

APPLICATION AS NOTIFIED

**V Buckham
(RM201050)**

**Submissions Close
3rd February 2022**

FORM 12

File Number RM201050

QUEENSTOWN LAKES DISTRICT COUNCIL

PUBLIC NOTIFICATION

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

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

Victoria Buckham

What is proposed:

Land use consent to undertake a commercial activity comprising up to 100 events per calendar year (excluding events at the "Ruins", for which no limit is proposed) for up to 150 guests each event.

Note: the Applicant has sought consent for a "temporary" activity, it is Council's view that the proposal is a commercial activity.

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

31 Speargrass Flat Road, Dalefield which is legally described as Lot 2 Deposited Plan 309070 and Lot 1 Deposited Plan 22310, held in Record of Title 35296.

The application includes an assessment of environmental effects. This file can also be viewed at our public computers at these Council offices:

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

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

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM201050 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Rebecca Holden, who may be contacted by phone 0211 701 496 or email rebecca.holden@qldc.govt.nz.

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

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

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

3rd February 2022

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

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

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

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

You must serve a copy of your submission to the applicant (Victoria Buckham, buckham@queenstown.co.nz) as soon as reasonably practicable after serving your submission to Council:

C/- Brett Giddens
brett@townplanning.co.nz
Town Planning Group
PO Box 2559
507 Malaghans Road
Queenstown

QUEENSTOWN LAKES DISTRICT COUNCIL



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

Date of Notification: 16/12/2021

Address for Service for Consent Authority:

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

Phone
Email
Website

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



APPLICATION FOR RESOURCE CONSENT OR
FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



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

PLEASE COMPLETE ALL MANDATORY FIELDS* OF THIS FORM.

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

APPLICANT //

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

*Applicant's Full Name / Company / Trust:

(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust:

*Postal Address:

*Post code:

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

*Email Address:

*Phone Numbers: Day

Mobile:

*The Applicant is:

☐

Owner

☐

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

☐

Occupier

☐

Lessee

Other - Please Specify:



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

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

CORRESPONDENCE DETAILS //

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

*Name & Company:

*Phone Numbers: Day

Mobile:

*Email Address:

*Postal Address:

*Postcode:

INVOICING DETAILS //

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

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

Applicant:

☐

Agent:

☐

Other - Please specify:

Email:

☐

Post:

☐

*Attention:

*Postal Address:

*Post code:

*Please provide an email AND full postal address.

*Email:



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

Owner Name:

Owner Address:

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

Date:

Names:



DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

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

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

Details are the same as for invoicing

☐

Applicant:

☐

Landowner:

☐

Other, please specify:

*Attention:

*Email:

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



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

*Address / Location to which this application relates:

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

District Plan Zone(s):



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

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

YES ☐ NO ☐

Is there a dog on the property?

YES ☐ NO ☐

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

YES ☐ NO ☐

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

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

☐

Yes

☐

No

☐

Copy of minutes attached

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



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

☐

Land use consent

☐

Subdivision consent

☐

Change/cancellation of consent or consent notice conditions

☐

Certificate of compliance

☐

Extension of lapse period of consent (time extension) s125

☐

Existing use certificate



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

☐

Controlled Activity

☐

Deemed Permitted Boundary Activity

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

☐

BRIEF DESCRIPTION OF THE PROPOSAL //

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

*Consent is sought to:



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

☐

Yes

☐

No

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



OTHER CONSENTS

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

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

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

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

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

☐

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

☐

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

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



OTHER CONSENTS // CONTINUED

☐

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

☐

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

☐ Any other National Environmental Standard

☐

Yes

☐

N/A

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

☐ Otago Regional Council

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

☐

Yes

☐

N/A



INFORMATION REQUIRED TO BE SUBMITTED //

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

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

☐

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

☐

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

☐

A site plan at a convenient scale.

☐

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

☐

An Assessment of Effects (AEE).

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



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



PRIVACY INFORMATION

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



FEES INFORMATION

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

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



FEES INFORMATION // CONTINUED

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

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

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

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

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

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

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

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



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

Please reference your payments as follows:

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

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

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

I confirm payment by:

☐

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

☐

Cheque payable to Queenstown Lakes District Council attached

☐

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

*Reference

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

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

*Date of Payment

Invoices are available on request

APPLICATION & DECLARATION

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

☐

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

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

OR:

☐

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

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

☐

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

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

Full name of person lodging this form

Firm/Company

Dated

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



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

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

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

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

2 INFORMATION REQUIRED IN ALL APPLICATIONS

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

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

Information provided within the Form above

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

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

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

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

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

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

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

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



ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

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

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

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

UNDER THE FOURTH SCHEDULE TO THE ACT:

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

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

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

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

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



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

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

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

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

Application Form 9

Engineering Report

Assessment of Environmental Effects (AEE)

Geotechnical Report

Computer Register (CFR)

Wastewater Assessment

Covenants & Consent Notice

Traffic Report

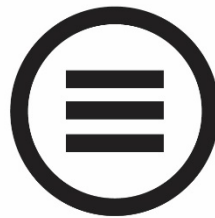
Affected Party Approval/s

Waste Event Form

Landscape Report

Urban Design Report

Ecological Report



TOWNPLANNING
GROUP

Application for Resource Consent to the Queenstown Lakes District Council:

Victoria Buckham

*Land use consent to undertake temporary events
at Thurlby Domain, 31 Speargrass Flat Road,
Wakatipu Basin*

November 2021

Document prepared by:

Town Planning Group (NZ) Limited

Phone: 0800 22 44 70

Email: office@townplanning.co.nz

Web: www.townplanning.co.nz

Offices in Queenstown, Wānaka, Christchurch & Auckland



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- [B] Temporary Event Site Plan
- [C] Acoustic Assessment – Tonkin & Taylor
- [D] Noise Management Plan
- [E] Operational Management Plan



1 Introduction

1.1 Overview

Victoria Buckham (the “**Applicant**”) applies for land use consent to undertake up to 100 temporary events per calendar year (excluding events at the Ruins, for which no limit is proposed) at the property located at 31 Speargrass Flat Road, Wakatipu Basin. “Temporary events” are defined under the District Plan and, for example, include weddings, celebrations, photography, and filming.

The “property” or “land holding” comprises two sites, each held in a separate record of title, collectively known as “Thurlby Domain”. The total area of the land holding is approximately 14.28ha. The property is used for rural residential purposes, with the Applicant’s family dwelling located centrally within the property. The property contains expansive, attractive landscaping, including protected trees, and a number of historic accessory buildings and ruins from the original homestead which was built on the site in 1873.

Temporary events have been undertaken at the property since the 1990s. The income from paid events is put back towards the maintenance of the property, including the heritage trees and maintenance and restoration of the historic buildings, which the Applicant advises is a substantial overhead. The Applicant has also allowed community events on the property without charge.

This application seeks to enable a larger number of these events to be held, being above that permitted under Chapter 35 of the District Plan. The application sets out parameters around the scale, frequency, duration and timing of proposed events to manage adverse effects on the character and amenity of the surrounding area. The rural-residential use of the property will remain the primary use of the property.

Temporary events will occur within the heritage accessory buildings on the property and in a number of locations of the property outside the buildings. Water and sanitation will be brought in as necessary for the temporary events as there are currently no permanent facilities in place. The details of the temporary events are outlined further in this application.

The land holding is split zoned **Wakatipu Basin Rural Amenity Zone** and its subzone, the **Wakatipu Basin Lifestyle Precinct** under the Queenstown Lakes Proposed District Plan (“**PDP**”). As the application concerns temporary events, resource consent is required under Chapter 35 (Temporary activities and relocated buildings) for a Discretionary Activity, as the proposal exceeds the number of events permitted in any calendar year under Rule 35.4.5, and under Chapter 36 for a Non-Complying Activity because some of the activities will not meet the relevant noise standard for noise received within any site within the Wakatipu Basin Lifestyle Precinct. The application overall is therefore for a Non Complying Activity.

This Assessment of Environmental Effects (“**AEE**”) report considers the effects of the proposal and determines that any adverse effects on the environment will be less than minor. The proposal has been shaped around the presence and location of sensitive receivers in the surrounding environment, with controls proposed on the timing, frequency, management and location of events to manage noise and amenity effects. Many of the proposed events, such as wedding ceremonies, are relatively benign in effect and will have no discernible effect on the receiving environment. While some activities will not meet the relevant District Plan noise standard for the Wakatipu Basin Lifestyle Precinct, which requires the stated noise limits to be met at any point within the Wakatipu Basin Lifestyle Precinct (i.e. effectively some neighbouring property boundaries in this instance), the noise limits will in most instances be achieved at the notional boundary of neighbouring dwellings, which is considered a more representative measurement point in terms of actual noise effects. In addition, while the majority of events will host between 30 – 60 guests, noise effects have been assessed on the assumption that every event will host 150 guests (being the maximum number of guests proposed for any event) and the assessment is therefore conservative in this respect. Despite this, and that the District Plan noise limits may be exceeded for a small number of events, the conclusion reached in respect of noise is that noise emissions from the proposed events and impacts on noise amenity will be acceptable.

The number of temporary events proposed is limited, and they will be dispersed over a number of locations over the 14ha property. The applicant proposes more stringent controls for temporary events in and around the historic buildings adjacent to the closest neighbour to mitigate adverse effects on the amenity on the occupants.

The continued and proposed increase in use of the historic buildings and their surrounds represents an efficient and sustainable use of the property and provides the opportunities for others to appreciate the heritage nature of the site and buildings. The income that will be derived from this use will be put back into the ongoing maintenance and restoration of the buildings, ensuring that the buildings can be enjoyed and will endure into the future. Other positive effects will also arise from the proposal.

The proposal is not contrary to the relevant objectives and policies of the Proposed District Plan.

The proposal overall achieves the purpose and principles of the Resource Management Act 1991 (“**RMA**”) and is considered to represent sustainable management of the resource, as directed under Part 2.

2 Site & Location Details

2.1 Site Details

The “property” or “land holding” is located at 31 Speargrass Flat Road, Wakatipu. It comprises of two sites each held in a separate record of title, collectively known as “Thurlby Domain”, as shown in [Figure 1](#) below.



[Figure 1:](#) Thurlby Domain is shown in red (Source: ORC GIS)

The property is made up of the following titles:

- Lot 2 DP 309070 and Lot 1 DP 22310, as held in Record of Title 35296 (being approximately 13.47ha in area); and
- Lot 2 DP 22310, as held in Record of Title OT10C/1465 (being approximately 0.8ha).

The titles are subject to several Land Covenants; these do not preclude the use of the site for temporary events.

A copy of the titles and covenants is appended in **Attachment [A]**.

The titles together comprise “Thurlby Domain”. The Applicant has been granted resource consent RM200835 to undertake a boundary adjustment between the sites. This consent has not been implemented.

2.2 Description of the Property and its use

The property is rurally located with pockets of open spaces, amongst a setting of mature trees and landscaped gardens. Lower density rural-residential living is located in the surrounding environment.

The regular day-to-day use of the property is for rural residential living purposes, with the Applicant residing at the residential dwelling on the property, with a number of accessory buildings located on other parts of the property, including the historic buildings. Temporary events have been undertaken from the property for many years. While there is a water supply available, water and sanitary facilities are brought in for temporary events.

The topography is gently rolling, sloping in a southerly direction towards Speargrass Flat Road. A small watercourse bisects the property travelling in a south to south-east direction. The Applicant’s residential dwelling is located relatively centrally on the property, at a higher elevation, as shown in [Figure 1](#).

Direct views into the property are generally obscured from the adjoining roads by the established planting along the roadside boundaries, consisting primarily of mature poplar trees. The degree of screening is reflective of the seasons.

The property has two access locations off Speargrass Flat Road which are connected to an internal access route that winds through the property, passing via the existing farm and heritage buildings, up to residential dwelling.

2.3 Heritage Trees and Buildings

There are a number of protected buildings and trees located on the property, shown on the District Plan excerpt in [Figure 2](#) below, and the photographs in [Figure 3](#) and [Figure 4](#) below.



Figure 2: Heritage Features (Source: QLDC GIS)

The features include ruins from the original homestead, built in 1873, and the associated buildings. Various trees and hedges within the property are also protected.



Figure 3: Stone ruin



Figure 4: Stables building located close to the east boundary of the site

3 Description of the Proposal

3.1 Proposal Overview

The Applicant seeks land use consent to undertake up to 100 temporary events per calendar year, excluding events at the Ruins (for which no limit is proposed) at the land holding located at 31 Speargrass Flat Road.

“Temporary events” are defined under the District Plan¹ and the proposal includes that range of events. The Applicant has a particular focus on:

- weddings, ceremonies and receptions (and associated photography)
- birthday celebrations
- community picnics
- general social gatherings, particularly with an orientation around the historic buildings and gardens
- filming.

Guests will have a number of options at the property with a range of historic buildings and ruins forming pleasant outdoor settings for events. These amenities are highly sought after for wedding ceremonies.

Some photographs showing the use of the property for temporary events are below.



Figure 5: Photograph of ceremony at The Ruins, with acoustic entertainment

¹ “Means the use of land, buildings, tents and marquees, vehicles and structures for the following activities: a. carnivals; b. fairs; c. festivals; d. fundraisers; e. galas; f. market days; g. meetings; h. exhibitions; i. parades; j. rallies; k. cultural and sporting events; l. concerts; m. shows; n. weddings; o. funerals; p. musical and theatrical entertainment, and q. uses similar in character. Note: The following activities associated with Temporary Events are not regulated by the PDP: a. Food and Beverage; b. Sale of Alcohol.”



Figure 6: Photographs of a ceremony in The Stable



Figure 7: Photograph of the use of The Cow Byre



Figure 8: Photograph of the use of Outdoor Area (1) with the dwelling at 67 Speargrass Flat Road in the background



Figure 9: Photographs of receptions in the Farm Building

Primarily the events are for a small niche market and the numbers of people per event are likely to range more typically from 30 to 60 guests, but occasionally up to 150.

Figure 10 identifies the general locations around the property and the buildings that will be utilised for temporary events. This figure is reproduced as a larger plan in **Attachment [B]**.



Figure 10: General event layout plan

For completeness, this application does not relate to “residential activities” and “temporary filming events” (as defined). The rules in the District Plan relating to these activities will continue to apply. In addition, the proposed annual limit for temporary events uses of the property such as general scenic photography or site seeing; by the general public, the effects of such activities being negligible (and not “temporary events”).

3.2 Activity Areas for Temporary Events

While the entire property comprises the application site, temporary events will occur generally in the areas shown in [Figure 10](#), above, with limitations proposed on the use of each area.

Music is proposed in some areas. The different types of music proposed is described as follows:

- **Background music** consisting of low-level music played through a speaker. This is a level that voices do not need to be raised to have a conversation.
- **Single instrument** such as a flute or cello. This is at a level that voices do not need to be raised to have a conversation. This does not include louder brass instruments.

- **Gentle live music** such as a string quartet, or amplified acoustic guitar played at a relatively low level, with no excessive low frequency sound. Voices may need to be raised slightly for conversation.
- **Music for dancing** such as a live band or amplified music, with no drums or excessive bass.

The limitations proposed for each particular area are as follows:

- **Outdoor Area (1)** is an area in close proximity to an adjoining rural residential property at 67 Speargrass Flat Road. The use of this area for temporary events is proposed to be restricted to daytime hours between 10am to 8pm, with guests being required to vacate or move indoors after 8pm. Background and single instrument music is proposed during daytime hours. The Applicant will construct an acoustic fence along the boundary of 67 Speargrass Flat Road at a height of 2m to mitigate views into and attenuate noise from this part of the property.
- **The Stables (A)** is a heritage building that will be used primarily for wedding ceremonies, particularly in times of inclement weather, when The Ruins (3) is not suitable. It is proposed to restrict the use of the Stables to between the hours of 10am and 12.30am. Music will generally be background or single instrument music within the building, although gentle live music is also proposed.
- **The Cow Bryre (B)** is another heritage building that is presently set up and used primarily as a farm building, and from time to time as a location for wedding photos. It is anticipated that these uses will continue. If the building is used for temporary events, it is also proposed to restrict its use to between the hours of 10am and 12.30am. Any music in this building will be as for the Stables, above.
- **Outdoor Area (2)** is the area between the buildings on the property. This location is well screened from adjoining properties by the built form and will be the location where a marquee may be set up occasionally for events (generally in association with the use of the Farm Building). It is proposed to restrict the use of this area for temporary events to between the hours of 10am and 12.30am. Any music in this location is to be background or single instrument music. Gentle live music is also proposed, but only during daytime hours.
- **The Farm Building (C)** is where the later evening events are proposed to be held, such as wedding receptions. This building is located away from the sensitive receivers beyond the property and is screened by other buildings in the cluster. It is proposed to restrict the use of this building to between the hours of 10am and 12.30am. Music can be played in this building, including music suitable for dancing, subject to the controls discussed later in this assessment.
- **The Ruins (3)** is the primary area for wedding ceremonies and other lower key activities, such as community picnics. This area is discrete, isolated and located a generous distance from sensitive receivers. Marquees may be set up in this

location. It is proposed to restrict its use to between the hours of 10am to 12.30am. Background, single instrument and gentle live music is proposed.

- **Car parking** for temporary events is to be kept relatively undefined, reflecting the nature of the temporary events and the overall character and use of the property as rural residential. This area is indicated generally on the site plan and will be marked out depending on the size of the event and, in particular, whether parking is required for the event.

The times stated above refer to the use of an area by guests at temporary events, and exclude the setting up and packing down of equipment for temporary events.

It is proposed that for events that finish at 12.30am, guests will be required to vacate the property by 1am.

3.3 Further controls on Temporary Events

The following further controls are offered by the Applicant to reduce and manage the scale and nature of the Temporary Events.

- A maximum of 100 temporary events on the property per calendar year (excluding temporary events undertaken in The Ruins area, for which no limit is proposed).
- A maximum of 150 guests engaged in a temporary event on the property at any one time (excluding staff).
- All temporary events are to cease by 12.30am with guests off site by 1am.
- Music at temporary events shall be limited to the following:

Area	Music	Hours
Outdoor Area 1	Background, single instrument	10am – 8pm
Outdoor Area 2	Background, single instrument	10am – 12.30am
	Gentle live music	10am – 8pm
Stables and Cow Byre	Background, single instrument, gentle live	10am – 12.30am
Farm Building	Background, single instrument, gentle live, music for dancing	10am – 12.30am
Ruins and Marquee Area	Background, single instrument	10am – 12.30am
	Gentle live music	10am – 12.30pm

- e) All Temporary Events are to be conducted so that the following noise limits, measured in accordance with NZS 6801:2008 and assessed in accordance with NZS 6802:2008, shall not be exceeded as follows:

At any point within the notional boundary of a residential unit in the Wakatipu Basin Rural Amenity Zone and Wakatipu Basin Lifestyle Precinct (other than residential units on the property):

- Daytime (0800 to 2000 hrs) – 50dB $L_{Aeq(15\text{ min})}$
 - Night-time (2000 to 0800 hrs) – 40 dB $L_{Aeq(15\text{ min})}$
 - Night-time (2000 to 0800 hrs) – 75 dB L_{AFmax}
- f) A Noise Management Plan (NMP) shall be prepared in accordance with the conditions of consent and shall include a complaints register and response procedure. A copy of the NMP shall be kept onsite at all times. All temporary events shall be undertaken in accordance with the NMP. The NMP may be updated from time to time to reflect changes in temporary event operations, procedures and any mitigation measures required to address noise complaints, in which case an updated copy of the updated NMP shall be provided to Council within 10 working days of the changes being made.
- g) Event managers of temporary events at the property shall be provided with a copy of the Noise Management Plan and shall be made aware of the restrictions imposed by the resource consent in relation to noise, people and timing of events.

3.4 Noise and Operational Management

Expert acoustic advice has been provided by Tonkin & Taylor, as contained in the report in **Attachment [C]**. This report confirms that, subject to the adoption of the mitigation measures set out above, the proposal will result in acceptable noise effects.²

A copy of the proposed Noise Management Plan is contained in **Attachment [D]**.

An Operational Management Plan (“OMP”) is also proposed and is included in **Attachment [E]**. The OMP identifies the areas for car parking, the location of fire exits and extinguishers, and identifies potential hazards within the site. The OMP also contains an emergency evacuation plan.

The Applicant will ensure that the events manager will sign a contract to comply with the NMP, OMP, and any resource consent requirements prior to confirming the use of the property for an event. The events manager will be contactable while any event is taking place.

² The Tonkin and Taylor Report did not recommend a limit on the number of evening events with gentle live music at the Ruins and Marquee Area, albeit a monthly and annual limit are proposed by the Applicant.

3.5 Services

Any marquees and portaloos will be brought onto the property as required for any event, no sooner than two days before the event and will be removed no later than two days following the event, with the two-day flexibility either side allowing for poor weather.

Potable water will also be brought to the property if needed for any particular event.

All rubbish and other waste materials will be taken and disposed of off-site.

3.6 Access and car parking

The amount of traffic likely to be generated by any event will be minimal, as most larger events are expected to include pre-booked shuttle bus and/or taxi transport to and from the property. The more typical smaller events will not likely require shared transport, although it may still be adopted.

Car parking will be available on flat grassed areas in the location indicated in [Figure 5](#) above. This provides an area that accommodates approximately 50 vehicles. The intent is to have this area informal so that once a temporary event has concluded, the area will remain 'as is', being grassed as in keeping with the remainder of the property.

The car parking area(s) will be demarcated using signage and temporary fencing. The areas are located away from all heritage trees (and their roots), and no vegetation removal is required. The area(s) will be located behind existing landscaping so that they will not be readily visible from beyond the property boundary.

No alterations are required to the two existing accesses into the property. These access ways are comprised of gravel aggregate which retains the rural appearance of the property.

3.7 Other matters

No additional permanent structures are required for the temporary events sought by this application.

No further modifications are needed to the existing heritage buildings on property or to the heritage trees.

Provision will be made for alcohol to be consumed as part of the temporary events. There are not any rules in relation to the sale of liquor, recognising that this is regulated by the Council under the Sale and Supply of Alcohol Act 2012.

4 Statutory Provisions

4.1 Queenstown Lakes District Plans

The Council has undertaken the review of its ODP by way of a series of plan changes, notified in a series of stages from August 2015.

The zoning of the land holding was reviewed, and a Rural zoning was notified in August 2015 as part of Stage 1 of the PDP. This was revised in 2017, when the property was given a split zoning of Wakatipu Basin Rural Amenity Zone (**WBRAZ**) and Wakatipu Basin Lifestyle Zone (**WBLP**) under Stage 2 of the notified PDP, being a variation to the Stage 1 Wakatipu Basin rural zonings.

The Stage 2 PDP zoning of the land holding is not subject to appeal. The WBRAZ and WBLP rules are contained in Chapter 24 of the PDP. While Chapter 24 remains subject to appeals, the Environment Court³ has issued consent orders for a large portion of the Chapter 24 text. The outstanding appeals in relation to Chapter 24 relate primarily to the 80ha minimum allotment size for new subdivision and development in the Rural Amenity Zone, Policy 24.2.1.1, and provision for informal airports, none of which are directly relevant to this application, which is for temporary events.

With regard to the relevant district wide provisions, the PDP District Wide chapters are the applicable chapters, only limited to the extent to which there are any outstanding appeals preventing the provisions from being deemed operative. Of relevance to this application, all appeals on Chapter 26 Historic Heritage and Chapter 35 Temporary Activities and Relocated Building have been resolved and those chapters can be treated as operative under section 86F of the Resource Management Act. In addition, the following relevant PDP District Wide Chapters (or parts that are relevant to this application) have had all submissions in opposition and appeals determined and the corresponding previous ODP District Wide provision (if any) does not apply⁴:

- Chapter 1 Introduction - noting that this chapter contains no rules but contains interpretive instructions;
- Chapter 2 Definitions;
- Chapter 3 Strategic Direction⁵;
- Chapter 26 Heritage;
- Chapter 29 Transport;

³ ENV-2019-CHC-072 dated 27 July 2021.

⁴ RMA section 86F(1)(b).

⁵ As determined by the Environment Court in interim decision 2.9 ENV-2018-CHC-056 24 August 2021.

- and
- Chapter 36 Noise.

4.2 Operative Queenstown Lakes District Plan

The property is located within the **Rural General Zone** under the ODP. The property is within a Visual Amenity Landscape (“**VAL**”). This is shown in Map 1 in Appendix 8A of the ODP, shown in [Figure 11](#) below.



[Figure 11](#): District Plan Map 29 Operative District Plan

There are no relevant operative rules that relate to the proposal.

4.3 Proposed Queenstown Lakes District Plan

The property is located within both the **Wakatipu Basin Rural Amenity Zone** and the **Wakatipu Basin Lifestyle Precinct** (a sub-zone of the Rural Amenity Zone). The proposed temporary events will occur within the areas of the property zoned Rural Amenity Zone.

The zoning is shown in [Figure 12](#) below.



Figure 12: PDP map showing the Wakatipu Basin Rural Amenity Zoning, and part zoning of Lifestyle Precinct, of the property, presence of protected trees, and historic heritage feature.

The property falls within Landscape Character Unit 8 – Speargrass Flat.

