# **APPLICATION AS NOTIFIED**

# Roberts Family Trust (RM200267)

Submissions Close 9 December 2022

# QUEENSTOWN LAKES DISTRICT COUNCIL

# **PUBLIC NOTIFICATION**

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

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

Roberts Family Trust

#### What is proposed:

Application under Section 88 of the Resource Management Act 1991 (RMA) for Subdivision Consent to create seventeen lots with building platforms on Lots 1-16, with associated earthworks, servicing and landscaping. The proposed lots are as follows:

Lot Number	Lot Size
1	10,500m <sup>2</sup>
2	3,870m <sup>2</sup>
3	4,550m <sup>2</sup>
4	5,120m <sup>2</sup>
5	4,940m <sup>2</sup>
6	4,830m <sup>2</sup>
7	5,000m <sup>2</sup>
8	4,870m <sup>2</sup>
9	4,500m <sup>2</sup>
10	4,420m²
11	4,290m <sup>2</sup>
12	6,750m <sup>2</sup>
13	4,790m <sup>2</sup>
14	4,850m <sup>2</sup>
15	4, 870m²
16	29,200m <sup>2</sup>
100	43.6016ha

It is proposed to stage the subdivision as follows:

- Stage 1: Lot 1, Lot 13, Lot 14, Lot 15 and Lot 16
- Stage 2: Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12
- Stage 3: Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6

Access to the cluster of lots (Lots 2-15) is reliant on an existing Right of Way (ROW) over the land to the south which is owned by Mount Cardrona Station. A single access to the proposed development will come off Curtis Road and follow the western edge of the boundary firstly servicing Lot 1. Lot 16 has separate access off the current right of way easement from the south.

Earthworks of 44,600m<sup>3</sup> is proposed over an area of 59,000m<sup>2</sup>.

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

10 Curtis Road, Cardrona (Lot 1 DP 433836 and Lot 6 DP 344432 held in Record of Title 528557 and Lot 1 DP 425263 held in Record of Title 499605).

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

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

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

https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc or via our edocs website using RM200267 as the reference https://edocs.qldc.govt.nz/Account/Login

The Council planner processing this application on behalf of the Council is Tim Anderson, who may be contacted by phone at 03 441 0465 or email at <a href="mailto:tim.anderson@qldc.govt.nz">tim.anderson@qldc.govt.nz</a>

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

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

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

# Friday 9th December 2022

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

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

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

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

You must serve a copy of your submission to the applicant (Roberts Family Trust) as soon as reasonably practicable after serving your submission to Council. The applicant's contact details are:

C/- Cathy Wallace/Morgan Shepherd Brown and Company Level 1, The Forge, Athol Street, Queenstown 9305

cathy@brownandcompany.co.nz or Morgan@brownandcompany.co.nz

QUEENSTOWN LAKES DISTRICT COUNCIL

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

Date of Notification: Friday 11th November 2022

**Address for Service for Consent Authority:** 

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

Phone Email Website 03 441 0499 rcsubmission@qldc.govt.nz

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's Full Name / Company / Trust: Roberts Family Trust	***
(Name Decision is to be issued in)  All trustee names (if applicable):	
*Contact name for company or trust: Charles & Jennifer Roberts	
*Poetal Addrass:	*Post code
10 Curtis Road	9381
*Contact details supplied must be for the <u>applicant and not for an agent acting on their behalf</u> and must in	clude a valid postal address
*Email Address: Charlie@pongscreektrading.co.nz; chas.spen	ce@xtra.co.nz
*Phone Numbers: Day 027 391 3752	obile:
*The Applicant is:	
Owner Prospective Purchaser (of th	e site to which the application relates)
	- Please Specify:
Occupier Lessee Other	- Hease Specify.
Our preferred methods of corresponding with you are by email and phone.	
Our preferred methods of corresponding with you are by email and phone.  The decision will be sent to the Correspondence Details by email unless reque	ested otherwise.
Our preferred methods of corresponding with you are by email and phone.	ested otherwise. ant e.g. agent, consultant or architect
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless reque CORRESPONDENCE DETAILS // If you are acting on behalf of the applica	ested otherwise. ant e.g. agent, consultant or architect
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless reque CORRESPONDENCE DETAILS // If you are acting on behalf of the applicate please fill in your details in this *Name & Company: Cathy Wallace / Morgan Shepherd	ested otherwise. ant e.g. agent, consultant or architect
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless reque CORRESPONDENCE DETAILS // If you are acting on behalf of the applicate please fill in your details in this *Name & Company: Cathy Wallace / Morgan Shepherd	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless requesting on behalf of the application	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless reque CORRESPONDENCE DETAILS // If you are acting on behalf of the applicate please fill in your details in this  *Name & Company: Cathy Wallace / Morgan Shepherd  *Phone Numbers: Day 03 409 2258	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188  Dbrownandcompany.co.nz
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless requesting on behalf of the application	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188  Drownandcompany.co.nz  *Postco
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Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless requestive correspondence Details by email unless requestive please fill in your details in this sent to the Correspondence Details by email unless requestive please fill in your details in this please fill in your details in this sent to another please fill in your details in this sent and the please cathy and the please select a preference for who should receive any invoices and how they would like to receive the Applicant:  Agent:  Other	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188  Obrownandcompany.co.nz  *Postco 9305
Our preferred methods of corresponding with you are by email and phone. The decision will be sent to the Correspondence Details by email unless requestions of the application of the applicant of the ap	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188  Obrownandcompany.co.nz  *Postco 9305  Sebehalf.  em. r - 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 requestions of the application of the application of the application of the application of the company. Cathy Wallace / Morgan Shepherd  *Phone Numbers: Day 03 409 2258  *Email Address: Cathy@brownandcompany.co.nz / morgan@  *Postal Address: Level 1, The Forge, Athol Street, Queenstown  INVOICING DETAILS // Invoices will be made out to the applicant but can be sent to another party if paying on the applicant 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 the Applicant:  Agent:  Other	ested otherwise. ant e.g. agent, consultant or architect section.  Mobile: 021 031 4188  Obrownandcompany.co.nz  *Postco 9305

