

**BEFORE THE QUEENSTOWN LAKES DISTRICT COUNCIL PROPOSED DISTRICT  
PLAN HEARINGS PANEL**

**UNDER the Resource Management Act 1991**

**IN THE MATTER OF the Proposed Queenstown Lakes District  
Plan**

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**STATEMENT OF EVIDENCE OF FIONA BLACK  
ON THE SUBMISSION BY TE ANAU DEVELOPMENTS LIMITED (607) TO REZONE  
LAND FROM RURAL GENERAL TO RURAL VISITOR**

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## **INTRODUCTION**

1. My full name is Katherine FIONA Black. I work for Real Journeys Limited managing Real Journeys and its subsidiary companies Department of Conservation Concessions; Resource Consents and other regulatory authorisations, along with other operational related duties. I am authorised by these companies to give this evidence on their behalf.
2. I have worked in the New Zealand Tourism industry for 30 years; the last 13 years, for Real Journeys; in the first instance as the Milford Sound Branch Manager and for the last ten years in my current role. Consequently I have gained a considerable knowledge of the tourism industry, including the evolving challenges faced by this industry. Also since 2011, I have been a member of the Southland Conservation Board.
3. In my role at Real Journeys I am responsible for obtaining resource consents for Real Journeys operations mainly in Southland and Otago including maintaining about 26 coastal permits to provide for our core commercial surface water activities in Fiordland and Stewart Island. I have held this responsibility for the past ten years. Accordingly I have been involved in numerous statutory resource management and land tenure processes.
4. In preparing this evidence I rely on my experience in the field of commercial tourism operations and having to navigate through numerous regulatory consenting / permitting processes, including rural visitor activities at Walter Peak.
5. My evidence is prepared in support of the submission by Te Anau Developments Limited to rezone land from Rural General to Rural Visitor.
6. In preparing this evidence I have reviewed and/or refer to the following documents:
  - Section 42A Report prepared by Mr Robert Buxton dated 24 May 2017;
  - Evidence of Dr Marion Read dated 24 May (pp90-93);
  - Evidence of Mr Glenn Davis (pp90-93);
  - Evidence of Mr Denis Mander (pp14-15); and
  - Evidence of Mr Ulric Glasner (p89).

## **BACKGROUND TO WALTER PEAK AND TE ANAU DEVELOPMENTS/REAL JOURNEYS**

7. Walter Peak farm has been hosting visitors since the 1960s. In June 1991 the then Fiordland Travel Ltd (renamed Real Journeys in 2002) took over the lease of 155 hectare property at Walter Peak, (a parcel of land which had been previously split off from the main Walter Peak Station) as a destination for the company's vintage steamship "TSS Earnslaw", which we have been successfully operating on Lake Wakatipu since 1969.

8. At this 155 hectare site, which includes an air strip, we mainly operate farm tours; rural demonstrations and the Colonel's Homestead Restaurant which was named after Colonel Peter Mackenzie, son of the original settler of Walter Peak.
9. In December 2013, Te Anau Developments a wholly owned subsidiary of Real Journeys purchased the land and facilities which underpin Real Journeys Walter Peak operations from its landlords Convelle Enterprises Ltd., and commenced an extensive programme of refurbishment, land restoration and development.
10. The first development included an extension to the Colonel's Homestead to increase the dining capacity to address the increasing visitor numbers. When working through the consenting process for this development, we discovered that the Colonel's Homestead encroached on the marginal strip.
11. To rectify this encroachment and to allow the building extension to proceed, Real Journeys undertook a land exchange under section 24E of the Conservation Act 1987; which resulted in the creation of the now DOC Beach Point picnic and camp site.
12. Through this land exchanging process Te Anau Developments and Real Journeys entered into three agreements with the Department of Conservation:
  - a) Land Exchange and Management Agreement;
  - b) Management Agreement for Marginal Strip – Beach Bay / Walter Peak under section 24H of the Conservation Act; and
  - c) Management Agreement for Marginal Strip – Beach Bay Track (incl Beach Point) under section 24H of the Conservation Act.
13. Under these management agreements Real Journeys has taken over responsibility to manage the marginal strip from our eastern property boundary to and including the now DOC land at Beach Point. All the same, under these agreements the marginal strip, remains held for conservation purposes to enable public access to Beach Point, Lake Wakatipu and for public recreational use of the marginal strip. Moreover Real Journeys cannot install any structures or improvements in the areas that are subject to these agreements without prior approval of the Department.
14. Through this land exchange process Real Journeys developed a closer working relationship with the DOC Wakatipu District Office and through a mutual passion for the Queenstown area as a whole, our Walter Peak Land Restoration Project evolved.
15. At present we are working on finalising a management agreement with the Department to enable Real Journeys to carry out activities which will

enhance Beach Bay Recreation Reserve including:

- Removal of weed species;
  - Landscaping of cleared areas;
  - Planting of exotic species in keeping with the neighbouring homestead;
  - Planting of native species appropriate for the area;
  - Fencing of planted areas to ensure protection from pests and grazing; and
  - Construction of a track for stock access through the reserve.
16. Alongside the land restoration project further infrastructure development occurred at Walter Peak continued in response to growing visitor numbers. Specifically visitor numbers to Walter Peak have increased from 10700 in the year ended September 2013 to 178,000 in the year ended September 2016 which represents a 66.5% increase in three years.
17. Initially development on site occurred on a largely reactive basis as we struggled to cope with this increasing demand. For instance the Colonel's Homestead Kitchen was extended and redeveloped and we had to install three containers on site to increase food storage.
18. However in the last 12 months we have developed a master plan for the development of infrastructure at Walter Peak along with a master plan for the "TSS Earnslaw" as these tourism products are intricately linked. Our master plan for Walter Peak includes some limited development in the Beach Bay Reserve.
19. These plans have been put in place to address Real Journeys likely needs in this burgeoning tourism market, particularly considering that MBIE is predicting visitor arrivals to NZ to grow by 5.4 % a year, reaching 4.5 million visitors in 2022 up from 3.1 million in 2015.<sup>1</sup> The current construction of a new farm demonstration building at Walter Peak is the first stage in the implementation of this Walter Peak master plan.

#### **TOURISM (VISITOR) ACTIVITIES AND DEVELOPMENT**

20. Not only are the numbers of visitors arriving in New Zealand growing but the visitor composition is changing and our source markets are becoming more diversified. Some traditional markets are flat, most markedly the UK. By contrast, significant growth has come from China, other Asian and non-traditional European markets.
21. The most significant change is the increase in Chinese visitors, with China becoming New Zealand's second largest visitor market. Its growing middle-

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<sup>1</sup> <http://www.mbie.govt.nz/info-services/sectors-industries/tourism/tourism-research-data/international-tourism-forecasts/documents-image-library/tourism-forecasts-2016-2022.pdf>

class has seen sustained growth in Chinese visitor arrivals to New Zealand over the last five years. Increased air capacity from the two direct carriers, China Southern Airlines and Air New Zealand - with new players Air China and China Eastern also establishing year-round services from 2015 - has helped this trend.

22. Not only is the Chinese market growing but it is undergoing a very fast shift towards Free Independent Travellers (FIT). Of the 215,040 Chinese holiday visitors in the year ending February 2015, some 73,000 were FIT (up 60 per cent on the previous year) while 144,000 were group (up 8 per cent). Independent travellers go to more regions and stay for longer. The average length of stay for a Chinese visitor is eight days.
23. Independent travellers are having a significant impact on the total value of Chinese visitors. By the end of 2014, Chinese visitor expenditure had broken \$1 billion, and per person expenditure was second only to the long-staying Germans.
24. This trend to a growing proportion of FIT Chinese visitors is expected to continue as Immigration New Zealand is now able to grant five-year multiple entry visas to nationals of the People's Republic of China travelling to New Zealand for tourism and business. That is Chinese visitors are able to readily return to NZ and holiday in NZ multiple times over a five year period.
25. Much of this tourism growth and changes to our visitor markets are driven by factors outside our control, such as increases or decreases in air capacity into New Zealand which means a tourism operator always has to be reactive to seize any opportunities. This requires Real Journeys to be nimble despite the size of our business and build flexibility into our product offerings.
26. For instance at Walter Peak Colonel's Homestead we installed the pergola / conservatory and the increased the size of patio area outside the pergola. The pergola increased the dinning capacity to 250 guests up from 180 with more guests able to be accommodated, outside at the uncovered tables on the patio during fine summer days.
27. This pergola and patio gives us two additional dinning areas which can be utilised in a number of ways in combination with the other dinning areas in the Colonel's Homestead. For example we can accommodate more than one tour group at a time in separate areas and separate the likes of a US group from a Chinese group to improve the guest experience.
28. However our first version of the pergola proved less successful than anticipated despite significant research on the product before installation. The pergola was first installed with a louvered roof top which could be opened in fine weather and PVC sidings that could be rolled up in fine weather. But this construction did not cope during significant downpours resulting in storm water leaking into the floor area of the pergola detracting from the dinners' experience. Also due to the openness of the structure

dinners were subject to bird nuisance during the day and because of the nature of the roof and sidings, the structure became cold and unusable outside the summer months.

29. Accordingly, subsequently the louvered roof and PVC sidings have been removed and replaced with a permanent roof structure and double glazed sidings supported by aluminium joinery to improve guest experience and the year round serviceability of the structure.
30. This upgrade of the pergola incurred significant additional cost, nonetheless this has been readily recouped through the ability to utilise the pergola dining area from October through to April of this past summer. Moreover this improvement to the pergola required resource consent and building consent which were relatively readily obtained under the current Rural Visitor Zoning district plan framework.
31. The constant requirement to exceed visitor expectations and improve product standards is one aspect of the tourism market is consistent across all markets, domestic and international alike. This drives most tourism operators to constantly refurbish or replace plant and equipment and provide additional infrastructure to provide new or improved services such as something as simple as the provision free Wi-Fi at our visitor sites, like the "TSS Earnslaw".
32. This aspiration to improve the quality of our products and services not only for our visitors but our staff underpins the master plans we have developed to date, and results in constantly evolving infrastructure and services which in turn will need to be appropriately consented.

#### **WALTER PEAK RURAL VISITOR ZONE**

33. To date the current Walter Peak Rural Visitor Zoning has allowed Real Journeys provide for our evolving needs with the following recent improvements:
  - 2014 installation of the pergola;
  - 2015 installation of three containers on site for food storage;
  - 2016 the development of the Beach Point camping / picnic area including installation of the BBQ shelter and toilet;
  - 2016 upgrade of pergola and Walter Peak kitchen upgrade;
  - 2016 introduction of guided electric trail motor bike tours; and
  - 2017 construction of new farm demonstration building (the amphitheatre).
34. Nonetheless all these consenting processes associated with the aforementioned developments have involved delays, and have frustrated us to a degree. For instance:

- a) The pergola – we had to repeatedly reassure council staff that the proposed structure would not adversely impact on the appearance of Colonel’s Homestead despite the fact we wanted to ensure the pergola would blend in seamlessly with the current Homestead and this Homestead building was rebuilt in the 1970’s and is not an historic building. Additionally when the foundations for pergola were being excavated we had to have an archaeologist on site despite the building not being historic.
  - b) The containers – again we had to repeatedly assure council staff that these containers would be located where they would be screened from public view even though this was our goal as well and painted an exact agreed colour to blend in with the site.
  - c) When progressing the Beach Point shelter resource consent application the council staff took the view that the shelter should be of a design in keeping with our buildings in Beach Bay some kilometres away, out of sight. We were opposed to this as Real Journeys wanted the shelter to blend in as much as possible with the surrounding environment and not be painted visually conspicuous colours of cream with a red roof like our other Walter Peak buildings.
  - d) The electric trail bike consent application included a container for the storage of bikes when not in use, to be sited near our woolshed. Council staff initially insisted the container be painted in the same colour scheme as the wool shed: cream sidings with a red roof. We opposed painting the containers roof red, as we believed it would make the container more visually conspicuous.
  - e) The resource consent for our new farm demonstration building was also delayed because the council wanted us to landscape the area in natives only. This contradicted the landscape plan developed by Neill Simpson for the site. Neill’s plan extended the existing exotic plantings around the Homestead, transitioning to natives some distance away from the buildings or the “tourist zone”. In addition, adjacent the amphitheatre, it makes much more sense for the visitor experience to plant exotic trees which would provide shade in the summer but do not block the sun in the winter.
35. These applications have involved before and after site visits from QLDC staff. Such oversight seems an unnecessary use of resources where the provision of good site photographs or a video of the site could serve the same purpose.
36. That is, despite the enabling nature of the Rural Visitor Zoning all our applications have been tripped up and delayed by mainly minor details that demonstrate the council staff have no trust that we will develop Walter Peak appropriately and not install visually obtrusive and inappropriate infrastructure. From our experience of constructing infrastructure in the

Fiordland National Park, the Department of Conservation gives us more leeway with respect to making appropriate design choices in the national park whereas QLDC gives us virtually no latitude at Walter Peak.

37. Accordingly Real Journeys / Te Anau Developments wants to maintain the existing Rural Visitor Zoning at Walter Peak as we cannot image what sort of hoops our company would have to go through to gain resource consent in a rural general zone.
38. While the above examples may appear insignificant, they have and continue to create a real cost to Te Anau Developments. For instance because most of our operation support staff, such as myself are based in Te Anau, these on site visits required by QLDC resource consent staff, especially when resolving these minor issues, involves about 3½ hours travel ex Te Anau effectively taking up a whole day of our time. Such minor disagreements around consent conditions are not necessary and in my opinion represent and inefficient regulatory process.

**PROPOSED RURAL VISITOR ZONING (RVZ) FOR BEACH BAY RECREATION RESERVE, BEACH POINT AND BEACH BAY MARGINAL STRIP.**

39. We have reviewed our proposal and because of the topography of the area we do not want to pursue rural visitor zoning of the marginal strip from Beach Point to the west towards Mount Nicolas Station. The marginal strip in the area is very steep and rocky and we do not envisage we could ever develop a track along the edge of the lake in this area.
40. The reason we are seeking rezoning of the Beach Bay marginal strip, Beach Point picnic / camping area and the Beach Recreation Reserve is that as we have formally agreed with the Department that Real Journeys / Te Anau Developments will be managing this land on its behalf. Initially focusing on removing weed pests; rehabilitation of the site and establishing appropriate non-invasive vegetation.
41. This initial phase has also included the installation of an irrigation system in the areas of the marginal strip where native seedlings have been planted to assist in ensuring enough seedlings mature and become established.
42. Real Journeys wants to develop walking and cycling tracks through the Beach Bay Recreation Reserve to augment the existing track that runs from Mount Nicolas Beach Bay Road and meanders along the marginal strip sometimes traversing into Te Anau Developments land on its route out to Beach Point. This track continues up on to Te Anau Developments land and we propose to loop it back to the Mount Nicolas Beach Bay Road to create a circuit track for walkers and cyclists.
43. We envisage that in the future, especially when our land restoration project is bedded in and the new planting are flourishing, we will want to conduct guided walking / cycling / e-bike / e-motor bike tours along the developed tracks which will meander through the marginal strip, Beach Point, the



Beach Bay Recreation Reserve and Te Anau Developments land.

44. Part of our master Plan for Walter Peak is to develop alternative venues on site for the growing meetings, incentives, conference and exhibitions market (MICE) including the development of the site as a wedding venue.
45. Real Journeys already hosts a number of weddings on site, but as our visitor numbers have grown such weddings increasingly conflict with our day to day tourist product which is our bed and butter. Hence the need to develop an alternative wedding venue on site to allow our day to day operation to continue uninterrupted irrespective of a wedding or other events.
46. We foresee that this wedding venue development will require the installation in the Beach Bay Recreation Reserve, of what is termed a multipurpose space in the Walter Peak master plan, which will be used as a chapel. We believe locating this proposed venue in the reserve will provide a tranquil setting with great views out over the lake, making it a desirable venue. Along with the chapel we anticipate the need to install gazebo type structures in the marginal strip and in the reserve with views over the lake for the required wedding photos.
47. The development of such a facility, which can be used as a chapel is intended to be one of the last parts of our master plan and is not proposed to be developed in the immediate future.



48. The Beach Bay Reserve is to be partitioned by a fenced stock track to enable Walter Peak Station to get their stock to the foreshore without going all the

way down Mount Nicolas - Beach Bay Road and along the marginal strip and disrupting our Walter Peak operation. This stock track will keep stock out of marginal strip adjacent the Beach Bay Recreation Reserve and therefore enable this area to be replanted in natives – refer aerial image above. Consequently because of this fenced stock track barrier we do not envisage we will seek to install any structures in the fenced off south-east area of Beach Bay Recreation Reserve.

49. In summary we are seeking RVZ for the Beach Bay Recreation Reserve, Beach Point and the Beach Bay marginal strip because we are managing these land areas as if they are part of our property at Walter Peak and because of the existing and future tracks to be developed on site. These tracks will and do traverse from crown land into Te Anau Developments land and back, hence it would streamline the process of development of such tracks and consenting guided activities on such tracks if the land throughout the route of the track had the same status in the PDP.
50. With respect to any structures and even tracks to Real Journeys / Te Anau Developments may want to install in the marginal strip, at Beach Point and Beach Bay Recreation reserve these activities require the approval of the Department. That is, even with RVZ in these areas our proposed activities will also have Department of Conservation oversight. Therefore with Real Journeys own intentions to develop Walter Peak as a whole in a sympatric manner and the Department of Conservation supervision the council should be assured that the best outcomes will be obtained for Walter Peak including the provision of good public access.

