

APPLICATION AS NOTIFIED

**Waka Kotahi NZ Transport Agency
(RM221060)**

QUEENSTOWN LAKES DISTRICT COUNCIL

SERVICE OF NOTICE OF LIMITED NOTIFICATION

Service of Notice for Limited Notification of a Notice of Requirement under Section 181(1) of the Resource Management Act 1991.

The Queenstown Lakes District Council has received a Notice of Requirement for an alteration of Designation Reference No. 84. from:

Waka Kotahi NZ Transport Agency

What is proposed:

A Notice of Requirement has been received from Waka Kotahi NZ Transport Agency to alter existing Designation Reference Number 84 (Ref. No. 84) as shown in the Queenstown Lakes Operative and Proposed District Plans, for *State Highway Purposes*.

The following land adjoining the current intersection to the State highway (SH) 6 designation is required in order to undertake the upgrading of the SH6/Howards Drive intersection:

Site	Area (ha)
18 First Avenue	0.474
465 Frankton – Ladies Mile Highway	0.006
516 Frankton – Ladies Mile Highway	0.414
Howards Drive (Road)	0.529
Frankton - Ladies Mile Highway (Road)	0.061
Frankton - Ladies Mile Highway (land, no address)	0.141

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

State Highway 6, Frankton-Ladies Mile Highway, Howards Drive.

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

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM221060 as the reference <https://edocs.qldc.govt.nz/Account/Login>

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

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

The Council planner processing this application on behalf of the Council is Mary McConnell, who may be contacted by phone at 021 721 623 or e-mail at mary.mcconnell@qldc.govt.nz.

Any person who is directly notified may make a submission on the notice of requirement, 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:

13th March 2023

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 21. 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, C/O Shane Roberts, as soon as reasonably practicable after serving your submission to Council:

Shane Roberts - Ka Huanui a Tahuna
Private Bag 1913
Dunedin 9054

Or via email: shane.l.roberts@wsp.com

QUEENSTOWN LAKES DISTRICT COUNCIL



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

Date of Notification: 12th April 2023

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: **Waka Kotahi NZ Transport Agency**

(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust: **Richard Shaw**

*Postal Address: **Waka Kotahi NZ Transport Agency, PO Box 1478, Christchurch**

*Post code:
8140

*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: **richard.shaw@nzta.govt.nz**

*Phone Numbers: Day **03 964 2809**

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: **Shane Roberts - Ka Huanui a Tahuna**

*Phone Numbers: Day **0272371168**

Mobile:

*Email Address: **shane.l.roberts@wsp.com**

*Postal Address: **Private Bag 1913, Dunedin**

*Postcode:
9054



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: **Shane Roberts**

*Postal Address: **Private Bag 1913, Dunedin**

*Post code:
9054

*Please provide an email AND full postal address.

*Email: **shane.l.roberts@wsp.com**



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

Owner Name: Multiple - refer to NOR

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:

SH6 / Howards Drive Intersection, Ladies Mile

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

Sections 43 & 44 Block III Shotover Survey District

Lot 1 DP 531988

Lot 4 DP 22156

Lot 1 DP536321

Lot 1 DP12822

Road

District Plan Zone(s): Rural Lifestyle, Rural



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

State Highway - traffic hazard



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:

Alana Standish



CONSENT(S) APPLIED FOR // * Identify all consents sought // ALSO FILL IN OTHER CONSENTS SECTION BELOW

~~Land use consent~~ Notice of Requirement

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

Land use consent includes Earthworks



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: Alter the existing State Highway designation to facilitate intersection improvements



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

Yes

No

We are requesting limited notification

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

<https://environment.govt.nz/publications/national-environmental-standard-for-assessing-and-managing-contaminants-in-soil-to-protect-human-health-information-for-landowners-and-developers/>

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

Do you need any consent(s) from Otago Regional Council?

Yes

N/A

If Yes have you applied for it?

Yes

No

If Yes supply ORC Consent Reference(s)

If ORC Earthworks Consent is required would you like a joint site visit ?

Yes

No



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.



FEEES 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 details in the invoicing section are 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)

Invoice for initial fee requested and payment to follow

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

*Reference RMWAKAK

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

\$4300 - Alteration of Designation

(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 11/15/22

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 / Agent whose details are in the invoicing section 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.



PLEASE TICK

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 true and accurate.



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

Full name of person lodging this form **Richard Shaw**

Firm/Company **Waka Kotahi**

Dated **29 November 2022**

**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 Roading)

[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	



**NZUP SH6/Howards Drive NoR
Assessment of Effects on the Environment**

This report has been prepared on behalf of Waka Kotahi NZ Transport Agency. No liability is accepted by this company or any employee or sub-consultant of this company with respect to its use by any other person.

This disclaimer shall apply notwithstanding that the report may be made available to other persons for an application for permission or approval or to fulfil a legal requirement.

Quality Assurance Statement


Project Manager: Simon Underwood

Prepared by: Shane Roberts

Reviewed by: Helen Dempster, Richard Shaw

Approved for issue by: Jenni Fitzgerald

Revision Schedule

Rev. No	Date	Description	Prepared by	Reviewed by	Approved by
1	27/04/2022	Final for lodgement	Loek Driesen	Helen Dempster, Richard Shaw	

Waka Kotahi NZ Transport Agency

Contents

1	Introduction	1
1.1	Purpose and Scope of this AEE Report	1
1.2	Structure of this Report.....	1
2	Reasons for the Project	2
2.1	Project Objectives	2
2.2	Need for the Project.....	2
2.2.1	Background	2
2.2.2	Problem	4
2.2.3	Potential impacts of problem.....	4
2.3	Need for the Designation Alteration	4
2.3.1	Solution	4
3	Statutory Approvals Required under the RMA.....	5
3.1	Notice of Requirement	5
3.2	Resource Consents	5
4	Existing Environment	7
4.1	Location	7
4.2	Existing Transport Network.....	7
4.3	Land Use/Surrounding Area	7
4.4	Landscape	9
4.5	Geology.....	10
4.6	Ecology.....	10
4.7	Archaeology and Heritage	10
4.8	Cultural Values	10
4.9	Social and Community	10
4.10	Infrastructure	10
5	Project Description.....	11
5.1	Overview	11
5.2	Property Access	11
5.3	Construction.....	12
5.4	Lighting.....	12

5.5	Earthworks	12
5.6	Stormwater Management	12
5.7	Watercourses	12
6	Consideration of Alternatives	13
7	Consultation	14
7.1	Business Case Stage.....	14
7.2	Land Acquisition and Early Design Stage	14
7.3	Ongoing Consultation.....	14
8	Assessment of Effects	15
8.1	Overview	15
8.2	Mitigation Measures.....	15
8.3	Positive Effects.....	15
8.4	Construction Traffic.....	15
8.5	Dust Effects	16
8.6	Landscape and Visual Effects	17
8.7	Effects on Future Land Use.....	19
8.8	Lighting.....	19
8.9	Noise and Vibration	19
8.10	Terrestrial Ecology	19
8.11	Cultural Values	20
8.12	Archaeological and Heritage Values.....	20
8.13	Infrastructure	21
8.14	Summary of Effects	21
9	Statutory Assessment.....	22
9.1	Notice of Requirement	22
9.1.1	Section 181 RMA.....	22
9.1.2	Notification Assessment.....	22
9.1.3	Section 149ZCB – Determining Public Notification.....	22
9.1.4	Section 149ZCC – Determining Limited Notification	23
9.1.5	Section 171 Resource Management Act 1991	24
9.1.6	National Policy Statements	25
9.1.7	National Environmental Standards	25
9.1.8	Other Regulations	25
9.1.9	Queenstown Lakes District Plans – Operative and Proposed	26
9.1.10	Regional Policy Statements	26
9.1.11	Regional Plans.....	26
9.2	Other Statutory Approvals Required	26
9.3	RMA Part 2.....	26

9.3.1	Section 6.....	26
9.3.2	Section 7.....	27
9.3.3	Section 8.....	27
9.3.4	Section 5.....	28
10	Summary.....	29

Appendix 1 Current Designation Conditions

Appendix 2 Designation Plan

Appendix 3 Objectives and Policies Assessment

Appendix 4 Technical Reports

Road Traffic Noise and Construction Noise and Vibration Assessment

Arborist Report

Appendix 5 Records of Title

1 Introduction

Waka Kotahi NZ Transport Agency (Waka Kotahi) is a Crown entity with its objective, functions, powers and responsibilities set out in the Land Transport Management Act 2003 and the Government Rounding Powers Act 1989. Waka Kotahi is also a requiring authority under s.167(3) of the Resource Management Act (RMA).

Our purpose is creating transport solutions for a thriving New Zealand. Waka Kotahi shapes New Zealand's transport networks and people's safe and efficient use of them. Waka Kotahi connects families, help businesses take goods to market, and help others work, study and play.

An integrated approach to transport planning, funding and delivery is taken by Waka Kotahi. This includes investment in public transport, walking and cycling, local roads and the construction and operation of State Highways. Waka Kotahi exhibits a sense of social and environmental responsibility when undertaking this work.

The legal name for Waka Kotahi is the New Zealand Transport Agency. The corporate name Waka Kotahi is used throughout this AEE.

1.1 Purpose and Scope of this AEE Report

This Assessment of Effects on the Environment (AEE) report and supporting documentation have been prepared in support of the Notice of Requirement (NoR) for the designation alteration which would authorise, under the RMA, the construction, operation and maintenance of the Project.

This AEE report includes a comprehensive and integrated assessment of environmental effects, which addresses all aspects relevant to the consideration and determination of the NoR.

1.2 Structure of this Report

The documentation required for the NoR is contained in:

- Volume A: AEE Report and Technical Appendices
- Volume B: Plans and Drawings

This AEE report, in conjunction with plans and technical reports, has been prepared in support of the NoR for the Project. It provides the following:

- Project background and reasons for the project
- A description of the existing environment
- An assessment of the alternatives that have been considered
- A description of the consultation and engagement undertaken through the development of the Project and the identification of persons affected by the Project
- A description of both the construction and operation of the Project
- An assessment of any actual or potential effects on the environment that may result through the construction, operation and maintenance of the Project (including proposed measures to mitigate adverse effects)
- An assessment of the statutory matters to be considered in respect of the Project.

2 Reasons for the Project

2.1 Project Objectives

The primary objective of the Project is to enable the upgrading of the State Highway 6 (SH6)/Howards Drive intersection to improve public transport connections, safety and to accommodate growing traffic volumes on SH6 and Howards Drive.

2.2 Need for the Project

The growth of Lakes Hayes Estate and increasing highway traffic volumes are compounding issues with public transport connections, traffic safety, traffic congestion and delays on the SH6 Ladies Mile Corridor.

This project will help to achieve the objectives of the New Zealand Upgrade Programme Queenstown Package (NZUP). NZUP aims to reduce reliance on private vehicles and provide other modes of transport including active modes and improved public transport. These measures will support people in choosing different ways to travel that are both healthier and better for our environment.

NZUP is underpinned by the Queenstown Transport Business Case (QTBC) and seeks to upgrade the SH6/Howards Drive intersection (the Project).

2.2.1 Background

The Project is part of a larger package of works called the New Zealand Upgrade Programme Queenstown Package (NZUP). NZUP is a committed programme of works which includes projects on four highway corridors in the Wakatipu Basin, refer to Figure 1 below.

It should also be noted the concept of upgrading the intersection was first developed as part of Queenstown Lakes District Council's (QLDC) Housing Infrastructure Funding application for the development of the north side of the Ladies Mile highway to provide safe and efficient access to existing and future development.



Figure 1: New Zealand Upgrade Programme Queenstown Package - Corridors

2.2.2 Problem

As identified above, there is an issue with traffic congestion and delays on SH6, including at the SH6/Howards Drive intersection. Upgrading of the intersection has been identified as a solution (as part of the wider NZUP programme of works). Currently the existing designated highway corridor at SH6/Howards Drive does not provide sufficient space to upgrade the intersection.

2.2.3 Potential impacts of problem

As identified above, the intersection is required to be upgraded to reduce current issues, and in particular:

- Issues with public transport connections
- Traffic safety effects, crashes
- Traffic congestion and delays
- Issues with connectivity to existing land uses and future development

2.3 Need for the Designation Alteration

Part VIII of the RMA allows for requiring authorities to request land be designated in District Plans for projects and works for which the Requiring Authority has financial responsibility. Waka Kotahi is a Requiring Authority and has financial responsibility for the designation and the works proposed.

The designation alteration is considered both reasonably necessary and to be the preferred planning mechanism for the Project. Over the long term, a designation provides greater certainty and flexibility than a resource consent. This certainty is important as Waka Kotahi is making a long-term commitment to this Project, which will result in some permanent land use changes. A resource consent would result in less certainty for Waka Kotahi and the community in terms of process and outcome, and there is less scope for changes to design detail once approved.

2.3.1 Solution

To create sufficient space for upgrading of the SH6/Howards Drive intersection Waka Kotahi is giving notice of a requirement to add areas of land adjoining the current intersection to the SH 6 designation.

3 Statutory Approvals Required under the RMA

The RMA outlines a number of relevant considerations for the determination of a NoR. In this section the key statutory matters under the RMA and their relevance to the Project are set out being:

- Notices of requirement for designations and outline plans (Part 8 RMA)

The assessment of the Project in relation to these matters is provided in Section 9 of this report.

3.1 Notice of Requirement

Waka Kotahi has requiring authority status and is proposing to alter the designation for the Project as part of undertaking their legislative functions.

The prescribed form for a NoR is set out in Form 18 of the Resource Management (Forms, Fees, and Procedure) Regulations 2003. The NoR for the Project has been prepared in accordance with these regulations.

Section 176A provides that an outline plan must be submitted to a territorial authority before commencing construction of a project or work under a designation unless certain circumstances apply (which are not relevant to the Project). An outline plan will be lodged with QLDC following the confirmation of the designation alteration, and subsequent detailed design.

3.2 Resource Consents

The Pet Lodge site (Lot 1 DP 12822, refer to section 4.3 for location) is listed as a (partially) contaminated site on the Otago Regional Council HAIL GIS map. The piece of land on the Pet Lodge site which is to be added to the designation will serve to protect sight lines to an upgraded intersection. No disturbance of the soil on this land beyond the permitted activity thresholds is anticipated and hence a land use consent pursuant to the Resource Management (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) Regulations 2011 is not required. In the (unlikely) eventuality this changed, this would be identified at the time of detailed design and addressed concurrently to the Outline Plan process.

At the time of writing this NoR a detailed design of drainage from an upgraded intersection has not been completed and the actual and potential effects of the upgrading works in regards of stormwater drainage are not confirmed yet. However, it is anticipated that drainage will be via soakage to ground and comply with the permitted activity criteria of Rule 12.B.1.9 (below) of the Regional Plan Water. Hence no discharge permit is expected to be required for this development.

12.B.1.9 The discharge of stormwater from any road not connected to a reticulated stormwater system to water, or onto or into land, is a permitted activity, providing:

(a) The discharge does not cause flooding of any other person's property, erosion, land instability, sedimentation or property damage; and

(b) Where the road is subject to works, provision is made for the interception of any contaminant to avoid, after reasonable mixing, the following effects in the receiving water:

(i) The production of any conspicuous oil or grease films, scums or foams, or floatable or suspended materials; or

(ii) Any conspicuous change in the colour or visual clarity; or

(iii) Any emission of objectionable odour; or

(iv) The rendering of fresh water unsuitable for consumption by farm animals; or

(v) Any significant adverse effects on aquatic life.

Similarly to the above, a detailed earthworks plan to upgrade the intersection is not available and the actual and potential effects of the upgrading works in regard to dust emission is not confirmed yet. However, it is anticipated that with the implementation of an Erosion, Sediment and Dust Control Management Plan (ESDCMP) dust can be effectively managed and comply with the permitted activity criteria of Rule 16.3.13.1 (below) of the Regional Plan Air. Hence no discharge permit is expected to be required for this development.

(2) Building and construction activities, including road construction and maintenance, but excluding the remediation of asphalt surfaces (seal burning);...

is a permitted activity, providing any discharge of smoke, odour, particulate matter or gas is not noxious, dangerous, offensive or objectionable at or beyond the boundary of the property.

In summary, on the basis of the available information no resource consents are required for this stage of the project.

4 Existing Environment

4.1 Location

The SH6 Frankton-Ladies Mile Highway runs east to west with the SH6/Howards Drive intersection midway between the Shotover River and Lake Hayes. The SH6/Howards Drive intersection is approximately 780m east of the Stalker Road (Shotover Country) roundabout. See Figure 2 below.



Figure 2: Location of SH6/Howards Drive (green dot) and surrounding area.

4.2 Existing Transport Network

The existing transport network in the vicinity of the site is as follows. SH6 at the Howards Drive intersection is a dual carriageway arterial road with a left turn lane and right turn bay. Howards Drive is a dual carriage way local road. The SH6/Howards Drive intersection is a give-way controlled intersection. The posted speed limit on this section of SH6 is 100km/h. The posted speed limit on Howards Drive is 40km/h.

SH6 is designated in the Queenstown Lakes District Plan (QLDP). The designation reference in the Operative District Plan is D84. In the Proposed District Plan the highway designation is referred to as "Road". SH6 Ladies Mile is also a Limited Access Road, which means it has a special status under the Government Rounding Powers Act 1989. The current designation is included in Appendix 1.

4.3 Land Use/Surrounding Area

The land surrounding the existing SH6/Howards Drive intersection is zoned under the QLDP. There are currently two District Plans, the Operative and Proposed District Plan. For ease of reference the site has been grouped in 4 quadrants to describe the immediately adjacent zoning, refer Figures 3 and 4 below.

Operative District Plan

In the Operative District Plan both SH6 and Howards Drive are zoned Road, refer Figure 3 below. The zoning in quadrants 1, 2 and 4 is Rural General. Quadrant 3 is zoned Shotover Country Special Zone. A paper road is shown between quadrants 1 and 2.



Figure 3: Queenstown Lakes Operative District Plan Zoning - Quadrants 1-4

Proposed District Plan

In the Proposed District Plan both SH6 and Howards Drive are zoned Road, refer Figure 4 below. The zoning in quadrants 1 and 2 is Rural Lifestyle. Quadrant 3 is zoned Rural and has a Lake Hayes Estate & Shotover Country overlay. Quadrant 4 is zoned Rural Lifestyle with a narrow strip of land along Howards Drive being zoned Rural.

A Building Restriction Area extends 75m from the highway boundary in quadrants 1, 2 and 4 (blue hatch). A paper road is shown between quadrants 1 and 2.

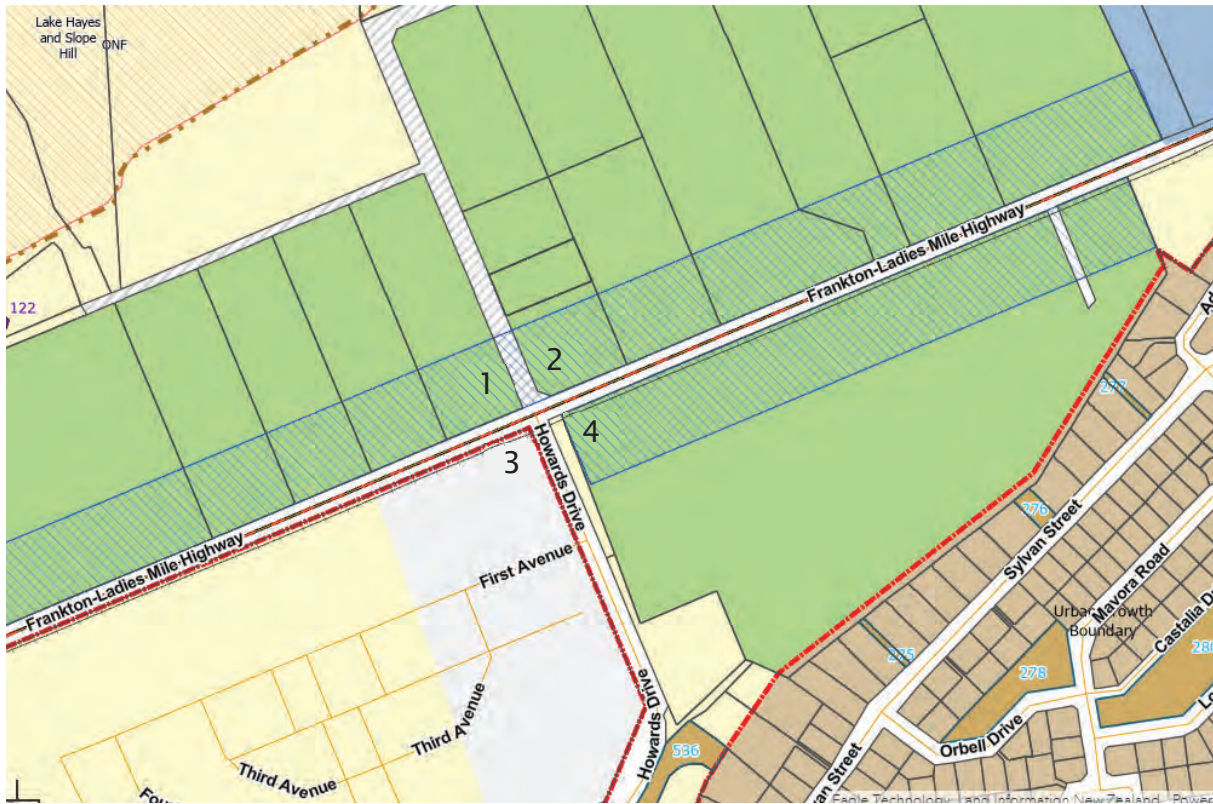


Figure 4: Queenstown Lakes Proposed District Plan Zoning - Quadrants 1-4

The land in quadrant 1 is currently used as farmland. The land in quadrant 2 has roadside screening vegetation and is owned by the Ladies Mile Pet Lodge. The land in quadrant 3 contains trees and is grassed, it is owned by the Arvida Queenstown Country Club. The land in quadrant 4 is in pasture and owned by Queenstown Lakes District Council.

4.4 Landscape

The broader landscape context of the Project is a highly modified rural residential landscape with roads, shelterbelts, and significant residential development on the south side of SH6. There are no outstanding landscape features close to the project area.

4.5 Geology

The geological map of the local area shows Holocene river deposits (gravel) in the area of the SH6/Howards Drive intersection (GNS Science New Zealand Geology Web Map¹).

The QLDC GIS natural hazards layer shows that the intersection area has ground predominantly underlain by rock or firm sediments.

4.6 Ecology

No specific ecological values of significance are identified on the QLDP planning maps in the area of the intersection. The site and surrounding area is dominated by exotic pastures and vegetation. The existing SH6 corridor through the site is subject to routine mowing.

4.7 Archaeology and Heritage

There are no historic heritage features showing on the QLDP planning maps in the area surrounding the intersection.

4.8 Cultural Values

The QLDP planning maps do not indicate that the intersection area holds any specific cultural values. The nearest Wāhi Tupuna areas are the Shotover (Kimiakau) and Kawarau Rivers at a distance of approximately 1.5km.

4.9 Social and Community

The intersection is a vital piece of infrastructure for local residents and businesses as it connects them with the surrounding towns, including Frankton and Queenstown and enables their social and economic wellbeing. The QLDC site (quadrant 4 on Figures 3 and 4) is currently being used by the public for dog walking.

4.10 Infrastructure

There are a number of infrastructure services present at the intersection. Refer to section 8.12 for further information.

¹ <https://data.gns.cri.nz/geology/>

5 Project Description

5.1 Overview

The Project seeks to enable the upgrading of the SH6/Howards Drive intersection to improve public transport connections, safety and to accommodate growing traffic volumes on SH6 and Howards Drive. An extract of the designation plan is shown in Figure 5.



Figure 5: Extract from designation plan.

5.2 Property Access

The Pet Lodge (Lot 1 DP 12822) has an existing access from the highway at CP29. The works do not require its closure or prevent its use.

However, through the works a safer option will be enabled via an initial, access-only fourth leg to the intersection.

Ultimately, in the event that a fourth road leg is established (by others and this does not form part of this NOR), the Pet Lodge would continue to access the intersection via this fourth leg.

Crossing place 28 will remain as is.

Crossing places 11a, 13a and 15a (13a and 15a are outside the extent of Figure 5) will be cancelled under the provisions of the Government Roding Powers Act (1989) and the Queenstown Country Club has been notified.

5.3 Construction

This Notice of Requirement is to add land to the highway designation to increase the footprint of the designation to enable future upgrading. An Outline Plan with detailed design plans will be lodged prior to construction.

Although a detailed construction methodology is not available at the time of writing this report, the anticipated steps for construction of an upgraded intersection are:

- Establishing on site, including health & safety, traffic management, and erosion, dust and sediment controls.
- Underground power and re-route other services if required.
- Remove/relocate trees and other site clearance
- Prepare ground for road formation, including stripping and building of pavement layers.
- Construct raised islands, cycle connections.
- Implement landscaping, signage and lighting.
- Defects and landscaping maintenance period.

5.4 Lighting

The current intersection has existing lighting in the form of two light poles.

A lighting design will be completed in accordance with the relevant standards and will be included as part of an Outline Plan.

5.5 Earthworks

An earthworks design will be completed and included as part of an Outline Plan.

5.6 Stormwater Management

A stormwater design will be completed in accordance with the NZTA Stormwater Treatment Standard for State Highway Infrastructure and will be included as part of an Outline Plan.

5.7 Watercourses

There are no watercourses in proximity to the intersection.

6 Consideration of Alternatives

The SH6/Howards Drive intersection has been identified in the QTBC as a constraint to public transport connectivity and an opportunity to improve road safety and efficiency. Improvement to the intersection is the preferred course of action for Waka Kotahi to achieve the objectives of improving public transport connections, safety, and to accommodate growing traffic volumes on SH6 and Howards Drive.

Intersection upgrading was assessed under the QTBC which found that public transport priority could be integrated into the roundabout design while also achieving safety and efficiency outcomes for other users. The intersection upgrade proposal has been evaluated in terms of engineering, economic and environmental aspects and has been considered along with feedback from consultation as part of the QTBC.

An alternative to a roundabout could be a conventional 3 or 4-arm signalised intersection which is not appropriate at this time particularly due to the peri-urban nature of the site where there is very little pedestrian or cycle crossing demand. Should the context of the site change over time, the extent of the alteration to designation as lodged has been tested as being capable of accommodating a future conversion to a conventional signalised intersection.

The do-nothing option would exacerbate existing safety and efficiency issues.

The proposal is considered to be the best practicable option to achieve the objectives of the requiring authority.

7 Consultation

7.1 Business Case Stage

In January 2019 and June 2020 the community was consulted as part of the Frankton to Queenstown Business Case.

During this process the owners of the Pet Lodge, were consulted in July 2020.

The Queenstown Country Club was consulted earlier, in 2018.

7.2 Land Acquisition and Early Design Stage

Following the Business Case Waka Kotahi has continued to engage with the owners of the following land:

- The Pet Lodge, Lot 1 DP 12822, 465 Frankton-Ladies Mile Highway, Lake Hayes.
- Sections 42, 43 and 44 Block III Shotover SD.
- Queenstown Lakes District Council, Lot 1 DP 536321 and Lot 4 DP 22156, 516 Frankton-Ladies Mile Highway, Lake Hayes.
- Queenstown Country Club Village Limited, Lot 1 DP 531988.

Waka Kotahi has not yet reached agreement with all the landowners regarding temporary and permanent use of their land. In this case, the NOR may require limited notification, providing the landowners with an opportunity to participate in the statutory process under the RMA.

7.3 Ongoing Consultation

As part of the NZUP Queenstown Package ongoing consultation and public engagement is occurring with the public regarding the various parts of the project. In addition, regular consultation is happening with stakeholder groups including (but not limited to) the Māna Whenua Liaison Group (MLG) which includes Aukaha representing the various local iwi, the Frankton Community Association, Utility Service Providers, QLDC Parks and Reserves and QLDC Transportation, and Way to Go (including ORC).

8 Assessment of Effects

8.1 Overview

This section describes the effects of the intersection upgrading works in those areas that are to be added to the SH6 designation. While reading this section it should be taken into account that the detailed design for the intersection upgrade is not available at the time of writing this report. The design detail will be provided in a subsequent Outline Plan.

The actual or potential effects of the Project are considered to be as follows:

- Positive effects
- Construction Traffic
- Dust Effects
- Landscape and Visual Effects
- Lighting
- Noise and vibration
- Terrestrial Ecology
- Cultural Values
- Archaeology and Heritage
- Infrastructure

8.2 Mitigation Measures

The Assessment of Effects below identifies actual and potential adverse effects that might arise as a result of the project. Mitigation measures are identified in each section below.

Notwithstanding the above, a Construction and Environmental Management Plan (CEMP), in accordance with the Waka Kotahi contract requirements, is proposed to provide the overall environmental management framework and approach. The plan will contain a series of sub-plans to address activity specific matters.

8.3 Positive Effects

The project is expected to have a number of positive effects on the State Highway network and the wider community.

- Enable public transport connectivity;
- Improve safety for different traffic modes using the intersection;
- Increased traffic volume capacity minimising traffic congestion and delays, future proofing highway infrastructure for projected growth; and
- Improved connectivity to areas accessible from Howards Drive. It is noted that the current design does not preclude a future connection to the north of the intersection.

8.4 Construction Traffic

The contractor will be required to implement suitable traffic management during construction in accordance with Waka Kotahi requirements. The available space within the increased designation footprint is expected to

accommodate continued traffic flows while parts of the upgraded intersection are constructed. When closures of SH6 are required for construction purposes these will be managed in accordance with the Code of Practice for Temporary Traffic Management.

The contractor will develop and implement a Temporary Traffic Management Plan which will ensure that any potential traffic safety issues and delays are appropriately managed.

8.5 Dust Effects

The intersection upgrade works will have the potential to generate dust. However, most of the intersection area is currently sealed or vegetated and hence the risk for dust generation will not exist until parts of the area are stripped before resurfacing. As the area will be under traffic management which will aim to maintain traffic flows as much as possible it is anticipated that any stripping and resurfacing will be staged, mitigating dust generation.

It is considered that any potential dust effects can be effectively mitigated by procedures such as regularly watering exposed surfaces. Such procedures would be described in an Erosion, Sediment and Dust Control Management Plan (ESDCMP) which is to be prepared as part of the CEMP.

With the implementation of an ESDCMP, the effect of dust emissions on the local environment will be less than minor.

8.6 Landscape and Visual Effects

The pieces of land that are to be added to the highway designation do not encompass any specific protected landscape features noted in the QLDP. Currently the landscaping along the northern highway frontage in the vicinity of the intersection consists of various tree species and a Hawthorne hedge. Along the southern highway frontage there is a grassed swale and wide grass strip with ornamental trees and a shared path (along the Country Club frontage). Refer to Photo 1.



Photo 1: SH6 Ladies Mile Highway berm, south side, looking towards Frankton from Howards Drive (behind).

The arborist report by New Zealand Tree Care Ltd (Appendix 4) recommends which of the existing trees along the southern highway frontage within the project footprint are to be either retained, removed, transplanted or replaced. The arborist report states: "All trees to be removed will be replaced, locations are yet to be determine[d]" (sic). On this basis the overall number of trees in the wider area is expected to remain similar.

It is worth noting that the trees which are recommended to be removed could be done so without the need for an Outline Plan. The implementation of the arborist report recommendations will be confirmed through the Outline Plan (including landscape plan).

A render of what the future intersection and highway landscaping may look like is shown in Figure 6 below.

Based on the information above it is considered there are no specific values associated with the existing landscaping in the project area. An Outline Plan following this Notice of Requirement will describe changes in landscaping of the areas to be added to the designation. The changes include altering the linear alignment of trees to a configuration that follows the shape of the upgraded intersection and adding vegetation to the raised islands on its approaches. Overall, these changes are expected to result in less than minor adverse effects on landscaping and visual appearance. The upgraded intersection would be an anticipated visual feature in the context of an existing state highway corridor and will maintain and enhance the gateway to Frankton/Queenstown.



Figure 6: Graphic render of SH6/Howards Drive roundabout (indicative only)

8.7 Effects on Future Land Use

Council have been undertaking a master planning exercise with respect of the land to the north of SH6 Ladies Mile highway. A revised Te Pūtahi Ladies Mile Masterplan has been adopted by Council on 30 June 2022. Furthermore, Council approved notification of a proposed variation to the Proposed District Plan. Formal consultation on the draft Planning Provisions will occur later in 2022.

The proposed designation alteration includes the land necessary for the State Highway to service the land to the north (i.e. it does not preclude a future 4th leg of the intersection).

The proposed designation alteration also does not preclude further walking and cycling linkages between land on either side of the State Highway, for example an underpass or overbridge.

8.8 Lighting

The requirement for lighting will be reviewed as part of the detailed design process and Waka Kotahi standards as well as the QLDC Southern Light - Lighting Strategy 2017 will be applied. The lighting detail will be provided as part of the Outline Plan.

8.9 Noise and Vibration

In the Preliminary Technical Assessment Report: Road Traffic Noise, Construction Noise and Vibration (Appendix 4) modelling shows there is no significant difference between the predicted road traffic noise levels of the existing intersection compared to those of an upgraded intersection (roundabout). The new roundabout may possibly be slightly quieter than the current intersection, the main reason for this being the proposed use of an asphalt road surface for the roundabout which will reduce noise levels compared to the existing chip seal surface. Further, the report recommends that no further mitigation is required for road traffic noise.

Regarding construction noise, the report notes that there is potential for adverse noise effects on surrounding parties in some situations. However, these effects can be managed via a site-specific Noise Management Plan and the positioning of the construction staging area as part of the CEMP.

The risk is low for vibration levels to cause concern as the potential receptors are at distances greater than 20 metres from construction activity and can be managed through communication strategies.

Ongoing effects from noise and vibration in the proposed designation alteration areas will be less than minor. Construction noise effects in the proposed designation alteration areas are expected to be less than minor with the application of the proposed mitigation measures.

8.10 Terrestrial Ecology

Refer to section 4.6 and section 8.6. There are no significant ecological values identified on the QLDP planning maps for the project area and the total quantity of trees in the area will remain similar. Hence any effects on flora are expected to be less than minor.

For the reasons noted above there will be no overall reduction of habitat for birdlife and effects on fauna are expected to be less than minor.

Overall, any potential effects on ecology from work in the proposed designation alteration areas are expected to be less than minor.

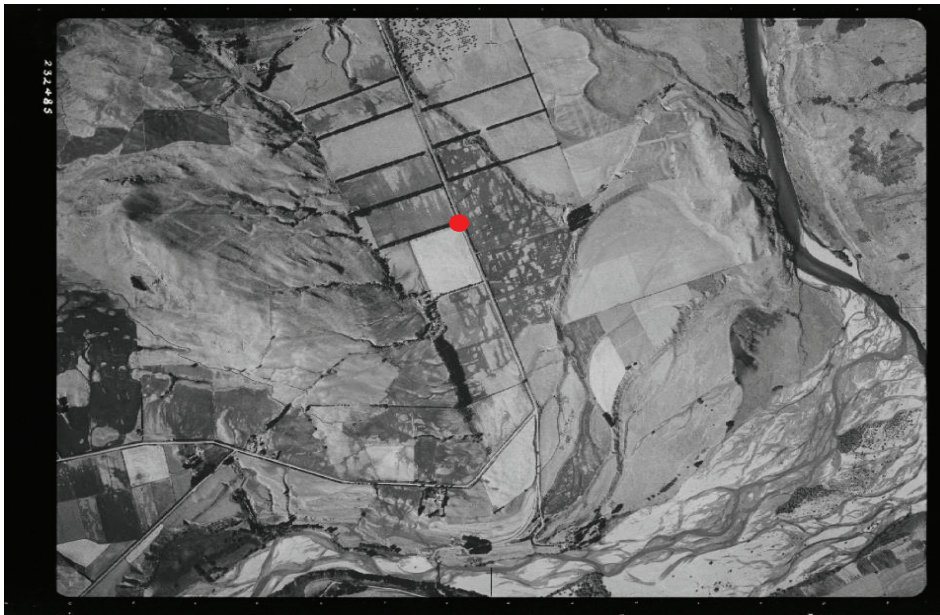
8.11 Cultural Values

As noted in section 7.3 consultation with the Māna Whenua Liaison Group is occurring on a monthly basis. The graphic render in Figure 6 has been shared with this group. No issues have been raised by the group and no specific cultural values are highlighted in the QLDP for the project area. Hence no adverse effects are anticipated on cultural values from work in the proposed designation alteration areas. Ongoing engagement with this group will continue as the project progresses to detailed design.

8.12 Archaeological and Heritage Values

Historic imagery available on the QLDC online Map Navigator shows that the project area was farmed in 1956 and the state highway was on the same alignment as it is currently (refer Figure 7). It is anticipated that through farming practices and construction of the highway the land near the intersection has been disturbed previously. There are no specific heritage values identified in the area on the QLDP maps. Despite the above there may be a low potential for unrecorded archaeological features to be present.

To mitigate any remaining potential effects in this regard future works are recommended to be completed under the Waka Kotahi Accidental Discovery Protocol². On this basis, effects on archaeological and heritage values from work in the proposed designation alteration areas are expected to be less than minor.



©Sourced from <http://retrolens.nz> and licensed by LINZ CC-BY 3.0

Figure 7: LGG National Historic Imagery March 22, 1956, location of intersection indicated by red dot (QLDC Online Historic Imagery tool)

² Minimum Standard P45 - Accidental Archaeological Discovery Specification -

8.13 Infrastructure

There are a variety of infrastructure services present at the intersection, including:

- Gas
- Electricity - overhead, underground
- Telecommunications
- An easement to convey water on the southern side of the intersection held by the Arrow Irrigation Company Limited.
- Wastewater connection

Regular meetings with utility operators are taking place to ensure there is awareness of the intention to upgrade the intersection and to address any technical issues that need to be resolved to maintain the services in this area.

It is anticipated that some of the existing overhead power lines will be undergrounded where the footprint of the roundabout affects the current alignment. However, this is an anticipated development in the context of utilities in the highway with no effects outside the designation footprint.

The Project itself does not generate a need for services, except electricity for lighting. Overall, any effects on infrastructure will be minimal.

8.14 Summary of Effects

The effects assessment shows that there will a number of positive effects from the Project.

It is considered that the construction effects from work in the proposed designation alteration areas will be mitigated by a Construction and Environmental Management Plan (CEMP) and that the ongoing effects of the upgraded intersection from the new parts of the highway designation will be less than minor with the aforementioned mitigation in place.

9 Statutory Assessment

This section outlines the statutory and planning provisions that are relevant to the Notice of Requirement.