The same protected trees and historic heritage on the property as identified in the ODP plan map in [Figure 6](#) above have been carried over into the PDP.

The property contains the following Category 1 heritage items, as identified in Chapter 26 Historic Heritage (Reference #131):

Stables, Barn, Smithy, Stone Cottage, Wooden Cottage and Ruins, Thurlby Domain, Speargrass Flat Road Extent of Place: Part of the land described as Lot 1 DP 22310 (CT35296) and the land described as Lot 2 DP 22310 (CT OT 14C/392), Otago Land District. The Extent of Place encompasses two areas linked by a corridor of land along part of the driveway and the road fence line. Included within the Extent of Place are the wooden cottage, the corrugated iron farm shed, the stone cottage, and two stone stables buildings. These are connected to the ruins of the former homestead by 0.5 m strip of land that runs along the fence line facing Speargrass Flat Road and includes a section of driveway off Speargrass Flat Road, including the iron gates extending 1 m either side of the centreline. For clarity, the Extent of Place includes an area of 1 m around the ruins. Refer to the map of the Extent of Place in Section 26.8.1.

[Figure 13](#) below shows the “extent of place” shown in Section 26.8.1:

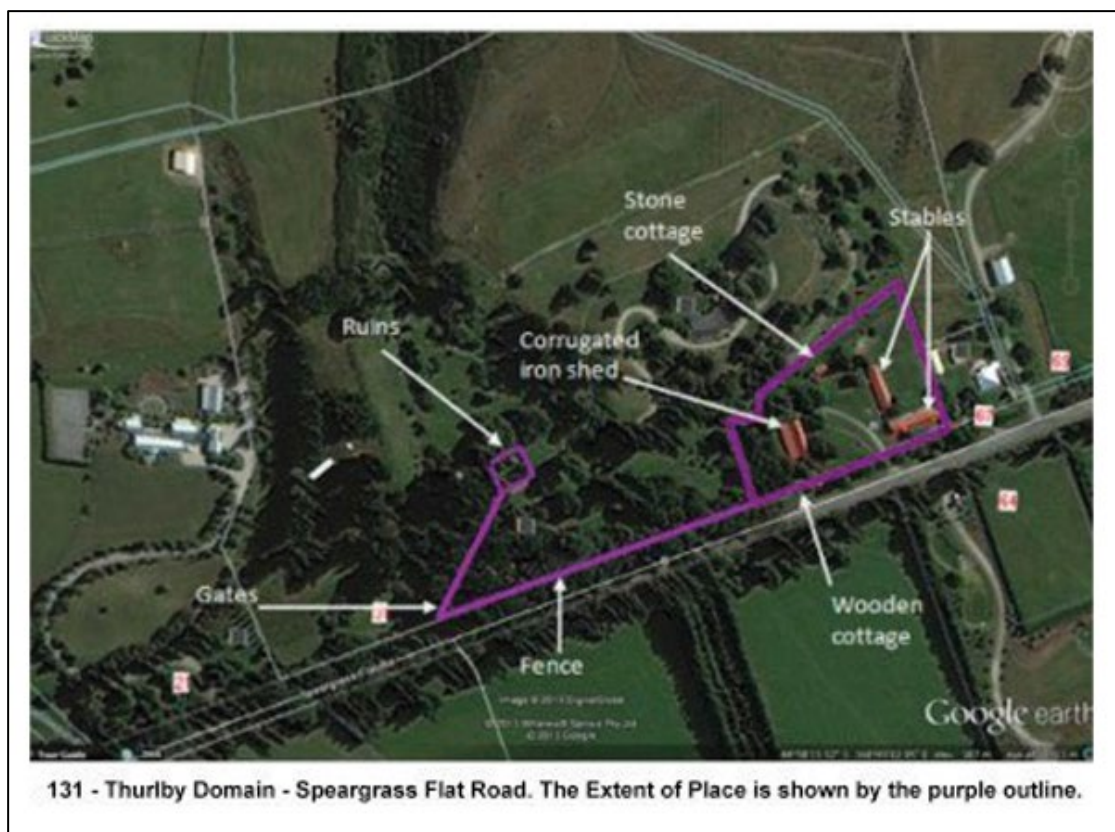


Figure 13: PDP map showing the presence of protected trees and historic heritage features

4.4 Relevant Definitions

The following PDP definitions are relevant to the proposal:

Temporary Events	<p>Means the use of land, buildings, tents and marquees, vehicles and structures for the following activities:</p> <ul style="list-style-type: none"> a. carnivals; b. fairs; c. festivals; d. fundraisers; e. galas; f. market days; g. meetings; h. exhibitions; i. parades; j. rallies; k. cultural and sporting events; l. concerts; m. shows; n. weddings; o. funerals; p. musical and theatrical entertainment, and q. uses similar in character. <p>Note: The following activities associated with Temporary Events are not regulated by the PDP:</p> <ul style="list-style-type: none"> a. Food and Beverage; b. Sale of Alcohol.
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Temporary Activities	<p>Means the use of land, buildings, vehicles and structures for the following listed activities of short duration, limited frequency and outside the regular day-to-day use of a site:</p> <ul style="list-style-type: none"> a. temporary events; b. temporary filming; c. temporary activities related to building and construction; d. temporary military training; e. temporary storage; f. temporary utilities; g. temporary use of a site as an informal airport as part of a temporary event.
Temporary Filming Activity	Means the temporary use of land and buildings for the purpose of commercial video and film production and includes the setting up and dismantling of film sets, and associated facilities for staff.
Residential Unit	Means a residential activity which consists of a single self contained household unit, whether of one or more persons, and includes accessory buildings. Where more than one kitchen and/or laundry facility is provided on the site, other than a kitchen and/or laundry facility in a residential flat, there shall be deemed to be more than one residential unit.
Residential Activity	Means the use of land and buildings by people for the purpose of permanent residential accommodation, including all associated accessory buildings, recreational activities and the keeping of domestic livestock. For the purposes of this definition, residential activity shall include Community Housing, emergency refuge accommodation and the non-commercial use of holiday homes. Excludes visitor accommodation, residential visitor accommodation and homestays.
Holding	Means an area of land in one ownership and may include a number of lots and/or titles.
Site	<p>Means:</p> <p>Any area of land which meets one of the descriptions set out below:</p> <ul style="list-style-type: none"> a. An area of land which is: <ul style="list-style-type: none"> i. Comprised of one allotment in one certificate of title, or two or more contiguous allotments held together in one certificate of title, in such a way that the allotments cannot be dealt with separately without the prior consent of the council; or ii. Contained in a single lot on an approved survey plan of subdivision for which a separate certificate of title could be issued without any further consent of the council; <p>Being in any case the smaller area of clauses i. or ii. above; or</p> b. An area of land which is composed of two or more contiguous lots held in two or more certificates of title where such titles are: <ul style="list-style-type: none"> i. Subject to a condition imposed under section 75 of the Building Act 2004; or ii. Held together in such a way that they cannot be dealt with separately without the prior consent of the council; or c. An area of land which is: <ul style="list-style-type: none"> i. Partly made up of land which complies with clauses (a) or (b) above; and ii. Partly made up of an interest in any airspace above or subsoil below a road where (a) and (b) are adjoining and are held together in such a way that they cannot be dealt with separately without the prior approval of the council; <p>Except in relation to each description that in the case of land subdivided under the Unit Titles Act 1972 and 2010, the cross lease system or stratum subdivision, 'site' must be deemed to be the whole of the land subject to the unit development, cross lease or stratum subdivision.</p>

4.5 Rule Assessment

Rule 35.4.5 provides that temporary events are permitted activities, provided that the number of persons participating does not exceed 500; the temporary event does not exceed three consecutive days (excluding pack up and set down); the event complies with the stated operating hours; a site is not used for a temporary event more than seven times in any calendar year, and all structures and equipment are removed from the site within 3 working days. The zone noise standards do not apply for temporary events operating within these parameters.

The proposal meets all of the parameters stated in Rule 35.4.5, except the number of events, with the proposal seeking provision for up to 100 events within any calendar year (excluding events at the Ruins for which no limit is proposed). Rule 35.4.16 therefore applies to the proposal. This rule provides that any temporary activity not listed as a permitted activity is a discretionary activity.

Section 35.3.2 - Interpreting and Applying the Rules, states at 35.3.2.3:

“The Rules of this Chapter relating to Temporary Activities take precedence over any other provision of the District Plan, with the exception of:

- a. 26 Historic Heritage;*
- b. 31 Signs.”*

Given 35.3.2.3, the proposal does not engage with any Chapter 24 rules and no consents are required under the Chapter 24.

4.5.1 Chapter 35 of the PDP – Temporary Activities and Relocated Buildings

The following Chapter 35 rules are relevant to the proposal (the status of the application with regards to the rules is list in **bold type**):

- **Rule 35.4.16** – any Temporary Activity not otherwise listed as a permitted activity in Table 35.4. **Rule 34.4.5** – any other Temporary Events, is not met because each site will be used for a temporary event more than 7 times in any calendar year. **Discretionary Activity.**
- **Rule 35.4.8** – Temporary Filming. The number of persons participating in temporary filming will not exceed 200 persons at any one time, the duration of filming within a site will not exceed 30 days in any calendar year, and all buildings and structures are removed from the site upon completion of filming. The relevant noise standards of the Zone do not apply to temporary filming. **Permitted Activity.** (Note – this rule is included for completeness, as temporary filming does not form part of the proposal, and Rule 35.4.8 will continue to apply to temporary filming activities at the property.)

- **Standard 35.5.2 – Waste Management.** Temporary events will not exceed 500 participants at any one time, and temporary filming will not exceed 200 participants. **Permitted Activity.**
- **Standard 35.5.3 – Sanitation.** All temporary events with an anticipated attendance of up to 500 will provide a minimum number of toilet facilities in accordance with the table in Standard 35.5.3, or have ready access to the same number of publicly-accessible toilets within a 150m walk from the event. **Permitted Activity.**

People Attending	Duration of Event (hours)						
	1-2	3	4	5	6	7	8+
1-50	1	1	1	2	2	2	2
51-100	2	2	2	2	3	3	3
101-250	3	3	3	3	4	4	6
251-500	4	4	4	6	6	6	8

4.5.2 Chapter 26 of the PDP – Historic Heritage

Under **Rule 25.5.9 – Development within the setting or extent of place**, requires consideration. For the reasons outlined below, the proposal is a **Permitted Activity**.

The car parking areas will be located nearby but not over the “extent of place” identified in Section 26.8.1. Rule 26.5.9 identifies new buildings and structures, earthworks requiring consent under Chapter 25, car park areas exceeding 15m² within the view from a public road, and car park areas exceeding 40m² located elsewhere are a Discretionary Activity.

Despite the carparking associated with the activity being temporary and not comprising the formation of any car park areas, the carparking will not be located within the extent of place as identified in Section 26.8.1. The activity complies with Rule 26.5.9.

The site also contains several trees as identified in Chapter 32 Protected Trees. No trees are proposed to be removed or modified as part of the activity.

For the avoidance of doubt, regarding the protected features on site, the application will not involve the alteration of any trees or buildings, and nor do the temporary activities constitute development within the setting or extent of place as described in Chapter 26 Heritage Rule 26.5.9. The activity complies with Chapter 26 Historic Heritage and Chapter 32 Protected Trees.

4.5.3 Chapter 36 of the PDP – Noise

- **Standard 36.5.1 – General Noise Standards, Wakatipu Basin Rural Amenity Zone**, as measured at any point within the notional boundary of a residential unit, are as follows:
 - 0800-2000h: 50dB L_{Aeq}(15 min);

- 2000h – 0800h: 40dB $L_{Aeq(15\text{ min})}$ and 75dB L_{AFmax}
- **Standard 36.5.2** - General Noise Standards, Wakatipu Basin Lifestyle Precinct, as measured at any point within any site:
 - 0800-2000h: 50dB $L_{Aeq(15\text{ min})}$;
 - 2000h – 0800h: 40dB $L_{Aeq(15\text{ min})}$

Not all Temporary Events will comply with these standards. **Non Complying Activity.**

4.5.4 Overall Activity Status

The proposal requires resource consent as a **Non Complying Activity**.

4.6 National Environment Standards

The Resource Management (National Environmental Standards for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 (“**NESCS**”) were gazetted on 13 October 2011 through an Order in Council, with the regulations taking effect 1 January 2012.

It is understood that the property has not been used for activities that would lead to the land becoming contaminated or that the property is potentially contaminated.

Despite the above, no disturbance of soil will occur as part of the present proposal thus the provisions of the NES do not apply.

5 Assessment of Effects

5.1 Introduction

Section 88 of the RMA requires that the Applicant undertake an assessment of any actual or potential effects on the environment that may arise from the proposal, and the ways in which any adverse effects may be avoided, remedied or mitigated. As per the Fourth Schedule of the RMA, this AEE has been provided in such detail as corresponds with the scale and significance of the effects that the proposal may have on the receiving environment.

This assessment focuses on the following actual and potential effects arising from the proposal:

- Permitted baseline
- Rural character and amenity effects
- Landscape and visual amenity effects
- Access and parking
- Servicing
- Heritage values
- Positive effects

5.2 Permitted Baseline

Sections 95D(b), 95E(2)(a) and 104(2) of the RMA provide discretion to Council (for the purposes of forming an opinion as to actual or potential effects) to disregard any adverse effects of the proposal on the environment (or on a person) if the District Plan or National Environmental Standard permits an activity with that effect. There are no relevant National Environment Standards that apply to this proposal.

The permitted baseline provides guidance as to the effects of a proposal. The following activities are permitted:

- Residential activities, as per Rule 24.4.3.
- Farming activities, as per Rule 24.4.2.
- Temporary events as per Rule 35.4.5 for up to 500 people and up to seven events per year per site, providing the activities do not exceed 3 consecutive calendar days. The effect of this rule is to permit seven temporary events per site per year, for up to a total of 21 days, for up to 500 people. As the property comprises two 'sites' (as that term is defined in the PDP), under Rule 35.4.5, up

to 14 temporary events/a total of 42 temporary event days, is permitted on the property.

- Temporary filming as per Rule 35.4.8, including the use of land as an informal airport as part of that filming activity, provided that the number of people does not exceed 50 and the maximum duration of the temporary filming is 30 days, and the maximum duration of film shooting does not exceed 7 days in any calendar year. The relevant noise rules of the Zone do not apply.
- Noise associated with vehicles, warning devices, farming and forestry activities are permitted within the zone and can be reasonably anticipated from time to time.
- Commercial recreation activities as per Rule 24.4.14 that are undertaken on land, outdoors and involve not more than 12 persons in any one group.

The above activities comprise the permitted baseline, which is relevant consideration for, and provides a useful and relevant baseline against which to assess the effects of, the proposal.

The permitted baseline scenarios outlined are considered neither fanciful nor unreasonable and provide an appropriate basis for a comparative assessment in this instance.

5.3 Character and amenity effects

Objective 35.2.1 of the PDP encourages Temporary Events and Filming and that they are undertaken in a manner that ensures the activity is managed to minimise adverse effects. **Policy 35.2.1.7** recognises that noise is an anticipated component of temporary events and filming, while residential amenity should be protected from undue noise during night-time hours.

With respect to **Objective 36.2.1**, the adverse effects of noise emissions are to be controlled to a reasonable level to manage the potential for conflict arising from adverse noise effects between land use activities. Unreasonable noise from land use and adverse noise reverse sensitivity effects are to be avoided, remedied or mitigated (**Policy 36.2.1.1** and **Policy 36.2.1.2**).

The character of the immediate and surrounding area is predominantly rural / rural living. A range of activities in the area could be anticipated from time to time including noise, dust, vibration and odour effects. Conversely, the rural environment can, at times, be characterised as an area of relative quiet.

To ensure that the character of the surrounding environment is maintained, the District Plan has prescribed noise limits. Where those levels are not met, the policy direction is that noise emissions should be controlled to a reasonable level.

The proposed activity has the potential to effect nearby rural living activities (i.e. nearby residential activities) and give rise to adverse effects that may affect the character and

amenity values of the surrounding area, particularly with respect to the nature and scale of the activity proposed including the hours of operation, lighting, noise and traffic generation. These matters are addressed below.

5.3.1 Noise and hours of operation

Policy 35.2.1.2 of the PDP directs the permission of small and medium-scale events, subject to controls on event duration, frequency and hours of operation.

As set out above and reproduced below in [Figure 14](#), for the purposes of the proposal the Applicant's land holding has been split into a number of activity areas, each with controls on the use and hours of operation. Furthermore, the use of the land holding for temporary events is split into indoor and outdoor uses, with a greater level of control over outdoor areas, particularly Outdoor Area (1), while the majority of noise generating activity is proposed to be confined to within buildings.



[Figure 14](#): General event layout plan

For the purpose of assessing the potential noise effects of the proposal, the Applicant engaged Tonkin & Taylor to undertake a noise assessment of the proposed temporary events. A breach of the noise standards contained in the PDP is expected for some Temporary Events, including:

- **Outdoor Area (2):** after 8pm when there are 75 speaking guests at normal voice (with or without background music) and before 8pm when there are 75 speaking guests with raised voice and gentle live music.

- **The Ruins:** after 8pm when there are 75 speaking guests with raised voice and gentle live music.
- **Marquee Area:** after 8pm when there are 75 speaking guests with raised voice and gentle live music.

Tonkin & Taylor have predicted that noise levels when received at the notional boundaries of surrounding properties, as well as at the boundaries of properties located in the Wakatipu Basin Lifestyle Precinct.

The events are predicted to result in noise levels 1-2 dB higher than the daytime PDP limit at the closest notional boundary. Tonkin & Taylor advise that an increase of 3 dB is typically just perceptible. This increase is unlikely to be perceptible and the noise effects are considered to be reasonable. An exceedance of up to 13 dB is predicted at the nearest property boundary; however there are no noise sensitive receivers at this location and therefore no adverse effects.

It is noted that the vast majority of events undertaken at the Ruins, being wedding ceremonies and other events of a similar nature, will have relatively benign noise effects.

Outdoor Area (2) will mostly be used in conjunction with the Farm Building as a gathering place for guests. If gentle live music is played during daytime hours in this area (i.e. between 10am and 8pm), or background/single instrument music is played during night time hours (i.e. after 8pm), the District Plan noise limits will be exceeded at some neighbouring property boundaries, however compliance will be achieved at the notional boundary of the closest dwellings. The notional boundary of the closest dwellings is considered a more appropriate and representative measurement point when assessing the effects of noise, as this is where any sensitive receivers (dwelling occupants) will be likely located. Given compliance with the District Plan noise limits will be achieved at this point, noise effects on neighbours are considered less than minor.

In addition, Tonkin & Taylor recommend that for music is played in outdoor areas (all areas), the speakers / musician(s) should be located away from the property boundary or (in the case of speakers) directed away from the nearest noise sensitive property, and that when music for dancing is played in the Farm Building, doors and windows should be closed. These measures will be incorporated into the NMP. The adoption of these measures further ensures that noise effects on neighbours will be reasonable, and less than minor.

Temporary events in The Stable (A) and Cow Byre (B) are also proposed to be restricted in terms of sound levels (only background, single instrument and gentle live music is allowed), although the stone construction of these buildings will serve to substantially attenuate noise in any case.

The use Outdoor Area (1) for events is proposed to be restricted in terms of its hours of use and music sources. In addition, an acoustic fence will be erected along the

property boundary in this location. These proposed controls recognise and address the area's proximity to a sensitive receiver (the closest neighbour).

The proposal includes a requirement for all temporary events to be undertaken in accordance with a Noise Management Plan which includes measures to manage and restrict noise effects and disturbance.

Car parking is appropriately located away from nearby residential dwellings, which will assist with minimising noise effects at the end of events.

Given the above, adverse amenity effects on the surrounding and wider environment associated with noise and the hours of operation are considered to be less than minor.

5.3.2 Rural character

Effects on rural character will be limited, particularly where such effects result from landscape change. No new buildings are proposed, and the visual change is generally limited to the occasional marquee, glimpse views of vehicles from Speargrass Flat Road and the presence of people engaged in the events. This is best shown in the photographs in the previous section of this AEE.

The frequency of events and maximum number of 150 patrons will also ensure that the 14ha application property is capable of absorbing the adverse effects on rural amenity values of the proposed temporary events.

The character of the noise will consist of people's voices, some music, and traffic noise. The scale and intensity of this noise will vary, and in most cases be absorbed into the property setting given the distance of events to sensitive receivers. Traffic noise is expected to be limited through the applicant promoting mini bus transportation; noise effects on public roads is not controlled under the District Plan.

Activities near 67 Speargrass Flat Road have had additional controls imposed to ensure that the scale and nature of the noise effects does not unduly affect rural character. Noise effects have been minimised in this regard with the erection of an acoustic fence further assisting to reduce the effects of noise on the occupants of this property.

Under the PDP, noise limits are required to be met at the property boundary for all properties within the Wakatipu Basin Lifestyle Precinct. In this location, the boundary of 188 Domain Road is the closest property boundary for several of the event locations proposed. However, Tonkin & Taylor consider that the property boundary of 188 Domain Road is not a noise sensitive receiver as this part of the property is not used for residential purposes – the dwellings on this property are located over 200m further away from the property boundary.

Tonkin and Taylor's assessment is that assessing noise levels at the notional boundaries of a rural environment is normally more representative of noise levels

received by residents, whose outdoor amenity space is generally situated close to dwellings.

Noise levels at notional boundaries are predicted to be at or below the PDP noise limits for all events listed in Table 6.1 of the Tonkin & Taylor assessment, with the exception of some events at The Ruins / Marquee Area discussed above.

A noise management plan is considered appropriate to manage noise levels from events on neighbours, and specific mitigation measures are proposed to be included in this plan.

The character and amenity of the site is relatively unique in that the site contains Category 1 Heritage items and protected vegetation. Intensive rural productive activities are not viable on the site and the site has a high level of amenity as a result of the preservation of the heritage items and protected trees. The proposed activity involves temporary events that rely on and are based around, the historic buildings and protected vegetation which afford the subject site with very high levels of rural amenity that are unique and desirable attributes and generally preclude the use of the site for commercial farming activities. The historic and natural attributes are unique to this site and the proposal provides for other people to enjoy them.

Any effect of temporary events on rural amenity will be minimised and will be less than minor.

5.4 Landscape and visual effects

The property traverses both the Wakatipu Basin Rural Amenity Zone and Wakatipu Basin Lifestyle Precinct under the PDP. It is located mostly in Landscape Character Unit 8 (LCU8) and partly in LCU 7 in Schedule 24.8 of the PDP. According to the description provided in Schedule 24.8 for LCU8 (where the majority of the proposed activities are located), the Speargrass Flat area consists of relatively open pastoral flats framed by the Wharehuanui and Slope Hill foothills with pockets of native vegetation, shelterbelts, and watercourses scattered throughout. The predominant land use is pastoral with residential activity widely dispersed.

As the proposal does not involve any subdivision of land nor the erection of permanent structures or earthworks, the proposal will not adversely affect the visual amenity values of the environment with any visual effects associated with marquees and parking, limited in duration with controls proposed to this effect.

The mature onsite vegetation will provide a reasonable level of screening, mitigating views from Speargrass Flat Road and adjacent properties.

In relation to the neighbour at 67 Speargrass Flat Road, a mature laurel hedge screens views along the western boundary shared with the application site. An acoustic fence is to be erected along this boundary, which will provide further visual screening. Further, any events held on the property will largely be contained within existing

buildings or in the courtyard area between buildings such that any possible views available from the adjoining neighbour are predominantly screened.

In relation to 21 Speargrass Flat Road, a mature poplar hedge, along with additional existing onsite vegetation, serves to screen views.

Given the above, the effects of the proposal on visual amenity are considered to be negligible to less than minor.

5.5 Access and parking

The property is served by two access points from Speargrass Flat Road. Site distances are in excess of the District Plan requirements and the access/egress is considered safe and efficient for the proposed use. Speargrass Flat is identified in Chapter 29 as an arterial road and the traffic generation from the activity would not exceed, nor be a change in the nature of the existing roading environment.

Through their experience with regard to past events held on the site, the Applicant has observed that at larger events (i.e. between 60-150 persons) the majority of guests attending the event do not drive, and instead arrive/depart in taxis or courtesy coaches. It is anticipated that this pattern of behaviour will continue under the proposal, with the Applicant eager to encourage the use of taxis and coaches to minimise the need for parking.

The proposal will still generate limited demand for on-site parking and will generate traffic and vehicle movements associated with temporary events.

The vehicles associated with the proposed activities will include vehicles from patrons, catering staff and facilities service providers in association with the port-a-loos and waste management.

The use of taxis or coaches for the larger events and the imposition of noise management procedures are to be promoted through the NMP, and will help ensure that any potential noise associated with traffic is minimised. The two accesses into the property are not located close to any adjoining properties.

The temporary events will not adversely affect the safe and efficient operation of the transport network with the existing access already constructed and operated without any known adverse effects. The proposed parking area will be informal in nature and will only be required for large events, thus no formal layout of the car park in accordance with the District Plan transport standards is required as part of the proposal.

No modifications are required to existing property accessways which are appropriate for the nature and volume of vehicle movements anticipated by the proposal.