### **SUMMARY OF THE WALTER PEAK LAND RESTORATION PROJECT**

51. This land restoration project commenced in 2014 when Real Journeys commissioned Neill Simpson (a highly respected local conservationist and botanist) to develop a management plan for Beach Bay and Peninsula Walter Peak. This plan came into effect in 2015 when Real Journeys began removing almost 90 hectares of wilding Douglas Fir by logging or spraying in partnership with the Wakatipu Wilding Conifer Control Group and Department of Conservation. A further 30 hectares of land was also being cleared of invasive weeds such as broom, gorse and blackberry. The removal of weed pest species from the site is on going as the property is replanted. Refer before and after photos below.
52. This year Neill Simpson has provided us with two additions to his initial landscape plan for the land restoration, which we propose to implement:
  - a) Suggestions for Further Development at Von Hill Peninsula, Walter Peak; and
  - b) Landscape Plan for DOC Reserve including the adjacent marginal strip.



53. This Walter Peak Land Restoration Project represents Real Journeys largest investment in conservation to date and by the end of this winter Real Journeys will have planted a total of 9,000 native plants on Te Anau Developments land at Walter Peak, 500 plants in the Beach Bay Recreation Reserve and the Wakatipu Reforestation Trust has also planted many thousand native plants in the marginal strip in Beach Bay (and plan to plant more in the next few years) to re-establish native vegetation and non-invasive exotic plants across the property; the marginal strip and the Beach Bay Recreation Reserve.
54. The Beach Bay Recreation Reserve is an anomaly. We understand it was a parcel of land set aside for carolling stock to be transported on Lake Wakatipu on vessels such as the “TSS Earnslaw”.
55. The land parcel was latterly held in crown ownership under the umbrella of

the Department of Lands and Survey, and when the Department of Conservation was created in 1987 from the amalgamation, of the Department of Lands and Survey, the Forest Service and the Wildlife Service; this parcel of land became a recreation reserve to be managed by the Department of Conservation. Nonetheless this reserve does not have any recreation or conservation values.

56. The only “improvement” which has occurred in the Beach Bay Recreation Reserve is the installation of rock culverts, rock armouring, stream deepening flood protection works in the early 2000’s to protect the Colonel’s Homestead from flood events. This work is authorised under our DOC Easement PAC 13-04-70. That is, for the most part the Beach Bay Recreation Reserve has been neglected for decades.
57. However after the clearance of Wilding Pines from Beach Bay Recreation Reserve Real Journeys started to envisage the possibilities for uses of and developments in the Beach Bay Recreation Reserve. To progress this we have applied for a DOC Concession to lease the reserve to undertake activities in the reserve and install infrastructure such as a children’s adventure playground to supplement Real Journeys tourism offerings on our adjacent property.

#### **RESPONSIBLE CUSTODIANS**

58. Since taking over the ownership of this 155 hectare parcel of land Real Journeys / Te Anau has proven that we are responsible custodians of the land at Walter Peak including the adjacent crown land in the marginal strip; Beach Point, and the Beach Bay Recreation Reserve. We have spent tens of thousands of dollars clearing the Wilding Pines from the site to ensure that these Douglas Fir seeds will not continue to disperse into the adjacent Walter Peak Station land and beyond to create a growing weed problem for generations to come.
59. We believe the council should be assured that in conjunction with the Department of Conservation that we will continue to manage our neighbouring crown land responsibly with the proposed RVZ. That is, we are seeking this zoning only to simplify our consent applications not to allow us to undertake activities that might compromise the values of this area.
60. Real Journeys intent is actually the opposite, we are trying to enhance the area and this can be seen through our actions with our on going Walter Peak Land Restoration Project.

SIGNED



9 June 2017

**LAND EXCHANGE AND MANAGEMENT  
AGREEMENT**

between

Te Anau Developments Limited

and

Her Majesty the Queen acting by and  
through the Minister of Conservation

# Land Exchange and Management Agreement

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Date:

8 May 2014

## Parties

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1. **Te Anau Developments Limited** ("Company")
2. **Her Majesty the Queen acting by and through the Minister of Conservation** ("Department")

## Background

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- A. The Company owns the Beach Point Land. The Department owns the Walter Peak Land.
- B. The Department and the Company have agreed to exchange the Beach Point Land for the Walter Peak Land. They have also agreed that the Company will develop and maintain the Beach Point Land and the Track and manage the Marginal Strip, as set out in this agreement.
- C. This land exchange will be pursuant to section 24E of the Conservation Act 1987. The Minister of Conservation authorises the exchange pursuant to Part IVA of that Act.

## Agreement

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### 1. Interpretation

- 1.1 In this Agreement, unless the context requires otherwise:
  - a. "Beach Point Land" means an area of approximately 2,000 square metres (subject to survey), being part of Certificate of Title SL3A/829 shown on the plan and certificate of title attached as Schedule 2.
  - b. "Track" means the track described in clause 4.3.
  - c. "Cleared Area" means that part of the Beach Point Land which is to be cleared, developed and planted in the manner described in clause 4.3, with that area to be agreed between the Department and the Company.
  - d. "Exchange Date" means 30 June 2015.
  - e. "Improvements" means the shelter, barbecue, picnic tables, toilet and rubbish bin described in clause 4.3.
  - f. "Maintenance Term" means the end of the term of [the Department's concession in favour of Real Journeys in respect of visitors and services at Walter Peak].
  - g. "Marginal Strip" means the marginal strip which is approximately outlined in blue on the aerial photograph attached as Schedule 1, acknowledging that this outlining is approximate only.
  - h. "Management Agreements for Marginal Strip" means the agreements referred to in clause 5.
  - i. "Pest Species" means wilding trees, broom, blackberry, briar rose and other non-native plants which on a reasonable basis are inappropriate to be growing on the Beach Point Land.
  - j. "Track Marginal Strip" means the marginal strip which is outlined in red on the plan attached as Schedule 5

- k. "Walter Peak Land" means an area of approximately 700 square metres (subject to survey) shown as Area A on the plan attached as Schedule 1.

## 2. Land Exchange

- 2.1 On the Exchange Date the Company will transfer the Beach Point Land to the Department free of encumbrance except for Land Covenants in Deeds 6834919.1 and 6834919.2 to be held by the Minister of Conservation as marginal strip and subject to Part IVA of the Conservation Act 1987.
- 2.2 On the Exchange Date the Department will transfer the Walter Peak Land to the Company free of encumbrance.
- 2.3 The Department and the Company agree that the areas of the Walter Peak Land, the Marginal Strip and the Beach Point Land are subject to survey (and, in the case of the Beach Point Land, agreement as to the boundaries) and further agree that this agreement will bind the Department and the Company provided the area of each of those parcels of land does not vary by more than 30%, provided the area of the Beach Point Land is sufficient to fulfil the intended function as a rest and camping area.
- 2.4 Possession of the Beach Point Land shall be granted to the Department on the Exchange Date and all rates, insurance and other outgoings shall be apportioned at that date and paid in full by the responsible party to the extent of its legal obligations.
- 2.5 Possession of the Walter Peak Land shall be granted to the Company immediately on 16 May 2014, and all rates, insurance and other outgoings shall be apportioned at the Exchange Date and paid in full by the responsible party to the extent of its legal obligations. If this agreement is not unconditional by 16 May 2014, the Company begins to build the Improvements, and this agreement does not become unconditional, then the Company will remove all Improvements, at the date this agreement is at an end.
- 2.6 If the Department later sells the Beach Point Land, or the Company later sells the Walter Peak Land, neither party will be obliged to first offer the respective parcels of land to the other.

## 3. Implementation and Costs

- 3.1 The Company will cause the Walter Peak Land, the Marginal Strip and the Beach Point Land to be surveyed by John Alexander Surveying as soon as possible after this agreement becomes unconditional.
- 3.2 The Company will bear the following costs:
- a. The costs of the survey described in the previous clause.
  - b. Any other third party costs (including LINZ costs) in respect of the subdivision of the Walter Peak Land from the Marginal Strip and the creation of a certificates of title for the Walter Peak Land and for the Beach Point Land.
  - c. The reasonable cost of third party advisers to the Department in respect of the exchange of land described in clauses 2.1 and 2.2. This includes the cost of any necessary valuations of the Walter Peak Land and the Beach Point Land and any third party costs to determine the history of ownership of the Walter Peak Land.
  - d. A payment to the Department in respect of the reasonable cost of the staff of the Department to process the transactions described in this Agreement, from the date the Company presented the proposal in respect of those transactions to the

Department, on an actual time basis, up to a maximum (including all costs payable under the Management Agreements for Marginal Strip) of \$10,000.00 plus GST.

3.3 The Department will, immediately after this Agreement is executed:

- a. Advise the New Zealand Historic Places Trust of its intention to dispose of the Walter Peak Land and seek its comments on this.
- b. Establish the history of ownership of the Walter Peak Land and advise the Company of the outcome of this.
- c. Advise Te Runanga o Ngai Tahu of the proposed disposal of the Walter Peak Land in the manner anticipated by this agreement and take all reasonable steps to obtain from Te Runanga o Ngai Tahu written confirmation that this disposal is an exception to the pre-emptive right in its favour under the Ngai Tahu Claims Settlement Act 1998.

#### 4. Development of Beach Point Land

4.1 Within 12 months after the date this Agreement becomes unconditional, the Company will develop the Beach Point Land and the Track, as set out in clauses 4.3 and 4.4. In the event of accidental discovery or suspected discovery of a site of cultural importance (Waahi Taonga/Tapu) the Company shall cease operations in that location and inform Te Rūnanga o Ngāi Tahu. Operations may recommence after consultation with Te Rūnanga o Ngāi Tahu and or an appropriately qualified archaeologist.

4.2 The Company will develop the Beach Point Land as an area suitable for camping, day use and a look out in the following manner:

- a. Clearing the Cleared Area of Pest Species and landscaping it with grass and appropriate plantings which are not Pest Species. However the Department acknowledges that the Company may stage the clearing and replanting of the Cleared Area to ensure that the Cleared Area retains wind shelter while newly planted species grow.
- b. Building an open shelter of a size and design that does not require a building consent or a resource consent, as indicatively attached in Schedule 3.
- c. Building a gas barbecue as indicatively attached in Schedule 3.
- d. Building 4 picnic tables as indicatively attached in Schedule 3.
- e. Building a single self-contained toilet as indicatively attached in Schedule 3.
- f. Building a rubbish bin as indicatively attached in Schedule 3.

4.3 The Company will develop and construct a track ("Track") in a good and workmanlike manner from the Mount Nicholas – Beach Bay Road to the Beach Point Land, at its cost. The Track will be gravelled and will be of a quality which is reasonably appropriate for cyclists and pedestrians. To maintain the easiest public use of the Track, the Company will construct it within the Track Marginal Strip, and the Department authorises its construction by the Company. The route of the Track will be determined by the Company in consultation with the Department and the Company and the Department will agree the alignment and the standard of the track before construction commences. The Company will erect a sign post at the Mount Nicholas – Beach Bay Road end of the Track to advise the public of the Track and the Cleared Area. This sign post will be in the form reasonably proposed by the Department.



- 4.4 During the Maintenance Term, the Company will, in a good and workmanlike manner, maintain the Cleared Area and the Track by:
- a. Maintaining the Improvements.
  - b. Keeping the Cleared Area reasonably free of Pest Species.
  - c. Keeping the Track and Cleared Area reasonably clear of weeds and pests in accordance with the requirements of any pest management strategy issued pursuant to the Biosecurity Act 1993.
  - d. Trimming/pruning vegetation within the Cleared Area.
  - e. Removal of toilet waste, when that is reasonably required.
  - f. Removal of rubbish, when the rubbish bin is full, but not less than weekly
  - g. Cleaning of the barbecue and toilet, not less than weekly.
  - h. Supply of reasonable quantities of gas for the barbecue and toilet paper.

## 5. **Marginal Strip Management Agreement**

- 5.1 Upon this agreement becoming unconditional, the Department will enter and the Company will cause its parent Real Journeys Limited to enter Management Agreements for Marginal Strip in the form set out in Schedule 4, in respect of both the Marginal Strip and the Track Marginal Strip.

## 6. **Conditions**

- 6.1 This Agreement is conditional upon the Department and the Company agreeing the approximate boundaries of the Beach Point Land, and the Cleared Area (albeit that they are not surveyed) within two calendar months of the date of this agreement.
- 6.2 This Agreement is also conditional upon the parties being able to obtain and perform all consents, approvals, requirements and obligations necessary to enable this Agreement to be completed, and to complete all necessary legal obligations and requirements to effect the formal transfer of both parts of the land. Each party will confirm with the other party when this clause has been satisfied.

## 7. **Further Assurances**

- 7.1 Each party must use its best efforts to do all things and execute all documents reasonably necessary or desirable to give full effect to provisions and intent of this Agreement, and in particular to create certificates of title for the Beach Point Land and the Walter Peak Land.

## 8. **Costs**

- 8.1 Subject to the express clauses to the contrary in this agreement, each party will bear its own costs in connection with the negotiation, preparation, execution and implementation of this agreement.

## 9. **Equality of Exchange**

- 9.1 The aggregate value of the Land owned by the Company is \$10,000.00 (exclusive of GST) and the aggregate value of the Land owned by the Department is \$20,000.00 (exclusive of GST) if any as evidenced by the valuation of Quotable Value Limited dated 1st March 2014. Despite the differing values of the land parcels owned by each party, the parties agree that no additional monetary payment is required to equalise the exchange of each land parcel.

## 10. The Purposes of Marginal Strips

10.1 The Minister of Conservation authorises this exchange being satisfied that the exchange will better achieve the purposes of marginal strips as set out in section 24C of the Conservation Act 1987; particularly in this case, the betterment of public access and recreational use.

## 11. Ngai Tahu Claims Settlement Act 1998

11.1 The Department is bound by the provisions of the Ngai Tahu Claims Settlement Act 1998 in respect of this exchange and shall ensure that the provisions of that Act with respect to its land have been complied with by the Department.

## 12. GST

12.1 The parties agree that, for the purposes of the Goods and Services Tax Act 1985 ("GST Act"):

- a. The GST- inclusive consideration for the Land owned by the Company shall be the market value of its Land (including GST, if any); and
- b. The GST- inclusive consideration for the Land owned by the Department shall be the market value of its Land (including GST, if any).

12.2 Subject to the above, each party shall be solely liable for the payment of any GST that arises from the sale of its land to the other party.

12.3 Each party shall provide the other party with a valid tax invoice with respect to its land to be exchanged.

12.4 As both parties are GST-registered, the exchange is zero-rated for GST. The supply is subject to the GST compulsory zero-rating provisions, pursuant to section 78F of the GST Act, each party shall provide to the other party with a written statement that:

- a. They are currently GST-registered;
- b. They intend to use the land to make taxable supplies; and
- c. The land is not intended to be used as a principal place of residence by each recipient, or a person associated with each recipient.

12.5 In the event that the information provided by the Company or the Department is found to be incorrect, that person shall be liable to return GST in respect of the land received by them, in accordance with section 5(23) of the GST Act.