9.1 Notice of Requirement

9.1.1 Section 181 RMA

A section 181(3) process was considered and determined not appropriate.

Section 181(3)(b) cannot be satisfied and the NoR will need to be treated as if it were a requirement for a new designation under section 181(2).

Section 181(2) of the RMA, in summary, provides that a requiring authority may give notice to a territorial authority of its requirement to alter an existing designation in an operative district plan or a requirement for a designation in a proposed district plan.

9.1.2 Notification Assessment

A notification assessment in accordance with section 169(1)(B) which requires a decision whether to notify the notice under sections 149ZCB(1) to (4), 149ZCC(1) to (4), 149ZCE, and 149ZCF follows below.

9.1.3 Section 149ZCB – Determining Public Notification

An assessment against section 149ZCB of the RMA for determining public notification is provided in Table 9-1.

Table 9-1 : Public Notification Assessment

Description of s149ZCB	Assessment
An application or notice must be publicly notified if:	
<ul style="list-style-type: none"> the Territorial Authority decides (under section 149ZCE) that the activity that is the subject of the notice will have, or is likely to have, adverse effects on the environment that are more than minor; or 	In accordance with section 8 the NoR will have, or is likely to have, less than minor adverse effects on the environment.
<ul style="list-style-type: none"> the applicant requests public notification of the notice; or 	The applicant has not requested public notification.
<ul style="list-style-type: none"> a rule or national environmental standard requires public notification of the application or notice 	There are no NES provisions which require notification.
An application or notice must not be publicly notified if:	
<ul style="list-style-type: none"> a rule or national environmental standard precludes public notification of the application or notice; and 	There are no NES provisions which preclude notification.
<ul style="list-style-type: none"> the applicant does not request public notification of the application or notice 	The applicant has not requested public notification.

Description of s149ZCB	Assessment
An application or notice may be publicly notified if special circumstances exist in relation to the application.	There are no special circumstances which are relevant to this application.

Based on the above assessment public notification is not required.

9.1.4 Section 149ZCC – Determining Limited Notification

If an application or notice is not publicly notified, the consent authority must determine whether limited notification is required under section 149ZCC. An assessment against section 149ZCC is provided in Table 9-2.

Table 9-2 : Limited Notification Assessment

Description of s149ZCC	Assessment
If the consent authority decides not to require to publicly notify an application or a notice, it must, in relation to the activity:	
<ul style="list-style-type: none"> • decide if there is any affected person (under section 149ZCF); and 	<p>In line with the assessment in section 8 the NoR will have less than minor adverse effects on the environment.</p> <p>The potentially affected parties surrounding the intersection could possibly be affected by construction nuisance effects. However, it is considered that by implementing a suitable CEMP such effects can be avoided, remedied and mitigated to an acceptable level with less than minor effects.</p> <p>However, the restriction on the use of the land to be designated which is currently in private ownership can be considered as a minor or more than minor effect for the parties owning the following land:</p> <ul style="list-style-type: none"> • The Pet Lodge, Lot 1 DP 12822, 465 Frankton-Ladies Mile Highway, Lake Hayes. • Sections 42, 43 and 44 Block III Shotover SD. • Queenstown Lakes District Council, Lot 1 DP 536321 and Lot 4 DP 22156, 516 Frankton-Ladies Mile Highway, Lake Hayes.

Description of s149ZCC	Assessment
	<ul style="list-style-type: none"> • Queenstown Country Club Village Limited, Lot 1 DP 531988.
<ul style="list-style-type: none"> • identify any affected protected customary rights group or affected customary marine title group. 	There are no customary rights groups or customary marine title groups affected by the works.
The consent authority must give limited notification of the application or notice to any affected person unless a rule or national environmental standard precludes limited notification of the application or notice.	There are no NES provisions which preclude notification.

Based on the above assessment limited notification is required.

9.1.5 Section 171 Resource Management Act 1991

When considering a notice of requirement and any submissions received, a territorial authority must, subject to Part 2 consider the effects on the environment of allowing the activity, having particular regard to a number of matters including (s171(1)):

(a) any relevant provisions of—

(i) a national policy statement:

(ii) a New Zealand coastal policy statement:

(iii) a regional policy statement or proposed regional policy statement:

(iv) a plan or proposed plan; and

The relevant statutory policy documents and plans are addressed in sections 9.1.11 – 9.1.16.

(b) whether adequate consideration has been given to alternative sites, routes, or methods of undertaking the work if—

(i) the requiring authority does not have an interest in the land sufficient for undertaking the work; or

(ii) it is likely that the work will have a significant adverse effect on the environment; and

(c) whether the work and designation are reasonably necessary for achieving the objectives of the requiring authority for which the designation is sought;

(d) any other matter the territorial authority considers reasonably necessary in order to make a recommendation on the requirement.

In this instance Waka Kotahi does not have an interest in the land sufficient for undertaking the work. At present Waka Kotahi has begun the property acquisition process with directly affected landowners, but this has not been completed. For the reasons discussed in the assessment of environmental effects above, the designation alteration is not expected to give rise to any significant adverse environmental effects.

The alternatives were considered at length at the business case phase of the project as detailed above in Section 6.

The work and designation are reasonably necessary for achieving the objectives of the requiring authority for which the designation is sought for the reasons outlined in Section 2 of this document.

This report has included all matters Waka Kotahi consider reasonably necessary to support the NoR.

(1B) The effects to be considered under subsection (1) may include any positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from the activity enabled by the designation, as long as those effects result from measures proposed or agreed to by the requiring authority.

Positive effects are discussed in section 8.3. No specific environmental offsetting is proposed in this NoR. However, as part of the wider NZUP project, enhancement of landscaping in the SH6 and SH6A highway corridors in Frankton and Queenstown is anticipated.

On the basis of the above assessment, it is considered that the territorial authority may recommend that Waka Kotahi confirms the requirement.

9.1.6 National Policy Statements

There are five National Policy Statements (NPS's) in place. These are:

- Electricity Transmission
- Renewable Electricity Generation
- NZ Coastal Policy Statement
- Freshwater Management
- Urban Development

None of the NPS's are considered to be of relevance to the NoR.

9.1.7 National Environmental Standards

There are eight National Environmental Standards (NES) in force as regulations. None of the NES are considered relevant to the NoR.

9.1.8 Other Regulations

It is considered there are no other regulations relevant to the consideration of this Notice.

9.1.9 Queenstown Lakes District Plans – Operative and Proposed

The Plan provides a framework to help manage the use, development and protection of the physical and natural resources of the Queenstown Lakes District. Specifically, the Plan sets down objectives, policies and rules to guide the use and development of land in a way that promotes the wellbeing of people and the environment.

A designation means that the District Plan rules no longer apply to the designated sites(s) however, it is necessary to consider the designation in the context of the policy framework. The designation should be consistent with the direction set by the District Plan policies.

The objectives and policies from the District Plan that are relevant to consideration of the proposed designation alteration are listed in Appendix 3 Table 1.

It is considered that the proposed designation alteration is consistent with the relevant objectives and policies.

9.1.10 Regional Policy Statements

Otago currently has two Regional Policy Statements: the Partially Operative Otago Regional Policy Statement 2019 and the Proposed Otago Regional Policy Statement 2021. The relevant objectives and policies of both RPS's are listed in Appendix 3 Table 2 and an assessment as to the consistency of the project with these is also summarised in Appendix 3 Table 2. It is considered the proposed designation alteration is consistent with the relevant objectives and policies.

9.1.11 Regional Plans

There are no Regional Plans relevant to the Project. Refer to section 3.2.

9.2 Other Statutory Approvals Required

An Outline Plan under Section 176A(1) of the RMA for the proposed works within the existing designation and the proposed designation alteration area will be lodged following confirmation of the designation alteration.

9.3 RMA Part 2

In assessing the proposed designation alteration against the need to meet the sustainable management of natural and physical resources Sections 6 to 8 of the RMA are assessed below.

9.3.1 Section 6

Section 6 of the RMA sets out those matters of national importance that are to be recognised and provided for in achieving the purpose of the RMA. There are no matters in Section 6 that are of particular relevance to the proposed designation alteration.

In regard to the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga (Section 6(e)), on-going consultation with the MLG will ensure that correct measures are implemented to avoid, remedy and mitigate any actual or potential effects on tangata whenua.

Under Section 6(f), historic heritage is to be protected from inappropriate use and development. There are no recorded archaeological sites within the project area. Earthworks will be covered by the Accidental Discovery Protocol developed by Waka Kotahi, the HNZPT and Ngāi Tahu.

It is considered none of these Section 6 matters will be adversely affected by the proposed designation alteration, based on the assessment of actual or potential effects of the proposed alteration on the environment and the proposed mitigation measures.

9.3.2 Section 7

Section 7 of the RMA sets out those other matters that a consent authority is to have particular regard to in achieving the purpose of the RMA. Matters in Section 7 that may be of relevance to the proposed designation alteration are considered to include the following.

The proposed mitigation measures in respect of cultural heritage and archaeology will help meet Section 7(a) of the RMA.

Section 7(b) requires a consideration of whether a proposal is an efficient use and development of natural and physical resources. A designation alteration may provide an efficient use of a resource, noting that the existing state highway is a physical resource, in it enables people to provide for their social and economic well-being but only to the extent that it: does not impair the social well-being and health of other people and the community; avoids, remedies, or mitigates adverse effects on the environment; and maintains and enhances amenity values and the quality of the environment. The proposed designation alteration will contribute to the efficient use and development of the state highway network as a physical resource in the Queenstown Lakes District and Otago Region, satisfying Section 7(b) of the RMA.

Considering the maintenance and enhancement of amenity values (Section 7(c)) and the maintenance and enhancement of the quality of the environment (Section 7(f)) requires an all-encompassing view of amenity and the environment. There will be some impacts on amenity and quality of the environment during construction with the designation alteration area. Post construction the environment would be different due to the presence of an upgraded intersection, but it is not considered that there would be a significant adverse effect on the quality of the environment.

It is considered none of these Section 7 matters will be adversely affected by the proposal, based on the assessment of actual or potential effects of the proposed designation alteration on the environment and the proposed mitigation measures.

9.3.3 Section 8

In achieving the purpose of this Act, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall take into account the principles of the Treaty of Waitangi (Te Tiriti o Waitangi).

The wording “shall take into account” requires decision makers to consider the principles of the Treaty with all other matters.

Ongoing consultation with the MLG will ensure that appropriate methods are implemented to avoid, remedy and mitigate any actual or potential effects on tangata whenua. The consultation to date has not identified any cultural sites or values that might be affected by the proposed designation alteration.

9.3.4 Section 5

Applying Section 5 of the RMA involves an assessment of whether an application or notice would promote the sustainable management of natural and physical resources. This recognises that the RMA has a single purpose.

Section 5 goes on to elaborate on the definition of sustainable management that in summary, includes managing resources in a way that enables people and communities to provide for their social, economic, and cultural wellbeing and for their health and safety, while achieving specified bottom line environmental outcomes.

There will be positive benefits from the proposed designation alteration as it will enable the Project to, for example:

- Improve public transport connections.
- Improve safety to road users.
- Improve traffic capacity of the intersection.
- Improve connectivity to adjoining areas.

The scale of the areas to be added to the designation is relatively small when compared with the existing SH6 designation and the significance of the existing environmental values in the Project area is limited as described in section 8. Nevertheless, there is potential for adverse effects to occur, particularly in the construction phase. Any such effects that cannot be avoided, will be adequately remedied or mitigated. Overall, it is considered that with the mitigation measures proposed, the proposal will achieve the purpose of the RMA.

10 Summary

Waka Kotahi proposes to alter the SH6 designation to provide sufficient space to upgrade the SH6/Howards Drive intersection.

The proposal will achieve the primary objective of the project to enable the development of a roundabout at the SH6/Howards Drive intersection to improve public transport connections, improve safety and accommodate growing traffic volumes on SH6 and Howards Drive.

The need for the intersection upgrade has been outlined in the Notice of Requirement and this AEE and has been demonstrated as being reasonably necessary for Waka Kotahi as the requiring authority to achieve its objectives. The extent of the proposed designation is considered reasonably necessary in order for Waka Kotahi as the requiring authority to undertake the work.

Technical assessments have been undertaken and form part of the NoR and this AEE. These technical assessments have identified where there is the potential for adverse effects to arise within the proposed designation alteration area from construction works and the operation of an upgraded intersection. Where adverse effects cannot be avoided, appropriate mitigation measures have been proposed in order to remedy or mitigate those effects.

The key RMA test for consideration of a notice of requirement, as contained in section 171, is assessed in Section 9 above. It is the conclusion of this assessment that the proposed alteration of the designation meets the purpose and principles of the RMA. Waka Kotahi requests that the territorial authority considers to proceed to limited notification followed by a recommendation for Waka Kotahi to confirm.

Appendix 1 Current Designation

Appendix 2 Designation Plan

Appendix 3 – Relevant Objectives and Policies

Table 1

QLDC Operative District Plan	Status	Comment
Section 5 Rural General		
Objective 3 - Rural Amenity Avoiding, remedying or mitigating adverse effects of activities on rural amenity.	Consistent	As detailed in section 6, any potential adverse effects from the proposed designation alteration can be successfully avoided, remedied or mitigated such that any remaining effects will be less than minor.
3.3 To avoid, remedy or mitigate adverse effects of activities located in rural areas.	Consistent	
Section 12 Shotover Country Special Zone		
Objective 7 - Transport Safe and efficient use of the District's transport network.	Consistent	
7.1 To provide safe and efficient road access to the zone from Stalker Road and State Highway 6 (Ladies Mile).	Consistent	
7.2 To establish a primary road connection between the zone and the existing development located within Lake Hayes Estate to the east.	Consistent	
7.4 To provide a network and facilities that support public transport.	Consistent	
7.5 To provide a high level of connectivity throughout the zone and adjacent communities by providing well connected vehicle, pedestrian, and cycling networks.	Consistent	
Section 14 Transport		
Objective 1 - Efficiency Efficient use of the District's existing and future transportation resource and of fossil fuel usage associated with transportation.	Consistent	
1.8 To consider options for encouraging and developing greater use of public transportation facilities and in particular to continue to investigate the options for alternative transport means.	Consistent	
Objective 2 - Safety and Accessibility Maintenance and improvement of access, ease and safety of pedestrian and vehicle movement throughout the District.	Consistent	
2.3 To ensure access and movement throughout the District, and more particularly the urban areas, for people with disabilities is not unreasonably restricted.	Consistent	
Objective 3 - Environmental Effects of Transportation Minimal adverse effects on the surrounding environment as a result of road construction and road traffic.	Consistent	

**Waka Kotahi NZ Transport Agency
SH6/Howards Drive Intersection NoR**

3.5 To maintain and enhance the visual appearance and safety of arterial roads which are gateways to the main urban centres.	Consistent	As detailed in section 8.5, the approach to the intersection landscaping will be cognisant of the gateway function of the Ladies Mile highway.
3.6 To incorporate vegetation within roading improvements, subject to the constraints of road safety and operational requirements, and the maintenance of views from the roads.	Consistent	
3.7 To implement appropriate procedures, in conjunction with the takata whenua and Historic Places Trust, should any waahi tapu or waahi taonga be unearthed during roading construction. (see Section 4.3 Objective 1 Policy 1 for consultation procedures with takata whenua).	Consistent	This will be managed by way of an Archaeological Accidental Discovery Protocol
Objective 6 - Pedestrian and Cycle Transport Recognise, encourage and provide for the safe movement of cyclists and pedestrians in a pleasant environment within the District.	Consistent	This project has been developed through an extensive business case process with the specific aim to reduce the reliance on private vehicles and to promote public transport and active modes (walking and cycling). Such connections will be incorporated in the detailed design to be provided at Outline Plan stage.
Objective 7 - Public and Visitor Transport Recognition of public transport needs of people and provision for meeting those needs.	Consistent	
7.1 To plan and encourage an efficient pattern of public transport.	Consistent	
7.2 To investigate opportunities for public transport as an alternative to, or in association with, changes or extensions to the major road network	Consistent	
7.3 To promote and investigate opportunities for a public transport link between Queenstown and Frankton.	Consistent	
7.5 To liaise with the Otago Regional Council and public transport operators to ensure the public transport needs of the District are met.	Consistent	
QLDC Proposed District Plan	Status	Comment
Chapter 21 Rural Zone		
21.2.1 Objective - A range of land uses, including farming and established activities, are enabled while protecting, maintaining and enhancing landscape, ecosystem services, nature conservation and rural amenity values.	Consistent	
21.2.1.5 Have regard to the location and direction of lights so they do not cause glare to other properties, roads, public places or views of the night sky.	Consistent	Refer section 8.6.
21.2.4 Objective - Situations where sensitive activities conflict with existing and anticipated activities are managed to minimise conflict between incompatible land uses.	Consistent	

Chapter 22 Rural Residential and Rural Lifestyle		
22.2.4.1 Recognise existing and permitted activities, including activities within the surrounding Rural Zone might result in effects such as odour, noise, dust and traffic generation that are established, or reasonably expected to occur and will be noticeable to residents and visitors in rural areas.	Consistent	As detailed in section 8, construction effects can be effectively managed through an CEMP.
Chapter 29 Transport		
29.2.1 Objective - An integrated, safe, and efficient transport network that: a. provides for all transport modes and the transportation of freight; b. provides for future growth needs and facilitates continued economic development; c. reduces dependency on private motor vehicles and promotes the use of shared, public, and active transport; d. contributes towards addressing the effects on climate change; e. reduces the dominance and congestion of vehicles, particularly in the Town Centre zones; and f. Enables the significant benefits arising from public walking and cycling trails	Consistent	
29.2.1.1 Require that transport networks including active transport networks, are well connected and specifically designed to: a. enable an efficient public transport system; b. reduce travel distances and improve safety and convenience through discouraging single connection streets; and c. provide safe, attractive, and practical walking and cycling routes between and within residential areas, public facilities and amenities, and employment centres, and to existing and planned public transport	Consistent	

Table 2

Partially Operative Otago Regional Policy Statement 2019	Status	Comment
Objective 4.3 Infrastructure is managed and developed in a sustainable way	Consistent	
Policy 4.3.2 Nationally and regionally significant infrastructure Recognise the national and regional significance of all of the following infrastructure: e) Roads classified as being of national or regional importance;	Consistent	
Policy 4.3.4 Adverse effects of nationally and regionally significant infrastructure Manage adverse effects of infrastructure that has national or regional significance...	Consistent	
Proposed Otago Regional Policy Statement June 2021	Status	Comment
EIT-TRAN-O7 – Effective, efficient, and safe transport Otago has an integrated air, land and sea transport network that: (1) is effective, efficient and safe, (2) connects communities and their activities within Otago, with other regions, and internationally, and (3) is resilient to natural hazards.	Consistent	
EIT-TRAN-O8 – Transport system The transport system within Otago supports the movement of people, goods and services, is integrated with land use, provides a choice of transport modes and is adaptable to changes in demand.	Consistent	
EIT-TRAN-P18 – Integration of the transport system The transport system contributes to the social, cultural and economic well-being of the people of Otago through: (1) integration with land use activities and across transport modes, and (2) provision of transport infrastructure that enables service delivery as demand requires.	Consistent	
EIT-TRAN-P19 – Transport system design Resilience and adaptability of the transport system supports efficient networks for the transport of people and goods that are sustained and improved by: ... (2) placing a high priority on active transport and public transport and their integration into the design of development and transport networks, ...	Consistent	

<p>EIT-TRAN-P20 – Public transport Plans and proposals for maintenance and development of the transport system enhance the uptake of public transport by:</p> <ul style="list-style-type: none">(1) providing safe and reliable alternatives to private vehicle transport,(2) including measures to ensure pedestrian and cyclist safety and amenity, and(3) taking into consideration the accessibility needs of the community.	Consistent	
--	------------	--

Appendix 4 Technical Reports

Arborist Report

Noise and Vibration Report

Appendix 5 Records of Title

NOTICE OF REQUIREMENT FOR ALTERATION OF A DESIGNATION

Waka Kotahi NZ Transport Agency
SH6 / Howards Drive Intersection



NOTICE OF REQUIREMENT FOR ALTERATION OF A DESIGNATION UNDER SECTION 181 OF THE RESOURCE MANAGEMENT ACT 1991

To: Queenstown Lakes District Council
PO Box 50072
Queenstown 9348

From: Waka Kotahi NZ Transport Agency
PO Box 5245
Dunedin 9058

Pursuant to Section 181 (3) of the Resource Management Act 1991 (RMA) Waka Kotahi NZ Transport Agency (Waka Kotahi) gives notice of its requirement to alter a designation. Waka Kotahi is a network utility operator approved as a requiring authority under Section 167 RMA. The relevant Gazette Notices are:

- Resource Management (Approval of Transit New Zealand as Requiring Authority) Order 1992 (NZ Gazette, Notice Number 1994-go1500) – and refer Schedule 2, Clause 29 of the Land Transport Management Act 2003 which confirms that the order applies to NZ Transport Agency – these confirm the NZ Transport Agency as a requiring authority for the construction and operation (including the maintenance, improvement, enhancement, expansion, realignment, and alteration) of any state highway or motorway
- Resource Management (Approval of NZ Transport Agency as a Requiring Authority) Notice 2015 (NZ Gazette, Notice Number 2015-go6742) – this confirms the NZ Transport Agency as a requiring authority for the purpose of constructing or operating (or proposing to construct or operate) and maintaining cycleways and shared paths.

The legal name for Waka Kotahi as a Requiring Authority is the New Zealand Transport Agency. Our corporate name Waka Kotahi is used throughout this notice.

The designation to be altered, and the nature of the alteration is as follows:

The designation to be altered is designation number 84 in the Proposed Queenstown Lakes District Plan.

The Requiring Authority listed for the designation in the District Plan is New Zealand Transport Agency.

The purpose of the designation is listed as State Highway Purposes.

The nature of the alteration is a change to the boundary of the designation.

The site to which the requirement applies is as follows:

The area of the proposed designation alteration is shown on the Designation Plan(s) included in **Attachment A** of this Notice. The requirement applies to an area of land of approximately 1.657 hectares located on the 4 quadrants of the intersection of SH6, Howards Drive, on the southside of the Ladies Mile Highway and at an unnamed legal road, located at Ladies Mile, Queenstown. The requirement applies to 6 land parcels. The land directly affected by the requirement is identified in the Schedule of Directly Affected Property included in **Attachment B** of this Notice.

The nature of the proposed work is:

The proposed work to be undertaken within the area of the proposed designation alteration is the upgrading of the SH6/Howards Drive intersection. The proposed work is described in Section 5 of the accompanying Assessment of Effects on the Environment (AEE) Report.

In summary, the proposed work includes:

- a) Construction of a 3 leg roundabout;
- b) Landscaping
- c) Lighting and service relocation.

The nature of the proposed conditions that would apply are:

There are no conditions which apply to the existing designation and no conditions would apply to the work within the area of the proposed designation alteration.

The effects that the proposed work will have on the environment, and the ways in which any adverse effects will be mitigated are:

The effects that the work in the area of the proposed designation alteration will have on the environment, and the ways in which any adverse effects will be mitigated, are set out in Section 8 of the AEE Report.

The positive effects of the proposed work relate to improvements to public transport connectivity, road safety and improved connectivity.

The potential adverse effects during the construction and operational phases of the proposed work relate to traffic, dust, landscape and visual, lighting, noise and vibration, contaminated land, terrestrial ecology, cultural values, archaeology and heritage and infrastructure.

Alternative sites, routes, and methods have been considered to the following extent:

The SH6/Howards Drive intersection has been identified in the QTBC as a constraint to public transport connectivity and an opportunity to improve road safety and efficiency. Improvement to the intersection is the preferred course of action for Waka Kotahi to achieve the objectives of improving public transport connections, safety, and to accommodate growing traffic volumes on SH6 and Howards Drive.

Intersection upgrading was assessed under the QTBC which found that public transport priority could be integrated into the roundabout design while also achieving safety and efficiency outcomes for other users. The intersection upgrade proposal has been evaluated in terms of engineering, economic and environmental aspects and has been considered along with feedback from consultation as part of the QTBC.

An alternative to a roundabout could be a conventional 3 or 4-arm signalised intersection which is not appropriate at this time particularly due to the peri-urban nature of the site where there is very little pedestrian or cycle crossing demand. Should the context of the site change over time, the extent of the alteration to designation as lodged has been tested as being capable of accommodating a future conversion to a conventional signalised intersection.

The do-nothing option would exacerbate existing safety and efficiency issues.

The proposal is considered to be the best practicable option to achieve the objectives of the requiring authority.

The proposed work and alteration to the designation are reasonably necessary for achieving the objectives of the requiring authority because:

The objective of Waka Kotahi under Section 94 of the Land Transport Management Act 2003 (LTMA) is to undertake its functions in a way that contributes to an effective, efficient, and safe land transport system in the public interest.

The objectives of Waka Kotahi for the proposed work are to:

- The primary objective of the project is to enable the upgrading of the SH6/Howards Drive intersection as part of a wider suite of physical works to reduce reliance on private vehicles and provide other modes of transport including active modes and improved public transport, between SH6 Ladies Mile and Frankton, Frankton to Queenstown (SH6A) and Frankton to the Kawarau Falls Bridge (SH6).

The proposed work is reasonably necessary for achieving the objectives of Waka Kotahi because it will:

- Enable/improve public transport connectivity;
- Increase the capacity of the intersection to cope with higher traffic flows;
- Improve safety for different traffic modes using the intersection; and
- Allow for connectivity with future developments.

The proposed designation alteration is reasonably necessary as a planning tool, as it identifies and protects land required for the proposed work and will enable Waka Kotahi to carry out the proposed work. The principal reasons for requiring a designation alteration to facilitate the work to which this requirement relates are:

- It will allow the land required to be identified in the Proposed Queenstown Lakes District Plan, giving a clear indication of the intended use of the land;
- It will provide certainty for landowners of the intended use of the land and the work to be undertaken at some time in the future; and
- It will protect the land from future development which may otherwise preclude construction of the proposed work.

The following resource consents are needed for the proposed activity and have been applied for:

No resource consents are needed for the proposed work.

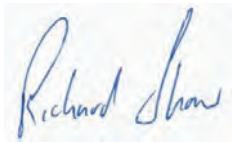
The following consultation has been undertaken with parties that are likely to be affected:

Consultation is ongoing with directly affected parties as Waka Kotahi does not have an interest in the land. This is further detailed in Section 7 of the AEE Report.

Supporting Information:

Waka Kotahi submits the following information required to be included in this notice by the district plan, regional plan, or any regulations made under the Resource Management Act 1991.

- Assessment of Effects on the Environment
- Existing Designation Conditions
- Designation Plans
- Policy Assessment
- Supporting Technical Assessment Reports (Noise and Vibration Assessment, Arbourist)
- Records of Title



Signed by:

Richard Shaw
Principal Planner, Poutiaki Taiao / Environmental Planning

Pursuant to authority delegated by Waka Kotahi NZ Transport Agency

29 November 2022

Address for Service:

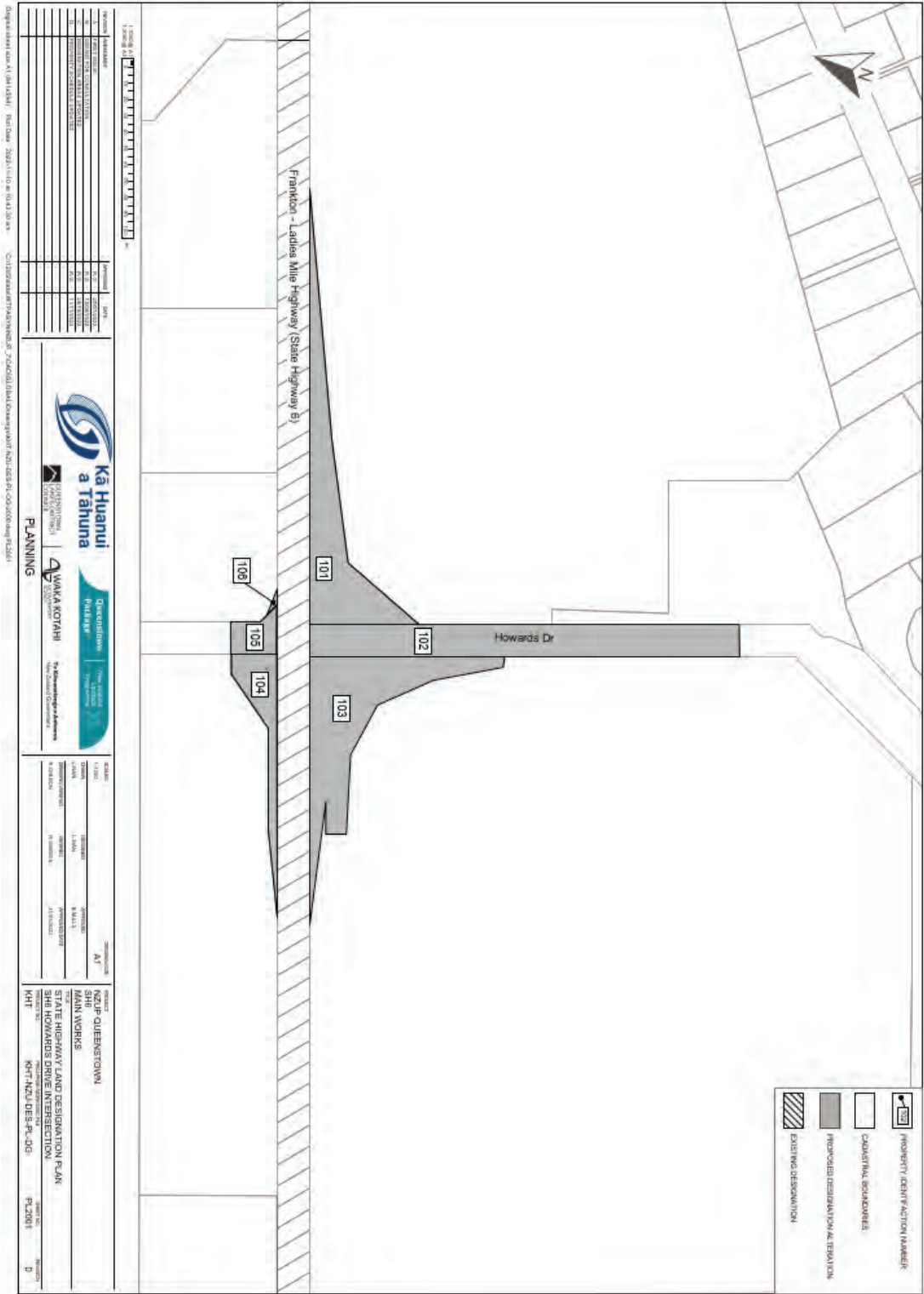
Ka Huanui a Tahuna
C/- Private Bag 1913
DUNEDIN 9058

Attention: Shane Roberts
Ph: 027 237 1168
E-mail: shane.l.roberts@wsp.com

Attachment A – Designation Plan

Attachment B – Schedule of Directly Affected Property

Attachment A Designation Plan



Attachment B
Schedule of Directly Affected Property

Parcel ID	Legal Description	Record of Title	Location	Required Area (ha)(approx.)
101	Lot 4 DP 22156 Lot 1 DP 536321	889403	516 Frankton – Ladies Mile Highway	0.414
102	Road	N/A	Howards Drive	0.529
103	Lot 1 DP531988	884963	18 First Avenue	0.474
104	Section 44 Block III Shotover Survey District Section 43 Block III Shotover Survey District Section 42 Block III Shotover Survey District	613709	Frankton – Ladies Mile Highway (no street number allocated)	0.141
105	Road	N/A	Frankton – Ladies Mile Highway	0.061
106	Lot 1 DP12822	OT5C/21	465 Frankton – Ladies Mile Highway	0.006

Note: areas are subject to survey

A Roads

A2. New Zealand Transport Agency

The designation provides for the New Zealand Transport Agency, either itself or through its agents, to control, manage and improve the state highway network, State Highways No 6, 6A and 84 including planning, design, research, construction and maintenance relating to all land within the designation. Such activities may also involve, but not necessarily be limited to, realigning the road, altering its physical configuration, culverts, bridges and associated protection works.

A3. Limited Access Roads

Those sections of State Highway which are declared limited access are:

- a. SH No 6 from Brady Creek Bridge to Wharf Creek Bridge;
- b. SH No 6 from the Neck to Lake Hawea (control dam);
- c. SH No 6 from Hawea to Mount Iron;
- d. SH No 6 from Mt Iron to SH8A Intersection;
- e. SH No 6 from the intersection with SH8A, Luggate to Gravelly Gully;
- f. SH No 6 from Gentle Annie Bridge (Kawarau Gorge) to Nevis Bluff;
- g. SH No 6 from Nevis Bluff to Kawarau River;
- h. SH No 6 from Lake Hayes to Shotover River;
- i. SH No 6 from Shotover River to Frankton;
- j. SH No 6 from SH6 the intersection to Wye Creek Bridge;
- k. SH No 6 Kingston Section;
- l. SH No 6A from Frankton to Queenstown (east);
- m. SH No 6A from Frankton to Queenstown (west);
- n. SH No 84 from SH6 to Wanaka.

Those sections of State Highway which are proposed limited access are as follows:

- a. SH No 6 from Hayes Creek to Swift Burn.

The objective of this control is to protect and maintain the safety and high level of traffic service on these important routes which may otherwise be adversely affected by traffic generation of property alongside. Existing legislation controls conditions relating to access to and from land adjoining Limited Access Roads. The effect is to prevent the proliferation of new access points and to reduce the number of accesses and volumes of traffic using them.

Consent under the provisions of the Government Roading Powers Act 1989 is required for access for subdivision purposes and may be required for other development of land adjacent to Limited

Access Roads (LAR). The New Zealand Transport Agency should be consulted initially with respect to development along LAR.

A4. Conditions for Designation # 370 - Roundabout at intersection of State Highway 6 and Eastern Access Road

1. NZTA shall meet the reasonable costs associated with amending the Manapouri Beech Investments /FM Custodians Ltd easement instrument (including survey, legal (including Manapouri Beech Investments and FM Custodians reasonable legal costs) and registration costs) and the construction of the access from SH6 to the Manapouri Beech Investments and FM Custodians Ltd sites (Lots 1 and 2 DP 23542).
2. NZTA shall construct the SH6 roundabout to the standard required to ensure that there will not be any re-work required (other than removal of kerbing) on the roundabout when it comes to build the additional road expected to connect to this roundabout at some future date (shown on Plans I1009-1264-5a dated March 2011 (Sheets 1 to 4). Subject to compliance with all of NZTA's statutory and other legal obligations in relation to permitting connection to the State highway, private landowners north of SH6 have the right to connect a fourth leg to the roundabout (subject to NZTA approval of connection design and standard of construction).

A5. Conditions for Designation # 371 - Eastern Access Road and Road 2

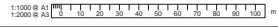
1. That the Arrow Irrigation water race within the area affected by the designation be protected from the effects of the designation works in a manner that allows its ongoing operation. For the purposes of this condition "protect" includes maintenance of crossing rights equivalent to existing rights and maintenance of water flow capacity.
2. The proposed works will be constructed generally in accordance with Plans 1009-1264-5a dated March 2011 (Sheets 1 – 4 [attached at the back of Appendix 1 – Designations]).
3. Prior to commencement of works, QLDC shall submit to Council for review and approval a Construction Management Plan addressing the following matters:
 - a. control of dust;
 - b. silt and sediment control;
 - c. construction noise;
 - d. traffic management;
 - e. hours operation; and
 - f. protection of the Arrow Irrigation scheme.

As part of this plan details shall be provided to:

- a. demonstrate how access will be retained to adjoining properties throughout the construction process;
- b. establish processes to mitigate and address potential adverse effects from dust, noise and other construction activity occurring as a result of the construction process on the existing operations of the Shotover Garden Centre.