5.6 Servicing

Policy 35.2.1.5 of the PDP requires adequate infrastructure, waste minimisation, traffic management, emergency management, security, and sanitation facilities to be available to cater for anticipated attendants at large-scale temporary events and filming.

Given they have in the past and will continue to be used for temporary events, the accessory/heritage buildings within which some of the events will occur do not contain existing, permanent catering or sanitation facilities, and none are proposed presently. Such facilities will need to be brought to the property for each event, as is necessary (noting that not all events will require such facilities). This includes potable water and portaloos.

The temporary nature of the services reflects the temporary nature of the activities, and will help maintain the rural character of the land holding and underpin its predominant rural residential use by the Applicant.

No adverse effects are anticipated in this regard.

5.7 Heritage

The events are temporary in nature and no alterations are required or proposed to any of the heritage features on the property.

In relation to vegetation, the events are temporary in nature and no permanent structures, nor any earthworks are proposed.

There will be no adverse effects from the proposal on heritage items.

5.8 Effects on Neighbours

While the potential effects of the proposal on neighbours have been addressed throughout the assessment undertaken above, for completeness, some further specific comment is made below.

A map of neighbouring sites is set out at [Figure 15](#), below:

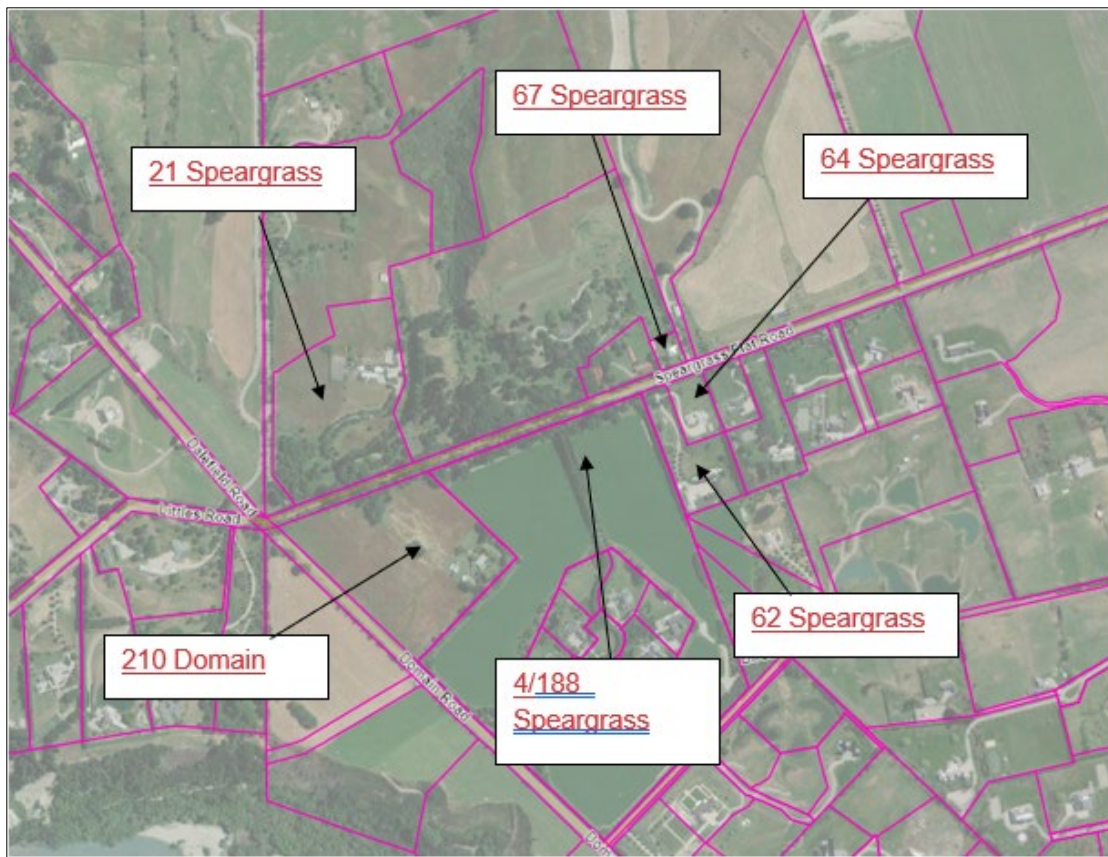


Figure 15: Map of surrounding area identifying neighbouring sites (Source: QLDC 2021)

67 Speargrass Flat Road

The western and northern boundaries of 67 Speargrass Flat Road adjoin Outdoor Area (1). A laurel hedge serves to demarcate the western boundary, in the general location where the applicant is proposing to erect a 2m high wooden acoustic fence. A fence will also be erected on the northern boundary. This will completely obscure direct views into the application site, including the courtyard area framed by the Cow Byre and Stables.

To ensure that the effects observed by the owner and occupants of 67 Speargrass Flat Road are minimised, controls are proposed in relation to the total number, timing and noise management of events. A restriction on the use of Outdoor Area (1) after 8pm is proposed.

As set out in Table 6.1 of the Tonkin & Taylor report, Temporary Events will achieve compliance with the day time and night time noise standards at the notional boundary of 67 Speargrass Flat Road. The effects of the proposed activity on the owners and occupants of this property will be less than minor.

62, 188 and 210 Domain Road

These properties are located directly opposite the application site along the southern side of Speargrass Flat Road and are zoned Wakatipu Basin Lifestyle Precinct. Views

of temporary events from these properties will largely be screened by existing vegetation on the Applicant's property (which is protected under the District Plan).

Noise from Temporary Events will be managed in accordance with the Noise Management Plan to ensure all effects are reasonable.

The daytime and night time noise standards are not expected to be met at the boundaries of these sites. Noise will comply at the notional boundaries of the dwellings on the sites.

Focussing on 188 Domain Road (being the closest site to the activity), the measurement point is at the property boundary and the use of Outdoor Area (2) after 8pm will exceed the night time noise standard at this location. Noise will however comply at the notional boundary of the dwelling on the property, which Tonkin & Taylor consider to be the most appropriate location to consider the effects of noise; the property boundary is not considered to be a noise sensitive receiver as this part of the property is not used for residential purposes.

The proposed activity will have less than minor adverse effects on the owners and occupants of these properties when considering the actual noise effects measured at a point where the properties could be considered sensitive to noise (i.e. the notional boundaries), and no more than minor adverse effects at the property boundaries assuming on a worst case that there is some degree of sensitivity at these locations.

64 Speargrass Flat Road

64 Speargrass Flat Road is also located directly opposite the application site and is zoned Wakatipu Basin Lifestyle Precinct.

The use of Outdoor Area (2) and use of The Ruins and the Marquee Area (when there is gentle live music) will exceed the night time noise standards (after 8pm) when measured at the property boundary of 64 Speargrass Flat Road. Noise will comply with the District Plan noise level at the notional boundary of the property.

With the proposed limits on the nature of the music (no drums or excessive bass), and on the frequency and hours of such events, noise will not be unreasonable and an acceptable level of amenity will be maintained for the occupants of this property, such that the effects will be no more than minor.

21 Speargrass Flat Road

21 Speargrass Flat Road is situated on a small ridge line with the topography sloping away in a southerly and south-easterly direction towards Speargrass Flat Road and the applicant's property.

Mature popular trees and other species screen views towards the application site with the residential dwelling on this property orientated towards to the west and north to take advantage of solar living opportunities. As such, any visibility of temporary events will be largely impossible.

Noise from the events will comply with the noise standards, except for those events at The Ruins and the Marquee Area that have music for dancing. It is proposed to limit these activities to 8pm to ensure that noise will not be unreasonable and amenity will be maintained. The proposed activity will have no more than minor adverse effects on the owners and occupants of this property.

5.9 Positive Effects

Policy 35.2.1.1 of the PDP seeks to recognise and encourage the contribution that temporary events and filming make to the social, economic and cultural wellbeing of the District's people and communities. **Policy 26.3.2.1** encourages the ongoing economic use of heritage features, sites and areas by allowing adaptations and uses that are in accordance with best practice, and (c) provide an economically viable use for the protected heritage feature, subject to any works being undertaken in a manner which respects its heritage values.

The proposal will give rise to a number of positive effects, which are supported by the policies, including:

- the effective management and protection of heritage buildings and protected vegetation through the reinvestment of income into the care of these features.
- the attraction of visitors to the region for private events and filming which in turn provide economic benefits to the District. Additionally, such activities showcase the positive attributes of the District which in turn encourage greater visitor numbers.
- The use of the property for temporary events enables a sustainable land use for the Applicant, where the land is not otherwise suitable for productive use.

5.10 Conclusion on Effects

The proposal will result in adverse effects overall that are no more than minor, and will give rise to positive effects.

6 Statutory Assessment

6.1 Section 104 (1) of RMA

Section 104 (1) of the RMA requires that the consent authority must, subject to Part 2, have regard to a range of matters when considering an application.

PART 5 of this application addresses the matters contained in section 104 (1) (a) and (ab). This section of the application considers those matters relevant under section 104 (1) (b) and (c).

6.2 Objectives and Policies

In this instance, the relevant planning documents is the Proposed Queenstown Lakes District Plan. There are no National Environmental Standards directly relevant to this application.

6.2.1 Proposed District Plan

The key objectives and policies of the PDP are in Chapter 3 Strategic Direction, Chapter 26 Historic Heritage, and Chapter 35 Temporary Activities and Relocated Buildings. These are set out and discussed as follows:

Chapter 3 Strategic Direction⁶:

- | | |
|------------------------------------|--|
| <i>Strategic Objective 3.2.1.1</i> | <i>The significant socioeconomic benefits of well designed and appropriately located visitor industry places, facilities and services are realised across the District.</i> |
| <i>Strategic Policy 3.3.2</i> | <i>In rural areas, provide for commercial recreation and tourism related activities that enable people to access and appreciate the district's landscapes provided that those activities are located and designed and are of a nature that:</i> <ul style="list-style-type: none"><i>a. protects the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes; and</i><i>b. maintains the landscape character and maintains or enhances the visual amenity values of Rural Character Landscapes.</i> |

The proposed temporary events will provide a unique opportunity to appreciate the rural environment and heritage values of the Wakatipu Basin. The temporary events are considered to achieve SO 3.2.1.1 because they would be appropriately located and of a design, through the nature and scale and volunteered conditions of consent and management plans, that will ensure socioeconomic benefits can be realised while adverse effects on the environment are appropriately managed.

⁶ As determined by the Environment Court in interim decision 2.9 ENV-2018-CHC-056 24 August 2021.

Chapter 26 Historic Heritage:

Objective 26.3.1 The District's historic heritage is recognised, protected, maintained and enhanced.

Policy 26.3.1.4 Where activities are proposed within the setting or extent of place of a listed heritage feature, to protect the heritage significance of that feature by ensuring that:

- a. the form, scale and proportion of the development, and the proposed materials, do not detract from the listed heritage feature located within the setting or extent of place;*
- b. the location of development does not detract from the relationship that exists between the listed heritage feature and the setting or extent of place, in terms of the values identified for that feature;*
- c. existing views of the listed heritage feature from adjoining public places, or publicly accessible places within the setting or extent of place, are maintained as far as is practicable;*
- d. hazard mitigation activities and network utilities are located, designed, or screened to be as unobtrusive as possible.*

Objective 26.3.2 The sustainable use of historic heritage features.

Policy 26.3.2.1 Encourage the ongoing economic use of heritage features, sites and areas by allowing adaptations and uses that are in accordance with best practice, and:

- a. enhance heritage values in accordance with Policy 26.3.1.2;*
- b. do not result in adverse cumulative effects through successive alterations over time;*
- c. provide an economically viable use for the protected heritage feature, subject to any works being undertaken in a manner which respects its heritage values;*
- d. recognise the need for modification through works which increase the resilience of heritage buildings by way of necessary repairs and upgrades, subject to these works being undertaken in a manner which respects heritage values.*

Although the activity does not propose to modify any of the heritage items, nor modify the extent of place as described in Section 26.8.1, the proposal will promote the use of the property, including the listed heritage items, in a way that sustains the existing heritage values. The proposal represents a sympathetic way to enjoy and promote the retention of the heritage items on the property.

Chapter 35 Temporary Activities and Relocated Buildings:

Objective 35.2.1 Temporary Events and Filming are encouraged and are undertaken in a manner that ensures the activity is managed to minimise adverse effects.

Policy 35.2.1.1 Recognise and encourage the contribution that temporary events and filming make to the social, economic and cultural wellbeing of the District's people and communities.

Policy 35.2.1.2 Permit small and medium-scale events, subject to controls on event duration, frequency and hours of operation.

Policy 35.2.1.5 Require adequate infrastructure, waste minimisation, traffic management, emergency management, security, and sanitation facilities to be available to cater for anticipated attendants at large-scale temporary events and filming.

Policy 35.2.1.7 Recognise that noise is an anticipated component of temporary events and filming, while protecting residential amenity from undue noise during night-time hours.

The proposal will achieve Objective 35.2.1 through managing the temporary events in a responsible and sympathetic manner that will minimise noise and other amenity effects on the environment.

Policy 35.2.1.1 encourages temporary events where adverse effects are minimised; there is no directive to avoid adverse effects. Policy 35.2.1.5 can be implemented through the management of events and adherence to the Operational Management Plan, noting that the activity is not considered to fall into the spectrum of large-scale events.

The activity can be managed to readily achieve Objective 35.2.1.

Chapter 36 Noise:

Objective 36.2.1 The adverse effects of noise emissions are controlled to a reasonable level to manage the potential for conflict arising from adverse noise effects between land use activities.

Policy 36.2.1.1 Avoid, remedy or mitigate adverse effects of unreasonable noise from land use and development

Policy 36.2.1.2 Avoid, remedy or mitigate adverse noise reverse sensitivity effects.

The proposal will achieve Objective 36.2.1 and its associated policies. Adverse effects resulting from noise will be controlled to a reasonable level. There is the potential for a conflict to arise between land use activities, however through the proposed controls on the location of Temporary Events on the property and through the adherence with the NMP, the effects will be avoided or mitigated such that the noise will not be unreasonable.

6.2.2 Summary

The proposal will not be contrary to the relevant objectives of the PDP.

6.3 Purpose and Principles of the RMA

The purpose of the RMA as set out under Section 5 (2) is to promote the sustainable management of natural and physical resources. The relevant matters in Sections 6, 7 and 8 of the RMA also require consideration. Under Section 6 the following matters of national importance are to be recognised and provided for:

- 1. The protection of historic heritage from inappropriate subdivision, use and development:*

The site contains a number of historic buildings and ruins that are protected by the Heritage New Zealand Pouhere Taonga Act 2014. The application is driven by

continued requests by members of the public wanting to utilise the unique features and settings for events, filming and photography. The income generated from the use of the property will enable the continued protection of these heritage features with the funds generated by events and filming reinvested in the continued care and restoration of these buildings, including protected trees, acknowledging that they are not indigenous. The proposal therefore recognises and provides for those matters outlined in Section 6, specifically sub section (f).

The RMA specifies that particular regard shall be had to the relevant other matters listed in Section 7 including:

- (b) the efficient use and development of natural and physical resources:*
- (c) the maintenance and enhancement of amenity values:*
- (f) maintenance and enhancement of the quality of the environment:*

Through the controls proposed to limit the number of people, events, timing, nature and duration of events, the proposal provides for the maintenance and enhancement of amenity values, the quality and enhancement of the environment and the efficient use of physical resources (the land and historic buildings).

There are no matters under Section 8 that require consideration with respect to this application.

As has been demonstrated throughout this AEE, any effects of the proposed activities will be less than minor. Any potential adverse effects have been largely avoided, remedied or mitigated. The proposal is not contrary to the relevant Objectives and Policies of the Proposed District Plan.

For the reasons outlined in this report, the proposal is consistent with the purpose and principles under Section 5, and the associated matters under Part 2 of the RMA. The proposal represents an efficient use of natural and physical resources, and will be undertaken in a manner which avoids, remedies and mitigates potential adverse effects on the environment. The proposal represents sustainable management.



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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**



R. W. Muir
Registrar-General
of Land

Identifier **35296**
Land Registration District **Otago**
Date Issued 10 May 2005

Prior References

OT14C/391 OT14C/395

Estate Fee Simple
Area 13.4752 hectares more or less
Legal Description Lot 2 Deposited Plan 309070 and Lot 1
Deposited Plan 22310

Registered Owners

Victoria Mary Buckham

Interests

Appurtenant hereto are rights to convey electricity, water and right of way specified in Easement Certificate 806980.10 - 10.6.1992 at 10:50 am

The easements specified in Easement Certificate 806980.10 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 5005100.4 - 7.7.2000 at 9:04 am

Land Covenant in Deed 5044044.2 - 22.5.2001 at 3:26 pm

Appurtenant thereto are rights to convey water and electricity created by Transfer 5044044.3 - 22.5.2001 at 3:26 pm

Land Covenant in Deed 5115576.6 - 29.11.2001 at 9:00 am (affects Lot 1 DP 22310 herein)

Land Covenant in Deed 5804281.6 - 19.11.2003 at 9:00 am (affects Lot 1 DP 22310 herein)

Land Covenant in Deed 5804281.7 - 19.11.2003 at 9:00 am (affects Lot 1 DP 22310 herein)

Subject to a right to convey water over part marked F and H and rights to convey and store water marked G on DP 309070 created by Easement Instrument 6415943.2 - 10.5.2005 at 3:22 pm

The easements created by Easement Instrument 6415943.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to Section 241(2) Resource Management Act 1991 (affects DP 309070)

Appurtenant to Lot 1 DP 22310 is a right to convey water created by Easement Instrument 6415943.6 - 10.5.2005 at 3:22 pm

The easements created by Easement Instrument 6415943.6 are subject to Section 243 (a) Resource Management Act 1991

6415943.7 Mortgage to Bank of New Zealand - 10.5.2005 at 3:22 pm

7436929.1 Revocation of the land covenant created by Deed 5804281.7 over CT 50112 as appurtenant hereto - 27.6.2007 at 9:00 am

Land Covenant in Easement Instrument 7436929.2 - 27.6.2007 at 9:00 am

Land Covenant in Deed 7830100.1 - 28.5.2008 at 9:00 am

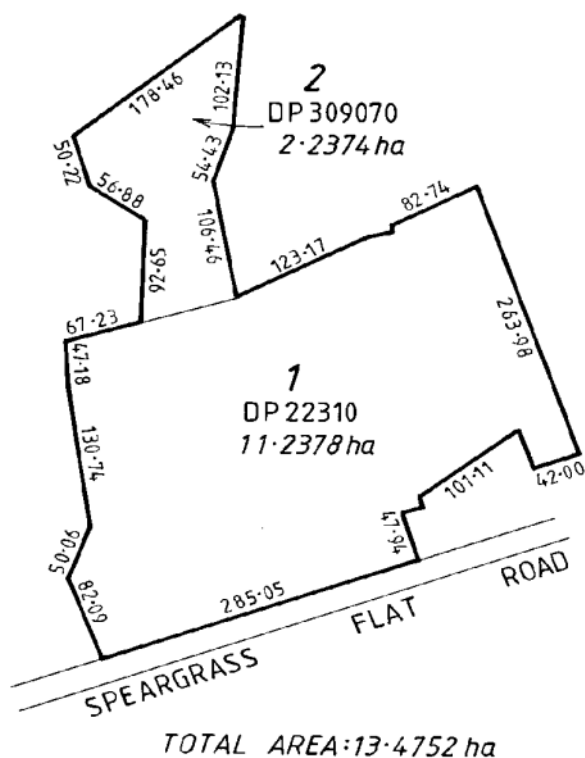
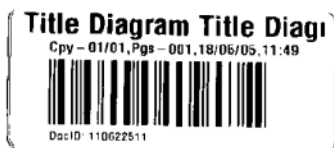
Land Covenant in Deed 7830100.2 - 28.5.2008 at 9:00 am

Identifier**35296**

Land Covenant in Deed 7847453.1 - 16.6.2008 at 9:00 am

Land Covenant in Deed 8040326.1 - 5.1.2009 at 9:00 am

Land Covenant in Easement Instrument 8683974.2 - 11.2.2011 at 4:38 pm





RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier **OT14C/392**
Land Registration District **Otago**
Date Issued 10 June 1992

Prior References

OT10C/1465

Estate Fee Simple
Area 8083 square metres more or less
Legal Description Lot 2 Deposited Plan 22310

Registered Owners

Victoria Mary Buckham

Interests

806980.10 Easement Certificate specifying the following easements - 10.6.1992 at 10.50 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Supply water	Lot 3 Deposited Plan 22310 - CT OT14C/393	D DP 22310	Lot 2 Deposited Plan 22310 - herein	Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 5005100.4 - 7.7.2000 at 9:04 am

Land Covenant in Deed 5044044.2 - 22.5.2001 at 3:26 pm

5044044.3 Transfer creating the following easements - 22.5.2001 at 3:26 pm

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Convey water and electricity	Section 36-37, 111 Block V Shotover Survey District - CT OT14C/321	b-c DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A
Convey water and electricity	Section 36 Block V Shotover Survey District - CT OT14C/321	d-e DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A
Convey water and electricity	Lot 4 Deposited Plan 22310 - CT OT14C/394	i-j, K DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A
Convey water and electricity	Lot 5 Deposited Plan 22310 - CT OT14C/395	h-m DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A
Convey water and electricity	Lot 5 Deposited Plan 22310 - CT OT14C/395	g-h-i DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A
Convey water and electricity	Lot 4 Deposited Plan 22666 - CT OT14D/829	e-f DP 27489	Lot 2 Deposited Plan 22310 - herein	N/A

5044044.4 Mortgage to The National Bank of New Zealand Limited - 22.5.2001 at 3:26 pm

Land Covenant in Deed 5115576.6 - 29.11.2001 at 9:00 am

Land Covenant in Deed 5804281.6 - 19.11.2003 at 9:00 am

Land Covenant in Deed 5804281.7 - 19.11.2003 at 9:00 am

Appurtenant hereto is a right to convey and store water created by Easement Instrument 6415943.2 - 10.5.2005 at 3:22 pm

Identifier**OT14C/392**

The easements created by Easement Instrument 6415943.2 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is are rights to convey water created by Easement Instrument 6415943.6 - 10.5.2005 at 3:22 pm

The easements created by Easement Instrument 6415943.6 are subject to Section 243 (a) Resource Management Act 1991

7200241.1 Variation of Mortgage 5044044.4 - 23.1.2007 at 9:00 am

7436929.1 Revocation of the land covenant created by Deed 5804281.7 over CT 50112 as appurtenant hereto - 27.6.2007 at 9:00 am

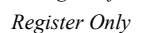
Land Covenant in Easement Instrument 7436929.2 - 27.6.2007 at 9:00 am

Land Covenant in Deed 7830100.1 - 28.5.2008 at 9:00 am

Land Covenant in Deed 7830100.2 - 28.5.2008 at 9:00 am

Land Covenant in Deed 7847453.1 - 16.6.2008 at 9:00 am

Land Covenant in Deed 8040326.1 - 5.1.2009 at 9:00 am





DocID: 110208033

DEED OF COVENANT

PARTIES:

- I. VICTORIA MARY BUCKHAM ("the Covenantor")
- II. TIMOTHY EDWARD SHERMAN BAILEY and ANNE MARIE BAILEY ("the first Covenantee")
- III. LITTLEFIELD HOLDINGS LIMITED ("the second Covenantee")
- IV. MICHAEL RAY RADFORD and RICHARD STEWART McKNIGHT ("the third Covenantee")
- V. TIMOTHY EDWARD SHERMAN BAILEY, ANNE-MARIE BAILEY, and JOHN WILSON HART ("the fourth Covenantee")

INTERPRETATION:

In this Deed, unless the context otherwise requires, the following meanings are ascribed to the following words and phrases:

- (a) "the Covenantees" means and includes all persons executing this Deed as Covenantees (being the first Covenantee to the fourth Covenantee, both inclusive) and jointly and severally if more than one in respect of any separately titled piece of land and their executors administrators assigns and successors in title and their tenants, licensees and invitees.
- (b) "the Covenantor" means and includes all parties to this Deed who are Covenantors and jointly and severally if more than one and their executors administrators assigns and successors in title and their tenants, licensees and invitees.
- (c) "party" means and includes each of the Covenantees and also the Covenantor.

BACKGROUND:

- A. The Covenantor is the registered proprietor of all the land described in Schedules A and B hereof.
- B. The first Covenantee is being the registered proprietor of all the land described in Schedule C hereof.
- C. The second Covenantee is the registered proprietor of all the land described in Schedule D hereof.

[Handwritten signatures and initials]
MS, AV, Kett, S.H., and others.

- D. The third Covenantee is the registered proprietor of all the land described in Schedule E hereof.
- E. The fourth Covenantee is the registered proprietor of all the land described in Schedule F hereof.
- F. The Covenantor has installed a water supply scheme (hereinafter referred to as "the scheme") for the benefit of all the lands described in Schedules A to F.
- G. The Scheme comprises a bore, a water pump, electricity lines, storage tank, a water supply network comprising pipelines and water supply easements.
- H. The Covenantor and the Covenantees have agreed to enter into this Deed of Covenant to record the rights and obligations of the registered proprietors of the lands intended to be serviced by and to obtain the benefit of the scheme.
- I. It is intended that the scheme be for the benefit of all the lands described in Schedules A to F, on the terms and conditions detailed below, and that the covenants contained herein be mutually enforceable inter se by all of the owners from time to time of the lands described in Schedules A to F.

