
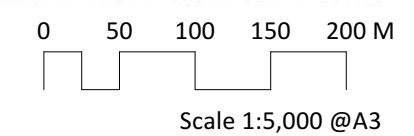




LEGEND

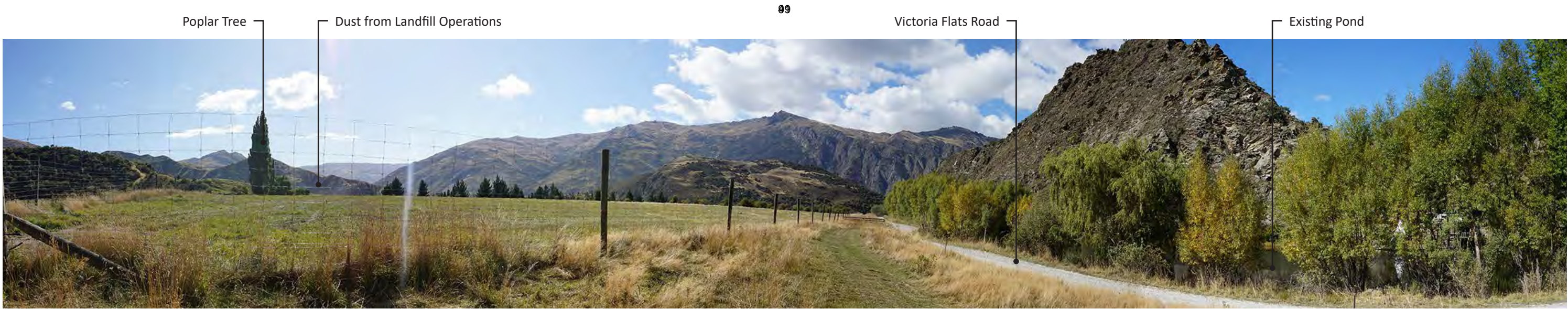
- District Boundary
- Property Boundary
- Proposed Storage Boundary
- Parcel Boundaries
-  Site Photo Location



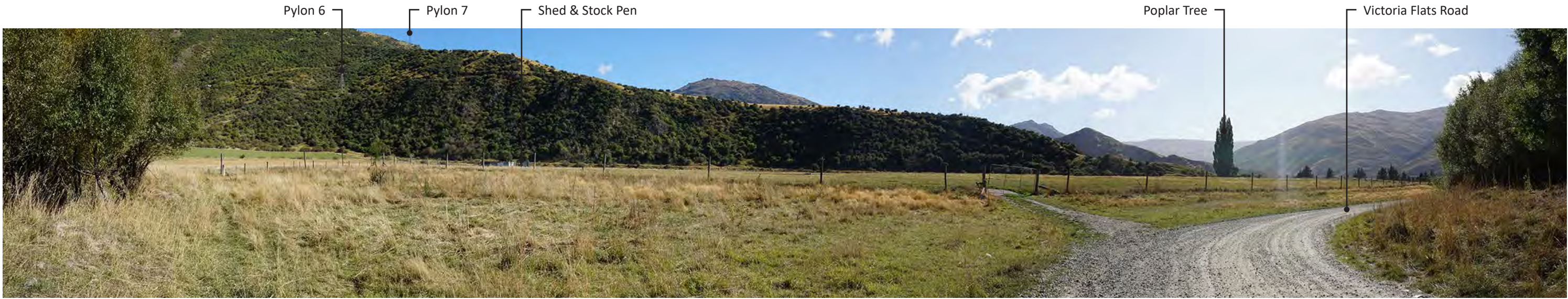
QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

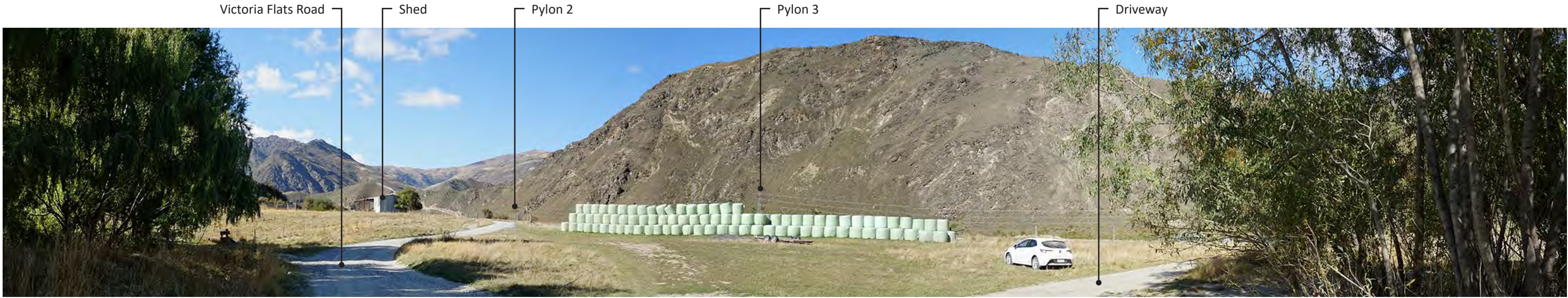
Tuesday, 15 November 2022



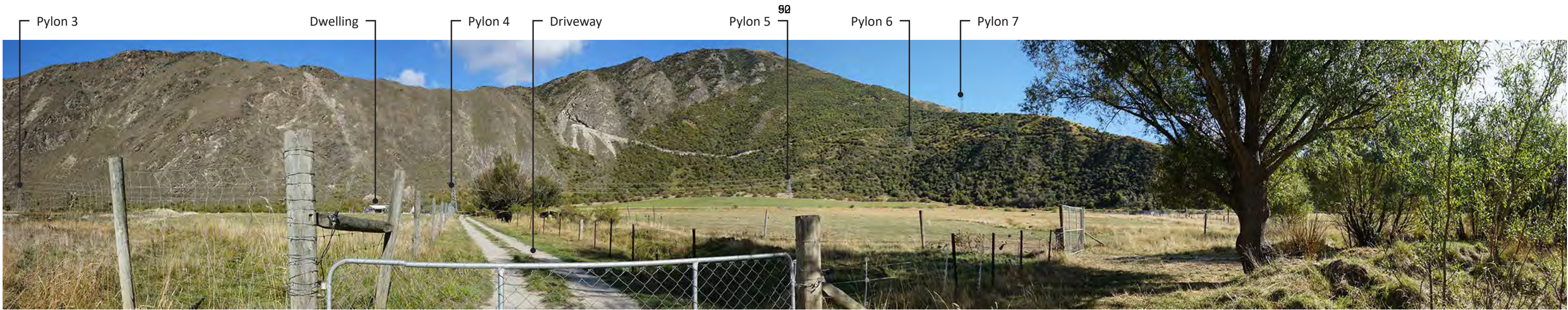
Site Photograph 1: From adjacent to the existing pond, view to the East



Site Photograph 2: From Intersection of Victoria Flats Road with the existing driveway, view to the North



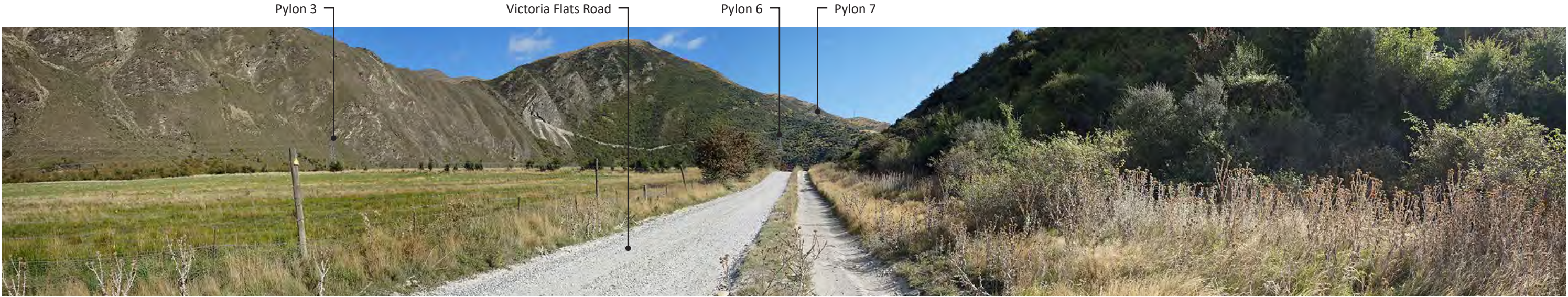
Site Photograph 3: From Intersection of Victoria Flats Road with the existing driveway, view to the South



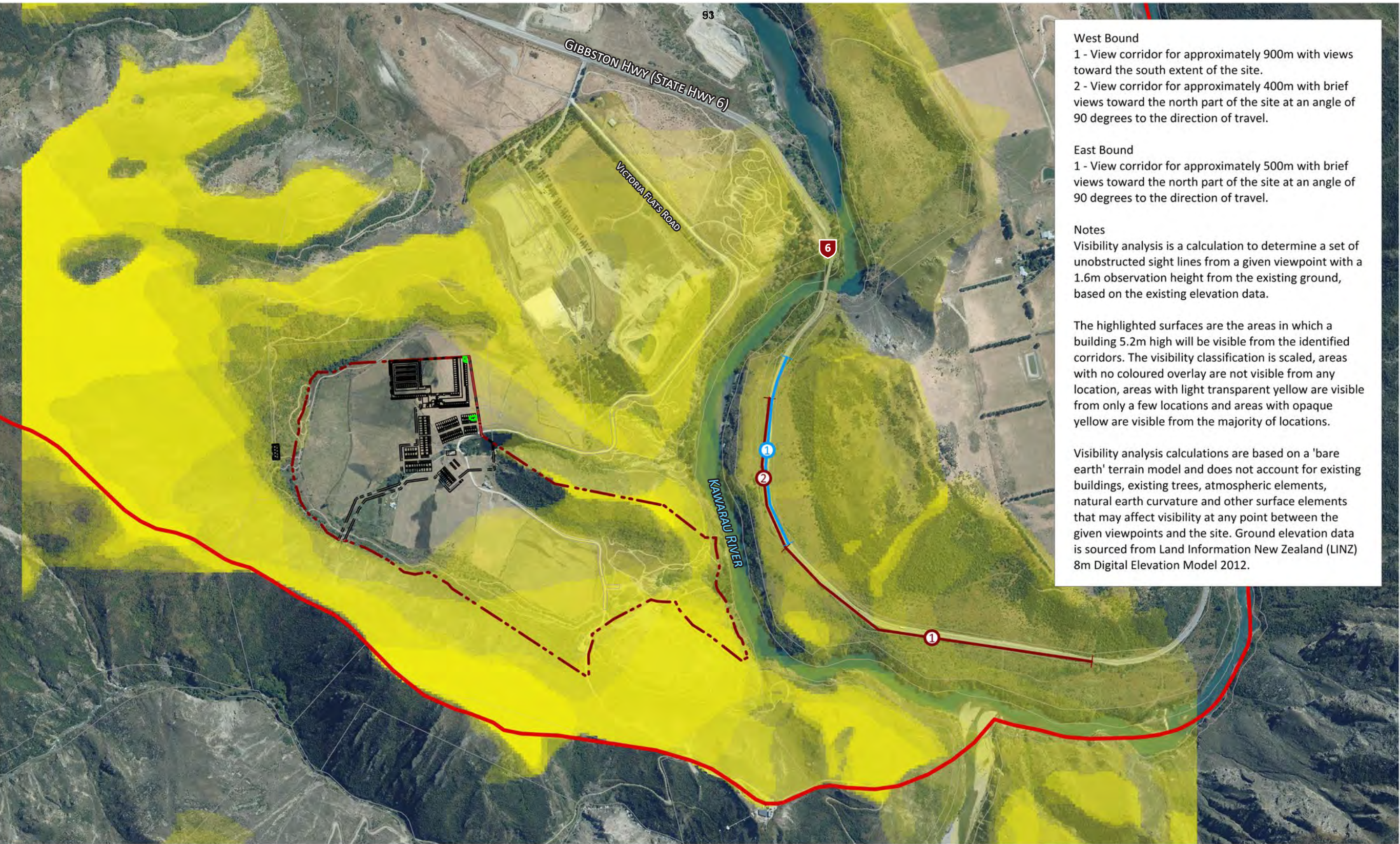
Site Photograph 4: From Intersection of Victoria Flats Road with the existing driveway, view to the West



Site Photograph 5: From Victoria Flats Road, view to the West



Site Photograph 6: From Victoria Flats Road, view to the West



West Bound
1 - View corridor for approximately 900m with views toward the south extent of the site.
2 - View corridor for approximately 400m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

East Bound
1 - View corridor for approximately 500m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

Notes
Visibility analysis is a calculation to determine a set of unobstructed sight lines from a given viewpoint with a 1.6m observation height from the existing ground, based on the existing elevation data.

The highlighted surfaces are the areas in which a building 5.2m high will be visible from the identified corridors. The visibility classification is scaled, areas with no coloured overlay are not visible from any location, areas with light transparent yellow are visible from only a few locations and areas with opaque yellow are visible from the majority of locations.

Visibility analysis calculations are based on a 'bare earth' terrain model and does not account for existing buildings, existing trees, atmospheric elements, natural earth curvature and other surface elements that may affect visibility at any point between the given viewpoints and the site. Ground elevation data is sourced from Land Information New Zealand (LINZ) 8m Digital Elevation Model 2012.

LEGEND

- District Boundary
- Proposed Storage Boundary
- ZTV Analysis Corridor - West Bound
- ZTV Analysis Corridor - East Bound
- Potentially Visible Buildings
- *buildings of or over the ZTV analysis height which are within the highlighted potentially visible area

VISIBILITY SCALE

0 1 2 3 4 5 6 7 8

Not Visible → Highly Visible

0 100 200 300 400 500 M

Scale 1:10,000 @A3

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022

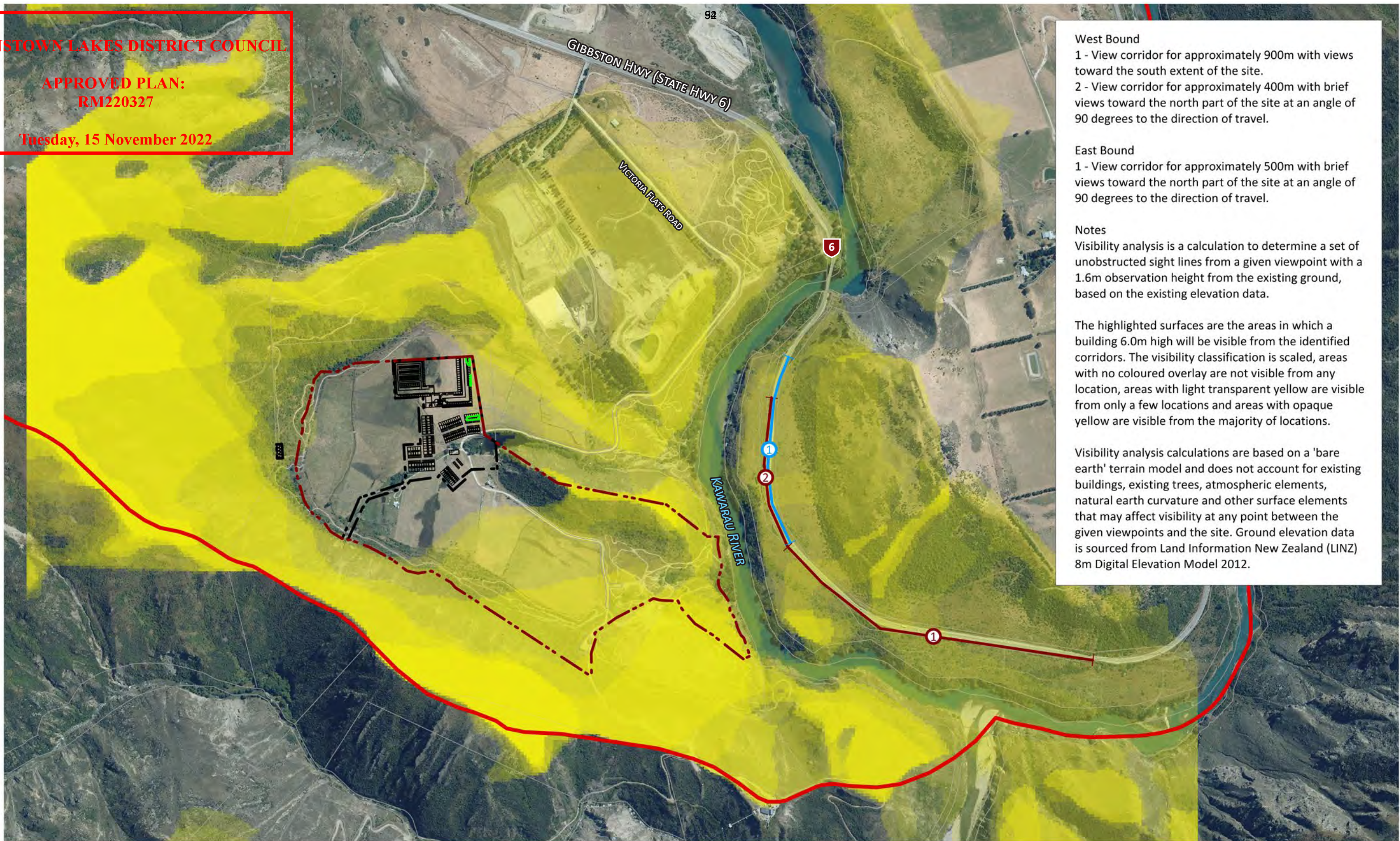
ROUGH MILNE MITCHELL
LANDSCAPE ARCHITECTS

Data Source: Land Information New Zealand (aerial & parcel boundaries)
Stats New Zealand (district boundary)
dee bee cubed (architectural concept plan)

Zone of Theoretical Visibility Analysis - 5.2 M

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3 November 2022

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West Bound

- 1 - View corridor for approximately 900m with views toward the south extent of the site.
- 2 - View corridor for approximately 400m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

East Bound

- 1 - View corridor for approximately 500m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

Notes

Visibility analysis is a calculation to determine a set of unobstructed sight lines from a given viewpoint with a 1.6m observation height from the existing ground, based on the existing elevation data.

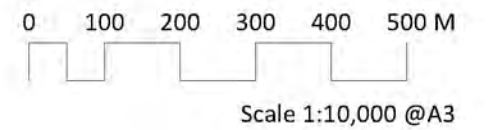
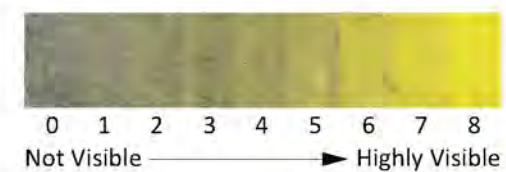
The highlighted surfaces are the areas in which a building 6.0m high will be visible from the identified corridors. The visibility classification is scaled, areas with no coloured overlay are not visible from any location, areas with light transparent yellow are visible from only a few locations and areas with opaque yellow are visible from the majority of locations.

Visibility analysis calculations are based on a 'bare earth' terrain model and does not account for existing buildings, existing trees, atmospheric elements, natural earth curvature and other surface elements that may affect visibility at any point between the given viewpoints and the site. Ground elevation data is sourced from Land Information New Zealand (LINZ) 8m Digital Elevation Model 2012.