PROPERTY IDENTIFICATION NUMBER
 CADASTRAL BOUNDARIES
 PROPOSED DESIGNATION ALTERATION
 EXISTING DESIGNATION



REVISION	AMENDMENT	APPROVED	DATE
A	FIRST ISSUE	R.G	27/07/2022
B	ISSUED FOR CONSULTATION	R.G	12/08/2022
C	DESIGNATION AREAS UPDATED	R.G	28/10/2022
D	PROPERTY SCHEDULE UPDATED	R.G	13/11/2022

QUEENSTOWN LAND DISTRICT COUNCIL
 WAKA KOTAHİ
 Tū Kōwhiri
 PLANNING

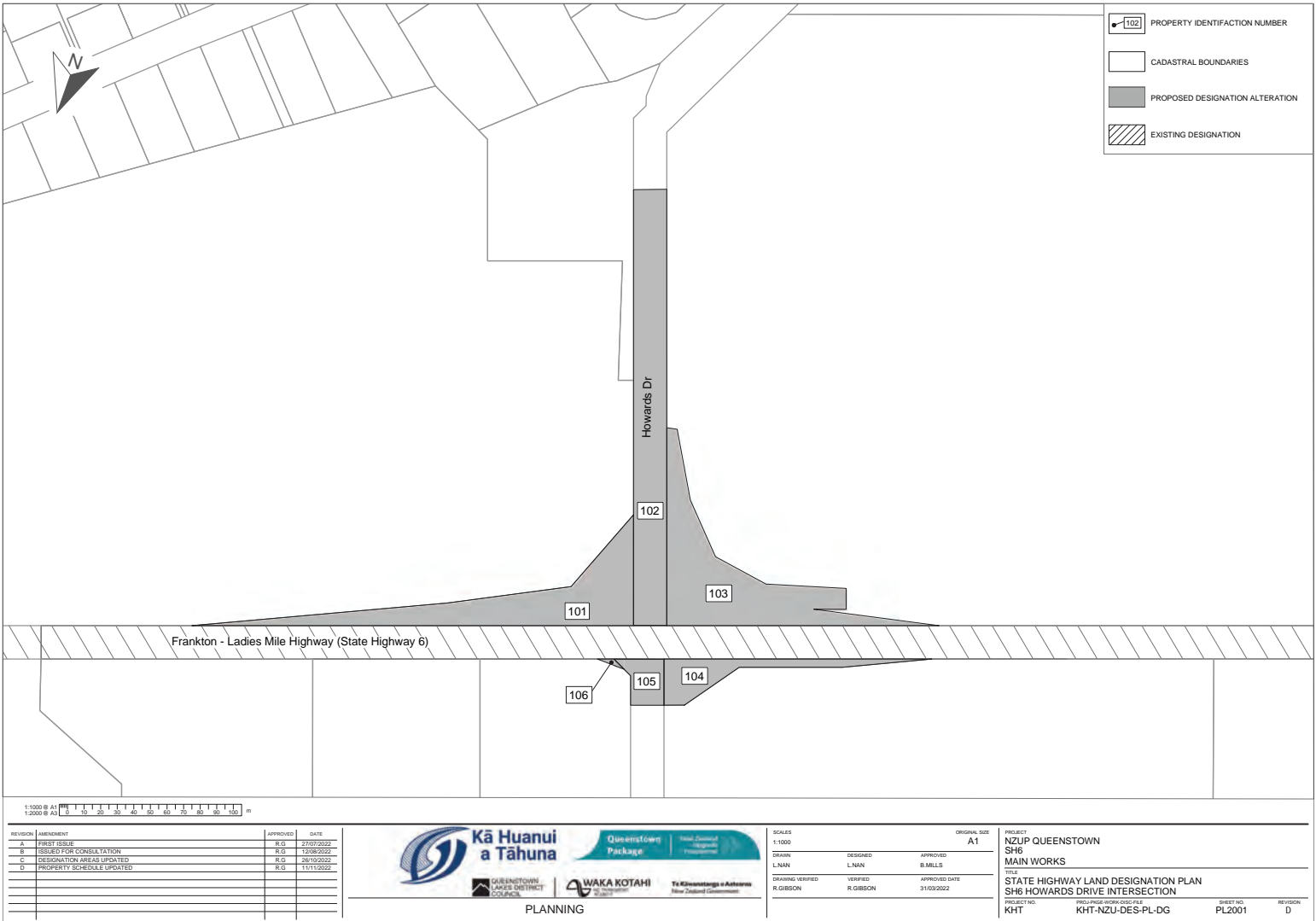
SCALES	DESIGNED	APPROVED	ORIGINAL SIZE
1:1000	L.NAN	B.MILLS	A1
DRAWING VERIFIED	VERIFIED	APPROVED DATE	
R.GIBSON	R.GIBSON	31/03/2022	

PROJECT
 NZUP QUEENSTOWN
 SH6
 MAIN WORKS
 TITLE
 STATE HIGHWAY LAND DESIGNATION PLAN
 SH6 HOWARDS DRIVE INTERSECTION
 PROJECT NO.
 KHT

REG. FILE NO. 200-00-118
 KHT-NZU-DES-PL-DG

SHEET NO.
 PL2001

REVISION
 D



102 PROPERTY IDENTIFICATION NUMBER
 CADASTRAL BOUNDARIES
 PROPOSED DESIGNATION ALTERATION
 EXISTING DESIGNATION



REVISION	AMENDMENT	APPROVED	DATE
A	FIRST ISSUE	R.G.	27/07/2022
B	ISSUED FOR CONSULTATION	R.G.	12/08/2022
C	DESIGNATION AREAS UPDATED	R.G.	28/10/2022
D	PROPERTY SCHEDULE UPDATED	R.G.	11/11/2022

PLANNING

SCALES		ORIGINAL SIZE	
1:1000		A1	
DRAWN	DESIGNED	APPROVED	
L.NAN	L.NAN	B.MILLS	
DRAWING VERIFIED	VERIFIED	APPROVED DATE	
R.GIBSON	R.GIBSON	31/03/2022	

PROJECT		TITLE	
NZUP QUEENSTOWN	SH6	STATE HIGHWAY LAND DESIGNATION PLAN	SH6 HOWARDS DRIVE INTERSECTION
MAIN WORKS		PROJECT NO.	SHEET NO.
KHT	KHT-NZU-DES-PL-DG	PL2001	REVISION
			D

PROPERTY SCHEDULE FOR PROPOSED DESIGNATION ALTERATION

PROPERTY REFERENCE	RECORD OF TITLE	LEGAL DESCRIPTION	ADDRESS	LAND TO BE DESIGNATED (Ha)(approx)
REQUIRING AUTHORITY: WAKA KOTAHI				
101	889403	LOT 4 DP 22156 LOT 1 DP 536321	516 FRANKTON-LADIES MILE HIGHWAY, LAKE HAYES	0.414
102		ROAD	HOWARDS DRIVE	0.529
103	884963	LOT 1 DP 531988	HOWARDS DRIVE/FRANKTON-LADIES MILE HIGHWAY	0.474
104	613709	SECTION 44 BLOCK III SHOTOVER SD SECTION 43 BLOCK III SHOTOVER SD SECTION 42 BLOCK III SHOTOVER SD	HOWARDS DRIVE/FRANKTON-LADIES MILE HIGHWAY	0.141
105		UNFORMED LEGAL ROAD	FRANKTON-LADIES MILE HIGHWAY	0.061
106	OT5C/21	LOT 1 DP 12822	465 FRANKTON-LADIES MILE HIGHWAY, LAKE HAYES	0.006
107	884963	LOT 1 DP 531988	FRANKTON-LADIES MILE HIGHWAY	0.007
108	884963	LOT 1 DP 531988	FRANKTON-LADIES MILE HIGHWAY	0.007
201	884963	LOT 1 DP 531989	FRANKTON-LADIES MILE HIGHWAY	0.007
202	884963	LOT 1 DP 531990	FRANKTON-LADIES MILE HIGHWAY	0.011
301		ROAD	HARDWARE LANE	0.039
302	764774	LOT 2 DP 497316	163 FRANKTON-LADIES MILE HIGHWAY, FRANKTON	0.055
303	806429	SECTION 3 SO 502556	145 FRANKTON-LADIES MILE HIGHWAY, FRANKTON	0.356
304	804356	SECTION 2 SO 502556	FRANKTON-LADIES MILE HIGHWAY	1.173
306		ROAD	HAWTHORNE DRIVE	0.316
307	1031095	SECTION 6 SO 517733	FRANKTON-LADIES MILE HIGHWAY	0.124
308	1031095	SECTION 6 SO 517733	FRANKTON-LADIES MILE HIGHWAY	0.011
401		ROAD	GRANT ROAD	0.151
402	695482	LOT 6 DP 486920	4/22 GRANT ROAD, FRANKTON, QUEENSTOWN	0.005
403	941148	SECTION 4 SO 517733	FRANKTON-LADIES MILE HIGHWAY	0.242
404	627621	LOT 100 DP 468142	FRANKTON-LADIES MILE HIGHWAY	0.032
405	659427	LOT 1 DP 25073	FRANKTON-LADIES MILE HIGHWAY	0.551
406	1027396	LOT 1 DP 566709	57 FRANKTON-LADIES MILE HIGHWAY, FRANKTON	0.471
407		ROAD	JOE O'CONNELL DRIVE	0.115
408		ROAD	HANSEN ROAD	0.033
408a		ROAD	HANSEN ROAD	0.091
409	1091078	SECTION 5 BLOCK XXXIII TN OF FRANKTON	FRANKTON-LADIES MILE HIGHWAY	0.232
410	OT18B/922	PART-SECTION 5 BLOCK XXI SHOTOVER SD	FRANKTON-LADIES MILE HIGHWAY	0.177
411	1091078	SECTION 6 BLOCK XXXIII TN OF FRANKTON	FRANKTON-LADIES MILE HIGHWAY/KAWARAU ROAD	1.85
413	73370	LOT 1 DP 318736	1094 FRANKTON ROAD, FRANKTON, QUEENSTOWN	0.115
414		ROAD	GRAY STREET/McBRIDE STREET	0.453
416	257274	SECTION 12 BLOCK XX TN OF FRANKTON	KAWARAU ROAD	0.133
417	257274	SECTION 14 BLOCK XX TN OF FRANKTON	KAWARAU ROAD	0.073
418		ROAD	ROSS STREET	0.045
419	544617	SECTION 17 BLOCK XII TN OF FRANKTON	KAWARAU ROAD	0.485
501		SECTION 19 BLOCK XII TN OF FRANKTON	KAWARAU ROAD	0.002
502		SECTION 18 BLOCK XII TN OF FRANKTON	KAWARAU ROAD	0.205
REQUIRING AUTHORITY: QUEENSTOWN LAKES DISTRICT COUNCIL				
412	1091078	SECTION 6 BLOCK XXXIII TN OF FRANKTON KAWARAU ROAD	FRANKTON-LADIES MILE HIGHWAY/KAWARAU ROAD	0.058
415	257274	SECTION 12 BLOCK XX TN OF FRANKTON GRAY STREET KAWARAU ROAD	KAWARAU ROAD/GRAY STREET	0.616



**State Highway 6 Ladies Mile Trees
adjacent to the proposed
Bus Lane and Howards Drive Roundabout.**

Attention:	Grant Sime NZUP Project Manager
Property Address	Whakatipu Transport Alliance
Postal Address:	67 Gorge Road Queenstown. 9300.
Dated:	11 th November 2021
Prepared by:	New Zealand Tree Care Ltd P.O. Box 2353 Wakatipu 9349
Consultant:	David Finlin Tel: 0274-334-845
Status	Filed
Our Ref:	SH 6 (Ladies Mile Trees) R11.02

Brief: Part One: Bus Lane

Identify 4 x tree locations along southern side of Ladies Mile and undertake a HydroVac test pits adjacent to the trees to establish additional information as to the presence and extent of tree roots.

Four different tree species sampled to give a cross section of the differing tree species established along the SH boundary.

Provide a summary as to the potential effects to the trees associated with the proposed works.

Part Two: Roundabout Howards Drive

Identify trees affected by the proposed roundabout and provide recommendations as to what trees can be retained and trees suitable for transplanting.

Part One: Bus Lane

Tree Locations:

Approximately 30 trees, Trees 45 - 75 are located along the western end of the Ladies Mile, setback from the State Highway 6 boundary by around 0.75 – 1.5m.

Refer **Appendices A -Site Plans**

Refer **Appendices B -Typical Cross Section of Roading**

Information collected:

Refer **Appendices C -Survey Data and Photos (Bus Lane).**

Preliminary Summary:

Key considerations.

- The variation in the location and setback of the trees in relation to the SH boundary means that some trees are closer to the boundary and will be more affected by the proposed works and therefore the level of by root disturbance will be greater.
- The road edge swale has been formed as a water catchment area for road water runoff and has been in existence for the lifespan of the trees.
The swale has inadvertently become a natural point where the trees can source a reliable uptake of water during periods of water stress.

- Tree species vary in their degree of tolerance to root disturbance.

Cherry (<i>Prunus sp.</i>)	-generally high tolerance.
Chestnut (<i>Castanea sativa</i>)	- generally moderate tolerance.
Maple (<i>Acer campestre</i>)	- generally moderate to low tolerance.
Beech (<i>Fagus sylvatica</i>)	- generally low tolerance.
- Tree size and level of maturity.

The trees vary in size from small trees that may be less than 5 -10 years with a corresponding tree root system that may only extend out to around 1.5m radius from the base of the tree.

The English Beech and Sweet Chestnut sampled are likely to be 40 – 50 years old and are some of the larger trees therefore have a correspondingly large root system and water demand requirements.

Preliminary Conclusions.

The sample trench was setback 2.1 – 2.4m from the base of Tree 47. (Copper Beech tree) and Tree 56 (Sweet Chestnut tree). The larger more mature trees.

The sample trench was setback 1.3 – 1.5m from the base of Tree 54. (Field Maple) and Tree 65 (Flowering Cherry tree). The medium sized trees.

At the setback outlined above, the size of the roots identified would suggest that the trenching investigation locations were located outside the area that would be considered as the Structural Root Zone (SRZ) of the trees.

Damaging or removing roots within the Structural Root Zone (SRZ) could cause the tree to become unstable in the ground.

Most of the roots identified were around 25mm or less, these are the continuation of the Structural Root Zone (SRZ) as they spread out laterally to form the feeding root system, transporting the water and nutrients required for the tree.

These roots are predominantly located at a shallow depth of around 100 – 400mm below level.

The greater the setback from construction activity that can be achieved, will then proportionally minimise the potential root damage and improve the trees long-term survival.

The edge of kerb and associated construction methodology is not yet finalised however, based on the preliminary assessment I believe the majority of trees can be retained.

Tree 71 (Ash tree) a recently planted specimen tree that is located within the sightline of the Stalker roundabout signage can be transplanted to a new location.

Part Two: Roundabout Howards Drive

Introduction.

The proposed Roundabout at Howards Drive and associated entry and exits will require additional land to achieve the necessary infrastructure.

This additional land is where a portion of the existing Ladies Mile trees are located.

The trees have been surveyed and locations identified to ensure that where practical the minimum number of tree removals will take place and where it is practical trees will be transplanted to a new location.

General comment on trees.

The trees are a mixed range of predominately European ornamental species, comprising of Sweet Chestnut, Horse Chestnut, English & Copper Beech, Ash, Maple, Golden Elm, Hawthorn, Robinia, and Flowering Cherry.

Most of the larger mature trees are at least 40 years old with a small number of younger replacement trees aging between 5 – 20 years old.

The trees are generally in good health showing a satisfactory level of annual growth extension, comparable to other trees of the same species within our district. Some of the Flowering Cherry trees west of Howards Drive are showing age related declining health.

I would consider the trees to be approaching around half of their natural lifespan on this site and therefore have the potential to provide ongoing amenity for at least a further 40+ years.

The trees were planted close to the SH boundary, which was common practice at the time to maximise the land area available for farming.

Up until the development of the Queenstown Country Club (QCC) an overhead power line extended for nearly the full length of the Ladies Mile along the southern side.

The power line west of Howards Drive has now been installed underground allowing the trees to develop unimpeded by the previous power line tree maintenance.

East of Howards Drive the power lines remain overhead and therefore this row of trees continues to be pruned to maintain a reduced canopy size to provide the necessary clearance from the power lines.

Summary of trees to be retained, removed, transplanted, and replaced.

A total of 75 trees have been identified within the Ladies Mile Highway and Howards Drive intersection.

Refer **Appendices A** Ka Huanui a Tahuna - Ladies Mile Highway Road Plan SK1001.

The area immediately east and west of the roundabout along the Ladies Mile is where it becomes unavoidable but to remove some trees.

It is proposed to remove 8 x trees from the row on the eastern approach and 7 x trees from the west.

A further 4 x trees at present are being considered as to the feasibility of retaining provided a design solution to work around the trees can be achieved.

Some 9 x smaller grade trees that are suitable to be transplanted will be relocated to new locations, their final placement may be adjacent to the existing site just outside of the proposed road corridor.

A total of 47 x trees will be retained in their current locations plus 9 x trees proposed for transplanting.

Of a total 75 x trees within the projects works site, 56 x trees around 75% of the trees identified are to be retained.

All trees to be removed will be replaced at a ratio of 2 to 1, replacement locations are yet to be determine.

Table: Summary of trees to be retained, removed, transplanted, and replaced.

Species	No.	Retained	Transplanted	Removed	Replacement (x2)
Ash	9	6, 1 to be confirmed	1	1, 1 to be confirmed	2, 2 to be confirmed
English Beech	10	8	0	2	4
Flowering Cherry	19	14, 1 to be confirmed	0	4, 1 to be confirmed	8, 2 to be confirmed
Golden Elm	3	3	0	0	0
Hawthorne	1	1	0	0	0
Horse Chestnut	3	1, 1 to be confirmed	0	1, 1 to be confirmed	2, 2 to be confirmed
London Plane	1	1	0	0	0
Maple	12	3	7	2	4
Ornamental Plum	1	1	0	0	0
Pin Oak	1	0	1	0	0
Robinia	1	0	0	1	2
Sweet Chestnut	14	9, 1 to be confirmed	0	4, 1 to be confirmed	8, 2 to be confirmed
Total	75	47, 4 to be confirmed	9	15, 4 to be confirmed	20, 8 to be confirmed

Trees to be removed.

As identified to facilitate the proposed Roundabout some 15 x trees will require removal.

Outlined below is a brief assessment as to the anticipated life expectancy of the trees noted for removal.

Useful Life Expectancy (ULE)

An assessment of useful life expectancy provides an indication of health and tree appropriateness and involves an estimate of how long a tree is likely to remain in the landscape based on species, stage of life (cycle), health, amenity, environmental services contribution, conflicts with adjacent infrastructure and risk to the community.

It is not a measure of the biological life of the tree within the natural range of the species. It is more a measure of the health status and the tree's positive contribution to the urban landscape. It can assist in the management of the tree population and allow planning for the eventual removal and replacement of extant trees.

Useful Life Expectancy (ULE)

Category	Description
40+ years	The tree is in excellent condition and under normal conditions and with appropriate management is expected to continue as a viable landscape component in excess of 40 years.
20 - 40 years	The tree is in good condition and under normal conditions and with appropriate management is expected to continue as a viable landscape component for 20-40 years.
10 - 20 years	The tree is in fair condition and under normal conditions and with appropriate management is expected to continue as a viable landscape component for 10-20 years.
5 - 10 years	The tree is in fair to poor condition, or it is not a long-lived species. Removal and replacement may be required within the next 10 years.
1 - 5 years	The tree is in poor condition due to advanced decline or structural defect. Removal and replacement may be required within the next 5 years.
0 years	The tree is dead or is considered hazardous in the location. Removal may be required.

		40 yrs +	20-40 yrs	10-20 yrs	5-10 yrs	1-5 yrs	0 yrs
Tree No	Name						
22	Sweet Chestnut	X					
23	Sweet Chestnut	X					
24	Horse Chestnut	X					
25	Sweet Chestnut	X					
26	Sweet Chestnut	X					
27	English Beech	X					
28	Maple	X					
29	Ash	X					
Howards	Drive Intersection						
30	Flowering Cherry					X	
36	Flowering Cherry				X		
38	English Beech	X					
40	Maple				X		
42	Flower Cherry		X				
43	Robinia			X			
44	Flowering Cherry			X			

Tree removal and replacement verse transplanting.

The larger of the trees noted for removal were assessed as to their potential to be transplanted. Outlined below are some considerations as to the feasibility of this option.

- The species such as Sweet & Horse Chestnut, English Beech and Maple are generally difficult species to successfully re-establish as large transplant trees.
- The tree species are reasonably frequent within the district, the main species Sweet Chestnut, numbers in the hundreds in the adjoining property of 516 Ladies Mile.
- The trees canopy, form and stature has been continually modified to facilitate the powerline clearances.
- No obvious location currently has been identified to accommodate these trees on public land.
- The cost associated with transplanting large trees is considerable.

Trees identified for transplanting.

The 9 trees, 7 x Maples (*Jeffersred*) predominantly along Howards Drive and 1 x Ash on SH6 are of a size and are recently established on this site, therefore transplanting these trees will have a high level of success.

1 x Pin Oak larger specimen planted along the frontage of the (QCC) is also recently established and a species that will tolerate transplanting successfully.

Trees to be retained.

The proposal is to retain some 47 trees + 9 x trees to be transplanted.

The trees located to the west of Howards Drive where the power has been undergrounded approximately 4 years ago are already beginning to recover from their regular canopy pruning and re-establish a more natural canopy shape, this will continue over time.

It is anticipated that the trees will require a degree of ongoing pruning maintenance because of their proximity to the State Highway.

The larger specimen trees such as the Chestnuts, English Beech and Ash will over time have the potential to develop their canopy sufficiently that a portion of the tree canopy may eventually overhang the highway (some decades away).

The long-term amenity derived from these trees is likely to become increasingly important as they continue to mature.

Tree replacement.

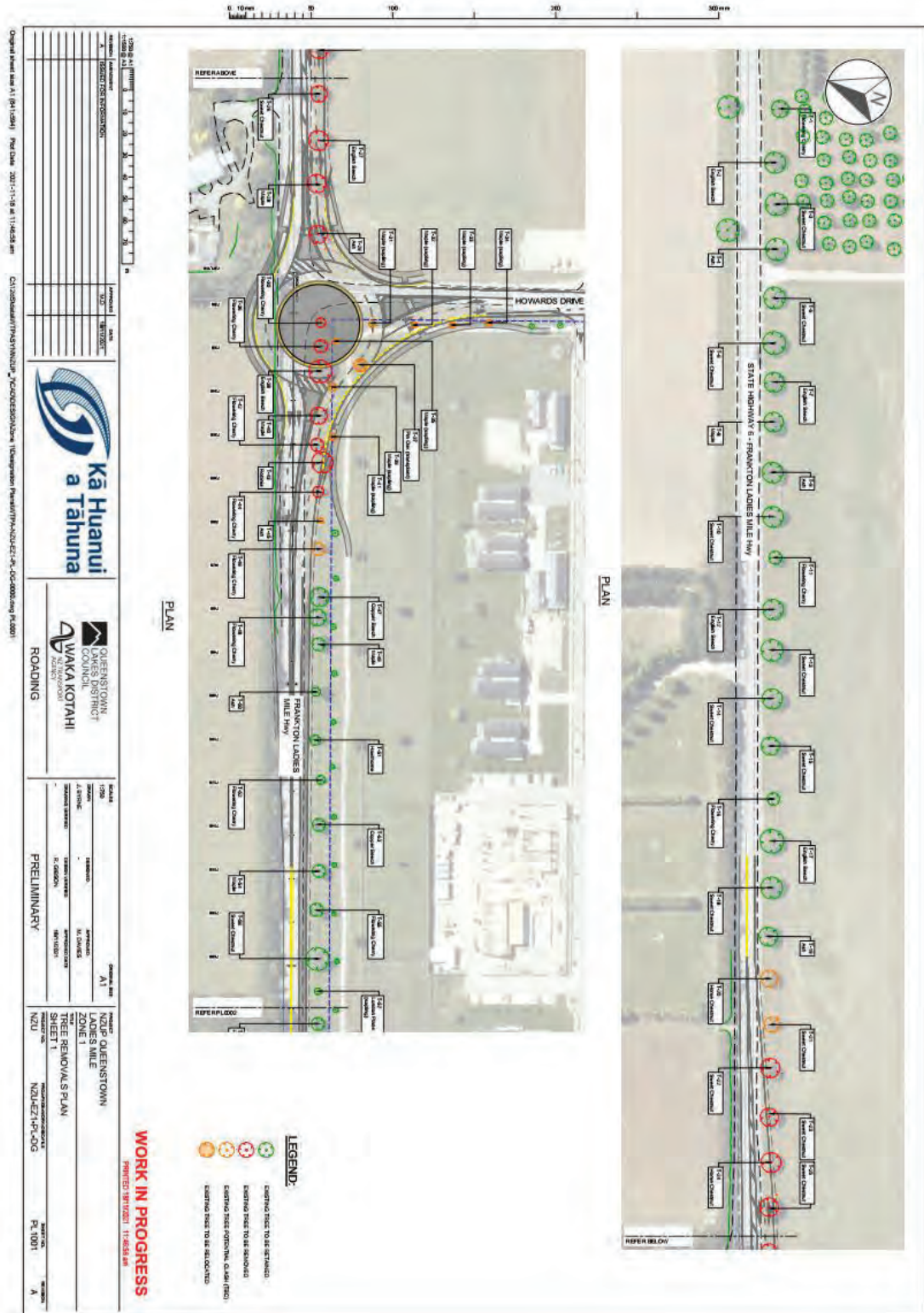
It is anticipated some 30+ new trees will be planted, a portion of which will be located within the proposed design and the balance locations to be confirmed, with potential to investigate other sites along the State Highway 6 as potential planting sites.

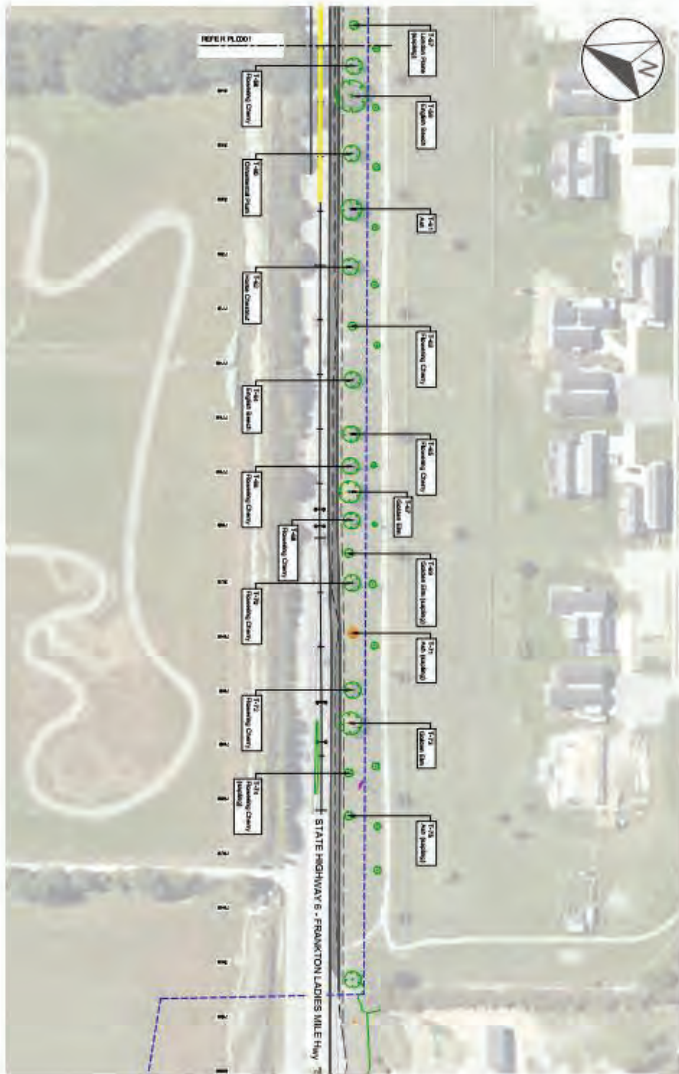
Tree species will be determined based on the appropriate tree type for the new locations.

Appendices A	-Site Plan
Appendices B	-Typical Cross Section of Roading
Appendices C	-Site –Survey Data and Photos (Bus Lane).
Appendices D	-Site Photos

PLEASE NOTE: New Zealand Tree Care Ltd has taken every effort to ensure that all statements in this report are accurate and correct at the time of the assessment. However, trees are a natural, dynamic living entity and as such it is not possible to fully guarantee growth characteristics etc. This report is supplied as guide to the management of the tree. All inspections have taken place from ground level and no samples have been taken. No internal decay diagnostic equipment was used. All dimensions have been estimated, tree locations and numbers surveyed.

Appendices A Site Plans





PLAN

- LEGEND:**
- EXISTING TREE TO BE RETAINED
 - EXISTING TREE TO BE REMOVED
 - EXISTING TREE POTENTIAL CLEARANCE
 - EXISTING TREE TO BE REPLANTED

PROJECT NO.	1720
PROJECT NAME	STATE HIGHWAYS - FRANKTON LADIES MILE HWY
DATE	11/08/2021
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...



PROJECT NO.	1720	DATE	11/08/2021
PROJECT NAME	STATE HIGHWAYS - FRANKTON LADIES MILE HWY	DESIGNED BY	...
DATE	11/08/2021	CHECKED BY	...
		APPROVED BY	...

PROJECT NO.	1720	DATE	11/08/2021
PROJECT NAME	STATE HIGHWAYS - FRANKTON LADIES MILE HWY	DESIGNED BY	...
DATE	11/08/2021	CHECKED BY	...
		APPROVED BY	...

WORK IN PROGRESS

Original sheet size A1 (841 x 1189) Plot Date: 2021-11-18 at 11:46:33 am C:\Users\matt\Documents\1720\Queenstown Lakes District Council\1720-FRANKTON LADIES MILE HWY\1720-FRANKTON LADIES MILE HWY-ROADWORKING PLAN.DWG

Appendices C -Site –Survey Data and Photos (Bus Lane).

Tree 47 (Copper Beech).



Tree 47. (Copper Beech)

Tree setback from kerb est: 2.7m. (TBC)
Trench setback from tree: 2.4m.
Hole Depth: 650mm Hole Length: 2400mm.

No tree roots identified greater than 25mm
in Φ diameter.

13 x Φ 10 - 25mm @ 100 - 300mm depth.
40 x Φ 4 - 10mm @ 100 - 300mm depth.
Fibrous roots less < 4mm. located sparsely through
upper soil layer at a depth of 100 - 400mm.

Estimate 85% of root at 100 – 300mm depth.

Fewer large tree roots than anticipated.
Tree canopy encroaches.

Trench view east.



Trench view west.



Tree 54 (Field Maple).



Tree 54. (Field Maple)

Tree setback from kerb est: 2.0m.

Trench setback from tree: 1350m. (TBC)

Hole Depth: 600mm Hole Length: 2100mm.

1 x Φ 65mm @ 250mm depth.

1 x Φ 50mm @ 200mm depth.

20 x Φ 10 - 25mm @ 100 - 300mm depth.

12 x Φ 4 - 10mm @ 100 - 300mm depth.

40+ x Φ 4mm or less @ 100 - 300mm depth.

Fibrous roots less < 4mm. located through upper soil layer at a depth of 100 - 400mm.

Estimate 90% of root at 100 – 300mm depth

2 x larger roots identified; kerb estimated at 1350mm close to tree.

Tree canopy encroaches slightly.

Trench view east.



Trench view west.



Tree 56 (Sweet Chestnut).



Tree 56. (Sweet Chestnut)

Tree setback from kerb est: 2.4m. (TBC)

Trench setback from tree: 2.1m.

Hole Depth: 600mm Hole Length: 2400mm.

No tree roots identified greater than 25mm in Φ diameter.

7 x Φ 10 - 25mm @ 100 - 300mm depth.

35 x Φ 4 - 10mm @ 100 - 300mm depth.

Fibrous roots less < 4mm. located through upper soil layer at a depth of 100 - 400mm.

Estimate 90% of root at 100 - 400mm depth

Fewer large roots than anticipated.

Tree canopy encroaches.

Trench view east.



Trench view west.



Tree 65 (Flowering Cherry).



Tree 65. (Flowering Cherry)

Tree setback from kerb est: 2.2m. (TBC)

Trench setback from tree: 1.5m.

Hole Depth: 600mm Hole Length: 2500mm.

1 x Φ 50mm @ 200mm depth.

2 x Φ 35mm @ 200mm depth

6 x Φ 10 - 25mm @ 100 - 300mm depth.

12 x Φ 4 - 10mm @ 100 - 300mm depth.

small % of fibrous roots less < 4mm. located through upper soil layer at a depth of 100 - 300mm.

Estimate 90% Of root at 100 – 300mm depth

Fewer large roots than anticipated given setback of 1.4m to kerb.

Tree canopy encroaches.

Trench view east.



Trench view west.



Appendices D -Site Photos



**Trees proposed for removal
west of Howards Drive**



**Trees proposed for removal
east of Howards Drive**



**Trees
proposed for
transplanting
8 x Maples
(Jeffersred)
1 x Pin Oak**



View Instrument Details

Instrument No. 10855629.3
 Status Registered
 Date & Time Lodged 19 Dec 2017 13:40
 Lodged By Walker, Anna Charlotte
 Instrument Type Easement Instrument

Toitu te
 Land whenua
 Information
 New Zealand



Affected Computer Registers	Land District
635625	Otago
OT5C/21	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 5002336.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 10691317.2 has consented to this transaction and I hold that consent

Signature

Signed by Anna Charlotte Walker as Grantor Representative on 15/01/2018 09:03 AM

Grantee Certifications

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

Signature

Signed by Robert Finlayson Craigie as Grantee Representative on 16/01/2018 02:42 PM

*** End of Report ***

Form B

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

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

Grantor

Queenstown Country Club Limited

Grantee

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Paranaia Lemaire-Sicre

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	All of the Servient Tenement	Lot 500 DP 470412 (CT 635625)	Lot 1 DP 12822 and Lot 16 DP 12921 (CT OT5C/21)

QUE9913 5928044 2

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

QUE9913 5828044 2

Annexure Schedule 1

1. Background

- 1.1 The Grantor is the registered proprietor of the Servient Land.
- 1.2 The Grantee is the registered proprietor of the Dominant Land.
- 1.3 The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

2. Covenants in Relation to Pet Lodge

- 2.1 The Grantor covenants that it will not:
 - 2.1.1 Make any complaint to any regulatory authority regarding the operation of a pet lodge on the Dominant Land.
 - 2.1.2 Use or permit to be used any fireworks on the Servient Land;
 - 2.1.3 Object, or lodge any submission against any resource consent proposal by the registered proprietor of the Dominant Land for any future development or use of the Dominant Landtogether the "Covenants".
- 2.2 The Covenants shall bind the Grantor, any registered proprietor of the Servient Land, and any lessee, licensee, or resident of the Servient Land (whether directly or indirectly through another person) from objecting to or complaining about any matters set out in the Covenants or bringing any proceedings or taking any steps to in any way restrict, constrain, or prohibit any of the activities undertaken by the Grantee on the Dominant Land recorded in the Covenants.
- 2.3 The Covenants shall also bind Fraser Sanderson personally as sole director of the Grantor.



View Instrument Details

Instrument No. 10855629.4
 Status Registered
 Date & Time Lodged 19 Dec 2017 13:40
 Lodged By Walker, Anna Charlotte
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
318605	Otago
OT5C/21	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 5002336.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 10717943.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 7636760.9 has consented to this transaction and I hold that consent

Signature

Signed by Anna Charlotte Walker as Grantor Representative on 15/01/2018 09:03 AM

Grantee Certifications

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

Signature

Signed by Robert Finlayson Craigie as Grantee Representative on 16/01/2018 02:43 PM

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

Form B

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

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

Grantor

Queenstown Commercial Limited

Grantee

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Paraniahia Lemaire-Sicre

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	All of the Servient Tenement	Lot 403 DP 379403 (CT 318605)	Lot 1 DP 12822 and Lot 16 DP 12921 (CT OT5C/21)

QUE9913 6219590.2

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

QUE9913 6219590.2

Annexure Schedule 1

1. Background

- 1.1 The Grantor is the registered proprietor of the Servient Land.
- 1.2 The Grantee is the registered proprietor of the Dominant Land.
- 1.3 The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

2. Covenants in Relation to Pet Lodge

- 2.1 The Grantor covenants that it will not:
 - 2.1.1 Make any complaint to any regulatory authority regarding the operation of a pet lodge on the Dominant Land.
 - 2.1.2 Use or permit to be used any fireworks on the Servient Land;
 - 2.1.3 Object, or lodge any submission against any resource consent proposal by the registered proprietor of the Dominant Land for any future development or use of the Dominant Landtogether the "Covenants".
- 2.2 The Covenants shall bind the Grantor, any registered proprietor of the Servient Land, and any lessee, licensee, or resident of the Servient Land (whether directly or indirectly through another person) from objecting to or complaining about any matters set out in the Covenants or bringing any proceedings or taking any steps to in any way restrict, constrain, or prohibit any of the activities undertaken by the Grantee on the Dominant Land recorded in the Covenants.
- 2.3 The Covenants shall also bind Fraser Sanderson personally as director of the Grantor.



View Instrument Details

Instrument No. 11145861.4
 Status Registered
 Date & Time Lodged 17 Aug 2018 16:07
 Lodged By Needham, Michelle Rose
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
807816	Otago
807817	Otago
OT12D/1629	Otago
OT5C/21	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 5002336.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required

Signature

Signed by Samuel William Nelson as Grantor Representative on 17/08/2018 09:19 AM

Grantee Certifications

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

Signature

Signed by Robert Finlayson Craigie as Grantee Representative on 15/08/2018 04:27 PM

*** End of Report ***

Form B

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

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

Grantor

Queenstown Country Club Limited

Grantee

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Paraniahia Lemaire-Sicre

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	All of the Servient Tenement	Lot 2 DP 516376 (CT 807816) and Lot 3 DP 516376, Section 2 SO Plan 504524 and Section 9 SO Plan 504525 (CT 807817) and Section 129 Block III Shotover Survey District (CT OT12D/1629)	Lot 1 DP 128822 and Lot 16 DP 12921 (CT OT5C/21)

QUE9912 6744700.1

Form B - continued

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

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

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

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

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

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

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 _____]~~

QUE9912 6744700.1

Annexure Schedule 1

1. Background

- 1.1 The Grantor is the registered proprietor of the Servient Land.
- 1.2 The Grantee is the registered proprietor of the Dominant Land.
- 1.3 The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

2. Covenants in Relation to Pet Lodge

- 2.1 The Grantor covenants that it will not:
 - 2.1.1 Make any complaint to any regulatory authority regarding the operation of a pet lodge on the Dominant Land.
 - 2.1.2 Use or permit to be used any fireworks on the Servient Land;
 - 2.1.3 Object, or lodge any submission against any resource consent proposal by the registered proprietor of the Dominant Land for any future development or use of the Dominant Landtogether the "Covenants".
- 2.2 The Covenants shall bind the Grantor, any registered proprietor of the Servient Land, and any lessee, licensee, or resident of the Servient Land (whether directly or indirectly through another person) from objecting to or complaining about any matters set out in the Covenants or bringing any proceedings or taking any steps to in any way restrict, constrain, or prohibit any of the activities undertaken by the Grantee on the Dominant Land recorded in the Covenants.
- 2.3 The Covenants shall also bind Fraser Sanderson personally as director of the Grantor.

QUE9912 6744700.1



SCHEDULE A

Area	Legal Description	Certificate of Title	Encumbrances
23.7023 ha	Section 29 and part Sections 30 and 31 Block III Shotover Survey District	15B/799 ✓	<ol style="list-style-type: none"> 1. Section 308(4) Local Government Act 1974 2. Irrigation Agreement X16141 3. 462350/1 Fencing Provision 4. Easement Certificate 754597/2 5. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12, 769962 6. Land Covenants in Deed 769961/5 7. Mortgage 812858 8. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2, 850246/3, 850246/6, 862985/3 9. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3, 842026/3, 850246/4, 850246/7, 862985/4
80.9830 ha	Lot 7 Deposited Plan 21583 and sections 12, 13, 33, 103 104 and 108 Block III Shotover Survey District	13B/867 ✓	<ol style="list-style-type: none"> 1. Section 308(4)(5) Local Government Act 1974 2. 462350/1 Fencing Provision 3. Mortgage 812858 4. Reservations and conditions imposed by Section 59 Land Act 1948 5. Easements created by Transfers 769961/4, 769961/6, 769961/7 and 769962

Area	Legal Description	Certificate of Title	Encumbrances
20.2343 ha	Sections 32, 41, 42, 43 and 44 Block III Shotover Survey District	10D/383	<ul style="list-style-type: none"> 6. Land Covenants in Deed 769961/5 7. Easements created by Transfers 829946/5, 829946/8, 829946/11, 842026/2 8. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 842026/3, 862985/4
✓	✓	✓	<ul style="list-style-type: none"> 1. 462350/1 Fencing Provision 2. 474208 Gazette Notice 3. 812858 Mortgage

Correct for the purposes of the Land Transfer Act



Solicitor for the Parties

QUEENSTOWN LAKES DISTRICT COUNCIL
CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991

IN THE MATTER of Lot 7 Deposited Plan
21583 and Sections 12, 13, 29,
WJ Part ~~29~~ 30, Part 31, 32, 33, 41,
42, 43, 44, 103, 104 and
108 Block III Shotover
Survey District (Otago
Land Registry)

AND

IN THE MATTER of Subdivision Consent
pursuant to Sections 105,
108, 220 and 221 of the
Resource Management
Act 1991

Pursuant to Section 108(2) of the Resource Management Act 1991 the Queenstown Lakes District Council by resolution passed under delegated authority on 9 April 1992 imposed the following condition on the subdivision of Lot 7 Deposited Plan 21583 and Sections 29, 30 and Part 31 Block III Shotover Survey District:

- "a. That no further dwelling may be erected upon that balance farm property as an accessory to the existing farming use now being carried out on that balance farm property;
- b. That (this restriction) shall have effect during the five year period commencing on the date of this Resource Consent. At the completion of the five year period the Council will review the matter and determine if (this restriction) should continue. The review can be undertaken in terms of Section 128(a)(i) of the Resource Management Act 1991."