Signed by Te Anau Developments Limited  
by:



Director's signature

Anthony Patrick M'Dulka

Director's full name

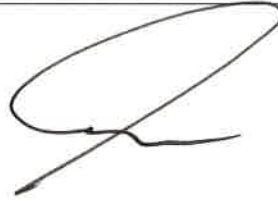


Director's signature

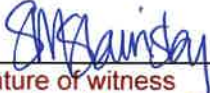
Robynne Olive Pearson

Director's full name

Signed by Barry Hanson Director,  
Conservation Partnerships - South and  
Eastern South Island Region for and on  
behalf of the Minister of Conservation  
pursuant to a written delegation in the  
presence of:



---



Signature of witness



Name of witness



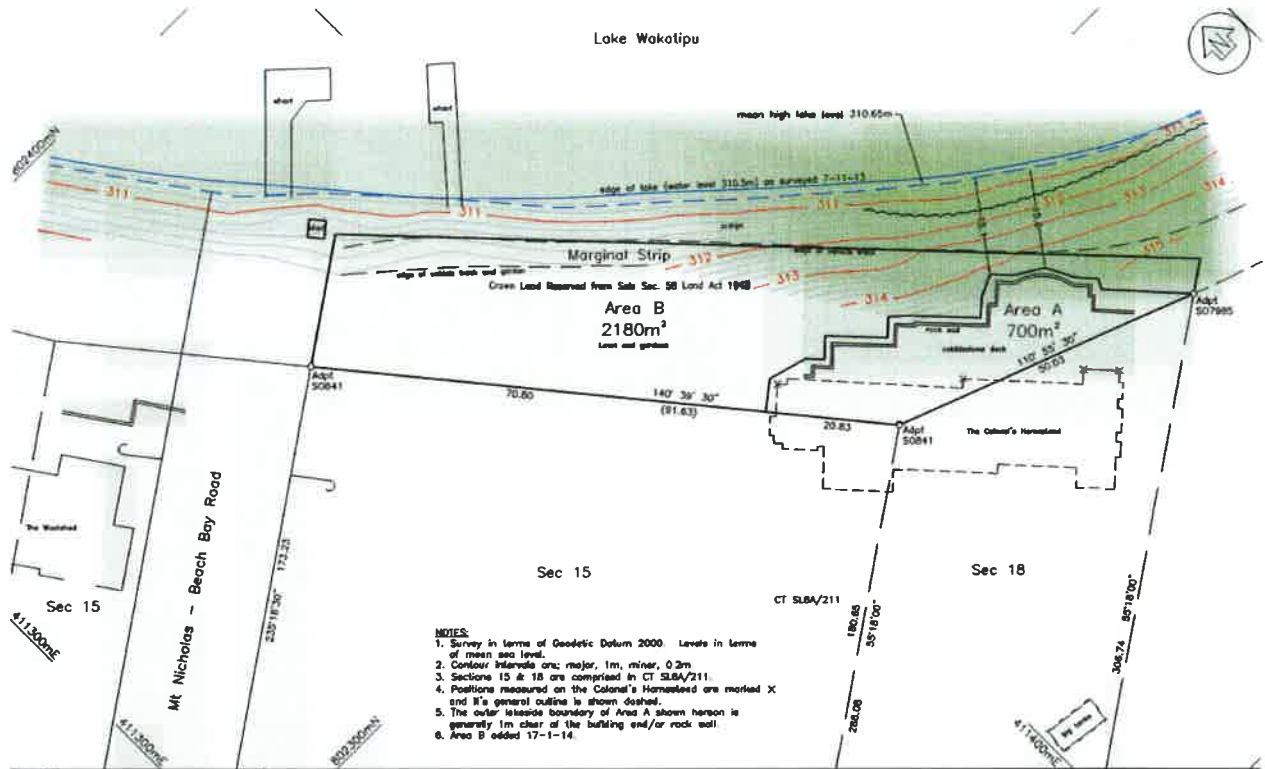
Occupation



Address

SCHEDULE 1

Marginal Strip and Walter Peak Land (in Beach Bay)



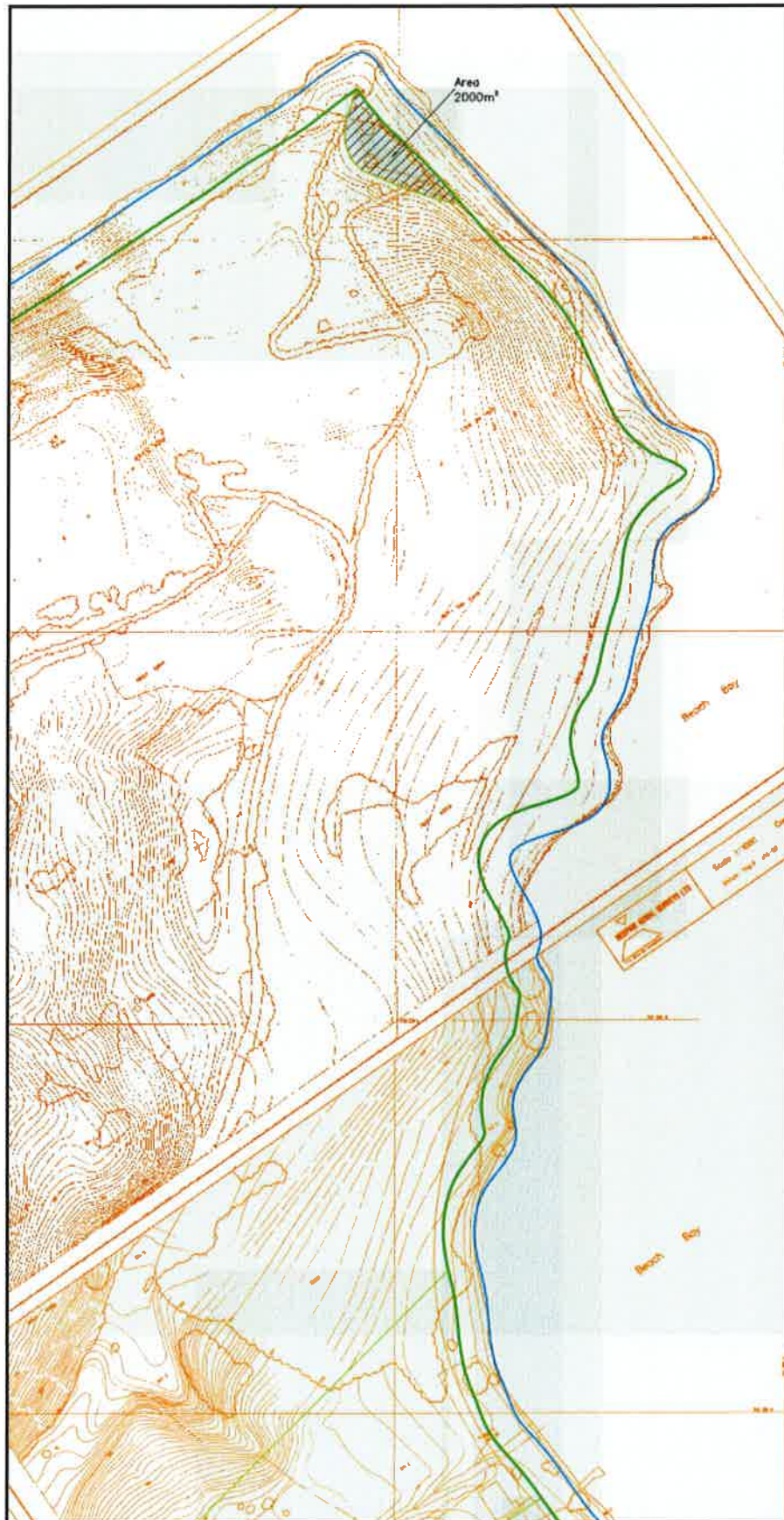
Surveyed by:  
**John Alexander Surveying**  
 P.O.Box 13 Arrowtown  
 Telephone 03 4421089 Mobile 027 8027275  
 Email jalex@jalex.co.nz

**Plan of Marginal Strip (Crown Land) occupied by the Colonel's House, Adjoining Deck, Shed, Gardens and Wharf Access Areas.**  
 Prepared for Real Journeys Ltd.

Scale 1:500 ● A3  
 18 NOV 2013  
 Job Ref: 1331d3



## SCHEDULE 2 Beach Point Land



**SCHEDULE 3**

**Photographs of Shelter, Barbecue, Picnic Tables, Toilet and Rubbish Bin**



**Open shelter**



**A gas barbecue**



**Picnic tables**



**Self contained toilet**



**Rubbish bin**

**SCHEDULE 4**  
**Management Agreements for Marginal Strip**

**DATED** \_\_\_\_\_ **2014**

Between

**THE MINISTER OF CONSERVATION**

("the Minister")

and

**REAL JOURNEYS LIMITED**

("the Manager")

**MANAGEMENT AGREEMENT**  
**FOR MARGINAL STRIP**  
**- BEACH BAY TRACK (incl BEACH POINT)**

**(pursuant to Section 24H of the Conservation Act 1987)**



THIS DOCUMENT dated this day of

2014.

**PARTIES:**

1. **HER MAJESTY THE QUEEN** acting by and through the Minister of Conservation (“the Minister”)
2. **REAL JOURNEYS LIMITED** (“the Manager”).

**RECITALS**

- A. The Strip, that is more particularly outlined in red on the plan attached to Schedule I, is the Marginal Strip (“the Strip”) between Beach Bay and Beach Point, Lake Wakatipu as defined in Section 2(1) of the Conservation Act 1987 (“the Act”) and described in Schedule 1 of this Document.
- B. The Manager, through its subsidiary Te Anau Developments Limited, is to transfer to the Minister an area of approximately 2,000 square metres (plus or minus 30%), subject to survey, being part of Certificate of Title SL3A/829 at an area known as Beach Point (“Beach Point Land”). This land is also deemed to be part of the Strip for the purposes of this Agreement.
- C. Section 24C of the Act provides that all Marginal Strips shall be held for the Conservation Purposes therein described, and to enable public access to any adjacent water courses and for the public recreational use of Marginal Strips and adjacent watercourses.
- D. The Minister is empowered by Section 24H of the Act to appoint suitable persons to be Managers of Marginal Strips.
- E. The Minister has agreed to appoint the Manager to manage the Strip under Section 24H of the Act.
- F. The Manager will construct a pedestrian and cycle track (“Track”) within the Strip.
- G. The Manager will maintain the Strip, and may use it, as set out in this Agreement.
- H. The Minister is satisfied that the Manager will manage the Strip in a way that best serves the purposes specified in Section 24C of the Act.

The Minister **APPOINTS** the Manager and the Manager accepts appointment under Section 24H of the Conservation Act 1987 to manage the Strip for the term commencing on the date of this agreement and terminating in accordance with Clause 12 and on the following terms and conditions.

**1.00 CHARGES**

**1.01** The Manager shall pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied or reasonably assessed, or which become payable in relation to the strip or their management or activity on the Strip.

**2.00 MANAGEMENT ACTIVITY**

**2.01** The Manager shall manage the Strip in a way that best serves the purposes specified in Section 24C of the Act to enable public access to the Lake and for public recreational use of the Strip and shall enable members of the public to have access along the Strip.

**3.00 COMPLIANCE WITH STATUTES**

**3.01** The Manager shall comply with all statutes, ordinances, regulations, by-laws or other enactment's affecting or relating to the Strip or affecting or relating to the Management Activity.

**4.00 INDEMNITY**

**4.01** The Manager shall indemnify and keep indemnified the Minister against all claims by any person in respect of any injury, loss or damage (including fire damage) caused by or arising out of any acts or omissions of the Managers, their servants, agents, contractors, clients or invitees, or otherwise caused as a consequence of their use of the strip or as a result of the conduct of the Management Activity. This indemnity shall continue after the expiry or determination of this Agreement.

**4.02** For the purposes of Clause 4.01, the Manager shall take out and keep in force during the term of the Agreement a policy or policies of insurance with an insurer approved by the Minister against any liability (including statutory liability) that may arise out of the Managers use of the Strip and conduct of the Management Activity. The policy or policies of insurance shall be for a sum not less than \$500000-00. Upon being requested to do so by the Minister, the Manager shall provide the Minister with a copy of a certificate of currency for the policy or policies of insurance.

**5.00 STRIP MANAGEMENT**

**5.01** The Manager shall act in accordance with every relevant Conservation Management Strategy and Conservation Management Plan for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved before, on or after the date on which the Agreement became effective. Any breach or contravention by the Manager of any relevant Conservation Management Strategy of Conservation Management Plan, or both shall be deemed to be a breach of this Agreement.

**5.02** From the date the construction of the Track is completed, the Manager shall keep the area of the Track within the Strip free from weeds and pests in accordance with the requirements of any pest management strategy issued pursuant to the Biosecurity Act 1993. Within six and a half years of the date of this Agreement, the Manager will have cleared the balance of the area within the Strip of weeds and pests, and from that

date will keep all of the Strip free from weeds and pests in accordance with the requirements of any pest management strategy issued pursuant to the Biosecurity Act 1993.

**5.03** The Manager will, in a good and workmanlike manner, maintain the Beach Point Land by:

- (a) Maintaining the shelter, barbeque, picnic tables, toilet and rubbish bin built by the Manager or its subsidiary on the Beach Point Land.
- (b) Trimming/pruning vegetation within the Beach Point Land.
- (c) Removal of toilet waste, when that is reasonably required.
- (d) Removal of rubbish, when the rubbish bin is full, but not less than weekly
- (e) Cleaning of the barbecue and toilet, not less than weekly.
- (f) Supply of reasonable quantities of gas for the barbecue and toilet paper.

**5.04** The Manager shall comply with all conditions imposed by the Minister in granting the Agreement including those expressed or implied in this Agreement and the specified Schedule to this Agreement.

**5.05** The Manager shall ensure that full and proper precautions are taken to safeguard the Strip against fire and shall take all reasonable steps to control any fires that may be burning on the Strip.

## **6.00 STRUCTURES AND CONSERVATION AREA ALTERATIONS**

**6.01** Subject to the provisions of Clause 8, the Manager shall not erect or bring onto the Strip any fence, install any structures nor alter the Strip in any way without prior written consent of the Minister.

**6.02** The Minister shall not be called upon at any time to contribute to the costs of any boundary fencing between the Strip and any adjoining land of the Manager.

**6.03** The Manager shall keep and maintain any approved fences, structures, gates or alterations to the Strip in good repair.

**6.04** On expiry or earlier termination of this Agreement either as to the whole or any part of the Strip, the Manager shall not be entitled to compensation for any improvements to the Strip, including fencing, structures or plantings. If required by the Minister the Manager shall within such time as the Minister determines remove any fencing or structures erected by the Manager.

## **7.00 PROTECTION OF THE ENVIRONMENT**

**7.01** Except as described in clause 8, the Manager shall not, unless authorised in writing by the Minister:

- (a) interfere with, remove damage, or endanger the natural features, plants, or historic resources on the Strip; or
- (b) remove any mineral including gravel or rock; or
- (c) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) except to properly maintain the Track; or
- (d) deposit debris, rubbish, or other dangerous, or unsightly matter, or contaminate any water body; or

7.02 The Manager shall ensure that their employees and invitees do not carry out any acts prohibited under this clause.

## **8.00 DEVELOPMENT OF THE TRACK AND BEACH POINT LAND**

8.01 The Manager has agreed elsewhere to develop and construct the Track and is authorised by the Minister to do so in the manner agreed elsewhere.

8.02 The Manager has agreed elsewhere to develop and build infrastructure on the Beach Point Land and is authorised by the Minister to do so in the manner agreed elsewhere.

8.03 The Manager will, itself or through its subsidiary, ensure that the Track and the Beach Point Land are developed and maintained in the manner agreed elsewhere.

## **9.00 SAFETY**

9.01 The Manager shall manage the Strip in a safe and reliable manner.

9.02 The Manager shall notify the Minister of any natural events or activities on the Strip or in the surrounding area which may endanger the public or the environment.

## **10.00 TEMPORARY SUSPENSION**

10.01 If in the opinion of the Minister the activities of the Manager, or its invitees are having or may have an adverse effect on the environment and the Minister is of the opinion that the effect can be avoided, remedied, or mitigated to an extent satisfactory to the Minister, then the Minister may suspend this Agreement until the Manager avoids, remedies or mitigates the adverse impact to the satisfaction of the Minister.

10.02 The Minister may suspend this Agreement while s/he investigates any of the circumstances contemplated in Clauses 9.01 and also while s/he investigates any potential breach or possible offence by the Manager under the Act or any of the Acts mentioned in Schedule I of that Act.

10.03 The Minister shall not be liable to the Manager for any loss sustained by the Manager by reason of suspension of the Agreement under this clause.

## **11.00 ASSIGNMENT**

11.01 The Manager shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Manager's interest under this Agreement or any part thereof.

## **12.00 TERMINATION**

- 12.01** The Minister may terminate this Agreement by notice in writing to the Manager if:
- (a) the Manager breaches any terms of this Agreement; or
  - (b) the Manager ceases to conduct the Management Activity; or
  - (c) the Manager is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or
  - (d) upon giving the Managers not less than 90 days' notice in writing of the Minister's intention to resume management of the Strip.
- 12.02** If the Minister terminates the Agreement under this clause all rights of the Manager shall absolutely cease but the Manager shall not be released from any liability to pay any moneys due up to the date of termination or for any breach of any term up to the date of termination.
- 12.03** The Minister may exercise its right under this clause to terminate the Agreement notwithstanding any prior waiver or failure to take action by the Minister or any indulgence granted by the Minister for any matter or default.
- 12.04** Subject to clauses 12.01 to 12.03, the Manager will surrender this Agreement at the end of the term of [the Department's concession in favour of Real Journeys in respect of visitors and services at Walter Peak].
- 12.05** On termination of this Agreement the Minister shall not be liable to pay compensation to the Managers for any improvements made to or erected on the Strip by the Managers

## **13.00 POWERS, RIGHTS & AUTHORITIES**

- 13.01** All powers, rights and authorities of the Minister under this Agreement and any notice required to be given shall be exercisable by the Director-General of Conservation or any officer servant, employee or agent of the Director-General.
- 13.02** The right is reserved for agents or servants of the Minister to enter upon the Strip at any time for the purpose of inspecting the Strip.
- 13.03** The Manager shall comply with all reasonable notices and directions of the Minister concerning the activities conducted by them on the Strip.

## **14.00 NOTICES**

- 14.01** Any notice required to be given by the Minister in terms of this Agreement shall be sufficiently given if it is signed by the Director, Conservation Partnerships - South and Eastern South Island Region, Department of Conservation. Any notice to be served on the Minister shall be sufficiently served if delivered to the office for the time being of the Director, Conservation Partnerships - South and Eastern South Island Region, Department of Conservation.
- 14.02** All notices under this Agreement shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the

address or facsimile number set out in item 12 of Schedule I. A notice given in accordance with this clause shall be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of a letter, on the third working day after posting; and
- (c) in the case of facsimile, on the date of despatch.

#### **15.00 COSTS**

- 15.01** The Manager shall pay the Minister's legal costs and expenses of and incidental to preparing and executing this Agreement or any extension or variation of this Agreement. The Manager shall also pay the costs of the Minister in enforcing or attempting to enforce his rights and powers under this Agreement if the Managers are in default.
- 15.02** The Manager shall pay all costs reasonably incurred by the Minister incidental to any application for consent or approval necessary in terms of this Agreement whether or not such consent is granted.