LEGEND

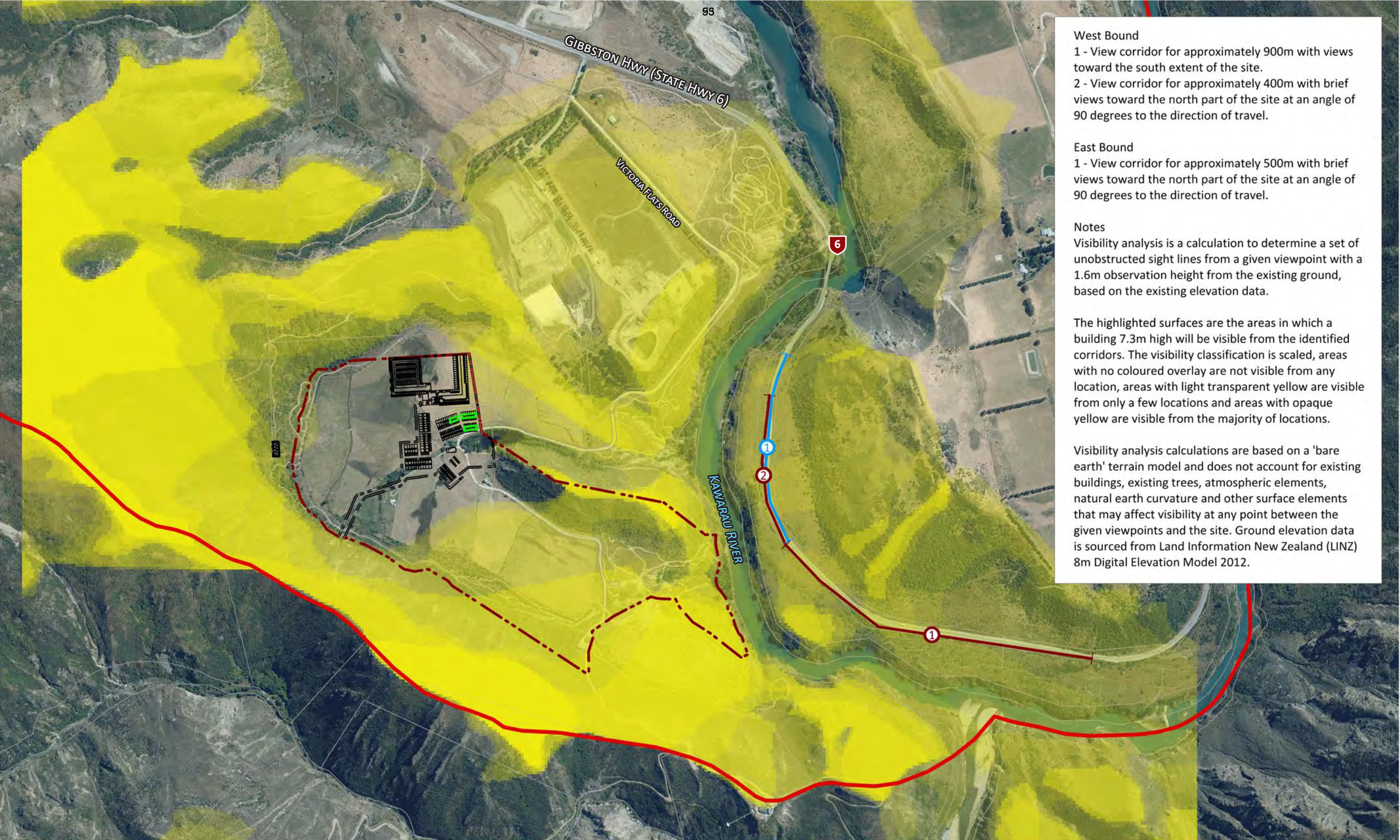
- District Boundary
 - Proposed Storage Boundary
 - ZTV Analysis Corridor - West Bound
 - ZTV Analysis Corridor - East Bound
 - Potentially Visible Buildings
- *buildings of or over the ZTV analysis height which are within the highlighted potentially visible area

VISIBILITY SCALE



Zone of Theoretical Visibility Analysis - 6.0 M





West Bound
1 - View corridor for approximately 900m with views toward the south extent of the site.
2 - View corridor for approximately 400m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

East Bound
1 - View corridor for approximately 500m with brief views toward the north part of the site at an angle of 90 degrees to the direction of travel.

Notes
Visibility analysis is a calculation to determine a set of unobstructed sight lines from a given viewpoint with a 1.6m observation height from the existing ground, based on the existing elevation data.

The highlighted surfaces are the areas in which a building 7.3m high will be visible from the identified corridors. The visibility classification is scaled, areas with no coloured overlay are not visible from any location, areas with light transparent yellow are visible from only a few locations and areas with opaque yellow are visible from the majority of locations.

Visibility analysis calculations are based on a 'bare earth' terrain model and does not account for existing buildings, existing trees, atmospheric elements, natural earth curvature and other surface elements that may affect visibility at any point between the given viewpoints and the site. Ground elevation data is sourced from Land Information New Zealand (LINZ) 8m Digital Elevation Model 2012.

LEGEND

- District Boundary
- Proposed Storage Boundary
- ZTV Analysis Corridor - West Bound
- ZTV Analysis Corridor - East Bound
- Potentially Visible Buildings
- *buildings of or over the ZTV analysis height which are within the highlighted potentially visible area

VISIBILITY SCALE

0 1 2 3 4 5 6 7 8

Not Visible ———> Highly Visible

0 100 200 300 400 500 M

Scale 1:10,000 @A3

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ROUGH MILNE MITCHELL LANDSCAPE ARCHITECTS

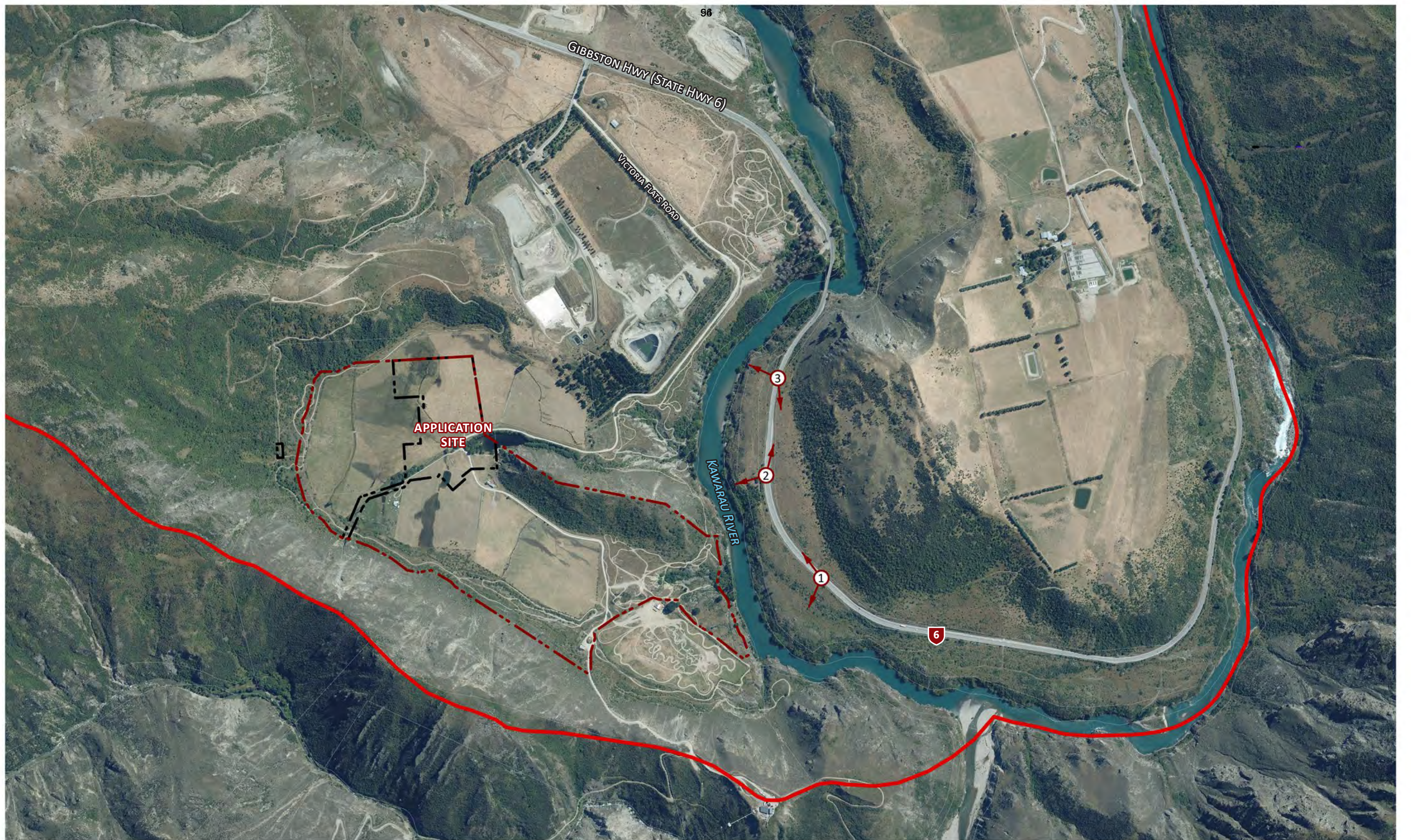
Data Source: Land Information New Zealand (aerial & parcel boundaries)
Stats New Zealand (district boundary)
dee bee cubed (architectural concept plan)

Zone of Theoretical Visibility Analysis - 7.3 M

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3 November 2022

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LEGEND

- District Boundary
- Property Boundary
- Proposed Storage Boundary
- Parcel Boundaries



Visual Amenity Assessment Viewpoint Location

0 100 200 300 400 500 M

Scale 1:10,000 @A3

ROUGH MILNE MITCHELL
LANDSCAPE ARCHITECTS

Data Source

Land Information New Zealand (property boundaries)
Stats New Zealand (district boundary)

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RM220327

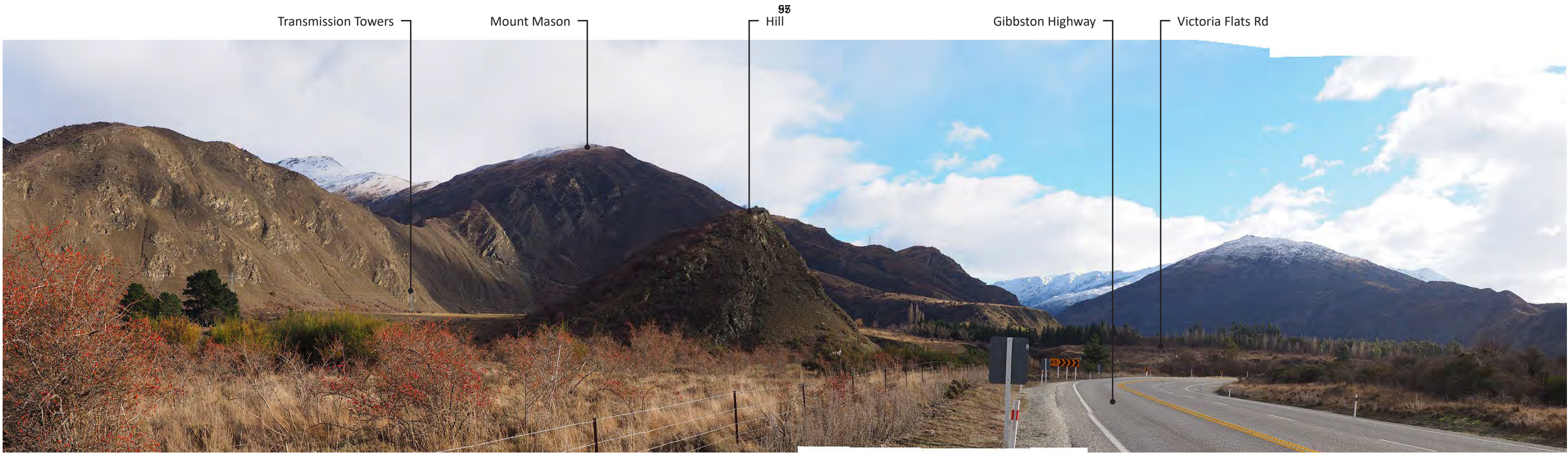
Tuesday, 15 November 2022



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3 November 2022

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Visual Assessment Viewpoint Location Plan



Viewpoint 1: View from Gibbston Highway, travelling west bound.



Viewpoint 2: View from Gibbston Highway, travelling west bound.

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RM220327

Tuesday, 15 November 2022



Viewpoint 3: View from Gibbston Highway, travelling east bound.

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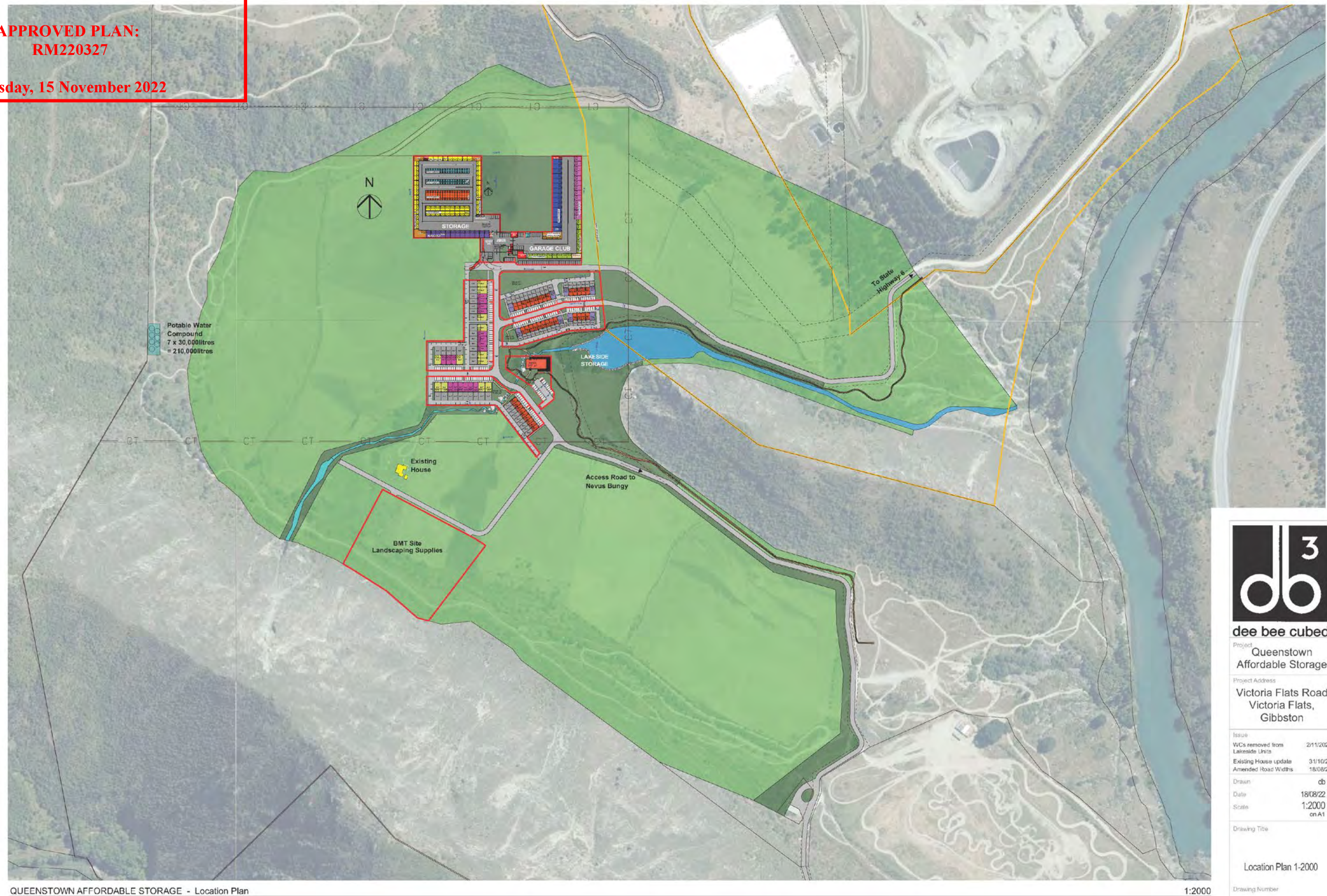
APPROVED PLAN:
RM220327

Tuesday, 15 November 2022

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022



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Project
Queenstown
Affordable Storage

Project Address
Victoria Flats Road
Victoria Flats,
Gibbston

Issue	
WCs removed from Lakeside Units	2/11/2022
Existing House update	31/10/22
Amended Road Widths	18/08/22
Drawn	db
Date	18/08/22
Scale	1:2000 on A1

Drawing Title

Location Plan 1:2000

Drawing Number
A00.01





PLANNING INFORMATION- Storage & Garage Club

Storage Units	Nominal area	Quantity
A	9 x 6 54 m ²	13
B	6 x 6 36 m ²	52
C	4 of 3 x 3 36 m ²	72
D	3 x 6 18 m ²	36
E	Make Up Cnr Units - Vary	3
Total Storage Unit Qty		176
Storage Unit Site Coverage Area (Extent of slab)		4,242 m ²
Amenity		
F	Toilets / Back of House 36 m ²	Forklift Shed 24m ²
Amenity Buildings Site Coverage Area (Extent of slab)		60m ²
TOTAL Storage Bldgs Site Coverage Area (Extent of slab)		4,302 m ²

Garage Club Units	Nominal area	Quantity
F	9 x 6 54 m ²	13
G	6 x 6 36 m ²	16
H	12 x 6 72 m ²	15
I	6 x 6 36 m ²	4
J	Make Up Cnr Units - Vary	1
Total Garage Club Unit Qty		49
Garage Club Unit Site Coverage Area (Extent of slab)		2,692 m ²
Amenity		
K	Toilets / Back of House 41 m ²	Clubhouse 69 m ²
Amenity Buildings Site Coverage Area (Extent of slab)		130m ²
TOTAL Garage Club Bldgs Site Coverage Area (Extent of slab)		2,822 m ²

Administration Buildings / Manager's Accommodation	
L	Maintenance Store 69 m ²
Gain House - Ground Floor 87m ²	
- Office	
- Kitchenette	
- Toilets	
- Plant / Electrical	
First Floor 87m ²	
Manager's Accommodation	
Administration Buildings Site Coverage Area (Extent of slab)	
116 m ²	

Storage Units & Garage Club Combined Calculations	
Site Surfaces	
M	Impervious Surface - Bituminous Seal - Pathways 8,536 m ²
N	Landscaping 475 m ²
Total Built Form Area	
7,240 sq.m	
Site Area	
17,277 sq.m	

Materials	
Walls - Solid Concrete construction - either tilt slab or in-situ formwork. Structural Engineer Designed.	
Roof - Diamond LT7 Cladding or similar on Steel Purlins. Structural Engineer Designed.	
Guttering & Fascia - Diamond Coloured Zincalume 150 box gutters and fascia	
Roller Doors - Traditional rolled steel slot doors. Powder coated.	
Exterior Joinery - Aluminium DG units	
Colours	
O	Resene "Half Ironsand" X200 Finish To all exterior walls (except Admin Bldg & Clubhouse) LVR 10
P	Resene "Ebony Clay" All exterior aluminium joinery, Steel Roller Doors, Solidcore Doors and Roof LVR 8

3

db

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Project

Queenstown Affordable Storage

Project Address

Victoria Flats Road
Victoria Flats,
Gibbston

Issue

W/Cs removed from Lakeside Units

2/11/2022

Existing House update

Amended Road Walls

31/10/22
18/08/22

Drawn

db

Date

18/08/22

Scale

1:500
on A1

Drawing Title

Storage & Garage Club Layout

Drawing Number

A01.01

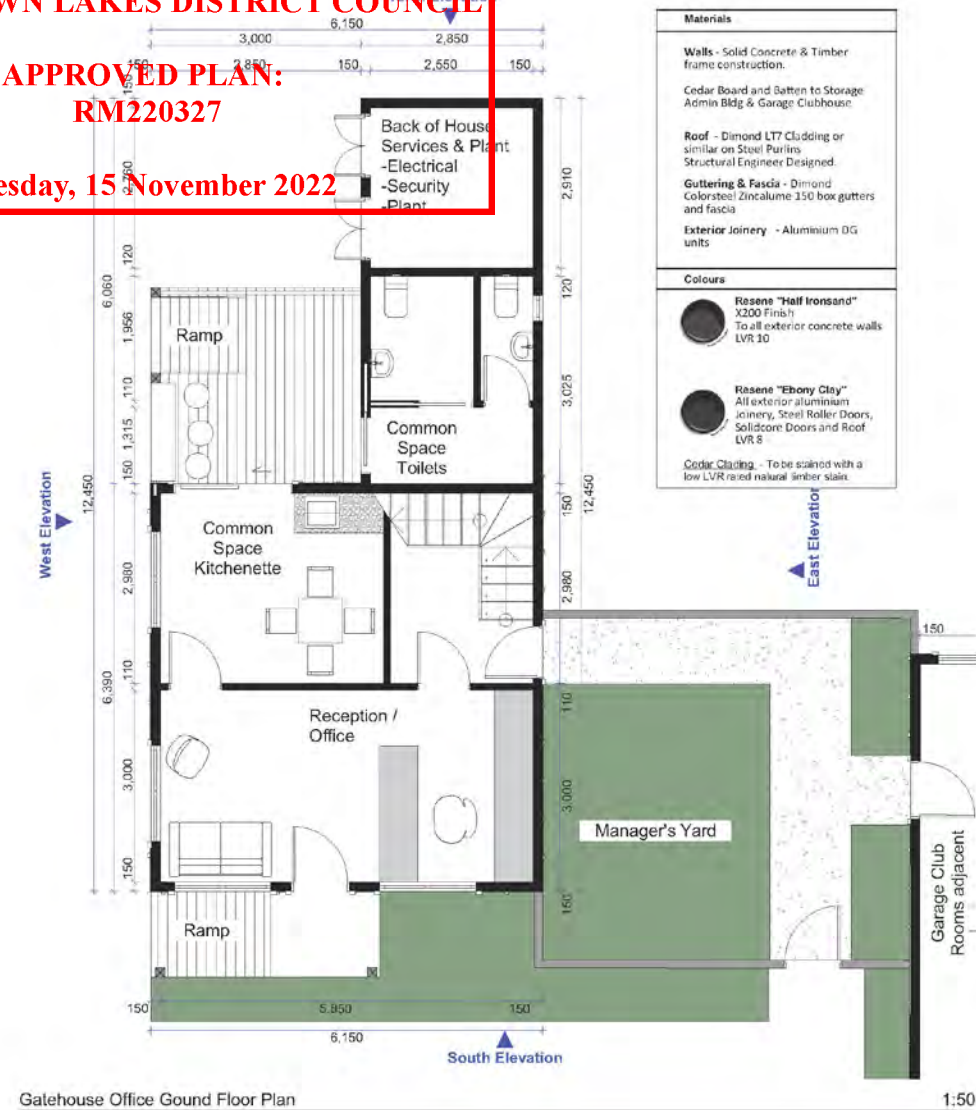




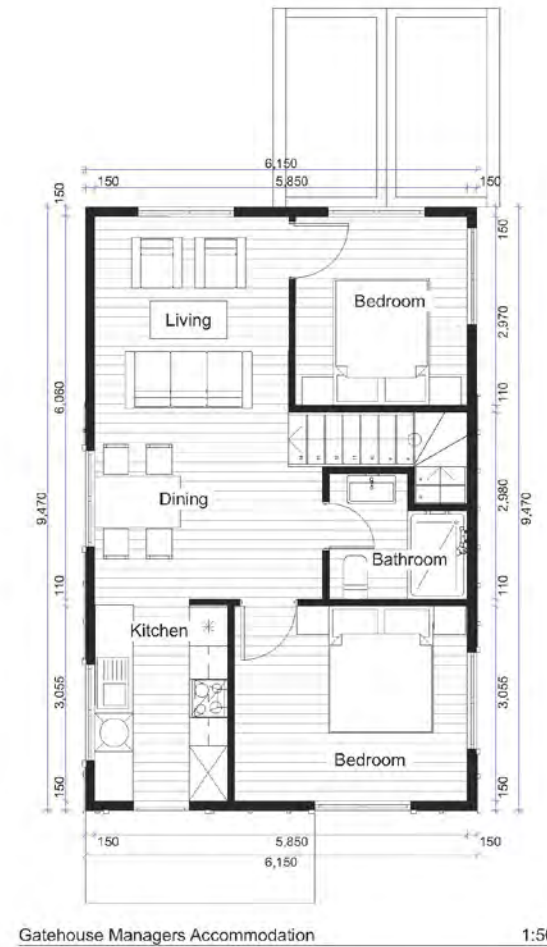
dee bee cubed
Project
Queenstown
Affordable Storage
Project Address
Victoria Flats Road
Victoria Flats,
Gibbston
Issue
WCs removed from
Lakeside Units 2/11/2022
Existing House update 31/10/22
Amended Road Widths 18/08/22
Drawn db
Date 18/08/22
Scale 1:500
on A1
Drawing Title
Lakeside Storage Layout
Drawing Number
A01.02