WJ 124.9196
For the purpose of condition (a) detailed above, the "balance farm property" comprises that area containing ~~124.8998~~ hectares being Lot 7 Deposited Plan 21583 and Sections 12, 13, 29, *WJ* Part ~~29~~ 30, Part 31, 32, 33, 41, 42, 43, 44, 103, 104 and 108 Block III Shotover Survey District described in Certificates of Title 13B/867 and 10D/383 and ~~the balance of Certificate of Title 12A/464 remaining after the subdivision of Lot 1 containing 7580 m² (Otago Registry), 15B/799~~ as more particularly described in attached Schedule A.

The "date of this Resource Consent" pursuant to condition (b) above, being the date the Resource Consent was issued, is 22 April 1992.

DATED at Queenstown this *13* day of *OCTOBER* 1992

WJ

.....
KEITH GRANTHAM
CHIEF EXECUTIVE

(Principal Administration Officer for
Queenstown Lakes District Council)

CONSENT NOTICE PURSUANT
TO SECTION 221
RESOURCE MANAGEMENT ACT

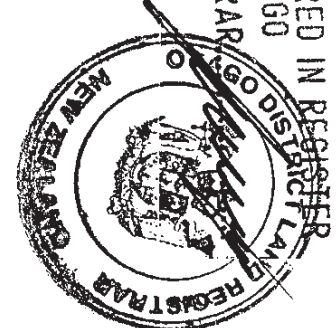
QUEENSTOWN LAKES DISTRICT COUNCIL



Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below:

.....
District/Assistant Land Registrar of the District of Otago

9.30 23.FEB.95 876500
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
156/799
138/867
100/383



ANDERSON LLOYD
SOLICITORS
QUEENSTOWN
g50.doc



SCHEDULE A

Area	Legal Description	Certificate of Title	Encumbrances
23.7023 ha	Section 29 and part Sections 30 and 31 Block III Shotover Survey District	15B/799 ✓	<ol style="list-style-type: none"> 1. Section 308(4) Local Government Act 1974 2. Irrigation Agreement X16141 3. 462350/1 Fencing Provision 4. Easement Certificate 754597/2 5. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12, 769962 6. Land Covenants in Deed 769961/5 7. Mortgage 812858 8. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2, 850246/3, 850246/6, 862985/3 9. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3, 842026/3, 850246/4, 850246/7, 862985/4
80.9830 ha	Lot 7 Deposited Plan 21583 and sections 12, 13, 33, 103 104 and 108 Block III Shotover Survey District	13B/867 ✓	<ol style="list-style-type: none"> 1. Section 308(4)(5) Local Government Act 1974 2. 462350/1 Fencing Provision 3. Mortgage 812858 4. Reservations and conditions imposed by Section 59 Land Act 1948 5. Easements created by Transfers 769961/4, 769961/6, 769961/7 and 769962

Area	Legal Description	Certificate of Title	Encumbrances
20.2343 ha	Sections 32, 41, 42, 43 and 44 Block III Shotover Survey District	10D/383	<ul style="list-style-type: none"> 6. Land Covenants in Deed 769961/5 7. Easements created by Transfers 829946/5, 829946/8, 829946/11, 842026/2 8. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 842026/3, 862985/4
✓	✓	✓	<ul style="list-style-type: none"> 1. 462350/1 Fencing Provision 2. 474208 Gazette Notice 3. 812858 Mortgage

Correct for the purposes of the Land Transfer Act



Solicitor for the Parties

QUEENSTOWN LAKES DISTRICT COUNCIL
CONSENT NOTICE PURSUANT TO SECTION 221
RESOURCE MANAGEMENT ACT 1991

IN THE MATTER of Lot 7 Deposited Plan
21583 and Sections 12, 13, 29,
WJ Part ~~29~~ 30, Part 31, 32, 33, 41,
42, 43, 44, 103, 104 and
108 Block III Shotover
Survey District (Otago
Land Registry)

AND

IN THE MATTER of Subdivision Consent
pursuant to Sections 105,
108, 220 and 221 of the
Resource Management
Act 1991

Pursuant to Section 108(2) of the Resource Management Act 1991 the Queenstown Lakes District Council by resolution passed under delegated authority on 9 April 1992 imposed the following condition on the subdivision of Lot 7 Deposited Plan 21583 and Sections 29, 30 and Part 31 Block III Shotover Survey District:

- "a. That no further dwelling may be erected upon that balance farm property as an accessory to the existing farming use now being carried out on that balance farm property;
- b. That (this restriction) shall have effect during the five year period commencing on the date of this Resource Consent. At the completion of the five year period the Council will review the matter and determine if (this restriction) should continue. The review can be undertaken in terms of Section 128(a)(i) of the Resource Management Act 1991."

WJ 124.9196
For the purpose of condition (a) detailed above, the "balance farm property" comprises that area containing ~~124.8998~~ hectares being Lot 7 Deposited Plan 21583 and Sections 12, 13, 29, *WJ* Part ~~29~~ 30, Part 31, 32, 33, 41, 42, 43, 44, 103, 104 and 108 Block III Shotover Survey District described in Certificates of Title 13B/867 and 10D/383 and ~~the balance of Certificate of Title 12A/464 remaining after the subdivision of Lot 1 containing 7580 m² (Otago Registry), 15B/799~~ as more particularly described in attached Schedule A.

The "date of this Resource Consent" pursuant to condition (b) above, being the date the Resource Consent was issued, is 22 April 1992.

DATED at Queenstown this *13* day of *OCTOBER* 1992

WJ

.....
KEITH GRANTHAM
CHIEF EXECUTIVE

(Principal Administration Officer for
Queenstown Lakes District Council)

CONSENT NOTICE PURSUANT
TO SECTION 221
RESOURCE MANAGEMENT ACT

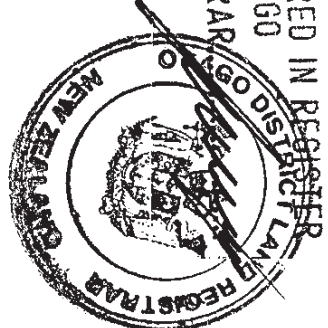
QUEENSTOWN LAKES DISTRICT COUNCIL



Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below:

.....
District/Assistant Land Registrar of the District of Otago

9.30 23.FEB.95 876500
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
156/799
138/867
100/383



ANDERSON LLOYD
SOLICITORS
QUEENSTOWN
g50.doc



View Instrument Details

Instrument No. 9976264.1
 Status Registered
 Date & Time Lodged 14 Apr 2015 15:59
 Lodged By Brownlie, Marilyn Zeitha
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
654601	Otago
OT5A/265	Otago
OT5C/21	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
- I certify that the Caveator under Caveat 9797991.7 has consented to this transaction, which is subject to the Caveat, and I hold that consent
- Mortgage 5002336.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 9797991.6 has consented to this transaction and I hold that consent

Signature

Signed by Antony Victor James Hamel as Grantor Representative on 14/04/2015 02:20 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 Robert Finlayson Craigie as Grantee Representative on 12/03/2015 06:00 PM

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

Form B

Easement instrument to create land covenant

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

Grantor

David John Finlin

Grantee

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Paraniah Lemaire-Sicre

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) a prendre set out in Schedule A, or creates the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant		Lot 1 DP 475308 CT 654601 Sect 49, Sect 54 Blk III Shotover SD CT OT 5A/265	Lot 1 DP 12822 and Lot 16 DP 12921 CT OT 5C/21

Form B – continued

Page 2 of 3 Pages

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 the provisions set out in Annexure Schedule 2

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]~~

Instrument type: Easement Instrument

ANNEXURE SCHEDULE 2

Background

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

Operative Part

1. Interpretation

- 1.1. For the purposes of this Annexure Schedule 2:
 - a. "Covenant" means the covenant set out in clause 2.
 - b. "Grantee" means the registered proprietor from time to time of the Dominant Tenement together with any invitees on the Dominant Tenement.
 - c. "Grantor" means the registered proprietor from time to time of the Servient Tenement together with any tenants, occupiers or any invitees on the Servient Tenement.
 - d. "Instrument" means this easement instrument including the front page of this instrument, Schedule A and all annexure schedules.

2. Covenant

- 2.1. **The Grantor shall not make any complaint to any regulatory authority regarding the operation of the Pet Lodge on the Dominant Tenement; and**
- 2.2. **The Grantor shall not use or permit to be used any fireworks within the Servient Tenement.**

3. General Covenants

- 3.1. The Grantor covenants and agrees:
 - a. To observe and perform the Covenant contained in this Instrument at all times; and
 - b. that the Covenant contained in this Instrument shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Liability

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



View Instrument Details

Instrument No. 10855629.3
Status Registered
Date & Time Lodged 19 Dec 2017 13:40
Lodged By Walker, Anna Charlotte
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
635625	Otago
OT5C/21	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 5002336.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- I certify that the Mortgagee under Mortgage 10691317.2 has consented to this transaction and I hold that consent

Signature

Signed by Anna Charlotte Walker as Grantor Representative on 15/01/2018 09:03 AM

Grantee Certifications

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

Signature

Signed by Robert Finlayson Craigie as Grantee Representative on 16/01/2018 02:42 PM

*** End of Report ***

Form B

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

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

Grantor

Queenstown Country Club Limited

Grantee

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Paraniahia Lemaire-Sicre

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant	All of the Servient Tenement	Lot 500 DP 470412 (CT 635625)	Lot 1 DP 12822 and Lot 16 DP 12921 (CT OT5C/21)

QUE9913 5928044 2

Form B - continued

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

QUE9913 5828044 2

Annexure Schedule 1

1. Background

- 1.1 The Grantor is the registered proprietor of the Servient Land.
- 1.2 The Grantee is the registered proprietor of the Dominant Land.
- 1.3 The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

2. Covenants in Relation to Pet Lodge

- 2.1 The Grantor covenants that it will not:
 - 2.1.1 Make any complaint to any regulatory authority regarding the operation of a pet lodge on the Dominant Land.
 - 2.1.2 Use or permit to be used any fireworks on the Servient Land;
 - 2.1.3 Object, or lodge any submission against any resource consent proposal by the registered proprietor of the Dominant Land for any future development or use of the Dominant Landtogether the "Covenants".
- 2.2 The Covenants shall bind the Grantor, any registered proprietor of the Servient Land, and any lessee, licensee, or resident of the Servient Land (whether directly or indirectly through another person) from objecting to or complaining about any matters set out in the Covenants or bringing any proceedings or taking any steps to in any way restrict, constrain, or prohibit any of the activities undertaken by the Grantee on the Dominant Land recorded in the Covenants.
- 2.3 The Covenants shall also bind Fraser Sanderson personally as sole director of the Grantor.



View Instrument Details

Instrument No. 11465056.12
 Status Registered
 Date & Time Lodged 03 Mar 2020 10:25
 Lodged By Needham, Michelle Rose
 Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
 New Zealand



Affected Records of Title	Land District
807816	Otago
807817	Otago
884963	Otago
OT12D/1629	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantor Representative on 25/02/2020 10:00 AM

Covenantee Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantee Representative on 25/02/2020 10:00 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Queenstown Country Club Village Limited

Covenantee

Sanderson QCC Limited

Grant of Covenant

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	All	Lot 1 DP 531988 (884963)	Lot 2 DP 516376 (807816) Section 2 SO Plan 504524 and Section 9 SO Plan 504525 and Lot 3 DP 516376 (807817) Section 129 Block III Shotover Survey District (OT12D/1629)

100366682/7130577.2

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

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

Continue in additional Annexure Schedule if required.

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

SCHEDULE B**1 INTRODUCTION**

- 1.1 The Covenantor is the registered owner of the freehold estate in the property comprised in the record of title registered as the "burdened land" in Schedule A of this instrument ("**Burdened Land**").
- 1.2 The Covenantee is the registered proprietor of the freehold estate in the property comprised in the computer interest registered as the "benefited land" in Schedule A of this instrument ("**Benefited Land**").
- 1.3 The Covenantor and the Covenantee wish to enter into this covenant to restrict the rights of the Covenantor in relation to the Burdened Land.

2 COVENANTS

- 2.1 The Covenantor, for itself and its successors in title to the Burdened Land, hereby covenants and agrees with the Covenantee for itself and its successors in title to the Benefited Land that the Covenantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in this covenant to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed enure for the benefit of and be appurtenant to the whole of the Benefited Land and every part thereof provided that the Covenantor and any successor in title shall only be liable in respect of breaches of this covenant while it is the registered proprietor of any part of the Burdened Land.
- 2.2 The Covenantor, either personally or through any agent or employee, will not at any time:
- (a) directly or indirectly, lodge or support in any way any objection or submission (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any resource consent or plan change application by the Covenantee to subdivide, the Benefited Land for a residential subdivision of not more than 150 separate titles and the associated environmental effects arising from such activities (including, without limitation, noise, vibrations, dust, the effects of transportation on access ways and/or roads and other incidental effects);
 - (ii) any application for a building consent for any building or structure to be built on the Benefited Land; and
 - (iii) any activities carried out by the Covenantee on the Benefited Land (provided that such activities are being carried out in compliance with any resource consents and all applicable laws);
 - (b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with the activities described in sub-clauses 2.2(a)(i) to (iii);
 - (c) do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any of the

activities described in sub-clauses 2.2(a)(i) to (iii) above; and

- (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 2.2(a) to (c) (inclusive) above;

- 2.3 The Covenantor (and its successors in title) hereby gives written approval for the purposes of the Resource Management Act 1991 to any subdivision, development or use (in accordance with clause 2.2(a)(i) to (iii)) of the Benefited Land and in the event of failing to do so, the Covenantee shall be entitled to provide a copy of this Instrument to the relevant consent authority as evidence that such written approval is given.
- 2.4 The Covenantor will indemnify and undertakes to keep the Covenantee at all times fully and effectively indemnified against all losses, liabilities, costs, claims, charges, expenses, actions and demands which the Covenantee may incur as a result of a breach of the terms and conditions of this instrument by the Covenantor.
- 2.5 In the event that the Covenantor subdivides the Burdened Land then this covenant needs to remain registered on all new titles. If necessary, the Covenantor and Covenantee shall enter into such documentation (at the Covenantor's cost) as required to surrender this covenant and register replacement covenants on the same terms and conditions as this covenant against all relevant titles and the Covenantor shall obtain the consent of any mortgagee and/or encumbrancee of the land contained in the new titles for the Burdened Land to the registration of the replacement covenant(s).



View Instrument Details

Instrument No. 11465056.9
 Status Registered
 Date & Time Lodged 03 Mar 2020 10:25
 Lodged By Needham, Michelle Rose
 Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
 New Zealand



Affected Records of Title	Land District
884963	Otago
884964	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantor Representative on 25/02/2020 10:00 AM

Covenantee Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantee Representative on 25/02/2020 10:00 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Queenstown Commercial Limited

Covenantee

Queenstown Country Club Village Limited

Grant of Covenant

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	All	Lot 2 DP 531988 (884964)	Lot 1 DP 531988 (884963)

100366682/7130228.2

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

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

Continue in additional Annexure Schedule if required.

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

SCHEDULE B**1 INTRODUCTION**

- 1.1 The Covenantor is the registered owner of the freehold estate in the property comprised in the record of title registered as the "burdened land" in Schedule A of this instrument ("**Burdened Land**").
- 1.2 The Covenantee is the registered proprietor of the freehold estate in the property comprised in the computer interest registered as the "benefited land" in Schedule A of this instrument ("**Benefited Land**").
- 1.3 The Covenantor and the Covenantee wish to enter into this covenant to restrict the rights of the Covenantor in relation to the Burdened Land.

2 DEFINITIONS

- 2.1 In this instrument unless the context requires otherwise:
- "**Retirement Village**" means buildings, infrastructure and services primarily targeted at the over 65 population which may include (but are not limited to):
- (i) serviced apartments;
 - (ii) care homes with rest home and hospital care;
 - (iii) aged care facilities;
 - (iv) independent living accommodation; and
 - (v) common facilities and ancillary services and offerings which, at the time of the development are found in retirement villages.

3 COVENANTS

- 3.1 The Covenantor, for itself and its successors in title to the Burdened Land, hereby covenants and agrees with the Covenantee for itself and its successors in title to the Benefited Land that the Covenantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in this covenant to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed enure for the benefit of and be appurtenant to the whole of the Benefited Land and every part thereof provided that the Covenantor and any successor in title shall only be liable in respect of breaches of this covenant while it is the registered proprietor of any part of the Burdened Land.
- 3.2 The Covenantor, or any subsequent owner, lessee or any other party with an interest in the Burdened Land covenants with the Covenantee that the Burdened Land will not be developed, leased or used as a Retirement Village.
- 3.3 The Covenantor, either personally or through any agent or employee, will not at any time:
- (a) directly or indirectly, lodge or support in any way any objection or submission (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any resource consent application by the Covenantee to subdivide, develop or use the Benefited Land for any Retirement Village or associated services use and the associated environmental effects arising from such activities (including, without limitation, noise,

vibrations, dust, the effects of transportation on access ways and/or roads and other incidental effects);

- (ii) any application for a building consent for any building or structure to be built on the Benefited Land; and
 - (iii) any activities carried out by the Covenantee on the Benefited Land (provided that such activities are being carried out in compliance with any resource consents and all applicable laws);
- (b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with the activities described in sub-clauses 3.3(a)(i) to (iii);
 - (c) do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any of the activities described in sub-clauses 3.3(a)(i) to (iii) above; and
 - (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 3.3(a) to (c) (inclusive) above;
- 3.4 The Covenantor (and its successors in title) hereby gives written approval for the purposes of the Resource Management Act 1991 to any subdivision, development or use (in accordance with clause 3.3(a)(i) to (iii)) of the Benefited Land and in the event of failing to do so, the Covenantee shall be entitled to provide a copy of this Instrument to the relevant consent authority as evidence that such written approval is given.
- 3.5 The Covenantor will indemnify and undertakes to keep the Covenantee at all times fully and effectively indemnified against all losses, liabilities, costs, claims, charges, expenses, actions and demands which the Covenantee may incur as a result of a breach of the terms and conditions of this instrument by the Covenantor.
- 3.6 In the event that the Covenantor subdivides the Burdened Land then this covenant needs to remain registered on all new titles. If necessary, the Covenantor and Covenantee shall enter into such documentation (at the Covenantor's cost) as required to surrender this covenant and register replacement covenants on the same terms and conditions as this covenant against all relevant titles and the Covenantor shall obtain the consent of any mortgagee and/or encumbrancee of the land contained in the new titles for the Burdened Land to the registration of the replacement covenant(s).



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



Identifier OT5C/21
Land Registration District Otago
Date Issued 22 August 1973

Prior References

OT5A/269

Estate	Fee Simple
Area	1.2141 hectares more or less
Legal Description	Lot 1 Deposited Plan 12822 and Lot 16 Deposited Plan 12921

Registered Owners

Roland Gilbert Fernand Charles Lemaire-Sicre and Keri Parania Lemaire-Sicre

Interests

Subject to Section 36 (4) Counties Amendment Act 1961

Appurtenant hereto is a right to convey water over part Sections 14 CT OT5A/277, 45, 46 and 50 CT OT5C/22 and 47 CT OT5A/267 Block III Shotover District created by Transfer 409093

Fencing Provision in Transfer 409093

474208 Gazette Notice declaring the State Highway No.6 adjoining the within land to be a limited access road from 14th December 1976 - 4.3.1977 at 10.18 am

5002336.3 Mortgage to Southland Building Society - 23.5.2000 at 9:00 am

Land Covenant in Transfer 7374945.1 - 17.5.2007 at 9:00 am

Land Covenant in Easement Instrument 9976264.1 - 14.4.2015 at 3:59 pm

Land Covenant in Easement Instrument 10855629.3 - 19.12.2017 at 1:40 pm

Land Covenant in Easement Instrument 10855629.4 - 19.12.2017 at 1:40 pm

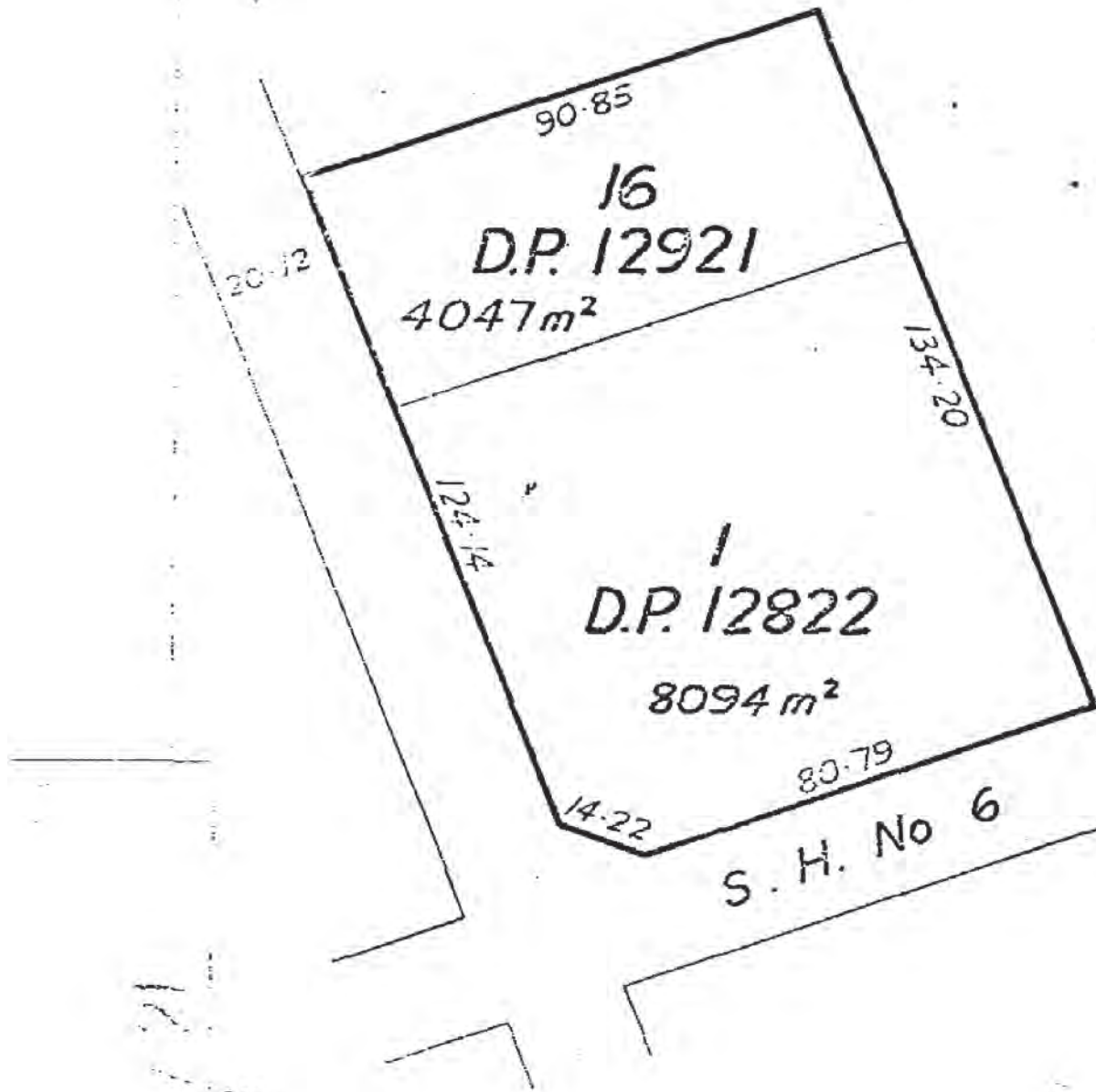
Land Covenant in Easement Instrument 11145861.4 - 17.8.2018 at 4:07 pm

11915613.1 Revocation of Land Covenant 10855629.4 as to Lot 4 DP 553230 - 13.9.2021 at 8:59 am

12351490.1 Notice pursuant to Section 18 Public Works Act 1981 - 21.1.2022 at 8:22 am (affects Lot 1 DP 12822)

Identifier

OT5C/21



Scale: 1 inch = ...
Total Area : 1.2141 ha

Transfer instrument

Section 90, Land Transfer Act 1952

T 7374945.1 Transfer

Cpy - 01/03, Pgs - 004, 16/05/07.15



Land registration district

OTAGO

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

OT 5C/22

ALL

Transferor

Surname(s) must be underlined

ROYDEN JOHN SOMERVILLE and LENORE SOMERVILLE

Transferee

Surname(s) must be underlined

~~**ROYDEN JOHN SOMERVILLE and LENORE SOMERVILLE**~~

ROLAND GILBERT FERNAND CHARLES LEMAIRE-SICRE and KERI PARANAHIA LEMAIRE-SICRE

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created

State if fencing covenant imposed.


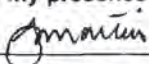
~~**Fee Simple subject to the land covenants in the annexure schedule**~~

Operative clause

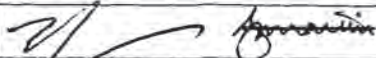
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 2nd day of March 2007

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

 L. Somerville	Signed in my presence by the Transferor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name N J MARTIN Occupation SOLICITOR Address DUNEDIN
Signature [common seal] of Transferor	

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



[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

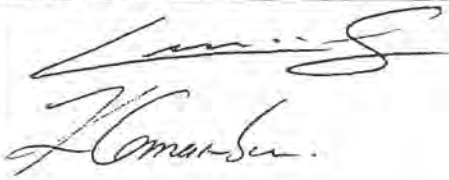
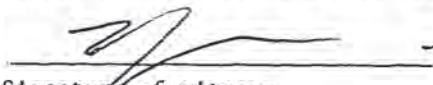
Transfer Dated 2 March 2007 Page 2 of 3 pages

(Continue in additional Annexure Schedule, if required.)

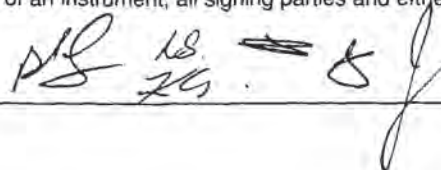
WHEREAS the Transferor covenants with the Transferee to the intent that the land covenants set out below will be restrictive covenants forever running with the land for the benefit of the land in all certificate of title OT 5C/21.

1. The Transferor shall not complain to any regulatory authority in respect of the operation of a pet animal lodge by the registered proprietor of the land in all certificate of title OT 5C/21 on such land.
2. The Transferor shall liaise with the registered proprietor of the land in all certificate of title OT 5C/21 when a resource consent application is filed in respect of the existing bore on the land in all certificate of title OT 5C/22.

Attestation

 Signature of Transferee	Signed in my presence by the Transferee  Signature of witness
	Witness name MATTHEW J EDWARDS Occupation SOLICITOR Address QUEENSTOWN

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



Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 2 March 2007

Page 3 of 3 pages

(Continue in additional Annexure Schedule, if required.)

SOUTHLAND BUILDING SOCIETY as mortgagee under mortgage 6208130.3 hereby consents to the within Transfer but without prejudice to its rights and powers under the mortgage.

THE COMMON SEAL of
SOUTHLAND BUILDING SOCIETY
was hereunto affixed in the presence
of :-



Christine Marjorie Cooper

Christine Marjorie Cooper
Lending Support

Joanne Marie Toogood

JOANNE MARIE TOOGOOD
Manager Support Centre

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

8 PLS 26 *[Signature]*

Landonline User ID:

LODGING FIRM: McKinnon Aitken Martin

Address: P O Box 870

Dunedin

Uplifting Box Number:

30

ASSOCIATED FIRM:

Client Code / Ref:

SMAM

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ Use only)

Priority Barcodes/Date Stamp

(LINZ use only)

Plan Number: Pre-Allocated or

to be Deposited:

Rejected Dealing Number:

7296611

FOR DEPOSIT ONLY
16/05/2007 15:02
000000#0774 0001
CHEQUE *20.00

Other (state)

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RESUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OTSC/ZZ	T	R J & L Somerville to R G F C & K P Lemaire-Sicre	50.00						\$20	\$70.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? <i>KB 16/5/07</i>	
Subtotal (for this page)	\$70.00
Total for this dealing	\$70.00
Less Fees paid on Dealing # 7296611	\$50.00
Cash/Cheque enclosed for	\$20.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7 28 May 2004



View Instrument Details

Instrument No. 9562502.8
 Status Registered
 Date & Time Lodged 06 Nov 2013 15:51
 Lodged By Bendikson, Heidi Elise
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
-----------------------------	---------------

625247	Otago
103220	Otago
1415	Otago
348101	Otago
348102	Otago
348103	Otago
348104	Otago
348105	Otago
348106	Otago
348107	Otago
601018	Otago
601019	Otago
616854	Otago
627956	Otago
627957	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
- I certify that the Mortgagee under Mortgage 9323689.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9396081.6 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 6487382.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 8481955.4 has consented to this transaction and I hold that consent


Signature

Signed by Kerry Amanda ODonnell as Grantor Representative on 09/09/2013 06:26 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 Samuel William Nelson as Grantee Representative on 03/09/2013 01:25 PM

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

Form B

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

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

Grantor

Shotover Country Limited, Shotover Country No 2 Limited
Donald Sutherland Moffat and Brian Robert Dodds
Joseph William Bagrie and Lucille Miriam Bagrie and Graham Stuart Dick

Grantee

Queenstown Airport Corporation Limited

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

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant (as set out in Annexure Schedule 2)	Lot 7 DP 325561(103220)	Lot 7 DP 325561(103220)	Lot 22 DP 304345 Section 4 SO 407024 Sections 48-52, 108-121, 124-125 SO 459748 (625247)
	Lot 1 DP 300109 (1415)	Lot 1 DP 300109 (1415)	
	Lot 10 DP 386956 (348101)	Lot 10 DP 386956 (348101)	
	Lot 11 DP 386956 (348102)	Lot 11 DP 386956 (348102)	
	Lot 12 DP 386956 (348103)	Lot 12 DP 386956 (348103)	
	Lot 13 DP 386956 (348104)	Lot 13 DP 386956 (348104)	
	Lot 14 DP 386956 (348105)	Lot 14 DP 386956 (348105)	
	Lot 15 DP 386956 (348106)	Lot 15 DP 386956 (348106)	
	Lot 18 DP 386956 (348107)	Lot 18 DP 386956 (348107)	
	Sections 1, 3, 4 SO 441400 (627956)	Sections 1, 3, 4 SO 441400 (627956)	
	Section 5 SO 441400 (627957)	Section 5 SO 441400 (627957)	
	Lot 1 DP 459652 and Lot 5 DP 386956 (601018)	Lot 1 DP 459652 and Lot 5 DP 386956 (601018)	
	Lot 2 DP 459652 and Lot 17 DP 384954 (601019)	Lot 2 DP 459652 and Lot 17 DP 384954 (601019)	
Lot 2 DP 464454 (616854)	Lot 2 DP 464454 (616854)		

HEB-517674-56-180-V2

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

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

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

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

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

[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]

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

Annexure Schedule 2

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Tenement which is also part of the servient tenement under the land covenant in easement instrument 9051224.1 ("Original Covenant").
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement which is also the dominant tenement under the Original Covenant.
- C. The Grantor and Grantee have agreed that the Servient tenement and Dominant Tenement will be subject to the covenants set out in this Instrument

Additional**Operative Part**

The Grantor and Grantee covenant (as between themselves) that the following clause shall be deemed to be added to the Original Covenant as Clause 2.15:

- 2.15 Clause 2.11 of the Original Covenant shall apply to any land which is dedicated in any local authority, territorial authority or the Crown (and vested), subject to paragraphs a. to d. below:
 - a. The land must be dedicated for public purpose or benefit as legal road, recreation reserve or local purpose reserve for public utilities.
 - b. Subject to paragraph d. below, the covenants in the Original Covenant shall not apply in respect of that dedicated land while the land remains dedicated for, and is used for, such purpose(s).
 - c. Clause 2.11 shall cease to apply, and the covenants in the Original Covenant shall have full force and effect:
 - i. where dedicated land is not used for a purpose listed in paragraph a. and is used for any other activity, and in particular if that dedicated land is used for any residential activity; or
 - ii. on any land in respect of which the dedication is subsequently uplifted and is no longer of legal effect.
 - d. Clause 2.5 of the Original Covenant shall continue to apply to land which is dedicated for the purposes listed in paragraph a.

HEB-517674-56-180-V2



View Instrument Details

Instrument No. 11465056.11
Status Registered
Date & Time Lodged 03 Mar 2020 10:25
Lodged By Needham, Michelle Rose
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
807816	Otago
807817	Otago
884963	Otago
OT12D/1629	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantor Representative on 25/02/2020 10:00 AM

Covenantee Certifications

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

Signature

Signed by Michelle Rose Needham as Covenantee Representative on 25/02/2020 10:00 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor**Sanderson QCC Limited****Covenantee****Queenstown Country Club Village Limited****Grant of Covenant**

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	All	Lot 2 DP 516376 (807816) Section 2 SO Plan 504524 and Section 9 SO Plan 504525 and Lot 3 DP 516376 (807817) Section 129 Block III Shotover Survey District (OT12D/1629)	Lot 1 DP 531988 (884963)

QUE99111 8220991.1

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

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

Continue in additional Annexure Schedule if required.

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

SCHEDULE B**1 INTRODUCTION**

- 1.1 The Covenantor is the registered owner of the freehold estate in the property comprised in the record of title registered as the "burdened land" in Schedule A of this instrument ("**Burdened Land**").
- 1.2 The Covenantee is the registered proprietor of the freehold estate in the property comprised in the computer interest registered as the "benefited land" in Schedule A of this instrument ("**Benefited Land**").
- 1.3 The Covenantor and the Covenantee wish to enter into this covenant to restrict the rights of the Covenantor in relation to the Burdened Land.

2 DEFINITIONS

- 2.1 In this instrument unless the context requires otherwise:

"**Retirement Village**" means buildings, infrastructure and services primarily targeted at the over 65 population which may include (but are not limited to):

- (i) serviced apartments;
- (ii) care homes with rest home and hospital care;
- (iii) aged care facilities;
- (iv) independent living accommodation; and
- (v) common facilities and ancillary services and offerings which, at the time of the development are found in retirement villages.

3 COVENANTS

- 3.1 The Covenantor, for itself and its successors in title to the Burdened Land, hereby covenants and agrees with the Covenantee for itself and its successors in title to the Benefited Land that the Covenantor will now and at all times hereafter observe and perform all the stipulations and restrictions contained in this covenant to the end and intent that each of the stipulations and restrictions shall, in a manner and to the extent prescribed enure for the benefit of and be appurtenant to the whole of the Benefited Land and every part thereof provided that the Covenantor and any successor in title shall only be liable in respect of breaches of this covenant while it is the registered proprietor of any part of the Burdened Land.
- 3.2 The Covenantor, or any subsequent owner, lessee or any other party with an interest in the Burdened Land covenants with the Covenantee that the Burdened Land will not be developed, leased or used as a Retirement Village prior to the date that is five (5) years and six (6) months following the date of this covenant.
- 3.3 The Covenantor, either personally or through any agent or employee, will not at any time:
- (a) directly or indirectly, lodge or support in any way any objection or submission (including, without limitation, taking part in any hearing, appeal or reference) against:
 - (i) any resource consent application by the Covenantee to subdivide, develop or use the Benefited Land for any Retirement Village or associated services use and the associated environmental effects arising

OUF99111 8220991.1

from such activities (including, without limitation, noise, vibrations, dust, the effects of transportation on access ways and/or roads and other incidental effects);

- (ii) any application for a building consent for any building or structure to be built on the Benefited Land; and
 - (iii) any activities carried out by the Covenantee on the Benefited Land (provided that such activities are being carried out in compliance with any resource consents and all applicable laws);
- (b) make any demand for damages, costs or expenses, bring any legal action in nuisance or any other action in law or allege any liability arising out of or in connection with the activities described in sub-clauses 3.3(a)(i) to (iii);
 - (c) do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any of the activities described in sub-clauses 3.3(a)(i) to (iii) above; and
 - (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 3.3(a) to (c) (inclusive) above;
- 3.4 The Covenantor (and its successors in title) hereby gives written approval for the purposes of the Resource Management Act 1991 to any subdivision, development or use (in accordance with clause 3.3(a)(i) to (iii)) of the Benefited Land and in the event of failing to do so, the Covenantee shall be entitled to provide a copy of this Instrument to the relevant consent authority as evidence that such written approval is given.
- 3.5 The Covenantor will indemnify and undertakes to keep the Covenantee at all times fully and effectively indemnified against all losses, liabilities, costs, claims, charges, expenses, actions and demands which the Covenantee may incur as a result of a breach of the terms and conditions of this instrument by the Covenantor.
- 3.6 In the event that the Covenantor subdivides the Burdened Land then this covenant needs to remain registered on all new titles. If necessary, the Covenantor and Covenantee shall enter into such documentation (at the Covenantor's cost) as required to surrender this covenant and register replacement covenants on the same terms and conditions as this covenant against all relevant titles and the Covenantor shall obtain the consent of any mortgagee and/or encumbrancee of the land contained in the new titles for the Burdened Land to the registration of the replacement covenant(s).