THIS DEED WITNESSES:

- 1. The Covenantor hereby covenants with the Covenantees to henceforth and for all time comply with the obligations of the Covenantor set out in this Deed and henceforth and for all time permit the exercise of the rights of the Covenantees set out in this Deed AND HEREBY GRANTS to the Covenantees the right to require the Covenantor to do anything necessary to carry out the Covenantors obligations as set out in this Deed and to refrain from doing anything which may prevent the Covenantees from exercising the Covenantee's rights as set out in this Deed.
- 2. The Covenantees jointly and severally HEREBY COVENANT with the Covenantor and with each other to henceforth and for all time comply with the obligations of the Covenantees set out in this Deed and to henceforth and for all time permit the exercise of the rights of the Covenantor set out in this Deed AND HEREBY GRANT to the Covenantor and to each other the right to require the Covenantees jointly and severally to do anything necessary to carry out the Covenantee's obligations as set out in this Deed and to refrain from doing anything which may prevent the Covenantor or each other from exercising the Covenantor's and each other's rights as set out in this Deed.

INSTALLATION OF WATER SUPPLY SCHEME:

Handwritten signatures and initials in black ink, including 'L.M.', 'KMT', and 'WMT', along with other illegible scribbles.

3. The Covenantor has installed and given effect to the scheme which comprises the following:
 - (a) A bore, submersible pump, water supply pipelines, power line systems and storage tank.
 - (b) All relevant easements.
4. The scheme shall service the individual pieces of land referred to in Schedule A to F herein and any part or parts thereof.
5. The registered proprietors of each parcel of land detailed in Schedules A to F herein shall only be entitled to draw water from the scheme in an amount not exceeding the maximum supply described in Schedule G as pertaining to that said parcel of land.
6. No warranty as to the availability and uninterrupted supply of water or the suitability of the scheme is given by or shall be implied on behalf of the Covenantor.

RIGHTS OF THE PARTIES:

7. Each party to this Deed shall have the following rights:
 - (a) All rights as set out and defined in Easement Certificate No 806980/10 and Memorandum of Transfer No
 - (b) The right to draw water as described herein and as limited pursuant to Clause 5 hereof.
 - (c) The right to service and have serviced and maintained the scheme.
 - (d) Subject to all and any legal constraints to the contrary, the right to use that parties share of water for any purpose or purposes.

OBLIGATIONS OF THE PARTIES:

8. Each party to this Deed shall:
 - (a) Restrict the amount of water drawn from the scheme for the benefit of each separate piece of land detailed in schedules A to F within the maximum permitted water supply limits detailed in the said schedule and for that purpose shall, forthwith when requested by any of the other parties hereto, install and maintain the necessary restrictor valves, water supply meters and related equipment (in all things as the cost of the party) to ensure that such restrictions are maintained at all times and the amount of water used can be metered PROVIDED HOWEVER and notwithstanding anything herein contained either expressed or implied to the contrary, the right to the provision and supply of water for the benefit of any party shall be consistent with

the rights of any other party and no party shall prejudice or affect the reasonable expectations and obligations of the others.

- (h) Service and maintain the scheme in accordance with the provisions of Clause 9.
- (c) Pay upon demand a proportionate share of the costs of servicing, maintaining and operating the scheme in accordance with the provisions of Clauses 9 and 10.
- (d) Where any damage to the water supply scheme or any part of the scheme is caused by the neglect or default of one of the parties hereto their agents invitees or assignees that party or those parties shall bear the costs of remedy thereof.

MAINTENANCE OF WATER SUPPLY SCHEME:

9. Subject to Clause 8(d) the registered proprietor of each parcel of land serviced by the Scheme shall be responsible for maintaining and servicing that part of the scheme which serves the land owned by that registered proprietor. If part of the scheme serves more than one parcel then the registered proprietors of those parcels of land served by that part of the scheme shall bear the service and maintenance costs equally. For the purpose of this clause joint registered proprietors of one parcel of land shall be deemed to be one registered proprietor.

OPERATING COSTS OF THE WATER SCHEME:

10. The cost of electricity or any other means used to operate or fuel the operation of the pump or other mechanism servicing the scheme plus any other operating costs shall be divided amongst the registered proprietors of the parcels of land served by the scheme in proportion to their usage of the scheme which will be calculated by the installation of restrictor valves and meters to restrict and record the amount of usage. For the purpose of paying accounts in relation to the supply of electricity and other running costs in relation to the scheme each of the parties hereto shall if called upon to do so pay, on account of such costs, by direct credit to a bank account in the joint names of the proprietors the sum of one hundred dollars (\$100.00) per six monthly period or otherwise as is mutually agreed and it is further agreed that should an individual registered proprietor's liability for running costs not exceed the sum of \$100.00 per six monthly period then an adjustment will be made and a refund paid to that registered proprietor at the end of each year.

DEFAULT:

11. No power is implied in respect of any covenant contained herein for any party to determine this covenant for any breach of any provision in this Deed (whether expressed or implied) or for any other cause it being the intention of the parties that the provisions of this Deed of Covenant shall subsist for all time until surrendered.

Handwritten signatures and initials in black ink, including what appears to be 'KAT', 'S.M.', and other illegible marks.

12. If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this Deed the following provisions shall apply:
- (a) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than seven days from service of the default notice, the provisions of this default clause shall apply.
 - (b) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
 - (i) Perform such obligation.
 - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the water supply scheme.
 - (iii) Enter on to the land owned by the defaulting party or any other land subject to this Deed and carry out work required to perform such obligation and/or disconnect the land owned by the defaulting party from the water supply scheme.
 - (c) The defaulting party shall be liable to pay to the affected party:
 - (i) All costs of and incidental to the preparation and service of the default notice.
 - (ii) All costs of and incidental to any such disconnection.
 - (iii) The proportion of all costs incurred in performing such obligations as is properly payable by the defaulting party pursuant to this Deed.
 - (d) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
 - (e) If the water supply to the land owned by the defaulting party is disconnected pursuant to this clause the defaulting party may not reconnect or have reconnected such water supply until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

NO INTERFERENCE:

13. No party shall do any act which impedes interferes with or restricts the rights of any other party or other authorised persons in relation to this Deed.

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'J.M.' and other initials like 'KMT', 'a', and 'AMS'.

THIS DEED SHALL INURE FOR ALL TIME:

14. The covenants rights and obligations contained in this Deed shall inure for all time for the benefit and burden as appropriate of all the lands owned by the parties to this Deed and every part thereof.

SALE OF LAND:

15. The Covenantor and the Covenantees shall have the right to sell, lease or otherwise dispose of any part of the lands described in Schedules A to F herein either subject to or free from all or any of the stipulations, provisions, obligations or restrictions imposed herein **PROVIDED THAT:**

- (a) any parcel of land thus sold, leased or otherwise disposed of shall not be entitled to connect to or use water from the scheme unless the Purchaser or relevant user shall have first entered into a Deed of Covenant (which shall be registered against such land) binding that party to the rights and obligations of this Deed as if that party were a party to this Deed in respect of such land;
- (b) the effect of such extra user served by the scheme shall not reduce the water supply to any other parcel of land served by the scheme and the water to be made available to any additional user shall be allocated from and form part of the allocation of the original parcel of land so leased sold subdivided or otherwise, to the end and intent that the total supply of water available to the lands described in schedules A to F herein and any part or parts thereof shall not exceed the maximum amount permitted pursuant to Schedule G herein.

LIABILITY ONLY INCURRED BY REGISTERED PROPRIETOR:

- 16.
- (a) A registered proprietor shall only be liable pursuant to this Deed for liabilities and/or costs arising pursuant to this Deed prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise.
 - (c) The registration of a transfer of a registered proprietor's interest in any land subject to this Deed shall not operate to relieve the transferor from any liability arising pursuant to this Deed prior to the date of registration of transfer.

CONNECTION TO THE SCHEME:

17. The registered proprietors for the time being of the lands described in Schedules C, D, and E shall only connect into the scheme at the "T" Junctions provided.

Handwritten signatures and initials in black ink, including what appears to be 'J.M.', 'K.H.', and other illegible marks.

18. Notwithstanding anything stated or implied in this Deed of Covenant it is agreed by and between the Covenantors and the Covenantees that the said MICHAEL RAY RADFORD and RICHARD STEWART McKNIGHT jointly as Third Covenantees enter into this Deed of Covenant as Trustees for the I & R FAULKS FAMILY TRUST and not in any personal capacity and that the liability of the said MICHAEL RAY RADFORD and RICHARD STEWART McKNIGHT under this Deed of Covenant is limited to the assets for the time being of the I & R FAULKS FAMILY TRUST.
19. Notwithstanding anything stated or implied in this Deed of Covenant it is agreed by and between the Covenantors and the Covenantees that the said TIMOTHY EDWARD SHERMAN BAILEY, ANNE-MARIE BAILEY and JOHN WILSON HART jointly as Fourth Covenantees enter into this Deed of Covenant as Trustees for the BAILEY TRUST and the RAILLEY TRUST and not in any personal capacity and that the liability of the said TIMOTHY EDWARD SHERMAN BAILEY, ANNE-MARIE BAILEY and JOHN WILSON HART under this Deed of Covenant is limited to the assets for the time being of the BAILEY TRUST and the RAILLEY TRUST.

SCHEDULE A

Lot 1 Deposited Plan 22310 Certificate of Title 14C/391

SCHEDULE B

Lot 2 Deposited Plan 22310 Certificate of Title 14C/392

SCHEDULE C

Lot 3 Deposited Plan 22310 Certificate of Title 14C/393

SCHEDULE D

Lot 4 Deposited Plan 22310 Certificate of Title 14C/394

SCHEDULE E

Sections 36, 37, 38, 111 and Part Sections 39 and 84 Block V Shotover District,
Certificate of Title 14C/321

SCHEDULE F

Lot 5 Deposited Plan 22310 Certificate of Title 14C/395

SCHEDULE G

The lands described in Schedules A and B, an amount not exceeding 42.5% of the
water by volume being available from the scheme.

The lands described in Schedules C, D and F, each an amount being 5% of the
water by volume being available from the scheme or 10,000 litres per day which
ever is the lesser amount.

The land described in Schedule E, an amount not exceeding 42.5% of the water by
volume being available from the scheme.

DATED this 7th day of September, 2000

SIGNED by VICTORIA MARY
BUCKHAM in the presence of:

Witness Signature:

Witness Name:

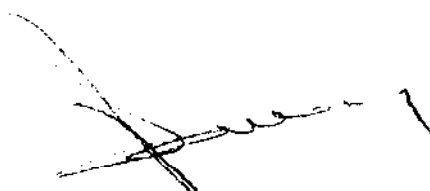

Occupation:

Address:

Revell William Buckham
Solicitor
QUEENSTOWN

SIGNED by
TIMOTHY EDWARD SHERMAN BAILEY
and ANNE MARIE BAILEY
in the presence of:

Witness Signature:

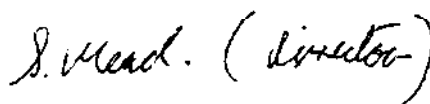
Witness Name:

Occupation:

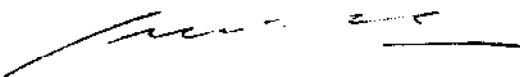
Address:

KH TURNER
Solicitor
Auckland

SIGNED on behalf of
LITTLEFIELD HOLDINGS LIMITED
in the presence of:



Witness Signature:



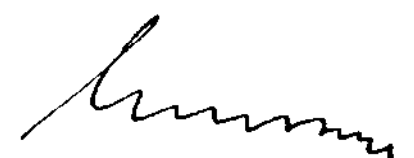

Witness Name:

Occupation:

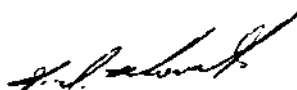
Address:

Revell William Buckham
Solicitor
QUEENSTOWN

SIGNED by MICHAEL RAY RADFORD
and RICHARD STEWART McKNIGHT
in the presence of:

Witness Signature:



Witness Name:


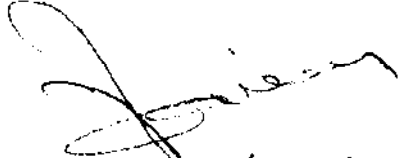

Occupation:

Address:

Alastair Neil Mowat
Solicitor
Dunedin

SIGNED by
TIMOTHY EDWARD SHERMAN BAILEY,
ANNE-MARIE BAILEY, and JOHN WILSON HART
in the presence of:

Witness Signature:

Witness Name:

Occupation:

Address:

KH TURNER
Solicitor
Auckland

Correct for the purposes of the Land Transfer Act 1952



SOLICITOR FOR THE PARTIES.

View Instrument Details



Instrument No 8683974.2
Status Registered
Date & Time Lodged 11 February 2011 16:38
Lodged By Seyb, Helen Catherine
Instrument Type Easement Instrument



Affected Computer Registers Land District

35296	Otago
477883	Otago
477884	Otago
477885	Otago

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- Mortgage 6415943.7 does not affect the servient tenement, therefore the consent of the Mortgagee is not required ☒

Signature

Signed by Phillip George Wilson as Grantor Representative for Roschelle Limited on 11/02/2011 02:16 PM

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 6415943.7 has consented to this transaction and I hold that consent ☒

Signature

Signed by Maurice William Maxwell as Grantor Representative for Anne Marie Bailey, John Wilson Hart, Victoria Mary Buckham on 11/02/2011 02:38 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 ☒

Grantee Certifications

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

Signature

Signed by Maurice William Maxwell as Grantee Representative for Anne Marie Bailey, John Wilson Hart, Victoria Mary Buckham on 11/02/2011 02:38 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 for Roschelle Limited on 11/02/2011 04:33 PM

*** End of Report ***

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

2009/6229EF

APPROVED

Registrar-General of Land

Grantor

**Anne Marie BAILEY and John Wilson HART (as to Lot 2 & 3 DP 420442)
and ROSCHELLE LIMITED (as to Lot 1 DP 420442)
Victoria Mary BUCKHAM (as to Lots 1 & 2 DP 222310 & Lot 2 DP 309070)**

Grantee

Anne Marie BAILEY and John Wilson HART (as to Lot 2 & 3 DP 420442)
and ROSCHELLE LIMITED (as to Lot 1 DP 420442)
Victoria Mary BUCKHAM (as to Lots 1 & 2 DP 222310 & Lot 2 DP 309070)

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, profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		CT 477883, 477884, 477885 & 35296	CT 477883, 477884, 477885 & 35296

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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

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

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

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

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

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

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 2]

Annexure schedule

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Annexure Schedule 2

1. Definitions

Unless the context specifies or requires otherwise, the following words and phrases when used in that Annexure Schedule 2 shall have the meanings specified below:

"Covenantor's Land" means Lots 1 & 2 DP 22310 and Lot 2 DP 309070.

"Lots" means Lots 1 to 3 DP 420442.

"Registered Proprietors" means the owners of Lots 1 to 3 DP 420442 and Lots 1 & 2 DP 22310 and Lot 2 DP 309070.

"Water Scheme" means the "Scheme" referred to in the Deed of Covenant 5044044.2

2. Background

Pursuant to Land Covenant in Deed 5044044.2 ("the Deed") the Lots (being part of the land previously contained in Lots 3 to 5 DP 22310 and the Covenantor's Land (being that part of the land previously contained in Lots 1, 2 and 5 DP 22310) and referred to in Schedule "A", "B", "C", "D" and "E" of the Deed are entitled to receive the benefit of the Water Scheme detailed in the Deed.

3. Scope

The Grantors and Grantees have agreed to enter into this Instrument and to be bound by the obligations contained within the Deed in order to obtain and be bound by the rights and benefits of the Water Scheme and to specifically meet the obligations contained in clause 15 of the Deed.

4. Water Entitlements

Pursuant to Schedule G of the Deed, the Registered Proprietors acknowledge and agree:

- a) That Lot 1 DP 420442 shall be entitled to draw water at the amount of 4% of the water volume being available from the Water Scheme or 8,000 litres per day which ever is the lesser amount; and
- b) That Lots 2 & 3 DP 420442 shall be entitled to jointly draw water at the amount of 11% of the water volume being available from the Water Scheme or 22,000 litres per day which ever is the lesser amount; and
- c) The Covenantor's land shall be entitled to draw 42.5% of the water volume being available from the Water Scheme.

REF: 7225 – AUCKLAND DISTRICT LAW SOCIETY INC.

Easement instrument to surrender easement, profit à prendre or land covenant

Sections 90A and 90F, Land Transfer Act 19

RCOV 7436929.1 Rev01

Cpy - 01/01.Pgs - 007,10/07/07,10:08

Land registration district

OTAGO

DocID: 212315320

Grantee

Surname(s) must be underlined or in CAPITALS.**Victoria Mary BUCKHAM**

Grantor

Surname(s) must be underlined or in CAPITALS.**Jean-Francois TAQUET, Gwen Adel TAQUET and Mark Alfred ODLIN****Surrender* of easement, or profit à prendre, or covenant**

The Grantee, being the registered proprietor of the dominant tenement(s) set out in Schedule A or being the Grantee in gross, **surrenders to the Grantor** the easement(s), profits(s) à prendre, or covenant(s) set out in Schedule A, **and the Grantor accepts the surrender** of those easement(s), profits(s) à prendre, or covenant(s).

Dated this 22nd day of June 2007**Attestation**

X 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 <u>Annamarie Prebec</u> Occupation <u>Secretary</u> Address <u>Queenstown</u>

 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 <u>SHANE DINI ROBERT</u> Occupation <u>HOUSEKEEPER</u> Address <u>3 GOLDEN TERRACE, GOLDFIELD HEIGHTS, Q.TWN.</u>

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

[Solicitor for] the Grantor

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

REF: 7004 - AUCKLAND DISTRICT LAW SOCIETY



Dated

22 Jun 2007

Page

1

of

pages

(Continue in additional Annexure Schedule if required.)

Nature of easement, <i>profit</i> , or covenant	Unique identifier (Document number)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	5804281.7	OT 50112	OT 14C/392 OT 35296

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

REF: 7004 - AUCKLAND DISTRICT LAW SOCIETY

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



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

Easement

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

THE NATIONAL BANK OF NEW ZEALAND LIMITED

Mortgagee under Mortgage 5044044.4 (over Certificate of Title OT14C/392)

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the registration of the attached Easement Instrument to surrender land covenant 5804281.7 and the attached Easement Instrument to create land covenant.

Dated this 14th day of June 2007

Attestation

SARDADEVI RUPA

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Latasha Elizabeth Koloni
Bank Officer
Auckland

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

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **SARDADEVI RUPA**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)

Attorney at Auckland on this)

14th day of June 2007)


SARDADEVI RUPA

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

EasementPage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

BANK OF NEW ZEALAND**Mortgagee under Mortgage 6415943.7 (over Certificate of Title OT35296)****Consent**

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

Delete words in [] if inconsistent with the consent.

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

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

{section _____ of the _____ Act _____}

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

the Consentor hereby consents to:

the registration of the Easement Instrument to surrender land covenant 5804281.7 and the attached Easement Instrument to create land covenant.Dated this 14th day of June 2007**Attestation**

Signed for and on behalf of
BANK OF NEW ZEALAND
by its Attorney

MARY GOBBARD
.....
.....

Signed in my presence by the Consentor

D. Osborne
.....

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name **Desley Osborne**Occupation **Bank Officer**Address **Auckland**

Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

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

I, **MARY GODDARD**, Quality Assurance Officer, of Auckland, New Zealand,
Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland

DATED: 19 June 2007



MARY GODDARD

Landonline User ID: **buddletwe**

LODGING: **ELPM** **buddle Findlay**

Address: **c/- Midtown Agency Services Ltd**

DX SP20201

Wellington

Uplifting Box Number

ASSOCIATED FIRM:

Client Code / Ref: **MXO TAQ0545**

Dealing / SUR Number:
(LINZ use only)

Priority Endorsement Stamp
(LINZ use only)

RCOV 7436929.1 Revoca

Copy - 02/03, Page - 003, 28/08/07, 12:52

Copies
(Inc. original)

Date: 21/01/2020

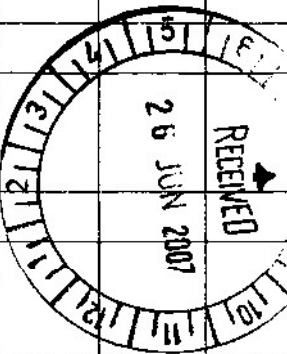
Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Plan Number Pre-allocated or
to be Deposited:

Rejected Dealing Number:

Other (state)

Priority Order	UT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTIPLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$
1	OT114C/392 50112 35296	RCOV	5804281.7	50.00	2	\$4					\$54.00
2	See Schedule	E.I.	Taqet & Odlin to Buckham	50.00	2	\$4					\$54.00
3											
4											
5											
6											



Annotations (LINZ use only)

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? _____

Less Fees paid on Dealing #

Subtotal (for this page)

\$108.00

Total for this dealing

\$108.00

Debit my Account for

\$108.00

Version 1.7: 28 Mar 2004

COV 7830100.1 Coven

Cpy - 01/03, Pgs - 013, 27/05/08, 12:51



File: 7830100.1

VICTORIA MARY BUCKHAM

"Covenantor"

WARWICK PETER GOLDSMITH AND JACQUELINE SARAH HILDA GILLIES (as trustees
of the JA Trust and of the AT Trust)

"Covenantee"

DEED OF COVENANT

ANDERSONLLOYD
LAWYERS

PARTIES:

1. **VICTORIA MARY BUCKHAM** at Queenstown ("the Covenantor")
2. **WARWICK PETER GOLDSMITH AND JACQUELINE SARAH HILDA GILLIES** (as trustees of the JA Trust and of the AT Trust) ("the Covenantee")

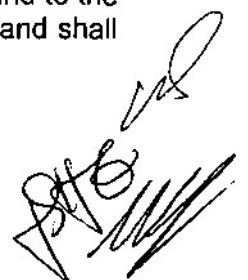
INTERPRETATION

In this deed the following terms have the following meanings:

<i>Covenantee</i>	includes all persons executing this deed as Covenantee and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of the Covenantee's Land and their tenants, licensees and invitees.
<i>Covenantor</i>	means and includes all persons executing this deed as Covenantor and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of the Covenantor's Land and their tenants, licensees and invitees.
<i>Lodge any Submission</i>	means and includes personally or through any agent or servant directly or indirectly lodge or support in any way any objection or submission to any planning proposal and includes taking any part in any planning hearing, appeal, or reference arising in respect of a planning proposal whether as a party or otherwise.
<i>Planning Proposal</i>	means and includes any application for a resource consent and/or a plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed District Plan.

BACKGROUND

- A. The Covenantor is the registered proprietor of that land detailed in Schedule A (the Covenantor's Land).
- B. The Covenantee is the registered proprietor of that land detailed in Schedule B (the Covenantee's Land).
- C. The Covenantor and Covenantee have agreed to covenant with each other as follows with the intent that the restrictions and obligations set out in this deed shall apply to Covenantor's Land for the benefit and/or burden of the Covenantee's Land and to the Covenantee's Land for the benefit and/or burden of the Covenantor's Land and shall be enforceable in perpetuity.



THIS DEED WITNESSES

1. The Covenantor hereby covenants with the Covenantee to henceforth and for all time comply with the obligations of the Covenantor set out in this deed and hereby grants to the Covenantee the right to require the Covenantor to do anything necessary to carry out the Covenantor's obligations as set out in this deed.
2. The Covenantee hereby covenants with the Covenantor to henceforth and for all time comply with the obligations of the Covenantee set out in this deed and hereby grants to the Covenantor the right to require the Covenantee to do anything necessary to carry out the Covenantee's obligations as set out in this deed.
3.
 - a. Subject to subclause (b) below the Covenantor shall not at any time Lodge any Submission against any Planning Proposal to subdivide the Covenantee's Land into lots equal to or greater than 1 hectare in size and/or to erect a house and/or carry out landscaping on any part of the Covenantee's Land provided the house is to be erected on a lot equal to or greater than 1 hectare in size.
 - b. If any Planning Proposal will result in the Covenantee's Land being subdivided into a number of rural residential lots whereby the total number of rural residential lots divided into the total area of the Covenantee's Land results in an average lot size of 1 hectare or greater then each such lot shall be deemed to be equal to or greater than 1 hectare for the purposes of subclause (a) above even if some individual lots are less than 1 hectare in size. The purpose of this subclause (b) is to enable flexibility of subdivision design, which may result in a range of different sized lots both smaller and larger than 1 hectare in size, provided that the average rural residential lot density across all the Covenantee's Land is no less than 1 hectare per rural residential lot.
 - c. The Covenantor shall not at any time Lodge any Submission against any Planning Proposal to develop and/or use any part of the Covenantee's Land for commercial purposes, and shall not bring any claim action or proceeding or claim any damage or nuisance of any nature in any way arising from the various applications and consents referred to herein, or in relation to any such activities the Covenantee may conduct and carry out on the Covenantee's Land. *for the purposes of this clause, the phrase "commercial purposes" shall have the same definition as the definition for "commercial activity"*
4. Clause 3 shall also apply for the benefit of the Covenantor's Land as if the word "Covenantor" in clause 3 read "Covenantee" and the word "Covenantee" read "Covenantor".
5. Neither party shall at any time Lodge any Submission against any Planning Proposal for consent for residential building platform(s) up to 1,350 square metres in area provided there is a maximum of one residential building platform per lot as permitted pursuant to clause 3 above.
6. Each party is deemed to have provided Written Approval to any Planning Proposal referred to in clauses 3 and 5 and that party shall, at the request of the other party, forthwith provide Written Approval to any such Planning Proposal.