#### **16.00 PUBLIC ACCESS**

- 16.01** The public shall at all times have access on foot to and across all parts of the Strip and bicycle access to the Track.
- 16.02** Nothing contained or implied in this Agreement confers on the Manager exclusive possession or exclusive rights to or over any part of the Strip.
- 16.03** The Manager may request the Minister to temporarily close public access to the Strip under Section 13 of the Act where the Management activity will significantly affect public safety or where fire hazard conditions exist.

#### **17.00 DISPUTE RESOLUTION & ARBITRATION**

- 17.01** If any dispute arises between the parties in connection with this Agreement the parties shall without prejudice to any other rights they may have under this Agreement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 17.02** If the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.
- 17.03** It is agreed between the parties that the matters relating to this Agreement shall be governed by New Zealand Law and any dispute between the parties shall be settled either by arbitration in New Zealand or in a New Zealand Court.

Signed by Barry Hanson Director,  
Conservation Partnerships - South and  
Eastern South Island Region for and on  
behalf of the Minister of Conservation  
pursuant to a written delegation in the  
presence of:

---

---

Signature of witness

---

Name of witness

---

Occupation

---

Address

Signed by Real Journeys Limited by:

*AP. McQuirk*

Director's signature

*Antony Patrick McQuirk*

Director's full name

*Robynne Olivia Pearnock*

Director's signature

*Robynne Olivia Pearnock*

Director's full name

**SCHEDULE I**

**1. Marginal Strip:**





**2. Management Activity:**

The Manager shall keep the Strip in a way that best serves the purposes specified in Section 24C of the Act to enable public access to the Lake and for public recreational use of the Strip.

**3. Term:**

Until terminated under clause 12.00 of this Agreement commencing on this day of 2014.

**4. Insurance: NA**

**5. Address for Notices:**

**Minister**

Director, Conservation Partnerships  
South and Eastern South Island Region  
Department of Conservation  
Otepoti/Dunedin Office  
Conservation House  
77 Lower Stuart Street  
PO Box 5244  
Dunedin 9058

**Manager**

The Chief Executive,  
Te Anau Developments Limited  
PO Box 1  
Te Anau 9640

**DATED** \_\_\_\_\_ **2014**

Between

**THE MINISTER OF CONSERVATION**

("the Minister")

and

**REAL JOURNEYS LIMITED**

("the Manager")

**MANAGEMENT AGREEMENT**  
**FOR MARGINAL STRIP**  
**- BEACH BAY/WALTER PEAK**

**(pursuant to Section 24H of the Conservation Act 1987)**

**THIS DOCUMENT dated this day of 2014.**

**PARTIES:**

1. **HER MAJESTY THE QUEEN** acting by and through the Minister of Conservation (“the Minister”)
2. **REAL JOURNEYS LIMITED** (“the Manager”).

**RECITALS**

- A. The Strip, that is more particularly outlined in blue on the plan attached to Schedule I, is the Marginal Strip (“the Strip”) at Beach Bay, Walter Peak as defined in Section 2(1) of the Conservation Act 1987 (“the Act”) and described in Schedule 1 of this Document.
- B. Section 24C of the Act provides that all Marginal Strips shall be held for the Conservation Purposes therein described, and to enable public access to any adjacent water courses and for the public recreational use of Marginal Strips and adjacent watercourses.
- C. The Minister is empowered by Section 24H of the Act to appoint suitable persons to be Managers of Marginal Strips.
- D. The Minister has agreed to appoint the Manager to manage the Strip under Section 24H of the Act.
- E. The Manager will maintain the Strip, and may use it, as set out in this Agreement.
- F. The Minister is satisfied that the Manager will manage the Strip in a way that best serves the purposes specified in Section 24C of the Act.

The Minister **APPOINTS** the Manager and the Manager accepts appointment under Section 24H of the Conservation Act 1987 to manage the Strip for the term commencing on the date of this agreement and terminating in accordance with Clause 12 and on the following terms and conditions.

**1.00 CHARGES**

- 1.01 The Manager shall pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied or reasonably assessed, or which become payable in relation to the strip or their management or activity on the Strip.

**2.00 MANAGEMENT ACTIVITY**

**2.01** The Manager shall manage the Strip in a way that best serves the purposes specified in Section 24C of the Act to enable public access to the Lake and for public recreational use of the Strip and shall enable members of the public to have access along the Strip.

**3.00 COMPLIANCE WITH STATUTES**

**3.01** The Manager shall comply with all statutes, ordinances, regulations, by-laws or other enactment's affecting or relating to the Strip or affecting or relating to the Management Activity.

**4.00 INDEMNITY**

**4.01** The Manager shall indemnify and keep indemnified the Minister against all claims by any person in respect of any injury, loss or damage (including fire damage) caused by or arising out of any acts or omissions of the Managers, their servants, agents, contractors, clients or invitees, or otherwise caused as a consequence of their use of the strip or as a result of the conduct of the Management Activity. This indemnity shall continue after the expiry or determination of this Agreement.

**4.02** For the purposes of Clause 4.01, the Manager shall take out and keep in force during the term of the Agreement a policy or policies of insurance with an insurer approved by the Minister against any liability (including statutory liability) that may arise out of the Managers use of the Strip and conduct of the Management Activity. The policy or policies of insurance shall be for a sum not less than \$500000-00. Upon being requested to do so by the Minister, the Manager shall provide the Minister with a copy of a certificate of currency for the policy or policies of insurance.

**5.00 STRIP MANAGEMENT**

**5.01** The Manager shall act in accordance with every relevant Conservation Management Strategy and Conservation Management Plan for the time being in force, including any amendments to the Strategy or Plan, whether the Strategy or Plan or amendment was approved before, on or after the date on which the Agreement became effective. Any breach or contravention by the Manager of any relevant Conservation Management Strategy of Conservation Management Plan, or both shall be deemed to be a breach of this Agreement.

**5.02** The Manager shall keep the Strip free from weeds and pests in accordance with the requirements of any pest management strategy issued pursuant to the Biosecurity Act 1993.

**5.03** The Manager shall comply with all conditions imposed by the Minister in granting the Agreement including those expressed or implied in this Agreement and the specified Schedule to this Agreement.

**5.04** The Manager shall ensure that full and proper precautions are taken to safeguard the Strip against fire and shall take all reasonable steps to control any fires that may be burning on the Strip.

**6.00** **STRUCTURES AND CONSERVATION AREA ALTERATIONS**

**6.01** Subject to the provisions of Clause 8, the Manager shall not erect or bring onto the Strip any fence, install any structures nor alter the Strip in any way without prior written consent of the Minister.

**6.02** The Minister shall not be called upon at any time to contribute to the costs of any boundary fencing between the Strip and any adjoining land of the Manager.

**6.03** The Manager shall keep and maintain any approved fences, structures, gates or alterations to the Strip in good repair.

**6.04** On expiry or earlier termination of this Agreement either as to the whole or any part of the Strip, the Manager shall not be entitled to compensation for any improvements to the Strip, including fencing, structures or plantings. If required by the Minister the Manager shall within such time as the Minister determines remove any fencing or structures erected by the Manager.

**7.00** **PROTECTION OF THE ENVIRONMENT**

**7.01** The Manager shall not, unless authorised in writing by the Minister:

- (a) interfere with, remove damage, or endanger the natural features, plants, or historic resources on the Strip; or
- (b) remove any mineral including gravel or rock; or
- (c) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) except to properly maintain the planting on the Strip in a manner consistent with its state at the date of this Agreement; or
- (d) deposit debris, rubbish, or other dangerous, or unsightly matter, or contaminate any water body; or

**7.02** The Manager shall ensure that their employees and invitees do not carry out any acts prohibited under this clause.

**8.00** **TEMPORARY CATERING**

**8.01** Notwithstanding anything else in this Agreement, the Manager may on a limited number of occasions throughout the year erect marquee(s) and other temporary structure(s) on the Strip and use those marquee(s) and structure(s) for private functions and meals, provided the marquee(s) and structure(s) are not closer than 15 metres from the Lake edge and provided the public has pedestrian access to the Strip, but excluding access to the marquee(s) and structure(s) themselves.

**9.00 SAFETY**

- 9.01** The Manager shall manage the Strip in a safe and reliable manner.
- 9.02** The Manager shall notify the Minister of any natural events or activities on the Strip or in the surrounding area which may endanger the public or the environment.

**10.00 TEMPORARY SUSPENSION**

- 10.01** If in the opinion of the Minister the activities of the Manager, or its invitees are having or may have an adverse effect on the environment and the Minister is of the opinion that the effect can be avoided, remedied, or mitigated to an extent satisfactory to the Minister, then the Minister may suspend this Agreement until the Manager avoids, remedies or mitigates the adverse impact to the satisfaction of the Minister.
- 10.02** The Minister may suspend this Agreement while s/he investigates any of the circumstances contemplated in Clauses 9.01 and also while s/he investigates any potential breach or possible offence by the Manager under the Act or any of the Acts mentioned in Schedule I of that Act.
- 10.03** The Minister shall not be liable to the Manager for any loss sustained by the Manager by reason of suspension of the Agreement under this clause.

**11.00 ASSIGNMENT**

- 11.01** The Manager shall not transfer, sublicense, assign, mortgage, or otherwise dispose of the Manager's interest under this Agreement or any part thereof.

**12.00 TERMINATION**

- 12.01** The Minister may terminate this Agreement by notice in writing to the Manager if:
- (a) the Manager breaches any terms of this Agreement; or
  - (b) the Manager ceases to conduct the Management Activity; or
  - (c) the Manager is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or
  - (d) upon giving the Managers not less than six months' notice in writing of the Minister's intention to resume management of the Strip.
- 12.02** If the Minister terminates the Agreement under this clause all rights of the Manager shall absolutely cease but the Manager shall not be released from any liability to pay any moneys due up to the date of termination or for any breach of any term up to the date of termination.
- 12.03** The Minister may exercise its right under this clause to terminate the Agreement notwithstanding any prior waiver or failure to take action by the Minister or any indulgence granted by the Minister for any matter or default.
- 12.04.** If the Manager wishes to surrender this Agreement during the currency of the term, such surrender may be accepted by the Minister on such conditions as the Minister may deem appropriate and the Managers shall continue to be liable to pay any local

body rates payable under the Agreement from the date of acceptance of the surrender until the date at which the Agreement would have expired had the surrender not been accepted, or at the end of the rating period whichever is the sooner.

**12.05** On termination of this Agreement the Minister shall not be liable to pay compensation to the Managers for any improvements made to or erected on the Strip by the Managers

**13.00 POWERS, RIGHTS & AUTHORITIES**

**13.01** All powers, rights and authorities of the Minister under this Agreement and any notice required to be given shall be exercisable by the Director-General of Conservation or any officer servant, employee or agent of the Director-General.

**13.02** The right is reserved for agents or servants of the Minister to enter upon the Strip at any time for the purpose of inspecting the Strip.

**13.03** The Manager shall comply with all reasonable notices and directions of the Minister concerning the activities conducted by them on the Strip.

**14.00 NOTICES**

**14.01** Any notice required to be given by the Minister in terms of this Agreement shall be sufficiently given if it is signed by the Director, Conservation Partnerships - South and Eastern South Island Region, Department of Conservation. Any notice to be served on the Minister shall be sufficiently served if delivered to the office for the time being of the Director, Conservation Partnerships - South and Eastern South Island Region, Department of Conservation.

**14.02** All notices under this Agreement shall be in writing. They shall be delivered personally or by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in item 12 of Schedule I. A notice given in accordance with this clause shall be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of a letter, on the third working day after posting; and
- (c) in the case of facsimile, on the date of despatch.

**15.00 COSTS**

**15.01** The Manager shall pay the Minister's legal costs and expenses of and incidental to preparing and executing this Agreement or any extension or variation of this Agreement. The Manager shall also pay the costs of the Minister in enforcing or attempting to enforce his rights and powers under this Agreement if the Managers are in default.

**15.02** The Manager shall pay all costs reasonably incurred by the Minister incidental to any application for consent or approval necessary in terms of this Agreement whether or not such consent is granted.

**16.00 PUBLIC ACCESS**

- 16.01** Subject to clause 8, the public shall at all times have access on foot and bicycle across the Strip.
- 16.02** Nothing contained or implied in this Agreement confers on the Manager exclusive possession or exclusive rights to or over any part of the Strip, except as set out in clause 8.
- 16.03** The Manager may request the Minister to temporarily close public access to the Strip under Section 13 of the Act where the Management activity will significantly affect public safety or where fire hazard conditions exist.

**17.00 DISPUTE RESOLUTION & ARBITRATION**

- 17.01** If any dispute arises between the parties in connection with this Agreement the parties shall without prejudice to any other rights they may have under this Agreement, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 17.02** If the parties are unable to resolve the dispute by negotiation or other informal means within twenty-one (21) days of written notice by one party to the other of the dispute (or such further period as the parties agree in writing) either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.
- 17.03** It is agreed between the parties that the matters relating to this Agreement shall be governed by New Zealand Law and any dispute between the parties shall be settled either by arbitration in New Zealand or in a New Zealand Court.

Signed by Barry Hanson Director,  
Conservation Partnerships - South and  
Eastern South Island Region for and on  
behalf of the Minister of Conservation  
pursuant to a written delegation in the  
presence of

\_\_\_\_\_

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



Signed by Real Journeys Limited by:

*A.P. [Signature]*

Director's signature

*Anthony Patrick McQuilken*

Director's full name

*[Signature]*

Director's signature

*Robynne Olive Pearson*

Director's full name

SCHEDULE I

1. Marginal Strip:



**2. Management Activity:**

The Manager shall keep the Strip in a way that best serves the purposes specified in Section 24C of the Act to enable public access to the Lake and for public recreational use of the Strip.

**3. Term:**

Until terminated under clause 12.00 of this Agreement commencing on this            day of            2014.

**4. Insurance: NA**

**5. Address for Notices:**

**Minister**

Director, Conservation Partnerships  
South and Eastern South Island Region  
Department of Conservation  
Otepoti/Dunedin Office  
Conservation House  
77 Lower Stuart Street  
PO Box 5244  
Dunedin 9058

**Manager**

The Chief Executive,  
Te Anau Developments Limited  
PO Box 1  
Te Anau 9640

**SCHEDULE 5**  
**Track Marginal Strip**



# WALTER PEAK

Executive Summary

*February 2017*

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## REAL JOURNEYS

Real Journeys is an award winning, family owned tourism company with a passion for sharing the spectacular South Island scenery and experience, with visitors.

Real Journeys has developed a Long Term Development Plan for the Walter Peak high country station.

This masterplan is to consider the spatial development of the site such that priority projects can be implemented quickly and the longer term projects are enabled (and not constrained).

The masterplan is to be realistic and capable of flexible implementation, as well as consider how to enhance visitor experience and support ongoing operations.

# INTRODUCTION

The Masterplan for Walter Peak High Country Farm has been prepared in response to the long term development plan which was prepared in 2016.

The Master plan represents the spatial development of the site to provide for the continued development of the high country farm experience, hospitality and supporting infrastructure to increase overall visitor capacity to 2,500 visitors per day.

To capitalise on the visitor experience and manage increased capacity, planning and management of the visitor experience, pedestrian flow, activity transition, way finding and site hazards have been considered.

The design approach has been to compliment the natural heritage and high country character of the development while recognising the environmental constraints within the site. In consideration of the use and value of each facility or activity we have placed a greater emphasis to the character of the front of house facilities (Lake frontage) with the back of house facilities adopting a more economic and practical design approach.

The upgrade of the existing activities and the addition of some new facilities will enhance visitor experience and generation.

These include:

- A new farm demonstration facility (Amphitheatre) to replace the existing woolshed facility
- To improve the merchandise capacity of the woolshed to a General Store & Retail Facility
- To upgrade and extend the farmyard experience
- To increase hospitality and F&B capacity with the inclusion of a new commercial kitchen and dining / function space at Ardmore House and the provision for several marque function and entertainment areas
- To establish a new stable complex
- To provide a new multi-purpose function building to include multi-denominational weddings, ceremonies, retreats and meetings
- To improve circulation generally and separate the back of house and servicing areas
- Staff accommodation.

The current infrastructure will have to be replaced to support the growth and sustainability of the operations as it has been assessed to be at capacity and nearing the end of its economic life.

This Masterplan is informed by individual technical reports which are issued as appendices. This illustrates new provision for;

- New and increased diesel powered generators
- New wastewater treatment facility
- New firefighting reticulation
- New underground utility networks across the site

The increased capacity for Back of House and supporting facilities includes a staff village with an interim capacity of 10 new beds, a site manager's unit and a refurbished administration building.

Planning the implementation of the works, while maintaining Walter Peak's operations has been completed. A Master Programme has been prepared, and to support the increased demands of the at capacity current infrastructure, a priority for the new infrastructure and staff accommodation facilities is to commence early in the programme of works. Commencement of the new facilities and activities is ongoing with the Farm Demonstration Area (Amphitheatre), with a planned sequence of works with the General Store and Farmlands followed by Ardmore House Stages 1 & 2, then the Multi-purpose function building over a three year period.