QUE99111 8220991.1



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



Identifier 884963
Land Registration District Otago
Date Issued 03 March 2020

Prior References

790418

Estate Fee Simple
Area 21.0826 hectares more or less
Legal Description Lot 1 Deposited Plan 531988

Registered Owners

Queenstown Country Club Village Limited

Interests

474208 Gazette Notice declaring the State Highway No.6 adjoining the within land to be a Limited Access Road - 4.3.1977 at 10:18 am

Subject to a right to convey water (in gross) over parts marked AC, AD, AN, AO, AP and AQ on DP 531988 in favour of the Arrow Irrigation Company Limited created by Transfer 845710 - 23.12.1993 at 9:10 am

Appurtenant hereto is a right of way and a right to convey electricity created by Transfer 5009953.5 - 4.10.2000 at 10:59 am

The easements created by Transfer 5009953.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity created by Transfer 5009953.6 - 4.10.2000 at 10:59 am

The easements created by Transfer 5009953.6 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant to part formerly Lot 2 DP 300109 is a right to take and convey water and electricity and specified in Easement Certificate 5011453.3 - 2.11.2000 at 11:16 am

5015474.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 15.12.2000 at 3:42 pm (Affects part formerly Lot 1 DP 300109)

5015474.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 15.12.2000 at 3:42 pm (Affects part formerly Lot 2 DP 300109)

Subject to a right to convey water over parts marked AG, AH, BC and BD and a right to convey telecommunications over parts marked AC, AO and AL all on DP 510256 created by Transfer 5037895.2 - 27.4.2001 at 2:10 pm

Appurtenant to part formerly Lot 2 DP 464454 is a right to take water and convey water and electricity created by Transfer 5037895.3 - 27.4.2001 at 2:10 pm

The easements created by Transfer 5037895.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity (in gross) over parts marked AG and AF and to locate a transformer (in gross) marked CA all on DP 531988 in favour of Dunedin Electricity Limited created by Transfer 5127676.1 - 18.12.2001 at 2:58 pm

Land Covenant in Easement Instrument 9051224.1 - 8.5.2012 at 9:56 am

Land Covenant in Easement Instrument 9562502.8 - 6.11.2013 at 3:51 pm

Land Covenant in Easement Instrument 9562502.26 - 6.11.2013 at 3:51 pm

Land Covenant in Easement Instrument 9604239.5 - 30.1.2014 at 5:16 pm

Identifier**884963**

Land Covenant in Easement Instrument 9604239.6 - 30.1.2014 at 5:16 pm

Land Covenant in Easement Instrument 10855629.3 - 19.12.2017 at 1:40 pm

Appurtenant hereto are rights to convey electricity and take and convey water created by Easement Instrument 11029143.6 - 17.7.2018 at 12:01 pm

11201791.1 Notice of the registration of Queenstown Country Club as a Retirement Village. Subject to section 22 of the Retirement Villages Act 2003 (which provides priority for the rights of the residents ahead of the rights of holders of security interests) - 15.8.2018 at 7:00 am

11505568.12 Mortgage to (now) NZGT Security Trustee Limited - 31.7.2019 at 2:46 pm

11465056.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 3.3.2020 at 10:25 am

Subject to a right to convey gas over part marked H, HA and BA, a right to store gas over part marked HA and a right of way (access to gas storage) over part marked R and HB all on DP 531988 created by Easement Instrument 11465056.3 - 3.3.2020 at 10:25 am

Appurtenant hereto is a right to convey water and to drain water and sewage created by Easement Instrument 11465056.3 - 3.3.2020 at 10:25 am

The easements created by Easement Instrument 11465056.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to drain sewage over part marked P, Q, QA, QB, QC, QD, QE, QF, QG and QH on DP 531988 and a public walkway easement over part marked A, B, C, D, J, L, M, N, P, Q, R, S, QB, QD and QG on DP 531988 in favour of Queenstown Lakes District Council created by Easement Instrument 11465056.4 - 3.3.2020 at 10:25 am

The easements created by Easement Instrument 11465056.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications over part marked I, J, K and BA on DP 531988 in favour of Chorus New Zealand Limited created by Easement Instrument 11465056.5 - 3.3.2020 at 10:25 am

The easements created by Easement Instrument 11465056.5 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11465056.9 - 3.3.2020 at 10:25 am

Land Covenant in Covenant Instrument 11465056.11 - 3.3.2020 at 10:25 am

Land Covenant in Covenant Instrument 11465056.12 - 3.3.2020 at 10:25 am

11882479.1 Surrender of the right to convey water marked AG, AH, BC, BD on DP 531988 marked AC, AO, AL, AJ, GA, AI and BB on DP 531988 appurtenant to part formerly Lot 2 DP 300109 herein specified in created Easement Certificate 5011453.3 - 2.12.2020 at 10:14 am

11925567.14 Variation of Mortgage 11505568.12 - 25.1.2021 at 3:34 pm

12057939.2 Encumbrance to Covenant Trustee Services Limited - 21.4.2021 at 11:40 am

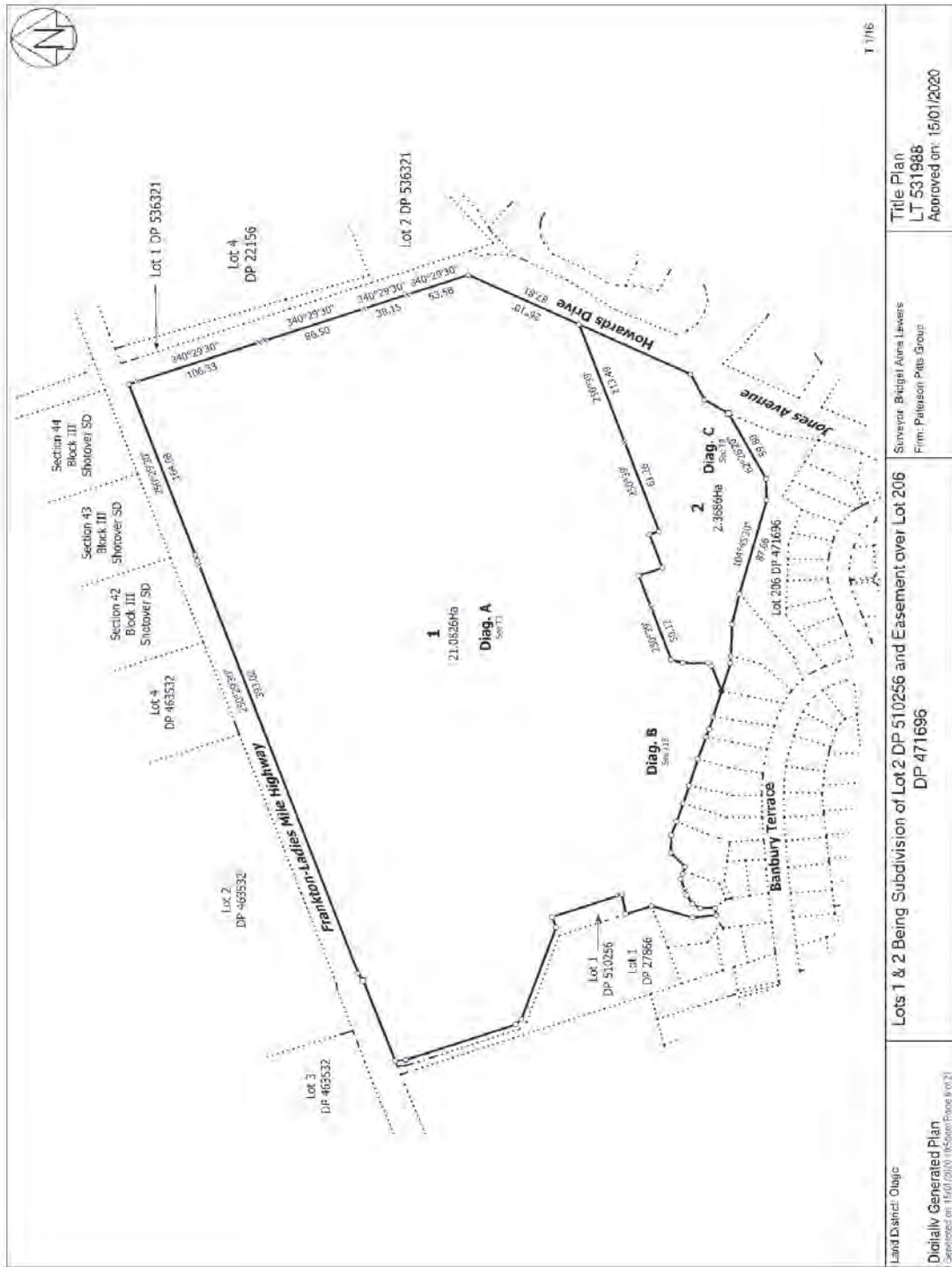
12057939.3 Mortgage Priority Instrument making Encumbrance 12057939.2 first priority and Mortgage 11505568.12 second priority - 21.4.2021 at 11:40 am

Subject to a right (in gross) to drain water over part marked A on DP 556444 in favour of Queenstown Lakes District Council created by Easement Instrument 12063219.1 - 25.6.2021 at 5:15 pm

12241835.1 Surrender of the right to convey water over parts marked AG, AH, BC and BD on DP 531988 and the right to convey telecommunications over parts marked AC, AO and AL on DP 531988 as appurtenant to Lot 2 DP 516376 (RT 807816) and Lot 3 DP 541986 (RT 918601) created by Transfer 5037895.2 - 13.10.2021 at 12:11 pm

12354777.1 Notice pursuant to Section 18 Public Works Act 1981 - 25.1.2022 at 11:55 am

12493090.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 by Her Majesty the Queen - 28.6.2022 at 8:19 am



Land District: Otago	Surveyor: Brigitte Anna Lewers Firm: Palerson Pitts Group	Title Plan LT 531988 Approved on: 15/01/2020
Digitally Generated Plan <small>Generated on 15/01/2020 10:52:00 AM (NZST)</small>	Lots 1 & 2 Being Subdivision of Lot 2 DP 510256 and Easement over Lot 206 DP 471696	



View Instrument Details

Instrument No. 9604239.5
 Status Registered
 Date & Time Lodged 30 Jan 2014 17:16
 Lodged By Bendikson, Heidi Elise
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
635625	Otago
635626	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

Signature

Signed by Kerry Amanda ODonnell as Grantor Representative on 30/01/2014 04:53 PM

Grantee Certifications

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 30/01/2014 04:54 PM

*** End of Report ***

Form B

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

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

Grantor

Shotover Country No. 2 Limited

Grantee

Donald Sutherland Moffat and Brian Robert Dodds

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Lot 501 DP 470412	Lot 501 DP 470412 (CT 635626)	Lot 500 DP 470412 (CT 635625)

HEB-878597-4-18-V1

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

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

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

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

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

~~[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]~~

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant**ANNEXURE SCHEDULE 2****CONTINUATION OF COVENANT PROVISIONS****Background**

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

Operative Part**1. Interpretation****1.1 For the purposes of this Instrument:**

- a. "APA" means a fully signed affected person's approval under the Resource Management Act 1991.
- b. "Covenants" means the covenants set out in the Instrument.
- c. "District Plan" means the Queenstown Lakes District Council District Plan.
- d. "Dominant Tenement" means the dominant tenement set out in Schedule A of this Instrument.
- e. "Grantee" means the registered proprietor from time to time of the Dominant Tenement.
- f. "Grantor" means the registered proprietor from time to time of the Servient Tenement together with any tenants, occupiers or any invitees on the Servient Tenement.
- g. "Instrument" means this easement instrument including the front page of this instrument, Schedule A and all annexure schedules.
- h. "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not) directly or indirectly lodge or support in any way any objection to any Planning Proposal and includes (without limitation) taking part in any planning hearing or appeal arising in respect of any Planning Proposal whether as a party or otherwise.
- i. "Planning Proposal" means any designation application, resource consent application or application for change or variation to the District Plan relating to the Servient Land.

HEB-878597-4-18-V1

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

- j. "Relevant Authority" means any government, local, statutory or non-statutory body including the Queenstown Lakes District Council having its jurisdiction over the land referred to in this Instrument.
- k. "Servient Tenement" means the servient tenement set out in schedule A of this Instrument

2. Covenants

- 2.1 The Grantor covenants that it will not Lodge any Submission to any Planning Proposal lodged by, or with the written approval of, the Grantee in respect of any part of the Dominant Tenement and if called upon to do so by the Grantee will provide an APA in respect of such Planning Proposal.
- 2.2 The Grantor irrevocably nominates, constitutes and appoints the Grantee or any nominee of the Grantee to be the lawful attorney of the Grantor for the purposes of executing all documents and plans and performing all acts, matters and things that may be necessary (without limitation) to sign the APA.
- 2.3 Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the Grantor comprise an irrevocable and unconditional authorisation and instruction to the Grantee or its nominee to sign any APA.
- 2.4 The Grantor shall also, if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of the Grantee or any nominee of any Grantee on the terms and for the purposes set out in clause 2.2

3. General Covenants

- 3.1 The Grantor covenants and agrees:
 - a. to observe and perform all the Covenants contained in this Instrument at all times; and
 - b. that the Covenants contained in this Instrument shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Notice

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

5. Liability

- 5.1 Without prejudice to the Grantor's and Grantee's other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that

HEB-878597-4-18-V1

Form B

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

Grantor's time as registered proprietor of the Servient Tenement and only in respect of that part of the Servient Tenement owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of the Servient Tenement).

6. Vesting of Roads or Reserves

6.1 The Grantee consents to the deposit or registration of any survey plan ("Survey Plan") by the Grantor in respect of the Servient Tenement which has the effect of vesting or dedicating all or any part of the Servient Tenement as any road ("Road") or reserve including (without limitation) any esplanade reserve or strip ("Reserve") in any local authority, territorial authority or the Crown and agrees that the covenants in this Instrument shall cease to apply in respect of the Servient Tenement within such Road or Reserve upon the survey approval of the Survey Plan by Land Information New Zealand and this clause will be deemed to be the consent of the Grantee to the deposit or registration of the Survey Plan.

6.2 Any registered proprietor ("Encumbrancees") of an encumbrance or interest registered against the Dominant Tenement which is registered after the date of registration of this Instrument will take their interest/s in the Dominant Tenement subject to the terms of this Instrument and, in particular (without limitation to this clause) will be deemed to have given its consent to the deposit or registration of the Survey Plan.

6.3 If the Grantor elects and/or the consent of all or any of the Encumbrancees is required to deposit or register the Survey Plan, then the Grantee will in a timely manner:

- a. execute any required consent or easement/covenant/encumbrance surrender documents; and/or
- b. use reasonable endeavours to provide all required consents from the Encumbrancees,

as are necessary to deposit or register the Survey Plan. The Grantor and Grantee will meet their own costs associated with the above.

6.4 The Grantee irrevocably appoints the Grantor to be its lawfully authorised attorney to:

- a. execute any required consent or easement surrender document;
- b. obtain all required Encumbrancees' consent registered over the Dominant Tenement,

as are necessary to deposit or register the Survey Plan if, in the sole opinion of the Grantor, the Grantee is not complying with this clause 6 in a timely manner. No person dealing with the Grantor as attorney in its capacity under this clause needs

Form B

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

to enquire if the Grantor is validly exercising its power as attorney under this clause.

HEB-878597-4-18-V1



View Instrument Details

Instrument No. 9562502.26
Status Registered
Date & Time Lodged 06 Nov 2013 15:51
Lodged By Bendikson, Heidi Elise
Instrument Type Easement Instrument

Toitu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
1415	Otago
348101	Otago
348103	Otago
348104	Otago
348105	Otago
348106	Otago
348107	Otago
601019	Otago
613220	Otago
613221	Otago
613222	Otago
613223	Otago
613224	Otago
613225	Otago
613226	Otago
613227	Otago
613228	Otago
613229	Otago
613230	Otago
613231	Otago
613232	Otago
613233	Otago
613234	Otago
613235	Otago
613236	Otago
613237	Otago
613238	Otago
613239	Otago
613240	Otago
613241	Otago
613242	Otago
613243	Otago
613244	Otago
613245	Otago
613246	Otago
613247	Otago
613248	Otago
613249	Otago
613250	Otago
613251	Otago
613252	Otago

Affected Computer Registers Land District

613253	Otago
613254	Otago
613255	Otago
613256	Otago
613257	Otago
613258	Otago
613259	Otago
613260	Otago
613261	Otago
613262	Otago
613263	Otago
613264	Otago
613265	Otago
613266	Otago
613267	Otago
613268	Otago
613269	Otago
613270	Otago
613271	Otago
613272	Otago
613273	Otago
613274	Otago
613275	Otago
613276	Otago
613277	Otago
616854	Otago
623517	Otago

Annexure Schedule: Contains 5 Pages..

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 9323689.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9396081.6 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 8481955.4 has consented to this transaction and I hold that consent

Grantor Certifications

I certify that the Encumbrancee under Encumbrance 6487382.3 has consented to this transaction and I hold that consent

**Signature**

Signed by Kerry Amanda ODonnell as Grantor Representative on 09/09/2013 06:49 PM

Grantee Certifications

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



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



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



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

**Signature**

Signed by Kerry Amanda ODonnell as Grantee Representative on 09/09/2013 06:49 PM

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

Form B

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

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

Grantor

Shotover Country Limited

Grantee

Shotover Country Limited
 Shotover Country No. 2 Limited
 Joseph William Bagrie, Lucille Miriam Bagrie and Graham Stuart Dick
 Donald Sutherland Moffatt and Brian Robert Dodds

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

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

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

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Lots 1 to 54 DP463420 (613220-613273)	Lots 1 to 54 DP 463420 (613220-613273)	Lot 7 DP 325561 and Lot 203 DP 463420 (613277) Lot 1 DP 300109 (1415) Lots 202 DP 463420 and 11 DP 386956 (613276) Lot 1 DP 459652 (623517) Lot 2 DP 459652 and Lot 17 DP 384954 (601019) Lot 18 DP 386956 (348107) Lots 10, 12, 13, 14 15 DP 386956 (348101, 348103, 348104, 348105, 348106) Lot 2 DP 464454 (616854) Lot 200 DP 463420 (613274) Lot 201 DP 463420 (613275)

HEB-517674-56-141-V2

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

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

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

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

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

~~[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]~~

Form B

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

ANNEXURE SCHEDULE 2

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered as proprietor of the Servient Tenement.
- B. The Grantees are registered as proprietor of the Dominant Tenement.
- C. The Grantor and the Grantees have agreed that the Servient Tenement shall be subject to the Covenants.

Operative Part

1. Interpretation

1.1 For the purposes of this Instrument:

- a. "Activity Area(s)" means the activity areas defined in the Queenstown Lakes District Council Plan ("District Plan") for the Shotover Country Special Zone.
- b. "Covenants" means the covenants set out in the Instrument
- c. "Dominant Tenement" means the dominant tenements set out in schedule A of this Instrument.
- d. "Grantor" means the registered proprietor from time to time of the Servient Tenement together with any tenants, occupiers or any invitees on the Servient Land.
- e. "Instrument" means this easement instrument including the front page of this instrument, Schedule A and all annexure schedules.
- f. "Land" means the land contained in the Shotover Country Special Zone under the District Plan.
- g. "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing or appeal arising in respect of any Planning Proposal whether as a party or otherwise.
- h. "Planning Proposal" means any application, designation application, resource consent application, or application for change or variation to the District Plan for:

HEB-517674-56-141-V2

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

- i. An early childcare facility and/or an early childhood educational facility within Activity Areas 2a and 2b;
 - ii. A primary school within Activity Area 3;
 - iii. Retail activities within Activity Area 2a;
 - iv. A bar, café and/or restaurant activity, and any application for a liquor licence in respect of such activity, within Activity Area 2a;
 - v. Outline development plan approval, including any variation in residential density, for any part of the Land other than the Activity Area that contains the servient tenement.
- i. "Relevant Authority" means any government, local, statutory or non-statutory body including the Queenstown Lakes District Council having jurisdiction over the land referred to in this Instrument.
 - j. "Servient Tenement" means the servient tenements set out in schedule A of this Instrument

2. Covenant

- 2.1 The Grantor covenants that it will not Lodge any Submission to any Planning Proposal lodged by, or with the written approval of, the Grantees in respect of any part of the Land and further, if called upon to do so by any Grantees, will provide affected person's approval under the Resource Management Act 1991 in respect of any such Planning Proposal ("APA").
- 2.2 The Grantor irrevocably nominates, constitutes and appoints the Grantees (jointly and severally) or any nominee of any Grantee to be the true and lawful attorney of the Grantor for the purposes of executing all documents and plans and perform all acts, matters and things as may be necessary (without limitation) to sign any APA.
- 2.3 Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the purchaser comprise an irrevocable and unconditional authorisation and instruction to any Grantee or their nominee to sign any APA.
- 2.4 Each Grantor shall also, if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of any of the Grantees or any nominee of any Grantee on the terms and for the purposes set out in clause 2.2.

3. General Covenants

- 3.1 The Grantor covenants and agrees:
 - a. to observe and perform all the Covenants contained in this Instrument at all times; and

HEB-517674-56-141-V2

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

b. that the Covenants contained in this Instrument shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Notice

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

5. Liability

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



View Instrument Details

Instrument No. 9604239.6
 Status Registered
 Date & Time Lodged 30 Jan 2014 17:16
 Lodged By Bendikson, Heidi Elise
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
601019	Otago
613274	Otago
613275	Otago
613276	Otago
623517	Otago
635625	Otago
635626	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 9323689.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- Encumbrance 8481955.4 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

Signature

Signed by Kerry Amanda ODonnell as Grantor Representative on 30/01/2014 05:04 PM

Grantee Certifications

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 30/01/2014 05:05 PM

*** End of Report ***

Form B

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

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

Grantor

Donald Sutherland Moffat and Brian Robert Dodds

Grantee

Shotover Country No. 2 Limited, Shotover Country Limited

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

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

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

Purpose (Nature and extent) of easement, <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Lot 500 DP 470412 (CT 635625)	Lot 500 DP 470412 (CT 635625)	Lot 501 DP 470412 (CT 635626) Lot 2 DP 459652 and Lot 17 DP 384954 (CT 601019) Lot 200 DP 463420 (CT 613274) Lot 201 DP 463420 (CT 613275) Lot 11 DP 386956 and Lot 202 DP 463420 (CT 613276) Lot 1 DP 459652 (CT 623517)

HEB-876597-4-17-V1

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

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

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

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

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

~~[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]~~

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant**ANNEXURE SCHEDULE 2****CONTINUATION OF COVENANT PROVISIONS****Background**

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

Operative Part**1. Interpretation****1.1 For the purposes of this Instrument:**

- a. "APA" means a fully signed affected person's approval under the Resource Management Act 1991.
- b. "Covenants" means the covenants set out in the Instrument.
- c. "District Plan" means the Queenstown Lakes District Council District Plan.
- d. "Dominant Tenement" means the dominant tenement set out in Schedule A of this Instrument.
- e. "Ground Level" means the ground level as at the date of registration of this Instrument.
- f. "Grantee" means the registered proprietor from time to time of the Dominant Tenement.
- g. "Grantor" means the registered proprietor from time to time of the Servient Tenement together with any tenants, occupiers or any invitees on the Servient Tenement.
- h. "Instrument" means this easement instrument including the front page of this instrument, Schedule A and all annexure schedules.
- i. "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not) directly or indirectly lodge or support in any way any objection to any Planning Proposal and includes (without limitation) taking part in any planning hearing or appeal arising in respect of any Planning Proposal whether as a party or otherwise.

HEB-878597-4-17-V1

Form B

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

- j. "Northern Boundary" means the Northern/North-Eastern boundary of the Tree Covenant Area.
- k. "Planning Proposal" means any designation application, resource consent application or application for change or variation to the District Plan relating to the Shotover Country Land.
- l. "Relevant Authority" means any government, local, statutory or non-statutory body including the Queenstown Lakes District Council having its jurisdiction over the land referred to in this Instrument.
- m. "Shotover Country Land" means any land within the Shotover Country Zone as defined by the District Plan.
- n. "Southern Boundary" means the southern boundary of the Tree Covenant Area (between the Tree Covenant Area and the Dominant Tenement).
- o. "Servient Tenement" means the servient tenement set out in schedule A of this Instrument
- p. "Tree Covenant Area" means the area marked U and V on DP 470412.
- q. "Tree Height Plane" means a maximum height plane for trees and vegetation ranging from 0 metres above Ground Level at the Southern Boundary and 8 metres above Ground Level at the Northern Boundary.

2. Covenants

- 2.1 The Grantor covenants that it will:
 - a. ensure that all trees and vegetation located within the Tree Covenant Area shall be maintained at or below a height that does not exceed the height of the Tree Height Plane; and
 - b. trim or remove any tree or vegetation that exceeds the height of the Tree Height Plane.
- 2.2 If the Grantor defaults in the obligation contained in clause 2.1 above, then the Grantee may enter upon the Servient Tenement to carry out trimming of the trees and/or vegetation to the maximum height of the Tree Height Plane. The Grantor shall reimburse the Grantee for the costs of those works.
- 2.3 The Grantor further covenants that it will not Lodge any Submission to any Planning Proposal lodged by, or with the written approval of, the Grantee in respect of any part of the Dominant Tenement or the Shotover Country Land and if called upon to do so by the Grantee will provide an APA in respect of such Planning Proposal.
- 2.4 The Grantor irrevocably nominates, constitutes and appoints the Grantee or any nominee of the Grantee to be the lawful attorney of the Grantor for the purposes of

HEB-878597-4-17-V1

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

executing all documents and plans and performing all acts, matters and things that may be necessary (without limitation) to sign the APA.

- 2.5 Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the Grantor comprise an irrevocable and unconditional authorisation and instruction to any Grantee or their nominee to sign any APA.
- 2.6 The Grantor shall also, if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of the Grantee or any nominee of the Grantee on the terms and for the purposes set out in clause 2.4

3. General Covenants

- 3.1 The Grantor covenants and agrees:
- a. to observe and perform all the Covenants contained in this Instrument at all times; and
 - b. that the Covenants contained in this Instrument shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.

4. Notice

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

5. Liability

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

6. Vesting of Roads or Reserves

- 6.1 The Grantee consents to the deposit or registration of any survey plan ("Survey Plan") by the Grantor in respect of the Servient Tenement which has the effect of vesting or dedicating all or any part of the Servient Tenement as any road ("Road") or reserve including (without limitation) any esplanade reserve or strip ("Reserve") in any local authority, territorial authority or the Crown and agrees that the Covenants in this Instrument shall cease to apply in respect of the Servient Tenement within such Road or Reserve upon the survey approval of the Survey

HEB-878597-4-17-V1

Form B

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

Plan by Land Information New Zealand and this clause will be deemed to be the consent of the Grantee to the deposit or registration of the Survey Plan.

- 6.2 Any registered proprietor ("Encumbrancees") of an encumbrance or interest registered against the Dominant Tenement which is registered after the date of registration of this Instrument will take its interest/s in the Dominant Tenement subject to the terms of this Instrument and, in particular (without limitation to this clause) will be deemed to have given its consent to the deposit or registration of the Survey Plan.
- 6.3 If the Grantor elects and/or the consent of all or any of the Encumbrancees is required to deposit or register the Survey Plan, then the Grantee will in a timely manner:
- a. execute any required consent or easement/covenant/encumbrance surrender documents; and/or
 - b. use reasonable endeavours to provide all required consents from the Encumbrancees,

as are necessary to deposit or register the Survey Plan. The Grantor and Grantee will meet their own costs associated with the above.



View Instrument Details

Instrument No. 9051224.1
 Status Registered
 Date & Time Lodged 08 May 2012 09:56
 Lodged By Tohill, Rosemary Kaye
 Instrument Type Easement Instrument

Toitu te
Land whenua
Information
 New Zealand



Affected Computer Registers	Land District
103220	Otago
1415	Otago
1416	Otago
339913	Otago
339914	Otago
348100	Otago
348101	Otago
348103	Otago
348104	Otago
348105	Otago
348106	Otago
348107	Otago
348108	Otago
348843	Otago
522183	Otago
528014	Otago
OT16C/620	Otago
348102	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- Mortgage 7936229.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- Mortgage 8420502.3 does not affect the servient tenement, therefore the consent of the Mortgagee is not required
- Encumbrance 6487382.3 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required
- Encumbrance 8481955.4 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

Signature

Signed by Peter Jackson Keddell as Grantor Representative for Donald Sutherland Moffat, Brian Robert Dodds on 03/05/2012 03:25 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

Grantor Certifications

- 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 7936229.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8420502.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 6487382.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 8481955.4 has consented to this transaction and I hold that consent

Signature

Signed by Kerry Amanda ODonnell as Grantor Representative for Graham Stuart Dick, Terence McCashin, Beverley McCashin, Grant William Stalker, Joseph William Bagrie, Lucille Miriam Bagrie, Margaret Ruth Jones, Russell Douglas Jones, Tarbert Trustees (2007) Limited on 07/05/2012 03:48 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 7936229.1 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8420502.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 6487382.3 has consented to this transaction and I hold that consent
- I certify that the Encumbrancee under Encumbrance 8481955.4 has consented to this transaction and I hold that consent

Signature

Signed by Lisa Desiree Grace as Grantor Representative for Karl Haswell Wood on 07/05/2012 03:54 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 Samuel William Nelson as Grantee Representative on 07/05/2012 05:24 PM

*** End of Report ***

Form B

1

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

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

Grantor

TERENCE MCCASHIN AND BEVERLEY MCCASHIN (AS TO 2/3 SHARE) AND GRANT WILLIAM STALKER (AS TO A 1/3 SHARE)**JOSEPH WILLIAM BAGRIE, LUCILLE MIRIAM BAGRIE AND GRAHAM STUART DICK****DONALD SUTHERLAND MOFFAT AND BRIAN ROBERT DODDS****RUSSELL DOUGLAS JONES (AS TO A 1/4 SHARE), MARGARET RUTH JONES (AS TO A 1/4 SHARE), RUSSELL DOUGLAS JONES, MARGARET RUTH JONES AND TARBERT TRUSTEES (2007) LIMITED (AS TO A 1/2 SHARE)****KARL HASWELL WOOD**

Grantee

QUEENSTOWN AIRPORT CORPORATION LIMITED**Creation of Covenant**

The Grantor being the registered proprietor of the relevant Servient Tenement described in Schedule A and the **Grantee** being the registered proprietor of the Dominant Tenement described in Schedule A create the covenants set out in Schedule A, with the rights and powers or provisions set out in the Schedule B.

TAS-517674-48-119-V2

Form B

2

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

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenant (as set out in Schedule B)	All the land contained within the Servient Tenement	CT1415 (Lot 1 DP 300109)	CT528014
		CT103220 (Lot 7 DP 325561)	
		CT348100 (Lot 5 DP386956), CT348101 (Lot 10 DP386956), CT348102 (Lot 11 DP 386956), CT348103 (Lot 12 DP386956), CT348104 (Lot 13 DP386956), CT348105 (Lot 14 DP386956), CT348106 (Lot 15 DP386956), CT348107 (Lot 18 DP386956), CT348108 (Lot 19 DP386956), CT522183 (Lot 2 DP431492), CT348843 (Lot 21 DP386956) and CT339913 (Lot 17 DP384954)	
A and B on DP 453019	CT 1416		
C on DP 453019	CT OT16C/620		

TAS-517674-48-119-V2

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

Covenant provisions

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

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Land.
- B. The Grantee is the registered proprietor of the relevant Dominant Land.
- C. The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Activity Sensitive to Aircraft Noise (ASAN)" – means any residential activity, visitor accommodation, community activity and day care facility as defined in the Queenstown Lakes District Plan (as amended following resolution of Plan Change 35) including all outdoor spaces associated with any educational facility but excludes police stations, fire stations, courthouses, probation and detention centres, government and local government offices.

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

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

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

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

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

"Mechanical Ventilation System" means any ventilation or air circulation system which is designed to enable, or will have the effect (when installed and operating) of enabling, the maintenance of a specified internal design sound level within any critical listening environment of an ASAN, or any part of a building containing an ASAN, while all doors, windows and/or other apertures in any external wall of that building

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

are closed as set out in Table 2 of Appendix 13 to the Queenstown Lakes District Plan.

"Operations" include operating as a 24 hour airport operation every day of every year.

"Queenstown Airport" means the airport known as "Queenstown Airport" and includes all activities undertaken, or proposed to be undertaken, at or in association with that airport.

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

2. Covenants in Relation to Agreed Activities

- 2.1 The Grantor will not (whether directly or indirectly through another person) object to, complain about, bring any proceedings, take any step in respect of or in any way restrict, constrain or prohibit any lawfully conducted activity or practice conducted as part of or in connection with the Operations of Queenstown Airport, whether existing or proposed, at or from the Dominant Land or for the benefit of the Dominant Land and Queenstown Airport, whether by the Grantee or any other person authorised by the Grantee.
- 2.2 In addition to the Grantor's obligations in clause 2.1, the Grantor will not withhold consent or (whether directly or indirectly through another person) object to any application to any relevant authority for any approval, permit, resource consent, Plan Change or Notice of Requirement (**Approval**) under the Resource Management Act 1991 (as amended or substituted) or any other enactment or regulation imposing the need for such Approval for any activity or practice (including without limitation any activity or practice conducted as part of or in connection with the Operations of Queenstown Airport), whether existing or proposed, at or from the Dominant Land or for the benefit of the Dominant Land and Queenstown Airport, whether by the Grantee or any other person authorised by the Grantee.
- 2.3 To give better effect to the Grantor's agreements in clause 2.2, the Grantor appoints the Grantee to be the attorney of the Grantor for the purpose of executing any irrevocable affected party approval under the Resource Management Act 1991 (as amended or substituted) including sections 95D and 95E, to any application for Approval(s) referred to in clause 2.2, in the form required.
- 2.4 Without derogating from the generality of clauses 2.1 and 2.2:
- a. The Grantor acknowledges that those clauses extend to and include any proposal for, or the carrying out of, night-time aircraft activities at Queenstown Airport, including the landing and taking off of aircraft during the night;
 - b. The Grantor does not, and will not in the future, have any right to claim compensation from the Grantee in respect of the aircraft activities referred to in 2.4a above and will make no such claim.

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

- 2.5 Without derogating from the generality of clause 2.4b, if the Grantor ever decides to, or the Grantee is directed to, install a Mechanical Ventilation System on the Grantor's land, the Grantor will be responsible for all costs associated with the Mechanical Ventilation System, and the Grantor shall not seek to recover from the Grantee any cost of installing the Mechanical Ventilation System, any cost of operating the Mechanical Ventilation System, or any related cost.
- 2.6 Should the Grantor breach any provision of this Instrument, the Grantor acknowledges that damages would be an inadequate remedy and accordingly the Grantee is entitled in these circumstances to equitable relief (which includes the right to seek specific performance by the Grantor of its obligations under this instrument or injunctive relief to restrain a breach or continuing breach of any of the provisions of this instrument) and the Grantor undertakes that it will not claim that the breach is one which may not or ought not be the subject of equitable relief or seek from the Grantee any undertaking as to damages or other form of bond.
- 2.7 The Grantor indemnifies the Grantee from and against all costs, claims, damages, losses, liabilities or expenses (including legal expenses on a solicitor client basis) incurred by the Grantee arising directly from any breach of the terms of this Instrument by the Grantor.
- 2.8 Without derogating from the generality of clause 2.7, the Grantor shall pay all of the Grantee's costs (including legal expenses on a full indemnity basis) incurred or sustained by the Grantee in connection with the exercise, enforcement or preservation of any right under this Instrument resulting from a breach by the Grantor of any provision of this Instrument.
- 2.9 Notwithstanding any other clause in this Instrument, each Grantor:
- a. who owns a portion of the Servient Land is bound and is liable under this Instrument only in relation to that portion of the Servient Land that is owned by that Grantor; and
 - b. is only liable under this Instrument for any breach that commenced while that Grantor was the registered proprietor of its Servient Land. A Grantor is not liable for any breach of this Instrument by any past or future registered proprietor or occupier of the Servient Land (or any part of it).
- 2.10 For the purposes of this Instrument the Grantor and Grantee agree that this Instrument binds and benefits their successors in title and also any lessee or occupier of the Servient or Dominant Land.
- 2.11 The Grantee (including its successors in title) consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor which has the effect of vesting any land within the Servient Land in any local authority, territorial authority or the Crown. The Grantee agrees that the covenants in this Instrument shall cease to apply in respect of the land to vest upon the date of lodgement with Land Information New Zealand (or any such replacement entity) of the required documents to deposit the Survey Plan. The Grantee covenants that this clause shall be deemed to be the written consent of the Grantee to the deposit of the Survey Plan.

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

- 2.12 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 2.11 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 2.13 Graham Stuart Dick as trustee of the Bagrie Trust, Brian Robert Dodds as trustee of the Ellenslea Farms No 2 Trust, and Tarbert Trustees (2007) Limited as trustee of the Jones Trust, have each entered into this Instrument in their capacity as a trustee of the respective landowning trust. Their liability under this Instrument is not personal, and is limited to the actual amount recoverable from the assets of the respective trust from time to time.
- 2.14 If any of the provisions of this Instrument is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

View Instrument Details



Instrument No 11465056.2
Status Registered
Date & Time Lodged 03 March 2020 10:25
Lodged By Needham, Michelle Rose
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
884963	Otago
884964	Otago

Annexure Schedule Contains 3 Pages.

Signature

Signed by Michelle Rose Needham as Territorial Authority Representative on 25/02/2020 09:59 AM

*** End of Report ***

IN THE MATTER of Lots 1 & 2 being a
Subdivision of Lot 2
Deposited Plan 510256

AND

IN THE MATTER of Resource Consent
SH160140 (as varied by
SH180006 and
RM190301) Queenstown
Lakes District Council

CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991

BACKGROUND

- A. Queenstown Lakes District Council (*Council*) issued resource consent SH160140 (*Consent*) Decision 5 subdivision consent authorising subdivision of Lot 500 DP 470412, Lot 2 DP 20797, Lot 3 DP 464454, Section 109-110 Block III Shotover Survey District, Section 66 Block III Shotover Survey District, Section 129 Block III Shotover Survey District and Lot 403 DP 379403.
 - B. Queenstown Country Club Limited applied to Council pursuant to section 52 of the Housing Accords and Special Housing Areas Act 2013 (*HASHAA*) to change conditions of SH160140. Council has granted SH180006 and RM190301 subject to certain conditions which must be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.
 - C. This consent notice addresses Stage 2 only, being the subdivision of Lot 2 DP 510256 into two lots.
-

OPERATIVE PART

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

Lot 1 DP 531988 comprised in Record of Title 884963

Lot 2 DP 531988 comprised in Record of Title 884964

- 1) *Prior to any construction work (other than work associated with geotechnical investigation) the owner for the time being shall:*

a. *undertake and submit to Council for certification, a report from a suitably qualified professional specific to the proposed building design which confirms that:*

- (i) *secondary flow paths within the site are adequate to cater for the 1% Annual Exceedance Period (AEP) storm event and/or proposed building floor levels are sufficient to ensure that they are not at risk of inundation; and*
- (ii) *there will be no increase in run-off onto land beyond the site from the pre-development situation.*

The report shall be submitted to Council for review as part of the related Building Consent application and all recommendations of the report shall be implemented prior to the occupation of any building.

b. *undertake, and submit to Council for certification, specific assessment from a suitably qualified professional in accordance with Section 4.5 of the Geotechnical Completion Report and the Schedule 2A certificate prepared by Geosolve Limited, dated July 2019, Geosolve Reference 160041.04 (Geotech Report) and which documents:*

- (i) *foundation design for the proposed building specific to the geotechnical conditions within the site.*
- (ii) *For buildings located closer than 10m from the crest of the terrace slope on the south west boundary, any other specific engineering requirements that may be warranted to ensure ongoing slope stability;*

The Geotech Report shall be submitted to Council for review as part of the related Building Consent application and all recommendations of the report shall be implemented prior to the occupation of any building.