* shown in the Queenstown Lakes District Council
(Partially operative) District Plan (June 2007)

KA0-443382-37-37-V1:rr

7.
 - a. Subject to subclause (b) below, the parties to this deed shall each allow this deed to be registered against all or part of the lands described in Schedules A and B respectively so that this deed shall enure in perpetuity. Each party shall sign any further documents and do any other thing, including producing any required Certificate(s) of Title, to enable registration of this deed.
 - b. If for any reason this deed is not in registrable form, the parties shall execute such further amended deed embodying the rights and obligations set out in this deed as is necessary to enable registration to be completed.
8. The covenants, rights and obligations contained in this deed shall enure in perpetuity for the benefit and burden of the Covenantor's Land and the Covenantee's Land as set out in this deed.

ATTESTATION

EXECUTED by the Covenantor
VICTORIA MARY BUCKHAM

in the presence of

Annemarie Piebee
Secretary
Queenstown

EXECUTED by the Covenantee
WARWICK PETER GOLDSMITH and
JACQUELINE SARAH HILDA GILLIES
(as trustees of the JA Trust and the AT Trust)

in the presence of

Vanessa Jean Walker
Solicitor
Queenstown

SCHEDULE A

1. Lot 2 Deposited Plan 309070 and Lot 1 Deposited Plan 22310 containing 13.4752 ha described in Certificate of Title 35296.
2. Lot 2 Deposited plan 22310 containing 0.8083 ha described in Certificate of Title OT14C/392.

SCHEDULE B

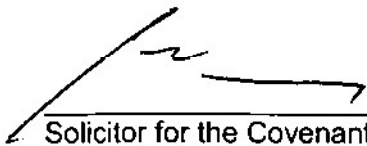
1. Lot 1 Deposited Plan 359067 containing 4.0028 ha described in Certificate of Title 240688.
2. Lot 5 Deposited Plan 368650 containing 4.1237 ha described in Certificate of Title 278953.

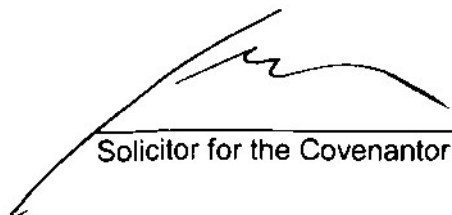
KAO-443382-37-37-V1:rr

TO: The District Land Registrar
Otago Land Registry

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

Correct for the purposes of the
Land Transfer Act



Solicitor for the Covenantor and Covenantee

Solicitor for the Covenantor and Covenantee

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Deed of Covenant**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

ANZ National Bank Limited**Mortgagee under Mortgage no 5044044.4****Consent**

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

Delete words in [] if inconsistent with the consent.

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

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

{section _____ of the _____ Act _____}

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

the Consentor hereby consents to:

registration of the attached Deed of Covenant.

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.

Dated this **23** day of **May 2004****Attestation**

<p>ANZ National Bank Limited By its Attorney</p> <p>Michael John Kemp</p>	<p>Signed in my presence by the Consentor</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>FANY TIRTAWINARTA</p> <p>Occupation</p> <p>BANK OFFICER</p> <p>Address</p> <p>AUCKLAND</p>
<p>Signature of Consentor</p> <p>_____</p>	

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

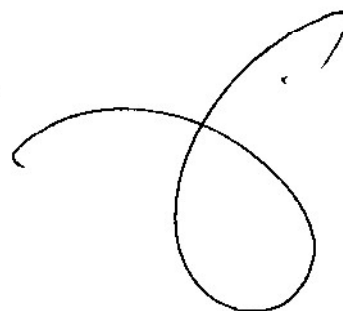
REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Michael John Kemp of **Auckland**, New Zealand, **Team Leader, Lending Services Centre** of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 23 May 2008.



Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Deed of Covenant**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

Bank of New Zealand**Mortgagee under Mortgage Number
6415943.7****Consent**

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

registration of the Deed of CovenantDated this 23 day of May 2008**Attestation**SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its attorneyAndrew Mark Rainey

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

NICHOLAS JON DUDLEY
BANK OFFICER
BANK OF NEW ZEALAND
WELLINGTON

Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY



Bank of New Zealand

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

Andrew Mark Rainey

I,
certify:

, Bank Officer of Wellington, New Zealand

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this

23 MAY 2008

A handwritten signature in black ink, appearing to be 'A. Rainey', written over a horizontal line.

[Full name]

Andrew Mark Rainey

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc**Encumbrance**Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

ARROW IRRIGATION COMPANY LIMITED**Encumbrancee under Encumbrance No.
864427****Consent**

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

Delete words in [] if inconsistent with the consent.

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

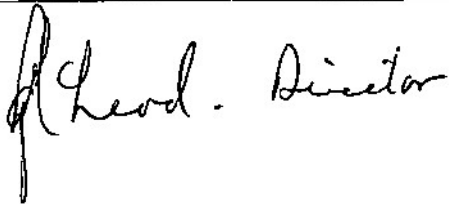
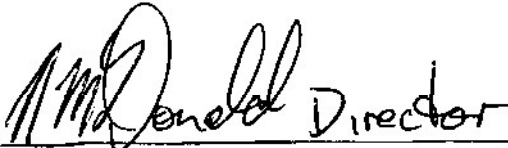
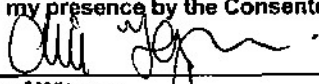
Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section] of the [] Act []

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

the Consentor hereby consents to:

the registration of the attached Deed of Covenant, but without prejudice to its rights and remedies under the Encumbrance.Dated this **12** day of **May** **2008****Attestation**

  Signature of Consentor	Signed in my presence by the Consentor  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRIS FERGUSON Occupation PLANNER Address 21-CHARK FORTUNE McDONALD PO Box 553, QUEENS TOWN
---	---

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

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

EncumbrancePage **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

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

STONEBRIDGE MANAGEMENT LIMITED**Encumbrancee under Encumbrance
Instruments 6574080.2 and 6574080.4****Consent**

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

Delete words in [] if inconsistent with the consent.

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

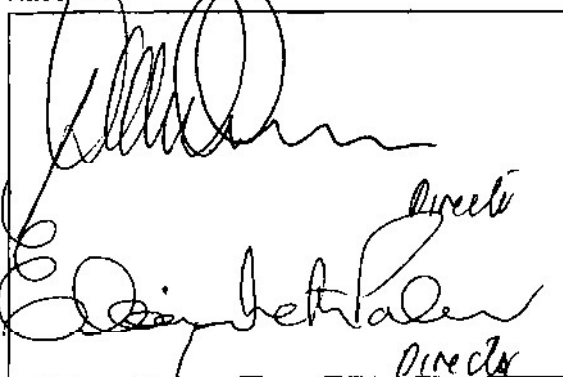
Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section] of the Act

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

the Consentor hereby consents to:

the registration of the attached Deed of Covenant, but without prejudice to its rights and remedies under the Encumbrance.Dated this 26 day of May 2008**Attestation**

 Signature of Consentor	Signed in my presence by the Consentor
	Signature of Witness
	<i>Witness to complete in BLOCK letters (unless legibly printed)</i>
	Witness name
	Occupation
	Address

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Landonline User ID: **andersonlc1du**

LOGGING FIRM: **Anderson Lloyd**

Address: **P O Box 201**

Queenstown

HEREWITH
Survey Plan (#)

File Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited

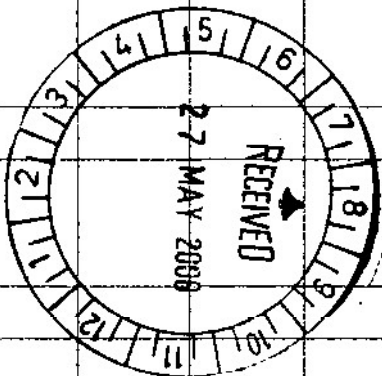
Rejected Dealing Number

Other (state)

COV 7830100.1 Coven
Copy - 02/03 Pgs - 013 27/05/08 12:51
Copies
(inc. original)
Order 212196641

Client Code / Ref: **KA0 443382-56 Hawtho**

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	RESUBMISSION	NOTICES	ADVERTISING	NEW TITLES	OTHER	PRIORITY CAPTURE	FEES & GST INCLUSIVE
1	See Schedule	COV	V M Buckham W P Goldsmith J S H Gillies	60.00							\$60.00
2	See Schedule	COV	VM Buckham/Waiau Trustees Ltd/PMJ & FP Van Brandenburg	60.00							\$60.00
3	See Schedule	COV	J W Hart/A M Bailey/ W P Goldsmith/ J S H Gillies	60.00							\$60.00
4	35295 OT14C/393 OT14C/394 244689 & 244690	COV	Bailey/Hart/Waiau Trustees Ltd/ DMJ & FP Van Brandenburg	60.00					CHCH A 06.110	CHCH 240.00	\$60.00
5											
6											



PAID

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) **\$240.00**
Total for this dealing **\$240.00**

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? _____

Less Fees paid on Dealing #

Cash/Cheque Enclosed for **\$240.00**


TITLE SCHEDULE

Landonline User ID: andersonlc1du
LODGING FIRM: Anderson Lloyd
Client Code / Ref: KAO 443382-56 Hawtho

Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:
1	35296 OT 14C/392 240688 278953	5		9		13	
2	35296 OT 14C/392 240689 240690	6		10		14	
3	35295 OT 14C/393 OT 14C/394 240688 278953	7		11		15	
4		8		12		16	

Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:
17		18		19		20	

15 OCTOBER 2001

 David Palmer & Co. Limited

~~Palmer Property Management Limited~~

"Covenantor"

Victoria Mary Buckham

CDU 5115576.6 COVENANT (ALL TYPE)
CPY 01/01.P65-015.20/11/01.13:27




DocID: 110268747

Timothy Edward Sherman Bailey and Anne Marie Bailey

Ian Mackay Faulks and Phyllis ReI Faulks

Lennox Douglas McFadgen and Anntionette McFadgen

 ^{/Mary}
Harold Maffey Price, Margaret Terry Bramley and Alasdair Donald McBeth

"Covenantees"

DEED OF COVENANT

In the Matter of the Property Law Act 1952

And

In the Matter of Land registered under the Land
Transfer Act 1952

PARTIES:

David Palmer & Co. Limited

1. ~~Palmer Property Management Limited~~ at Queenstown ("the Covenantor")

2. Victoria Mary Buckham, Timothy Edward Sherman Bailey and Anne Marie Bailey, Ian Mackay Faulks and Phyllis Rel Faulks, Lennox Douglas McFadgen and Anntoinette McFadgen, Harold Maffey Price, Margaret Terry Bramley and Alasdair Donald McBeth
("the Covenantees")

Mary

INTERPRETATION

In this deed the following terms have the following meanings:

Building

shall have the same meaning as in the Building Act 1991, but does not include:

- Fences or walls of 2m in height or less above ground level or retaining walls of 2m in height or less below ground level, not used for a sign or for any purpose other than as a fence, retaining wall or wall.
- Structures less than 5m² in area and in addition less than 2m in height above ground level.
- Radio and television aerials (excluding dish antennae for receiving satellite television which are greater than 1.2m in diameter), less than 2m in height above ground level.
- Masts and poles less than 2m in height above ground level.

Building includes the construction, erection, alteration, relocation or placement on a site of a building.

Covenantees

includes all persons executing this deed as Covenantor and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of the Covenantees' Land and their tenants, licensees and invitees.

Covenantor

means and includes all persons executing this deed as Covenantor and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of the Covenantor's Land and their tenants, licensees and invitees.

DP 301618

means Deposited Plan No 301618

BACKGROUND

- A. The Covenantor is the registered proprietor of that land detailed in Schedule A (the Covenantor's Land).
- B. The Covenantees are the registered proprietors of the properties detailed in Schedule B (the Covenantees' Land).
- C. The Covenantor and Covenantees have agreed to covenant with each other as follows with the intent that the restrictions and obligations set out in this deed shall apply to the Covenantor's Land for the benefit of the Covenantees' Land and to the Covenantees' Land for the burden of the Covenantor's Land and shall be enforceable inter se.

COVENANTS

- 1. The Covenantor covenants and agrees with the Covenantees for the benefit of and to be appurtenant to the Covenantees' Land, that the Covenantor will henceforth and at all times hereafter observe and perform all and singular the stipulations, covenants and restrictions detailed below ("the Covenants") to the end and intent that each of the Covenants shall enure for all time for the benefit of the Covenantor's Land and every part of the Covenantees' Land.
- 2. The Covenantor shall at no time create or allow to be created any vehicle access way from Speargrass Flat Road onto the Covenantor's Land other than that one vehicle access way existing as at the date of this deed being the vehicle access way situated approximately 130 metres from the north east corner of the Covenantor's land where it adjoins Speargrass Flat Road and 209 metres from the north west corner of the Covenantor's land where it adjoins Speargrass Flat Road and being the access way off Speargrass Flat Road shown on DP 301618.
- 3. Subject to clause 4 the Covenantor shall at no time:
 - a. Cut down any existing trees along the Speargrass Flat Road boundary of the Covenantor's Land (whether those trees are on the Covenantor's Land or on the legal road adjoining the Covenantor's Land).
 - b. Make any request of the Council, or take any other step, to have any trees situated on the legal road adjoining the Speargrass Flat Road boundary of the Covenantor's land cut down.
- 4. Clause 4 shall not apply to any trimming or removal of a tree for safety reasons in respect of which the Covenantor has consulted with two or more of the Covenantees.
- 5. The Covenantor shall maintain (and replace if necessary) the lombardy poplars and hawthorn hedgerow along the Speargrass Flat boundary of the Covenantor's Land in so far as such poplars and hedgerow are on the Covenantor's Land and are under the control of the Covenantor. To the extent that the existing hedgerow, poplars and other trees are situated on the legal road adjoining the Covenantor's Land, the Covenantor shall at all times encourage and promote the maintenance and replacement of same or similar trees for the purpose of maintaining and supporting the maintenance and enhancement of the existing avenue of trees.

Handwritten signatures and initials at the bottom right of the page, including "PRY", "R.D.M.H.", "A.M.F.", "H.P.", and "Dr M.B.". There are also some scribbles and other marks.

6.
 - a. Subject to subclauses (b) and (c) below, the Covenantor shall not at any time in the future further subdivide (as currently defined in Section 218(1) of the Resource Management Act 1991) any of the Covenantor's Land whether by way of boundary adjustment, cross lease, unit title development, or otherwise howsoever.
 - b. Subclause (a) above shall not apply to a further subdivision of Lot 1 DP301618 into a maximum of four rural residential lots containing one building platform each – with the intent that the total subdivision and development of the Covenantor's Land including such further subdivision shall not total more than eight rural residential lots plus the one large communal lot shown as Lot 6 on DP 301618.
 - c. Subclause (a) above, shall not apply to any minor boundary adjustment which does not include the moving of any building platforms more than to a minor degree and/or does not result in the creation of any additional lots or right to build any additional dwellings.
7.
 - a. Subject to subclause (b) below, the Covenantor shall at no time in the future build or allow to be built on any part of Lot 6 DP301618 any Building.
 - b. The Covenantor may erect an implement shed in the north east corner of Lot 6 DP301618 subject to obtaining any necessary resource consent. Any implement shed to be constructed will generally be of a quality commensurate with the standard of building provided for by the Covenantor within the Covenantor's subdivision.
8. The Covenantor will register this Deed against the Covenantor's Land to provide notice of the Covenants to any future purchasers or owners of the Covenantor's Land.
9.
 - a. The Covenants shall enure for a period of forty (40) years from the date of this deed for the benefit of the Covenantees' Land as set out in this deed and shall be enforceable against the Covenantor's Land during that period by any one or more of the Covenantees at any time.
 - b. Upon the expiry of that period of forty (40) years this deed shall be deemed to have been cancelled by agreement and shall thereafter have no force or effect.

DATED: 15 OCTOBER 2001.

ATTESTATION

David

EXECUTED by the Covenantor
Palmer Property Management Limited
in the presence of & Co.

[Signature]
[Signature]
[Signature]

EXECUTED by the Covenantee
Victoria Mary Buckham
in the presence of:

[Signature]
Revell William Buckham
Solicitor

QUEENSTOWN
EXECUTED by the Covenantee
Timothy Edward Sherman Bailey and
Anne Marie Bailey
in the presence of:

[Signature]
Revell William Buckham
Solicitor

QUEENSTOWN
EXECUTED by the Covenantee
Michael Ray Radford
in the presence of:

[Signature]
[Signature]

EXECUTED by the Covenantee
Richard Stewart McKnight
in the presence of:

EXECUTED by the Covenantee
Lennox Douglas McFadgen and
Anntoinette McFadgen
in the presence of:

[Signature]
Revell William Buckham
Solicitor

QUEENSTOWN
EXECUTED by the Covenantee
Harold Maffey Price
in the presence of:

[Signature]
Revell William Buckham
Solicitor
QUEENSTOWN

[Signature]
[Signature] - *[Signature]*
Lennox Douglas McFadgen
Signed by his attorney
Anntoinette McFadgen

[Signature]

Mary
EXECUTED by the Covenantee
Margaret Terry Bramley
in the presence of:

)
) *M. Bramley*
)

[Signature]
Revell William Buckham
Solicitor

QUEENSTOWN
EXECUTED by the Covenantee
Alasdair Donald McBeth
in the presence of:

)
) *Alasdair*
)

[Signature]
DEIGHTON CAUSER
SOLICITOR
QUEENSTOWN

EXECUTED by the Covenantee
Ian Mackay Faulks
in the presence of:

)
) *I. Faulks*
)

[Signature]
Revell William Buckham
Solicitor

QUEENSTOWN
EXECUTED by the Covenantee
Phyllis Rei Faulks
in the presence of:

)
) *P.R. Faulks*
)

[Signature]
Revell William Buckham
Solicitor
QUEENSTOWN

19 *[Signature]*

SCHEDULE A
(Covenantor's Land)

1. 1.9837 hectares being Lot 1 Deposited Plan 301618, CT6669
2. 0.3616 hectares being Lot 2 Deposited Plan 301618, C 6670
3. 0.4515 hectares being Lot 3 Deposited Plan 301618, CT6671
4. 0.4271 hectares being Lot 4 Deposited Plan 301618, CT6672
5. 0.5027 hectares being Lot 5 Deposited Plan 301618, CT6673
6. 16.2890 hectares being Lot 6 Deposited Plan 301618, CT6669 – CT6673

The National Bank of New Zealand Limited as mortgagee of the Covenantor's Land pursuant to Mortgage 923717/8 **HEREBY CONSENTS** to the registration of the within covenants but without prejudice to the rights and remedies of the mortgagee.

DATED

15th

October

2001

THE NATIONAL BANK OF
NEW ZEALAND LIMITED
BY ITS ATTORNEY

KAPUA KATRINA GARDNER

K Gardner

Witnessed by

VAIJAYANTI SALVI
BANK OFFICER
AUCKLAND



The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, KAPUA KATRINA GARDINER Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013


The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 15th day of October 2001

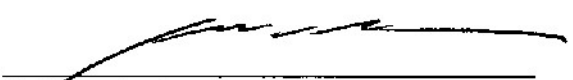
Kapua Katrina Gardiner

SCHEDULE B
(Covenantees' Land)

1. 11.2378 hectares being Lot 1 Deposited Plan 22310, CT OT14C/391
2. 8083 square metres being Lot 2 Deposited Plan 22310, CT OT14C/392
3. 6.0555 hectares being Lot 3 Deposited Plan 22310, CT OT14C/393
4. 2.5975 hectares more or less being Lot 1 Deposited Plan 26690, CT OT18D/274
5. 5.3801 hectares being Lot 1 Deposited Plan 20253, CT OT11C/1368
6.  ~~1.9842 hectares being Lot 4 Deposited Plan 22666, CT OT14D/829~~
2.1042 hectares being Lot 3 Deposited Plan 22666 CT OT14D/828

TO: The District Land Registrar
Otago Land Registry

Please note the Land Covenants contained within this Deed against Certificates of Title to the Covenantor's Land described in Schedule A and the Covenantees' Land described in Schedule B pursuant to Section 126A of the Property Law Act 1952.


Solicitor for the Covenantees

Land Covenant

Correct for the purposes of the Land
Transfer Act 1952

Against CT's 6669 to 6673
(Otago Registry)



Solicitor for ~~Palmer Property Management Limited~~
David Palmer & Co. Limited

David Palmer & Co. Limited

~~Palmer Property Management Limited~~

Victoria Mary Buckham

**Timothy Edward Sherman Bailey and
Anne Marie Bailey**

**Ian Mackay Faulks and
Phyllis Rel Faulks**

**Lennox Douglas McFadgen and
Anntoinette McFadgen**

 **Harold Maffey Price, Margaret Terry Bramley and
Alasdair Donald McBeth**

/ Mary

Particulars entered in the Register on
The date and time stamped below

District/Assistant Land Registrar of the
District of Otago

Anderson Lloyd Caudwell
Queenstown

DOCUMENT2:

CERTIFICATE OF NON-REVOCATION OF
POWER OF ATTORNEY

I, **Anntionette McFadgen** of Queenstown, New Zealand, hereby certify:

1. **THAT** by Deed dated the 9th day of September 2001 a copy whereof is deposited in the Lands and Deeds Registry Office at Otago under number ,
Lennox Douglas McFadgen appointed me his attorney on the terms and conditions set out in the said Deed.
2. **THAT** at the date hereof I have not received any notice of revocation of the said Deed.

DATED at Queenstown this 15th day of **OCTOBER** 2001

.....*A. McFadgen*.....
Anntionette McFadgen


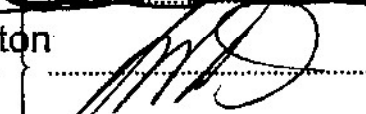
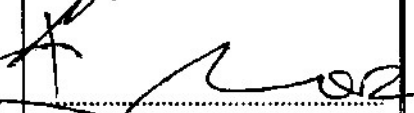

TO: The Registrar
Land Information New Zealand
Private Bag
DUNEDIN

RE: REGISTRATION DEED OF COVENANT
PALMER PROPERTY MANAGEMENT LIMITED - VICTORIA MARY
BUCKHAM & OTHERS

The BANK OF NEW ZEALAND, as mortgagee pursuant to mortgage number 828754,
HEREBY CONSENTS to the registration of the above-mentioned covenant against Certificate of
Title 14C/391, without prejudice to the banks rights and interests pursuant to such mortgage.

DATED: 19 SEPTEMBER 2001

SIGNED by the)
BANK OF NEW ZEALAND)
by its attorney)

SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys	BANK OF NEW ZEALAND By its Attorneys:
Jeremy Hastings-White	
Stephen John Naughton	
In the presence of: Kendall James Taylor Witness:	
Occupation: Bank Officer Address: Wellington	



Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Jeremy Hastings White of [Wellington] and
Stephen John Naughton of [Wellington], New Zealand,

Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Second Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the Land Transfer Offices at:

Auckland	as No.	C622693.1F	Blenheim	as No.	174983
Christchurch	as No.	A124795.1	Dunedin	as No.	859913
Gisborne	as No.	G198246.1	Hamilton	as No.	B214884
Hokitika	as No.	098538	Invercargill	as No.	221983.1
Napier	as No.	609666.1	Nelson	as No.	339830.1
New Plymouth	as No.	412259	Wellington	as No.	B363693.1
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at [Wellington]

this 19 day of SEPTEMBER 2001

Signature

Jeremy Hastings White
Name

SIGNED at [Wellington]

this 19 day of SEPTEMBER 2001

Signature

Stephen John Naughton
Name

50104094

**TO: The Registrar
Land Information New Zealand
Private Bag
DUNEDIN**

**RE: REGISTRATION DEED OF COVENANT
PALMER PROPERTY MANAGEMENT LIMITED - VICTORIA MARY
BUCKHAM & OTHERS**

The NATIONAL BANK OF NEW ZEALAND, as mortgagee pursuant to mortgage number 5044044.4, HEREBY CONSENTS to the registration of the above-mentioned covenant against Certificate of Title 14C/392, without prejudice to the banks rights and interests pursuant to such mortgage.

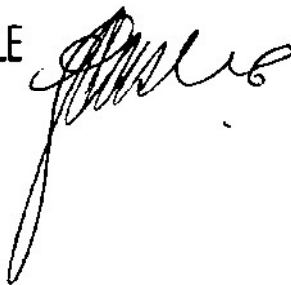
17 SEP 2001

SIGNED by the
NATIONAL BANK OF NEW ZEALAND
by its attorney

)
)
) 
STEPHEN MARK RHODES

Signed by
The National Bank of New Zealand Ltd
By its attorney
In the presence of

WILLIAM JOHN CASTLE
BANK OFFICER
AUCKLAND





The National Bank of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **STEPHEN MARK RHODES** Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.