To support the cost effective and timely delivery of the programme a preferred procurement strategy has been developed. Procurement and site management will be managed by the Capital Projects team and to support the early delivery of infrastructure and accommodation of the existing consultant team will be engaged to continue the development of design as is required. Construction companies and suppliers will be competitively engaged.

The identification of operational risks and hazards of the facility has been completed through a workshop with management and will form the basis of on-going safety in design and operational planning exercises.

This document refers to the following:

- 'Walter Peak Masterplan, Revision E' dated 3rd February 2017
- Long Term Development Plan
- January Cost report No. 002 Rev. B
- Walter Peak Procurement Strategy Matrix, January 2017
- Operational Risk Register, February 2017



THE WALTER PEAK SITE



# MASTERPLAN PROCESS

Working closely with Real Journeys, the masterplan has been prepared by a multi-disciplinary team in Beca, including architecture, landscape architecture, project management, cost management and engineering.

Through initial stages of the process, engagement with Real Journeys occurred to assist in setting the vision for Walter Peak and future plans for growth; understanding the site, visitor and service requirements of Walter Peak; and developing design elements that celebrates the unique landscape and experience of Walter Peak.

Key stages in the development of the masterplan include:

**Stage 1:** Direction setting and future growth plans for Walter Peak, understanding the spatial and infrastructure needs for future activities through formation of the Long Term Development Plan (LTDP).

**Stage 2:** Analysis and information gathering about the site consisting of multiple site visits by various disciplines. Thorough appreciation and understanding of the character and experience of Walter Peak to inform and guide the visioning, design process and planning.

**Stage 3:** Masterplan development through liaison with other technical disciplines, refinement of preferred options and developing pre-concept layouts for key facilities and landscape elements, technical investigations, feedback and confirming directions with Real Journeys.

**Stage 4:** Production of the masterplan document, finalising the spatial framework and position of design elements were determined, as well the cost, infrastructure and staging plans. The masterplan document compiles and integrates information and documentation that have informed the final masterplan and pre-concept layouts for key facilities and landscape elements.

# 1

- Establishing vision + direction for Walter Peak
- Detailed Long Term Development Plan

VISION  
+  
OPPORTUNITY

LONG TERM  
DEVELOPMENT  
PLAN

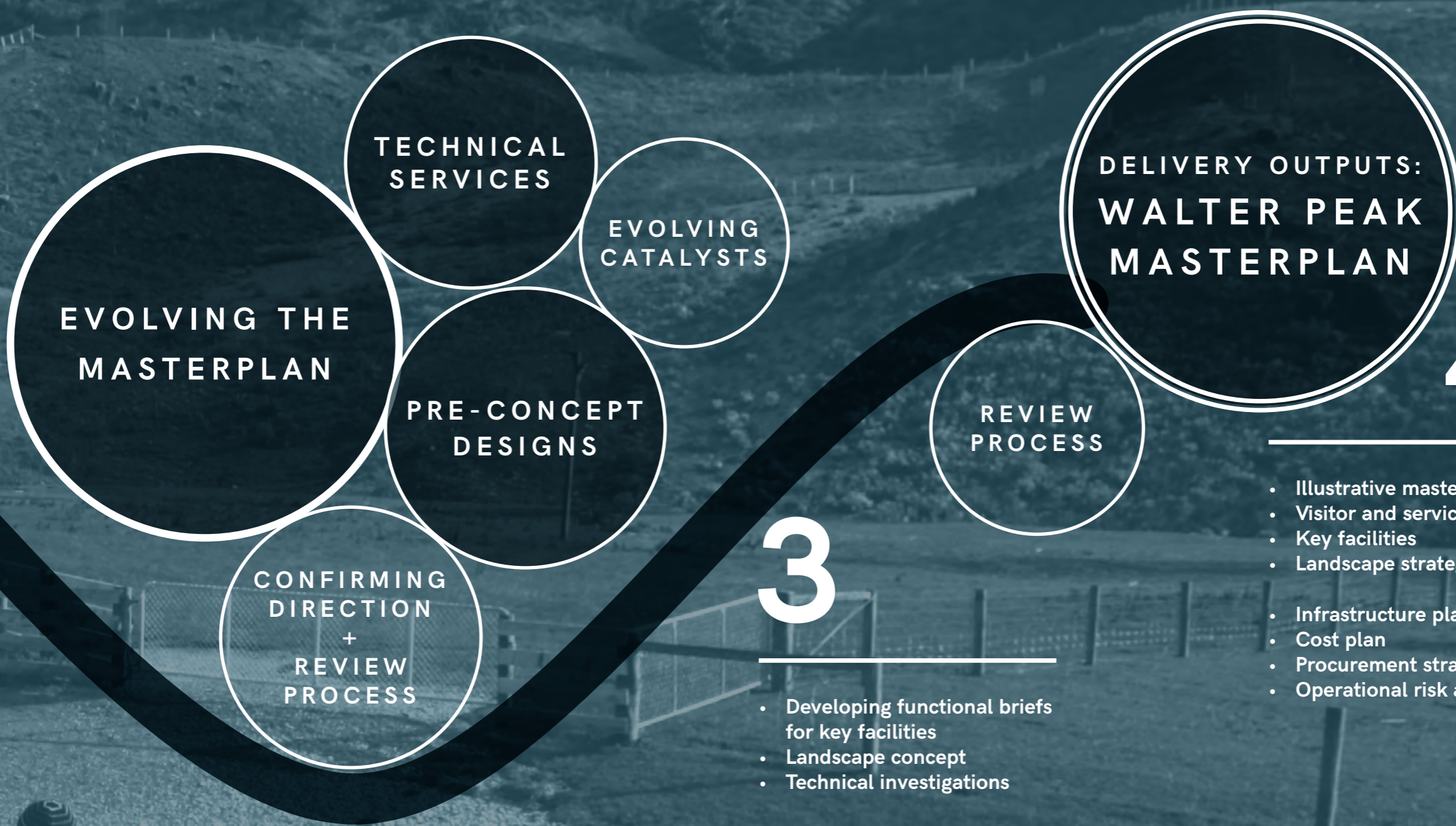
DIRECTION  
SETTING

# 2

UNDERSTANDING  
THE SITE

INFLUENCING  
FACTORS  
+  
KEY DRIVERS

- Opportunities + constraints
- Site appraisal & key drivers
- Understanding visitor experience in Walter Peak



EVOLVING THE  
MASTERPLAN

TECHNICAL  
SERVICES

EVOLVING  
CATALYSTS

DELIVERY OUTPUTS:  
WALTER PEAK  
MASTERPLAN

PRE-CONCEPT  
DESIGNS

REVIEW  
PROCESS

CONFIRMING  
DIRECTION  
+  
REVIEW  
PROCESS

3

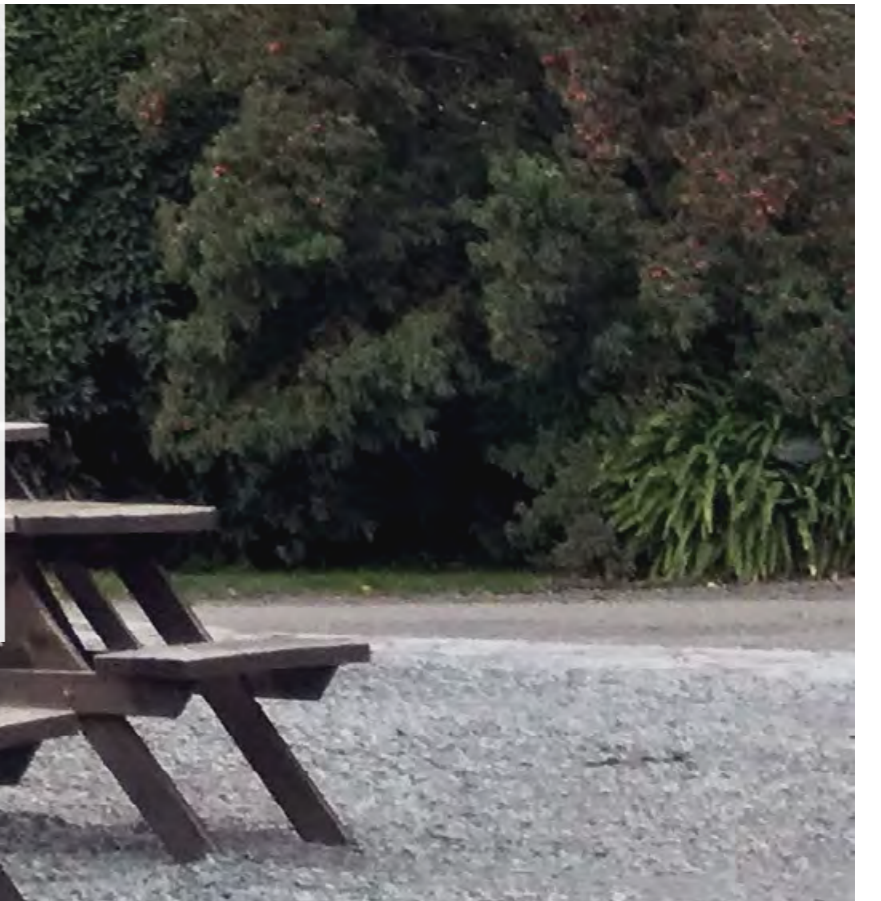
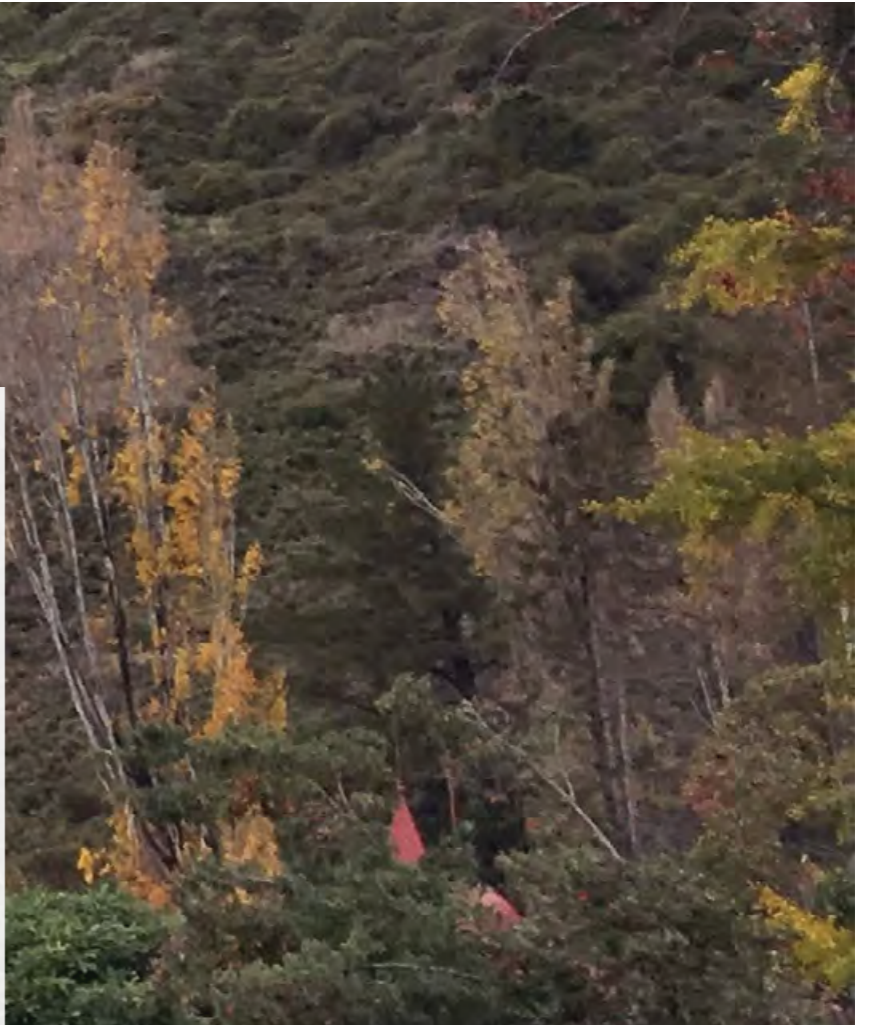
- Developing functional briefs for key facilities
- Landscape concept
- Technical investigations

4

- Illustrative masterplan
- Visitor and service zones
- Key facilities
- Landscape strategy
- Infrastructure plan
- Cost plan
- Procurement strategy
- Operational risk analysis



SITE APPRAISAL



# SITE AREA UNDER CONSIDERATION

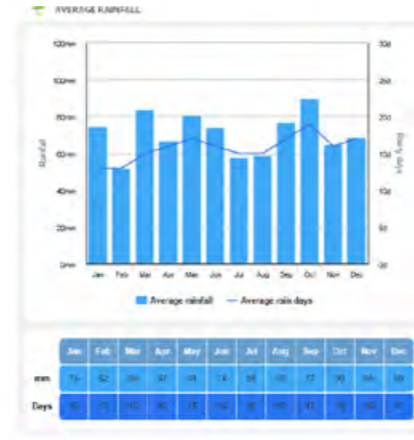
The Site Area indicated, is the main area under consideration within this Masterplan phase.

Real Journeys are focusing the next stages of development around the existing facilities at the Homestead and Woolshed, which are adjacent to the main point of arrival at the Wharf.

This area lies within a natural valley and is relatively flat. The buildings are orientated north east to face the lake. Walter Peak mountain and Von Hill Peninsula provides some protection from the elements. Local climatic conditions vary from warm summer temperatures to cold winter days with possibility of frost and snow.



QUEENSTOWN AVERAGE RAINFALL

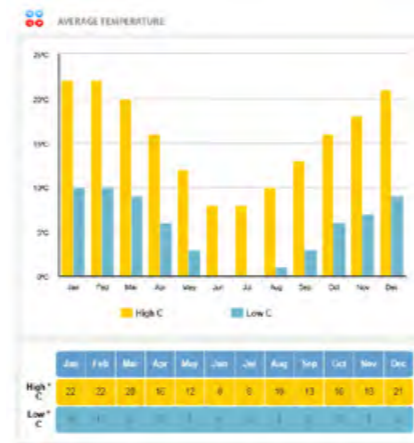


QUEENSTOWN WIND ROSE GRAPH

Wind direction distribution in (%) year



QUEENSTOWN AVERAGE TEMPERATURE



SUN & WIND - OBSERVED LOCAL CONDITIONS



WALKING DISTANCES & VISTAS



SITE RISKS





# THE MASTERPLAN

THE WIDER MASTERPLAN



SCALE: 1:4000@A3

EXISTING WALTER PEAK FARMLANDS

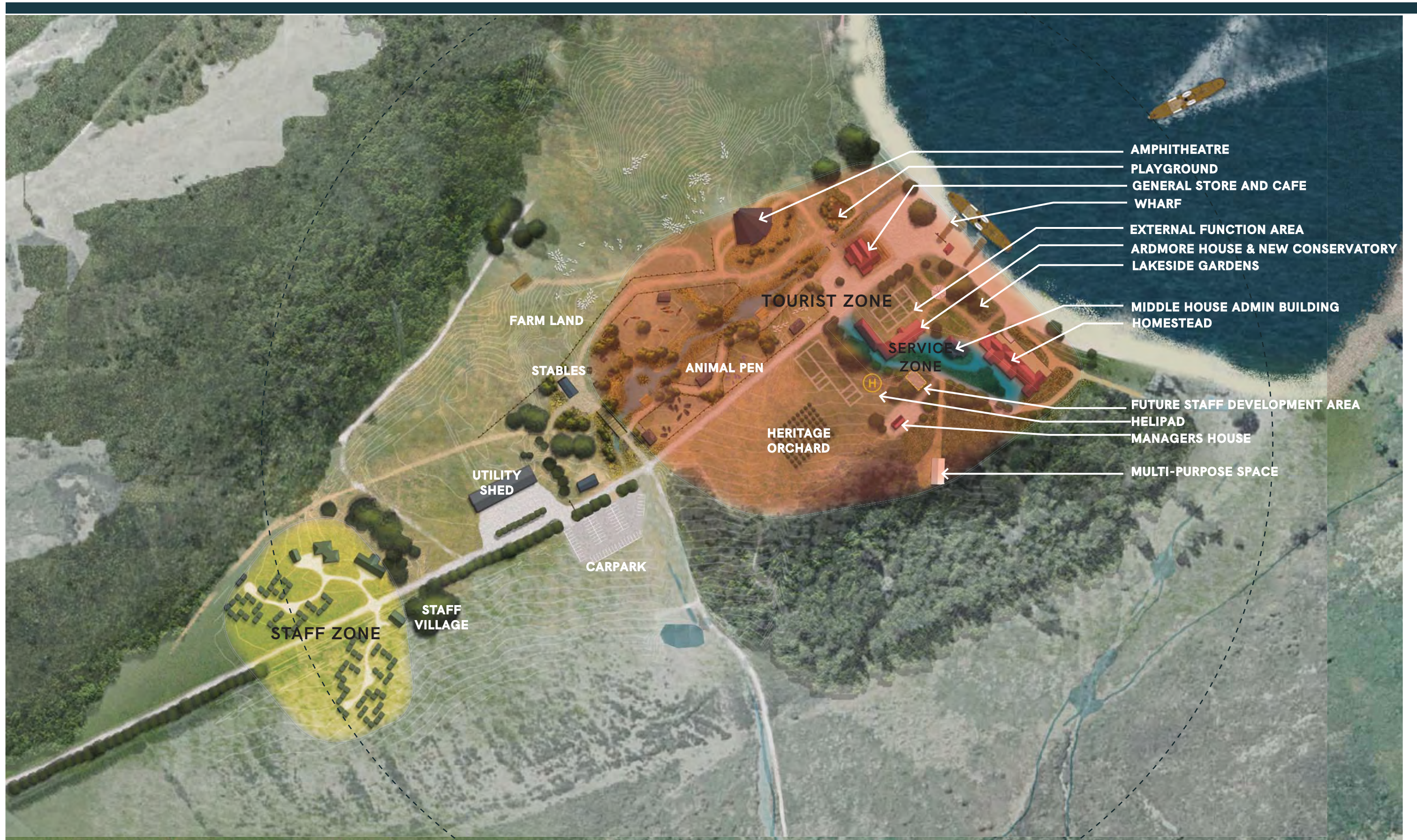




PROPOSED WALTER PEAK MASTERPLAN



PROPOSED ZONES



MASTERPLAN INSET: VISITOR & FARMLAND EXPERIENCE





# INFRASTRUCTURE

## INFRASTRUCTURE SUMMARY

Investigations, including 4 technical reports commissioned to assess the condition and capacity of the current infrastructure to meet the new development demands has recommended the majority replacement of the current infrastructure to support visitor growth. The upgrade of the infrastructure includes a 3 x 250 KW new diesel generation plant, new wastewater treatment plant, fire protection system and reticulation network, workers accommodation subdivision infrastructure and the new reticulation of all services including power, water, wastewater, telecommunications and storm water. A new lightweight utility shed is required to house the generators and plant equipment to support the site redevelopment. The shed will also house goods storage and include a workshop space.