- 2) *Open fires, excluding gas fires, are prohibited in all residential accommodation.*

- 3) *All planting and mounding, including perimeter planting and that within the Outstanding Natural Landscape (ONL), as approved in accordance with the plans required by Conditions 19 & 20 of SH160140 and drawings C16005A_240 prepared by Boffa Miskell dated 03/02/2017, C16005A_241 Rev 4, C16005A_242 Rev 1 and C16005A_243 Rev 1, prepared by Boffa Miskell dated 22/03/2017 respectively shall be maintained in perpetuity. Any plant which dies shall be replaced within the next available planting season, so that the objective as shown on drawings C16005A_240 prepared by Boffa Miskell dated 03/02/2017, C16005A_241 Rev 4, C16005A_242 Rev 1 and C16005A_243 Rev 1, prepared by Boffa Miskell dated 22/03/2017 is achieved.*

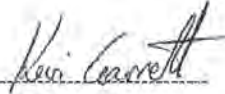
The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 531988 comprised in Record of Title 884963

- 1) *No buildings or structures shall be constructed within 75 metres of State Highway 6 as shown on the plan titled: 'Queenstown; Country Club, Northern Site, Building Setback Plan, C16005A_205 Rev 1 dated 03/02/2017. The area within 75 metres of the State Highway shall be maintained as open pasture, except for an avenue of trees beside the State Highway.*
- 2) *If and when NZTA proceeds with an upgrade of the Howards Drive/State Highway 6 intersection (in its current location) to a roundabout intersection, the landowner shall at the written request of NZTA (and at NZTA's election) transfer the land reasonably required for a roundabout to NZTA without compensation payable to the landowner.*
- 3) *No vegetation shall be removed from within 20 metres of the north boundary (to State Highway 6) within 30 months of the date of the commencement of SH160140, unless agreed to in writing by Council. Once vegetation is removed the landowner shall complete the undergrounding of power lines in this location along the boundary of the site.*

DATED this 3rd day of *December* 2019.

SIGNED for and on behalf of
QUEENSTOWN LAKES DISTRICT
COUNCIL under delegated authority
by its Acting Team Leader –
Subdivision, Development
Contributions, & Property


Keri Anne Garrett



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



Identifier 889403
Land Registration District Otago
Date Issued 14 June 2019

Prior References

91017 OT13D/878

Estate Fee Simple
Area 14.7329 hectares more or less
Legal Description Lot 1 Deposited Plan 536321 and Lot 4
Deposited Plan 22156

Registered Owners

Queenstown Lakes District Council

Interests

474208 Gazette Notice declaring the State Highway No.6 adjoining the within land to be a limited access road from 14.2.1976 - 4.3.1977 at 10.18 am

Subject to are rights to convey water over Lot 4 DP 22156 marked A and B on DP 21938 and over Lot 1 DP 536321 marked A and B on DP 536321 specified in Easement Certificate 780243 - 31.5.1991 at 10:43 am

The easements specified in Easement Certificate 780243 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right convey electricity and water over part marked A, convey water marked B and part of C, take and convey water shown marked Bore and Pump all over Lot 4 DP 22156 and all shown in Transfer 788119.2 and created by the said Transfer - 13.9.1991 at 9:29 am

Subject to a right to convey electricity over part marked A and a right to convey water marked B and C and take and convey water shown marked Bore and Pump all over Lot 4 DP 22156 and all shown in Transfer 788299.2 created by Transfer 788299.2 - 16.9.1991 at 10:39 am

Subject to an electricity right over part Lot 4 DP 22156 marked A on DP 22156 and to a right to take and convey water over part Lot 4 DP 22156 marked B, C, G and H on DP 22156 created by Transfer 790750 - 21.10.1991 at 10:00 am

Appurtenant to Lot 1 DP 536321 is a right to conduct electricity and take and convey water created by Transfer 790750 - 21.10.1991 at 10:00 am

The easements created by Transfer 790750 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to a right (in gross) to convey water over Lot 4 DP 22156 marked MA and MB in Transfer 874155 in favour of Arrow Irrigation Company Limited created by the said Transfer - 25.1.1995 at 9:25 am

Subject to a right (in gross) to convey water over Lot 4 DP 22156 marked A on Transfer 875861 and over Lot 1 DP 536321 marked A and B on DP 536321 in favour of Arrow Irrigation Company Limited and created by the said Transfer - 9.7.2003 at 9:00 am

5623849.2 Surrender of the right to conduct electricity marked A and the right to take and convey water marked B, C and G on DP 22156 specified in Transfer 790750 as appurtenant to Lots 1 – 4 DP 22797 - 16.6.2003 at 9.00 am

6056111.14 Surrender of the right to convey electricity marked A and the right to convey water marked B and C appurtenant to Lots 1 to 14 and Lots 16 to 43 on DP 336365 specified in Transfer 788119.2 - 25.6.2004 at 9:00 am

6056111.14 Surrender of the right to convey electricity marked A and the right to convey water marked B and C

Identifier**889403**

appurtenant to Lots 1 to 14 and Lots 16 to 43 on DP 336365 specified in Transfer 788299.2 - 25.6.2004 at 9:00 am
6453562.5 Surrender of the right to convey electricity marked A, right to convey water marked B and C and take
and convey water marked Bore and Pump shown on the diagram attached to Transfer 788119.2 appurtenant to
lots 15 and 65 to 71 DP 345265 created by said Transfer - 10.6.2005 at 9:00 am

Subject to a right (in gross) to convey electricity over Lot 4 DP 22156 marked A on DP 441022 in favour of
Aurora Energy Limited created by Easement Instrument 8745604.2 - 12.10.2011 at 1:42 pm

Subject to a right (in gross) to convey electricity over Lot 4 DP 22156 marked D on DP 534873 and over Lot 1 DP
536321 marked B and C on DP 536321 in favour of Aurora Energy Limited created by Easement Instrument
11427931.1 - 9.5.2019 at 2:20 pm

Subject to Section 241(2) Resource Management Act 1991 (see DP 536321)

Land Covenant in Covenant Instrument 11462715.5 - 14.6.2019 at 12:54 pm

View Instrument Details



Instrument No 11462715.5
Status Registered
Date & Time Lodged 14 June 2019 12:54
Lodged By Murchland, Andrea Joy
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
889403	Otago
889404	Otago

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

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

Signature

Signed by Rachael Margaret Adams as Covenantor Representative on 11/07/2019 02:38 PM

Covenantee Certifications

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

Signature

Signed by Karen Elizabeth Castiglione as Covenantee Representative on 12/07/2019 10:29 AM

*** End of Report ***

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



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

Janice Catherine WALKER, Duncan Varuham FEA and Sonya Jane WALKER

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

Neville Gerard KELLY and Deborah Anne KELLY

Grant of Covenant

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 1 DP 536321 and Lot 4 DP 22156 (Record of Title 899403)	Lot 2 DP 536321 and Lot 403 DP 322452 (Record of Title 889404)

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

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

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

[Memorandum number _____, registered under section 200 of the Land Transfer Act 2017.]

[Annexure Schedule 1 _____].

Annexure Schedule 1

1. Interpretation

- 1.1 In this Schedule, unless the context specifies or requires otherwise, the following words and phrases have the meaning specified below:

“Benefited Land” means all and any part of the Benefited Land described in Schedule A of this Instrument.

“Grantee” means the registered proprietor of the Benefited Land from time to time and their executors, assigns and successors in Title and their tenants, licencees and invitees.

“Grantor” means the registered proprietor of the Burdened Land from time to time and their executors, assigns and successors in Title and their tenants, licencees and invitees.

“Burdened Land” means all and any part of the Burdened Land described in Schedule A of this Instrument.

2. General Covenants

- 2.1 The Grantor and the Grantee covenant and agree:

- (a) To observe and perform these covenants at all times.
- (b) That the covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.
- (c) That Grantee can enforce the observance of the covenants against the Grantor for the time being in equity or otherwise.

3. Covenant regarding Vegetation on Boundary

- 3.1 The Grantor acknowledges that vegetation on the boundary between the Grantor’s and Grantee’s property has the effect of shading parts of the Grantee’s property. To mitigate this effect, the Grantor, at its sole cost will ensure that any vegetation within three metres of the boundaries marked Areas “B” and “C” on Title Plan – LT 538650 (“the Plan”) is maintained so that:

- (a) any diseased or dying plants are removed; and
- (b) the remaining vegetation does not exceed eight metres high.

- 3.2 The Grantor will ensure that clause 3.1 is complied with within 60 days of the registration of this Covenant. The parties agree the Grantor may remove vegetation, at the Grantor's discretion, from within the area referred to in clause 3.1.
- 3.3 At the Grantee's cost, the Grantee may, along the boundary marked "B" on the Plan:
- (a) remove the existing vegetation on the Grantor's side; and
 - (b) plant a leylandii hedge and maintain both sides of that hedge in a tidy manner and to a maximum height of three metres.
4. **Covenant re Connection to Reticulated Services**
- 4.1 If the Burdened Land is connected to town supply water and/or sewerage services in the future, the Grantor shall request one town supply water and one town supply sewerage connection be provided to the Grantee's Land. If the Local Authority grants that request on terms and conditions that are objectively reasonable, the Grantor shall pay the cost of those connections.
- 4.2 The connections shall be located at any point on the boundary marked "C" on the Plan.
5. **Default**
- 5.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this instrument:
- (a) The party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of five working days from service of the notice of default, the other party may meet the obligation.
 - (b) If, at the expiry of the five working day period, the defaulting party has not met the obligation, the other party may meet the obligation and, for that purpose, enter the Burdened Land.
 - (c) The defaulting party is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation.
 - (d) The other party may recover from the defaulting party, as a liquidated debt, any money payable under this clause.

6. **Disputes**

6.1 If a dispute regarding this Instrument arises between parties who have a registered interest under the Instrument:

- (a) The party initiating the dispute must provide full written particulars of the dispute to the other party.
- (b) The parties must attempt in good faith to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties.
- (c) If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Otago District Law Society.



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



Identifier 613709
Land Registration District Otago
Date Issued 17 May 2013

Prior References

597018

Estate Fee Simple
Area 17.2654 hectares more or less
Legal Description Lot 4, 7 Deposited Plan 463532 and
Section 42-44 Block III Shotover Survey
District

Registered Owners

Grant William Stalker and Donald Neil Jackson

Interests

474208 Gazette Notice declaring the State Highway No.6 adjoining the within land to be a limited access road from 14.12.1976 - 4.3.1977 at 10.18 am (affects Lot 4 DP 463532 and Sections 42 - 44 Block III Shotover Survey District)

Subject to a right of way over parts Lot 4 DP 463532 marked N & O on DP 463532 created by Transfer 692898 - 10.12.1987 at 12:08 pm

The easements created by Transfer 692898 are subject to Section 309 (1) (a) Local Government Act 1974

Land Covenant in Deed 769961.5 - 18.12.1990 at 9.51 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 829946.6 - 18.5.1993 at 9.26 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 829946.9 - 18.5.1993 at 9.26 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 829946.12 - 18.5.1993 at 9.26 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 834400.3 - 19.7.1993 at 10.00 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 838259.3 - 10.9.1993 at 9.19 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 842026.3 - 5.11.1993 at 10.16 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 850246.4 - 3.3.1994 at 10.46 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 850246.7 - 3.3.1994 at 10.46 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 862985.4 - 18.8.1994 at 9.45 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

876500 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.2.1995 at 9.30 am (affects Lot 7 DP 463532, Sections 42, 43 and 44 Block III Shotover Survey District and part Lot 4 DP 463532 formerly Section 41 Block III Shotover Survey District)

Land Covenant in Transfer 5154900.3 - 15.2.2002 at 9:00 am (affects Lot 4 DP 463532 formerly part Lot 1 DP 458502)

Land Covenant in Deed 5616913.1 - 10.6.2003 at 9:00 am (affects Lot 4 DP 463532)

Land Covenant in Easement Instrument 7777688.5 - 9.4.2008 at 9:00 am (affects part Lot 4 DP 463532 formerly Lot 1 DP 458502)

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 438514)

Identifier

613709

Subject to Section 241(2) Resource Management Act 1991 (affects DP 458502)

Subject to Section 241(2) and Sections 242(1) Resource Management Act 1991(affects DP 463532)

Subject to a right of way over parts Lot 4 DP 463532 marked N, O, P & Q on DP 463532 created by Easement Instrument 9368187.5 - 17.5.2013 at 4:16 pm

Appurtenant hereto are rights to store and convey water and a right to convey electricity created by Easement Instrument 9368187.5 - 17.5.2013 at 4:16 pm

The easements created by Easement Instrument 9368187.5 are subject to Section 243 (a) Resource Management Act 1991

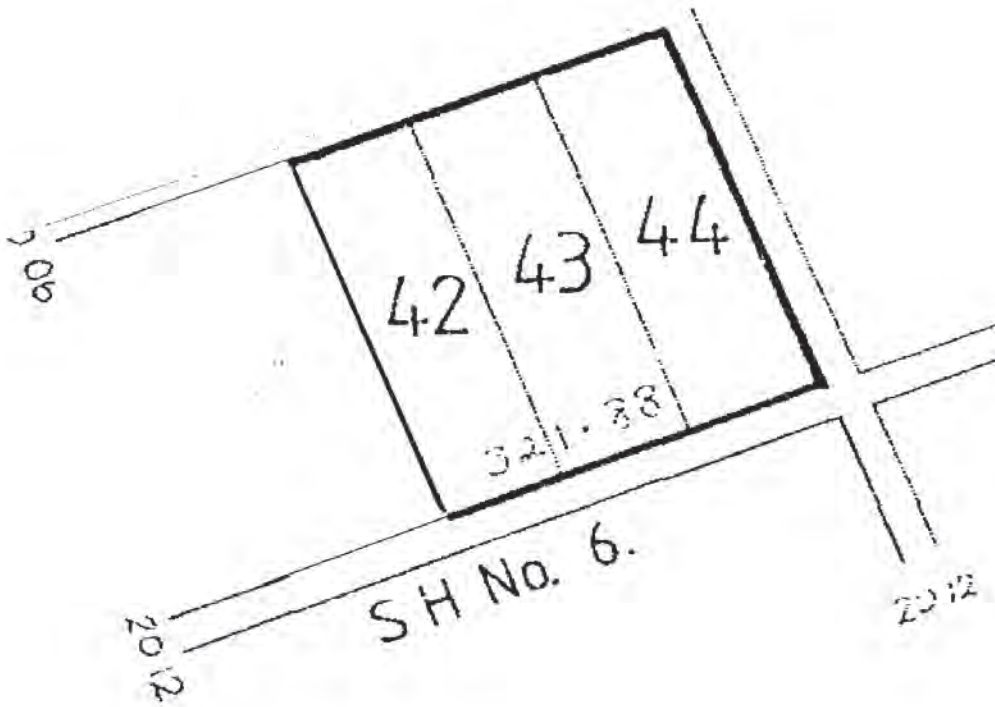
Subject to a right (in gross) to convey electricity over Lot 4 DP 463532 marked A on DP 532961 in favour of Electricity Southland Limited created by Easement Instrument 11672944.1 - 14.2.2020 at 10:59 am

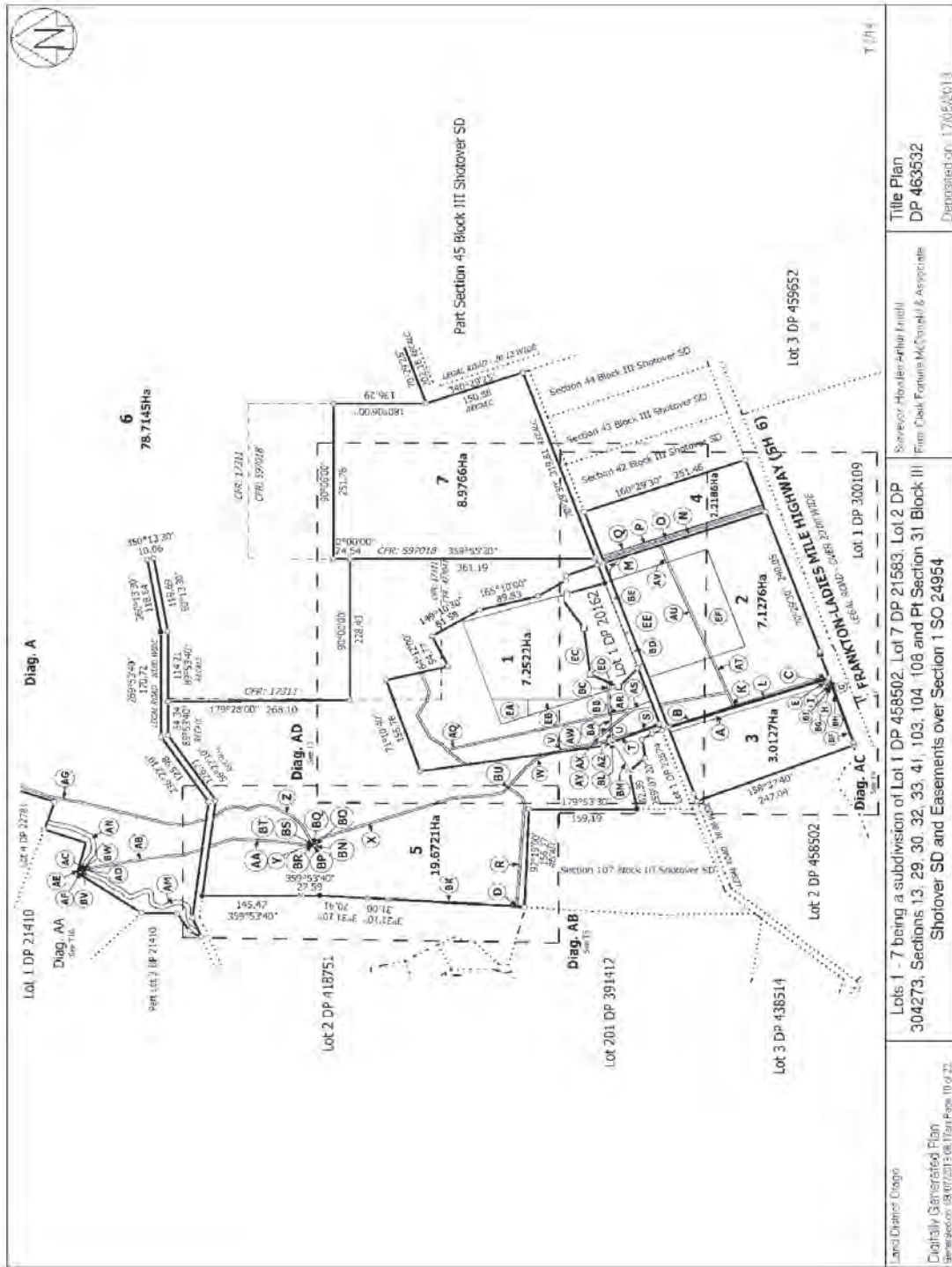
12351455.1 Notice pursuant to Section 18 Public Works Act 1981 - 21.1.2022 at 8:21 am (affects Section 43 and 44 Block III Shotover Survey District)

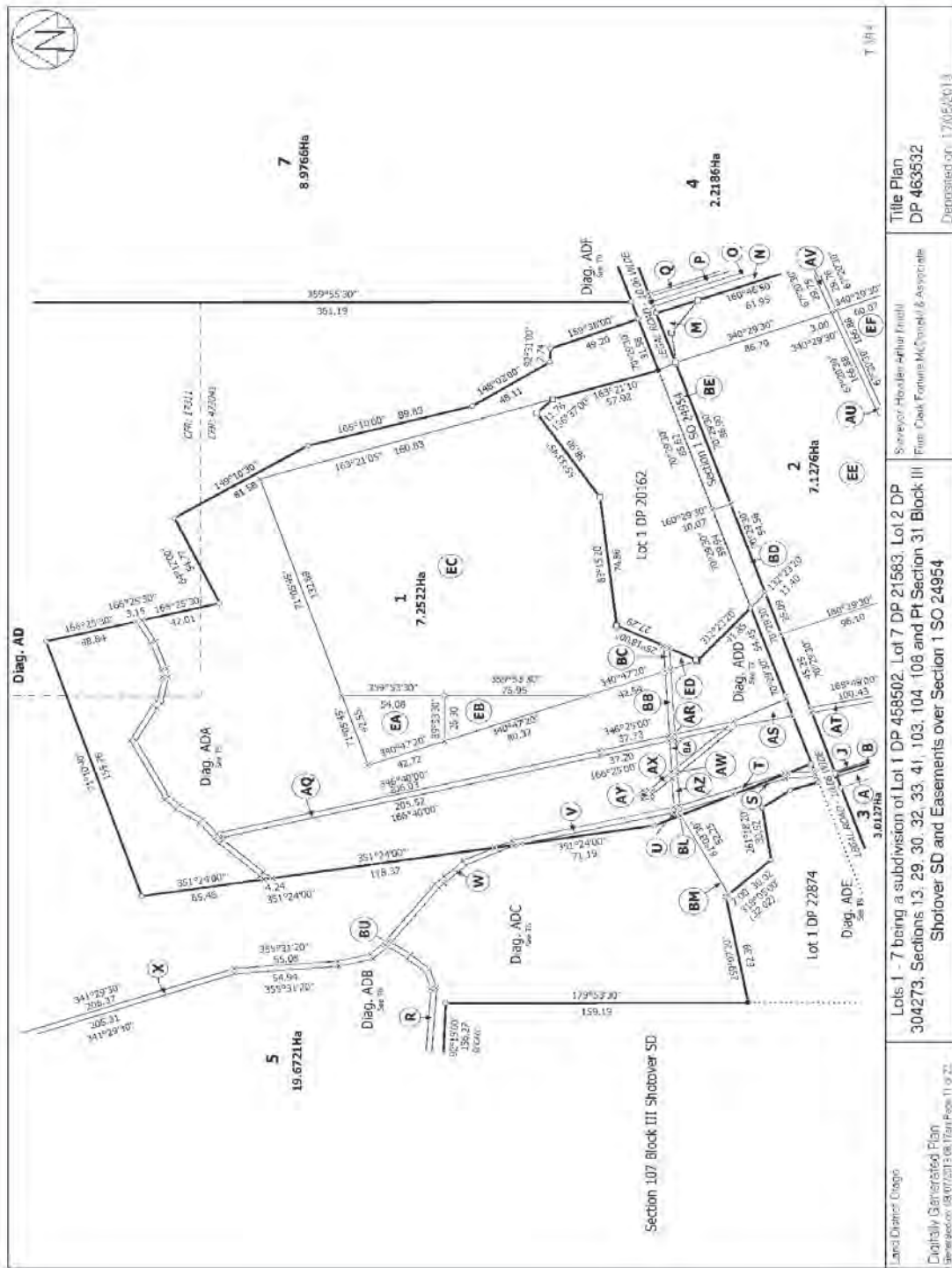
Identifier

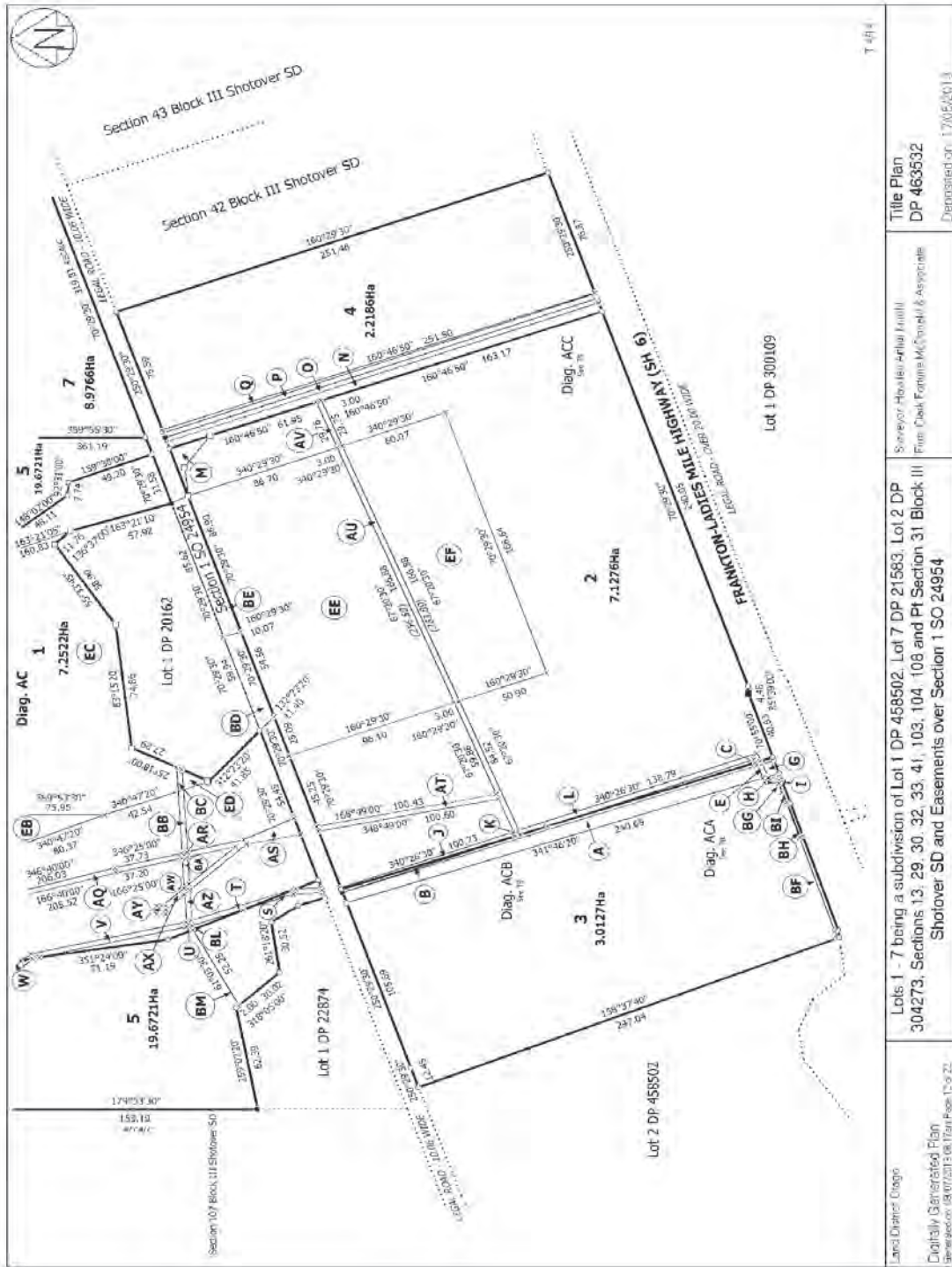
613709

Title Diagram 613709
Cov - 01/01, Pgs - 001, 02/07/13, 12-13
DocID: 213429439



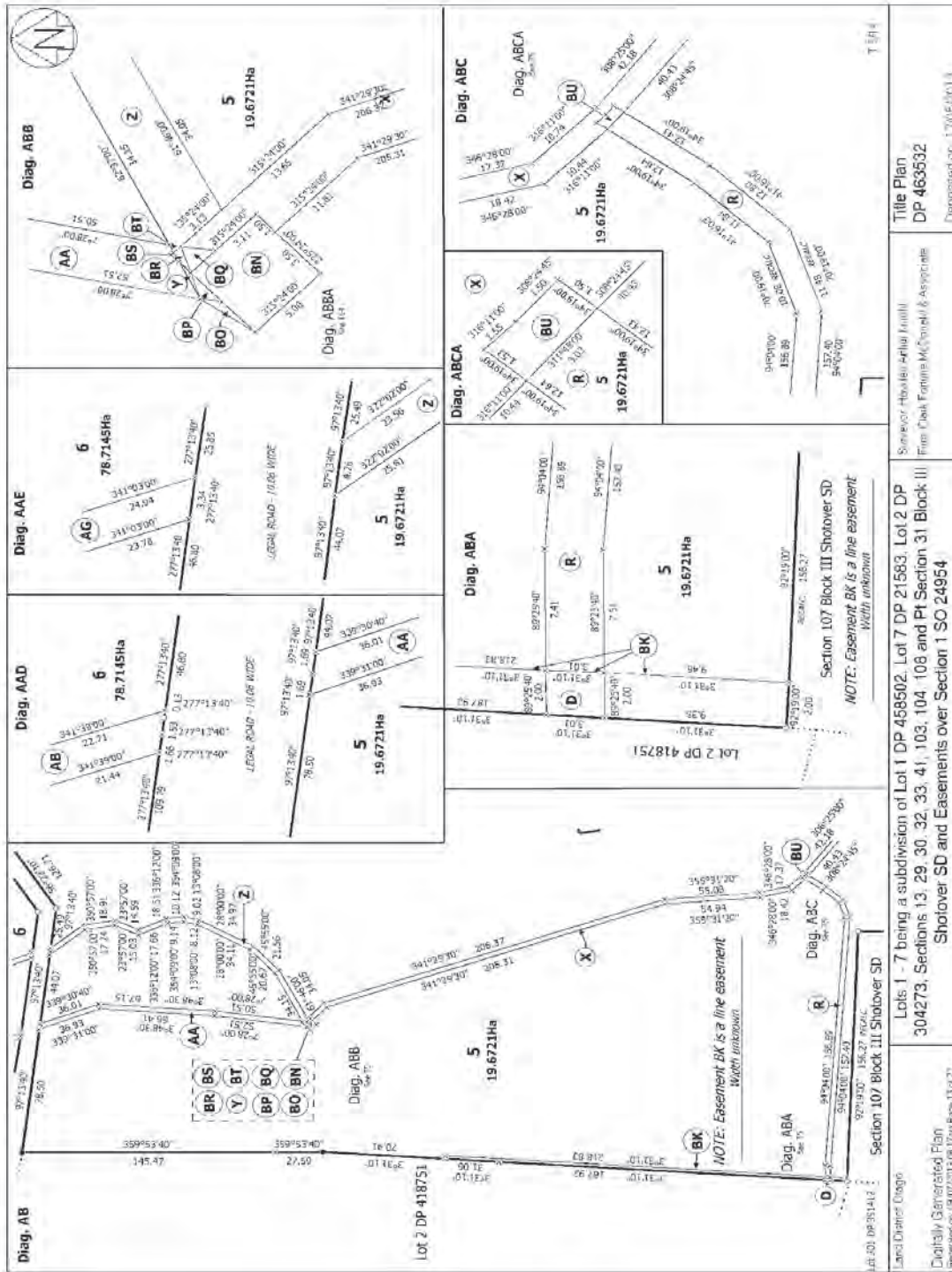




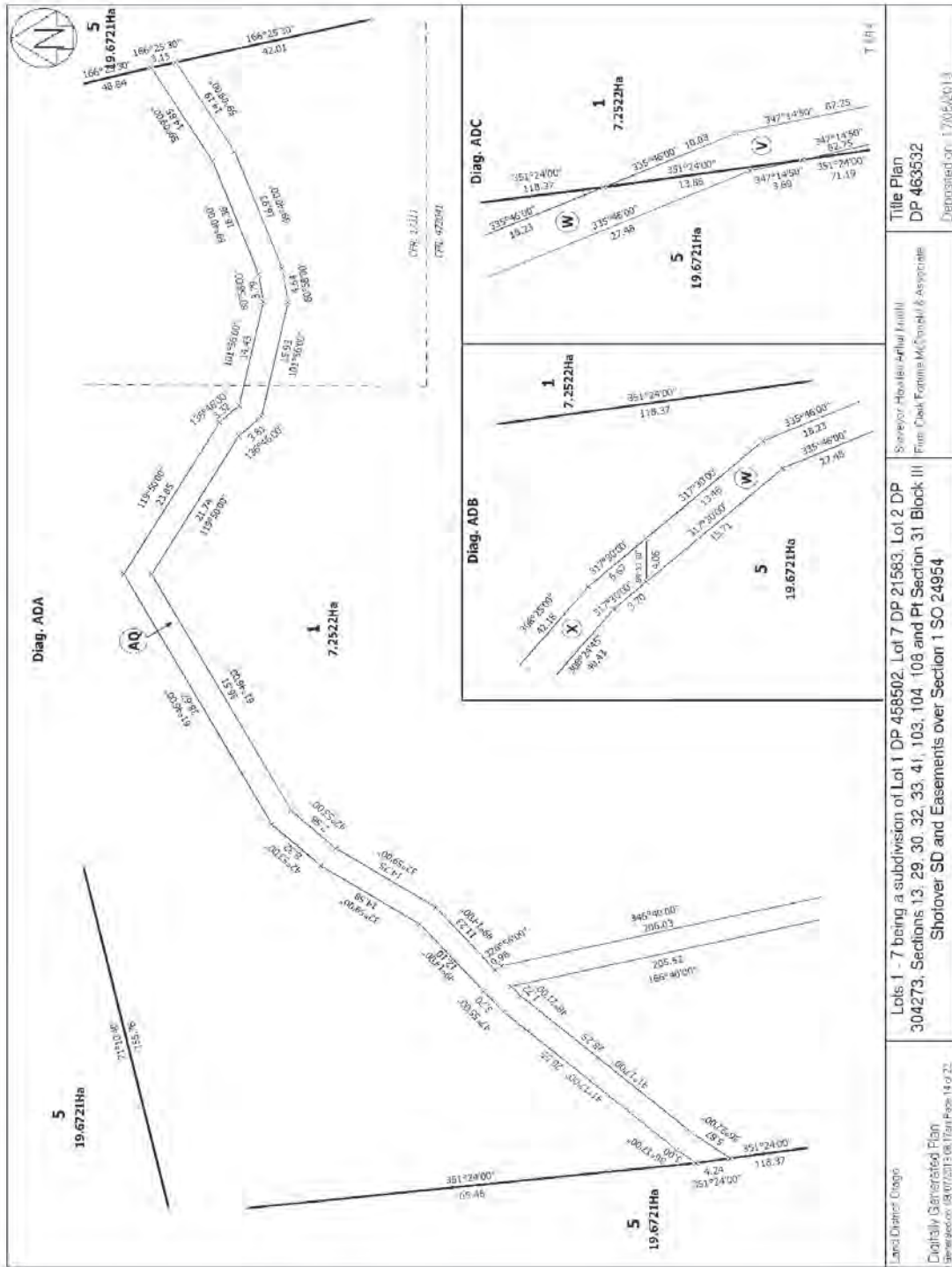


T 444

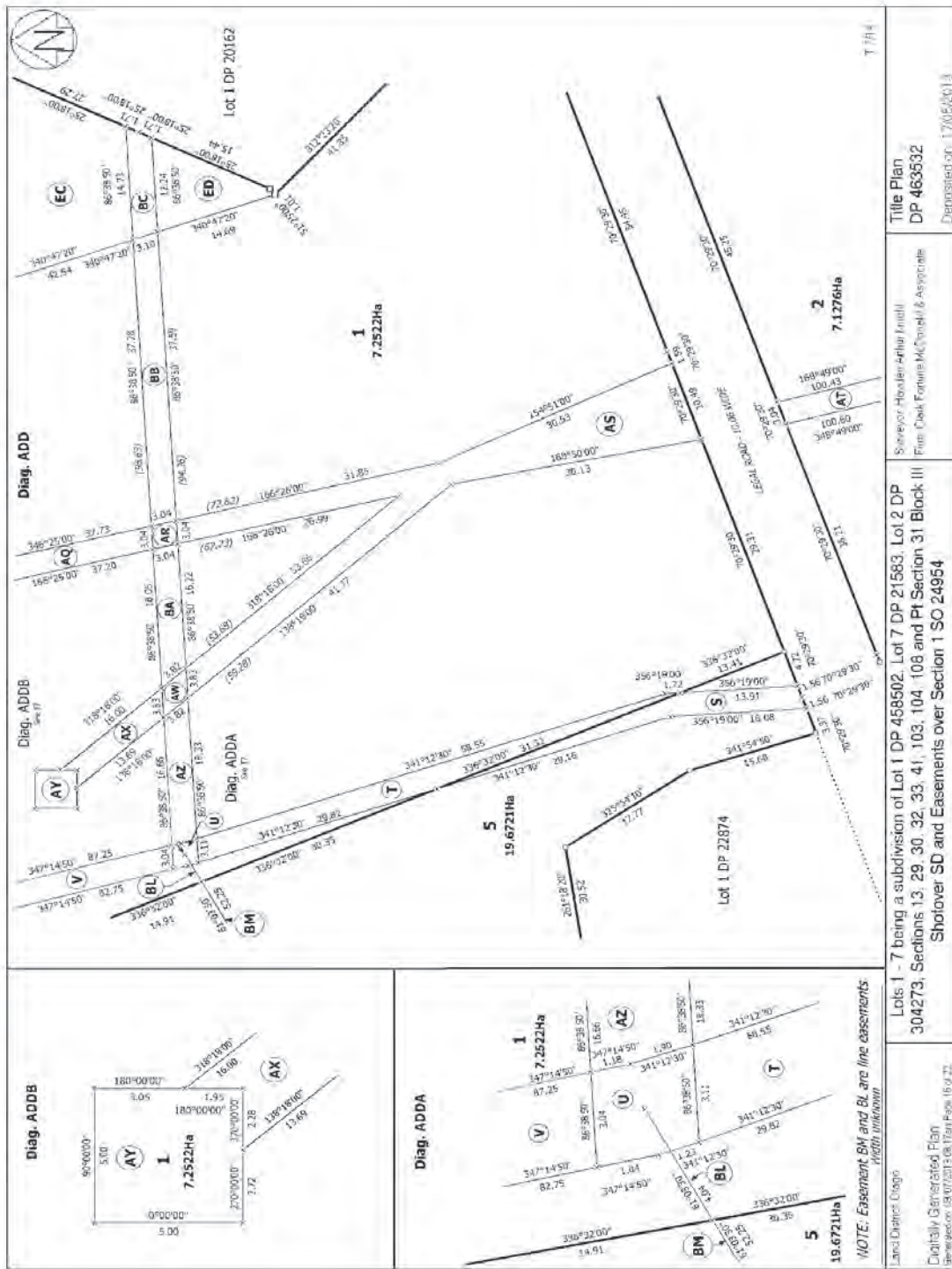
<p>Land District: Otago</p> <p>Digitally Generated Plan</p> <p>Generation Date: 18/07/2022 10:58:22</p>	<p>Diag. ACB</p> <p>Diag. ACC</p> <p>Diag. ACA</p>	<p>Surveyor: Heather-Frith (null)</p> <p>Firm: Clark Forness Macdonald & Associates</p> <p>Title Plan</p> <p>DP 463532</p>	<p>Deposited on: 17/05/2013</p>
<p>Lots 1 - 7 being a subdivision of Lot 1 DP 468502, Lot 7 DP 21583, Lot 2 DP 304273, Sections 13, 29, 30, 32, 33, 41, 103, 104, 108 and Pt Section 31 Block III Shotover SD and Easements over Section 1 SO 24954</p>			