3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 17th day of September 2001

Attachment B



Residential
Dwelling

Cow Bryre (B)

Outdoor
Area (1)

The Ruins (3)

Outdoor
Area (2)

Stables (A)

Farm Building (C)

Access

Car Parking
(undefined)

Speargrass Flat Road

Access

Document Set ID: 7009032

Version: 1; Version Date: 03/12/2021

Job No: 1016694
3 December 2021

Victoria Buckham
Thurlby Domain
31 Speargrass Flat Road
Wakatipu Basin
Queenstown

Attention: Victoria Buckham

Dear Victoria

Acoustic Assessment - Proposed Events at Thurlby Domain

This letter report provides an acoustic assessment of proposed events at Thurlby Domain and has been prepared in accordance with our letter of engagement dated 2 February 2021.

1 Introduction

We understand that resource consent is sought to undertake various types of events at 31 Speargrass Flat Road, Wakatipu Basin (Thurlby Domain). Some events are currently held at the property, and we understand that consent is sought to increase the number and type of events held. We understand that the majority of events have between 30 to 60 guests, but some may have up to 150 guests. The events are likely to include weddings, celebrations, photography, filming and other more specialised events (provided for under the definition of “Temporary Events” in the Queenstown Lakes District Council (QLDC) District Plan).

2 Proposed activities

Events will be held at various locations on the property, as shown in Figure 1.

- Events will typically be held either in the accessory buildings (labelled A, B and C in Figure 1), or in the courtyard area between the buildings (Outdoor Area 2), or at the Ruins.
- Most wedding ceremonies will occur during the day at the Ruins, with the Stables used when weather is inclement.
- On occasion, events may take place during the daytime in the area to the east of the Cow Byre (Outdoor Area 1), adjacent to the boundary with 67 Speargrass Flat Road.
- Wedding receptions will be typically held in the Farm Building (the red barn).
- Events are occasionally held in a marquee to the north of the Ruins, and in between the Farm Building and the Stables.

Events may include music from time to time. The type of music, the level at which it can be played and the times during which it can be played in each location are assessed below.

Guests may congregate outdoors and are expected to converse at a normal or raised voice level. We understand that for Outdoor Area (1), guests will be required to vacate or move indoors by 8 pm. All guests will be required to depart all events on the property by 1 am.

Guests for many events will travel via pre-booked shuttle bus and /or taxis but parking is available within the site and there may be traffic associated with some events.

We understand a 2 m high acoustic fence along the boundary between Outdoor Area (1) and 67 Speargrass Flat Road will be erected, to protect acoustic and visual amenity for this property.



Figure 1: Location of events at Thurlby Domain.

2.1 Event areas

The areas shown in Figure 1 are summarised below:

- **Outdoor Area (1)** is located in a courtyard area between the Cow Byre and the Stables. It is also a location in close proximity to an adjoining rural residential property at 67 Speargrass Flat Road.
- **The Stables (A)** is primarily used for wedding ceremonies, particularly in times of inclement weather when the Ruins is not suitable.
- **The Cow Byre (B)** is another heritage building that we understand is infrequently used for temporary events. It is set up and used primarily as a farm building and is used from time to time as a location for wedding photos.
- **Outdoor Area (2)** is the area between the buildings on the property. A marquee may be set up occasionally for events.
- **The Farm Building (C)** is where the later evening events are to be held, such as receptions with music for dancing.
- **The Ruins (3)** is the primary area for wedding ceremonies and other low-key activities, such as community picnics. Marquees may be set up near this location. On occasion, larger events

may be held. This area is discrete, isolated and located a generous distance from sensitive receivers.

- We understand that **car parking** is proposed to be kept relatively undefined, reflecting the nature of the temporary events and the overall use of the property as rural residential. This area is indicated generally on the site plan and will be marked out depending on the size of the event and, in particular, whether parking is required.

2.2 Event times

Events will be limited to between 10 am and 12.30 am, except for events in Outdoor Area (1), which will be restricted to between 10 am and 8 pm. Guests will be required to vacate the property no later than 1 am.

3 Noise limits

Noise limits for this area are contained in the QLDC District Plan. Under the Operative District Plan (ODP) the holding is zoned Rural General. Under the Proposed District Plan (PDP) the holding is zoned Wakatipu Basin Rural Amenity Zone, with a small part of the property falling within the Wakatipu Basin Lifestyle Precinct. We have been advised by Town Planning Group that for the purposes of this application, the PDP should be treated as operative.

Under the PDP, the following noise limits are applicable:

At any point within the notional boundary of a residential unit in the Wakatipu Basin Rural Amenity Zone (other than residential units on the property):

- 50 dB LAeq(15 min) 8:00 am to 8:00 pm.
- 40 dB LAeq(15 min) 8:00 pm to 8:00 am .
- 75 dB LAFmax 8:00 pm to 8:00 am.

At any point within any site in the Wakatipu Basin Lifestyle Precinct (other than a point within the same site as the proposed activity):

- 50 dB LAeq(15 min) 8:00 am to 8:00 pm.
- 40 dB LAeq(15 min) 8:00 pm to 8:00 am.

For both zones, noise emissions that exceed the limits above are non-complying activities.

The requirement of the RMA for noise to be reasonable also applies. As this is a rural area it is likely to have low ambient sound levels, particularly at night-time. The bass frequencies of music are typically the most clearly audible and can in some cases result in unreasonable noise.

4 Noise sensitive receivers

The nearest noise sensitive receiver to the Stables, Cow Byre and Outdoor Area (1) is the property at 67 Speargrass Flat Road, sharing a boundary with the application property.

62 and 64 Speargrass Flat Road and 188¹ and 210 Domain Road are located on the south side of Speargrass Flat Road. These properties are nearest to the Farm Building and Outdoor Area (2).

21 Speargrass Flat Road shares the boundary to the west of the property and is nearest to the Ruins and area periodically used for marquees (Marquee Area). Other residential properties are further afield from the sites, see Figure 2.

¹ Forming a cluster of 7 dwellings on separate titles

67 Speargrass Flat Road is in the Wakatipu Basin Rural Amenity Zone, while all other neighbouring properties are located in the Wakatipu Basin Lifestyle Precinct.



Figure 2: Locations of nearest properties.

Estimated distances to the closest property boundary for events in different areas are shown in Table 4.1.

We understand 21 Speargrass Flat Road to be screened from the Ruins and associated Marquee Area by the topography, therefore 188 Domain Road (at a similar distance from these locations) will be more exposed to any noise, and compliance with PDP noise limits of noise from events at the Ruins has therefore been assessed at this property boundary (this being the worst-case scenario).

It should be noted that in some cases the noise sensitive receiver (the dwelling) is located significantly further away from events than the PDP measurement point (the nearest property boundary). For example, for events at the Ruins, as well as the Farm Building and Outdoor Area (2), the nearest property *boundary* is at 188 Domain Road, whereas the nearest *dwelling*s at 62 and 64 Speargrass Flat Road are significantly further away. Therefore the noise levels at the nearest property boundary are not necessarily representative of the noise levels experienced by noise sensitive receivers.

The notional boundary is defined in NZS 6802² as a line 20 metres from any side of a dwelling, or the legal boundary where this is closer to the dwelling. This standard identifies the notional boundary as

² NZS 6802: 2008 Acoustics – Environmental noise.

an appropriate location for assessment of noise in rural character areas with large lot sizes. Distances from event locations to the nearest notional boundaries are shown in Table 4.2.

Table 4.1: Distances from typical event locations to assessment point required by PDP

Location of event	Closest assessment point	Approx. distance to property boundary / m	Event screened from receiver?
Outdoor Area (1)	67 Speargrass Flat Road notional boundary	0-30*	Yes – acoustic fence
Stables and cow byre	67 Speargrass Flat Road notional boundary	5-10*	Yes - inside building
Outdoor Area (2)	188 Domain Road property boundary	20-70	No
Farm Building	188 Domain Road property boundary	20	Yes - inside building
Ruins	188 Domain Road property boundary	100	No
Marquee Area (at The Ruins)	188 Domain Road property boundary	120	No

* Notional boundary as required by PDP for Wakatipu Basin Rural Amenity Zone.

Table 4.2: Distances from typical event locations to nearest notional boundary of noise sensitive receiver

Location of event	Closest noise sensitive receiver	Approx. distance to notional boundary / m	Event screened from receiver?
Outdoor Area (2)	64 Speargrass Flat Road	80	No
Farm Building	64 Speargrass Flat Road	120	Yes – inside building
Ruins	21 Speargrass Flat Road	140	Yes - topography
	64 Speargrass Flat Road	270	No
Marquee Area (at The Ruins)	21 Speargrass Flat Road	130	Yes - topography
	64 Speargrass Flat Road	280	No

5 Noise prediction assumptions

5.1 Event guests

Expected noise levels due to the conversation of people have been calculated based on the American National Standards Institute Standard ANSI S3.7 – 1997 *Methods for calculation of the Speech Intelligibility Index*, which contains information on the typical speech levels for both male and female speakers. For the purposes of this assessment, a sound level of 68 dB at 1 m distance from the speaker has been assumed, which is based on average values for a normal voice effort of one speaker. This is considered to be a representative level for a well-managed event with background music where voices do not need to be raised.

For raised voices, a value of 76 dB at a distance of 1 m from the speaker has been assumed for a single speaker. This is appropriate to use where there is a higher level of music, requiring raised voices, or where event guests are in close proximity and the Lombard effect (in which people raise their voices in social situations) is likely.

While we understand that most temporary events will have 30 to 60 guests, we have assumed a worst-case scenario where the events are at the maximum of 150 guests, of which 75 are speaking

at any one time. This is considered to be a conservative assumption for the purposes of assessing noise effects.

5.2 Event music

We understand that different levels of music are required for different types of events. We have assessed the following levels of music:

- **Background music** consisting of low-level music played through a speaker. Voices do not need to be raised to have a conversation. We have assumed a level of 60 dB LAeq at 10 m from a music speaker, with no excessive low frequency sound.
- **Single instrument** such as a flute or cello. Voices do not need to be raised to have a conversation. We have assumed a level of 60 dB LAeq at 10 m from the musician. Note this does not include louder brass instruments.
- **Gentle live music** such as a string quartet, or amplified acoustic guitar played at a relatively low level. Voices may need to be raised slightly for conversation. We have assumed a level of 70 dB LAeq at 10 m from the musicians with no excessive low frequency sound.
- **Music for dancing** such as a live band or amplified music. We understand that there will be no drums or excessive bass. We have assumed a reverberant level of 85 dB LAeq when this takes place within the Farm Building.

5.3 Location of noise sources

The noise sources (music and/or voices) are assumed to be roughly in the middle of Outdoor Areas (1) and (2), the Ruins and associated Marquee Area. For other areas, the noise source will be indoors and an internal reverberant noise level has been assumed with breakout from the building.

5.4 Maximum levels

L_{Amax} levels are likely to be less than 20 dB higher than L_{Aeq} levels and therefore compliance with the L_{Aeq} limit implies compliance with the night-time L_{Amax} limit.

5.5 Screening

Where there is screening from buildings (for example, 67 Speargrass Flat Road is screened from events at Outdoor Area (2) by the intervening buildings) a further reduction of 10-15 dB can be expected at the receiver/s.

10 dB attenuation has been assumed from the acoustic fence along the boundary with 67 Speargrass Flat Road which will decrease the impact of noise from events in Outdoor Area (1).

For music within the Farm Building a Rw attenuation value of -18 dB has been used for a corrugated iron building with windows and doors closed.

No screening has been assumed from an event in a marquee or at the Ruins (apart from the topographical screening in the direction of 21 Speargrass Flat Road).

6 Predicted compliance

Noise levels from each type of event have been predicted at the closest property boundary and notional boundary. Table 6.1 summarises the compliance with the PDP noise limits of different types of events.

Table 6.1: Summary of events and predicted compliance

Event location	No. guests / no. speaking	Normal / raised voices	Type of music	Compliant daytime?	Compliant night-time?
Outdoor Area (1)	150 / 75	Normal	Background, single instrument	Yes	Yes, as no events proposed
Outdoor Area (2)	40 / 20	Normal	None	Yes	Yes
	150 / 75	Normal	None	Yes	No - see (1)
	150 / 75	Normal	Background, single instrument	Yes	No - see (1)
	150 / 75	Raised	Gentle live music	No - see (2)	Yes, as no events proposed
Stables	150 / 75	Reverberant level – see Section 5.2	Gentle live music	Yes	Yes
Cow Byre	150 / 75	Reverberant level – see Section 5.2	Gentle live music	Yes	Yes
Farm Building	150 / 75	Reverberant level – see Section 5.2	Music for dancing	Yes	Yes
Ruins	150 / 75	Normal	Background, single instrument	Yes	Yes
	150 / 75	Raised	Gentle live music	Yes	No - see (1)
	150 / 75	Loud	Music for dancing	No – see (3)	Yes, as no events proposed
Marquee Area (at The Ruins)	150 / 75	Normal	Background, single instrument	Yes	Yes
	150 / 75	Raised	Gentle live music	Yes	No - see (1)
	150 / 75	Loud	Music for dancing	No – see (3)	Yes, as no events proposed

(1) Predicted to exceed the night-time noise limit at the property boundary of 188 Domain Road, but to be below the night-time limit at the notional boundary of 64 Speargrass Flat Road (the closest dwelling).

(2) Predicted to exceed the daytime noise limit at the property boundary of 188 Domain Road, but to be below the daytime limit at the notional boundary of 64 Speargrass Flat Road (the closest dwelling).

(3) Predicted noise level of 51-52 dB LAeq at notional boundary of 21 and 64 Speargrass Flat Road, and 61-63 dB LAeq at property boundary of 188 Domain Road.

7 Additional mitigation

The effects of noise from events can best be managed via a noise management plan which should include clear communication with immediate neighbours and a procedure for managing noise from events. The noise management plan should include the following:

- Where music is played in outdoor areas, the speakers / musician(s) should be located away from the property boundary or (in the case of speakers) directed away from the nearest noise sensitive property.
- Drums and excessive bass frequency noise should not be permitted. Doors and windows should be closed when music for dancing is played in the Farm Building.
- Event guests should be managed such that any noisy / rowdy behaviour, which may impact neighbouring properties, is discouraged. This should include ensuring guests in Outdoor Area (1) move into the buildings by 8:00 pm and arranging appropriate locations away from adjoining properties for guests to wait for taxi pick-ups.

In the interests of maintaining good community relations, the noise management plan should include provision for communication with immediate neighbours. This could take the form of a regular email or letter drop advising of upcoming events and providing neighbours with contact details for any complaints or queries. We note that the draft noise management plan includes provision for a complaints register.

8 Assessment of effects

Under the PDP, noise limits are required to be met at the property boundary for all properties within the Wakatipu Basin Lifestyle Precinct. In this location, the boundary of 188 Domain Road is the closest property boundary for several of the event locations proposed, see Table 4.1. However, the property boundary of 188 Domain Road is not considered a noise sensitive receiver as the nearest part of the property is not used for residential purposes – the dwellings on this property are located over 200 m further away from the property boundary.

Typically in rural environments where properties are not in close proximity to each other or to the property boundaries, noise levels are assessed at the notional boundaries. This is normally more representative of noise levels received by residents, whose outdoor amenity space is generally situated close to dwellings.

Our assessment has predicted noise levels at notional boundaries of properties to assess the level of effects for noise sensitive receivers from event noise to determine whether the noise will be appropriate and reasonable.

For events at the Ruins / Marquee Area and Outdoor Area (2), the notional boundary of 64 Speargrass Flat Road has been assessed in addition to the nearest property boundary. Although the notional boundary of 21 Speargrass Flat Road is closer to events at the Ruins, topographical screening is predicted to result in lower noise levels at this location.

Noise levels at notional boundaries are predicted to be at or below the PDP noise limits for all events listed in Table 6.1, with the exception of daytime events with music for dancing at the Ruins / Marquee Area. These events are predicted to result in noise levels 1-2 dB higher than the daytime PDP limit at the closest notional boundary. An increase of 3 dB is typically just perceptible. The predicted increase of 1-2 dB is unlikely to be perceptible and we therefore consider the effects to be reasonable. An exceedance of up to 13 dB is predicted at the nearest property boundary; however there are no noise sensitive receivers at this location and therefore no adverse effects.

As this is a rural area, low levels of background noise are likely at surrounding properties, therefore, noise from events (even if compliant with PDP limits) may be audible at times and subjectively perceived to be unreasonable in some cases. The expectations of residents can best be managed via engagement and consultation, which can be implemented via a noise management plan.

9 Summary

We have predicted noise levels from different types of events held in different locations proposed at 31 Speargrass Flat Road (Thurlby Domain). Different types of music have been assessed for these events. Certain combinations of event types and music types are predicted to be compliant with the PDP daytime and night-time limits. For some events on the Outdoor Area (2) and the Ruins / Marquee Area, levels are predicted at the notional boundary of 64 Speargrass Flat Road as well as the closest property boundary of 188 Domain Road. While these events may result in exceedance of the PDP limits at the assessment location (property boundary), predicted noise levels at the notional boundary are within the PDP limits. The notional boundary is considered more representative of the actual effect of the noise from events and an appropriate location to consider the effects of noise on the amenity of occupiers.

Events at the Ruins / Marquee Area with music for dancing are predicted to result in noise levels higher than the daytime PDP limits. Although an exceedance of up to 13 dB is predicted at the nearest property boundary, there are no noise sensitive receivers at this location and therefore no noise effects. Levels at the nearest notional boundary are predicted to be 1-2 dB higher than the PDP daytime limit, which is an imperceptible increase. These events should cease at 8 pm to prevent exceedances of the PDP limits during the night-time period.

We consider that a noise management plan (such as has already been prepared) will be appropriate to manage noise levels from events on neighbours, and we have proposed specific mitigation measures to be included in this plan.

10 Applicability

This report has been prepared for the exclusive use of our client Victoria Buckham, with respect to the particular brief given to us and it may not be relied upon in other contexts or for any other purpose, or by any person other than our client, without our prior written agreement.

We understand and agree that our client will submit this report as part of an application for resource consent and that QLDC as the consenting authority will use this report for the purpose of assessing that application.

Tonkin & Taylor Ltd

Environmental and Engineering Consultants

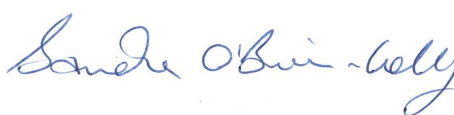
Report prepared by:



Lindsay Leitch

Senior Acoustic Consultant

Authorised for Tonkin & Taylor Ltd by:



Sandra O'Brien-Kelly

Project Director

THURLBY DOMAIN
31 Speargrass Flat Road, Queenstown

NOISE MANAGEMENT PLAN

Prepared: 24 November 2021

1.0 INTRODUCTION

1.1 Scope

This Noise Management Plan (**NMP**) provides methodologies which will ensure that the noise associated with the undertaking of temporary events, at Thurlby Domain, 31 Speargrass Flat Road in Queenstown, does not exceed the noise levels, as outlined in RM201050, and that community goodwill is maintained.

1.2 Purpose

The NMP relates to the control of noise from guests, visitors and activities associated with temporary events using both the indoor and outdoor areas, music and operations in general.

The purpose of the NMP is to identify and set out the practices and procedures for noise mitigation and management to be implemented to ensure that noise impacts on neighbouring properties are minimised, and that noise does not unreasonably disturb neighbours.

1.3 Objectives

The objectives of the NMP are to ensure that noise from events at Thurlby Domain is not unreasonable nor adversely impact neighbours' amenity. and,

This will be achieved by:

- Complying with the relevant conditions of resource consent RM201050;
- Developing and implementing strategies as set out in this NMP;
- Identifying and implementing alternative/new mitigation measures wherever necessary on an annual basis to ensure the NMP's continued effectiveness and to promote continuous improvement.

The consent holder and event organisers for temporary events will be made familiar with the procedures set down in this NMP and will be required to abide by these procedures to ensure that noise emissions from the site are reasonable and neighbour's amenity is not unreasonably disturbed.

2.0 CONDITIONS OF CONSENT

The specific conditions of consent proposed that relate to the management of noise and managerial responsibilities of the consent holder which must be complied with by the consent holder and event managers of temporary events are reproduced below:

- a) A maximum of 100 temporary events on the property per calendar year (excluding temporary events undertaken in The Ruins area, for which no limit is proposed).
- b) A maximum of 150 guests engaged in a temporary event on the property at any one time (excluding staff).
- c) All temporary events are to cease by 12.30am with guests off site by 1am.
- d) Any music at temporary events shall be limited to the following:

Area	Music	Hours
Outdoor Area 1	Background, single instrument	10am – 8pm
Outdoor Area 2	Background, single instrument	10am – 12.30am
	Gentle live music	10am – 8pm
Stables and Cow Byre	Background, single instrument, gentle live	10am – 12.30am
Farm Building	Background, single instrument, gentle live, music for dancing	10am – 12.30am
Ruins and Marquee Area	Background, single instrument	10am – 12.30am
	Gentle live music	10am – 12.30pm

- e) All Temporary Events are to be conducted so that the following noise limits, measured in accordance with NZS 6801:2008 and assessed in accordance with NZS 6802:2008, shall not be exceeded as follows:

At any point within the notional boundary of a residential unit in the Wakatipu Basin Rural Amenity Zone and Wakatipu Basin Lifestyle Precinct (other than residential units on the property):

Daytime (0800 to 2000 hrs) – 50dB $L_{Aeq}(15 \text{ min})$
 Night-time (2000 to 0800 hrs) – 40 dB $L_{Aeq}(15 \text{ min})$
 Night-time (2000 to 0800 hrs) – 75 dB L_{AFmax}

- f) A Noise Management Plan (NMP) shall be prepared in accordance with the conditions of consent and shall include a complaints register and response procedure. A copy of the NMP shall be kept onsite at all times. All temporary events shall be undertaken in accordance with the NMP. The NMP may be updated from time to time to reflect changes in temporary event operations, procedures and any mitigation measures required to address noise complaints, in which case an updated copy of the updated NMP shall be provided to Council within 10 working days of the changes being made.
- g) Event managers of temporary events at the property shall be provided with a copy of the Noise Management Plan and shall be made aware of the restrictions imposed by the resource consent in relation to noise, people and timing of events.

2.1 GENERAL ACTIVITY AREAS

For the purposes of (d) above, the different areas of the property are as follows:



3.0 NOISE CONTROL MEASURES

Noise from patron conversation and music is expected as part of Temporary Events at the property. The following mitigation and management measures will be adopted to ensure noise emissions from the property do not exceed a reasonable level:

- The conditions of consent identified above will be complied with.
- The consent holder shall be responsible for making sure any event organisers or directors managing events are issued with a copy of the noise management plan and are made aware of the consent requirements.
- All Temporary Events shall cease by 12:30am with the last guests to depart the property by 1am.
- All goods and services deliveries and collections for Temporary Events shall be undertaken between 8:00am and 6:00pm. This includes placing glass recycling outside for collection.
- Where music is played in outdoor areas, the speakers / musician(s) should be located and faced away from the property boundary or (in the case of speakers) directed away from the nearest noise sensitive property.
- Drums and excessive bass frequency noise are not permitted, and the event organiser must ensure that this restriction is adhered to as part of any Temporary Events.
- Doors and windows should be closed when music for dancing is played in the Farm Building, with the exception of timely entry/exit from the principal entrance.
- Event guests should be managed such that any noisy / rowdy behaviour, which may impact neighbouring properties, is discouraged. This should include ensuring guests in Outdoor Area (1) move into the buildings by 8:00pm and arranging appropriate locations away from adjoining properties for guests to wait for taxi pick-ups.
- Prior to the conclusion of any night-time temporary events (e.g. after 8pm), guests shall be directed to nominated points for taxi/end of night transportation
- Guests using The Stables or Cow Byre for temporary events shall be directed to the area shown as Outdoor Area 2 if outdoor time is needed (such as getting fresh air).
- A complaints record and a complaints procedure shall be prepared and kept inclusive of records of responses to complaints received.
- Signage shall be placed at all the exit doors advising patrons leaving the premises to have consideration for neighbours.
- A community relations strategy shall be adopted by the consent holder to facilitate communication with immediate neighbours. This could take the form of a regular email or letter drop advising of upcoming events and providing neighbours with contact details for any complaints or queries.
- The person(s) responsible for the Temporary Events shall appoint a Noise Liaison Officer whose responsibility is to ensure all persons undertaking events are issued with a copy of the NMP, inclusive of a copy of the resource consent, and are made aware of the requirements of both documents. The Noise Liaison Officer is responsible for the implementation of the Noise Management Plan and ensuring the mitigation strategies listed above are adopted by all staff and visitors. The Noise Liaison Officer will also have the following responsibilities:
 - Ensure all event managers and directors visiting the site are aware of the instructions contained in the Noise Management Plan and of their responsibilities to control noise emitted from their activities.

