properties beyond
Topography:	Flat
Geology:	Middle and Late Pleistocene river deposits
Hydrogeology:	Groundwater >25 m below ground level
Surface water:	Kawarau River, 400 m north of the site
Nearby Sensitive Sites:	Kawarau River, 400 m north of the site



## 3 Site History

### 3.1 Historic Certificates of Title and Surveys

A survey plan from circa 1885 (SO735) shows the site included within Section 7 Block III, Kawarau District. The survey plan indicates that the section was gazetted as a plantation reserve, similar to the Queenstown Gardens, but the site does not appear to ever have been planted. The earliest title (OT251/224) was a renewable lease issued in 1935 to Frederick Perriam, farmer. Perriam died in 1943, but the land stayed in the family until Alexander Hugh Miller, also listed as a farmer, acquired it in 1959. A new fee simple title (OT12D/592) was issued in 1989 to Landcorp Investments Limited, with the Millers listed as tenants in common. The property was then sold to Gibbston Valley Estates Limited in 1995, Sloan Chambers Limited in 1996, Coolhire Storage Limited in 1996, and Mt Rosa Estate Limited in 1999.

The current owner purchased the property from Mt Rosa Estate in 2015.

In summary, the historic certificates of title suggest that the property has been used for farming since at least 1935.

Historic surveys and certificates of title are provided in Appendix B.

### 3.2 Historic Aerial Photography

Historic aerial images sourced from retrolens.nz, the National Library, and from Google Earth Pro have been reviewed. A summary of notable observations is presented in Table 3. Selected images are included in Appendix C.

The review of aerial photographs was completed using digital copies of the images, which provide better resolution than those in the appendix.



**Table 3: Summary of Aerial Images and Maps**

Date	Source	Site Observations
1958	Retrolens	The site is undeveloped pasture, which looks to have been recently cut for silage.
1964, 1966, 1969, 1970, 1975, 1976, 1979, 1983, 1984, 2001	Retrolens	The site is undeveloped agricultural land, with no significant features.
2006	Google Earth ©	The vineyard surrounding the site has been planted. The access from the State Highway has been constructed. Driveways have been constructed to the rural residential lots to the south of the site.
2010, 2011, 2012, 2014	Google Earth ©	The site is unchanged from the previous image. Building platforms have been constructed on some of the rural residential lots to the south of the site.
2018, 2019	Google Earth ©	The site is unchanged from the previous image. Several dwellings have been constructed south of the site.

In summary, the site remained as undeveloped production land until the early 2000's, when a vineyard was developed on the property. After the vineyard was planted, the site has remained an empty grass paddock, with no evidence of vineyard activity occurring.

### 3.3 District Council Information

Under the current and proposed QLDC district plans, the site lies within the Gibbston Character Zone and an outstanding natural landscape.

Other than the current application for the building platform, there was no information contained with the QLDC e-docs property file.

### 3.4 Regional Council Information

The site is not currently recorded on the Otago Regional Council's HAIL database. However, the ORC notes that the database is continually under development and should not be regarded as a complete record of all properties in Otago. The absence of available information does not necessarily mean that the property is uncontaminated; rather no information exists on the database.

There are no current consents for the property, and three expired consents. Two consents authorised the construction of bores, and one consent, held by the



previous owner Stephen Laign, authorised extraction of for the purpose of irrigation, frost-fighting and potable supply.

Supporting documentation from ORC is provided in Appendix D.

### 3.5 Information Provided by the Owner and Vineyard Manager

Monterosa Estate (NZ) Limited has owned the property since 2015. Director Phil Copland advised when the vineyard was planted in 1999, the intention was to use this piece of land as a future house site because of the highway access, and because this part of the property was subject to frosting, and therefore not suitable for growing grapes. To Mr. Copland's knowledge, the proposed building platform has not been used for vineyard activities.

The vineyard has been managed by Viticultura Contracting Limited since 2015. Operations manager Tim Deaker provided a typical spray diary for the vineyard, which included typical applications of fertilisers, micronutrients, and fungicides. This list is provided in Appendix E. Mr. Deaker advised that they do store or mix any agrichemicals or fuel on site.





## 4 Site Inspection

e3s staff conducted a site walkover on 31 March 2021.

The site is accessible via State Highway via an existing crossing. The site is not fenced from the balance of the property; however, the State Highway, rows of grape vines, and schist outcrop form natural boundaries.

The site is covered in a mixture of grasses, which have been mown. Other than four small areas of ground disturbance from the test-pitting conducted as part of the geotechnical investigation, the ground is uniformly covered in grasses. Four warratahs mark the extent of the proposed building platform. There are no structures present within the site.

There was no rubbish or fly-tipping within the site, and no visible signs of contamination, such as protruding rubbish, dead or dying vegetation, soil staining or odour.



Figure 4: Site from SH8



Figure 5: Site from the outcrop



Figure 6: Panorama of the site looking west



## 5 Identified HAIL Activities

### 5.1 Identified HAIL activities

Based on a detailed review of site history information, site inspection, and interviews with the vineyard manager, no HAIL activities occurring within the site have been identified. As such, it is more likely than not that no activities or industries described in the HAIL have been undertaken on the site.

During the period of low intensity use as farmland, it is likely that applications of superphosphate would have occurred, and it is possible that DDT was applied to pasture. These agrichemicals were commonly used to fertilise soil and control pests such as grass grub. e3Scientific has assessed Organochlorine Pesticides (such as DDT) and cadmium (a contaminant associated with superphosphate) concentrations in soils throughout Otago and Southland. In all investigations, contaminants have only been encountered at elevated concentrations approaching NESCS soil contaminant standards in the vicinity of sheep dips, sheep footbaths, dusting yards and areas of historic agrichemical storage. It is highly unlikely the broadacre application of agrichemicals over the site have occurred at a rate and intensity that would result in an accumulation of contaminants in concentrations that could present a risk to human health or the environment. As such, this activity is generally not considered a HAIL activity.

The site is located within the Monterosa Vineyard property. Vineyards can be considered a HAIL activity under category A10: *Persistent pesticide bulk storage or use including sport turfs, market gardens, orchards, glass houses or spray sheds*. Vineyards can also be considered a HAIL activity under category I: *Any other land that has been subject to the intentional or accidental release of a hazardous substance in sufficient quantity that it could be a risk to human health or the environment* because leaching of copper, chromium and arsenic from treated timber posts may, in some cases, pose a risk to human health (Waikato Regional Council, 2018). However, in this case, it is clear from aerial images and discussions with the vineyard manager that the site has not contained grape vines or other infrastructure associated with the vineyard, such as spray sheds.

Migration of contaminants from adjacent sites is considered a HAIL activity under category H: *Any land that has been subject to the migration of hazardous*



*substances from adjacent land in sufficient quantity that it could be a risk to human health or the environment.* Although parts of the site are close to the vines, it is highly unlikely that contaminants associated with spraying or treated posts could have migrated to the site in sufficient quantity to pose a risk to human health or the environment. All of the organic agrichemicals used on site have a half-life (the time needed for a chemical to degrade to half of its initial concentration) less than 6 months, and are not considered persistent pesticides, as defined by the United Nations Environment Program Secretariat of the Stockholm Convention on Persistent Organic Pollutants. Inorganic elements, such as copper and zinc, may persist in soil, and have been shown to accumulate in vineyard soil; however, the toxicities of these contaminants are very low. Because of the short half-lives and/or low toxicity of the products used on site, it is highly unlikely that contaminants associated with agrichemical use within the vineyard would pose a risk to human health. Similarly, migration of copper, chromium, and arsenic treated posts is typically limited to less than 20 cm from each post (Waikato Regional Council, 2018) and unlikely to have migrated from the planted rows onto the site.

As such, it is unlikely that spray drift, leaching or run-off has occurred in sufficient concentrations to pose a risk to human health, and the site is not considered to meet the definition of HAIL category H.