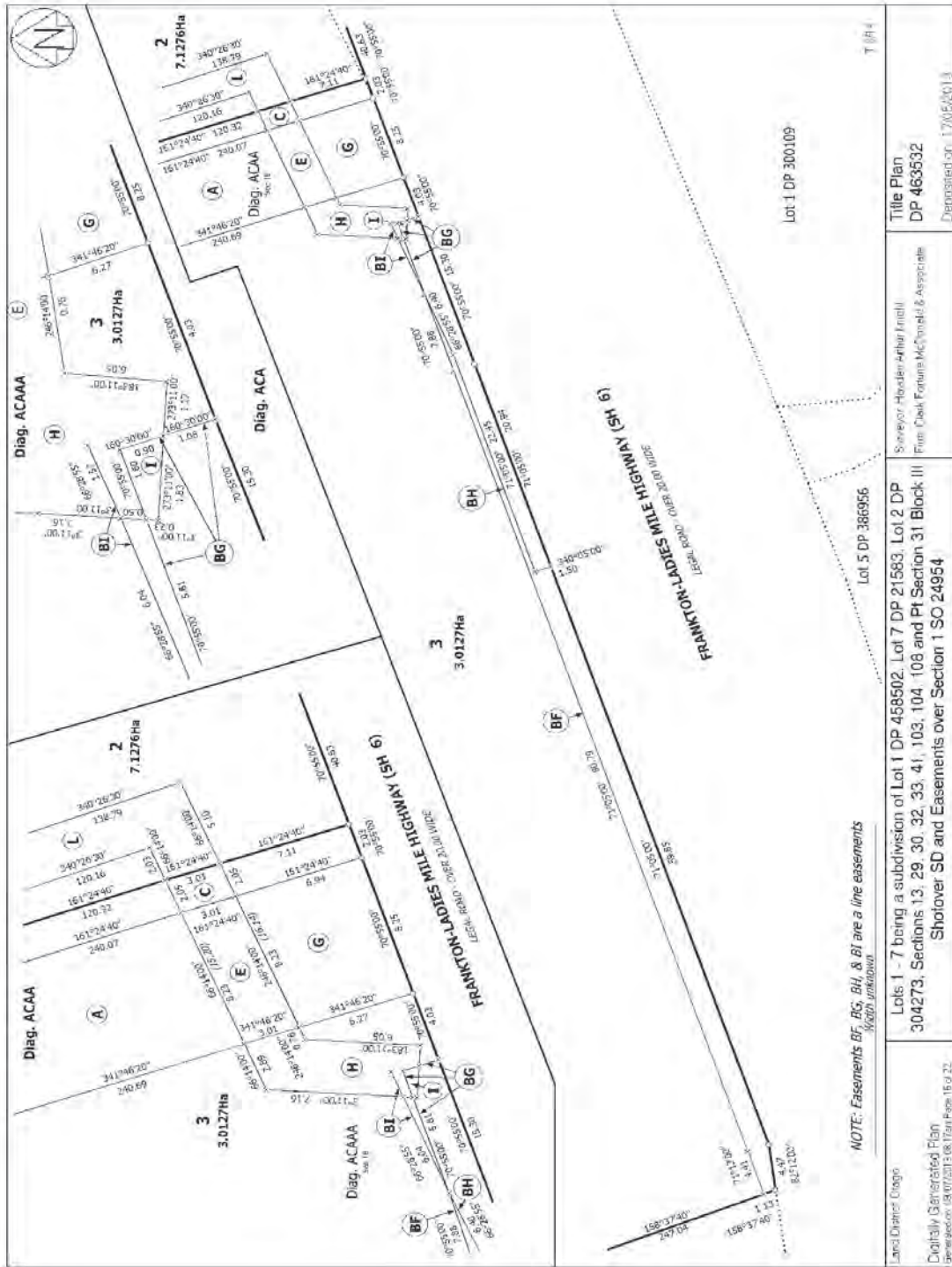


Land District Office Lot 101, DP 951412	Section 107 Block III Shotover SD	Section 107 Block III Shotover SD NOTE: Easement BK is a line easement with unknown width	Surveyor: Heather-Frith (null) Firm: Clark Forman McConnel & Associates	Title Plan DP 463532
Digitally Generated Plan Date: 01/12/2022 10:58:13 AM (17) Page 13 of 22	Lot 2 DP 418751	Section 107 Block III Shotover SD NOTE: Easement BK is a line easement with unknown width		Deposited on: 17/05/2013
	Lot 1 - 7 being a subdivision of Lot 1 DP 465012, Lot 7 DP 21583, Lot 2 DP 304273, Sections 13, 29, 30, 32, 33, 41, 103, 104, 108 and Pt Section 31 Block III Shotover SD and Easements over Section 1 SO 24954			



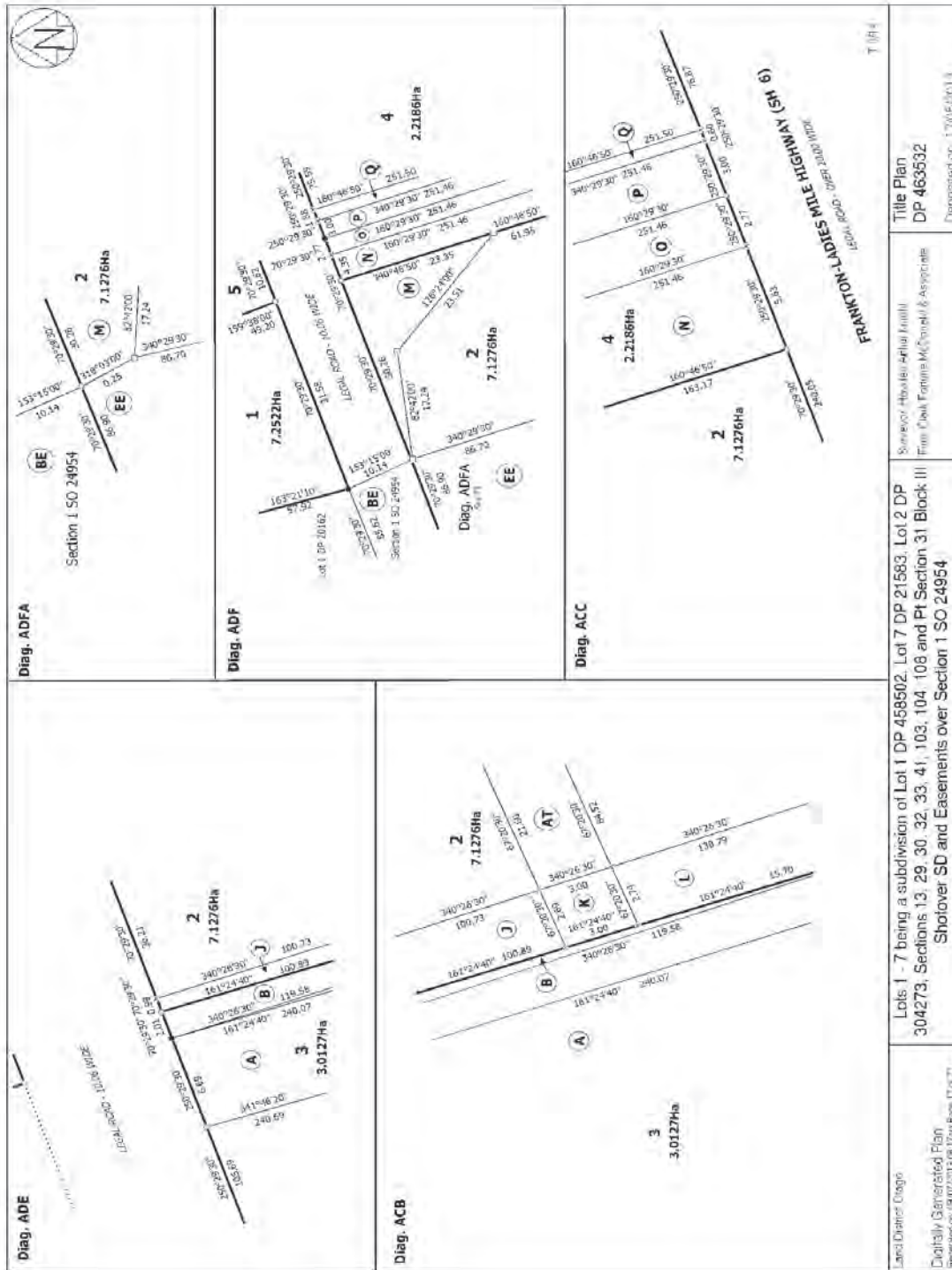
Land District: Onagie	Surveyor: Heather-Ruth Millill Firm: Clark Forman McConaha & Associates	Title Plan DP 463532
Digitally Generated Plan (Generation: 08/07/2013 08:17:01) Page 14 of 22	Lots 1 - 7 being a subdivision of Lot 1 DP 46502, Lot 7 DP 21583, Lot 2 DP 304273, Sections 13, 29, 30, 32, 33, 41, 103, 104, 108 and PT Section 31 Block III Shotlover SD and Easements over Section 1 SO 24954	
Deposited on: 17/05/2013		

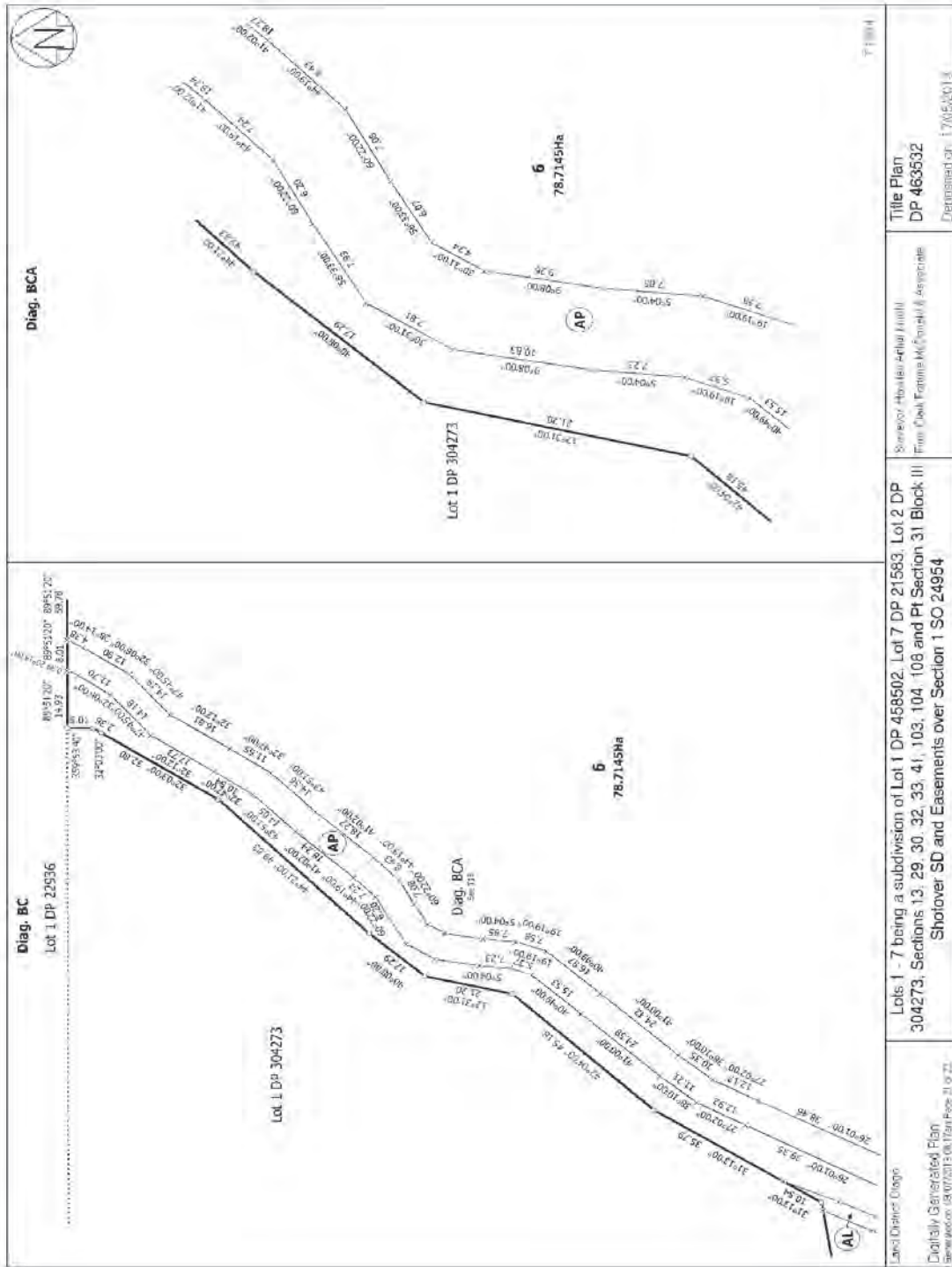




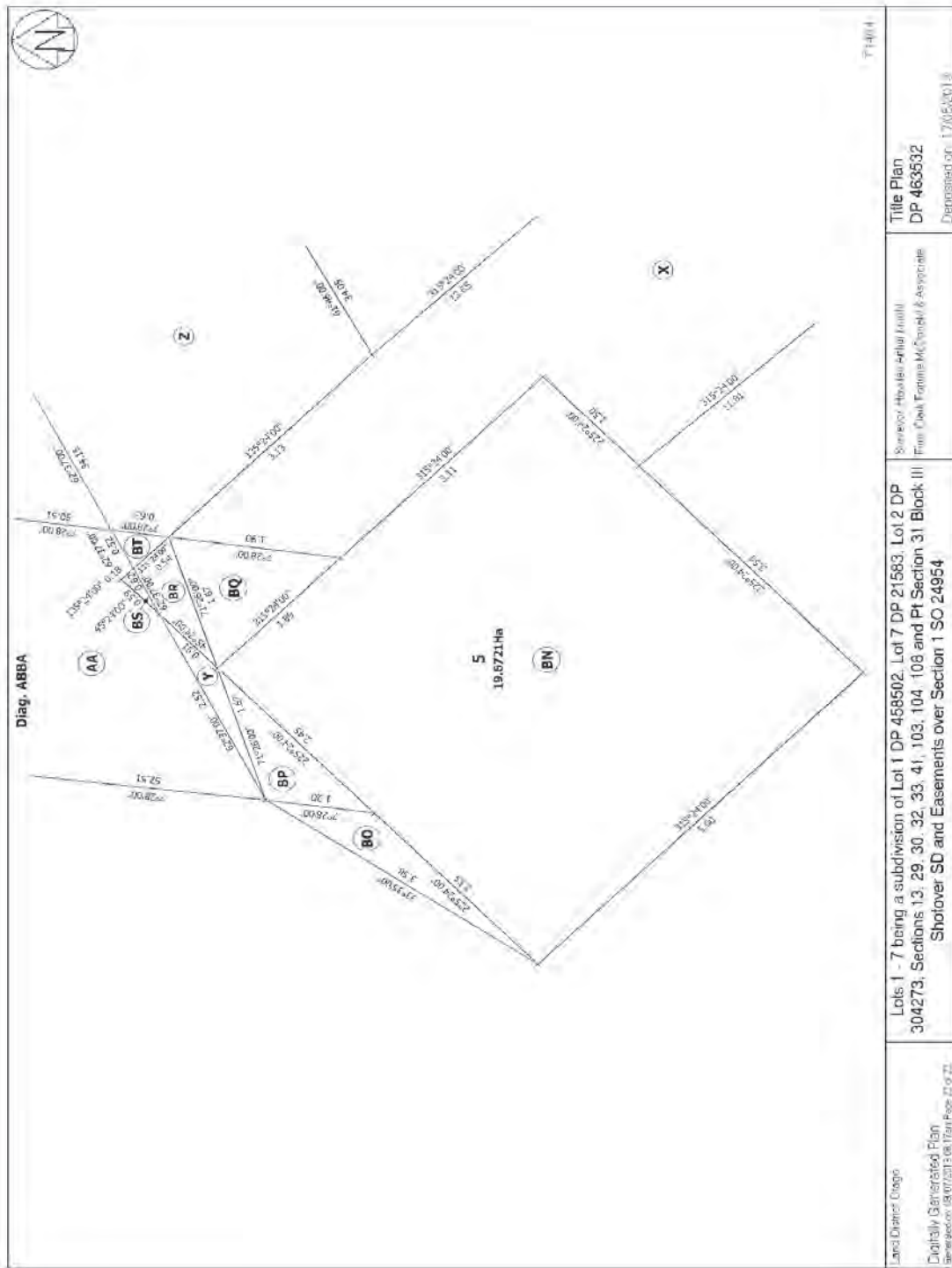
NOTE: Easements BF, BI, BH, & BI are a line easements which wraparound.

Land District: Onago	Surveyor: Heather R. Smith Firm: Clark Fortuna McConold & Associates	Title Plan DP 463532
Digitally Generated Plan Date: 08/07/2013 10:17 AM Page: 16 of 22	Lot 5 DP 386956 Lot 1 DP 300109	Deposited on: 1/20/2013
Lots 1 - 7 being a subdivision of Lot 1 DP 458502, Lot 7 DP 21583, Lot 2 DP 304273, Sections 13, 29, 30, 32, 33, 41, 103, 104, 108 and PT Section 31 Block III Shotover SD and Easements over Section 1 SO 24954		





Land District: Onkaparinga	Diag. BC	Diag. BCA	Title Plan DP 463532
Diag. BC <small>Drawn on 15/07/2015 on 17mm Page 21 of 22</small>	Lots 1 - 7 being a subdivision of Lot 1 DP 468502, Lot 7 DP 21583, Lot 2 DP 304273, Sections 13, 29, 30, 32, 33, 41, 103, 104, 108 and PT Section 31 Block III Shotlover SD and Easements over Section 1 SO 24954		Depositor: 17052013
	Surveyor: Heather-Frith (Hull) From: Clark Frazer Macdonald & Associates		





SH6 Howards Drive Roundabout

Preliminary Technical Assessment Report: Road Traffic Noise, Construction Noise and Vibration




16 August 2022

WSP Project Number: 6-DHPWT.40/01106 Noise1

Revision History

Revision No.	Prepared By	Description	Date
A	Damian Carder (WSP)	Issue 1	10/03/2022
B	Damian Carder (WSP)	Issue 2	16/08/2022

Document Acceptance

Action	Name	Signed	Date
Prepared by	Damian Carder (WSP)		16/08/2022
Issue 1 Reviewed by	Richard Jackett (WSP)		10/03/2022
Issue 2 Reviewed by	Peter Cenek (WSP)		16/08/2022

Contents

Disclaimers and Limitations	iii
Glossary	iv
1 Introduction	5
1.1 The Project.....	5
1.2 Scope.....	6
2 Assessment Criteria: Road Traffic Noise	7
2.1 NZS 6806.....	7
3 Methodology: Road Traffic Noise.....	8
3.1 PPFs	8
3.2 Input Data	10
4 Road Traffic Noise Results	11
5 Road Traffic Noise Conclusions.....	12
5.1 Noise Assessment Screen Findings.....	12
5.2 Commentary and Recommendations.....	12
6 Construction Noise and Vibration	13
6.1 NZS 6803.....	13
6.2 High level Assessment – Construction Noise.....	14
6.3 High level Assessment – Construction Vibration.....	15
6.4 Construction Noise and Vibration Management.....	16

DISCLAIMERS AND LIMITATIONS

This preliminary technical assessment report ('Report') has been prepared by WSP Research exclusively for the Kā Huanui a Tāhuna Alliance ('Client') in relation to (the 'Purpose'):

- i. a road traffic noise tier 2 assessment screen, and
- ii. a high-level construction noise and vibration assessment for the proposed SH6-Howards Drive roundabout.

The findings in this Report are based on and are subject to the assumptions specified in the Report. WSP accepts no liability whatsoever for any reliance on or use of this Report, in whole or in part, for any use or purpose other than the Purpose or any use or reliance on the Report by any third party.

The road-traffic noise assessment is not a full NZS6806 noise assessment. It is a tier 2 noise assessment screen, and as such it aims to concisely report the facts and findings. For additional background, the reader is directed to the Waka Kotahi road noise assessment guide¹ and the standard² NZS 6806. A glossary of technical terms has been provided to aid readability.

For additional background on construction noise and vibration, the reader is directed to the Waka Kotahi construction and maintenance noise and vibration guide³, NZ6803⁴ and DIN 4150-3⁵.

¹ Waka Kotahi (2016) *Guide to assessing road-traffic noise using NZS 6806 for state highway asset improvement projects*, version 1.1

² New Zealand Standard NZS 6806:2010 *Acoustics – Road-traffic noise – New and altered roads*

³ Waka Kotahi (2019) *State highway construction and maintenance noise and vibration guide*, version 1.1

⁴ New Zealand Standard NZS 6803:1999 *Acoustics – Construction noise*

⁵ German Standard DIN 4150-3 *Structural vibration Part 3: Effects on structures*

GLOSSARY

CRTN (Calculation of Road Traffic Noise) is the set of algorithms most commonly used to model road traffic noise in New Zealand. It can be implemented by hand or via software.

The **Design Year**, following the definition in NZS 6806, is a year between 10 and 20 years after the Project opens to traffic.

The **Do-Minimum** noise environment is the predicted future road traffic noise level assuming that the Project is implemented (but without additional noise mitigation).

The **Do-Nothing** noise environment is the predicted future road traffic noise level assuming that the Project is not implemented.

Free-field-equivalent sound pressure level in dB $L_{Aeq(24h)}$ is the unit of noise level by which NZS 6806 assessment is made. 'Free-field-equivalent' means any façade reflections are removed. $L_{Aeq(24h)}$ means the noise has been averaged over a 24-hour period, and the 'A' frequency weighting for human hearing has been applied. These sound pressure levels can be predicted or measured.

Protected Premises and Facilities (PPFs) are buildings used for residential activities, marae, hospitals, and teaching areas as defined in NZS 6806:2010. They are "sensitive receivers" of road traffic noise.

1 INTRODUCTION

Waka Kotahi NZ Transport Agency have committed infrastructure funding for road capacity and safety improvements on State Highway 6, Ladies Mile Corridor, as part of a “Queenstown Business Case” project. One of the improvements is an upgrade of the SH6 – Howards Drive intersection, in Lake Hayes, to a roundabout. This preliminary technical assessment report describes a noise assessment screen of the proposed Howards Drive Intersection Upgrade (“the Project”).

1.1 The Project

A roundabout is proposed to replace the current T-intersection layout (straight through on SH6 and give way signs on Howards Drive). The roundabout will occupy land extending to the south of the existing intersection, as shown in Figure 1-1 (design document KHT-NZU-DZ1-RD-DG-1000-RD1000.pdf). The roundabout will generally move traffic to the south compared to the current alignment, and therefore somewhat closer to the nearest dwellings in the south.



Figure 1-1: Proposed layout of Howards Drive Intersection Upgrade

1.2 Scope

The road-traffic, tier 2, noise assessment (sections 2-5) identifies appropriate noise criteria and an assessment methodology for the Project, and provides a preliminary noise assessment screen of the Project. Its main purpose is to identify whether or not noise mitigation is required, and if it is, to identify its approximate scale. It follows that predicted noise levels contained within this report are preliminary and approximate.

The noise and vibration assessments for construction activities related to the Project are presented in section 6. The main purpose is to estimate the scale of effects from construction noise and vibration on nearby sensitive receivers (people and structures) and indicate the approximate scale of management or mitigation that may be required. Because the details of construction have not yet been determined, it follows that predicted construction noise and vibration levels within this report are preliminary and approximate.

2 ASSESSMENT CRITERIA: ROAD TRAFFIC NOISE

Neither the Operative nor the Proposed Queenstown Lakes District Plans provide rules specifically for road traffic noise. New Zealand Standard NZS 6806:2010 is typically applied to similar state highway roading projects throughout New Zealand and will be appropriate for this Project. The traffic noise assessment has been undertaken in accordance with the minimum requirements described by Waka Kotahi in Appendix F10 of the “NZUP Queenstown Package” document.

2.1 NZS 6806

For this assessment screen the design year is 2048. Depending on the construction timeline, this may be about five years beyond the range defined in NZS 6806 (see Glossary). Official traffic projections are available for 2048, and it is our judgement that it is preferable to adopt these, rather than use extrapolated traffic volumes for an earlier year. We note that due to projected traffic growth, the choice of 2048 is conservative with respect to noise assessment.

The state highway along the region of interest forms a boundary between ‘Rural other’ to the north and ‘Small urban area’ to the south (2021 Stats NZ definitions). Protected Premises and Facilities (PPFs) are considered within 200 metres on the northern side of the Project, and within 100 metres on the southern side of the Project.

No new roads are associated with the Project, so only the NZS 6806 altered road criteria are considered. These criteria compare the Do-Nothing noise environment (in 2048 without the Project in place) to the Do-Minimum noise environment (in 2048 with the Project in place).

Before mitigation is required to be investigated, the altered road criteria require that at any PPF:

- a. the Do-Minimum noise level is at least 64 dB $L_{Aeq(24h)}$ *and* the Do-Minimum level is at least 3 dB higher than the Do-Nothing level; or
- b. the Do-Minimum noise level is at least 67 dB $L_{Aeq(24h)}$ *and* the Do-Minimum level is at least 1 dB higher than the Do-Nothing level.

Therefore, the altered road criteria involve both an absolute (e.g. 64 dB $L_{Aeq(24h)}$) and a relative (e.g. +3 dB) criterion. If these criteria are met the NZS 6806 three category system for $L_{Aeq(24h)}$ noise assessment would apply. If the altered road criteria are not met, then NZS 6806 would not require any investigation of mitigation.

3 METHODOLOGY: ROAD TRAFFIC NOISE

To evaluate against the noise assessment criteria, a simple computer noise model of the Project was constructed in SoundPLAN 8.2.

3.1 PPFs

Free-field-equivalent sound pressure levels in dB $L_{Aeq(24h)}$ have been predicted* for the nearest PPFs (within 200 metres on the northern side of SH6 or 100 metres on the southern side of SH6 in the location of the Project).

Northern side of SH6:

- 465 Ladies Mile (“Ladies Mile Pet Lodge”).

Aerials and building outlines indicate multiple buildings on the property as shown below in Figure 3-1. Only the ‘Rear Building’ is a PPF.

Southern side of SH6 (all part of “Arvida Queenstown Country Club”):

- 1, 2, 3, 4[†], 6, 8, 10, 14, 16 First Avenue
- 23, 25 Second Avenue
- 1 Third Avenue

* Levels are conservatively predicted as the nominal 95th percentile level.

† Land is allocated at 4 First Avenue although no building outline was available at the time of modelling. An indicative building outline was used to predict noise levels.



Figure 3-1: Aerial view of PPFs, north (top) and south (bottom) of the intersection.

The methodology initially assesses these PPFs most exposed to noise from the Project, and it follows that if mitigation is not required for these, then it will not be required for any more distant PPFs.

3.2 Input Data

The noise model has been populated with data from the WSP project team, LINZ Data Service*, and Mobile Road†, and is summarised in Table 3-1. Projected traffic volumes are the same with and without the Project in place.

Table 3-1: Noise model input data

Property	Value		Source
Design year	2048		WSP Project Team
DN roads	Horizontal alignment (centreline and width)		LINZ Aerials
DM roads	Horizontal alignment (centreline and width) as Figure 1-1		Design document KHT-NZU-DZ1-RD-DG-1000-RD1000.pdf
Terrain	Flat and acoustically soft		Street view
Buildings	Outlines from building-outlines. Heights set to single storey.		LINZ
Traffic speed	100 km/h on SH6, 50 km/h on Howards Drive		Street view
Do-Nothing road surface	SH6: 3CHIP reseal Grade 3/5 Howards Drive: 2CHIP reseal Grade 3/5		Mobile Road
Do-Minimum road surface	Roundabout: AC14 Roundabout 50 m approaches: AC10 Other surfaces on SH6 and Howards Drive: Grade 3/5.		WSP Reece Gibson NZUP Design Package Manager
Approximate Projected 2048 Traffic Volumes (DN and DM)	Howards Drive	6700 vpd, 6%HCV	WSP
	SH6 East	22000 vpd, 6%HCV	Matthew Gatenby
	SH6 West	25200 vpd, 6%HCV	Principal Engineer Transportation
	Roundabout (DM only)	26950 vpd, 6%HCV, est. avg per section	Interpolation

* Land Information New Zealand, <https://data.linz.govt.nz/>

† <http://mobileroad.org>

4 ROAD TRAFFIC NOISE RESULTS

Predicted Do-Nothing and Do-Minimum noise levels for each PPF are provided on the left side of Table 4-1. The middle column represents the predicted difference between Do-Nothing and Do-Minimum in the design year. The right columns provide an assessment of each PPF against the absolute (64 dB $L_{Aeq(24h)}$) and relative (+3 dB) altered road criteria, and whether the criteria are met overall.

Table 4-1: Predicted 2048 noise levels in dB $L_{Aeq(24h)}$ with and without the Project

Location	Do Nothing 2048	Do Minimum 2048	DN to DM (dB)	Meets Altered Road Criteria		
				“64 dB”	“+ 3 dB”	Overall
465 Ladies Mile	61	59	-1.8	No	No	No
First Avenue 1	61	61	0.0	No	No	No
First Avenue 2	62	62	-0.2	No	No	No
First Avenue 3	58	57	-0.7	No	No	No
First Avenue 4	65	64	-0.2	No	No	No
First Avenue 6	65	65	-0.2	Yes	No	No
First Avenue 8	65	65	-0.2	Yes	No	No
First Avenue 10	61	61	-0.4	No	No	No
First Avenue 14	65	65	0.0	Yes	No	No
First Avenue 16	65	65	+0.1	Yes	No	No
Second Avenue 23	55	55	-0.5	No	No	No
Second Avenue 25	60	60	-0.3	No	No	No
Third Avenue 1	57	57	-0.4	No	No	No

As shown in Table 4-1, the NZS 6806 altered road criteria have been not met at any PPF. Four PPFs met the absolute criterion, but none experienced a significant increase in noise level between Do-Nothing and Do-Minimum.

5 ROAD TRAFFIC NOISE CONCLUSIONS

5.1 Noise Assessment Screen Findings

This assessment screen finds that NZS 6806 altered road criteria are not met by the Project, and therefore NZS 6806 should not be applied to investigate noise mitigation for the Project.

The existing noise environment is dominated by traffic on SH6. This will continue to be the case following construction of the roundabout. The character of the road traffic noise will change somewhat – from high-speed traffic to a lower speed, but with vehicle acceleration and deceleration sounds more prominent. The change in character may be noticed by nearby PPFs initially, but with time most people should find that the SH6 traffic becomes “background noise” again.

Consequently, noise effects should be minimal, and noise mitigation is not required for the Project.

5.2 Commentary and Recommendations

The Project will move traffic slightly closer to dwellings south of the intersection, due to the horizontal alignment of the roundabout. On its own, this would be expected to cause a very small increase in noise levels at some PPFs, but it will be offset by use of a quieter asphalt road surface near to the roundabout. The result is that there is essentially no difference in predicted noise levels at Arvida Queenstown Country Club, with or without the Project. If the bund shown in Figure 1-1 is constructed, the Do-Minimum noise levels may be somewhat lower than the Do-Nothing levels, though this has not been modelled.

The sole PPF to the north (365 Ladies Mile) will also experience similar noise levels with or without the roundabout (a 1.8 dB reduction is not likely to be an audible improvement).

Whereas previously straight-through traffic on SH6 did not have to slow for the intersection, the introduction of a roundabout will require all traffic to decelerate, negotiate the roundabout, and accelerate away. Vehicles decelerating and accelerating influence both the absolute noise emission level and the character of the traffic noise. The noise emission level has been considered in the noise assessment screen by following best practice in noise modelling, concluding that no investigation of noise mitigation is required. However, because truck engine braking can potentially cause community annoyance, we recommend that any practicable measures that would reduce the incidence or severity of engine braking into the roundabout should be implemented.

The quality and condition of the road surface can have a significant effect on how road traffic noise is perceived. Surfaces should be durable and competently laid. Any joins between surfaces should be smooth and flat, without discontinuities.

6 CONSTRUCTION NOISE AND VIBRATION

A high-level indicative assessment of construction noise and vibration is provided below. It is based on the limited construction information available at this time (prior to consenting) and is supported by our experience of similar state highway upgrade projects in New Zealand. Guidance on construction noise and vibrations for State Highways is provided by Waka Kotahi*, along with minimum requirements in Appendix F8.3.2 of the “NZUP Queenstown Package” document.

6.1 NZS 6803

The Queenstown Lakes District Council (QLDC) Proposed District Plan (rule 36.5.13) provides for construction noise to be assessed in accordance with NZS 6803:1999. It states that construction noise must comply with the recommended upper limits in Table 2 (residential zones) and Table 3 (industrial/commercial zones) of NZS 6803. Broad guidance related to noise control on the QLDC website is also available† where an exemption is required for periods of noisy construction outside of defined time windows (e.g. night work).

Table 2 of NZS 6803 sets out desirable noise limits for work of “typical” duration, and recommends that these limits be decreased for work of long-term duration (more than 20 weeks). Construction of this Project could extend beyond 20 weeks and therefore the long-term duration levels are appropriate.

The night-time noise limits recommended in NZS 6803 are strict, and often mean that no night-time work can take place without an exceedance. If the appointed contractor considers night-time work is required, the need for it and appropriate noise levels for that specific work would normally be negotiated with Council as the situation arises.

* <https://www.nzta.govt.nz/roads-and-rail/highways-information-portal/technical-disciplines/noise-and-vibration/construction-and-maintenance-noise/>

† <https://www.qldc.govt.nz/services/environmental-health/noise-control>

6.2 Construction Noise

Road construction projects typically involve activities that can be broadly classified into four stages: enabling works, earthworks, paving, and general site works (incl. stormwater, services, etc).

Our experience from other state highway construction projects of a similar scale, including rural roundabouts, is that the first 3 stages are likely to generate similar noise levels, and the general site works a slightly lower level on average. Conservative estimates of the noise emission of each activity*, evaluated against the 'long duration' day-time criteria, result in a critical distance of approximately 80 metres. Therefore, if the distance between activity and receiver is less than 80 metres during the first 3 stages of work, there is a chance of an exceedance.

The receivers in the vicinity of the project are residential and commercial ('Ladies Mile Pet Lodge' at 485 Ladies Mile). The closest dwellings are the residence of 485 Ladies Mile ('Pet Lodge'), and the properties on First Avenue (1, 2, 4, 6 & 8). To the closest points of construction, the residential buildings on First Avenue are all typically around 80 metres away. Therefore, the daytime noise limits could be exceeded at these points of construction and need to be managed. The residence at 485 Ladies Mile is around 85 metres from the closest point of roundabout construction, so could potentially exceed noise levels. The commercial buildings at the front of 485 Ladies Mile are around 25 metres from the closest point of construction. These buildings are presently close to SH6 so experience a background noise level such that a less stringent noise level (i.e. 75 dB L_{Aeq}) is warranted (a "background plus" approach is consistent with 7.2.6 in NZS 6803:1999). However, given the proximity of these buildings, there is still potential for noise exceedance that needs to be managed.

The area to the southeast of the proposed roundabout (on Council land at 516 Ladies Mile) is a proposed location for construction staging and plant storage. Depending on the exact location of this area, it could be within the critical distances for one or more of the First Avenue properties (primarily 1, 2 & 4 First Avenue) raising the possibility of noise exceedance for this receiver. This should be managed by a confirmed location at a sufficient distance from sensitive receivers and/or by providing appropriate noise screening.

Some night-work may be required to construct the tie-ins to the existing network, which may exceed the NZS 6803 night-time noise limits. Whether or not an exceedance is expected, night-work should be managed via site specific plans.

* An example is used of an Excavator (36t), Dozer (18t), two Dump Trucks and a Grader to give a combined predicted source level of 85 dB L_{Aeq} at 10 m.

6.3 Construction Vibration

There is no New Zealand standard for managing vibration. The Queenstown Lakes District Council (QLDC) Proposed District Plan (rule 36.5.9) states that vibration from any activity shall not exceed guidelines given in the German Standard DIN 4150-3:1999. The vibration guidelines in this Standard are based on the type of structure (residential/commercial/sensitive) and duration (short or long-term). Short-term vibration is generally defined as a single shock followed by a period of rest, such as pile-driving, drop hammer or blasting. Piling work is not expected to be required for construction of the Project, and therefore the primary sources of vibration are expected to be bulldozers, excavators, and vibratory rollers. The construction activities in this project are therefore expected to be of a long-term definition. Guideline vibration values, below which damage should not occur, are 10 mm/s for commercial buildings and 5 mm/s for residential buildings. A vibration guideline level for sensitive receivers (e.g. of cultural or historic significance) has a lower value of 2.5 mm/s.

Vibrational effects on humans are not covered by DIN 4150-3:1999. However, vibration could cause annoyance and potential complaints, especially if vibration occurs without prior warning. A vibration velocity of 1 mm/s is suggested by British Standard BS 5228-2:2009 as likely leading to complaints but would be otherwise tolerated through prior warning and explanation to the community.

Extrapolating from similar projects (albeit with potentially different soils), vibration effects on buildings are predicted to be within DIN 4150-3:199 guidelines for distances greater than 10 metres (commercial structures) and 20 metres (residential structures). All residential and commercial structures in this assessment are at distances greater than 20 metres from construction activity.

Therefore there is some potential for vibration levels to cause concern and/or complaints within the community, but the risk is low. This should be managed through communication strategies as outlined in a management plan.

We are not aware of any historic or culturally sensitive structures in the area of the project (conservatively within 50 m).