-
- Ensure a copy of the NMP is kept onsite at all times and available to all persons undertaking events and activities at the site, and that a hard copy of the current document is held on site at all times.
 - Respond to and keep a record of noise complaints associated with the respective Temporary Event.

4.0 COMPLAINTS, REPORTING AND REVIEW PROCEDURES

It is essential that consideration is given to those that may be affected by noise from activities conducted as part of any temporary events undertaken at Thurlby Domain. The value of maintaining community goodwill should be emphasised at both management and worker levels. Periodically the issue of community goodwill should be raised at staff meetings, and the benefits of maintaining a good relationship with the community examined.

4.1 Complaints register and reporting

Any complaints received shall be logged including the date and time of the complaint, the name address and phone number of the complainant and details of the nature of the complaint shall be recorded, together with details of the action taken in resolving the issue, and the timing of that corrective action.

It will be the responsibility of the Noise Liaison Officer to ensure that all complaints are followed up and reasonable steps relating to remediation investigated.

4.2 Review

The Noise Management Plan is a living document, and may be amended, changed, or reviewed as required such that best practices are adopted, to ensure the purposes and objectives of the NMP are continually being met. Changes may be made to the Noise Management Plan over time to reflect changes to operations and circumstances. An updated copy of the Noise Management Plan shall be submitted to Council no later than two weeks following the changes being completed.

APPENDIX A – COMPLAINTS REGISTER

Complaints logged by	Date and time complaint received	Complaint received from (i.e. neighbours details)	Details of complaint (i.e. source, type of noise, duration)	Action taken	Follow up / Additional comments

THURLBY DOMAIN
31 Speargrass Flat Road, Queenstown

OPERATIONAL MANAGEMENT PLAN

Prepared: 24 November 2021

1.0 INSTRUCTIONS FOR HIRE

1.1 Car Parking

There are two vehicle accessways both located on Speargrass Flat Road, and one vehicle parking area. The specific area will be set by the event organiser. There is to be no parking of vehicles outside of this area.



1.2 Fire exits and extinguishers

Fire exits are located as per the signage on site. There are two fire extinguishers, located within the Red Barn building.

1.3 Outside hazards

Undulating terrain poses a threat to persons accessing the event areas

1.4 MC to communicate safety notice

The MC for the event is asked to communicate briefly at the start of the event, that there is an Emergency Evacuation Plan (located on the wall of the Red Barn) should an emergency arise.

The Event Manager will be the person on duty to ensure all persons are accounted for at the designated assembly area (there is a yellow vest located in the Red Barn to be worn if an evacuation occurs). It is also a requirement at this time to communicate that no persons are to access the surrounding property outside of the designated areas.

1.5 Smoking

Smoking is only permitted outside of the buildings in the areas designated by event operators. Please use sand trays for butts. Please note that the surrounding vegetation can be a high fire risk.

1.6 First aid kit

There is a first aid kit located in the Red Barn. Should further aid be required, emergency contact numbers for the medical centre and ambulance are on the Emergency Evacuation Plan that is provided to the event organiser.

1.7 Lights and lock up

At the end of the evening, all lights (both inside and outside) are to be turned off. The property is to be secured and ensure all external doors are closed.

1.8 Erected marquees

We understand the need to allow more time for Marquee's to be erected and dismantled. We have allowed for an extra day either side of the booked timeframe to allow for this.

1.9 Cleaning and rubbish

Cleaning products have been provided for your use (located in the kitchen cupboard).

Please ensure that all surfaces, floors and toilets are cleaned. All rubbish and bottles are to be removed and taken to the nearest Recycling Centre

2.0 HEALTH AND SAFETY

2.1 Health and safety statement

We are committed to maintaining a safe and healthy environment for all persons, staff, contractors and clients by:

- Ensuring procedures are in place to identify and control significant hazards, deal with emergencies.
- Instructing staff, contractors and clients on health and safety matters.

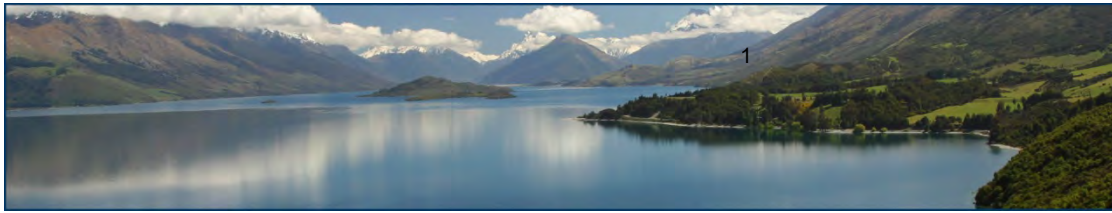
Staff, contractors and clients are expected to actively cooperate in the achievement of all health and safety goals and initiatives by:

- Practicing and observing safe work practices.
- Reporting any accidents, incidents or identifiable hazards.

2.2 Hazard control and action

We will ensure all significant hazards are identified using the correct form and a course of action instigated to eliminate, control or minimise the hazard.

We will ensure that the register is kept up to date by adding new hazards and deleting those that no longer exist. The hazard register will be provided to event organisers.



DECISIONS OF THE QUEENSTOWN LAKES DISTRICT COUNCIL
NOTIFICATION UNDER s95A AND s95B AND DETERMINATION UNDER s104
OF THE RESOURCE MANAGEMENT ACT 1991

Applicant:	Victoria Buckham
RM reference:	RM200835
Application:	Application under Section 88 of the Resource Management Act 1991 (RMA) for a subdivision (boundary adjustment) of two immediately adjoining lots.
Location:	31 Speargrass Flat Road
Legal Description:	Lot 2 Deposited Plan 309070 and Lot 1 Deposited Plan 22310 as held in Record of Title 35296 Lot 2 Deposited Plan 22310 as held in Record of Title OT14C/392
Zoning:	Operative District Plan: Rural General Zone Proposed District Plan: Wakatipu Basin Rural Amenity Zone & Lifestyle Precinct
Protected Features:	Historic Heritage Feature ref: 131 – Lot 2 DP22310
Activity Status:	Non-Complying
Decision Date	11 February 2021

SUMMARY OF DECISIONS

1. Pursuant to sections 95A-95F of the Resource Management Act 1991 (**RMA**) the application will be processed on a **non-notified** basis given the findings of Section 5 of the Section 95A and 95B report. This decision is made by Kenny Macdonald, Senior Planner, on 10 February 2021 under delegated authority pursuant to Section 34A of the RMA.
2. Pursuant to Section 104 of the RMA, consent is **GRANTED SUBJECT TO CONDITIONS** outlined in **Appendix 1** of the Section 104 decision imposed pursuant to Section 220 of the RMA. This consent can only be implemented if the conditions in Appendix 1 are complied with by the consent holder. The decision to grant consent was considered (including the full and complete records available in Council's electronic file and responses to any queries) by Kenny Macdonald, Senior Planner, under delegated authority pursuant to Section 34A of the RMA.

1. SUMMARY OF PROPOSAL AND SITE DESCRIPTION

Consent is sought to undertake a boundary adjustment subdivision between Lots 1 and 2 DP22310. Lot 1 is currently amalgamated with Lot 2 DP 309070 to the north. The boundary adjustment will transfer 1.7ha from Lot 1 DP22310 to the amalgamated Lot 2 DP22310; the existing and proposed lot sizes are as follows:

Lot Number	Current Size	Proposed Size
Lot 1 DP22310 and Lot 2 DP 309070	13.4752ha	11.7752ha
Lot 2 DP22310	0.8ha	2.5ha

Two right-of-way easements will be registered on proposed Lot 2 in favour of proposed Lot 1, and the Applicant has volunteered a consent condition prohibiting the erection of a boundary fence between proposed Lot 1 and Lot 2.

The applicant has provided a detailed description of the proposal, the site and locality and the relevant site history in Section 1 of the report entitled "*Information and Assessment of Effects on the environment – V & R Buckham, boundary adjustment, September 2020*", prepared by Nick Geddes of Clark Fortune McDonald, and submitted as part of the application (hereon referred to as the applicant's AEE and attached as Appendix 2). This description is considered accurate and is adopted for the purpose of this report with the following additions:

The AEE does not discuss the current amalgamation of Lot 1 DP 22310 and Lot 2 DP 309070. These parcels are held together by an amalgamation condition pursuant to s241 of the RMA and this condition will require to be replaced by a new condition referencing the updating legal descriptions created by the boundary adjustment.

The AEE also references an old scheme plan which has since been superseded. The proposed lot sizes are correctly identified above.

2. ACTIVITY STATUS

QLDC currently has an Operative District Plan (ODP) and Proposed District Plan (PDP).

Council notified its decisions on Stage 1 of the PDP on 7 May 2018, and notified its decisions on Stage 2 of the PDP on 21 March 2019. There are a number of appeals on these decisions. Stage 3 of the PDP was notified on 19 September 2019 and Stage 3B on 31 October 2019, and decisions on submissions are pending.

Where there are rules in the PDP that are treated operative under s.86F of the RMA, corresponding rules in the ODP are treated as inoperative. Consent is required under Section 9(3) of the RMA, pursuant to the ODP and PDP rules which are listed below.

2.1 OPERATIVE DISTRICT PLAN

The subject site is zoned Rural General in the ODP and the proposed activity requires resource consent for the following reason:

A **discretionary** activity pursuant to Rule 15.2.3.3 for subdivision in the Rural General Zone.

Note: the proposal does not qualify as a boundary adjustment in the Rural General Zone pursuant to 15.2.3.2(i) as the proposal will result in changes to the number of non-residential buildings on each lot.

2.2 PROPOSED DISTRICT PLAN

The subject site is zoned Wakatipu Basin Rural Amenity Zone and Lifestyle Precinct by the PDP and the proposed activity requires resource consent under the PDP for the following reasons:

- A **non-complying** activity resource consent pursuant to Rule 27.5.19 in respect to the minimum lot area. The minimum lot area in the Wakatipu Basin Rural Amenity Zone is 80 hectares. In this case, proposed Lot 1 will be 9.54 hectares (and 11.7752ha as amalgamated with Lot 2 309070) and proposed Lot 2 will be 2.5 hectares.

2.4 NATIONAL ENVIRONMENTAL STANDARD FOR ASSESSING AND MANAGING CONTAMINANTS IN SOIL TO PROTECT HUMAN HEALTH 2011 (“NES”)

The proposed activity does not involve any earthworks or physical modification to the subject site, therefore the NES does not apply.

2.5 ACTIVITY STATUS SUMMARY

Overall, the application is considered to be:

- a **discretionary** activity under the ODP; and
- a **non-complying** activity under the PDP.

Overall, the application is being considered and processed as a **non-complying** activity.

NOTIFICATION DETERMINATION DECISION UNDER SECTIONS 95A AND 95B OF THE RESOURCE MANAGEMENT ACT

3. SECTION 95A – PUBLIC NOTIFICATION

Section 95A of the RMA requires a decision on whether or not to publicly notify an application. The following steps set out in this section, in the order given, are used to determine whether to publicly notify an application for a resource consent.

3.1 Step 1 – Mandatory public notification

The applicant has not requested public notification of the application (s95A(3)(a)).

Public Notification is not required as a result of a refusal by the applicant to provide further information or refusal of the commissioning of a report under section 92(2)(b) of the RMA (s95A(3)(b)).

The application does not involve exchange to recreation reserve land under section 15AA of the Reserves Act 1977 (s95A(3)(c)).

Therefore, public notification is not required by Step 1.

3.2 Step 2 – Public notification precluded

Public notification is not precluded by any rule or national environmental standard (s95A(5)(a)).

The proposal is not:

- a controlled activity; or
- a boundary activity as defined by section 87AAB that is restricted discretionary, discretionary or non-complying;

Therefore, public notification is not precluded (s95A(5)(b)).

3.3 Step 3 – If not precluded by Step 2, public notification is required in certain circumstances

Public notification is not specifically required under a rule or national environmental standard (s95A(8)(a)).

A consent authority must publicly notify an application if notification is not precluded by Step 2 and the consent authority decides, in accordance with s95D, that the proposed activity will have or is likely to have adverse effects on the environment that are more than minor (s95A(8)(b)).

An assessment in this respect is therefore undertaken, and decision made in sections 3.3.1 - 3.3.4 below:

3.3.1 Effects that must / may be disregarded (s95D(a)-(e))

Effects that must be disregarded:

- *Effects on the owners or occupiers of land on which the activity will occur and on adjacent land (s95D(a)).*
- *Trade competition and the effects of trade competition (s95D(d)).*
- *The following persons have provided their **written approval** and as such adverse effects on these parties have been disregarded (s95D(e)).*

No persons have provided their written approval.

Effects that may be disregarded:

- An adverse effect of the activity if a rule or national environmental standard permits an activity with that effect (s95D(b)) – referred to as the “permitted baseline”. The relevance of a permitted baseline to this application is provided in section 3.3.2 below.

3.3.2 Permitted Baseline (s95D(b))

The consent authority **may** disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect. In this case, all subdivision applications require resource consent at least as a restricted discretionary activity. Therefore, there is no permitted baseline, and it is not considered further.

3.3.3 Assessment: Effects On The Environment

Taking into account sections 3.3.1 and 3.3.2 above, the following assessment determines whether the proposed activity will have, or is likely to have, adverse effects on the environment that are more than minor that will require public notification (s95A(8)(b)).

The Assessment of Effects provided at section 2 of the applicant's AEE is generally comprehensive and is considered accurate. It is therefore adopted for the purposes of this report, with the following additional assessment:

No physical demarcation between the proposed lots, such as a fence, is proposed and there will be no visual change to the physical arrangement of existing buildings, trees, accesses, or garden area. The Applicant has volunteered a consent condition prohibiting the erection of a boundary fence between proposed Lot 1 and Lot 2, and access to proposed Lot 1 will be secured via two right-of-way easements. The alignment of the easements will follow two existing access tracks and no earthworks are required. Further, the proposed activity will not create any new development rights in the form of additional residential units, nor will it create additional saleable lots.

The proposed activity will not impact on Historic Heritage Feature ref: #131.

In respect to the site size, the proposed activity will not achieve the minimum 80-hectare site size, however, the combined site size of Lot 1 and Lot 2 is approximately 12.04ha (14.2835 ha when considering the amalgamation) and thus will not change. Any adverse effects on the rural character from the undersized lots are existing and will not be exacerbated by the proposed activity. The proposed activity will not result in any physical or visual change to the subject site. Although the application site includes some areas located within the Wakatipu Basin Rural Amenity Zone Lifestyle Precinct, the proposed boundaries do not affect these areas.

In respect to engineering requirements, Mr Vermeulen, Land Development Engineer for Council, has reviewed the application and considers that there are no existing services or accesses which will be affected by this proposal. Mr Vermeulen concludes that the proposed activity will have no discernible effects from an engineering perspective.

3.3.4 Decision: Effects On The Environment (s95A(8))

On the basis of the above assessment, it is assessed that the proposed activity will not have adverse effects on the environment that are more than minor. Therefore, public notification is not required under Step 3.

3.4 Step 4 – Public Notification in Special Circumstances

There are no special circumstances in relation to this application.

4. LIMITED NOTIFICATION (s95B)

Section 95B(1) requires a decision on whether there are any affected persons (under s95E). The following steps set out in this section, in the order given, are used to determine whether to give limited

notification of an application for a resource consent, if the application is not publicly notified under section 95A.

4.1 Step 1: certain affected groups and affected persons must be notified

Determination under s95B(2)

The proposal does not affect protected customary rights groups, and does not affect a customary marine title group; therefore limited notification is not required.

Determination under s95B(3)

Limited notification is not required under Step 1 as the proposal is not on or adjacent to, or may affect land subject to a statutory acknowledgement under Schedule 11, and the person to whom the statutory acknowledgement is made is not determined an affected person under section 95E (s95B(3)).

4.2 Step 2: if not required by Step 1, limited notification precluded in certain circumstances

Limited notification is not precluded under Step 2 as the proposal is not subject to a rule in the District Plan or is not subject to a NES that precludes notification (s95B(6)(a)).

Limited notification is not precluded under Step 2 as the proposal is not a controlled activity land use (s95B(6)(b)).

4.3 Step 3: if not precluded by Step 2, certain other affected persons must be notified

If limited notification is not precluded by Step 2, a consent authority must determine, in accordance with section 95E, whether the following are affected persons:

Boundary activity

The proposal is not a boundary activity.

Any other activity

The proposal is not a boundary activity and therefore the proposed activity falls into the 'any other activity' category (s95B(8)), and the adverse effects of the proposed activity are to be assessed in accordance with section 95E.

4.3.1 Considerations in assessing adverse effects on Persons (S95E(2)(a)-(c))

- a) The consent authority **may** disregard an adverse effect of the activity on a person if a rule or national environmental standard permits an activity with that effect (a "permitted baseline"). Section 3.3.2 above sets out the relevance of the permitted baseline to this application.
- b) The consent authority **must** disregard an adverse effect of the activity on the person if the effect does not relate to a matter for which a rule or a national environmental standard reserves control or restricts discretion; and
- c) The consent authority **must** have regard to every relevant statutory acknowledgement specified in [Schedule 11](#).

4.3.1 [iii] Persons who have provided written approval (s95E(3))

No persons have provided their written approval.

4.3.2 Assessment: Effects on Persons

Taking into account the exclusions in sections 95E(2) and (3) as set out in section 4.3.1 above, the following outlines an assessment as to whether the activity will have or is likely to have adverse effects on persons that are minor or more than minor:

As detailed in section 3.3.3 above, there will be no physical change to the site, buildings, or existing access arrangements from the proposed activity. Likewise, no earthworks are required, the new boundary will not be delineated in any way (secured via volunteered consent condition), and the proposed activity will not result in any additional development rights.

Given there will be no visual or physical change to the subject site, adverse effects on the owners or occupiers of neighbouring properties, 74, 69, 67, 64, 62, and 21 Speargrass Road, and 188 and 210 Domain Road are considered to be less than minor.

No other persons are considered to be potentially affected by the proposed development,

4.3.3 Decision: Effects on Persons (s95E(1))

In terms of section 95E of the RMA, and on the basis of the above assessment, no person is considered to be adversely affected.

Therefore, limited notification is not required under Step 3.

4.4 Step 4 – Further Notification in Special Circumstances (s95B(10))

Special circumstances do not apply that require limited notification.

5. NOTIFICATION DETERMINATION

For the reasons set out in sections 3 and 4 of this notification decision report, under s95A and s95B of the RMA, the application is to be processed on a non-notified basis.

Prepared by



Nathan O'Connell
SENIOR CONSULTANT PLANNER

Decision made by



Kenny Macdonald
SENIOR PLANNER

DECISION UNDER SECTION 104 OF THE RESOURCE MANAGEMENT ACT

6. S104 ASSESSMENT

This application must be considered in terms of Section 104 of the RMA.

Subject to Part 2 of the RMA, Section 104 sets out those matters to be considered by the consent authority when considering a resource consent application. Considerations of relevance to this application are:

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

6.1 EFFECTS ON THE ENVIRONMENT (s104(1)(a)&(ab))

Actual and potential effects on the environment have been outlined in the section 95 report and are considered acceptable. Conditions of consent can be imposed under s220 of the RMA as required to avoid, remedy or mitigate adverse effects (s104)(1)(a)). Mr Vermeulen has recommended a consent condition to ensure the necessary easement is duly granted or reserved, and the condition prohibiting the erection of a fence between proposed lots 1 & 2 is adopted.

6.2 RELEVANT DISTRICT PLAN PROVISIONS (s104(1)(b)(vi))

Operative District Plan

The relevant operative objectives and policies are contained within Part 4 *District Wide*, Part 5 *Rural Areas* and Part 15 *Subdivision*. The Applicant has provided an assessment of the proposed activity against the directly relevant objectives and policies of Parts 4 and 15 of the ODP in section 3.1 and 3.2 (and Attachments F1 & F2) of the Applicant's AEE. This assessment is considered accurate and is adopted for the purposes of this report with the following additional assessment against the relevant objectives and policies of Part 5:

Generally speaking, Part 5 directs consideration be given to landscape character and values when assessing subdivision proposals, and that subdivision should avoid, remedy or mitigate adverse effects on the life-supporting capacity of soils. Generally, Part 5 seeks to enable rural productive activities and avoid adverse effects of subdivision and non-productive activities on rural amenity and landscape character and values. As discussed above, the proposal will result in no physical works and will be imperceptible when viewing the site. The proposal is consistent with the relevant objectives and policies of Part 5.

Overall, the proposal is consistent with the relevant objectives and policies of the ODP.

Proposed District Plan

The relevant objectives and policies from the PDP are contained within Chapter 27 *Subdivision and Development* and Chapter 21 *Rural*. The Applicant has not provided an assessment of the proposed activity against the PDP.

Objective 27.2.7 specifically provides for boundary adjustments providing they are appropriate in respect of (a) the location of the proposed boundaries; (b) in rural areas, the location of boundaries with regard to approved residential building platforms, existing buildings, and vegetation patterns and existing or proposed accesses; (c) boundary treatment; (d) the location and terms of existing or proposed easements or other arrangements for access and services. In this case, despite the non-complying status of the proposal due to proposed lot sizes, the proposed boundary adjustment is considered to meet these criteria for the reasons discussed in the above assessment. The new boundary will not be delineated in any way and no earthworks are proposed. Further, there will be no change to existing buildings, vegetation or access arrangements, and the proposed right of way easements will align with existing access tracks.

In respect to the Rural provisions, Objective 21.2.1 seeks a range of land uses, including farming and established activities, while protecting, maintaining and enhancing landscape, ecosystem services, nature conservation and rural amenity. The proposed boundary adjustment is considered consistent with this objective for the reasons outlined in the above assessment of effects.

Weighting between Operative District Plan and Proposed District Plan

In this case, as the conclusions reached in the above assessment lead to the same conclusion under both the ODP and PDP, no weighting assessment is required.

6.3 ANY OTHER MATTER (s104(1)(c))

Precedent

Given the non-complying status of this application it is appropriate to have regard to the issue of precedent, as well as the effect of granting consent upon the integrity of the District Plan. The preceding assessment concludes the proposed activity will have no more than minor adverse effects on the environment and less than minor adverse effects on 'persons', and it is consistent with the relevant objectives and policies of the ODP and PDP. For these reasons, the proposed activity is considered to be consistent with the intent of the ODP and PDP and therefore the issues of precedent or plan integrity do not arise.

6.4 PARTICULAR RESTRICTIONS FOR NON-COMPLYING ACTIVITIES (s104(D))

With respect to the assessment above, the first gateway test for a non-complying activity required under section 104D(1)(a) has been met in that the application will not have an adverse effect on the environment which is more than minor.

With respect to the second gateway test under section 104D(1)(b), the application is not contrary to the relevant policies and objectives of the Operative District Plan or the Proposed District Plan.

Accordingly, as the application has passed both of the gateway tests in s104D, consent can be granted for this non-complying activity.

6.5 SECTION 106 FOR SUBDIVISIONS

A consent authority may refuse to grant a subdivision consent, or may grant a subdivision consent subject to conditions, if it considers that the land is or is likely to be subject to, or is likely to accelerate material damage from natural hazards, or where sufficient provision for legal and physical access to each allotment has not been made.

In this case, as detailed in the preceding assessment of effects, no physical changes or work is required to undertake the proposed boundary adjustment, and no additional development rights will be created,

therefore the proposal will not exacerbate any natural hazard. In addition, the existing accesses to each allotment will not change, and access to proposed lot 1 will be secured via right of way easements.

Accordingly, discretion exists to grant the proposed subdivision (boundary adjustment) consent subject to conditions.

6.6 PART 2 OF THE RMA

Part 2 of the RMA details the purpose of the RMA in promoting the sustainable management of the natural and physical resources. Sustainable management is defined as:

Managing the use, development and protection of natural and physical resources in a way or at a rate which enable people and communities to provide for their social, economic and cultural well being and for their health and safety while:

- (a) Sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and*
- (b) Safeguarding the life-supporting capacity of air, water, soil and ecosystems; and*
- (c) Avoiding, remedying, or mitigating any adverse effect of activities on the environment.*

The preceding assessment of effects concludes that the proposed activity will not generate more than minor adverse effects on the environment and will not result in any physical or visual changes to the site. It will not undermine or compromise any natural or physical resources, nor the life-supporting capacity of air, water, soil and ecosystems. Adverse effects on the environment are remedied or mitigated.

Under Part 2 of the RMA, regard must be had to the relevant matters of Section 7 – Other Matters, including:

- (b) the efficient use and development of natural and physical resources;*
- (c) the maintenance and enhancement of amenity values;*
- (f) the maintenance and enhancement of the quality of the environment;*

Based on the preceding assessment, it is considered that the proposed activity is appropriate and is consistent with the intent of the ODP and PDP. It is concluded that the proposed activity will maintain the existing amenity values associated with the subject site without degrading the quality of the environment. Amenity values for adjoining properties will also be maintained.

Overall, the proposal is considered to meet the purpose and principles of the RMA.

7.0 DECISION ON RESOURCE CONSENT PURSUANT TO SECTION 104 OF THE RMA

Consent is **granted** a boundary adjustment subdivision, subject to the conditions outlined in *Appendix 1* of this decision report imposed pursuant to Section 220 of the RMA.