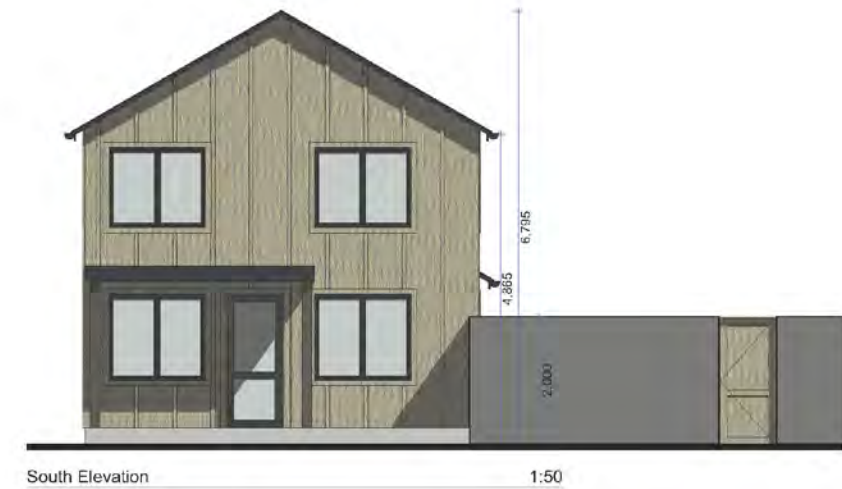
Tuesday, 15 November 2022



Galehouse Office Gound Floor Plan



Gatehouse Managers Accommodation



South Elevation



East Elevation



Amenity - Storage Facility- Toilets / Kitchenette



North Elevation



West Elevation



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Project	Queenstown Affordable Storage		
Project Address	Victoria Flats Road Victoria Flats, Gibbston		
Issue			
W/Cs removed from Lakeside Units	2/11/2022		
Existing House update Amended Road Widths	31/10/22 18/08/22		
Drawing	db		
Date	18/08/22		
Scale	1:50, on A1		
Drawing Title	Gatehouse Office/ Manager's Accommodation - Storage & Garage Club		
Drawing Number	A04.06		



QUEENSTOWN LAKES DISTRICT COUNCIL

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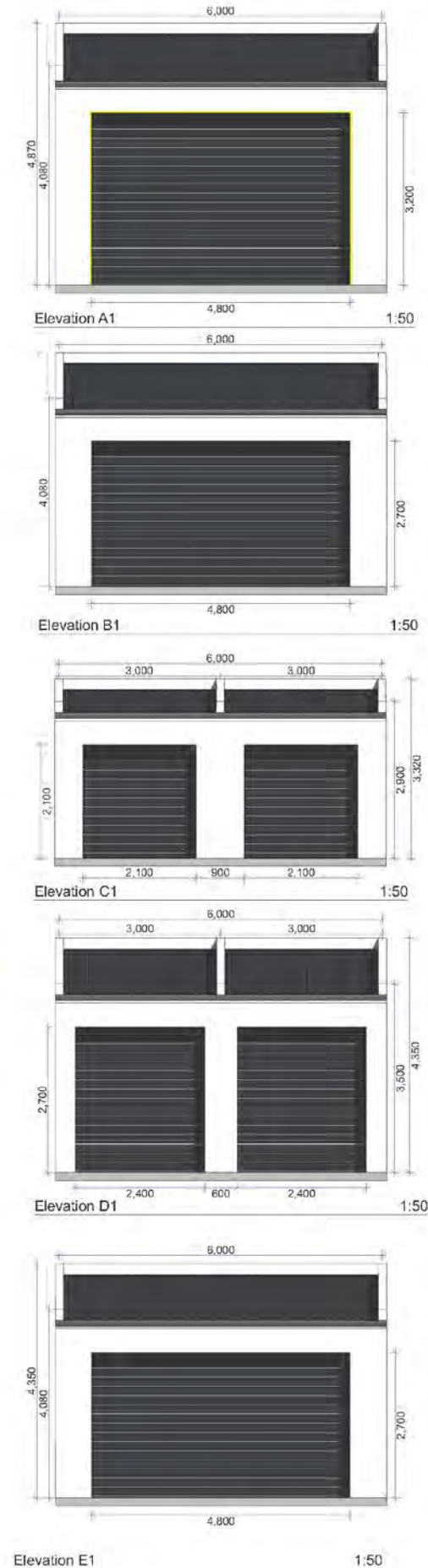
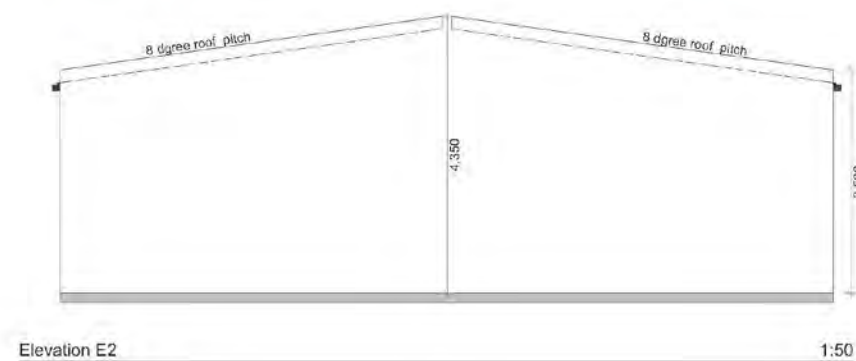
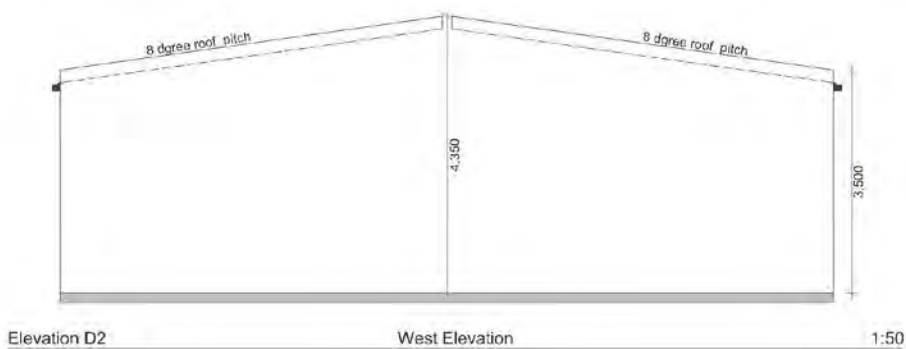
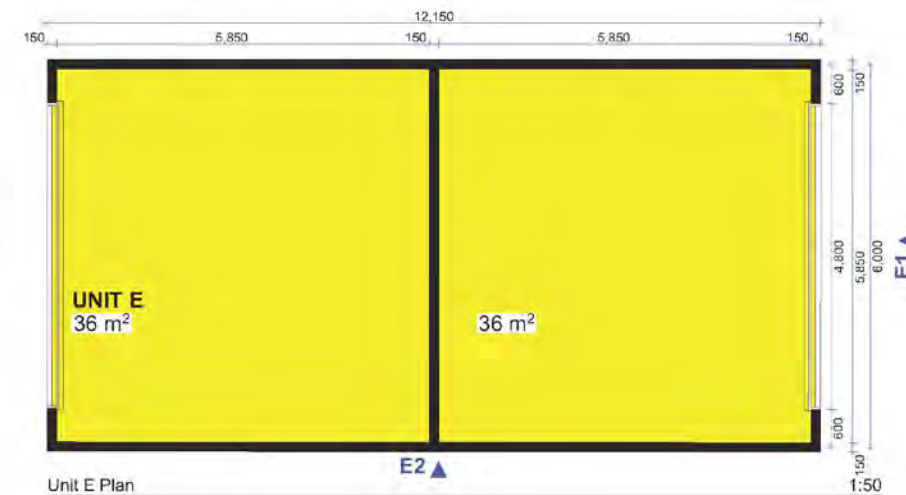
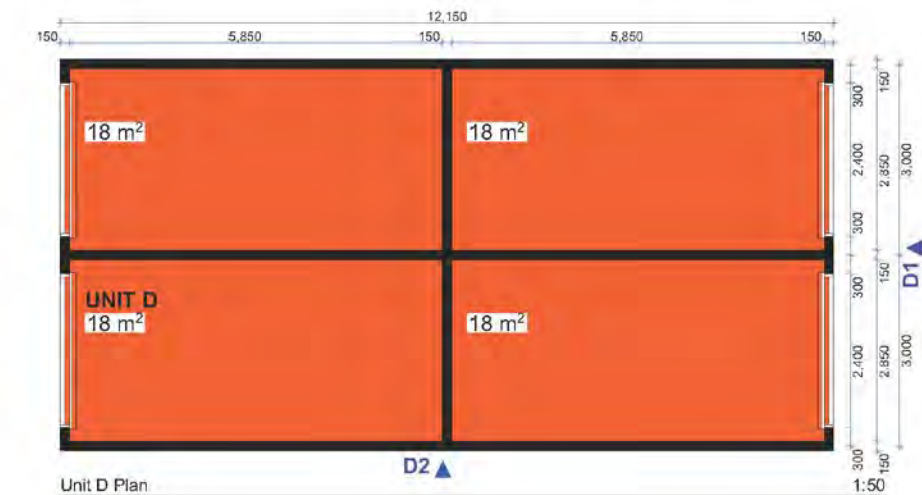
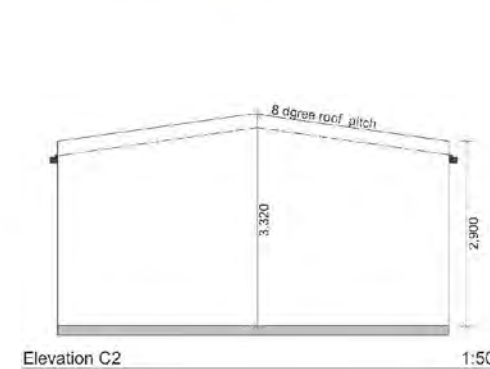
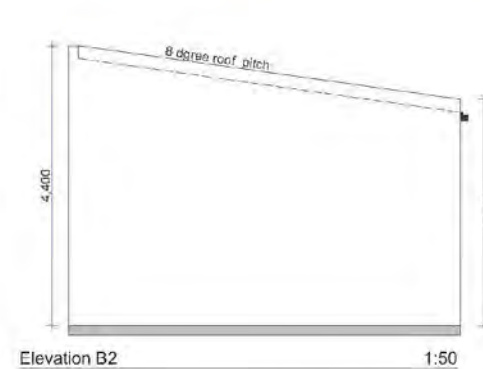
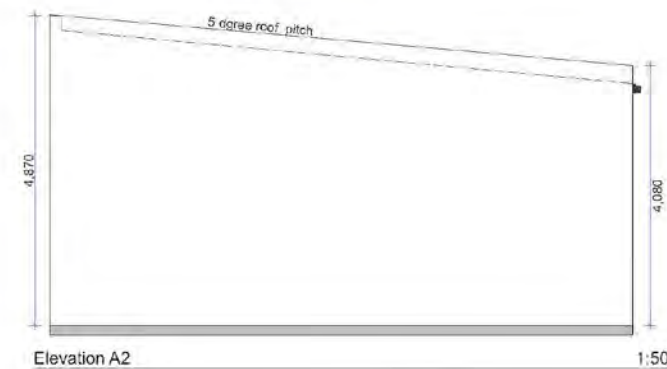
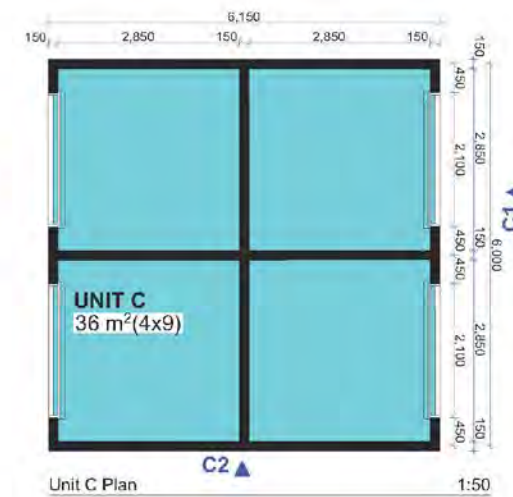
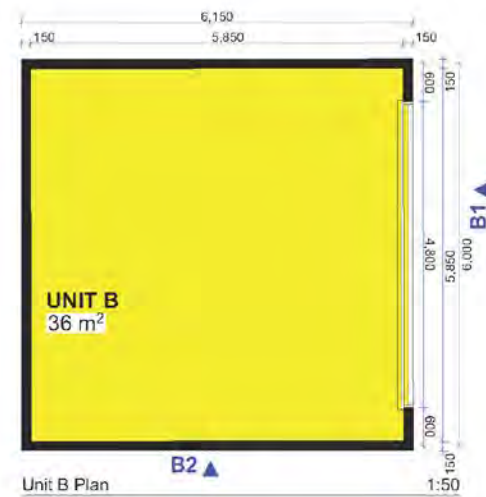
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not to scale (downloaded to fit)



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3 November 2022

SHEET
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Garage Club Architectural Concept Plan & Elevations



Materials	
Walls	Solid Concrete construction - either tilt slab or in-situ formwork. Structural Engineer Designed.
Roof	Dimond LT7 Cladding or similar on Steel Purlins. Structural Engineer Designed.
Guttering & Fascia	Dimond Colorsteel Zincalume 150 box gutters and fascia.
Roller Doors	Traditional rolled steel roller doors. Powder coated.
Exterior Joinery	Aluminium DG units.
Colours	
Resene "Half Ironsand" X200 Finish	To all exterior walls (except Admin Bldg & Clubhouse) LVR 10
Resene "Ebony Clay"	All exterior aluminium joinery, Steel Roller Doors, Solidcore Doors and Roof LVR 8

Queenstown Affordable Storage	
Project Address	
Victoria Flats Road, Victoria Flats, Gibbston	
Issue	
VCs removed from Lakeside Units	2/11/2022
Existing House update	31/10/22
Amended Road Widths	18/08/22
Drawn: db	
Date	18/08/22
Scale	1:50 on A1
Drawing Title	
Unit Details- Storage Facility	
Drawing Number	
A04.01	

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022

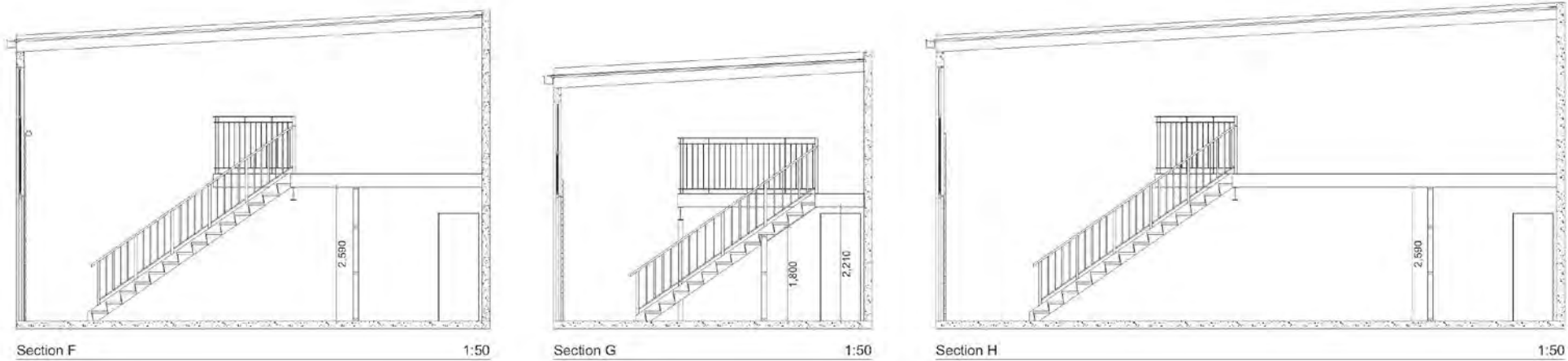
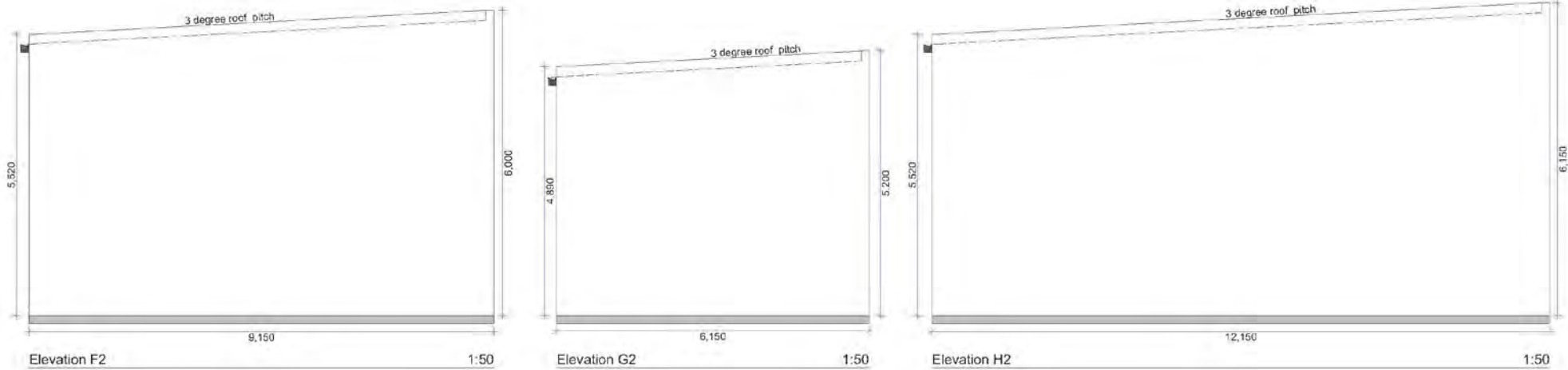
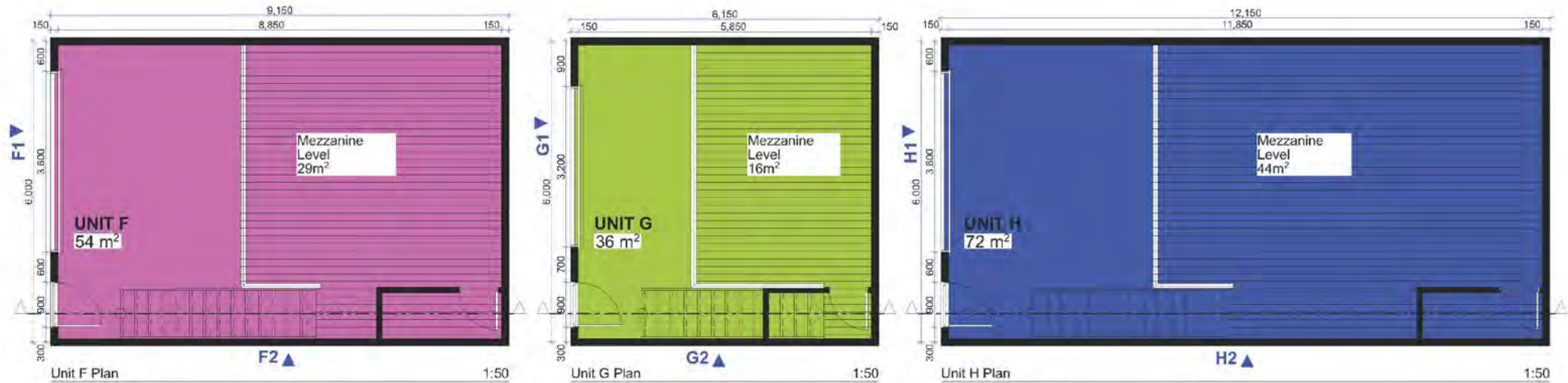
ROUGH MILNE MITCHELL
LANDSCAPE ARCHITECTS

Data Source: dee bee cubed
not to scale (downloaded to fit)



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3 November 2022

SHEET
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Materials	
Walls	Solid Concrete construction - either tilt slab or in-situ formwork. Structural Engineer Designed.
Roof	Dimond LT7 Cladding or similar on Steel Purlins. Structural Engineer Designed.
Guttering & Fascia	Dimond Colorsteel Zincalume 150 box gutters and fascia.
Roller Doors	Traditional rolled steel slat doors. Powder coated.
Exterior Joinery	Aluminium DG units.
Colours	
Resene "Half Ironsand"	X200 finish To all exterior walls (except Admin Bldg & Clubhouse) LVR 10.
Resene "Ebony Clay"	All exterior aluminium Joinery, Steel Roller Doors, Solidcore Doors and Roof LVR 8.