## 5.2 Integrity Assessment

Overall, the established site history spans a period of approximately 60 years. The site was used for extensive farming before the wider property was developed into a vineyard in 1999. Information obtained from the historic certificates of title, eighteen historic aerial images (with a maximum interval between them of seventeen years), local authorities, a site walkover and interviews with the site owner and vineyard manager has provided a thorough understanding of the site history.

# 6 Preliminary Conceptual Site Model

A conceptual site model for assessing site contamination provides an overview of the interaction between contaminants on site and potential receptors. Also



referred to as the pollutant linkage model, the conceptual site model consists of three components (source-pathway-receptor), which if linked, indicate a risk may be present.

In this case, a detailed review of site history information and site walkover has not identified any past or present activities on site that are associated with the storage, use or disposal of hazardous substances. There are no identified sources of potential contamination, and it is highly unlikely there is a risk to human health from the proposed land use change or earthworks.

## 7 Activity Status under the NESCS

The land use change and earthworks required to establish the new building platform are both activities listed in Regulation 5 of the NESCS. However, the NESCS only applies to a piece of land where:

- a) an activity or industry described in the HAIL is being undertaken on it;
- b) an activity or industry described in the HAIL has been undertaken on it;
- c) it is more likely than not that an activity or industry described in the HAIL is being or has been undertaken on it.

The conclusion of this Preliminary Site Investigation is that it is more likely than not that activities or industries described in the HAIL have not been undertaken on the piece of land where land use change and earthworks will occur as part of the current proposal. As such, the NESCS does not apply.





## 8 Summary and Conclusions

Based on the findings of this investigation, e3s provides the following conclusions:

- The site has been used for agricultural purposes from the late 19<sup>th</sup> century until the wider property was developed as a vineyard in 1999.
- Although the site is located within a property used for viticulture, it is highly unlikely that any contaminants associated with the vineyard could have migrated to the site in sufficient quantity to pose a risk to human health or the environment.
- Based on a detailed review of site history information and site walkover, no HAIL activities have been identified. It is more likely than not that no activities or industries described in the HAIL have been undertaken on the site.
- As such, the NESCS does not apply to the site.



## 9 References

- Geosolve. (2020) *Preliminary Site Assessment and Slope Stability Analysis, Clyde Wastewater Pump Station (Site F)*.
- GNS Science. (2020). *New Zealand Geology Web Map*. Retrieved from <http://data.gns.cri.nz/geology/>
- GNS Science. (2021). *New Zealand Geology Web Map*. Retrieved from <http://data.gns.cri.nz/geology/>
- Ministry for the Environment. (2003). *Contaminated Land Management Guidelines No. 1: Reporting on Contaminated Sites in New Zealand (revised 2011)*. Wellington: Ministry for the Environment.
- Ministry for the Environment. (2012). *Users' Guide: National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health*. Wellington: Ministry for the Environment.
- New Zealand Geomechanical Society. (2005). *Guideline for the field description of soil and rock for engineering purposes*.
- Waikato Regional Council. (2018). *Making good decisions: Risk characterisation and management of CCA post hotspots at vineyards and kiwifruit orchards*.



## Appendices

**Appendix A:**  
**e3Scientific Limited Contaminated Land Experience**





## ***Contaminated Land Services***

e3Scientific Limited (e3Scientific) is a New Zealand owned and operated environmental science consultancy. Our team deliver technical, innovative science; practical solutions; and expert advice to assist our clients in the smart management of the environment.

e3Scientific provides a range contaminated land services, including:

- Due Diligence Investigations.
- Preliminary Site Investigations.
- Detailed Site Investigations.
- Soil and groundwater remedial advice and management.

Our Contaminated Land Team has a sound understanding of New Zealand's regulatory environment with respect to the assessment and management of contaminated land and has been a major supplier of contaminated land services in Otago and Southland since the contaminated land National Environmental Standard (NES) took effect in January 2012.

Glenn Davis is the Managing Director of the e3Scientific Contaminated Land team and has over 20 years post graduate experience working as an Environmental Scientist. Glenn has completed preliminary site investigations, soil and groundwater investigations, detailed site investigations, and remediation projects for the oil and gas industry, transport, agricultural and land development industries and local and national governments in New Zealand, Australia, Asia, the United Kingdom and Ireland. Glenn is responsible for technical oversight of projects and sign off of contaminated land investigations and is supported by Fiona Rowley, Carrie Pritchard, Simon Beardmore, Simon Bloomberg (Senior Environmental Scientists, specialising in Contaminated Land Investigation and Remedial Work) and Alexandra Badenhop (Principal Hydrogeologist).

The e3scientific team has completed many Preliminary Site Investigations, Detailed Site Investigations and remedial projects across New Zealand and regularly provides peer review of site investigations for district and regional councils. Projects have involved investigations into the impact on soil quality associated with operational and historic timber treatment plants, fuel storage and distribution facilities, substations, sheep dips and yards, orchards, vineyards, agricultural activities, gasworks, service stations, and operational and closed landfills.





The following provides a summary of key contaminated land work e3scientific is involved in or has completed:

- Hundreds of Preliminary Site Investigations and Detailed Site Investigations to support subdivision, landuse change and earthworks consent applications.
- Support Environment Southland's Selected Landuse Register including the identification of Hazardous Activities on properties across Southland and the registration of HAIL sites.
- Review of groundwater contamination associated with the former Invercargill gasworks site including the completion of a groundwater investigations and an environmental risk assessment to support a discharge consent application.
- Large scale remedial works of former timber treatment plants and sheep dips including the completion of detailed investigations to delineate the extent of contaminated soils, design of remedial action plans, project management of remedial works and completion of site validation and council close out reports.
- Investigations into an area of arsenic impacted soils in Frankton including the completion of detailed investigations to delineate the horizontal extent, consideration of the source of the arsenic, liaison with property owners and council.
- Project management of a bioavailability study of arsenic impacted soils in Gibbston Valley to support a Tier 2 risk assessment associated with a residential development.
- Oversight of the removal of multiple underground fuel storage systems for private residences, schools and oil and gas clients.

The e3Scientific team is committed to professional development, and employing new technologies in the prevention, assessment and remediation of contaminated land. e3Scientific is an active member of the Australasian Land & Groundwater Association and WasteMINZ.