The current power supply and wastewater treatment plant are at capacity and prior to the opening of new activities, (excluding the amphitheatre) and increase in visitor numbers the new infrastructure will be operational and is programmed to be live for the end of the second quarter 2018 calendar year.

The new wastewater treatment facility will be pond treatment located adjacent to the Walter Peak access road prior to the air strip exiting south. Retention and upgrading of the wastewater pump station at the lakeside is scheduled with the reuse of the trunk reticulation and irrigation pipework. The new power generators have been purchased and the relocation of existing generator shed has been incorporated into a new utilities shed which will be located adjacent to the Walter Peak road south of the current stable area.

To support the fire protection strategy of providing fire sprinklers to critical facilities only, including General Store, Ardmore House and the Colonel Homestead, a upgraded fire water reservoir or pumping system including a fire mains reticulation system has been budgeted.

To take advantage of effective construction coordination, maintaining security in operational supply, speed of delivery and successful management of construction health & safety it is intended for a single design consultant to complete the infrastructure design and a main contractor to undertake the infrastructure works.





## KEY FACILITIES



AMPHITHEATRE

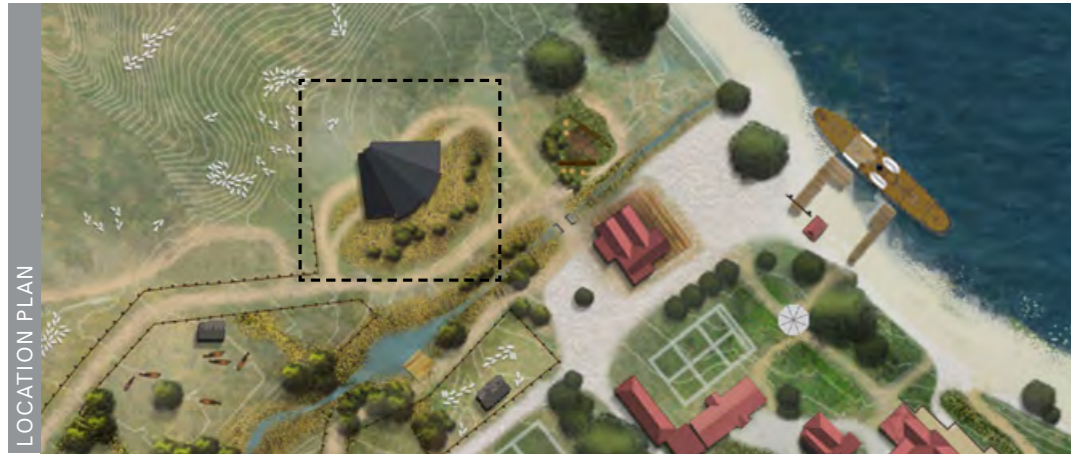
GENERAL STORE

ARDMORE HOUSE

MULTI-PURPOSE SPACE

STAFF VILLAGE

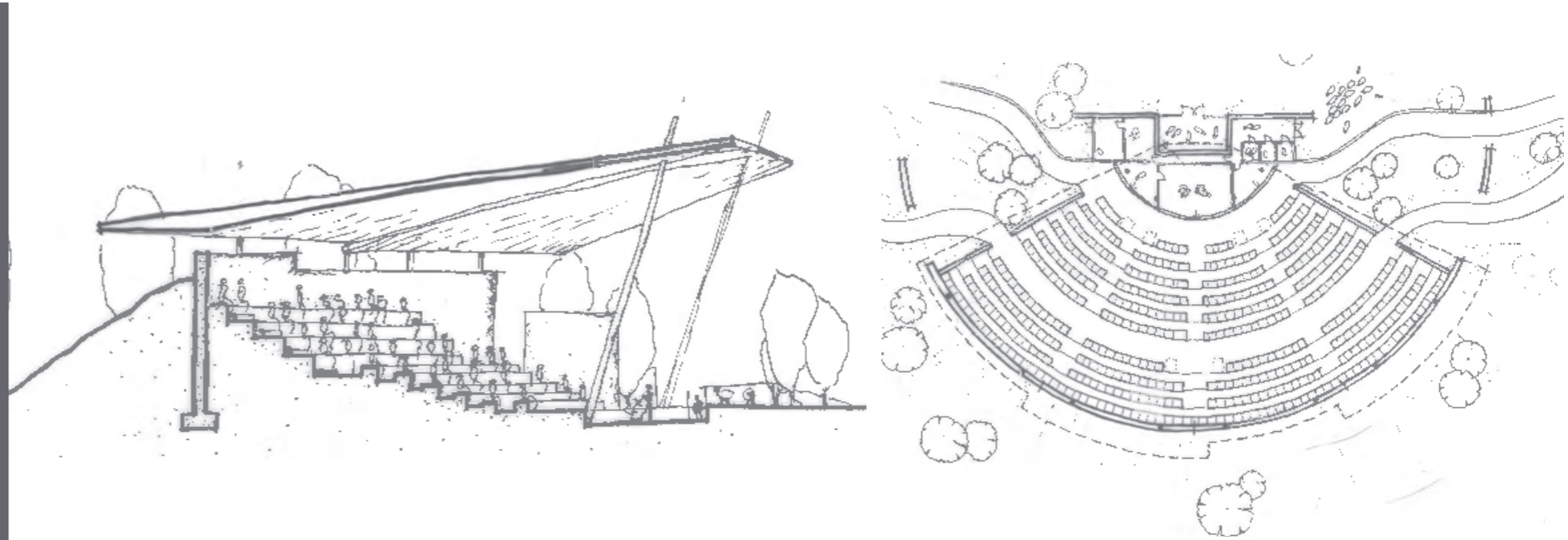




Area: 225 m<sup>2</sup>

The amphitheatre is a key part of the Walter Peak farm experience. The new amphitheatre will provide dog show experiences and sheep shearing demonstrations for visitors. Designed to seat 400 with the chance to witness working dogs herding sheep from the hills and controlling them into pens. The visitor will be able to watch a sheep being shorn and have the process of sheep rearing and farming described in a live show. The amphitheatre is to operate in conjunction with the wool shed which will provide the restroom facilities and sell light refreshments and be the main retain opportunity following the show.

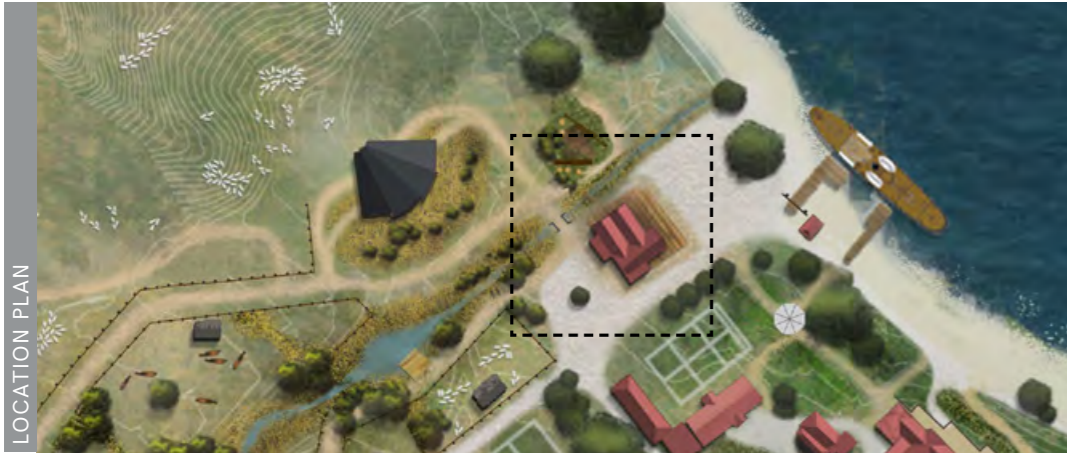
- 400 seat capacity with turfed expansion areas
- Seating focused on hillside, 'bowl' formation
- Zoned areas for partial occupation
- Potential for nigh time and other events
- Landscape formation to create amphitheatre appearance
- Iconic architectural design
- Hillside developed into landscaped grazing land as backdrop and lit for nigh time shows



CONCEPT DESIGN



# GENERAL STORE: PRE-CONCEPT DRAWINGS



LOCATION PLAN

**Area:** 200m<sup>2</sup> + verandahs/deck

The exiting 'woolshed' is set to be converted and extended to accommodate a shop, cafe, information desk and ticketing. The character of the building will be retained to reflect the character of a high country woolshed.

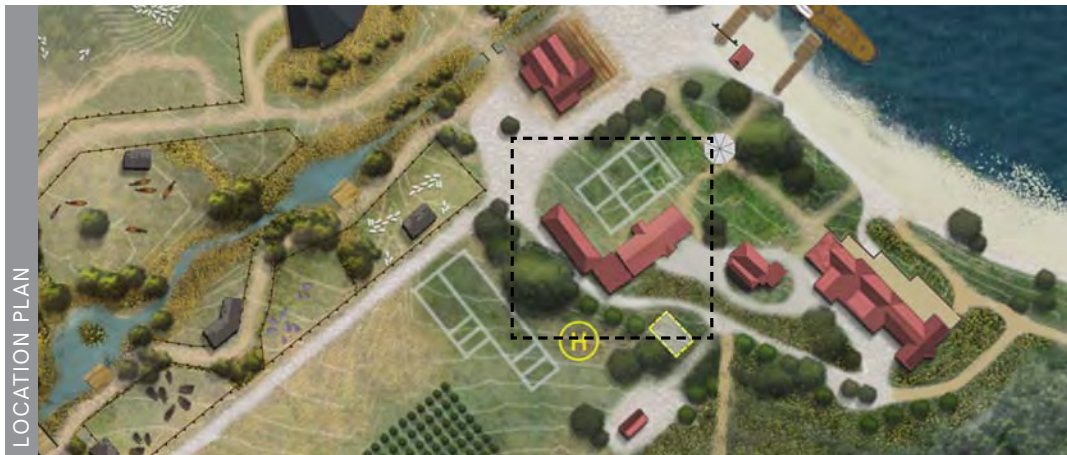
- Large flexible retail area
- Delicatessen counter and kitchen
- Possible use for event dining for 50
- Open deck for outdoor seating
- Last destination before departure
- Additional toilet facilities for amphitheatre
- Farm tour with morning & afternoon tea served (up to 150)
- Enables increased capacity Colonel Homestead



CONCEPT DESIGN & PRECEDENT IMAGES







**Area:** 405m<sup>2</sup> new conservatory + kitchen (Stage 1) & 300m<sup>2</sup> restoration (Stage 2)

The existing Ardmore House is a key heritage building on site which has been proposed for restoration with a new glazed conservatory extension designed to seat 150.

- New restaurant facility suitable for 150 covers
- Catering kitchen to serve 250 covers
- Restaurant facing manicured garden for parties
- Character restoration of existing building
- Ardmore House for functions, small conferences and events (daytime)
- Dining event (evening)
- Weddings



CONCEPT DESIGN & PRECEDENT IMAGES



# CHAPEL / MULTI-PURPOSE SPACE: PRE-CONCEPT DRAWINGS

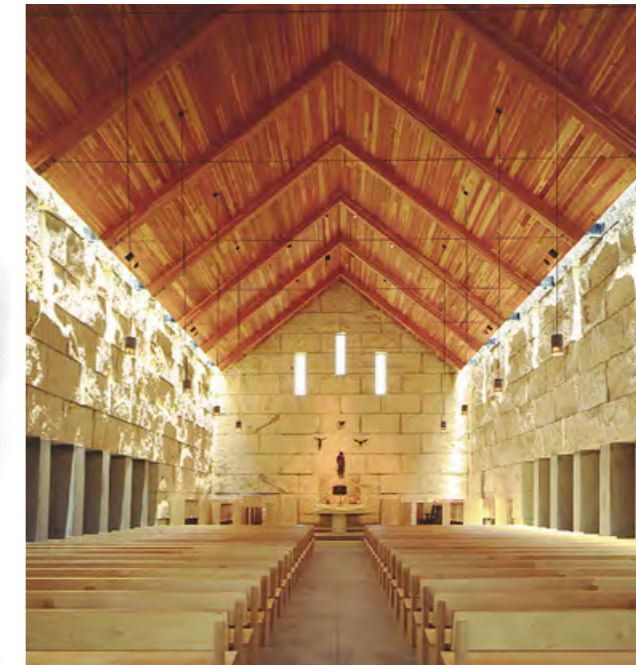
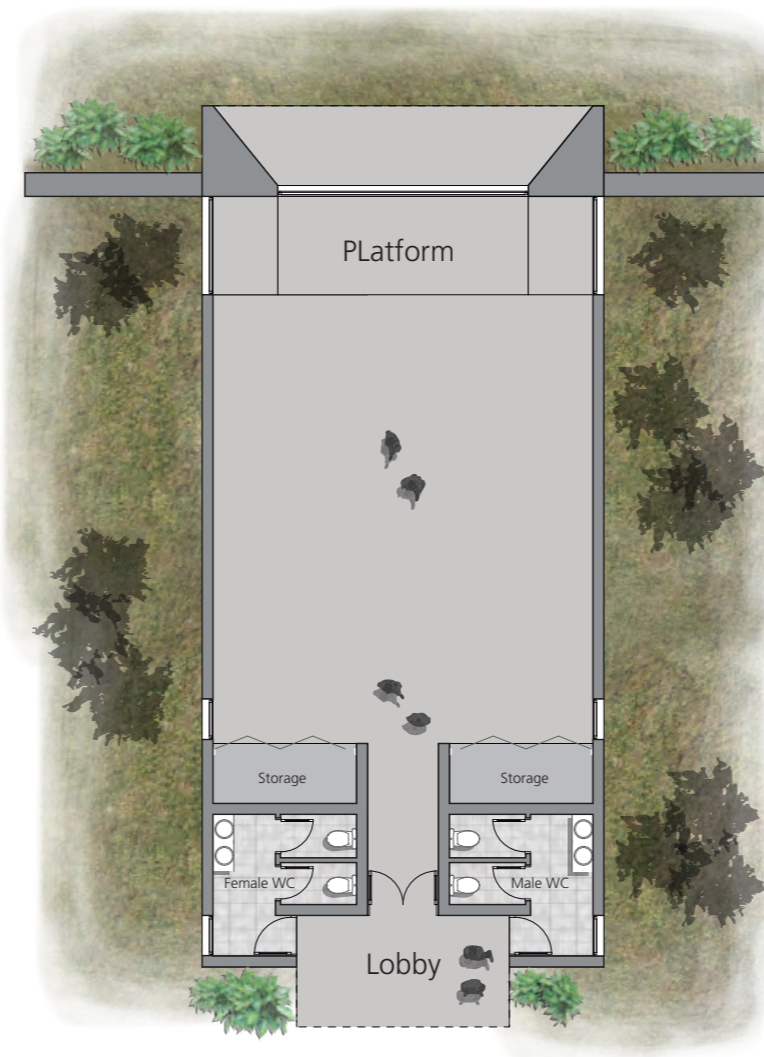


Area: 141m<sup>2</sup>

A potential multi purpose space which could be used for such events as weddings, calls for a photogenic location and unique structure that can host intimate events within and around it. The building is embraced by foliage on three sides to dramatise its setting and is ideally located close to Ardmore House for ease of access.