3

db

dee bee cubed

Project

Queenstown Affordable Storage

Project Address

Victoria Flats Road
Victoria Flats,
Gibbston

Issue

WCs removed from Lakeside Units 2/11/2022

Existing House update 31/10/22

Amended Road Widths 18/08/22

Drawn: db

Date: 18/08/22

Scale: 1:50 on A1

Drawing Title

Unit Details- Garage Club

Drawing Number

A04.02

QUEENSTOWN LAKES DISTRICT COUNCIL

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RM220327

Tuesday, 15 November 2022





Materials
Walls - Timber frame construction. Cedar Board and Batten cladding. Macrocarpa Pergola Posts and Beams. Hardwood Decking
Roof - Diamond L77 Cladding or similar on Steel Purlins. Structural Engineer Designed.
Guttering & Fascia - Diamond. Colorsteel Zincalume 150 box gutters and Fascia
Exterior Joinery - Aluminium DG units
Colours
Cedar Cladding - To be stained with a low LVR rated natural timber stain.
Resene "Ebony Clay" All exterior aluminium. Joinery, Steel Roller Doors. Solidcore Doors and floor LVR 8



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Project
Queenstown
Affordable Storage

Project Address
Victoria Flats Road
Victoria Flats,
Gibbston

Issue
WCs removed from
Lakeside Units 2/11/2022
Existing House update 31/10/22
Amended Road Widths 18/08/22

Drawn: db
Date: 18/08/22
Scale: 1:50, 1:500
on A1

Drawing Title
Lakeside Admin Building-
Floorplan

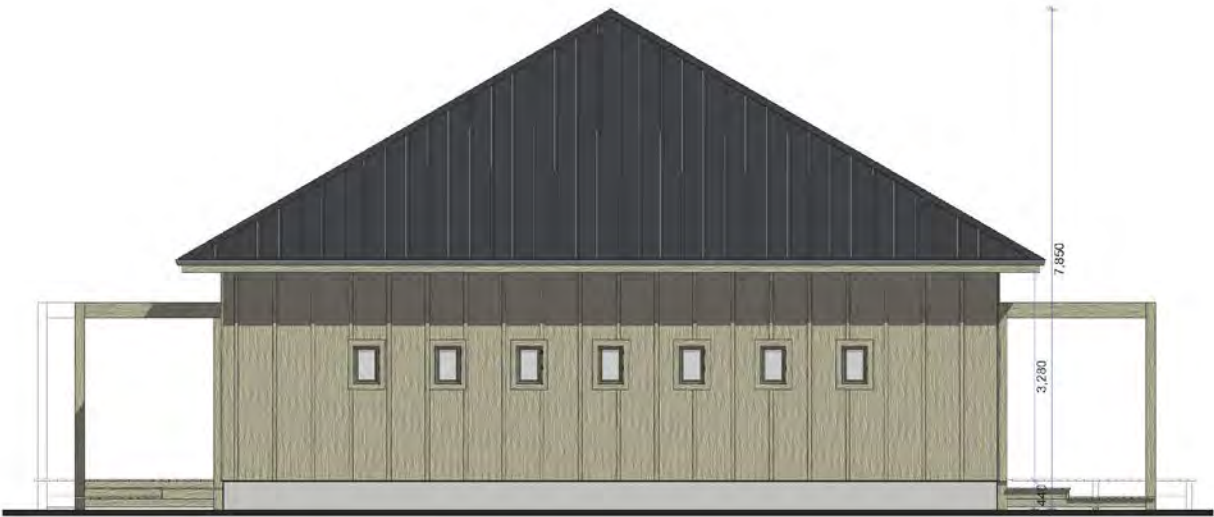
Drawing Number:
A04.08





Lakeside Admin Building - East Elevation

1:50



Lakeside Admin Building - West Elevation

1:50



Lakeside Admin Building - South Elevation

1:50



Lakeside Admin Building - North Elevation

1:50

Materials
Walls - Timber frame construction. Cedar Board and Batten cladding Macrocarpa Pergola Posts and Beams. Hardwood Decking. Roof - Dimond L77 Cladding or similar on Steel Purlins Structural Engineer Designed. Guttering & Fascia - Dimond Colorsteel Zincalume 150 box gutters and fascia Exterior Joinery - Aluminium DG units
Colours
Cedar Cladding - To be stained with a low LVR rated natural timber stain. Resene "Ebony Clay" All exterior aluminium Joinery, Steel Roller Doors, Solidcore Doors and Roof LVR's



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Project
Queenstown
Affordable Storage

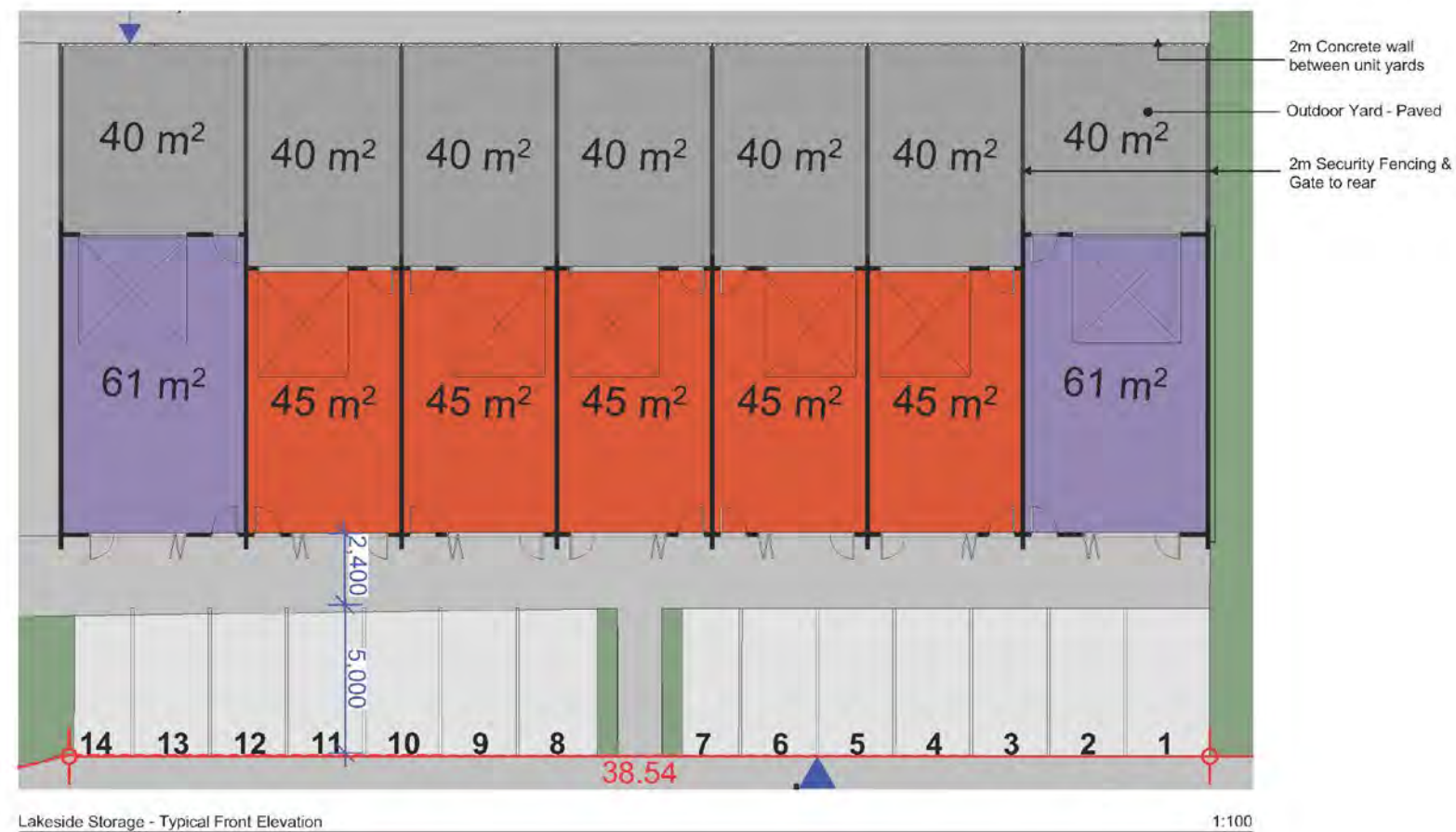
Project Address
Victoria Flats Road
Victoria Flats,
Gibbston

Issue	
WCs removed from Lakeside Units	2/11/2022
Existing House update	31/10/22
Amended Road Widths	18/08/22
Drawn	db
Date	18/08/22
Scale	1:50, 1:500 on A1

Drawing Title
Lakeside Admin Building - Elevations

Drawing Number
A04.09





QUEENSTOWN LAKES DISTRICT COUNCIL

**APPROVED PLAN:
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Tuesday, 15 November 2022

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Project: Queenstown Affordable Storage

Project Address: Victoria Flats Road
Victoria Flats,
Gibbston

Issue: WCs removed from Lakeside Units 2/11/2022

Existing House update 31/10/22

Amended Road Widths 18/08/22

Drawn: db

Date: 18/08/22

Scale: 1:100 on A1

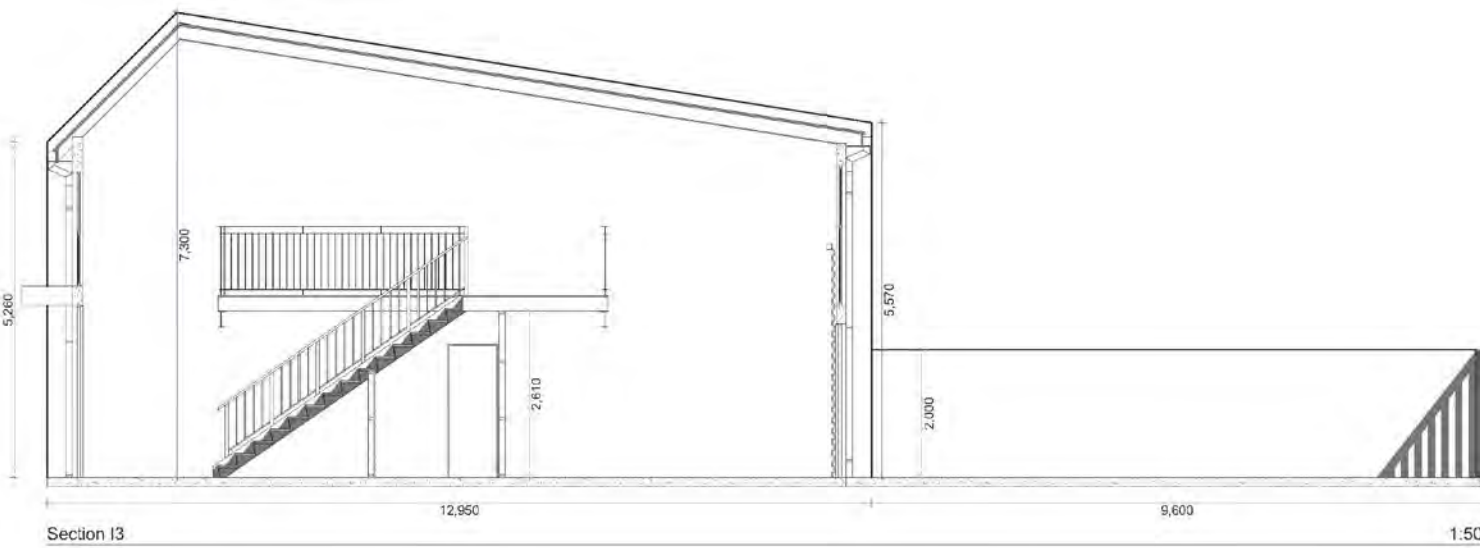
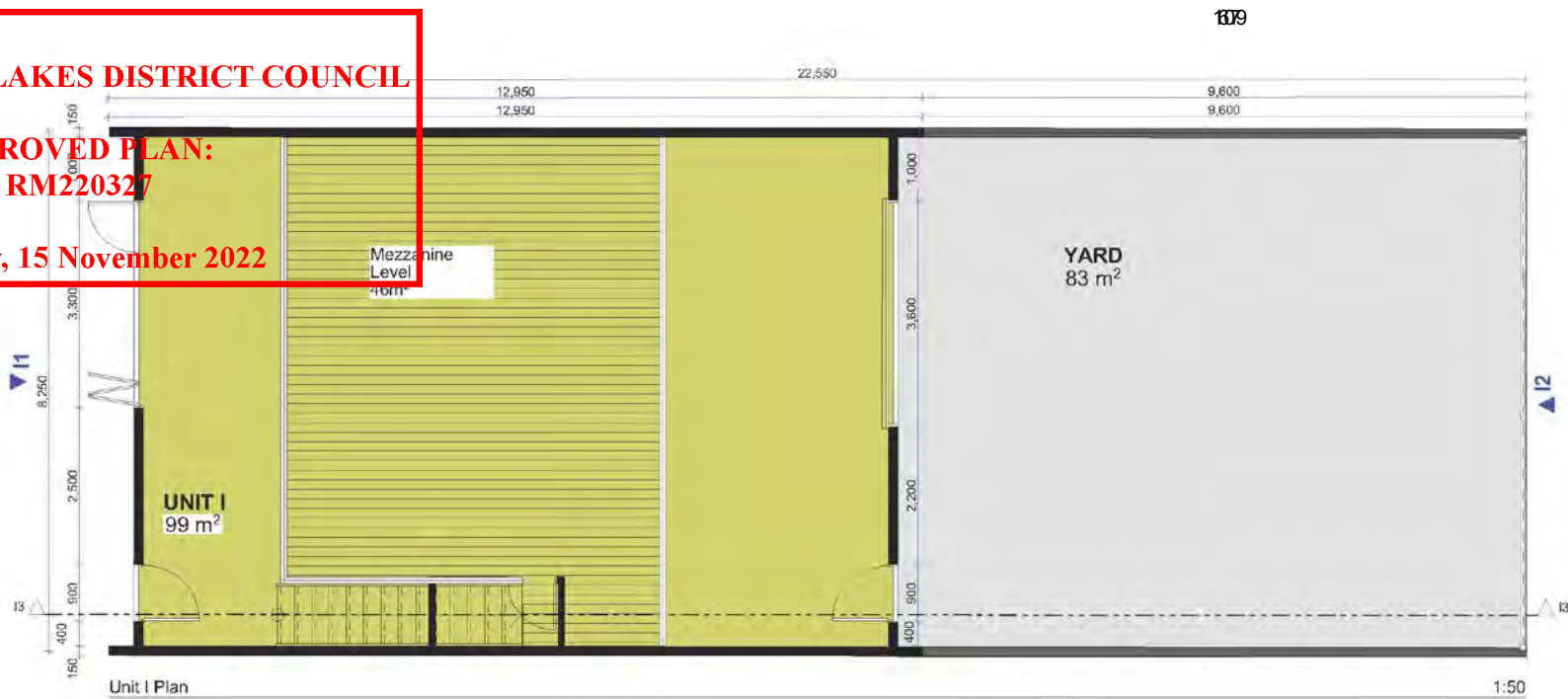
Drawing Title: Lakeside Storage Unit - Typical Elevations

Drawing Number: A02.03

Lakeside Storage Units Typical Architectural Concept Elevations

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022

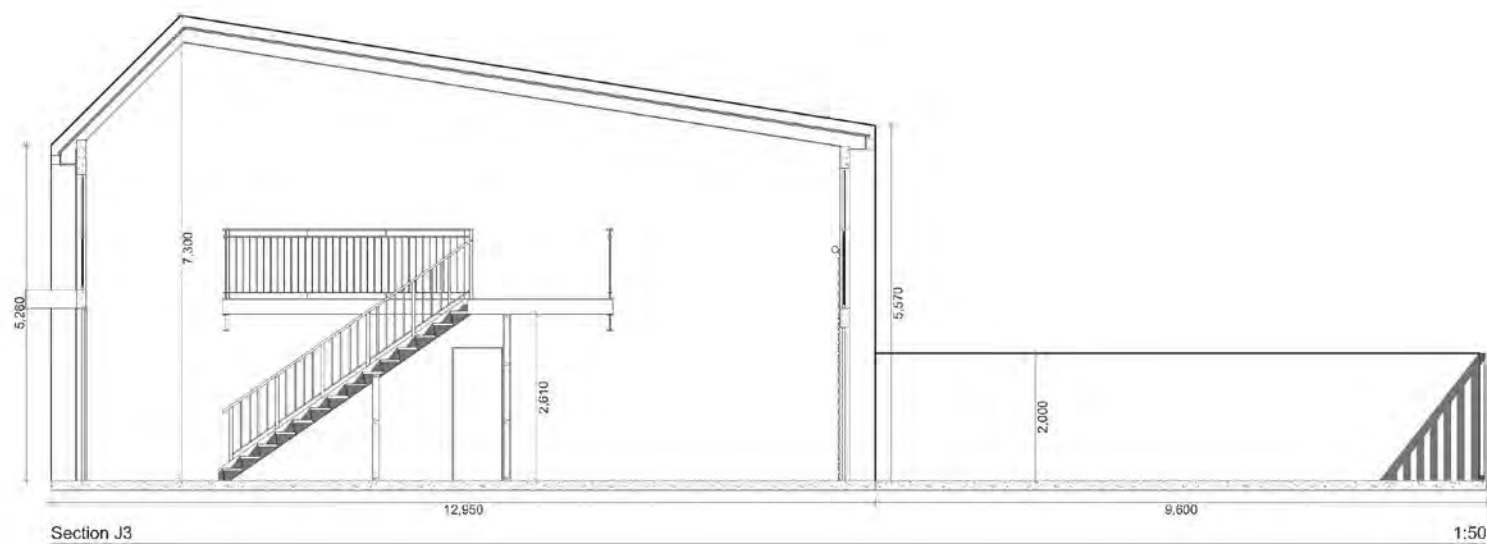
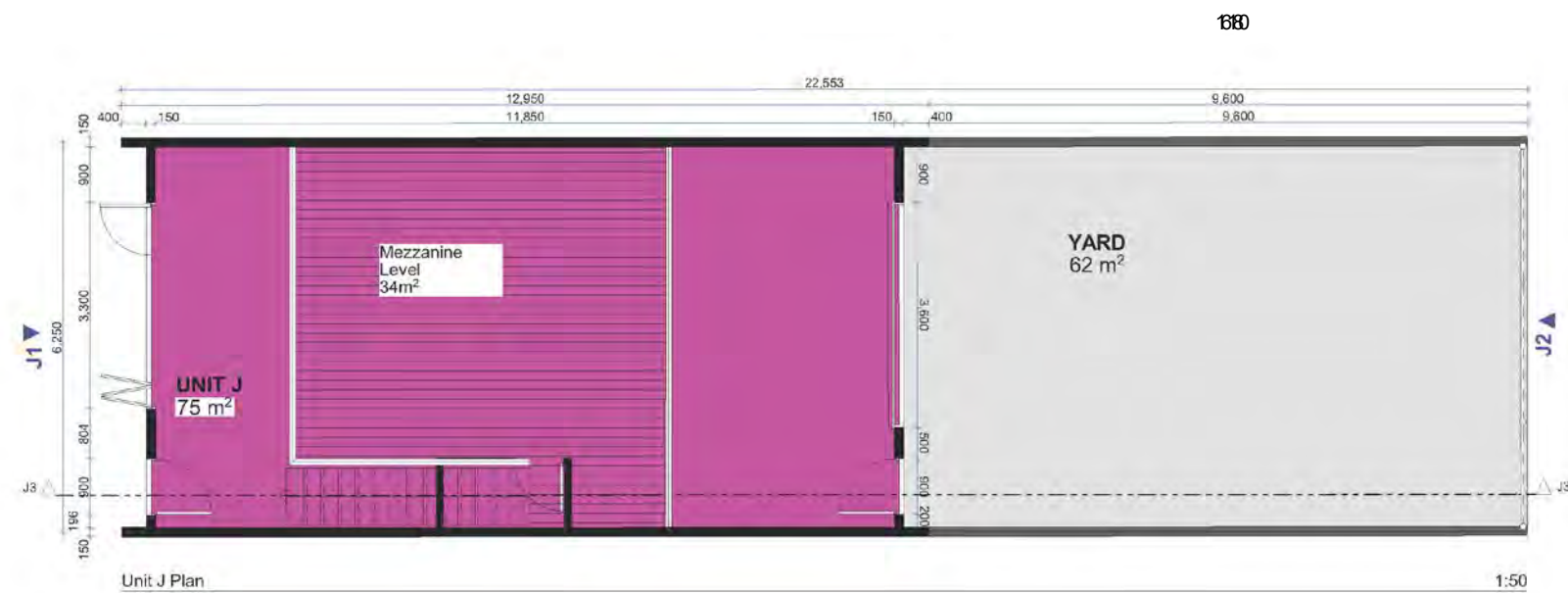