**Appendix B:**  
**Historic Certificates of Title**



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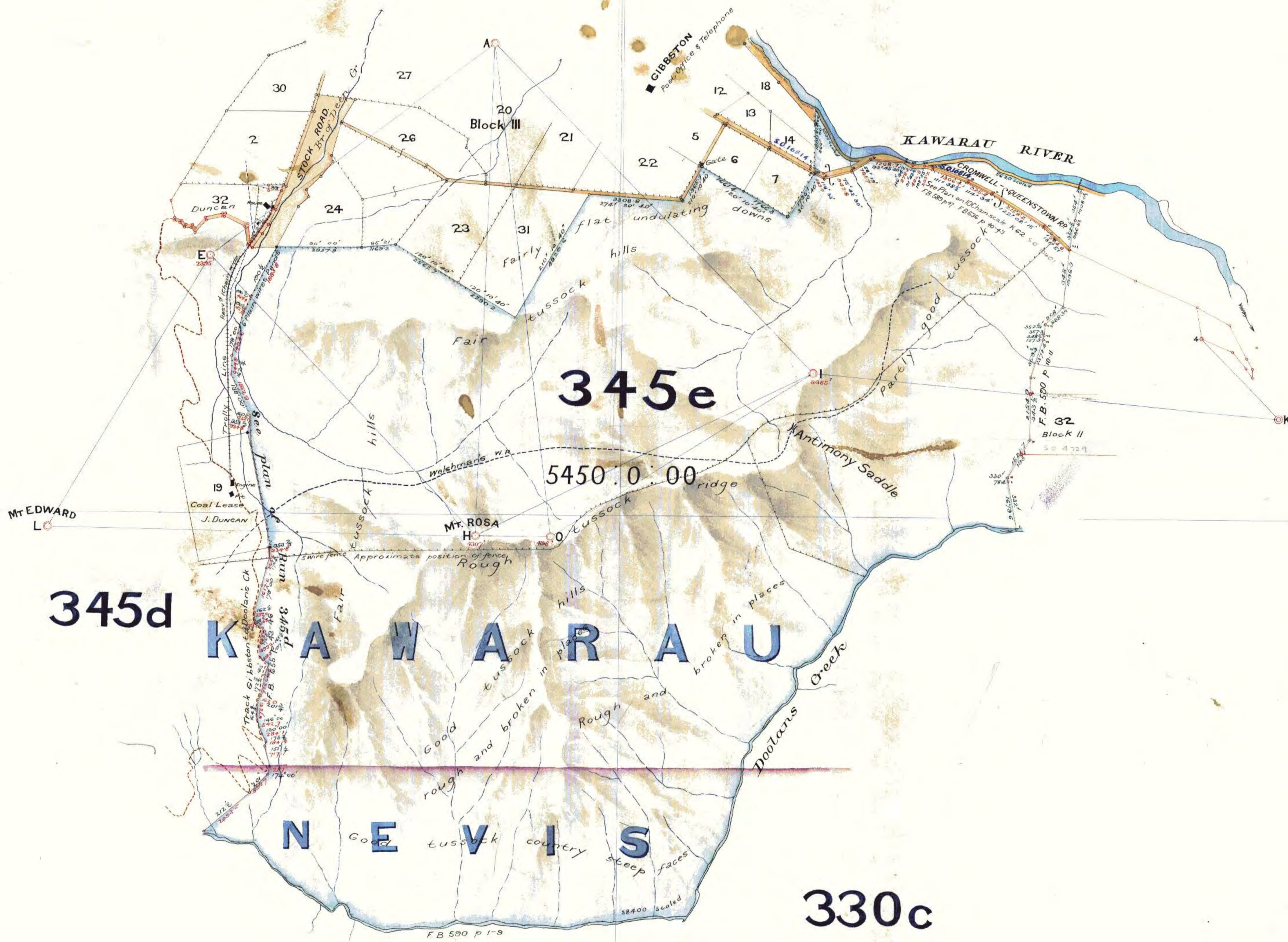
Proposed for road, 1885  
 1885 225/185  
 P. de la Lilliputian  
 W.F.P. 14.6.85

735

BLOCK III KAURAU DISTRICT

735  
12





345d

345e

330c

KAWARAU

NEVIS

KAWARAU

Scale	20 Chains to an inch
Sheet	25
Block	11
Section	345e
Plan	6821
Date	25 JAN 1911
Location	DUNEDIN

Scale 20 Chains to an inch

Surveyed by S.T. Burton A.S. 1909  
C.E. Piefer del.

Sheet 7

RUN 345 e

S.T. Burton  
A.S.  
July 11th 1912

APPROVED  
Muller C.D.  
p. Elliot  
24 & 18

Plan 6821

25 JAN 1911

DUNEDIN



References

Prior C/T 251/224

Transfer No

N/C. Order No 735587/1

Land and Deeds 69



REGISTER

No. 12D/592

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 16th day of August one thousand nine hundred and Eighty Nine under the seal of the District Land Registrar of the Land Registration District of OTAGO

WITNESSETH that LANDCORP INVESTMENTS LIMITED at Wellington

is seised of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say All that parcel of land containing 12.1861 hectares more or less being Section 7 Block III KAWARAU SURVEY DISTRICT

Renewable lease embodied in the Register as Volume 251 F 355 924

MERGED  
Vide 1

*[Signature]*  
A.L.R.



735587/3 Transfer to Geoffrey Alexander Miller of Gibbston Farmer and Alexander Hugh Miller of Gibbston Farmer as tenants in common in equal shares - 16.8.1989 at 9.27am

*[Signature]*  
A.L.R.

787943 Transfer of the 1/2 share acquired by Transmission 764633 to Geoffrey Alexander Miller of Gibbston farmer and Stephen Hugh Miller of Lumsden farmer as tenants in common in equal shares - 11.9.1991 at 10.13 am

764633 Transmission of the 1/2 share of Alexander Hugh Miller to Geoffrey Alexander Miller of Gibbston Farmer and Charlotte Emily Miller of Arrowtown Widow as Executors - 4.10.1990 at 9.03am

*[Signature]*  
A.L.R.

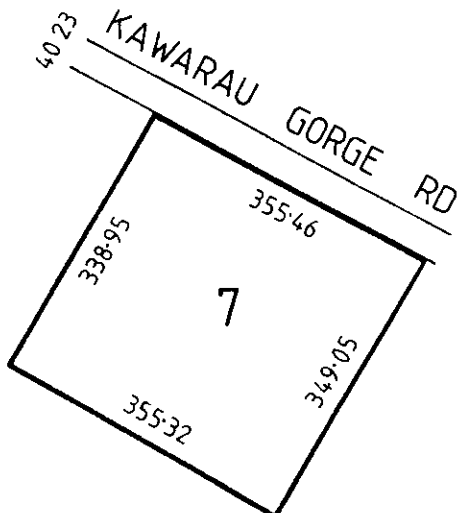
*[Signature]*  
A.L.R.

889978 Transfer to Gibbston Valley Estates Limited and Hampstead Holdings Limited as tenants in common in equal shares - 29.8.1995 at 9.18 am

*[Signature]*  
A.L.R.

909503/2 Transfer to Sloan Chambers Limited - 10.6.1996 at 10.58am

*[Signature]*  
A.L.R.



over . . .

Measurements are Metric

AREA = 12.1861ha

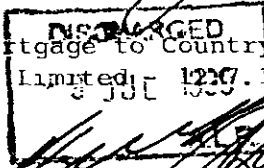
SO 736  
SG. 735

12D/592

CERTIFICATE OF TITLE No 1

911930/1 Transfer to Coolhire Storage  
Limited - 12.7.1996 at 10.10am

911930/2 Mortgage to Countrywide Banking  
Corporation Limited - 12.7.1996 at  
10.10am



A.L.R.

971208  
A.L.R.

Appurtenant hereto are rights to  
convey water over

1. part Lot 26 DP 23709 CT  
18C/220 marked A-B, C & D-E  
DP 24427
2. part Lot 3 DP 26546 CT 18C/219  
marked D-E DP 24427  
created by Transfer 962007.27

Appurtenant hereto is a right to  
convey water over part Lot 24 DP  
23709 marked E-F and F-A1 DP  
24427 CT 15D/435 created by  
Transfer 962007.28

Appurtenant hereto is a right to  
convey water over part Section 41  
Block III Kawarau SD marked A1-B1  
DP 24425 CT 10C/78 created by  
Transfer 962007.29

962007.62 Encumbrance to Gibbston  
Valley Irrigation Limited

All 9.2.1999 at 10.10

*A. Fleming*  
for RGL

965662.1 Gazette Notice declaring that  
part State Highway No. 6 (Nevis Bluff to  
Kawarau River) to be a limited access  
road  
14.4.1999 at 11.45

*A. Healy*  
for RGL

969696.3 Transfer to Mt Rosa  
Estate Limited

969696.4 Mortgage to The  
National Bank of New Zealand  
Limited

969696.5 Mortgage to Coolhire  
Storage Limited

All 16.6.1999 at 3.19

*A. Fleming*  
for RGL

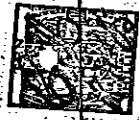


CANCELLED

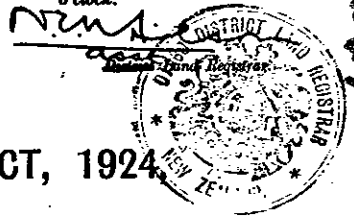
Image Quality due to Condition of Original

NEW ZEALAND.  
GIBSTON

[Lands-B. 24.  
Particulars entered in the Register-book, Vol. 251, fol. 224-1  
the 18<sup>th</sup> day of November 1935, at 3 o'clock.