6.4 Construction Noise and Vibration Management

Noise and vibration associated with the construction of the Project has the potential to cause annoyance and disruption to sensitive receivers in proximity to the Project. The residential and commercial buildings closest to the construction are at a distance such that occasional noise exceedances are possible (but not likely). The vibrational effects on buildings are not expected to exceed guideline levels, and the potential for annoyance to the community from vibration is low.

To ensure management of construction noise and vibration effects, it is recommended that there be a designation condition requiring a Construction Noise and Vibration Management Plan (CNVMP) be prepared following the guidance in NZS 6803 (for noise) and section 5 of Waka Kotahi's State Highway Construction and Maintenance Noise and Vibration Guide (for vibration) and approved prior to the start of construction works. The scale of the CNVMP should be proportional to the risk of exceedance and community annoyance, which is low.

Provided that an appropriate CNVMP is produced and adhered to, and good construction practices are followed, the construction of the Project should be achieved without significant construction noise or vibration effects.

Example management plans and templates are available from Waka Kotahi*

* <https://www.nzta.govt.nz/roads-and-rail/highways-information-portal/technical-disciplines/noise-and-vibration/construction-and-maintenance-noise/>

From: "Roberts, Shane" <shane.l.roberts@wsp.com>
Sent: Tue, 7 Feb 2023 10:30:25 +1300
To: "Mary McConnell" <mary.mcconnell@qldc.govt.nz>
Cc: "van Hout, George" <George.vanHout@wsp.com>
Subject: FW: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout
Attachments: SH6 Roundabout - Howards Drive Noise Assessment Report - Issue 2_signed.pdf

Hi Mary,

Apologies for the confusion, yes there is an updated report which I should have lodged instead of the March version.

The concept design had been tweaked slightly, hence we updated the report to reflect this. Also note George's comments below.

Sorry for the confusion! Let me know if you have any queries.

Cheers

Shane

Shane Roberts
Planning Lead
Kā Huanui a Tāhuna

M +64 27 237 1168

Office Location 67 Gorge Road, Queenstown 9300



From: van Hout, George <George.vanHout@wsp.com>
Sent: Friday, 3 February 2023 12:06 PM
To: Roberts, Shane <shane.l.roberts@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout

Hi Shane,

The 10 March 2022 report had a footer note on page 8 which states "Levels are conservatively predicted as the nominal 85th percentile level". The 85th is a error and should reference 95th percentile. This was updated in the 16 August 2022 report.

As outlined in our original Request for Further Information Response, this statement of the 95th percentile level refers to section 5.3.2(b) of New Zealand Standard NZS 6806:2010 which requires noise-modelling software to “*have an accuracy based on field tests demonstrating that the predicted level does not vary from the measured level by more than +/- 2dB at the 95% confidence interval*”

Cheers



George van Hout
Senior Acoustic Consultant
He/Him

T: +64 3 343 9860
M: 0272592712
George.vanHout@wsp.com

WSP
12 Moorhouse Ave
Christchurch, 8011
New Zealand

wsp.com/nz

From: Roberts, Shane <shane.l.roberts@wsp.com>
Sent: Thursday, 2 February 2023 5:09 pm
To: van Hout, George <George.vanHout@wsp.com>
Subject: FW: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout

Hi George – can we discuss tomorrow?



Shane Roberts
Technical Principal - Planning

T: +64 3 471 5565
M: +64 27 237 1168
shane.l.roberts@wsp.com

wsp.com/nz

From: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Sent: Thursday, 2 February 2023 4:37 PM
To: Roberts, Shane <shane.l.roberts@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout

Hi Shane

AES have noticed that WSP are referring to a later version of the Howards Drive roundabout assessment (WSP project number 6-DHPWT.30/01106Noise1, **dated 16 August 2022**) than the one we received and that is available on eDocs (WSP project number 6-DHPWT.40/01106 Noise1, dated 10 March 2022).

Do you have a copy of the August report?

Thanks

Mary

Ngā mihi | with kind regards,

Mary McConnell | Resource Management
Consultant | Planning and Development
Queenstown Lakes District Council
M: +64 21 721 623
E: mary.mcconnell@qldc.govt.nz



From: Roberts, Shane <shane.l.roberts@wsp.com>
Sent: Thursday, 02 February 2023 2:05 PM
To: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Cc: Simon Underwood <Simon.underwood@nzta.govt.nz>; Helen Dempster <Helen.Dempster@nzta.govt.nz>; Richard Shaw <richard.shaw@nzta.govt.nz>; Gibson, Reece <reece.gibson@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout

Good afternoon Mary,

Attached is our response.

I'd be grateful if you confirm nothing further is needed in this regard.

Kind Regards

Shane

Shane Roberts
Planning Lead
Kā Huanui a Tāhuna

M +64 27 237 1168
Office Location 67 Gorge Road, Queenstown 9300



From: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Sent: Tuesday, 31 January 2023 3:19 PM
To: Roberts, Shane <shane.l.roberts@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi - Howards Drive Roundabout

Hi Shane

Our acoustic team have responded with:

The WSP response talks about the accuracy of the modelling software (which should not vary by more than +2dB at the 95% confidence interval). However the note in the WSP report talks about how the predictions are conservatively predicted as the nominal 85% percentile level. This appears to be a different idea.

More commonly the 85th percentile in traffic terms would represent the vehicle speed below which 85 percent of vehicles travel.

Can WSP confirm with the report author whether this is the intent of this statement, and whether that has any bearing on the speeds presented in response to Q2?

Is this able to be forwarded to your acoustic experts?

Cheers

Ngā mihi | with kind regards,

Mary McConnell | Resource Management
Consultant | Planning and Development
Queenstown Lakes District Council
M: +64 21 721 623
E: mary.mcconnell@qldc.govt.nz



From: Roberts, Shane <shane.l.roberts@wsp.com>
Sent: Thursday, 26 January 2023 3:45 PM
To: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Cc: Simon Underwood <Simon.underwood@nzta.govt.nz>; Richard Shaw <richard.shaw@nzta.govt.nz>;

Helen Dempster <Helen.Dempster@nzta.govt.nz>; van Hout, George <George.vanHout@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout

Good afternoon Mary,

Our response to your RFI attached.

Kind regards

Shane

Shane Roberts
Planning Lead
Kā Huanui a Tāhuna

M +64 27 237 1168

Office Location 67 Gorge Road, Queenstown 9300



From: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Sent: Thursday, 12 January 2023 2:01 PM
To: Roberts, Shane <shane.l.roberts@wsp.com>
Subject: Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout

Hi Shane

Happy New Year, I hope you had an enjoyable break and got some sunshine!

I have received feedback from all experts regarding the **Howards Drive Roundabout** works and accordingly, Queenstown Lakes District Council requires additional information to enable a full assessment of your application and to better understand the proposal and its potential effects on the environment. Further information is requested under Section 92(1) of the Resource Management Act 1991 (RMA).

With regard to feedback from experts:

- Land development have no queries/questions regarding the works.
- QLDC Parks/Arborists have requested the same approach as the Frankton Roundabout works with regard to a suitable tree mitigation planting plan – I have attached their email.
- The Acoustic specialists have reviewed the report for the **SH6 Howards Drive Roundabout** and have the following questions:

1. Can WSP Research confirm what is meant by their statement “Levels are conservatively predicted as the nominal 85th percentile level”?
2. It would be helpful to know whether the noise prediction model included allowance for vehicles to slow down into/accelerate out of the roundabout, or if a constant speed had been assumed?

Responding to this request

What are your options? You may:

- (a) Provide the information requested within 15 working days s92A(1)(a) of this letter, or;
- (b) Tell us in writing the date you will be providing the information, if you need longer than 15 working days (section 92A(1)(b)). If you chose this option the date will need to be agreed with the writer. Or;
- (c) Tell us in writing that you refuse to provide this information (section 92A(1)(c)).

What happens then?

Option 1

If you decide to provide the information under option (a) or (b) above, your application will be placed on hold until the information is received (section 88c(2)(b)). After that it will be taken off hold and the processing of the application will continue.

Option 2

If you chose option (c) above and refuse to provide the information, or;

If you agree to provide the information by an agreed date and then do not do so without obtained agreement of an alternative date with the writer, or;

You do not respond at all;

Section 95C of the RMA requires that the application must be publicly notified.

We strongly suggest that you choose options (a) and (b) above to avoid the notification of the application based on insufficient information.

Happy to discuss,

Ngā mihi | with kind regards,

Mary McConnell | Resource Management
Consultant | Planning and Development
Queenstown Lakes District Council
M: +64 21 721 623
E: mary.mcconnell@qldc.govt.nz



NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

-LAEHhHzdJzBITWfa4Hgs7pbKl



SH6 Howards Drive Roundabout

Preliminary Technical Assessment Report: Road Traffic Noise, Construction Noise and Vibration




16 August 2022

WSP Project Number: 6-DHPWT.40/01106 Noise1

Revision History

Revision No.	Prepared By	Description	Date
A	Damian Carder (WSP)	Issue 1	10/03/2022
B	Damian Carder (WSP)	Issue 2	16/08/2022

Document Acceptance

Action	Name	Signed	Date
Prepared by	Damian Carder (WSP)		16/08/2022
Issue 1 Reviewed by	Richard Jackett (WSP)		10/03/2022
Issue 2 Reviewed by	Peter Cenek (WSP)		16/08/2022

Contents

Disclaimers and Limitations	iii
Glossary	iv
1 Introduction	5
1.1 The Project.....	5
1.2 Scope.....	6
2 Assessment Criteria: Road Traffic Noise	7
2.1 NZS 6806.....	7
3 Methodology: Road Traffic Noise.....	8
3.1 PPFs	8
3.2 Input Data	10
4 Road Traffic Noise Results	11
5 Road Traffic Noise Conclusions.....	12
5.1 Noise Assessment Screen Findings.....	12
5.2 Commentary and Recommendations.....	12
6 Construction Noise and Vibration	13
6.1 NZS 6803.....	13
6.2 High level Assessment – Construction Noise.....	14
6.3 High level Assessment – Construction Vibration.....	15
6.4 Construction Noise and Vibration Management.....	16

DISCLAIMERS AND LIMITATIONS

This preliminary technical assessment report ('Report') has been prepared by WSP Research exclusively for the Kā Huanui a Tāhuna Alliance ('Client') in relation to (the 'Purpose'):

- i. a road traffic noise tier 2 assessment screen, and
- ii. a high-level construction noise and vibration assessment for the proposed SH6-Howards Drive roundabout.

The findings in this Report are based on and are subject to the assumptions specified in the Report. WSP accepts no liability whatsoever for any reliance on or use of this Report, in whole or in part, for any use or purpose other than the Purpose or any use or reliance on the Report by any third party.

The road-traffic noise assessment is not a full NZS6806 noise assessment. It is a tier 2 noise assessment screen, and as such it aims to concisely report the facts and findings. For additional background, the reader is directed to the Waka Kotahi road noise assessment guide¹ and the standard² NZS 6806. A glossary of technical terms has been provided to aid readability.

For additional background on construction noise and vibration, the reader is directed to the Waka Kotahi construction and maintenance noise and vibration guide³, NZ6803⁴ and DIN 4150-3⁵.

¹ Waka Kotahi (2016) *Guide to assessing road-traffic noise using NZS 6806 for state highway asset improvement projects*, version 1.1

² New Zealand Standard NZS 6806:2010 *Acoustics – Road-traffic noise – New and altered roads*

³ Waka Kotahi (2019) *State highway construction and maintenance noise and vibration guide*, version 1.1

⁴ New Zealand Standard NZS 6803:1999 *Acoustics – Construction noise*

⁵ German Standard DIN 4150-3 *Structural vibration Part 3: Effects on structures*

GLOSSARY

CRTN (Calculation of Road Traffic Noise) is the set of algorithms most commonly used to model road traffic noise in New Zealand. It can be implemented by hand or via software.

The **Design Year**, following the definition in NZS 6806, is a year between 10 and 20 years after the Project opens to traffic.

The **Do-Minimum** noise environment is the predicted future road traffic noise level assuming that the Project is implemented (but without additional noise mitigation).

The **Do-Nothing** noise environment is the predicted future road traffic noise level assuming that the Project is not implemented.

Free-field-equivalent sound pressure level in dB $L_{Aeq(24h)}$ is the unit of noise level by which NZS 6806 assessment is made. 'Free-field-equivalent' means any façade reflections are removed. $L_{Aeq(24h)}$ means the noise has been averaged over a 24-hour period, and the 'A' frequency weighting for human hearing has been applied. These sound pressure levels can be predicted or measured.

Protected Premises and Facilities (PPFs) are buildings used for residential activities, marae, hospitals, and teaching areas as defined in NZS 6806:2010. They are "sensitive receivers" of road traffic noise.

1 INTRODUCTION

Waka Kotahi NZ Transport Agency have committed infrastructure funding for road capacity and safety improvements on State Highway 6, Ladies Mile Corridor, as part of a “Queenstown Business Case” project. One of the improvements is an upgrade of the SH6 – Howards Drive intersection, in Lake Hayes, to a roundabout. This preliminary technical assessment report describes a noise assessment screen of the proposed Howards Drive Intersection Upgrade (“the Project”).

1.1 The Project

A roundabout is proposed to replace the current T-intersection layout (straight through on SH6 and give way signs on Howards Drive). The roundabout will occupy land extending to the south of the existing intersection, as shown in Figure 1-1 (design document KHT-NZU-DZ1-RD-DG-1000-RD1000.pdf). The roundabout will generally move traffic to the south compared to the current alignment, and therefore somewhat closer to the nearest dwellings in the south.



Figure 1-1: Proposed layout of Howards Drive Intersection Upgrade

1.2 Scope

The road-traffic, tier 2, noise assessment (sections 2-5) identifies appropriate noise criteria and an assessment methodology for the Project, and provides a preliminary noise assessment screen of the Project. Its main purpose is to identify whether or not noise mitigation is required, and if it is, to identify its approximate scale. It follows that predicted noise levels contained within this report are preliminary and approximate.

The noise and vibration assessments for construction activities related to the Project are presented in section 6. The main purpose is to estimate the scale of effects from construction noise and vibration on nearby sensitive receivers (people and structures) and indicate the approximate scale of management or mitigation that may be required. Because the details of construction have not yet been determined, it follows that predicted construction noise and vibration levels within this report are preliminary and approximate.

2 ASSESSMENT CRITERIA: ROAD TRAFFIC NOISE

Neither the Operative nor the Proposed Queenstown Lakes District Plans provide rules specifically for road traffic noise. New Zealand Standard NZS 6806:2010 is typically applied to similar state highway roading projects throughout New Zealand and will be appropriate for this Project. The traffic noise assessment has been undertaken in accordance with the minimum requirements described by Waka Kotahi in Appendix F10 of the “NZUP Queenstown Package” document.

2.1 NZS 6806

For this assessment screen the design year is 2048. Depending on the construction timeline, this may be about five years beyond the range defined in NZS 6806 (see Glossary). Official traffic projections are available for 2048, and it is our judgement that it is preferable to adopt these, rather than use extrapolated traffic volumes for an earlier year. We note that due to projected traffic growth, the choice of 2048 is conservative with respect to noise assessment.

The state highway along the region of interest forms a boundary between ‘Rural other’ to the north and ‘Small urban area’ to the south (2021 Stats NZ definitions). Protected Premises and Facilities (PPFs) are considered within 200 metres on the northern side of the Project, and within 100 metres on the southern side of the Project.

No new roads are associated with the Project, so only the NZS 6806 altered road criteria are considered. These criteria compare the Do-Nothing noise environment (in 2048 without the Project in place) to the Do-Minimum noise environment (in 2048 with the Project in place).

Before mitigation is required to be investigated, the altered road criteria require that at any PPF:

- a. the Do-Minimum noise level is at least 64 dB $L_{Aeq(24h)}$ and the Do-Minimum level is at least 3 dB higher than the Do-Nothing level; or
- b. the Do-Minimum noise level is at least 67 dB $L_{Aeq(24h)}$ and the Do-Minimum level is at least 1 dB higher than the Do-Nothing level.

Therefore, the altered road criteria involve both an absolute (e.g. 64 dB $L_{Aeq(24h)}$) and a relative (e.g. +3 dB) criterion. If these criteria are met the NZS 6806 three category system for $L_{Aeq(24h)}$ noise assessment would apply. If the altered road criteria are not met, then NZS 6806 would not require any investigation of mitigation.

3 METHODOLOGY: ROAD TRAFFIC NOISE

To evaluate against the noise assessment criteria, a simple computer noise model of the Project was constructed in SoundPLAN 8.2.

3.1 PPFs

Free-field-equivalent sound pressure levels in dB $L_{Aeq(24h)}$ have been predicted* for the nearest PPFs (within 200 metres on the northern side of SH6 or 100 metres on the southern side of SH6 in the location of the Project).

Northern side of SH6:

- 465 Ladies Mile (“Ladies Mile Pet Lodge”).

Aerials and building outlines indicate multiple buildings on the property as shown below in Figure 3-1. Only the ‘Rear Building’ is a PPF.

Southern side of SH6 (all part of “Arvida Queenstown Country Club”):

- 1, 2, 3, 4[†], 6, 8, 10, 14, 16 First Avenue
- 23, 25 Second Avenue
- 1 Third Avenue

* Levels are conservatively predicted as the nominal 95th percentile level.

† Land is allocated at 4 First Avenue although no building outline was available at the time of modelling. An indicative building outline was used to predict noise levels.



Figure 3-1: Aerial view of PPFs, north (top) and south (bottom) of the intersection.

The methodology initially assesses these PPFs most exposed to noise from the Project, and it follows that if mitigation is not required for these, then it will not be required for any more distant PPFs.

3.2 Input Data

The noise model has been populated with data from the WSP project team, LINZ Data Service*, and Mobile Road†, and is summarised in Table 3-1. Projected traffic volumes are the same with and without the Project in place.

Table 3-1: Noise model input data

Property	Value		Source
Design year	2048		WSP Project Team
DN roads	Horizontal alignment (centreline and width)		LINZ Aerials
DM roads	Horizontal alignment (centreline and width) as Figure 1-1		Design document KHT-NZU-DZ1-RD-DG-1000-RD1000.pdf
Terrain	Flat and acoustically soft		Street view
Buildings	Outlines from building-outlines. Heights set to single storey.		LINZ
Traffic speed	100 km/h on SH6, 50 km/h on Howards Drive		Street view
Do-Nothing road surface	SH6: 3CHIP reseal Grade 3/5 Howards Drive: 2CHIP reseal Grade 3/5		Mobile Road
Do-Minimum road surface	Roundabout: AC14 Roundabout 50 m approaches: AC10 Other surfaces on SH6 and Howards Drive: Grade 3/5.		WSP Reece Gibson NZUP Design Package Manager
Approximate Projected 2048 Traffic Volumes (DN and DM)	Howards Drive	6700 vpd, 6%HCV	WSP
	SH6 East	22000 vpd, 6%HCV	Matthew Gatenby
	SH6 West	25200 vpd, 6%HCV	Principal Engineer Transportation
	Roundabout (DM only)	26950 vpd, 6%HCV, est. avg per section	Interpolation

* Land Information New Zealand, <https://data.linz.govt.nz/>

† <http://mobileroad.org>

4 ROAD TRAFFIC NOISE RESULTS

Predicted Do-Nothing and Do-Minimum noise levels for each PPF are provided on the left side of Table 4-1. The middle column represents the predicted difference between Do-Nothing and Do-Minimum in the design year. The right columns provide an assessment of each PPF against the absolute (64 dB $L_{Aeq(24h)}$) and relative (+3 dB) altered road criteria, and whether the criteria are met overall.

Table 4-1: Predicted 2048 noise levels in dB $L_{Aeq(24h)}$ with and without the Project

Location	Do Nothing 2048	Do Minimum 2048	DN to DM (dB)	Meets Altered Road Criteria		
				“64 dB”	“+ 3 dB”	Overall
465 Ladies Mile	61	59	-1.8	No	No	No
First Avenue 1	61	61	0.0	No	No	No
First Avenue 2	62	62	-0.2	No	No	No
First Avenue 3	58	57	-0.7	No	No	No
First Avenue 4	65	64	-0.2	No	No	No
First Avenue 6	65	65	-0.2	Yes	No	No
First Avenue 8	65	65	-0.2	Yes	No	No
First Avenue 10	61	61	-0.4	No	No	No
First Avenue 14	65	65	0.0	Yes	No	No
First Avenue 16	65	65	+0.1	Yes	No	No
Second Avenue 23	55	55	-0.5	No	No	No
Second Avenue 25	60	60	-0.3	No	No	No
Third Avenue 1	57	57	-0.4	No	No	No

As shown in Table 4-1, the NZS 6806 altered road criteria have been not met at any PPF. Four PPFs met the absolute criterion, but none experienced a significant increase in noise level between Do-Nothing and Do-Minimum.

5 ROAD TRAFFIC NOISE CONCLUSIONS

5.1 Noise Assessment Screen Findings

This assessment screen finds that NZS 6806 altered road criteria are not met by the Project, and therefore NZS 6806 should not be applied to investigate noise mitigation for the Project.

The existing noise environment is dominated by traffic on SH6. This will continue to be the case following construction of the roundabout. The character of the road traffic noise will change somewhat – from high-speed traffic to a lower speed, but with vehicle acceleration and deceleration sounds more prominent. The change in character may be noticed by nearby PPFs initially, but with time most people should find that the SH6 traffic becomes “background noise” again.

Consequently, noise effects should be minimal, and noise mitigation is not required for the Project.

5.2 Commentary and Recommendations

The Project will move traffic slightly closer to dwellings south of the intersection, due to the horizontal alignment of the roundabout. On its own, this would be expected to cause a very small increase in noise levels at some PPFs, but it will be offset by use of a quieter asphalt road surface near to the roundabout. The result is that there is essentially no difference in predicted noise levels at Arvida Queenstown Country Club, with or without the Project. If the bund shown in Figure 1-1 is constructed, the Do-Minimum noise levels may be somewhat lower than the Do-Nothing levels, though this has not been modelled.

The sole PPF to the north (365 Ladies Mile) will also experience similar noise levels with or without the roundabout (a 1.8 dB reduction is not likely to be an audible improvement).

Whereas previously straight-through traffic on SH6 did not have to slow for the intersection, the introduction of a roundabout will require all traffic to decelerate, negotiate the roundabout, and accelerate away. Vehicles decelerating and accelerating influence both the absolute noise emission level and the character of the traffic noise. The noise emission level has been considered in the noise assessment screen by following best practice in noise modelling, concluding that no investigation of noise mitigation is required. However, because truck engine braking can potentially cause community annoyance, we recommend that any practicable measures that would reduce the incidence or severity of engine braking into the roundabout should be implemented.

The quality and condition of the road surface can have a significant effect on how road traffic noise is perceived. Surfaces should be durable and competently laid. Any joins between surfaces should be smooth and flat, without discontinuities.

6 CONSTRUCTION NOISE AND VIBRATION

A high-level indicative assessment of construction noise and vibration is provided below. It is based on the limited construction information available at this time (prior to consenting) and is supported by our experience of similar state highway upgrade projects in New Zealand. Guidance on construction noise and vibrations for State Highways is provided by Waka Kotahi*, along with minimum requirements in Appendix F8.3.2 of the “NZUP Queenstown Package” document.

6.1 NZS 6803

The Queenstown Lakes District Council (QLDC) Proposed District Plan (rule 36.5.13) provides for construction noise to be assessed in accordance with NZS 6803:1999. It states that construction noise must comply with the recommended upper limits in Table 2 (residential zones) and Table 3 (industrial/commercial zones) of NZS 6803. Broad guidance related to noise control on the QLDC website is also available† where an exemption is required for periods of noisy construction outside of defined time windows (e.g. night work).

Table 2 of NZS 6803 sets out desirable noise limits for work of “typical” duration, and recommends that these limits be decreased for work of long-term duration (more than 20 weeks). Construction of this Project could extend beyond 20 weeks and therefore the long-term duration levels are appropriate.

The night-time noise limits recommended in NZS 6803 are strict, and often mean that no night-time work can take place without an exceedance. If the appointed contractor considers night-time work is required, the need for it and appropriate noise levels for that specific work would normally be negotiated with Council as the situation arises.

* <https://www.nzta.govt.nz/roads-and-rail/highways-information-portal/technical-disciplines/noise-and-vibration/construction-and-maintenance-noise/>

† <https://www.qldc.govt.nz/services/environmental-health/noise-control>

6.2 Construction Noise

Road construction projects typically involve activities that can be broadly classified into four stages: enabling works, earthworks, paving, and general site works (incl. stormwater, services, etc).

Our experience from other state highway construction projects of a similar scale, including rural roundabouts, is that the first 3 stages are likely to generate similar noise levels, and the general site works a slightly lower level on average. Conservative estimates of the noise emission of each activity*, evaluated against the 'long duration' day-time criteria, result in a critical distance of approximately 80 metres. Therefore, if the distance between activity and receiver is less than 80 metres during the first 3 stages of work, there is a chance of an exceedance.

The receivers in the vicinity of the project are residential and commercial ('Ladies Mile Pet Lodge' at 485 Ladies Mile). The closest dwellings are the residence of 485 Ladies Mile ('Pet Lodge'), and the properties on First Avenue (1, 2, 4, 6 & 8). To the closest points of construction, the residential buildings on First Avenue are all typically around 80 metres away. Therefore, the daytime noise limits could be exceeded at these points of construction and need to be managed. The residence at 485 Ladies Mile is around 85 metres from the closest point of roundabout construction, so could potentially exceed noise levels. The commercial buildings at the front of 485 Ladies Mile are around 25 metres from the closest point of construction. These buildings are presently close to SH6 so experience a background noise level such that a less stringent noise level (i.e. 75 dB L_{Aeq}) is warranted (a "background plus" approach is consistent with 7.2.6 in NZS 6803:1999). However, given the proximity of these buildings, there is still potential for noise exceedance that needs to be managed.

The area to the southeast of the proposed roundabout (on Council land at 516 Ladies Mile) is a proposed location for construction staging and plant storage. Depending on the exact location of this area, it could be within the critical distances for one or more of the First Avenue properties (primarily 1, 2 & 4 First Avenue) raising the possibility of noise exceedance for this receiver. This should be managed by a confirmed location at a sufficient distance from sensitive receivers and/or by providing appropriate noise screening.

Some night-work may be required to construct the tie-ins to the existing network, which may exceed the NZS 6803 night-time noise limits. Whether or not an exceedance is expected, night-work should be managed via site specific plans.

* An example is used of an Excavator (36t), Dozer (18t), two Dump Trucks and a Grader to give a combined predicted source level of 85 dB L_{Aeq} at 10 m.

6.3 Construction Vibration

There is no New Zealand standard for managing vibration. The Queenstown Lakes District Council (QLDC) Proposed District Plan (rule 36.5.9) states that vibration from any activity shall not exceed guidelines given in the German Standard DIN 4150-3:1999. The vibration guidelines in this Standard are based on the type of structure (residential/commercial/sensitive) and duration (short or long-term). Short-term vibration is generally defined as a single shock followed by a period of rest, such as pile-driving, drop hammer or blasting. Piling work is not expected to be required for construction of the Project, and therefore the primary sources of vibration are expected to be bulldozers, excavators, and vibratory rollers. The construction activities in this project are therefore expected to be of a long-term definition. Guideline vibration values, below which damage should not occur, are 10 mm/s for commercial buildings and 5 mm/s for residential buildings. A vibration guideline level for sensitive receivers (e.g. of cultural or historic significance) has a lower value of 2.5 mm/s.

Vibrational effects on humans are not covered by DIN 4150-3:1999. However, vibration could cause annoyance and potential complaints, especially if vibration occurs without prior warning. A vibration velocity of 1 mm/s is suggested by British Standard BS 5228-2:2009 as likely leading to complaints but would be otherwise tolerated through prior warning and explanation to the community.

Extrapolating from similar projects (albeit with potentially different soils), vibration effects on buildings are predicted to be within DIN 4150-3:199 guidelines for distances greater than 10 metres (commercial structures) and 20 metres (residential structures). All residential and commercial structures in this assessment are at distances greater than 20 metres from construction activity.

Therefore there is some potential for vibration levels to cause concern and/or complaints within the community, but the risk is low. This should be managed through communication strategies as outlined in a management plan.

We are not aware of any historic or culturally sensitive structures in the area of the project (conservatively within 50 m).

6.4 Construction Noise and Vibration Management

Noise and vibration associated with the construction of the Project has the potential to cause annoyance and disruption to sensitive receivers in proximity to the Project. The residential and commercial buildings closest to the construction are at a distance such that occasional noise exceedances are possible (but not likely). The vibrational effects on buildings are not expected to exceed guideline levels, and the potential for annoyance to the community from vibration is low.

To ensure management of construction noise and vibration effects, it is recommended that there be a designation condition requiring a Construction Noise and Vibration Management Plan (CNVMP) be prepared following the guidance in NZS 6803 (for noise) and section 5 of Waka Kotahi's State Highway Construction and Maintenance Noise and Vibration Guide (for vibration) and approved prior to the start of construction works. The scale of the CNVMP should be proportional to the risk of exceedance and community annoyance, which is low.

Provided that an appropriate CNVMP is produced and adhered to, and good construction practices are followed, the construction of the Project should be achieved without significant construction noise or vibration effects.

Example management plans and templates are available from Waka Kotahi*

* <https://www.nzta.govt.nz/roads-and-rail/highways-information-portal/technical-disciplines/noise-and-vibration/construction-and-maintenance-noise/>

From: "Roberts, Shane" <shane.l.roberts@wsp.com>
Sent: Thu, 26 Jan 2023 15:44:47 +1300
To: "Mary McConnell" <mary.mcconnell@qldc.govt.nz>
Cc: "Simon Underwood" <Simon.underwood@nzta.govt.nz>; "Richard Shaw" <richard.shaw@nzta.govt.nz>; "Helen Dempster" <Helen.Dempster@nzta.govt.nz>; "van Hout, George" <George.vanHout@wsp.com>
Subject: RE: Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout
Attachments: RFI response RM221060 26 January 2023.pdf

Good afternoon Mary,

Our response to your RFI attached.

Kind regards

Shane

Shane Roberts
Planning Lead
Kā Huanui a Tāhuna

M +64 27 237 1168

Office Location 67 Gorge Road, Queenstown 9300



From: Mary McConnell <mary.mcconnell@qldc.govt.nz>
Sent: Thursday, 12 January 2023 2:01 PM
To: Roberts, Shane <shane.l.roberts@wsp.com>
Subject: Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout

Hi Shane

Happy New Year, I hope you had an enjoyable break and got some sunshine!

I have received feedback from all experts regarding the **Howards Drive Roundabout** works and accordingly, Queenstown Lakes District Council requires additional information to enable a full assessment of your application and to better understand the proposal and its potential effects on the environment. Further information is requested under Section 92(1) of the Resource Management Act 1991 (RMA).

With regard to feedback from experts:

- Land development have no queries/questions regarding the works.
 - QLDC Parks/Arborists have requested the same approach as the Frankton Roundabout works with regard to a suitable tree mitigation planting plan – I have attached their email.
 - The Acoustic specialists have reviewed the report for the **SH6 Howards Drive Roundabout** and have the following questions:
1. Can WSP Research confirm what is meant by their statement “Levels are conservatively predicted as the nominal 85th percentile level”?
 2. It would be helpful to know whether the noise prediction model included allowance for vehicles to slow down into/accelerate out of the roundabout, or if a constant speed had been assumed?

Responding to this request

What are your options? You may:

- (a) Provide the information requested within 15 working days s92A(1)(a) of this letter, or;
- (b) Tell us in writing the date you will be providing the information, if you need longer than 15 working days (section 92A(1)(b)). If you chose this option the date will need to be agreed with the writer. Or;
- (c) Tell us in writing that you refuse to provide this information (section 92A(1)(c)).

What happens then?

Option 1

If you decide to provide the information under option (a) or (b) above, your application will be placed on hold until the information is received (section 88c(2)(b)). After that it will be taken off hold and the processing of the application will continue.

Option 2

If you chose option (c) above and refuse to provide the information, or;

If you agree to provide the information by an agreed date and then do not do so without obtained agreement of an alternative date with the writer, or;

You do not respond at all;

Section 95C of the RMA requires that the application must be publicly notified.

We strongly suggest that you choose options (a) and (b) above to avoid the notification of the application based on insufficient information.

Happy to discuss,

Ngā mihi | with kind regards,

Mary McConnell | Resource Management
Consultant | Planning and Development
Queenstown Lakes District Council
M: +64 21 721 623
E: mary.mcconnell@qldc.govt.nz



NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

-LAEmHhHzdJzBITWfa4Hgs7pbKl

26/01/2023

Queenstown Lakes District Council

Private Bag 50072
QUEENSTOWN 9348

Attention: Mary McConnell

Sent via email: mary.mcconnell@qldc.govt.nz

Dear Mary

RM221060 – REQUEST FOR FURTHER INFORMATION - RESPONSE

Thank you for your request for further information dated 12 February 2023.

Please find attached an RFI response in relation to the acoustics questions.

With regards to the arborist comments these are noted. Waka Kotahi continues to work with QLDC to identify opportunities for planting in the vicinity of the site.

If you have any queries regarding the above or wish to discuss matters further, please feel free to contact Shane Roberts - Ka Huanui a Tahuna Planning Lead at shane.i.roberts@wsp.com or Helen Dempster via email at Helen.Dempster@nzta.govt.nz.

Yours sincerely



Helen Dempster
Senior Planner
Environmental Planning, System Design, on behalf of Waka Kotahi NZ Transport Agency.

Enclosed: Acoustics Memo



Request for Further Information Response

To: Shane Roberts, WSP
From: George van Hout, WSP
Subject: Request for Further Information Response, Acoustics – Howards Drive Roundabout, Frankton
Our ref: 230124-6DHPWT.40-GvH-M1-Howards Dr Acoustic RFI Response
Date: 25 January 2023

A Request for Further Information (RFI) has been received from Queenstown Lakes District Council (QLDC) via email on 12 January 2023 (subject: *Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout*).

As part of this RFI, two points have been raised by the acoustic specialist peer reviewing the report.

Details of these points in addition to our response are presented below:

1. *Can WSP Research confirm what is meant by their statement “Levels are conservatively predicted as the nominal 85th percentile level”?*

It is assumed that this reference relates to the note within the footer on Page 8 which references the 95th percentile.

This note refers to section 5.3.2 (b) of New Zealand Standard NZS 6806:2010 which requires noise-modelling software to ‘have an accuracy based on field tests demonstrating that the predicted level does not vary from the measured level by more than +/-2 dB at the 95% confidence interval’.

WSP confirms that the noise-modelling software used for this assessment does have this level of accuracy.

2. *It would be helpful to know whether the noise prediction model included allowance for vehicle to slow down into/accelerate out of the roundabout, of or a constant speed had been assumed?*

Vehicle speeds assumed in our noise modelling are:

- 100 km/hr on State Highway 6 including approach/departure into the roundabout. Road noise source on State Highway 6 extends 550 metres from the roundabout in both directions.
- 70 km/hr on the roundabout.
- 50 km/hr on Howards Drive. Road noise source on Howards Drive extends 300 metres from the roundabout.

These were modelled as a constant speed for the relevant part of the road.

In reality vehicle speeds is likely to be lower during approach and departure out of the roundabout. However, a higher speed was assumed as a worst-case approach to take into account any heavy braking or accelerating out of the roundabout. We note that CoTRN does not account for acceleration and braking.

12 Moorhouse Avenue, Addington
Christchurch 8011
PO Box 1482
Christchurch 8140

Tel: +64 3 636 5400
www.wsp.com

26/01/2023

Queenstown Lakes District Council

Private Bag 50072
QUEENSTOWN 9348

Attention: Mary McConnell

Sent via email: mary.mcconnell@qldc.govt.nz

Dear Mary

RM221060 – REQUEST FOR FURTHER INFORMATION - RESPONSE

Thank you for your request for further information dated 12 February 2023.

Please find attached an RFI response in relation to the acoustics questions.

With regards to the arborist comments these are noted. Waka Kotahi continues to work with QLDC to identify opportunities for planting in the vicinity of the site.

If you have any queries regarding the above or wish to discuss matters further, please feel free to contact Shane Roberts - Ka Huanui a Tahuna Planning Lead at shane.i.roberts@wsp.com or Helen Dempster via email at Helen.Dempster@nzta.govt.nz.

Yours sincerely



Helen Dempster
Senior Planner
Environmental Planning, System Design, on behalf of Waka Kotahi NZ Transport Agency.

Enclosed: Acoustics Memo



Request for Further Information Response

To: Shane Roberts, WSP
From: George van Hout, WSP
Subject: Request for Further Information Response, Acoustics – Howards Drive Roundabout, Frankton
Our ref: 230124-6DHPWT.40-GvH-M1-Howards Dr Acoustic RFI Response
Date: 25 January 2023

A Request for Further Information (RFI) has been received from Queenstown Lakes District Council (QLDC) via email on 12 January 2023 (subject: *Section 92(1) Request- RM221060 NZTA/Waka Kotahi & QLDC, Howards Drive Roundabout*).

As part of this RFI, two points have been raised by the acoustic specialist peer reviewing the report.

Details of these points in addition to our response are presented below:

1. *Can WSP Research confirm what is meant by their statement “Levels are conservatively predicted as the nominal 85th percentile level”?*

It is assumed that this reference relates to the note within the footer on Page 8 which references the 95th percentile.

This note refers to section 5.3.2 (b) of New Zealand Standard NZS 6806:2010 which requires noise-modelling software to ‘have an accuracy based on field tests demonstrating that the predicted level does not vary from the measured level by more than +/-2 dB at the 95% confidence interval’.

WSP confirms that the noise-modelling software used for this assessment does have this level of accuracy.

2. *It would be helpful to know whether the noise prediction model included allowance for vehicle to slow down into/accelerate out of the roundabout, of or a constant speed had been assumed?*

Vehicle speeds assumed in our noise modelling are:

- 100 km/hr on State Highway 6 including approach/departure into the roundabout. Road noise source on State Highway 6 extends 550 metres from the roundabout in both directions.
- 70 km/hr on the roundabout.
- 50 km/hr on Howards Drive. Road noise source on Howards Drive extends 300 metres from the roundabout.

These were modelled as a constant speed for the relevant part of the road.

In reality vehicle speeds is likely to be lower during approach and departure out of the roundabout. However, a higher speed was assumed as a worst-case approach to take into account any heavy braking or accelerating out of the roundabout. We note that CoTRN does not account for acceleration and braking.

12 Moorhouse Avenue, Addington
Christchurch 8011
PO Box 1482
Christchurch 8140

Tel: +64 3 636 5400
www.wsp.com