Materials	
Walls - Solid Concrete construction - either tilt slab or in-situ formwork. Structural Engineer Designed.	
Roof - Diamond LT7 Cladding or similar on Steel Purlins. Structural Engineer Designed.	
Guttering & Fascia - Diamond Colorsteel Zincalume 150 box gutters and fascia.	
Roller Doors - Traditional rolled steel slit doors. Powder coated.	
Exterior Joinery - Aluminium DG units.	
Colours	
	Resene "Half Ironsand" X200 Finish To all exterior walls (except Admin Bldg & Clubhouse) LVR 10
	Resene "Ebony Clay" All exterior aluminium joinery, Steel Roller Doors, Solidcore Doors and Roof LVR 8

	
dee bee cubed	
Project	
Queenstown Affordable Storage	
Project Address	
Victoria Flats Road Victoria Flats, Gibbston	
Issue	
WCs removed from Lakeside Units	2/11/2022
Existing House update	31/10/22
Amended Road Widths	18/08/22
Drawn: db	
Date:	18/08/22
Scale:	1:50 on A1
Drawing Title:	
Unit Details- Lakeside Storage Unit I	
Drawing Number:	
A04.03	

Lakeside Storage Unit I Architectural Concept Elevations





Materials	
Walls - Solid Concrete construction - either tilt slab or in situ formwork. Structural Engineer Designed.	
Roof - Dimond L77 Cladding or similar on Steel Purlins. Structural Engineer Designed.	
Guttering & Fascia - Dimond Colorsteel Zinallume 150 box gutters and fascia.	
Roller Doors - Traditional rolled steel slit doors. Powder coated.	
Exterior Joinery - Aluminium DG units.	
Colours	
Resene "Half Ironsand" X200 Finish To all exterior walls (except Admin Bldg & Clubhouse) LVR 10	
Resene "Ebony Clay" All exterior aluminium Joinery, Steel Roller Doors, Solidcore Doors and Roof LVR 8	

dee bee cubed

Project

Queenstown Affordable Storage

Project Address

Victoria Flats Road
Victoria Flats,
Gibbston

Issue

WCs removed from Lakeside Units 2/11/2022

Existing House update 31/10/22

Amended Road Widths 18/08/22

Drawn: db

Date: 18/08/22

Scale: 1:50 on A1

Drawing Title

Unit Details- Lakeside Storage Unit J

Drawing Number:

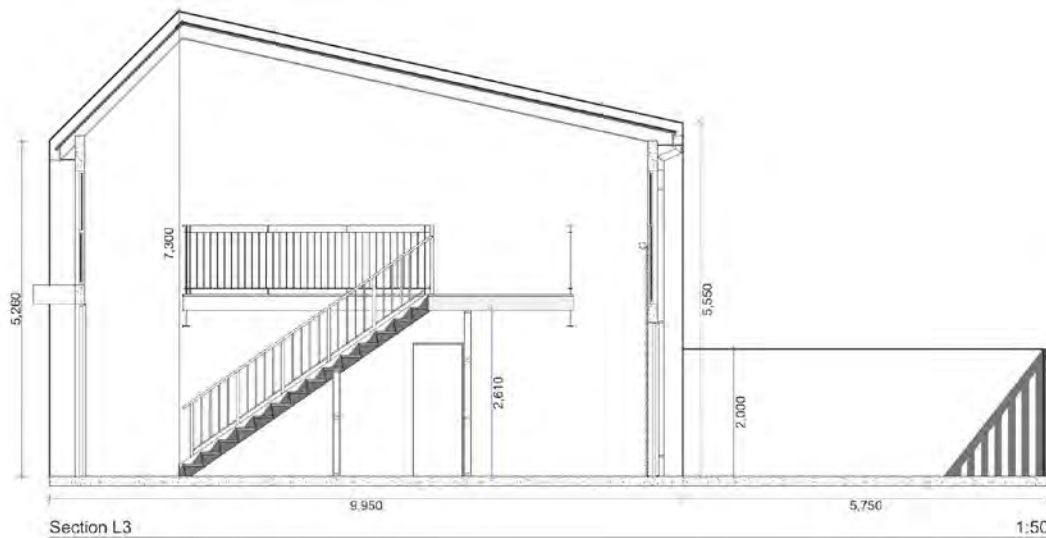
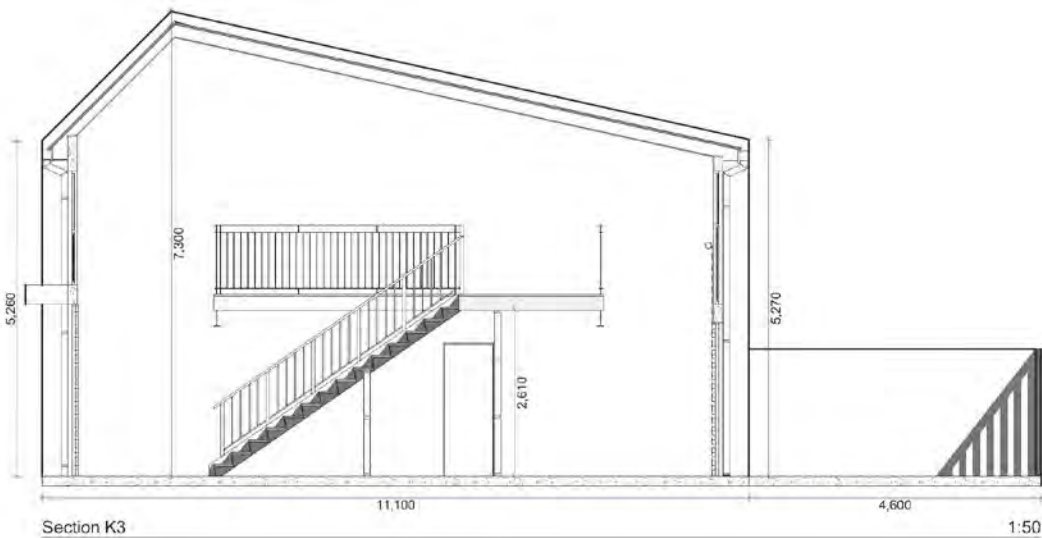
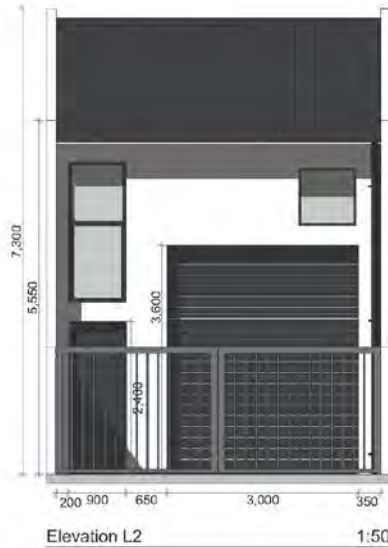
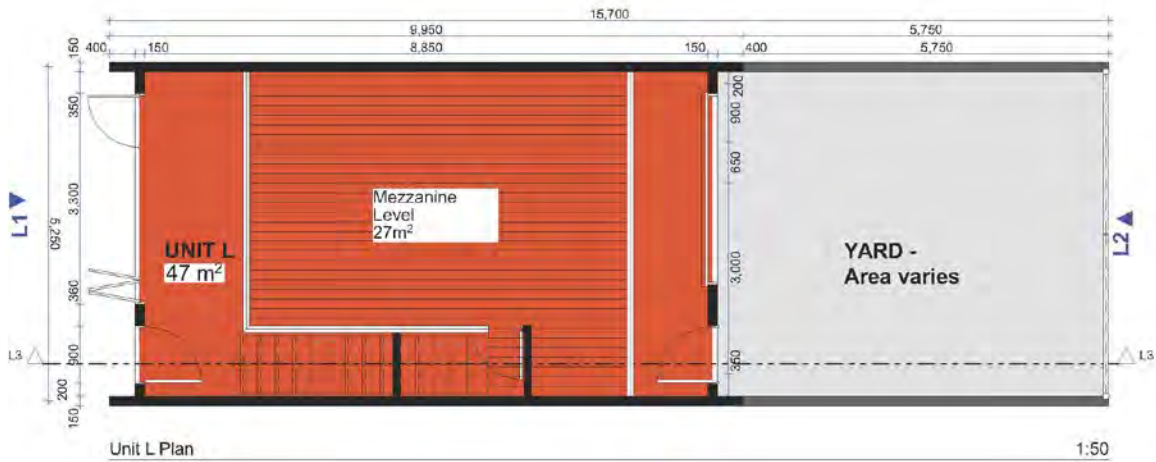
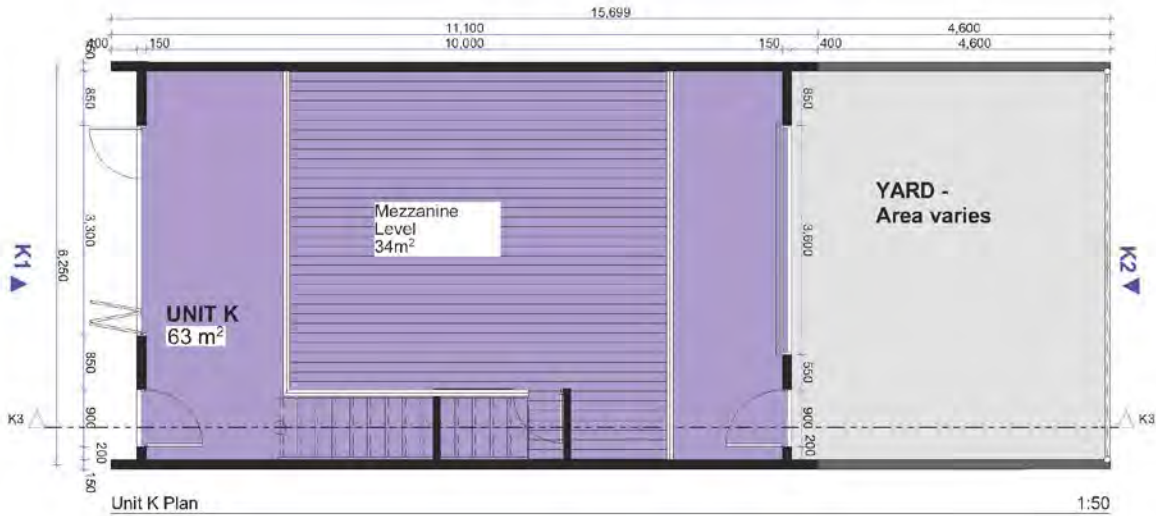
A04.04

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022





Materials	
Walls	- Solid Concrete construction - either tilt slab or in-situ formwork. Structural Engineer Designed.
Roof	- Dimond L17 Cladding or similar on Steel Purlins. Structural Engineer Designed.
Guttering & Fascia	- Dimond Colorsteel Zincalume 150 box gutters and fascia.
Roller Doors	- Traditional rolled steel slit doors. Powder coated.
Exterior Joinery	- Aluminium DG units.
Colours	
Resene "Half Ironsand"	X2001 finish. To all exterior walls (except Admin Bldg & Clubhouse) LVR 10.
Resene "Ebony Clay"	All exterior aluminium joinery, steel roller doors, solidcore doors and roof LVR 8.



dee bee cubed

Project

Queenstown Affordable Storage

Project Address

Victoria Flats Road
Victoria Flats,
Gibbston

Issue

WCs removed from Lakeside Units 2/11/2022

Existing House update 31/10/22

Amended Road Widths 18/08/22

Drawn: db

Date: 18/08/22

Scale: 1:50 on A1

Drawing Title:

Unit Details- Lakeside Storage Units K & L

Drawing Number:

A04.05

QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

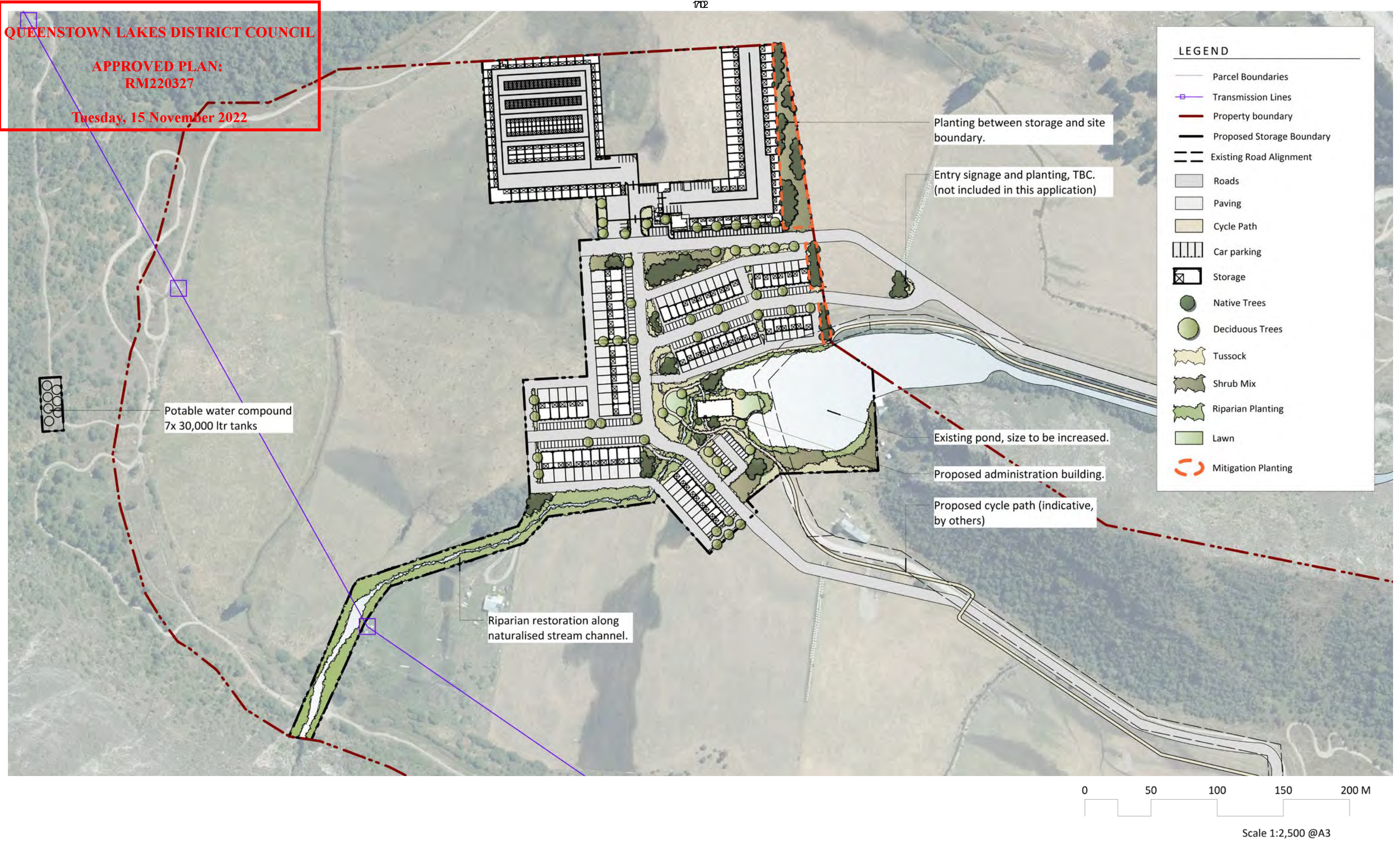
Tuesday, 15 November 2022

Data Source: dee bee cubed
not to scale (downloaded to fit)



CARDRONA CATTLE COMPANY LTD | QUEENSTOWN AFFORDABLE STORAGE
3 November 2022

SHEET
32



QUEENSTOWN LAKES DISTRICT COUNCIL

APPROVED PLAN:
RM220327

Tuesday, 15 November 2022

1713



SOUTH ELEVATION- PART 2

1:200



EAST ELEVATION

1:200



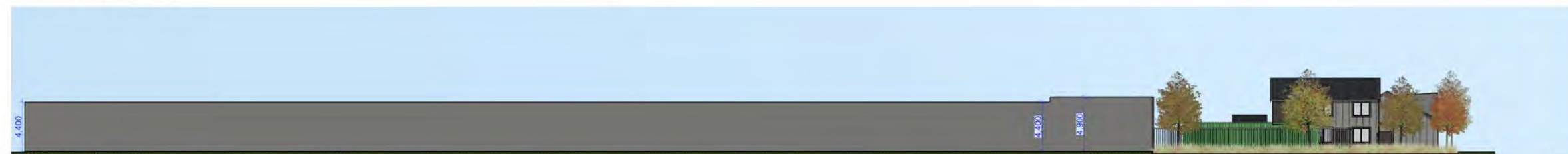
NORTH ELEVATION - PART 1

1:200



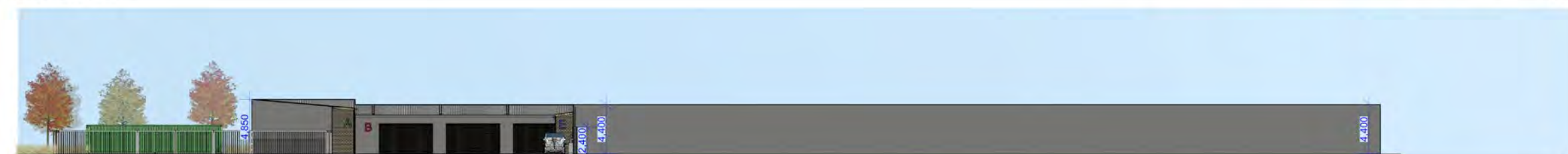
NORTH ELEVATION - PART 2

1:200



WEST ELEVATION

1:200



EAST (INTERNAL) ELEVATION

1:200



dee bee cubed

Project
Queenstown
Affordable
Storage

Project Address
Victoria Flats Road
Victoria Flats,
Gibbston

Issue
DRAFT 3/08/2021

Drawn db
Date 3/08/2021
Scale 1:200, 1:1
on A1

Drawing Title
Storage & Garage
Club Elevations

Drawing Number
A02.01





LU- South - Part 1

1:200



LU- South - Part 2

1:200



LU- East - Part 1

1:200



LU- East - Part 2

1:200



LU- North - Part 1

1:200



LU- North - Part 2

1:200



LU- West - Part 1

1:200



LU- West - Part 2

1:200

QUEENSTOWN LAKES DISTRICT COUNCIL

**APPROVED PLAN:
RM220327**

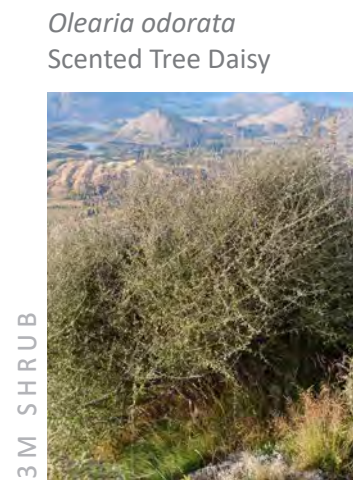
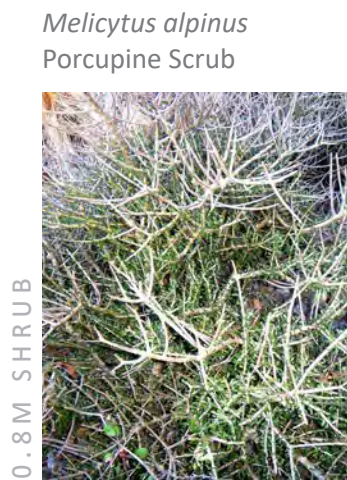
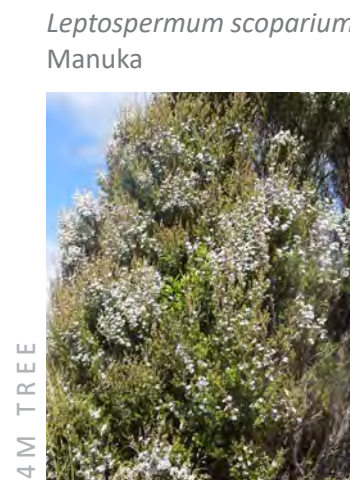
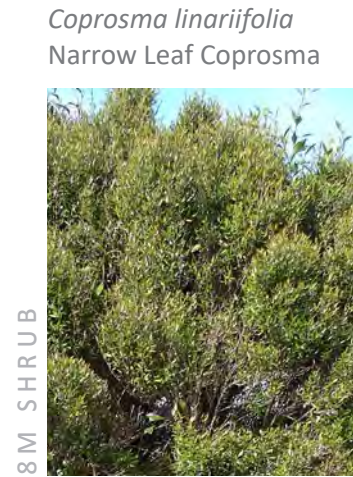
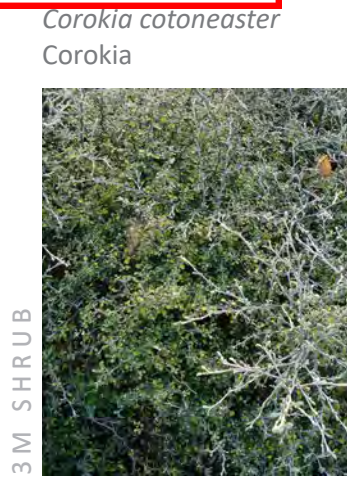
Tuesday, 15 November 2022

	
dee bee cubed	
Project	Queenstown Affordable Storage
Project Address	Victoria Flats Road Victoria Flats, Gibbston
Issue	3/08/2021
DRAFT	
Drawn	db
Date	3/08/2021
Scale	1:200 on A1
Drawing Title	Lakeside Storage Elevations
Drawing Number	