OTAGO LAND DISTRICT.



251/224

RENEWABLE LEASE UNDER PART III OF THE LAND ACT, 1924, AND THE MINING ACT, 1926.

No. 236.

This Deed, made the eleventh day of September, 1935, between His Majesty the King (who, with his heirs and successors, is hereinafter termed "the Lessor") of the one part, and FREDERICK CHARLES PERRIAM, .....

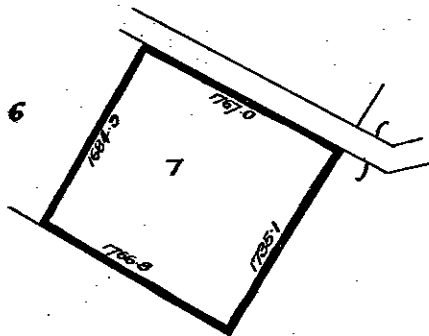
of GIBSTON

, in the Land District of OTAGO,

in the Dominion of New Zealand (hereinafter, with his executors, administrators, and permitted assigns, referred to as and included in the term "the Lessee"), of the other part, witnesseth that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee that piece or parcel of land, containing by admeasurement ..... Thirty (30) .. acres ..... roods and eighteen (18) ..... perches, a little more or less, situated in the Land District of ..... Otago ..... aforesaid, and being Section numbered Seven (7) .., Block Three (III) .., Survey District of Kawarau ..... as the same is more particularly delineated and described in the plan drawn hereon, and therein coloured red in outline; together with the rights, easements, and appurtenances to the same belonging: To hold the said several premises intended to be hereby demised unto the Lessee for the term of sixty-six years, commencing from the 1st day of January, 1936, holding and paying therefor unto the Receiver of Land Revenue for the said District of Otago ..... the annual rent of Three pounds .....

EQUIVALENT METRIC AREA IS 12.1861 ha

Bk. III Kawarau S. Dist.  
30. 0. 18



Run 345e



Scale: 10 chains to an inch.

(£ 3 : 0 : 0), payable half-yearly in advance on the 1st day of January and 1st day of July in each and every year during the said term, free from all deductions whatsoever.

And it is hereby declared and agreed that these presents are intended to take effect as a Renewable Lease under Part III of the Land Act, 1924 (hereinafter termed "the said Act"); and the provisions of the said Act applicable to such leases, so far as the same apply to the term, estate, or interest hereby granted or created, and to the relations between the Lessor and Lessee from time to time, shall, subject to the provisions of section 19 of the Mining Act, 1926, be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein: And it is hereby further declared that if any dispute or disagreement shall arise between the parties hereto touching the construction of these presents, or in anywise relating hereto, such dispute or disagreement shall be referred to arbitration in the manner set forth in section 86 of the Land Act, 1924; and neither of the said parties shall take or cause to be taken any steps or proceedings to set aside or call in question any award or decision which may have been given upon any such reference as final: And it is hereby further declared that the Lessee shall have no right or claim to any of the minerals, metals, valuable stone, or coal under the surface of the land hereby demised, and the Lessee's rights are limited to the surface soil comprised in his lease: And also that all persons lawfully engaged in working such minerals, metals, stones, coal, &c., shall have the right to sink shafts under or through the said land, and to take watercourses over the same, and the right to ingress, egress, or regress. This lease is issued subject to the provisions of Section 153 of the Land Act, 1924.

In Witness whereof the Commissioner of Crown Lands for the Land District of Otago ..... on behalf of the Lessor, hath hereunto set his hand, and these presents have been also executed by the said Lessee.

Scale: chains to an inch.

Signed by the said Commissioner, on behalf of the Lessor, in the presence of

*[Signature]*  
Berk, Land Survey Department

Signed by the above-named FREDERICK CHARLES PERRIAM,

*Frederick Charles Perriam*

as Lessee in the presence of—

*J. C. Newington*  
Commissioner of Crown Lands

Lessee.

Witness:  
Occupation:  
Address:

*[Signature]*  
Bostmas



Transmission 25487 to Margaret Ethel Perriam of Gibbston Widow as executrix. Entered 1st December 1943 at 2.50.00  
*Perriam* A.L.R.

251/224

Fee simple acquired New C.T. 12D/592 and Transfer 735587/3

Transfer 142100 Margaret Ethel Perriam to the said Margaret Ethel Perriam produced 1st December 1943 at 2.50.00  
*Perriam* A.L.R.

*Perriam*  
A.L.R.

Transmission 40774 to Harry Wood Perriam of Gibbston Farmer as Executor, Entered 29<sup>th</sup> July 1958 at 10.10.00  
*Perriam* A.L.R.

DUPLICATE DESTROYED  
6/19/1989

Transfer 209646 Harry Wood Perriam to the said Harry Wood Perriam produced 29<sup>th</sup> July 1958 at 10.11.00  
*Perriam* A.L.R.

Mortgage 176137 Harry Wood Perriam to the Bank of New Zealand produced 29<sup>th</sup> July 1958 at 10.20.00  
*Perriam* A.L.R.

DISTRICT LAND REGISTRAR  
Cancelled  
OTAGO NEW ZEALAND

Transfer 214747 Harry Wood Perriam to Alexander Hugh Miller of Gibbston Farmer produced 7 September 1959 at 10.32.00  
*Perriam* A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.

*J. L. McInnes* A.L.R.

522738/1 Transfer of a 1/2 share to Geoffrey Alexander Miller of Gibbston Farmer - 13.9.1979 at 2.42 pm  
*Miller* A.L.R.

522738/2 Mortgage of his 1/2 share to Alexander Hugh Miller - 13.9.1979 at 2.42 pm  
*Miller* A.L.R.

524959 Variation of Mortgage 522738/2 - 24.10.1979 at 10.06 am  
*Miller* A.L.R.

545520 Variation of Mortgage 522738/2 - 25.11.1980 at 10.10 am  
*Miller* A.L.R.

568292 Variation of Mortgage 522738/2 - 18.12.1981 at 2.26 pm  
*Miller* A.L.R.

735587/1 Application pursuant to Section 25(1)(a) State Owned Enterprises Act 1986 whereby Landcorp Investments Limited is registered as the lessor under the within lease - 15.8.1989 at 9.27 am  
*Perriam* A.L.R.

735587/2 Order for new Certificate of Title pursuant to Section 25(3) State Owned Enterprises Act 1986 C.T. 12D/592 issued for the fee simple  
*Perriam* A.L.R.