- Multi purpose non denominational space for events
- Suitable as a 'Chapel' use
- Views over Homestead and lake
- Buggy route to Ardmore House
- Architectural 'Gem'
- Capacity for 60-80 people
- Elevated and secluded position on site

CONCEPT DESIGN & PRECEDENT IMAGES



# PREFABRICATED STAFF VILLAGE & LAND MANAGER'S HOUSE: PRE-CONCEPT DRAWINGS



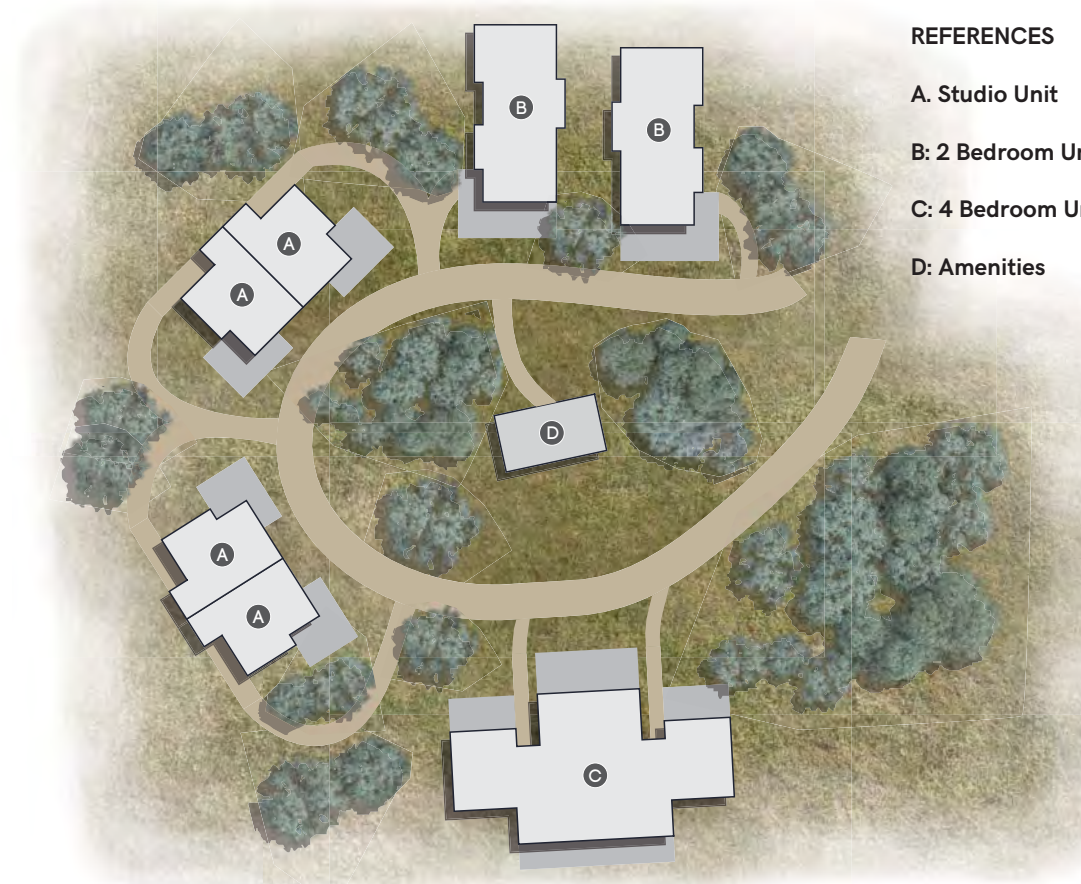
**Area:** As per individual plans, (10no beds)

Prefabricated New Staff Accommodation is proposed to be developed through a staged approach, with relocation of the existing staff accommodation to commence stage 1 supplemented with modular units.

The first stage will be developed to the SW of the access road where site risks are relatively low. Later stages will develop across the road. Future plan is for a total of 50 beds spread across the staff village situated away from public view and use. This may require some earthworks including bunding for protection against flooding.

- Prefabricated units
- 10 beds initially planned
- Land and Infrastructure Manager's Unit to be 2 bedroomed
- Create a staff village or community
- Attractive simple design
- Low maintenance

CONCEPT DESIGN & PRECEDENT IMAGES

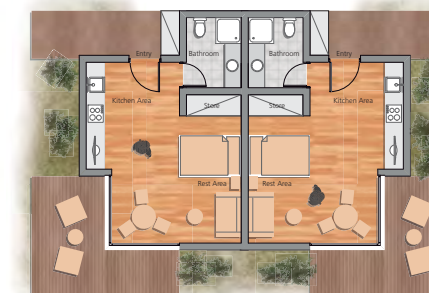


**REFERENCES**

- A. Studio Unit
- B. 2 Bedroom Unit
- C. 4 Bedroom Unit
- D. Amenities



Caretaker's Villa  
Area: 69 m<sup>2</sup>

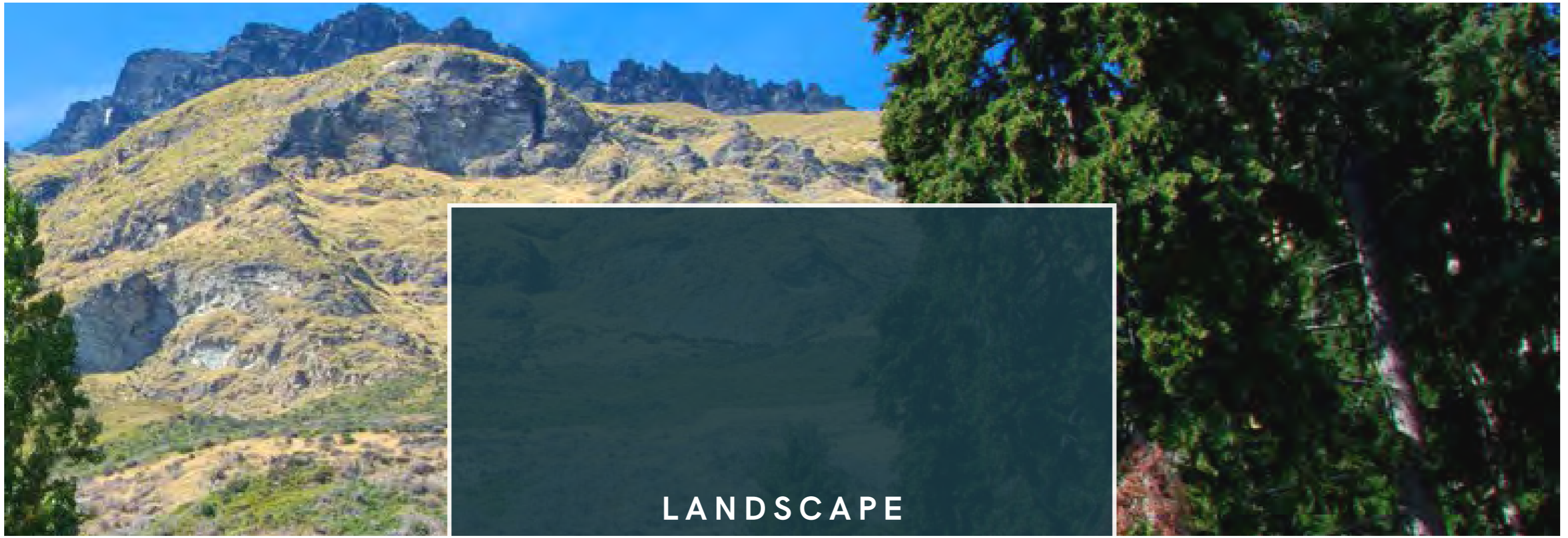


A. Typical 2 Bed Room  
Studio Unit  
Area: 37 m<sup>2</sup>



B. Typical 4 Bedroom Unit  
Area: 147 m<sup>2</sup>



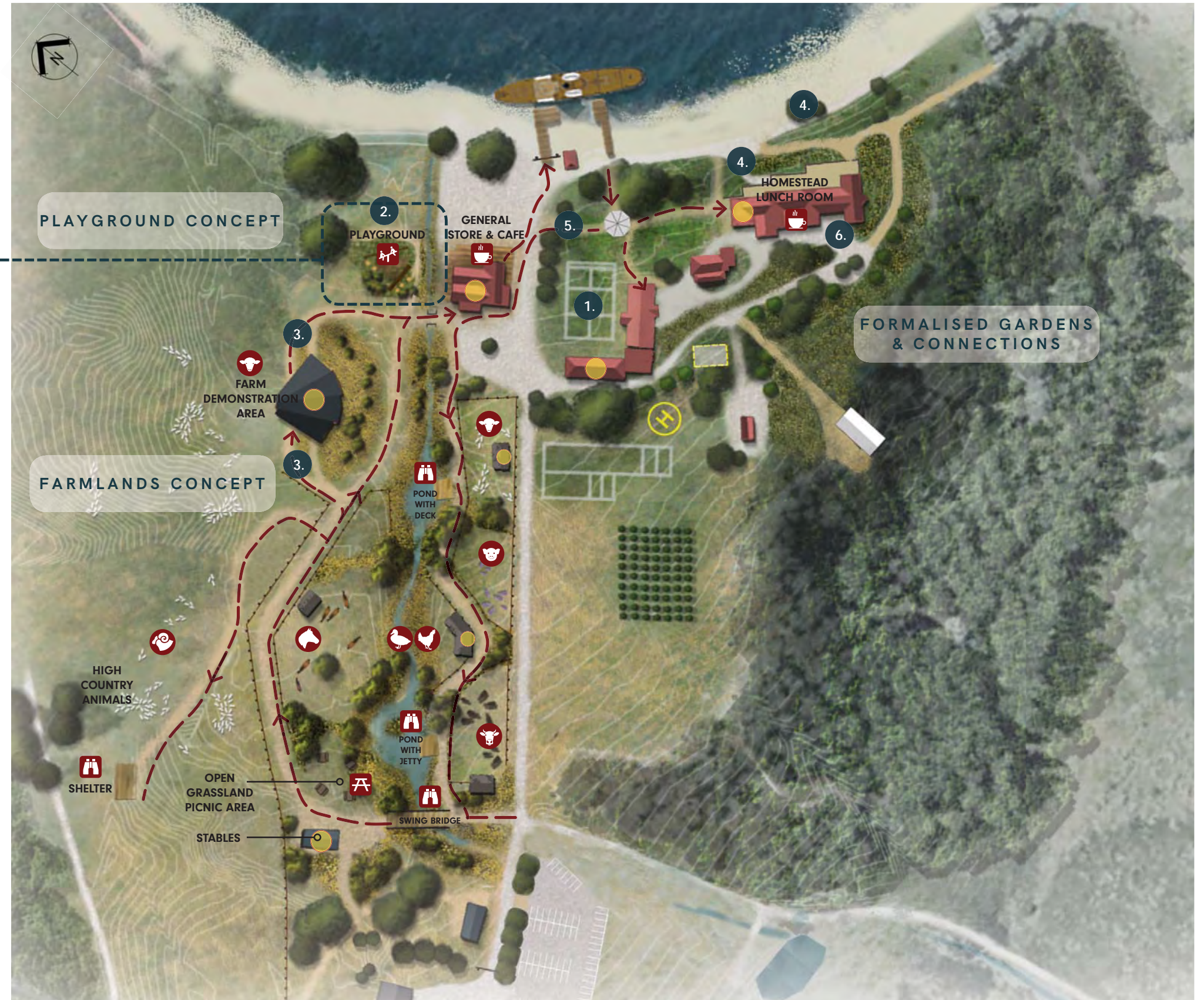


LANDSCAPE





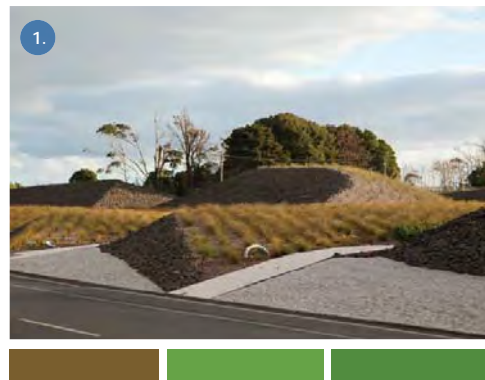
3. PLAYGROUND CONCEPT - INSET



# LANDFORM AND PLANT STRUCTURE

## MOUND PLANTING

Chionochloa rubra planted in mass across the Amphitheatre mound to fit into the surrounding landscape and provide the mound with life and movement in the wind.



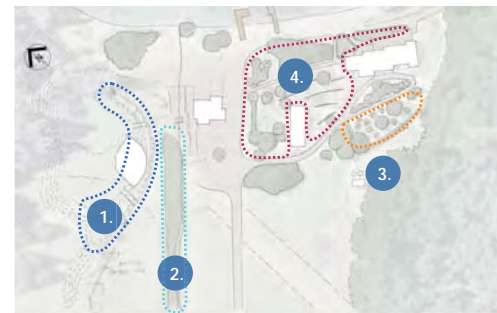
## NATIVE STREAM PLANTING

Low native riparian planting buffer along the stream edge using species from the local ecological region.



## PRODUCTIVE LANDSCAPE PLANTING

Provide a specific area which combines all of the productive planting on site. Inclusion of fruit trees, vegetable gardens and a propagation house for food production that can be used for meals in the café/restaurant. Selection of fruit trees to include heritage fruit trees to establish a heritage, traditional orchard.



## RETAINING COTTAGE GARDEN CHARACTER

Walter Peak Homestead has a well-established cottage garden with a range of exotic plants and deciduous trees. The masterplan proposes to retain the cottage garden character close to the homestead, Ardmore House and terraced lawn area with a continuation of the plant palette existing on site.



## HIGH COUNTRY FARM TOUR CONCEPT

This journey will replicate the life cycle of a high country sheep from paddock to pen. The farm tour will provide a high country muster experience for visitors - the people will 'muster' (explore) the hill country and associated animals before taking a rest at the high country hut settlement for a picnic. Then it is on to explore the smaller animals closer to the homestead before finishing up by being 'rounded up' into the sheep yards and into the woolshed to be shorn.



## ANIMAL AREAS

Animal pens, yards and paddocks for viewing and interacting with the animals.



## WAYFINDING AND INTERACTION

Wayfinding will lead the visitors around the farm park with ease and provide some information on each of the animals. There will be constant interaction with animals:

- along the pathways;
- getting into the pens with smaller animals;
- feeding times;
- viewing and patting animals.

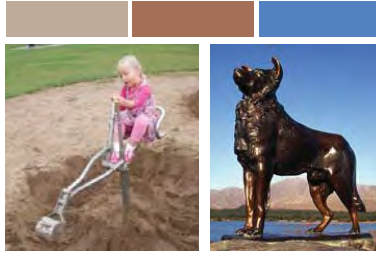


LANDFORM AND PLANTING



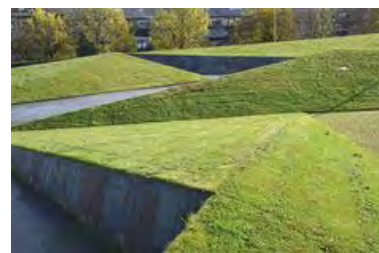
1. LAWN TERRACE AND FUNCTIONS

Ardmore House opens out onto private terraced lawn to accommodate functions.



2. PLAYGROUND

Playground elements that interact with the view, integrate with surrounding mound, use on site materials and speak to the Walter Peak rural landscape.



3. PASSING THROUGH THE MOUND

Similar to the movement of sheep on their way to the woolshed this channelled pathway through the mound would create a strong impression for tourists. Tourists are drafted through into the amphitheatre for the Farm show

KEY LANDSCAPE FEATURES



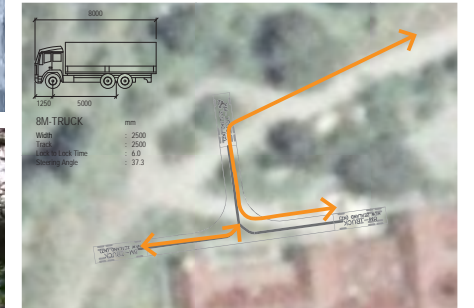
4. ACCESS TO THE HOMESTEAD

Before and After imagery displays the new access - and how it could tie in with existing site features.



5. FORMALISING CONNECTIONS

Before and After imagery displays an improved connection between the Woolshed and the Homestead. Drawing upon the schist rock that is characteristic of the area.



6. IMPROVING SERVICE CONNECTIONS

Before and After imagery displays the new access to the kitchen area of homestead. Potential to use louvretec roof removed from front patio as cover for kitchen staff.



## PROCUREMENT STRATEGY

The procurement strategy has been developed to maximise the opportunity to maintain competitive tension within the construction market and optimise the management and administration required to implement and execute the programme of works. 3 types of procurement methodologies have been adopted and include the traditional design and then construct utilising separate suppliers, design and build from a single supplier and Quotation.

Criteria used in the assessment included, value of works, complexity of works, capacity and capability of market and suppliers, In-house resource availability and capability, Risk profile and management, Cost of management and administration.