QUEENSTOWN LAKES DISTRICT COUNCIL

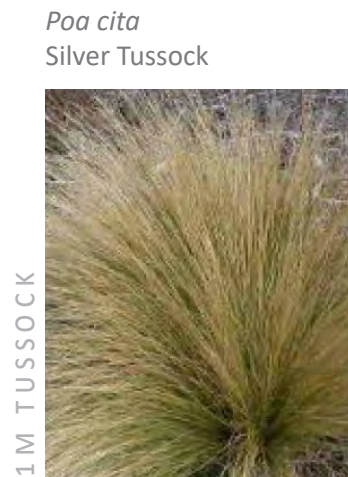
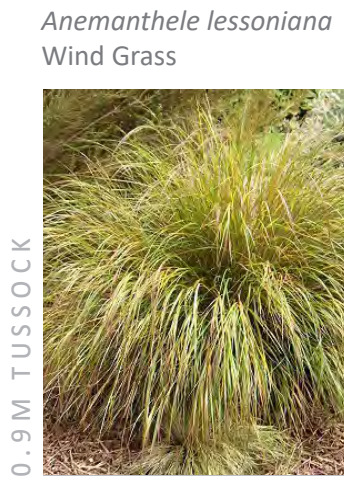
APPROVED PLAN:
RM220327
MIXED SHRUB PLANT PALETTE
Tuesday, 15 November 2022



TREE PLANT PALETTE



TUSSOCK PLANT PALETTE



APPROVED PLAN:
RM220327
RIPARIAN PLANT PALETTE
Tuesday, 15 November 2022

Austroderia richardii
South Island Toe Toe



Carex secta
Makura Sedge



Chionochloa rubra
Red Tussock



Coprosma virescens
Mikimiki



Cordyline australis
Cabbage Tree



Hebe cupressoides
Hebe



Hebe subalpina
Hebe



Kunzea serrotina
Kanuka



Phormium 'Emerald Green'
Dwarf Mountain Flax



Phormium tenax 'Purpurea'
Harakeke / Flax



Plagianthus regius
Ribbonwood



Sophora microphylla
South Island Kōwhai





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




 R.W. Muir
 Registrar-General
 of Land

Identifier **1062256**
Land Registration District **Otago**
Date Issued 27 February 2023

Prior References

477524 OT14B/1179

Estate Fee Simple
Area 49.7397 hectares more or less
Legal Description Lot 2 Deposited Plan 576750
Registered Owners
 The Cardrona Cattle Company Limited

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

897940 Notice under s18(1)(b) Public Works Act 1981 - 14.12.1995 at 10.00 am (affects part formerly Lot 8 DP 402448)

Subject to a right of way and a right to transmit electricity and telecommunications over part marked CA on DP 576750 specified in Easement Certificate **975354.4** - 21.9.1999 at 2:40 pm

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

Subject to a right of way and a right to transmit electricity and telecommunications over part marked BB on DP 576750 created by Transfer 5001858.3 - 12.5.2000 at 9:08 am

The easements created by Transfer 5001858.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way for foot access only over part marked ZB on DP 576750 created by Transfer 5682579.2 - 6.8.2003 at 9:00 am

7099339.1 Mining Certificate pursuant to Section 417 Resource Management Act 1991 to The New Zealand Malt Whisky Company Limited - 6.11.2006 at 9:00 am (affects part formerly Section 32 Block II Kawarau Survey District in RT OT14B/1179)

The easements created by Easement Instrument **7398568.4** are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way and a right to transmit electricity and telecommunications over part marked BB on DP 576750 created by Easement Instrument **7398568.4** - 31.5.2007 at 9:00 am

Subject to a right of way and a right to transmit electricity and telecommunications over part marked BB and CA on DP 576750 created by Easement Instrument **7398568.11** - 31.5.2007 at 9:00 am

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

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

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

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

7622372.6 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 20.11.2007 at 9:00 am (affects part formerly Lot 8 DP 402448)

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

7793537.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.4.2008 at 9:00 am (affects part formerly Lot 8 DP 402448)

The easements created by Easement Instrument **7793537.5** are subject to Section 243 (a) Resource Management Act 1991 Subject to a right of way and a right to transmit electricity and telecommunications over part marked BB and CA on DP 576750 created by Easement Instrument **7793537.5** - 23.4.2008 at 9:00 am

Appurtenant to part formerly Lot 8 DP 402448 is a right to convey water created by Easement Instrument **8287698.4** - 29.9.2009 at 3:48 pm

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

The easements created by Easement Instrument **11156084.1** are subject to Section 243 (a) Resource Management Act 1991 Subject to a right of way and a right to transmit electricity and telecommunications over part marked BB on DP 576750 created by Easement Instrument **11156084.1** - 25.6.2018 at 2:37 pm

Appurtenant hereto is a right of way and a right to convey electricity and telecommunications created by Easement Instrument **12517136.4** - 27.2.2023 at 4:59 pm

The easements created by Easement Instrument **12517136.4** are subject to Section 243 (a) Resource Management Act 1991 Subject to a right of way and a right to convey electricity and telecommunications over part marked BB and CA on DP 576750 created by Easement Instrument **12517136.5** - 27.2.2023 at 4:59 pm

Some of the easements created by Easement Instrument **12517136.5** are subject to Section 243 (a) Resource Management Act 1991 (see DP 576750)

Land Covenant in Covenant Instrument 12517136.7 - 27.2.2023 at 4:59 pm

Land Covenant in Covenant Instrument 12517136.8 - 27.2.2023 at 4:59 pm

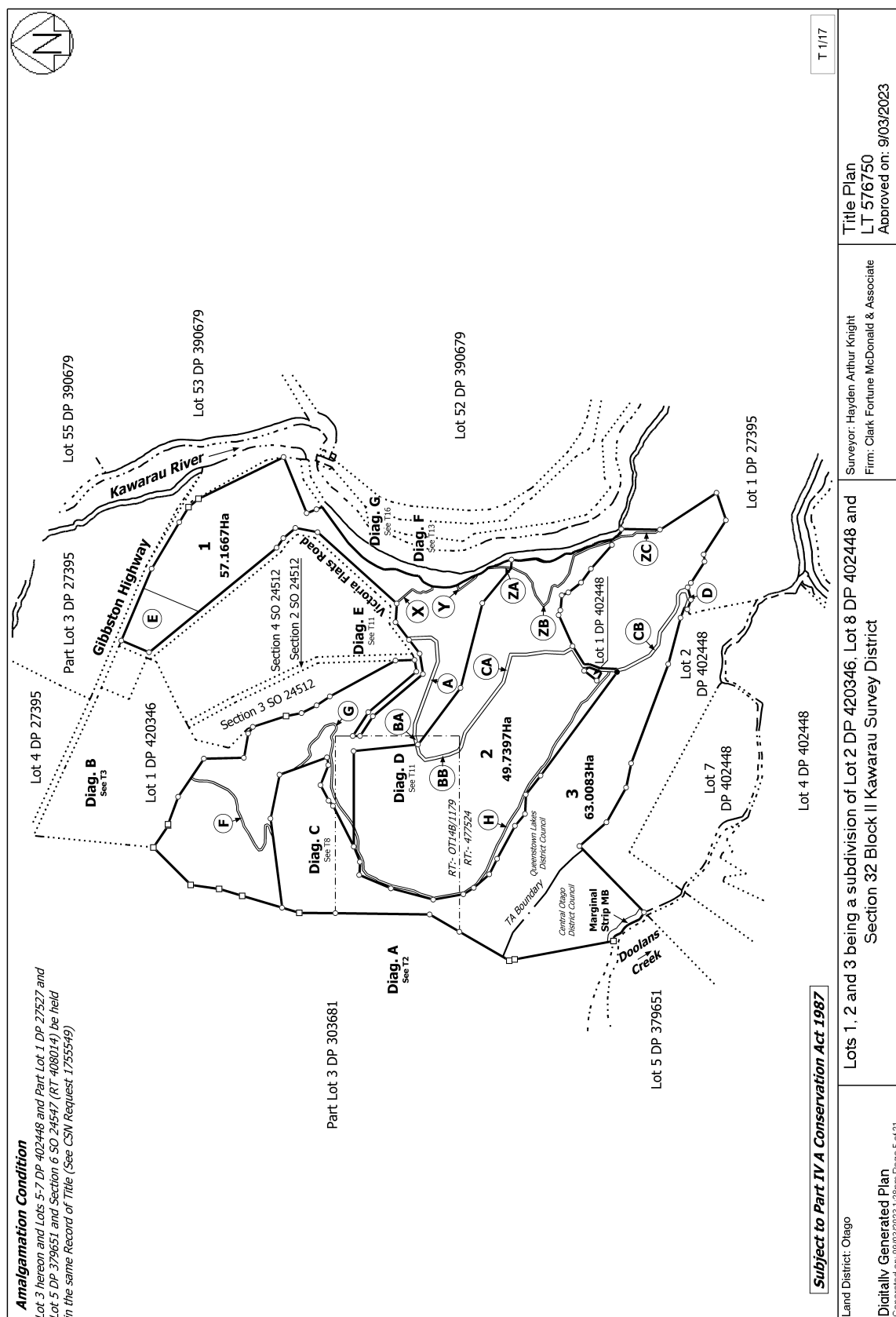
Land Covenant in Covenant Instrument 12517136.9 - 27.2.2023 at 4:59 pm

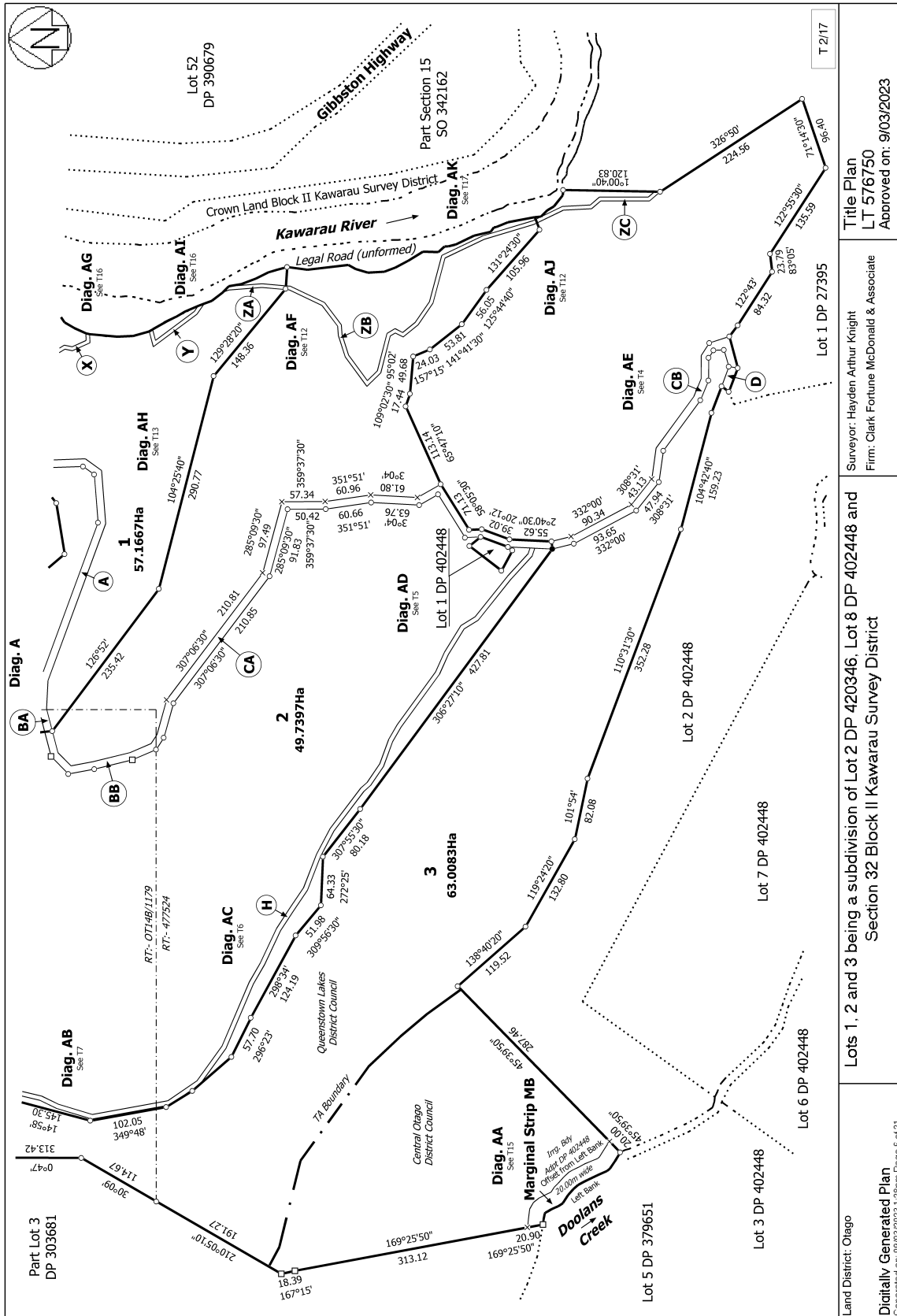
Land Covenant (in gross) in favour of Scope Resources Limited created by Covenant Instrument 12517136.10 - 27.2.2023 at 4:59 pm

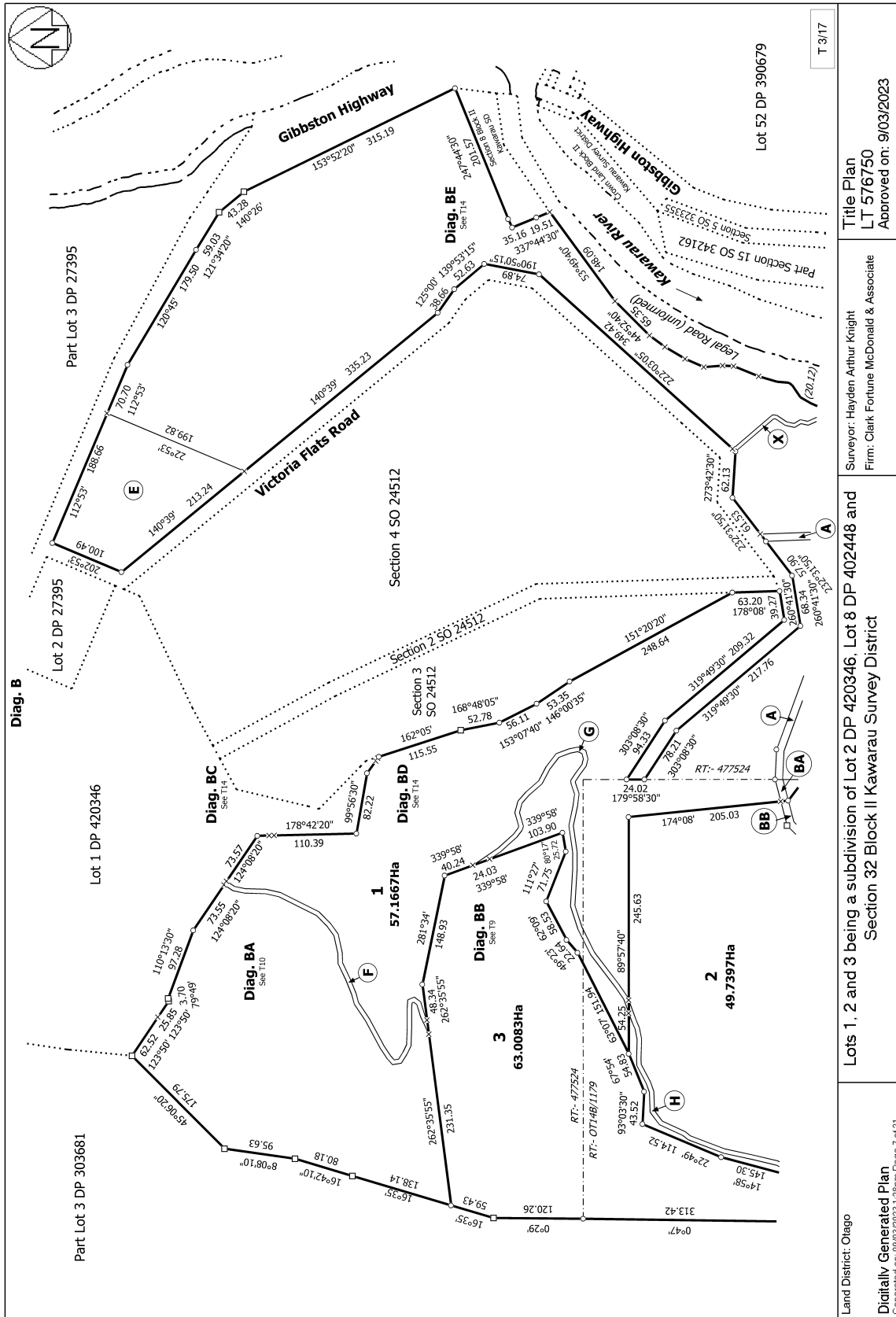
12517136.12 Mortgage to SFL Mortgages Limited - 27.2.2023 at 4:59 pm

12720041.2 CAVEAT BY THE STATION AT WAITIRI LIMITED - 24.4.2023 at 2:47 pm

13006218.1 CAVEAT BY BUNGY NEW ZEALAND LIMITED - 7.5.2024 at 2:55 pm







Land District: Otago

Digitally Generated Plan

Generated on: 09/03/2023 1:28pm Page 7 of 21

Lots 1, 2 and 3 being a subdivision of Lot 2 DP 420346, Lot 8 DP 402448 and Section 32 Block II Karamau Survey District

Surveyor: Hayden Arthur Knight
Firm: Clark Fortune McDonald & Associate

Title Plan
LT 576750
Approved on: 9/03/2023

T 3/17

CONO 7793537.3 Cons

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



DocID: 212177321

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

AND

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

CONSENT NOTICE

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

AND

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

CONSENT NOTICE

BACKGROUND

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

OPERATIVE PART

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

- (a) Lots 1 to 8 DP 402448

CONDITIONS:

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

Dated this 31st day of March 2008

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



EASEMENT CERTIFICATE

Otago

Land Registry Office

(IMPORTANT — Registration of this certificate does not of itself create any of the easements specified herein.)

x LAKE DISTRICT TRUST LIMITED

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Dunedin** on the **day of** **19 99** under No. **27395** are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	A	Lot 1 DP 27395 Part Section 5 S.O. 24547
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	C	Lot 1 DP 27395 Part Section 5 S.O. 24547
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	D	Part Section 5 S.O. 24547

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this

21st day of

September

19 99

EXECUTED

Signed by the above-named

LAKE DISTRICT TRUST LIMITED
in the presence of

Witness:

Howard James Paterson

Occupation:

Director

Address:

Neville Christopher Mahon
Director

Correct for the purposes of the Land Transfer Act

Solicitor for the Registered Proprietor

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and Powers:

See attached

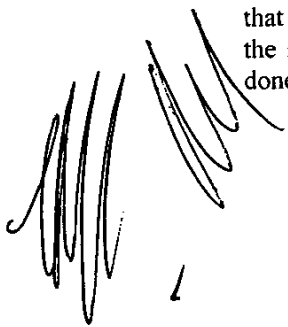
SCHEDULE "B"

RIGHT TO CONVEY TELEPHONE COMMUNICATIONS

The full and uninterrupted and unrestricted right for the Grantee and its tenants (in common with the Grantor its tenants and any other person lawfully entitled so to do) from time to time and at all times to transmit and receive telephone messages by means of cables together with any necessary pillars or other necessary fittings whether below or above ground in a free and unimpeded manner (but subject to the requirements of Telecom) over through under and along the land over which the easement is granted or created together with the right (subject as aforesaid) to maintain and use the telephone cables pillars and any other fittings already laid placed or installed under or on the surface of the land over which the easement is granted or created and to lay place or maintain or to have laid placed or maintained any telephone cables pillars or other fittings in replacement or in substitution for all or any of those cables pillars or other fittings (provided always that any pillars or other fittings above ground shall be installed in such a position so as not to impede the full free and uninterrupted right of way as provided herein) and in order to lay or maintain the efficiency of any such cables pillars or other fittings the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created or upon such part of the land of the Grantor and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying inspecting repairing maintaining and renewing any such cables pillars or other fittings or any part thereof subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

RIGHT TO CONVEY ELECTRICITY

The full and uninterrupted and unrestricted right for the Grantee and its tenants (in common with the Grantor its tenants and any other person lawfully entitled so to do) from time to time and at all times to pass and transmit electric current by means of cables together with any necessary pillars or other necessary fittings whether below or above ground in a free and unimpeded manner over through under and along the land over which the easement is granted or created together with the right to install maintain and use the electric power cables pillars and any other fittings already laid placed or installed under or on the surface of the land over which the easement is granted or created and to lay place or maintain or to have laid placed or maintained any electric power cables pillars or other fittings in replacement or in substitution for all or any of those cable pillars or other fittings (provided always that any pillars or other fittings above ground shall be installed in such a position so as not to impede the full free and uninterrupted right of way as provided herein) and in order to lay or maintain the efficiency of any such cables pillars or other fittings the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created or upon such part of the land of the Grantor and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying inspecting repairing maintaining and renewing any such cables pillars or other fittings or any part thereof subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.