**Appendix C:**  
**Historic Aerial Images**

1958



 Site Boundary

1969



 Site Boundary




1975



 Site Boundary

1984



 Site Boundary

2001



 Site Boundary



2006



 Site Boundary

2010

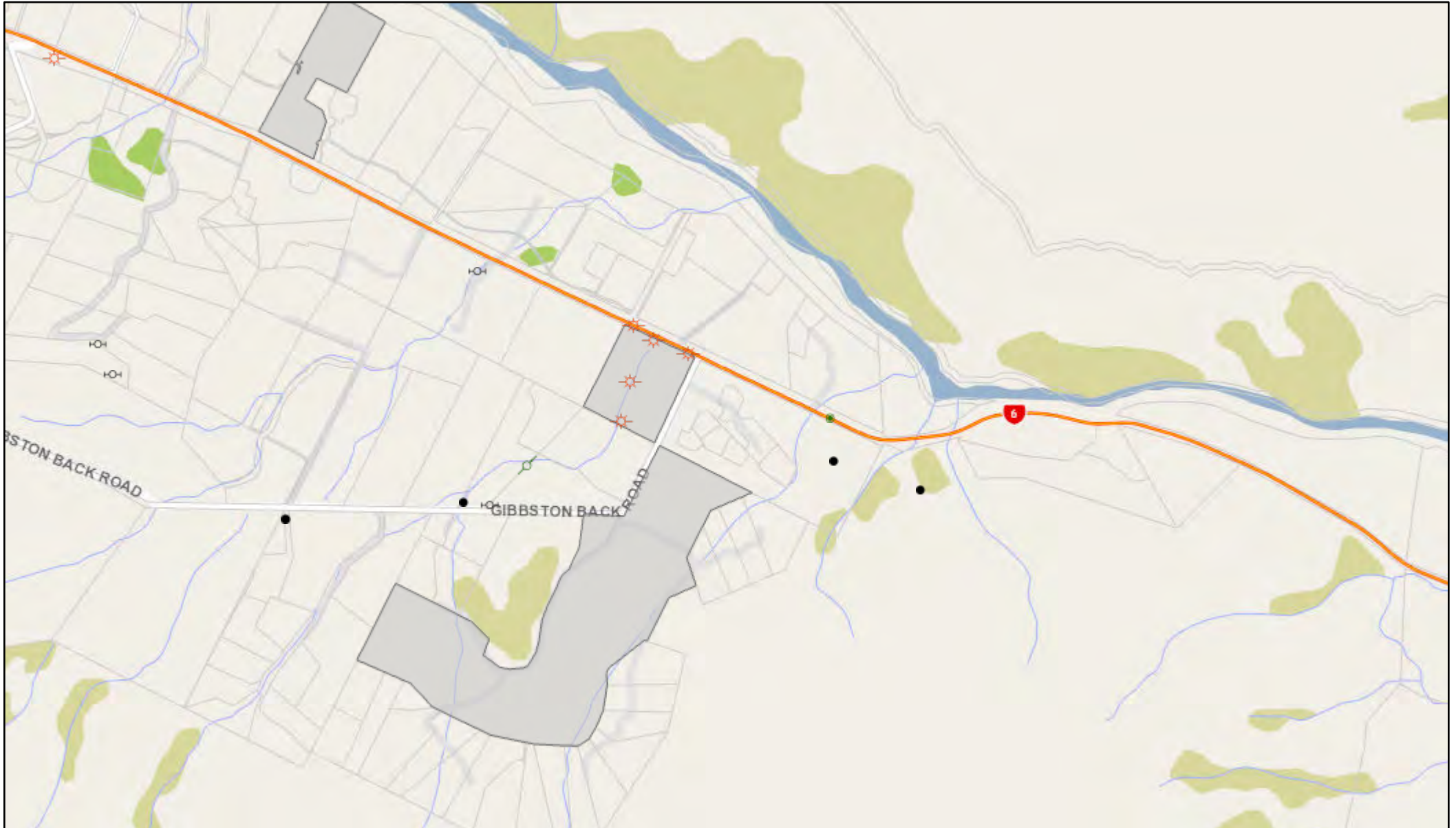


 Site Boundary

**Appendix D:**  
**Supporting Information from ORC**








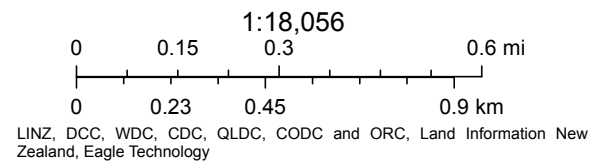
# 37 Bluff Lane - Hail Search



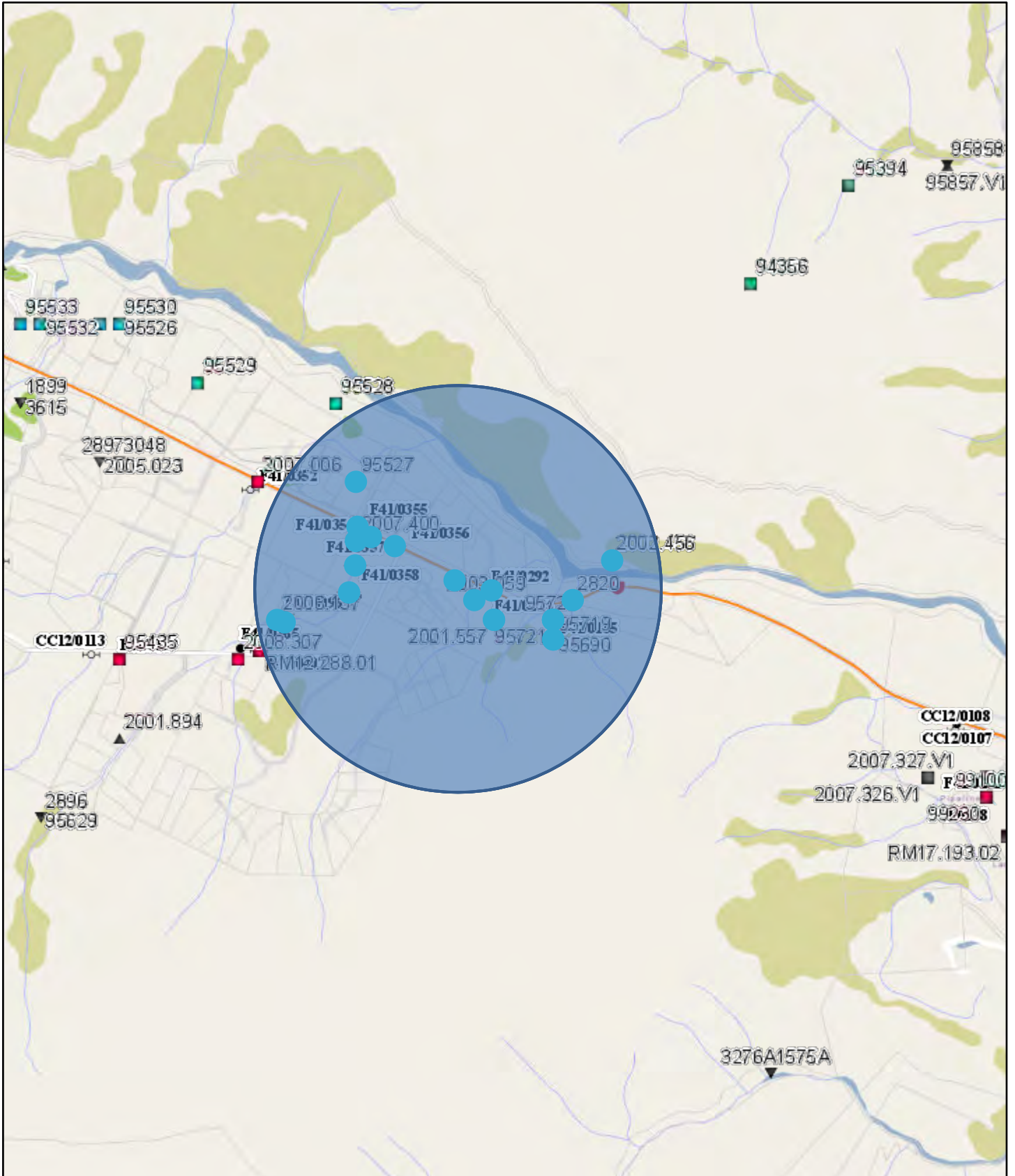
31/03/2021, 12:54:49

BoreData - Bores

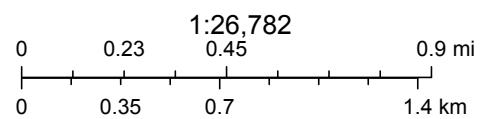
-  Commercial
-  Domestic
-  HAIL Register
-  Investigation
-  Disused