Prepared by



Nathan O'Connell
SENIOR CONSULTANT PLANNER

Decision made by



Kenny Macdonald
SENIOR PLANNER

8.0 DEVELOPMENT CONTRIBUTIONS AND ADMINISTRATIVE MATTERS

Local Government Act 2002: Development Contributions

This proposal is not considered a “Development” in terms of the Local Government Act 2002 as it will not generate a demand for network infrastructure and reserves and community facilities.

Administrative Matters

The costs of processing the application are currently being assessed and you will be advised under separate cover whether further costs have been incurred.

The Council will contact you in due course to arrange the required monitoring. It is suggested that you contact the Council if you intend to delay implementation of this consent or if all conditions have been met.

This resource consent is not a building consent granted under the Building Act 2004. A building consent must be obtained before construction can begin.

This resource consent must be exercised within five years from the date of this decision subject to the provisions of section 125 of the RMA.

If you have any enquiries please contact Nathan O’Connell on phone (03) 441 0499 or email nathan.o'connell@qldc.govt.nz

9.0 APPENDICIES LIST

APPENDIX 1 – Consent Conditions

APPENDIX 2 – Applicant’s AEE

APPENDIX 1 – CONSENT CONDITIONS

General Conditions

1. That the development must be undertaken/carried out in accordance with the plans:
 - *'Lots 1 and 2 being a boundary adjustment of Lots 1 and 2 DP 22310'*, prepared by Clark Fortune McDonald & Associates, Job no. 14619, Rev C. Dated 28/01/21

stamped as approved on 10 February 2021

and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.

To be completed before Council approval of the Survey Plan

3. Prior to the Council signing the Survey Plan pursuant to Section 223 of the Resource Management Act 1991, the consent holder shall complete the following:
 - (a) All necessary easements shall be shown in the Memorandum of Easements attached to the Survey Plan and shall be duly granted or reserved. This shall include all necessary rights of way easements resultant from the boundary adjustment.
 - (b) The following shall be registered with Land Information New Zealand (CSN: 1688625):

Lot 1 Hereon and Lot 2 DP 309070 shall be held in the same Record of Title.

On-going condition

4. The following conditions of the consent shall be complied with in perpetuity and shall be registered on the relevant Titles by way of Consent Notice pursuant to s.221 of the Act:
 - a) There shall be no boundary fence between Lot 1 DP XXXXX and Lot 2 DP XXXXX.

APPENDIX 2 – APPLICANT’S AEE

ATTACHMENT [A]

Information and Assessment of Effects on the Environment

V & R Buckham

Boundary Adjustment



September 2020

Prepared by: Nick Geddes

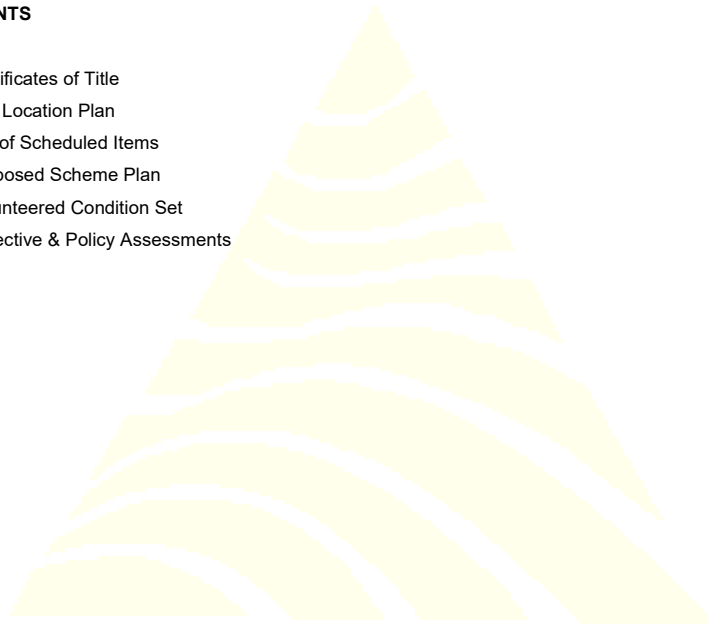


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- 1.0 A DETAILED DESCRIPTION OF THE PROPOSAL:
 - 1.1 Site Description
 - 1.2 The Proposal
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- 2.0 ASSESSMENT OF THE ACTIVITY'S EFFECTS ON THE ENVIRONMENT
- 3.0 DISTRICT PLAN – OBJECTIVES AND POLICIES ASSESSMENT
- 4.0 DISTRICT PLAN – ASSESSMENT CRITERIA
- 5.0 RESOURCE MANAGEMENT ACT 1991: PART 2

ATTACHMENTS

- [B] Certificates of Title
- [C] Site Location Plan
- [C1] List of Scheduled Items
- [D] Proposed Scheme Plan
- [E] Volunteered Condition Set
- [F] Objective & Policy Assessments





1.0 A DETAILED DESCRIPTION OF THE PROPOSAL:

1.1 Site Description

The sites are located at 31 Speargrass Flat Road, approximately 250m west of the intersection with, Speargrass Flat and Domain Roads. Lot 1 DP 22310 is contained in title identifier 35296 (Blue Fig 1 below) and Lot 2 DP 22310 is contained in title identifier OT14C/392 (Purple Fig 1). Both titles are contained in Attachment [B].



Figure 1: Location Plan – Attachment [C1].

The site(s) are located on the northern edge of the flat land known as the Hawthorne Triangle. A large portion of the site remains level with Speargrass Flat Road whilst the remainder is elevated above with an incised gully which occupies the north western area. Both allotments are collectively known as Thurlby Domain.

The flat lower portion of the site was settled in circa 1872 when several buildings were constructed and planted out in orchards, domestic gardens, extensive lawn areas and exotic specimen trees. These mature trees are located throughout the site and when coupled with the extensive garden areas they represent a very well-manicured parkland. Due to the history associated with these buildings and trees, the District Plan recognises many of these as scheduled items as listed in Attachment [C2].



Figure 2: Photos of Historic Buildings

The upper portion of the site is occupied for rural living purposes and extensively landscaped with a number of mature trees but none of these are scheduled in the District Plan. The residence on the upper slopes is accessed by a long gravel driveway which traverses amongst the lower flat land to meet Speargrass Flat Road.

1.2 The Proposal

The applicant seeks consent to amend the boundary between Lots 1 and 2 DP 22310. Lot 1 is currently 11.24ha and loses some 1.44ha to become proposed Lot 1 (9.8ha). Lot 2 is currently 0.80m² and becomes proposed Lot 2 comprising of 2.45ha. All proposed allotment sizes, shape, dimensions and required easements are set out on the proposed plan contained in Attachment [D]:

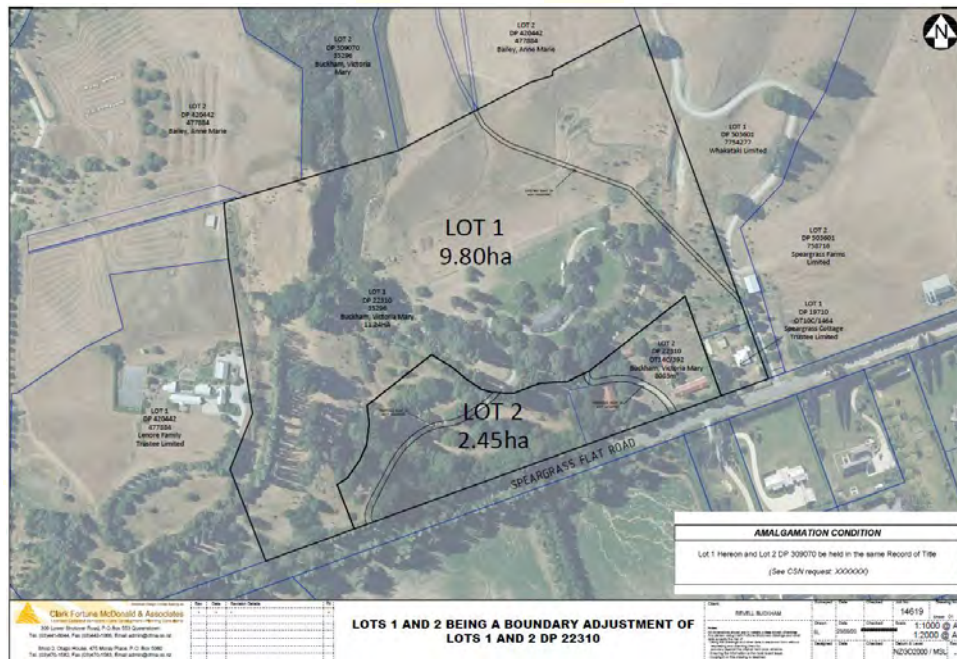


Figure 1: Proposed Scheme Plan – Attachment [D].

The purpose of the proposed adjustment is to accommodate all historic building structures within the one certificate of title. Given the location of the driveway from Speargrass Flat Road to the existing residence on the upper slopes, an right-of-way easement has been created over part of proposed Lot 2. The proposal seeks to make this adjustment without any physical demarcation or



noticeable change to the physical arrangement of existing structures, buildings, trees, lawn and garden spaces. Specifically, the proposal does not:

- Require the amendment of existing servicing or include any servicing to be installed;
- Include the identification of any building platforms or the construction of any buildings;
- Create any non-compliance with any Part 5 Rural General Zone site or zone standards;
- Result in the creation of any additional saleable lots.

To ensure the above, volunteered conditions of consent are contained in Attachment [E] and include:

- With the exception of any existing fencing and the Speargrass Flat Road boundary, there shall be no boundary fencing of Lot 2 DP XXXXXX.

Based upon the proposed allotment sizes the proposal cannot meet the minimum allotment size set for the Wakatipu Basin Rural Amenity Zone (80ha). While the current titles (even if combined) do not meet the required minimum for the subject Zone the breach has been set out and discussed in 1.3.2 below.

1.3 Statutory Provisions

1.3.1 Queenstown Lakes District Operative Plan

The subject site is located within the Rural General of the Operative District Plan. The site contains known protected items, these are set out in Attachment [C2]. The site does not contain any areas of significant vegetation. Resource consent is required for the following reasons:

- A **controlled** activity resource consent pursuant to rule 15.2.3.2 (a) (i) for boundary adjustment in the Rural General Zone. Qualifiers (a) to (h) of rule 15.2.3.2 (a) (i) are discussed in part 1.2 above.

1.3.2 Queenstown Lakes District Proposed Plan

The subject site is located within the Wakatipu Basin Rural Amenity Zone of the Proposed District Plan. The site contains known protected items as set out in Attachment [C2]. The site does not contain any areas of significant vegetation. Resource consent is required for the following reasons:

- A **restricted discretionary** activity resource consent pursuant to rule 27.5.4 (a) for boundary adjustment that involves any site containing a heritage or any other protected item identified on the District Plan maps. Qualifiers (a) to (c) of rule 27.5.4 are discussed in part 1.2 above.
- A **non-complying** activity resource consent pursuant to rule 27.5.19 as the proposal does not complying with the minimum lot areas specified in Part 27.6 (80ha).



While PDP rule 27.5.19 results in a **non-complying** activity status, given the nature of the application to “bundle” between both plans and require an section 104D enquiry under the ODP is unnecessary.

1.3.3 Queenstown Lakes District Plan(s) Weighting

Strategic Directions - Chapters 3-6

Due to the subject site’s location within the Wakatipu Basin Rural Amenity Zone no reference is required to Chapter 6. Due to the nature of the proposal it is considered that no reference is required to Chapter 5. The proposal is not considered to be *Urban Development* and the site is not located in an Urban Zone. Therefore, no reference is required to Chapter 4.

Strategic Chapter 3 remains subject to further conferencing in accordance with Court directions and a consent order as not been issued at the time this application was lodged. As such, it is considered that Part 4 (District Wide) of the ODP is the dominant provision set for any higher level considerations.

Chapter 24 – Wakatipu Basin

Due to the nature of the proposal no reference is required to Chapter 24.

Subdivision & Development - Chapter 27

District Wide

The Subdivision Chapter 27 was released as part of Stage 1 of the District Plan and is subject to a number of appeals. The District Wide Objectives and Policies are subject to one appeal from Transpower New Zealand Ltd in relation to policy 27.2.2.8. This policy seeks to manage activities within the National Grid Corridor and near to electricity distribution lines. The subject site is not located within the National Grid Corridor and no power lines extend over the site. As such, it is considered that policy 27.2.2.8 is not a relevant consideration for the current application and the appeal filed by Transpower (ENV-2018-CHC-114) does not have any bearing on the current application.

Wakatipu Basin Rural Amenity Zone

Rule 27.5.19 and part 27.6.1 as it relates to subdivision in the Wakatipu Basin Rural Amenity Zone has been appealed by a number of parties as part of Stage 2 of the District Plan Review. These appeals have been mediated where no agreement has been reached. Without draft or final consent orders in place it is considered that little weighting can be placed upon these rules and those contained in Part 15 of the ODP remain the dominant provision set for the assessment of the current application.



Summary

Limited (if any), weighting can be applied to Rule 27.5.19 as it relates to subdivision in the Wakatipu Basin Rural Amenity Zone and the ODP counterpart to this rule specifies there is no minimum allotment size. Therefore, the dominant provision is considered to be contained in ODP Parts 4 District Wide and 15 Subdivision for assessment of the current application.

1.3.5 National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

Irrespective of the Zoning the proposal does not seek to change any activities and the nature of the land use on each allotment does not change. The proposal does not include any earthworks or any physical alterations to the subject site(s). Therefore, NES is not relevant consideration for the current application.

Overall, the application is a **non-complying** activity.

1.3.6 Classes of Activities

There are a number of instruments listed on the computer freehold registers for the subject site but no consent notices. Council is not a party to any of these Land Covenants and it can be acknowledged that the applicant is aware of the obligations contained within each and the proposal is not considered to compromise any of these.

2.0 ASSESSMENT OF THE ACTIVITY'S EFFECTS ON THE ENVIRONMENT:

2.1 It is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:

It is considered that the proposal will not result in any significant adverse effect on the environment and the location proposed is considered appropriate.

2.2 An assessment of actual or potential effects on the environment of the proposed activity:

2.2.1 Existing Environment

Due to the nature of the proposal, there is not considered to be any relevant baseline for consideration of the current application.



2.2.2 Any physical effect on the locality, including any landscape and visual effects

Both of the proposed allotments are regular in shape and sufficiently large enough to accommodate the underlying land uses. As stated, the purpose of the proposed adjustment is to accommodate all historic building structures within the one certificate of title. Given the location of the driveway from Speargrass Flat Road to the existing residence on the upper slopes, an right-of-way easement has been created over part of proposed Lot 2. The proposal seeks to make this adjustment without any physical demarcation or noticeable change to the physical arrangement of existing structures, buildings, trees, lawn and garden spaces.

Based upon the above, any adverse effects in terms of any physical effect on the locality, including any landscape and visual effects will be nil to negligible.

2.2.3 Any effect on those in the neighbourhood and, where relevant, the wider community including any social, economic or cultural effects:

For the reasons set out in part 2.2.2 above, any adverse effects in terms of any effect on those in the neighbourhood and, where relevant, the wider community including any social, economic or cultural effects will be nil to negligible.

2.2.4 Any effect on ecosystems, including on plants or animals and any physical disturbance of habitats in the vicinity

For the reasons set out in part 2.2.2 above, any adverse effects in terms of any effect on ecosystems, including on plants or animals and any physical disturbance of habitats in the vicinity will be nil to negligible.

2.2.5 Any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual or cultural value, or other special value, for present or future generations:

There are a number of scheduled items listed in Attachment [C] which are contained within the subject sites. However, as stated, the purpose of the proposed adjustment is to accommodate all historic building structures within the one certificate of title. Given the location of the driveway from Speargrass Flat Road to the existing residence on the upper slopes, an right-of-way easement has been created over part of proposed Lot 2.

Aside of marking the relevant existing and proposed boundaries with wooden stakes for subdivision requirements, the proposal is without any physical demarcation or noticeable change to the physical arrangement of existing structures, buildings, trees, lawn and garden spaces.

For the above reasons, any adverse effects in terms of any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual or cultural value, or other special value, for present or future generations will be nil to negligible.



2.2.6 Any discharge of contaminants into the environment, including any unreasonable emission of noise and options for the treatment and disposal of contaminants.

The proposal does not include the discharge of contaminants into the environment.

2.2.7 Any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.

The subject site is recognised by the QLDC Hazard Register as being within an active alluvial fan area. However, as discussed in part 1.2, no physical works are proposed and the number of buildings on each allotment does not change. Therefore, the current application is not considered to exacerbate any natural hazards or compromise any mitigation measures put in place to minimise natural hazard risk.

2.3 If the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use:

Please see section 2.2.7 above.

2.4 If the activity includes the discharge of any contaminant, a description of...

- (a) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
- (b) any possible alternative methods of discharge, including into any other receiving environment

Please refer to section 2.2.6

2.5 A description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect.

Actual and potential adverse effects of the proposal have been considered in Part 2.2. Aside of the conditions contained in Attachment [E], no mitigation measures are considered necessary.

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

No persons are considered affected by the activity.

2.7 If the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved:

It is not expected that any monitoring will be required as part of this application.



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

There are no known customary rights that the site is subject to therefore this is not applicable to this application.

3.0 DISTRICT PLAN OBJECTIVES AND POLICIES ASSESSMENT

Based upon the weighting of District Plans in part 1.3.3, the dominant provision is considered to be contained in ODP Part 4 *District Wide* and Part 15 *Subdivision* for assessment of the current application:

3.1 Operative District Plan - District Wide – Part 4

Each relevant objective and policy from the *District Wide* Part 4 has been listed and assessed in Attachment [F1]. Due to the nature and scale of the proposal and location of the subject site within the Rural General Zone a majority of the objectives and policies of the District Wide chapter are not relevant. The proposal is considered to be consistent with relevant provisions as:

- The site does not contain any significant indigenous ecosystems, plants, animals or extensive areas of natural character;
- The proposal will not result in any noxious, dangerous, offensive or objectionable emissions to air;
- The subject site is zoned residential and not considered to be within an area where the visual amenity values are vulnerable to degradation.

3.2 Operative District Plan: Subdivision – Part 15

Each relevant objective and policy from the *Subdivision* Part 15 has been listed and assessed in Attachment [F2]. The proposal is considered to be consistent with relevant provisions as:

- Subject to conditions, the proposal will be consistent with the QLDC Subdivision Design Guidelines 2015;
- The cost of the provision of services will be met by the applicant in order to obtain completion certificates.
- The proposed size and shape of the proposed allotments are considered to directly align with the anticipated land uses;
- Actual and potential effects associated with the proposal have been considered in part 2 of this application document where it is concluded any effects in this regard are acceptable;



4.0 DISTRICT PLAN ASSESSMENT CRITERIA

4.1 Boundary Adjustments - Rural General Zone

The standards for lot sizes for allotments created by boundary adjustment in the Rural General Zone are:

- (i) Each of the existing lots must have a separate Certificate of Title.*
- (ii) Any approved residential building platform must be retained in its approved location; and*
- (iii) No new residential building platforms shall be identified and approved as part of the boundary adjustment; and*
- (iv) There must be no change in the number of residential building platforms or residential buildings per lot; and*
- (v) There must be no change in the number of non-residential buildings per lot; and*
- (vi) The adjusted boundaries must not create non-compliance with any Part 5 Rural General Zone site and zone standards;*
- (vii) No additional saleable lots shall be created.*

For the reasons set out in part 1.2 coupled with those contained in part 2.2, the proposal is considered to satisfy each of the matters listed (i) to (vii) above.

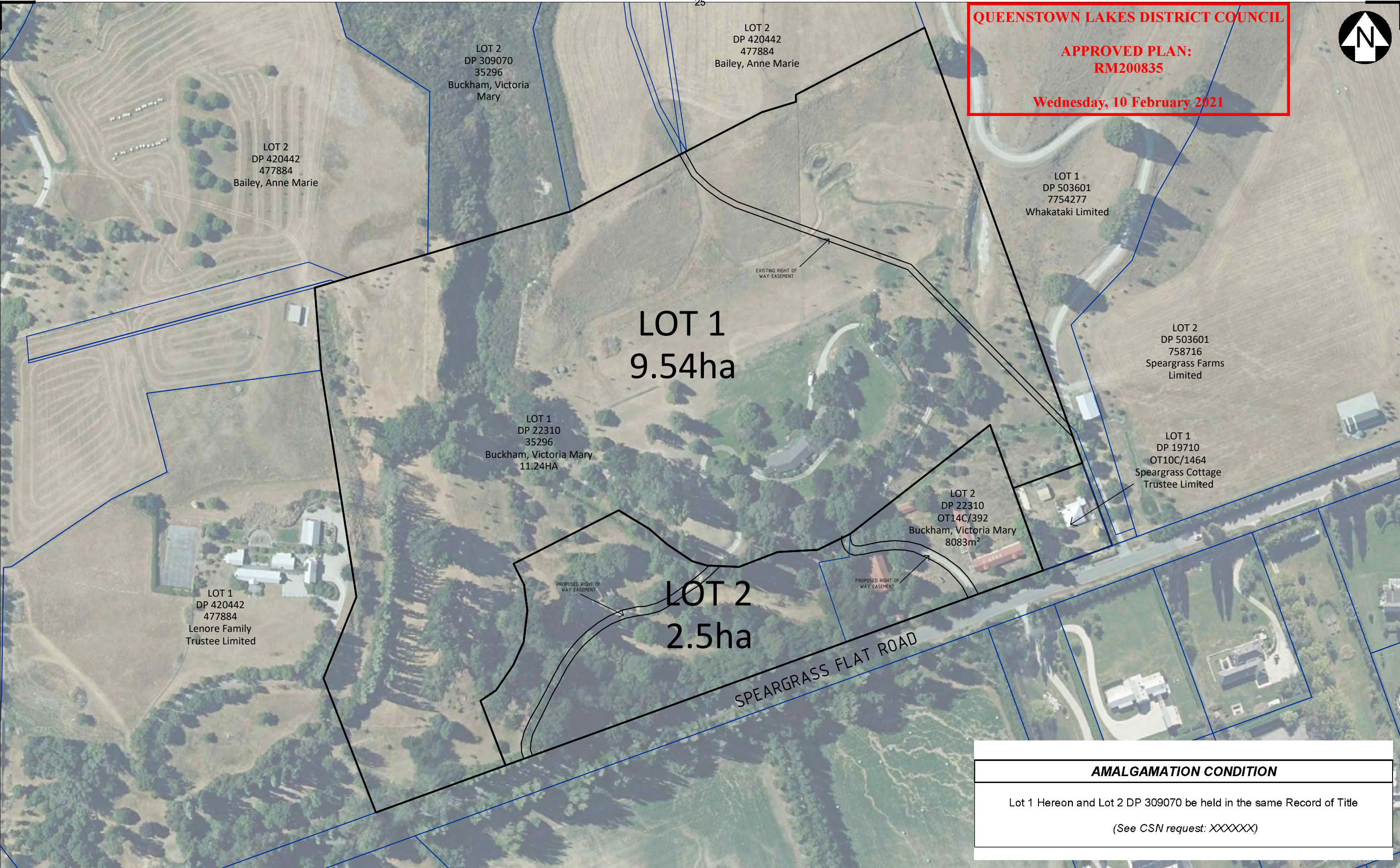
5.0 RESOURCE MANAGEMENT ACT 1991: PART 2

The proposal aligns with the requirements for Rural General subdivision. This development will promote sustainable management of natural and physical resources within the site, whilst ensuring that social, economic, and cultural well-being is provided for. The proposal will avoid, remedy and mitigate adverse effects of activities on the environment.

Overall, the proposal is in keeping with the purpose and principles of the RMA.

AEE prepared by Nick Geddes
CLARK FORTUNE MCDONALD & ASSOCIATES

29th September 2020



 <div>Clark Fortune McDonald & Associates Licensed Cadastral Surveyors - Land Development - Planning Consultants 309 Lower Shotover Road, P.O.Box 553 Queenstown Tel. (03)441-6044, Fax (03)442-1066, Email admin@cfma.co.nz Shop 2, Otago House, 475 Moray Place, P.O. Box 5960 Tel. (03)470-1582, Fax (03)470-1583, Email admin@cfma.co.nz</div>	Shotover Design Limited trading as		Rev.	Date	Revision Details	By	Client REVELL BUCKHAM				Surveyed	Date	Checked	Job No. 14619	Drawing No. Sheet 01
	A	21/10/20	Addition of right of way easements	SL	LOTS 1 AND 2 BEING A BOUNDARY ADJUSTMENT OF LOTS 1 AND 2 DP 22310				Drawn	Date	Checked	Scale	1:1000 @ A1 1:2000 @ A3	Rev. C	
	B	05/11/20	Boundary lines corrected	SL					SL	23/09/20					
	C	28/01/21	Additional right of ways removed	SL					Designed	Date	Checked	Datum & Level			
							Notes: All dimensions shown are in meters unless shown otherwise. Any person using Clark Fortune McDonald drawings and other data accepts the risk of: - Using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy versions. - Ensuring the information is the most recent issue. - Copyright on this drawing is reserved.				NZGD2000 / MSL				

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