SCHEDULE 'C'

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

5
2

The within easements when created will be subject to
Section 243 Resource Management Act 1991.

W
ALR

Particulars entered in the Register at the date and at the
time recorded below.

District *Land Registrar*
Assistant *of the District of*

EASEMENT CERTIFICATE

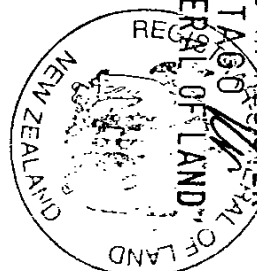
ALBERT ALLOO & SONS
SOLICITORS
DUNEDIN

THE CAXTON PRESS, CHRISTCHURCH

FILE COPY

2.40 21.SEP99 975354.4

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
FOR REGISTRAR - GENERAL OF LAND



View Instrument Details



Instrument No 11156084.1
Status Registered
Date & Time Lodged 25 June 2018 14:37
Lodged By Funnell, Emma Louise
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

408014	Otago
OT14B/1179	Otago

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantor Representative on 25/06/2018 02:34 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 25/06/2018 02:34 PM

*** End of Report ***

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

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

Grantor

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

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

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))
Right to Transmit Electricity	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))
Right to Transmit Telecommunications	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))

3603859

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant****Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

View Instrument Details



Instrument No 12517136.4
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title Land District

1062255	Otago
1062256	Otago
1062257	Otago

Annexure Schedule Contains 1 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Stephen Ross Brent as Grantor Representative on 27/02/2023 11:31 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Julie Ruth Wilson as Grantee Representative on 23/02/2023 02:36 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor****SCOPE RESOURCES LIMITED****Grantee****THE STATION AT WAITIRI LIMITED****Grant of Easement or Profit à prendre**

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to convey electricity and telecommunications	A, BA Deposited Plan 576750	1062255	1062256, 1062257

Easements or profits à prendre rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

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

View Instrument Details



Instrument No 12517136.5
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Records of Title Land District

1062256	Otago
1062257	Otago

Annexure Schedule Contains 1 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Julie Ruth Wilson as Grantor Representative on 23/02/2023 02:36 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Julie Ruth Wilson as Grantee Representative on 23/02/2023 02:36 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6266

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor****THE STATION AT WAITIRI LIMITED****Grantee****THE STATION AT WAITIRI LIMITED****Grant of Easement or Profit à prendre**

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or profit	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way, Right to convey electricity and telecommunications	BB, CA Deposited Plan 576750	1062256	1062257

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

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

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017]~~

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

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

Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952**EI 7398568.11 Easement**

Cpy - 01/01, Pgs - 008, 19/06/07, 18:08



DocID: 110869708

SIGNED IN CAPITALS.

Land registration district

OTAGO

Grantor

Surname(s) must be

HARRIS ROAD NO 36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

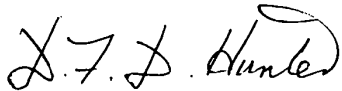
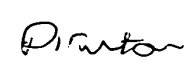
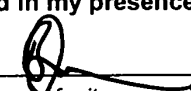
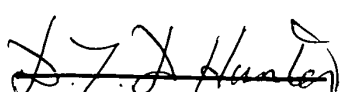
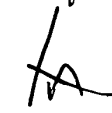

BUNGY NEW ZEALAND LIMITED

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

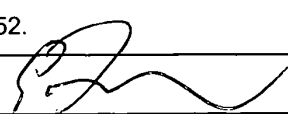
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 14 day of May 2007

Attestation

  Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Brett Gould Solicitor Address Queenstown
  Signature [common seal] of Grantee	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Geoffrey A. Wilson Occupation MANAGER Address ARLINGTON

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



[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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

Annexure Schedule 1

Easement instrument

Dated

14 May 2007

Page

of

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	Marked "E" on DP 379651	Lot 5 DP 379651 (CT 319413)	Lot 4 DP 379651 (CT 319412)
Right to Transmit Electricity	Marked "F" on DP 379651	Lot 2 DP 379651 (CT 319411)	Lots 3 & 4 DP 379651 (CT 319412)
Right to Transmit Telecommunications	Marked "G" and "H" on DP 379651	Lot 2 DP 379651 (CT 319411)	Lot 3 DP 379651 (CT 319412)
	Marked "B" on DP 27395	Section 32 Blk II Kaurarau SD (CT 0T14B/1179)	Lot 3 DP 379651 (CT 319412)

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

[Annexure Schedule 2].

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

[Signatures and initials]

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

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

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7398568.4 Easement I

Land registration district

OTAGO



Cpy - 01/01, Pgs - 002, 19/06/07, 10:51



DocID: 110869699

Grantor

Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO 36 LIMITED

Grantee

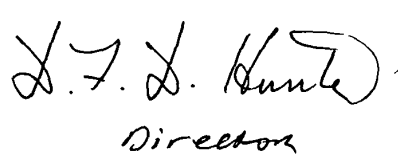
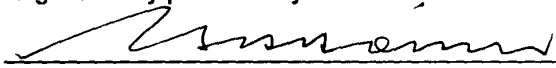
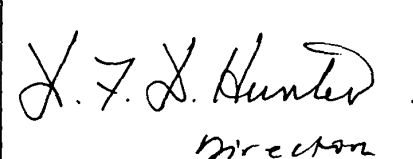
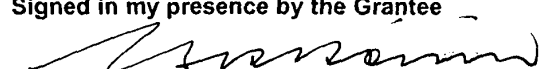
Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO 36 LIMITED

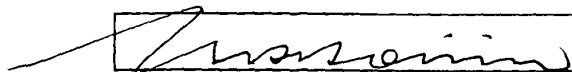
Grant* of easement or profit à prendre or creation or covenant

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

Dated this 15th day of June 2007**Attestation**

 Director	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation BRUCE ALEXANDER BOIVIN SOLICITOR Address QUEENSTOWN
	Signature [common seal] of Grantor
 Director	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation BRUCE ALEXANDER BOIVIN SOLICITOR Address QUEENSTOWN
	Signature [common seal] of Grantee

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


 [Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1



Easement instrument

Dated 15 June 2007Page 1 of 1 pages**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Marked "B" on DP 27395	Section 32 Block II Kawarau Suvey District (CT OT14B/1179)	Lot 1 DP 27527 (Part of the land contained in CT OT19A/736)

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

[Handwritten signature]

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

OTAGO

**EI 7793537.5 Easemen**

Cpy - 01/01, Pgs - 002, 29/04/08, 14:04



DocID: 212180596

Grantor

Surname(s) must

HARRIS ROAD NO.36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

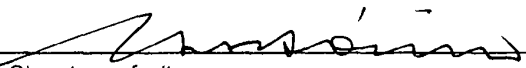
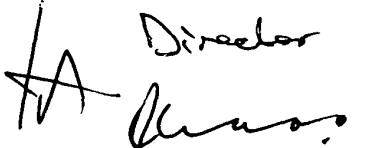
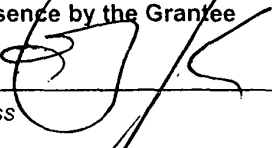
BUNGY NEW ZEALAND LIMITED

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

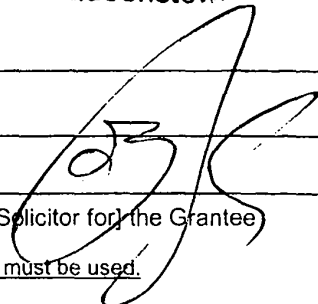
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions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

Dated this 16th day of April 2008

Attestation

<p>HARRIS ROAD NO 36 LIMITED.</p> <p>D. J. L. Hunt.</p> <p>DIRECTOR.</p>	<p>Signed in my presence by the Grantor</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Bruce Alexander Boivin</p> <p>Address Solicitor Queenstown</p>
<p>Signature [common seal] of Grantor</p>	
<p>Director</p> <p></p> <p>Andrew Bryce Jack</p>	<p>Signed in my presence by the Grantee</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Andrew Bryce Jack</p> <p>Address Solicitor Queenstown</p>
<p>Signature [common seal] of Grantee</p>	

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


 [Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Easement instrument

Dated

Page

1

of

1

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way Right to Transmit Electricity and Telecommunications	H DP 402448	Lot 5 DP 402448	Lot 3 DP 402448
	H DP 402448	Lot 5 DP 402448	Lot 4 DP 402448
	A & C DP 402448	Lot 8 DP 402448	Lot 1 DP 402448
	B DP 27395	Section 32 Block II Kawarau Survey District CT OT14B/1179	Lot 1 DP 402448

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

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

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

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

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

~~[Annexure Schedule 2].~~

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

[Handwritten signatures and initials]

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

View Instrument Details



Instrument No 8287698.4
Status Registered
Date & Time Lodged 29 September 2009 15:48
Lodged By Ecclestone, Rosalind Sarah
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

477523	Otago
477524	Otago

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Andrew Bryce Jack as Grantor Representative on 22/09/2009 01:44 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 25/09/2009 10:00 AM

*** End of Report ***

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

OTAGO



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

QUEENSTOWN LAKES DISTRICT COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO.36 LIMITED

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

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

Dated this day of 2009

Attestation

	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Signature [common seal] of Grantor	Address
	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
Signature [common seal] of Grantee	Address

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

[Solicitor for] the Grantee

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

REF. 7003 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule 1



Dated

Page 1 of 1 pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Water	'A', 'B' and 'C' DP 420346	Lot 1 DP 420346 CT 477523	Lot 2 DP 420346 CT 477524

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

~~the provisions set out in Annexure Schedule 21~~

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

~~{Annexure Schedule 2}.~~

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

View Instrument Details



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



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

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

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

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

Signature

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

Grantee Certifications

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

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

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

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

Signature

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

*** End of Report ***

Easement instrument to create land covenant

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

Grantor

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

Arthur Mark Van Der Wilt and Martin Joseph Keogh

Creation of Covenant

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

Schedule A

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

Covenant provisions

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

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

Easement instrument to create land covenant

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

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

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

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

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

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

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

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

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

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

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

Easement instrument to create land covenant

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

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

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

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

"RMA" means the Resource Management Act 1991.

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

1.2 For the avoidance of doubt:

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

2. General Covenants

2.1 The Grantor covenants and agrees:

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

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

Easement instrument to create land covenant

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

3. Covenants in Relation to Agreed Activities

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

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

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

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

3.4 The parties acknowledge and agree that:

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

Easement instrument to create land covenant

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

4. General

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

5. Severability

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

6. Dispute Resolution

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

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

Easement instrument to create land covenant

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

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

View Instrument Details



Instrument No 12517136.10
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title Land District

1062256 Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Grant William Smith as Covenantor Representative on 24/02/2023 01:07 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Stephen Ross Brent as Covenantee Representative on 27/02/2023 11:31 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

The Cardrona Cattle Company Limited

Covenantee

Scope Resources Limited

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference) <i>Deposited Plan 576750</i>	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	All of the land contained within the Burdened Land	Lot 2 Deposited Plan 576750 contained in Record of Title 1062256	In Gross

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

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

It is the Covenantor's and the Covenantee's intention to create the land covenant in gross as set out in Schedule B below for the benefit of the Covenantee and its successors and assigns TO THE INTENT that the Burdened Land in Schedule A shall be bound by the stipulations and restrictions set out in Schedule B below.

Schedule B

1. Interpretation

"Covenantee" means Scope Resources Limited and any assignee from Scope Resources Limited which will conduct the Operations at the Victoria Flats Landfill.

"Instrument" means this Covenant Instrument to note land covenant in gross over the Burdened Land in favour of the Covenantee.

"Operations" means operating the Victoria Flats Landfill every day of every year in compliance with the applicable resource consents and permits (including any renewals or variations).

"Victoria Flats Landfill" means the waste processing and landfill facility on the land in Record of Title OT18C/580.

2. Operative Part

- 2.1. The Covenantor (whether directly or indirectly through another person) will not object to, complain about, bring any proceedings against, nor take any step in respect of the Covenantee's Operations at the Victoria Flats Landfill.
- 2.2. The Covenantor (whether directly or indirectly through another person) will not object to, complain about, bring any proceedings against, nor take any step in respect of any application for a resource consent associated with operating the Victoria Flats Landfill.
- 2.3. Notwithstanding any other clause in this Instrument, each Covenantor:
 - 2.3.1. who owns a portion of the Burdened Land is bound and is liable under this Instrument only in relation to that portion of the Burdened Land that is owned by that Covenantor; and
 - 2.3.2. is only liable under this Instrument for any breach that commenced while that Covenantor was the registered proprietor of its Burdened Land. A Covenantor is not liable for any breach of this Instrument by any past or future registered proprietor or occupier of the Burdened Land (or any part of it).
- 2.4. For the purposes of this Instrument, the Covenantor agrees that this Instrument shall be binding on all transferees, tenants (to the extent permitted by law), lessees, occupiers, mortgagees, charge holders and their respective successors in title and assigns of any estate or interest in the Burdened Land.
- 2.5. If any of the provisions of this Instrument is or becomes invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.
- 2.6. No delay or failure by the Covenantee to enforce performance of any of the covenants set out in this Instrument and no indulgence granted to the Covenantor by the Covenantee shall prejudice the rights of the Covenantee to enforce any of the covenants or provisions in this Instrument.
- 2.7. The Covenantor acknowledges that this Covenant has been granted for valuable consideration received and therefore covenants with the Covenantee:

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

- 2.7.1 not to seek to extinguish, modify, vary, amend, withdraw or remove in any manner whatsoever this Covenant;
- 2.7.2 to preserve the integrity of the agreements in this Covenant; and
- 2.7.3 to always act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement land covenant) and/or easement or encumbrance whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and undertakings of the Covenantor and Covenantee.

Document Set ID: 8746708
Version: 1, Version Date: 04/06/2025

View Instrument Details



Instrument No 12517136.7
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title Land District

1062255	Otago
1062256	Otago

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Stephen Ross Brent as Covenantor Representative on 27/02/2023 11:31 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Grant William Smith as Covenantee Representative on 24/02/2023 12:56 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor**Surname(s) must be underlined or in CAPITALS.

SCOPE RESOURCES LIMITED

CovenanteeSurname(s) must be underlined or in CAPITALS.

THE CARDRONA CATTLE COMPANY LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive use and agreement to provide affected person's approval	All of the land contained within the Burdened Land Deposited Plan 576750	1062255	1062256

Covenant rights and powers (including terms, covenants and conditions)

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

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

~~[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]~~

[Annexure Schedule _____].

Annexure Schedule

Page 2 of 5 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

BACKGROUND

Pursuant to an agreement for sale and purchase between the Covenantor and the Covenantee dated 17 December 2020 (the sale agreement) the Covenantor agreed to grant certain covenants to the Covenantee as outlined below.

OPERATIVE PART

1. For the period expiring 19 May 2026, the Covenantor will only undertake development of the Burdened land that is for purposes ancillary to the operation of the Landfill operated by it on an adjacent property and any other use that involves dealing with waste.
2. The Covenantor will, when requested to do so by the Covenantee, provide affected person's approval for any planning initiative undertaken by the Covenantee with respect to the Benefitted Land, or any other land the vendor owns (now or in the future) which neighbours or adjoins the Benefitted land provided that such initiative is only:
 - a. For non-residential use with respect to the area marked "A" on Plan 1 attached and any other land as described in 2 above;
 - b. For visitor accommodation (as that term is defined in the Queenstown Lakes District Council Operative District Plan as at the date of this Covenant), camping ground, industrial or commercial use with respect to the area marked "B" on Plan 1 attached.

For the avoidance of doubt, but without derogating from 2 (a) and (b) above, the Covenantor shall never be required to provide approval for any proposed residential use (including worker accommodation) of any land owned by the Covenantee under this clause 2.

3. The Covenantor grants to the Covenantee a non-exclusive licence to utilize an approximately 10m wide strip marked "D" on Plan 2 attached, to be used by the Covenantee for landscaping, placement of artworks and signage provided the Covenantee has first obtained the consent of the Covenantor to same (not to be unreasonably withheld). The Covenantor covenants to ensure that its use of the licence area will not interfere with the Covenantee's use for the above purposes.
4. The Covenantor agrees not to grant any other party any further easement over the ROW areas as referred to in further term of sale 3.1 of the sale agreement, provided that existing users of the ROW areas shall be entitled to continue to use same in accordance with their current use rights.
5. This Land Covenant shall bind the Covenantor personally, as well as its successors in title.
6. This Covenant shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, charge holders and their respective successors in title and assigns of any estate or interest in the Burdened Land.
7. Where this Covenant binds or benefits a party, it shall bind or benefit that party jointly and severally.
8. No delay or failure by the Covenantee to enforce performance of any of the covenants set out in this Covenant and no indulgence granted to the Covenantor by the Covenantee shall prejudice the rights of the Covenantee to enforce any of the covenants or provisions of this Covenant.

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule

Page 3 of 5 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

--

Continue in additional Annexure Schedule, if required

9. If at any time any part or provision of this Covenant is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - a. that part or provision shall be severed from this Covenant;
 - b. such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant; and
 - c. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant.
10. The Covenantor acknowledges that this Covenant has been granted for valuable consideration received, in full compensation for the grant of this Covenant and therefore covenants with the Covenantee:
 - a. not to seek to extinguish, modify, vary, amend, withdraw or remove in any manner whatsoever this Covenant;
 - b. to preserve the integrity of the agreements in this Covenant; and
 - c. always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement land covenant) and/or easement or encumbrance whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and the Covenantee.
11. The Covenantor will only be liable for breaches of these Covenants which occur whilst the Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land.