# 1 km radius search



April 1, 2021



Eagle Technology, Land Information New Zealand, Otago Regional Council



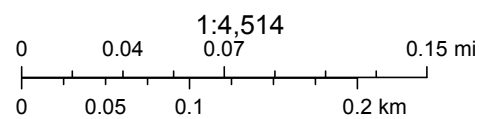
# LocalMaps Print



March 31, 2021

Current Consents

- Bore Construction Consent
- + CMA Use Permit
- Coastal Discharge Permit
- ◆ Dam Water Permit
- Discharge to Air Permit
- Discharge to Land Permit
- Discharge to Water Permit
- ▲ Divert Water Permit
- ▲ General/Structure Land Use Consent



Eagle Technology, Land Information New Zealand, Otago Regional Council



Bores within 1  
km of the site

WellNumber	Status	Type	DepthTo			DrillDate	Owner	Location	Driller	Drawdown	PumpRate	PumpDuration	Use1	Consent
			Depth	Diameter	Water									
F41/0096	Dry	Closed hole	22			7/26/2006	Pociecha J	Gibbston Back Road Gibbston	McNeill				Disused	2006.137
F41/0165													Domestic	95690
F41/0274			26.5	0.15			Mount Rosa Estate	South of SH 6 at Gibbston 1		311.9			Domestic	2001.557
F41/0292	Completed	Borehole	25.51	0.15	12.7	12/02/02	Laing S	South of SH6 between Gibbston Back Rd & Nevis Bluff	McNeill	0.02	475.2	90	Commercial	2002.234
F41/0354	Dry	Investigation hole	9	0.075		8/20/2007	H Dawson Nevis River Holdings Ltd c/- W	32 Granville Terrace Dunedin	McNeill				Investigation	2007.4
F41/0355	Dry	Investigation hole	8	0.075		8/20/2007	H Dawson Nevis River Holdings Ltd c/- W	32 Granville Terrace Dunedin	McNeill				Investigation	2007.4
F41/0356	Dry	Investigation hole	10	0.075		8/20/2007	H Dawson Nevis River Holdings Ltd c/- W	32 Granville Terrace Dunedin	McNeill				Investigation	2007.4
F41/0357	Dry	Investigation hole	24	0.075	23.4	8/20/2007	H Dawson Nevis River Holdings Ltd c/- W	32 Granville Terrace Dunedin	McNeill				Investigation	2007.4
F41/0358	Dry	Investigation hole	32	0.075	31.5	8/20/2007	H Dawson Nevis River Holdings Ltd c/- W	32 Granville Terrace Dunedin	McNeill				Investigation	2007.4

**Appendix E:**  
**Information Provided by the Vineyard Manager**

Spray #	Approx Date	EL Stage	Growth Stage	Water Rate	Product	Label Rate	100L Rate	HA Rate	Unit	Notes
0	20-Sep	1	Winter Bud	300 L/ha	Lime Sulphur ( 7L/100L / 3.5L)	3.5	3.5	10.5	L	Preseason clean up. 2-3 weeks clear before budmate spray. Pips Run, Matapari PG, Last Chance. <b>DO NOT SPRAY OVER 20 DEGREES</b>
0	4-Oct	2	Bud Scales Opening	300 L/ha	Budmate 2-4L/ha Booster Zn Mo 2-3L/ha	1L 670ml		3 2	litre litre	Waitaki/Gibston - Bud burst nutrition
1st 7 Days	28-Oct	9	2-3 leaf	300 L/ha	Sulphur 150-300g/100L Grocal MGB 2-4L/ha Bio Elite 110ml/ha	1kg 1L 33ml		3 3 0.100	kgs litre L	PM Protection, Strengthen of cell walls and internal defence
2nd 7 Days	4-Nov	12	5 leaf	300 L/ha	Sulphur 150-300g/L Protector 500ml/100L Aminofeed 2-4L/ha	1kg 500ml 1L		3 1.5 3	kgs litres litres	PM protection and adjuvant to help transport on plant growth. Amino acids to satisfy crop demand
2.5 Spray Holding Spray - If EL stage is behind				300 L/ha	Sulphur 150-300g/L Protector (20L 500ml/100L) Activist Mag fli 2.5-4L/ha	1kg 500ml 1L		3 1.5 3	kgs litres litres	PM protection and adjuvant to help transport on plant growth. Nutrition boost
3rd		Stage 17	12 leaf	300 L/ha	Sulphur 150-300g/L Manzate Evo 200g/100L Kelpak 2 L/ha Supa 3 ZBM 2-5L/ha	1kg 200g 670ml 670ml		3 0.600 2 2	Kgs Gram litres litres	PM and Phomopsis protection, magnesium for low light boost & flowering nutrition
4th 10 Days	28-Nov	Stage 18	Pre Cap Fall	400 L/ha	Sulphur 150-300g/L Kelpak 2 L/ha Supa 3 ZBM 2-5L/ha Miravis 20ml/100	750g 500ml 500ml 20ml		3 2 2 0.08	Kgs litres litres ML	PM protection, flowering nutrition
5th 10 Days	8-Dec	Stage 20	Flowering 10% Cap off	400 L/ha	Sulphur 150-300g/L Activist Mag fli 2.5-4L/ha	750g 750ml		3 3	kgs litres	Flowering Nutrition
6th 10 Days	18-Dec	Stage 25	Flowering 80% Cap Off	400 L/ha	Spiral 120ml/110 no Supa Cal Bor 3-5L/ha Savvy 100ml/100L nc	150ml 1L 250ml		600 4 1	ML litres litres	King hit PM spray, botrytis protectant, calcium for cell structure and improved fruit set
7th 10 Days	28-Dec	Stage 29	Berries pepper corn size (4mm)	600 L/ha	HML32 1.25/100L HML Potum 300g/100L Nordox Coppe 70g/100L	1.25L 300g 70g		7.5 1.8 0.42	L kg kg	Christmas clean up - protectant and eradicant for PM and Bot. <b>Leaf pluck prior to application</b>
8th 14 Days	7-Jan	Stage 32	Pre Bunch Closure	600 L/ha	Nando 100ml/100L r Vivando 10-20ml/100L Supa Cal Bor 3-5L/ha	167ml 20ml 667ml		1 0.12 4	L ML Litres	Dual action Botryticide, calcium for fruit growth, cell strengthen and firmness
9th 14 Days	21-Jan	Stage 34	Berry Softening	600 L/ha	Sulphur 150-300g/L Bio Elite 110ml/ha Activist Mag fli 2.5-4L/ha Enhance KCS 5-6L/ha	500g 16ml 500ml 500ml		3 0.100 3 3	Kgs litres litres litres	PM protectant, nutrition boost
10th 4-Feb		Stage 36	Veraison	600 L/ha	Sulphur 150-300g/L Bio Elite 110ml/ha Enhance KCS 5-6L/ha	500g 16ml 500ml		3 0.100 3	Kgs Litres litres	PM protectant, nutrition boost

Vivando - use up tp pre cap fall - do not apply once pre cap fall has commenced 20ml/100L

Check ha rates on red savvy especially 100ml/100L ensure 1L/ha used

90g or 70 g for round 7 nordox??

Miravis up untill EL 18 - 20ml/100L

Spiral - 120ml/100L water rate 500L/ha product rate 600ml/ha

All fine - change water run off rate to 1000L on grape link



**Subject:** FW: RM210184 Feedback and further planning and engineering RFIs  
**Date:** Friday, 4 February 2022 at 12:58:31 PM New Zealand Daylight Time  
**From:** Antony Yates  
**To:** Antony Yates  
**Attachments:** Email\_Signature.jpg, image001.png, image002.png, Appendix [A] - PA20537 - Gibbston - Copeland - Landscape Memo 18 Nov 2021.pdf

---

**From:** Antony Yates  
**Sent:** Friday, 10 December 2021 11:06 AM  
**To:** Megan Ash <Megan.Ash@boffamiskell.co.nz>  
**Subject:** FW: RM210184 Feedback and further planning and engineering RFIs

Hi Megan

This one is still bubbling along.