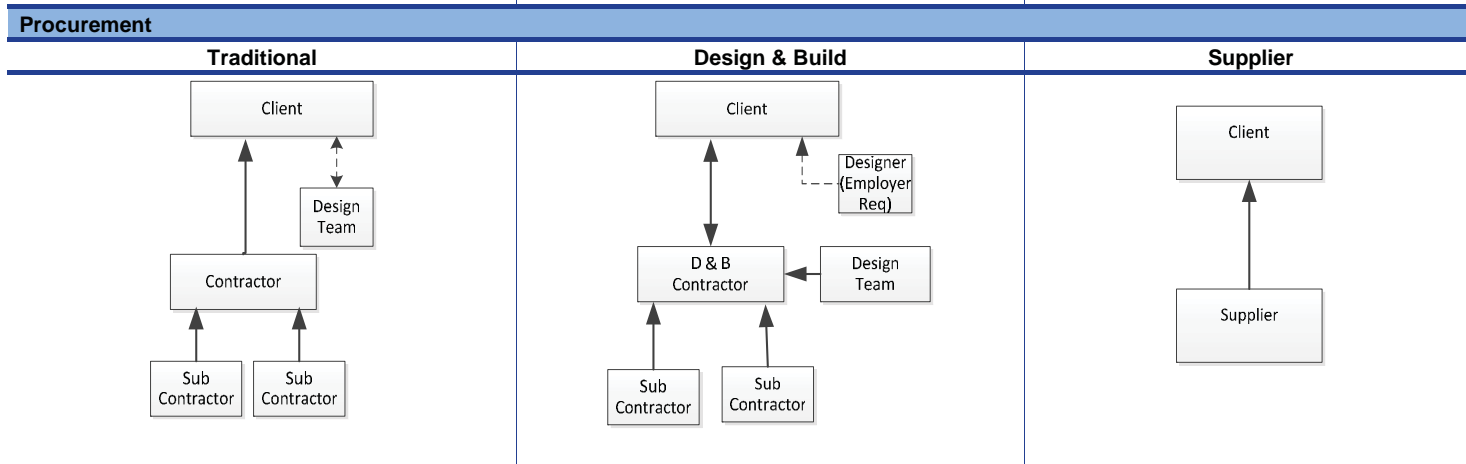
The following procurement strategy matrix has been developed to implement the programme of works:

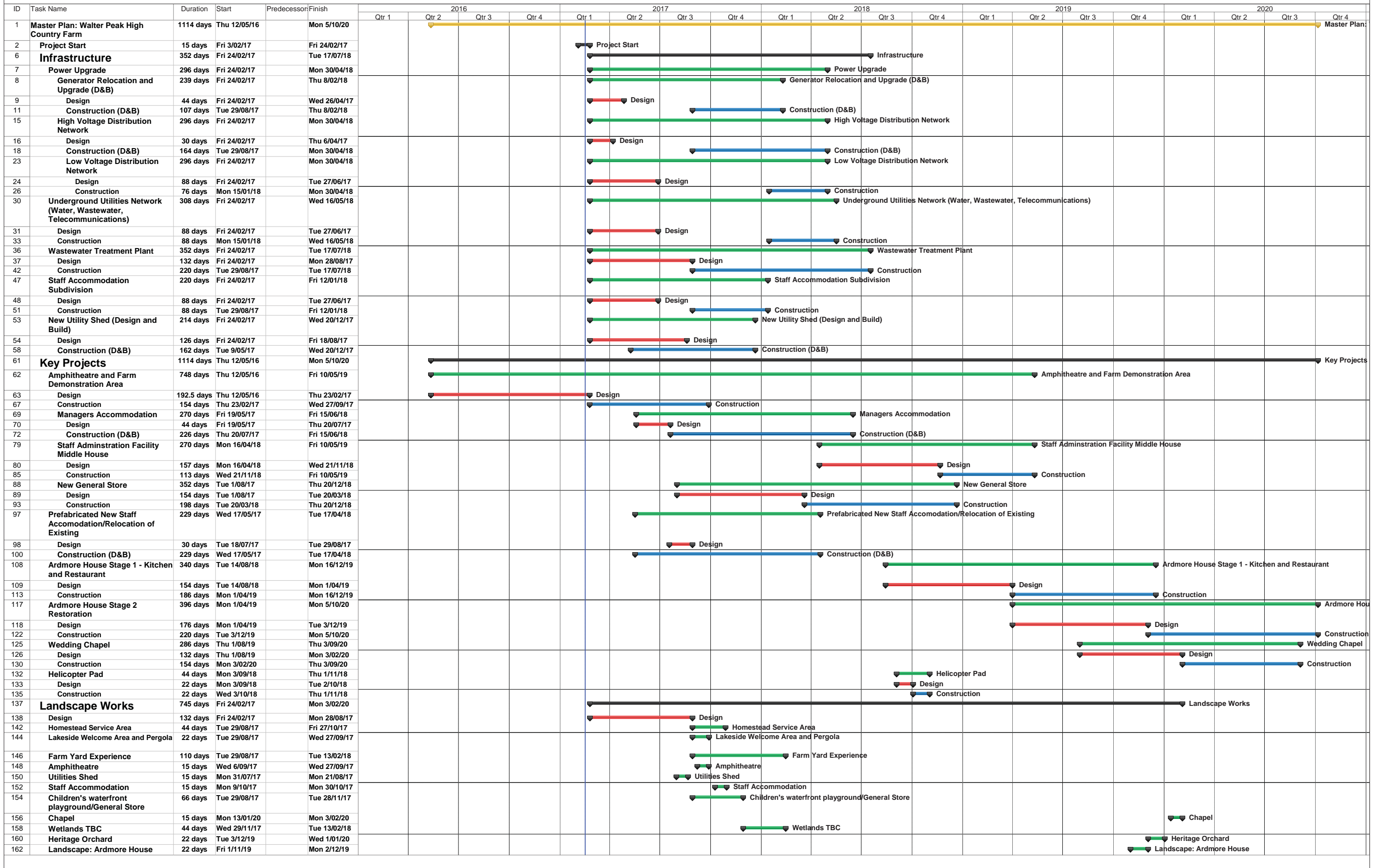


Project	Procurement Method	Procurement	Consultant Support Role
<b>RFP</b>			
Utility Shed	RFP	D&B	Support for "employers requirements"
<b>Tender</b>			
Infrastructure (Power, Water, Wastewater, Drainage, Fire, Communications)	Tender (Contractor Lead)	Traditional	Design to Contract Documentation & Specifications Construction Management Services
Staff Village : Site Sub-Division (Greater Site)	Tender	Traditional	Support Re-location Village Design – Construction Guidelines and Masterplan Infrastructure Design and Construction Management Services
Ardmore House Stage 1	Tender	Traditional	Design to Construction Drawings Construction Management Services
Ardmore House Stage 2	Tender	Traditional	Design to Construction Drawings Construction Management Services
General Store	Tender	Traditional	Design to Construction Drawings Construction Management Services
Service Area to Homestead & Ardmore House	Tender/Negotiated	Traditional	Design to Construction Drawings and Specifications
Middle House Administration Office	Tender	Traditional	Design to Construction Drawings Construction Management Services
Amphitheatre	Tender	Traditional	Construction Management Services
<b>Quote</b>			
Staff Village:Houses	Quote	Supply	Supply by Group Housing Company No Design Services
Staff Village: Managers House	Quote	Supply	Supply by Group Housing Company No Design Services
Farm Experience	Quote	Mix	Concept Landscape Design
Playground	Quote	Mix	Concept Design
Landscape & Way Finding	Quote	To be defined	Concept Landscape Design
Chapel/Multi Purpose	Quote	Traditional	Design to Construction Drawing and Specifications Construction Management Services

**Keys:**

Procurement Method		
RFP	Quote	Tender
Real Journeys Manage Procurement Preselected Contractors/Suppliers Beca to provide additional information as required	Real Journeys Manage Procurement Preselected Contractors/Suppliers	Consultant Managers Procurement and produces Contract Documentation Open or Preselected Contractors Real Journeys overview process







# OPERATIONAL RISK ANALYSIS

An operational risk assessment workshop was held by senior management and Beca. The following matrix has been developed to inform future programme management, design and operational management and it identifies high level hazards and requirements for mitigation measures.

**Scope:** Identification of high level hazards and requirements for mitigation measures. These requirements will inform future design work and operational planning.

Risk ID	Risk Title	The Risk	What are the consequences of the event?	Established Controls	Risk Mitigation Actions
<b>1</b>	<b>Physical Hazards</b>				
1.1	Water (Lake, ponds)	People can fall/venture into water hazards	Risk of injury Drowning Hypothermia		Barriers will be created blocking access to water Life saving devices in close proximity to water on jetties and decks Fencing or barrier planting around affected areas Appropriate signage
1.2	Heights	Falling from un-barriered heights (man-made structures)	risk of injury/death from falling from height		Any drop over 1.2m will be designed with appropriate barriers or other separation measures
1.3	Hazardous Materials	LPG gas and diesel and other hazardous materials kept onsite including pesticides and weed control chemicals Potential for leaking materials	Fire Accidental explosion Environmental contamination Injury/Death		Appropriate storage locations and security for storage Labelling in line with requirements of HAZNO legislation
1.4	Biohazards	Animal excreta contaminating public areas Potential environmental hazard	Visitor sickness from contact with animal excreta Environmental contamination		Hand sanitation stations for visitors Design for management of animal excreta
1.5	Animals	Contact with animals leading to risk of injury from animal bites, scratches, physical contact	Injury, infection		Enclosed areas for animals Appropriate supervision and training Operational requirement for animal health management
1.6	Public Road	Vehicles on public road in visitor areas are hazardous to pedestrians	risk of injury, death		Design a car park at boundary to tourist zone and restrict vehicle access to tourist zone to make road in tourist area pedestrian access only Consider moveable gate or barrier access on public road to control vehicle movements in tourist zone
1.7	Animal Movement	Manual movement of sheep to sheep shearing demonstration at amphitheatre	injury to visitors		Design system by which sheep can safely be moved to and from amphitheatre
1.8	Surface Treatments	Slip/fall risk on exterior walkways when icy or wet	injury/discomfort from fall		design with appropriate surface treatments for exterior surfaces to minimize slip risk
1.9	Electrical	Access to electrical network generator or distribution systems and malfunction	fire hazard, risk of electrical shock		Design to electricity act requirements Appropriate security and barriers around electrical systems
1.10	Manual Handling	Manual movement of materials and supplies from wharf to storage and service areas and waste return	Risk of injury to visitors and staff Disruption of supply distribution Product quality Ability to maintain high level of visitor excellence		Consider path layouts, designs, and separation of areas to minimize risk
<b>2</b>	<b>Weather</b>				
2.1	Strong winds	Falling branches/damage from large trees	Injury to visitors, damage to structures		Appropriate building and structure design Regular pruning (operational maintenance) Undergrounding of services (e.g. power lines)
2.2	Dust	Wind blown dust	injury/discomfort to visitors		Mitigation through design (type of road surface) Operational maintenance (i.e. regular irrigation of paths/roadways)
2.3	Heavy Rain	Flooding of stream beds	discomfort to visitors, risk of injury, disruption of events		Appropriate design taking into account no-build area with flood management for stormwater
2.4	Heavy Snow	Snow loading damage to buildings; slide of snow onto people from roof	injury to visitors, disruption of events		Design to building code for appropriate snow load Building roof design around entranceways Operational plan for clearing of pathways and road Operational plan to keep trees pruned
2.5	Heavy Rain	People caught in rain due to insufficient shelter	Visitors become wet Discomfort, potential health risk Reduced visitor experience		Ensure there are enough shelter areas for people on rainy days Operational management strategy for visitor shelter requirements
2.6	Freezing Cold	Freezing of water, fire water, and sewage systems icy paths and roads	disruption to services, discomfort for visitors		Appropriate design to mitigate ice formation on pathways Avoiding use of metal handrails Protection of service systems (water, stormwater) from freezing
2.7	Adverse Weather	Animal exposure to heavy rain, snow, freezing conditions	Risk to animal welfare and health		Provision of adequate shelter for animals in adverse weather conditions
2.8	Avalanche/Landslide	Weather event causes avalanche or landslide	risk to people and buildings		Locate buildings out of avalanche or landslide potential areas Identify flowpaths and consider in design Design appropriate berms or bunds
2.9	Heat	Overexposure to sun and heat from lack of awareness and/or shelter	risk of sunburn/heatstroke		Design adequate shelter for people in gathering places Implement in operational planning
<b>3</b>	<b>Visitor Activities</b>				
3.1	Low/No Light	People moving around the site in evenings or at nighttime with no or low light can collide with objects or be hit by a vehicle	risk of injury Ability to maintain visitor experience		Appropriate lighting required in design
3.2	Safe Movement of People	Movement of group of people between areas en masse Potential for confusion, loss of way, straying into hazardous areas	risk of injury		People movement plan Design to account for large numbers of people moving and congregating Appropriate signage
3.3	Flowing Stream/ponds	Contamination of waterway by animal excreta Children/visitors access water and are exposed to potential contaminants from animal excreta in water	risk of contamination leading to illness		Operational plan and design for containment and management of animal waste
3.4	Fatigue	Visitor fatigue Overexertion, insufficient food/water/ not enough rest	risk of injury, discomfort to visitors		Design rest areas in appropriate places with seating and drinking foundations

**Scope:** Identification of high level hazards and requirements for mitigation measures. These requirements will inform future design work and operational planning.

Risk ID	Risk Title	The Risk	What are the consequences of the event?	Established Controls	Risk Mitigation Actions
3.5	Hygiene	Visitors not finding toilets or experiencing overly long queues Visitors toileting in inappropriate areas	Discomfort to visitors Environmental contamination Reduced visitor experience		Consideration of quantity and locations of toilets and hand-wash areas appropriate for visitor numbers and area
3.6	Horse Stables	Visitors can be injured by horses. Inadequate fencing or zoning	injury Reduced visitor experience		controlled access to stable considered in design Ensure adequate barriers and fencing in place appropriate to separate horses from visitors
3.7	Bike Shed	Visitors accessing bike shed Visitors need to cross public road to go from bike shed to trails	Injury by collision with vehicle on road Regulatory penalties		Design safe access to bike shed-- consider relocation on other side of public road and create safe access to bike trails Controlled access
3.8	Electrical Bikes	Collision with pedestrians, obstacles, vehicles or other bikes	Injury or death		Clear delineation of bike-accessible trails Consider location of bike shed and suitable trails Design and construction operational plan for control of use, safety equipment, guidance to tourists etc.
3.9	Playground	Playground is unsupervised Children are using playground	Injury from fall, trip or collision		Design as unsupervised playground Appropriate signage stating 'unsupervised playground' Design to playground standards
3.10	Orchard	Children climbing and falling from trees Public eating and picking fruit	Injury Illness		Consider separation and signage Consider choice of planting (only edible)
<b>4</b>	<b>Visitor Actions</b>				
4.1	Visitor Health Problems	Visitor falls ill on site	Illness Potential risk to other visitors		establish visitor first aid room on site and resting place with defibrillator (design-- close to exit points) or access for emergency services
4.2	Smoking	Visitors smoking	Fire		Limit smoking to designated areas with receptables (design of specific smoking areas)
4.3	Swimming	People swimming in lake Potentially near wharf and in contaminated areas	Drowning, hypothermia Impact with Earnslaw		Management plan Appropriate signage
4.4	Overcrowding	Too many people in one place due to inadequate resource/space	Discomfort to visitors Risk of injury Reduced visitor experience		Design for 2,500 per day and 400 at a time People management plan
4.5	Criminal Behaviour	Vandalism Theft Threats Abusive behaviour	Property damage Risk to visitor wellbeing		Consider video surveillance system with security alarms Access control Locks when not in use
4.6	Wandering	Visitor entering farm and service activity areas and encountering hazardous situations (e.g. vehicle movement)	Injury or death		Clear separation, signage and access controls between tourist, service and farming zones Wayfinding signage design
4.7	Language Barrier	Visitors with limited English capability not understanding signage/instructions and putting themselves at risk	Injury		Multilingual signage and printed information Pictorial signs where appropriate
<b>5</b>	<b>Emergencies</b>				
5.1	Fire	Fire to vegetation of buildings by electrical fault, cigarette, lightning, barbecue, etc.	fire; danger to property and life	Fire protection plan Designated assembly point	Extend Fire protection plan to allow for new and extended facilities Sprinklers to be installed for homestead, Ardmore House, general store and café Consider extension of sprinkler installation to Utility
5.3	Fire	Spread of fire because of inadequate water supply	Risk to buildings Danger to property and life		Adequate storage and redundancy water supply system for fire situation
5.4	Earthquake	Damage or collapse of buildings and services	Property damage Risk of injury/death	Designated assembly point	Design for building code Operations plan in place for earthquake event
<b>6</b>	<b>Transportation</b>				
6.1	Earnslaw breakdown	Large groups of people stranded on site for several hours up to overnight	Discomfort to visitors Disruption to services	Operational management plan	
6.2	Helicopter	Helicopter arriving to site colliding with structures, vegetation, and/or people	risk of injury/death		Demarcation and selection of allocated safe landing pad Removal of overhead powerlines Consultation with CAA to comply with requirements
<b>7</b>	<b>General</b>				
7.1	Power Failure	Loss of power supply due to failure at generating system	Disruption of services Discomfort to visitors		Design for redundancy required
7.2	Water Failure	Loss of water supply	Disruption of services Discomfort to visitors		Design for redundancy and storage required
7.3	Sewage Treatment Failure	Sewage leak or water pump failure	biohazard - risk of contamination, illness Bad odours		Design to fail-safe requirements, consideration of temporary facilities Add redundancy in systems
7.4	Communication Failure	Disruption to communication network	disruption to services Safety hazard if an emergency		Design for redundancy and back-up systems