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule

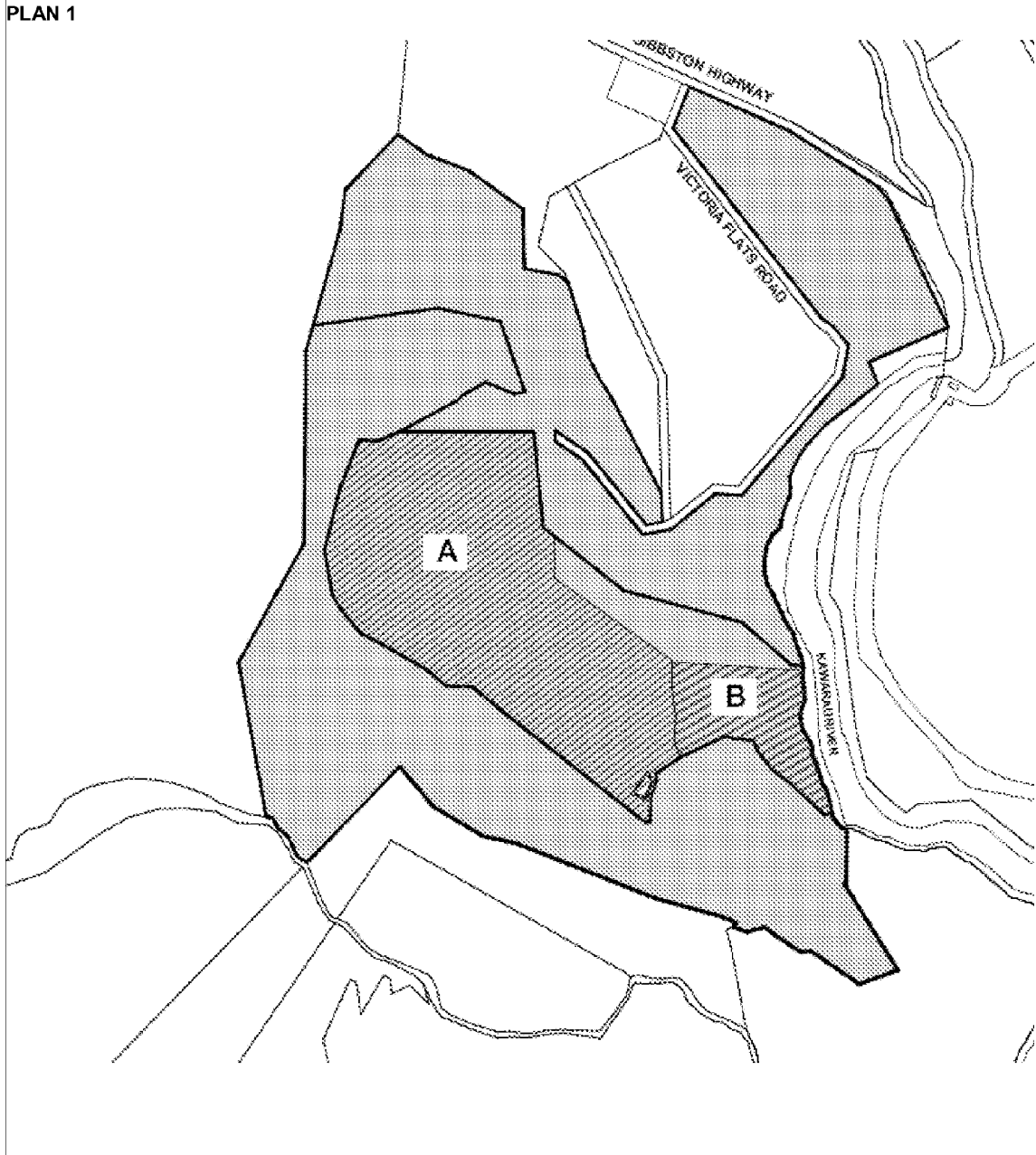
Page 4 of 5 Pages

2015/5049
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 Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

PLAN 1



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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule

Page 5 of 5 Pages

2015/5049
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Registrar-General of Land

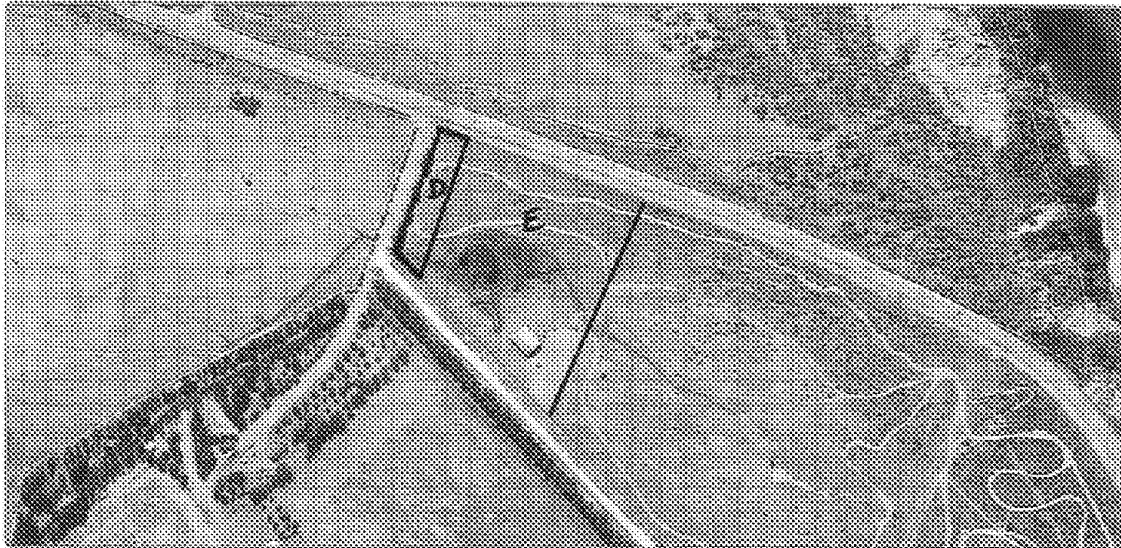
Insert instrument type

Continue in additional Annexure Schedule, if required

PLAN 2

14/12/2020

see Plan 3



D= 10m² wide strip for the purposes of clause 2.1 (c)

E= steaming shed and surrounding area for the purposes of clause 4.1

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

View Instrument Details



Instrument No 12517136.8
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title Land District

1062256	Otago
1062257	Otago

Annexure Schedule Contains 2 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Julie Ruth Wilson as Covenantor Representative on 23/02/2023 02:36 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Grant William Smith as Covenantee Representative on 24/02/2023 01:04 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor**Surname(s) must be underlined or in CAPITALS.

THE STATION AT WAITIRI LIMITED

CovenanteeSurname(s) must be underlined or in CAPITALS.

THE CARDRONA CATTLE COMPANY LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Agreement to provide affected person's approval	Deposited Plan 576750 All of the land contained in the Burdened Land	1062257	1062256

Covenant rights and powers (including terms, covenants and conditions)

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

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule _____].

Annexure Schedule

Page 2 of 2 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Covenant Instrument To Note Land Covenant

Continue in additional Annexure Schedule, if required

BACKGROUND

Pursuant to a prior agreement between the Covenantor and the Covenantee the parties have agreed terms for a land covenant to be registered over the Burdened Land as outlined below.

OPERATIVE PART

1. The Covenantor, and its successors in title, agree to provide affected person's approval (or any similar legal requirement) for any planning initiative or development to be undertaken on the Benefited Land, for the benefit of the Covenantee and its respective successors in title.
2. This Covenant shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, charge holders and their respective successors in title and assigns of any estate or interest in the Burdened Land.
3. Where this Covenant binds or benefits a party, it shall bind or benefit that party jointly and severally.
4. No delay or failure by the Covenantee to enforce performance of any of the covenants set out in this Covenant and no indulgence granted to the Covenantor by the Covenantee shall prejudice the rights of the Covenantee to enforce any of the covenants or provisions of this Covenant.
5. If at any time any part or provision of this Covenant is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - a) that part or provision shall be severed from this Covenant;
 - b) such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant; and
 - c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant.
6. The Covenantor acknowledges that this Covenant has been granted for valuable consideration received, in full compensation for the grant of this Covenant and therefore covenants with the Covenantee:
 - a) not to seek to extinguish, modify, vary, amend, withdraw or remove in any manner whatsoever this Covenant;
 - b) to preserve the integrity of the agreements in this Covenant; and
 - c) always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement land covenant) and/or easement or encumbrance whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and the Covenantee.
7. The Covenantor will only be liable for breaches of these Covenants which occur whilst the Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land.

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

View Instrument Details



Instrument No 12517136.9
Status Registered
Date & Time Lodged 27 February 2023 16:59
Lodged By Loveday, Sandra Mary
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title Land District

1062256	Otago
1062257	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Grant William Smith as Covenantor Representative on 24/02/2023 01:06 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Julie Ruth Wilson as Covenantee Representative on 23/02/2023 02:36 PM

*** End of Report ***

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor**Surname(s) must be underlined or in CAPITALS.

THE CARDRONA CATTLE COMPANY LIMITED

CovenanteeSurname(s) must be underlined or in CAPITALS.

THE STATION AT WAITIRI LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Agreement to provide affected person's approval	Deposited Plan 576750 All of the land contained within the Burdened Land	1062256	1062257

Covenant rights and powers (including terms, covenants and conditions)

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

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule _____].

Annexure Schedule

Page 2 of 3 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Covenant Instrument To Note Land Covenant

Continue in additional Annexure Schedule, if required

BACKGROUND

Pursuant to a prior agreement between the Covenantor and the Covenantee the parties have agreed terms for a land covenant to be registered over the Burdened Land as outlined below.

OPERATIVE PART

1. The Covenantor, and its successors in title, agree to provide affected person's approval (or any similar legal requirement) for any planning initiative or development to be undertaken on the Benefited Land, for the benefit of the Covenantee and its respective successors in title.
2. This Covenant shall be binding on all transferees, tenants (to the extent permitted by law), lessees, mortgagees, charge holders and their respective successors in title and assigns of any estate or interest in the Burdened Land.
3. Where this Covenant binds or benefits a party, it shall bind or benefit that party jointly and severally.
4. No delay or failure by the Covenantee to enforce performance of any of the covenants set out in this Covenant and no indulgence granted to the Covenantor by the Covenantee shall prejudice the rights of the Covenantee to enforce any of the covenants or provisions of this Covenant.
5. If at any time any part or provision of this Covenant is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - a. that part or provision shall be severed from this Covenant;
 - b. such invalidity and severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant; and
 - c. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant.
6. The Covenantor acknowledges that this Covenant has been granted for valuable consideration received, in full compensation for the grant of this Covenant and therefore covenants with the Covenantee:
 - a. not to seek to extinguish, modify, vary, amend, withdraw or remove in any manner whatsoever this Covenant;
 - b. to preserve the integrity of the agreements in this Covenant; and
 - c. always to act in good faith and do all acts and things and enter into and execute all documents, instruments (including any replacement land covenant) and/or easement or encumbrance whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give full force and effect to the intentions and understandings of the Covenantor and the Covenantee.
7. The Covenantor will only be liable for breaches of these Covenants which occur whilst the Covenantor is the registered proprietor of the Burdened Land or any part of the Burdened Land.

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Annexure Schedule

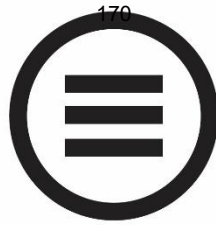
Page 3 of 3 Pages

2015/5049
APPROVED
Registrar-General of Land

*Insert instrument type***Covenant Instrument To Note Land Covenant***Continue in additional Annexure Schedule, if required*

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

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.



TOWNPLANNING GROUP

10 July 2025

Our Ref: 2138-18

Queenstown Lakes District Council
C/- Steve Blackmore

VIA EMAIL: steve.blackmore@qldc.govt.nz

Dear Steve,

RESPONSE TO S88 REQUEST RM250368 – CARDRONA CATTLE COMPANY LIMITED

This letter is in response to your email dated 19th June 2025 in which further information was requested (s88) to fully understand the application in relation to RM250368. We respond to the various points raised in turn and have repeated each request below for clarity.

- 1. Could you provide an overall site plan that shows the site, the location of the proposed development within the site and shows the neighbouring sites.*

Please find attached a set of plans as **Attachment [A]** including an overall site plan showing the location of the site and development within the site and the neighbouring sites.

- 2. Could you provide a floor plan for the proposed residential unit.*

Please find attached a set of plans as **Attachment [A]** including a floor plan of the unit to contain the managers unit. The internal layout has not yet been finalised and therefore the location of the kitchenette, bathroom etc have not yet been confirmed.

- 3. Could you provide additional assessment on the reverse sensitivity in relation to the adjacent landfill site. We would potentially consider the neighbouring site an affected party and note there are differing potential effects of a residential activity on this site that would be different to those of effects resulting from the temporary visitation such as that undertaken through a storage unit activity.*

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We refer to the application at section 5.4. In summary, if the landfill operate to their consent and designation there will be no reverse sensitivity effects. Further detail is provided in the following paragraphs.

Reverse sensitivity is generally described as new sensitive land uses or users coming into an area where existing land uses generate a range of adverse effects that were otherwise considered acceptable or tolerable. The new land uses/users may complain or otherwise be adversely affected by existing activities and thus demand changes to existing operations, placing operational or economic burdens on established business operators.

Such a consideration is relevant in the case of the present proposal due to the presence of the landfill which could generate nuisance effects, namely dust and odour, as part of landfill management and waste processing.

In consideration of the landfill, effects associated with odour and dust decrease relative to proximity to the landfill. In consideration of this, the proposed residential activity is wholly located outside of the landfill buffer zone. The site is also protected to a certain degree by a small hill which wraps around the site from north-east to the north and north-west, sheltering the site from dust and odour to some extent.

To evaluate reverse sensitivity effects arising from the location of the landfill, the constraints that the landfill must operate under have to be considered in terms of odour discharges through to 2034 (being the term of the landfill consents and Scope Resources Limited's lease tenure) as without evaluating the constraints on the activity it could be construed that the landfill is unfettered in terms of its odour effects on the environment, which is far from the case.

Condition 4 (g) (iv) of Designation 76 states that, as an ongoing requirement, the effects of odour, dust, vermin and litter are to be mitigated to ensure that any adverse effects associated within the site are minor.

Resource Consent 97164.V2 relates specifically to the nature of air discharges in association with the landfill and condition 3 of that discharge consent requires that the effects of any odour emission that is offensive or objectionable is limited to the boundary of the Council site, which notably excludes the buffer zone land.

Therefore, on the basis that the landfill is operated in accordance with the designation and consents, the effects of odour would not give rise to an undue risk of complaints from the proposed residential activity of a manager's residence that would adversely affect landfill operations.

Reverse sensitivity effects will be less than minor.

4. *To help with such an assessment, it would be useful to have additional information such as: the distance from the landfill of the proposed development from the adjacent site containing the*



landfill, the location of the proposed residential activity in relation to the adjacent site boundary, the location of the buffer zone and any other features that would mitigate such effects. As mentioned above, there is no site plan.

The distance of the managers unit from the landfill at the closest point is 423m. The distance of the managers unit from the adjacent site boundary is 167m.

The location of the buffer zone is now shown on the site plan of **Attachment [A]**.

- 5. In terms of the permitted baseline you mention. It would not be permitted to construct a residential flat or any building outside of an approved building platform in this zone.*

Correct and that is what the permitted baseline assessment says. We have used it as a helpful comparison that a residential flat could be constructed on the site as a permitted activity, we are just not utilising the building platform of the residential unit we are utilising one of the storage facility units.

- 6. In terms of the underlying consent. It doesn't necessarily indicate the proposed storage facility would not be viable without the presence of an on site manager?*

Following grant of the underlying consent the Applicant has engaged in discussions with several storage facility operators and has received consistent feedback that a resident site manager is a significant advantage to the efficient and secure operation of the facility.

The presence of a site manager greatly enhances security, acting as both a deterrent to theft or vandalism and allowing for immediate response to any suspicious activity or maintenance issues, particularly considering the relatively isolated location of the site. Customers benefit from improved service, with someone available on-site to assist with inquiries, show units, and resolve problems quickly. The facility is more likely to remain clean, orderly, and well-maintained, with regular inspections and prompt attention to repairs. Operational efficiency is also improved, as the manager can oversee day-to-day tasks, enforce policies, and manage tenant accounts, helping to reduce vacancy rates and improve revenue. Additionally, an onsite manager supports compliance with health and safety standards and can respond quickly in the event of an emergency. Overall, their presence contributes to a more secure, professional, and customer-focused operation. The presence of a resident site manager is not an unusual feature of a storage facility.

We trust this additional information will afford you further clarity with respect to the proposal. Please contact the undersigned on anita@townplanning.co.nz or 021 568 335 should you have any queries.



Yours sincerely,
Town Planning Group



Anita Collie
Director

Enclosed:
[A] Updated Plan set





TOWNPLANNING GROUP

12 August 2025

Our Ref: 2138-18

Queenstown Lakes District Council
C/: Rebecca Holden

VIA EMAIL: Rebecca.Holden@qldc.govt.nz

Dear Rebecca,

RESPONSE TO FURTHER INFORMATION REQUEST RM250368 – MANAGERS FLAT VARIATION

1 INTRODUCTION

Town Planning Group (NZ) Limited act on behalf of Cardrona Cattle Company in relation to the above application. We are pleased to response to Council's latest correspondence (dated 7 August 2025) in which further information was requested (RFI) in relation to various matters.

To assist Council in undertaking their assessment, we provide the following supporting documents;

1. Managers Flat Plans (**Attachment [A]**)
2. Landfill distance Plan (**Attachment [B]**)

2 RFI RESPONSE

We respond to the various points raised in turn and have repeated each information request below for clarity.

- 1. Consent is sought to convert an approved storage unit into a manager's unit (residential). From reading the AEE I understand that it is only the mezzanine floor of this unit that will be used for residential purpose. Could you please provide a floor plan for this unit confirming the overall floor area and showing the layout of bedroom/living areas including a kitchen. Also please confirm whether the "yard" area identified on the plan provided (Unit J) will be associated with the residential activity or the storage unit.***

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The first floor of the unit will be used for residential purpose for the manager of the storage facility the ground floor will be utilised for storage. Please find attached updated plans as **Attachment [A]**. The yard area will be utilised as part of the storage area of the unit.

2. *Consent is also sought to vary condition 1 of RM220327 to add and remove plans related to the managers residence. Please make the necessary changes to remove reference to the “Gatehouse Managers Accommodation building” on the following plans:*
- *‘Storage and Garage Club Layout’ Drawing Number A01.01 Dated 16/08/22 Prepared by dee bee cubed*
 - *‘Gatehouse Office/Manager’s Accommodation – Storage & Garage Club’ Drawing Number A04.06 Dated 16/08/22 Prepared by dee bee cubed.*

Please find attached the updated plans that will replace the two plans outlined above. These are provided in **Attachment [A]**.

- *‘Storage and Garage Club Layout’ Drawing Number A01.01 Dated 11/08/2025 Prepared by dee bee cubed*
- *‘Lakeside Storage Layout’ Drawing Number A01.02 Dated 11/08/2025 Prepared by dee bee cubed*
- *‘Gatehouse Office and Managers Storage’ A04.06 Dated 11/08/2025 Prepared by dee bee cubed*

3. *Further to point 2, please provide amended plans repurposing the “Gatehouse Managers Accommodation building” and associated spaces.*

As above new plans provided within **Attachment [A]**.

4. *A condition is proposed in relation to limiting the residential occupation of this unit to the manager of the storage facility and their family. I note a number of other conditions were originally volunteered as part of RM220327 (as discussed within the Commissioner’s decision), including a “no complaints” covenant. This eventually formed part of Condition 9 of RM220327.*

Given the High Court Decision quashed the discretionary consent for the manager’s residence, including all associated conditions, please advise whether you seek consent to amend Condition 9 to reinstate reference to the Manager’s Residence (i.e. the wording originally approved under RM220327) to address potential reverse sensitivity effects.

Yes, consent is also sought to amend Condition 9 is required to reinstate reference to the Manager’s Residence (i.e. the wording originally approved under RM220327) to address any potential reverse sensitivity effects.



- 5. Further, reference is also made to the Manager's Residence within Conditions 16a), 16d) and 22. To ensure the unit is appropriately serviced, a variation will be required to these conditions to refer to the Manger's Residence (as per the wording originally approved under RM220327). Please confirm.**

Yes, consent to amend Condition 16a), 16d) and 22 is also required in order to refer to the managers residence.

- 6. Please confirm what the 'Manager's Residence' above the 'Gatehouse Administration Building' approved by RM220327 will now be used for?**

Please refer to the plans provided in **Attachment [A]** which shows the floor plans for the office building.

- 7. Condition 8 of Designation 76 (Landfill Buffer) requires all activities conducted on the landfill site do not exceed noise limits, either at, nor within, the notional boundary of any residential unit. Please provide an assessment (email is fine) in relation to reverse sensitivity (noise) effects and the potential for the proposed residential activity to curtail landfill operations with respect of this condition.**

The condition requires a restriction on the landfill and therefore they cannot exceed those limits. The proposed managers flat is outside of the buffer and a further 167m from the buffer line. The applicant is aware of the landfill operation and the storage manager will also be made aware of the landfill operations. The proposal will not curtail landfill operations and can both operate in harmony.

The landfill's operation is subject to the noise limits specified in Condition 8, which are measured at, or within, the notional boundary of any residential unit. Provided the landfill continues to operate in accordance with these limits, the activity is compliant with its designation and there is no basis for it to be required to reduce or alter its operations due to the presence of new residential activity.

Given that:

- The landfill is legally established and subject to enforceable noise limits that apply at the notional boundary of residential units;
- Compliance with these limits ensures that noise effects are maintained at a level considered acceptable under the designation; and
- The proposed residential activity will not alter the location of the landfill's notional boundary or the applicable noise limits;

it is considered that the proposed residential activity will not result in unreasonable reverse sensitivity effects, nor will it have the potential to curtail lawful landfill operations.



It is acknowledged that the perception of noise effects by future occupants cannot be entirely avoided; however, this is managed through the designation's noise controls. Any potential for complaints would be addressed by reference to the compliance framework already in place. On this basis, reverse sensitivity effects are assessed as less than minor.

- 8. For completeness, please confirm the approximate distance from the boundary of the Victoria Flats Landfill to the proposed storage unit to be used for residential activity, compared to the location previously approved under RM220327 (prior to this part of the consent being quashed).**

The plan showing the distances of the managers unit to the land fill and the buffer has been amended to also include the distance from the previously approved managers unit under RM220327. This is attached as **Attachment [B]**.

We trust this additional information will afford you further clarity with respect to the proposal. Please contact the undersigned on anita@townplanning.co.nz or +64 21 568 335 should you have any queries.

Yours sincerely,
Town Planning Group



Anita Collie
Director