At my request the applicant has provided some further information around potentially affected neighbours, as per the LVA memo above.

This assessment I am willing to accept as it reinforces my opinion and I asked for it not out of a position of concern rather that the applicant need to beef up their application, so that I and Council are not taking on all the risk regarding the final decision.

However, what I would like you to make a quick comment on, is whether you agree with the statements in paragraphs 3 (key statements are underlined)

*Since the covenant was imposed nearly 20 years ago, the landscape has materially changed. The approved Lodge on Lot 5 and commercial activities on Lot 6 were never built and houses were erected instead. Several more houses have been built nearby and the rural living character of the landscape has become increasingly prevalent.*

Having these statements confirmed (or otherwise) helps me in my assessment of the proposal in relation to the PDP objectives and policies and the consent notice cancellation component. This inturn will inform substantive assessment under s104.

Kind regards

Antony

---

**Antony Yates** | Resource Management Consultant | Planning and Development  
Queenstown Lakes District Council  
M: +64 21574036  
E: [antony.yates@qldc.govt.nz](mailto:antony.yates@qldc.govt.nz)



---

**From:** Tim Williams <[tim@williamsandco.nz](mailto:tim@williamsandco.nz)>  
**Sent:** Monday, 06 December 2021 8:42 AM  
**To:** Antony Yates <[antony@aypl.co.nz](mailto:antony@aypl.co.nz)>  
**Cc:** Antony Yates <[antony.yates@qldc.govt.nz](mailto:antony.yates@qldc.govt.nz)>

**Subject:** Re: RM210184 Feedback and further planning and engineering RFIs

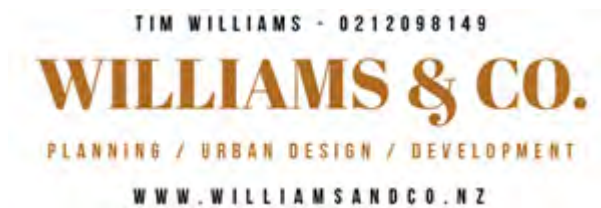
Hi Antony,

Attached is the updated AEE as requested along with the landscape memo and additional geotech and detail to cover the driveway.

In terms of the photos or video I wondered if you might now be looking to come to Queenstown? If not will go get some taken.

But in the meantime if we can try tidy everything else up that would be appreciated.

Regards



On 9/11/2021, at 1:30 PM, Antony Yates <[antony@aypl.co.nz](mailto:antony@aypl.co.nz)> wrote:

Hi Tim

As discussed last week, I have started to write up my recommendation for this assessment. In short, I believe the proposal has merit given; the new location of the building platform, the positive feedback from Council's consulting LVA specialist in relation to effects on persons and the landscape character, the separation to neighbours and the net gain in production from the additional vine planting. However, I believe this is a very fine call and it is my view that it is likely to be opposed by Council's delegated decision maker, as we have divergent views on the proposal. The areas of contention are:

### 23.2 Objectives and Policies Objective –

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

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

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

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

The feedback I have had from Council is that the wording of these policies are absolute (use of terms such as “ ... *not compromised* ...” “ ... *not be adversely impacted*” etc). Applying these to the proposal, could mean that despite the mitigation of additional vine planting,

this mitigation is on land, that whilst not currently planted in vines, has an underlying productive potential / capacity. Therefore, you cannot argue that there will be no loss of productive land or productive capacity as a result of occupying of existing productive land for the dwelling. In turn, these policies being expressed in absolute terms means you are likely to be contrary to the underlying intent of these provisions.

I have attached my comments/ assessment on the relevant objectives and policies. In short given the very small area involved, the net gain in vines, and the positive LVA assessment, on balance I do not think the proposal is contrary to the provisions as a whole. However, given the likely position of Council, you may want to address these aspects more fully in an updated AEE.

The other main area of contention is the caselaw Kenny MacDonald referred me to, being: CIV-2018-425-000079 [2019] NZHC 2844 whereby the High Court has indicated the following in relation to changes to consent notices (and by default covenants) (I have cut out the relevant part of this decision below):

[1] *In my view, there was insufficient evidence to support such a bald conclusion. Furthermore, it contradicts the reliance that the Environment Court has repeatedly placed on the use of consent notices. For example, the Court in McKinlay Family Trust v Tauranga City Council stated:*<sup>17</sup>

*... we have concluded that the ability of people and communities to rely on conditions of consent proffered by applicants and imposed by agreement by consent authorities or the Court when making significant investment decisions is central to the enabling purpose of the Act. Such conditions should only be set aside when there are clear benefits to the environment and to the persons who have acted in reliance on them.*

[2] *In Foster v Rodney District Council, the Environment Court noted that the following criteria may have some relevance in considering whether to vary or cancel a consent notice:*<sup>18</sup>

- (a) *the circumstances in which the condition was imposed;*
- (b) *the environmental values it sought to protect; or*
- (c) *pertinent general purposes of the Act as set out in sections 5-8.*

[3] *Ironically in Foster, the application to vary a consent notice which was required for the proposal to proceed was declined, with the Court recording that the purpose for which the consent notice was imposed “remains as pertinent today as it did in 2001”.*<sup>19</sup> *The Court went on to say:*

[129] *Accordingly, we consider that the purpose of the existing consent notice is to provide a high level of certainty to public and owners as to the obligations contained within that notice. It is intended to protect the environmental values of the soil reserve ...*



[130] ... In our view nothing has changed which justifies changing the original consent notice and there is no proper basis for a Variation of it at this stage. Accordingly, we would in any event refuse the Variation or cancellation of the consent notice which would make the grant of any consent to subdivision of limited usefulness to the applicant given that it would not enable the construction of a further dwelling.

[4] In considering such applications this Court has emphasised that “good planning practice should require an examination of the purpose of the consent notice and an inquiry into whether some change of circumstances has rendered the consent notice of no further value”.<sup>20</sup>

[5] *The case law makes it clear that because a consent notice gives a high degree of certainty both to the immediately affected parties at the time subdivision consent is granted, and to the public at large, it should only be altered when there is a material change in circumstances (such as a rezoning through a plan change process), which means the consent notice condition no longer achieves, but rather obstructs, the sustainable management purposes of the RMA. In such circumstances, the ability to vary or cancel the consent notice condition can hardly be seen as objectionable.*

[6] Accordingly, I concur with the appellant’s submission that the Court’s assumption that a consent notice could be altered “relatively easily” was not a reasonable assumption. It was not supported by evidence and was inconsistent with decided cases on the circumstances in which a consent notice can be varied. To the extent the Court limited the terms of the subdivision consent because it assumed that the proposed consent notice condition would be ineffective to prevent future appropriate subdivision, the Court was in error to do so.

In relation to this decision, it is a hard one from a planning perspective and the direction from the court doesn’t sit that well with me (appreciating that I do not have a legal background). Again, it seems that it is expressed as an absolute, that is, no matter how comprehensive or meritorious your assessment under the provisions of section 95, s127(4) Section 104 of the Act, if you cannot demonstrate “... *there is a material change in circumstances (such as a rezoning through a plan change process), which means the consent notice condition no longer achieves, but rather obstructs, the sustainable management*

*purposes of the RMA* , then the change should be declined. In this case, I would assume that this becomes another matter for consideration under section 104.1.(c) with a resulting decision under Part 2. That is, if the benchmark of *'material change'* is not met then despite the a favourable assessment the change should be declined under what I assume will be Part 2.

- For the benefit of fairness to the applicant, they may want to address the impact of this caselaw in context of this proposal and provide a legal opinion as to its relevance, or not, in this case.

The above are the sticking points in the proposal and as stated I believe it reasonable that the applicant has an opportunity to address these matters should they want to before I complete my recommendation to Council.

However, given the changes to the proposal, I also need the following updates:

- An updated AEE, addressing the adverse effects of the new location on the wider environment and the adverse effects on neighbours.

In this regard, Important to my assessment is the adverse effects on the neighbouring properties and in this regard, I recognise the underlying covenants on the title for Lots 5 & 6.

It is my opinion that these private covenants denoting a civil arrangement, separate to the RMA process and whilst very relevant to the applicant, they do not allow me to forgo the assessment of adverse effects on these persons under section 95B. Rather, they impose a civil requirement on the owners of these lots to 'not object' should Council deem them adverse affected under section 95 of the Act.

As a result, I still need to do full assessment of the adverse effects on these properties. Being hampered by the Lockdown I cannot undertake a site visit and it would be very helpful for you to take photographs (or video if possible) of the neighbouring sites from the new building platform and then again from the proposed rear access to the platform.

- Please provide photographs (or video if possible) of the neighbouring sites from the new building platform and then again from the proposed rear access to the platform:
  - amended building location back to the road and the adjacent neighbours;
  - The new accessway entrance and route along the rear of the adjacent neighbours including the proposed extension down to the new building platform.

Part of my assessment will be whether the proposal is “ ... suitably screened so that it is reasonably difficult to see from the building platform on Lot 5 “ as per the covenant requirements

- Can I also have an addendum or comment from your Landscape architect as to

the adverse effects or otherwise of the new location on the environment. This is obviously better, however, the original assessment as quoted in your AEE is solely relates to the old location.

- Also, the proposed vine removal for the building platform is 1,100m<sup>2</sup>, does this calculation include the vine removal for the driveway to the platform? If not, please calculate this?

In addition, Council's engineer is seeking the following clarifications as a result of the new location:

*My initial review of the amended resource consent application for RM210184 has highlighted the following areas which require further clarification/justification.*

### **1.0 Earthworks Details:**

*The application information does not provide any details around the extent of earthworks proposed to establish the new building platform and new vehicle access extension. Please provide an earthworks plan which clearly shows:*

- *The locations and amount of cut and fill and total volume of earthworks shown in m3.*
- *The distance of earthworks in proximity to site boundaries/neighbouring properties*
- *The maximum depths of cut and fill in meters*
- *If any retaining is proposed*
- *If any fill material will be placed within the building platform area*

### **2.0 Geotech Report:**

*The geotech report by GCL Consulting Titled "Geotechnical, Stormwater and Effluent Disposal Assessment for Proposed Residential Dwelling" (REF: R6655 – 1B, dated 23 February 2021) was based on the previous building platform location. Given the generous area of the subject site concerns are raised that the ground conditions could vary from the ground conditions discovered within the original building platform position. Please therefore provide an updated geotech report based on the newly proposed building platform location or alternatively please provide a brief statement from GCL Consulting confirming that ground conditions are the same as discovered within the original building platform location and all information within the geotech report remains relevant to the new building platform location.*

### **3.0 Access:**

*No details have been provided around the formation of the new vehicle access extension. To ensure compliance with the QLDC Land Development and Subdivision Code of Practice, please provide formation details (including width, chainage length, surfacing type, passing bay provision and stormwater provision) of the new vehicle access extension to the new building platform location.*



Happy to discuss. Mobile is best 021574036

Kind regards

Antony

**ANTONY YATES PLANNING LIMITED**

Mobile: 021 574 036

Tel: (09) 372 2569

Email: [antony@aypl.co.nz](mailto:antony@aypl.co.nz)

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<Consent notice caselaw.docx><Objectives and Polices draft assessment.docx>

**Subject:** FW: FW- FW- RM210184 - Monterosa Estate (NZ) Ltd - request for further information - frost fan location  
**Date:** Tuesday, 9 November 2021 at 2:41:01 PM New Zealand Daylight Time  
**From:** Antony Yates  
**To:** Jamie Exeter  
**Attachments:** FW- FW- RM210184 - Monterosa Estate (NZ) Ltd - request for further information.eml, image001.png

Hi Jamie

Please see the assessment attached from the viticulturalist (noting that this relates to the old building platform).

I have extrapolated this to the new building platform below and as you can see, technically there is a potential site for a frost fan 346 metres (approximately) over the road to the north. The frost fan to the south west is 400m + away.





Is this going to be a problem / need further clarification from the applicant?

Kind regards

Antony

**ANTONY YATES PLANNING LIMITED**

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Email: [antony@aypl.co.nz](mailto:antony@aypl.co.nz)

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**Subject:** FW: RM210184 - Monterosa Estate (NZ) Ltd - UPdate information and building location  
**Date:** Tuesday, 9 November 2021 at 10:58:51 AM New Zealand Daylight Time  
**From:** Antony Yates  
**To:** Antony Yates  
**Attachments:** Email\_Signature.jpg, image001.png, image002.png, RM210814 - Amended Proposal & Noise Assessment\_Final.pdf, Appendix [A] - PA20537 - Gibbston - Monterosa Estate NZ Ltd - Landscape Plans IS06.pdf, Appendix [B] - Lt 001 20210748 Gibbston Valley Dwelling Frost Fan Sound Insulation Assessment.pdf

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**From:** Antony Yates  
**Sent:** Thursday, 16 September 2021 3:30 PM  
**To:** Megan Ash <Megan.Ash@boffamiskell.co.nz>; jamie@stylesgroup.co.nz; james@grapevision.co.nz; Mike Pridham <michael.pridham@qldc.govt.nz>  
**Cc:** Resource Consent <resourceconsent@qldc.govt.nz>; Kenny Macdonald <Kenny.Macdonald@qldc.govt.nz>  
**Subject:** FW: RM210184 - Monterosa Estate (NZ) Ltd - UPdate information and building location

Hi All

Please find attached further information from the Applicant that reflects a change in location of the building to the rear southern part of the property.

**Megan** – it would be great if you could comment on the new location from a LVA perspective. In addition, I would be very interested in the visual effects of a residence in the location on each of the immediately surrounding dwellings (that have visibility to the building platform) and how a building in this location might impact their existing outlook and character / amenity values?.

**Jamie** – can you please review the updated acoustic comment and confirm if you concur with the conclusions in relation to noise. In addition, please suggest possible conditions if warranted?



**James** – Given the new location, it appears that your concerns potentially fall away. However, it would be good to understand what level of production would the removal of 1100m<sup>2</sup> vines create. Also noting they will lose a bit more with the access into the back of the site.

**Mike** – can you please have a look at the engineering matters? The suitability of the building platform location etc. I am wondering if the driveway extension needs a design with passing bays, which then would lead to earthworks plans etc?

**Consent Admin** – Kenny has asked if the clock can be restarted on this one, from Monday 13/9 as effectively it is a new proposal.

Kind regards

Antony

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**Antony Yates** | Resource Management Consultant | Planning and Development  
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**From:** Tim Williams <[tim@williamsandco.nz](mailto:tim@williamsandco.nz)>  
**Sent:** Monday, 13 September 2021 10:15 AM  
**To:** Antony Yates <[antony.yates@qldc.govt.nz](mailto:antony.yates@qldc.govt.nz)>  
**Subject:** RM210184 - Monterosa Estate (NZ) Ltd

Hi Antony,

Further to our discussions please find attached summary letter and updated landscape plan moving the building platform location and acoustic assessment confirming the suitability of this position. We have also proposed areas of additional vine planting so there is a big net increase when compared to the area occupied by the building platform to further respond to the initial viticultural comments.

Would be good to discuss once you have had a chance to review.

Regards

TIM WILLIAMS - 0212098149  
**WILLIAMS & CO.**  
PLANNING / URBAN DESIGN / DEVELOPMENT  
WWW.WILLIAMSANDCO.NZ