Owner Name:							
Owner Address:							
If the property has rece	ntly changed owne	ership please indicate (	on what date (a	pproximately)	AND the names	of the previous	owners:
Date:							
Names:							
DEVELOPMENT					NA THE		
If it is assessed that your c be sent to the email addre	ss provided above u	nless an alternative addre	ny invoices and c ess is provided be	orrespondence low. Invoices wi	relating to these v Il be made out to	vill be sent via em the applicant/ow	iail. Invoices w ner but can be
sent to another party if pa	Andrew Miles		2713		A SOL		
*Please select a preference							
Details are the sam	as for invoicing	<b>√</b>					
Applicant:		Landowner:			Other, pl	ease specify:	
*Attention: As a	lbove						
*Email: As abo	ve		-				
Click here for further	information and	our estimate reques	st form				
DETAILS OF S	ITF // Logal dor	scription field must list leg	al descriptions fo	r all situe mantain			777
DETAILS OF S	Any	y fields stating 'refer AEE' v	vill result in return	of the form to b	ng to the applicati e fully completed.	on.	
*Address / Location		oplication relates:					
Curtis Road, Cardro	na						

*Address / Location to which this application relates: Curtis Road, Cardrona	
*Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)  Lot 1 DP 433836, Lot 6 DP 344432 and Lot 1 DP 425263.	
District Plan Zone(s): Rural General/Rural	

*:>		SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site vi questions below		
		Is there a gate or security system restricting access by council?	Υ	
		Is there a dog on the property?	Y	
		Are there any other hazards or entry restrictions that council staff need to be aware of?	Y	

Are there any other hazards or entry restrictions that council staff need to be aware of? If 'yes' please provide information below	YES ✓ NO	
Please contact the agent before undertaking site visit.		

✓ NO **√** NO

	PRE-APPLICATION MEETING OR URBAN DESIGN PANEL
	Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?  Yes
	CONSENT(S) APPLIED FOR // * Identify all consents sought
	Land use consent  Change/cancellation of consent or consent notice conditions  Certificate of compliance
	Extension of lapse period of consent (time extension) s125  Existing use certificate
	QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC
	Controlled Activity  Deemed Permitted Boundary Activity  If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process
■	BRIEF DESCRIPTION OF THE PROPOSAL // *Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal
	*Consent is sought to:  Create a 16 lot subdivision, including the establishment of building platforms on each lot with associated earthworks, access and landscaping.
iÿi	APPLICATION NOTIFICATION
	Are you requesting public notification for the application?  Yes No  Please note there is an additional fee payable for notification. Please refer to Fees schedule
	OTHER CONSENTS
	Is consent required under a National Environmental Standard (NES)?  NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012  An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website   http://www.mfe.govt.nz/laws/standards/contaminants-in-soil/.
	You can address the NES in your application AEE OR by selecting ONE of the following:  This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m³ per 500m²). Therefore the NES does not apply.  I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land
	which is subject to this application.  NOTE: depending on the scale and nature of your proposal you may be required to provide

details of the records reviewed and the details found.

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### OTHER CONSENTS // CONTINUED

<b>✓</b>	I have included a Preliminary Site Investigation undertaken by a suitably qualified person.	
	An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.	
•	Any other National Environmental Standard	
	☐ Yes N/A	
Are any	additional consent(s) required that have been applied for separately?	
	Otago Regional Council	
	Consents required from the Regional Council (note if have/have not been applied for):	
	✓ Yes N/A	



### INFORMATION REQUIRED TO BE SUBMITTED //

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

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

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

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 <a href="Appendix 1">Appendix 1</a> for more detail.



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



# PRIVACY INFORMATION

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



#### **FEES INFORMATION**

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

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

e 4/9 // January 2019



# FEES INFORMATION // CONTINUED

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

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

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

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

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

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, please call 03 441 0499 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.

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

Please reference your payments as follows:

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

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

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

I confirm payment by:	Bank transfer to account 02 0948 0002000 00(If paying from overseas swiftcode is – BKNZNZ22)
	Cheque payable to Queenstown Lakes District Council attached
	Manual Payment (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)
*Reference RMRO	BERTS
	use and Subdivision Resource Consent fees - please select from drop down list below
Please select \$	3920.00 Rural General Subdivision
(For required initial fees re	fer to website for Resource Consent Charges or spoke to the Duty Planner by phoning 03 441 0499)
*Date of Payment 3/20	0/20
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Invoices are available on request

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# 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.





If lodging this application as agent of the Applicant:

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





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



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



Full name of person lodging this form Cathy Wallace

**Brown & Company Planning Group** Firm/Company

Dated 19 March 2020

\*\*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.







#### APPENDIX 1 // RMA requirements for an application for Resource Consent

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

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

#### 1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

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

#### 2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:
  - (a) a description of the activity:
  - (b) a description of the site at which the activity is to occur:
  - (c) the full name and address of each owner or occupier of the site:
  - (d) a description of any other activities that are part of the proposal to which the application relates:
  - (e) a description of any other resource consents required for the proposal to which the application relates:
  - (f) an assessment of the activity against the matters set out in Part 2:
  - (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).
  - (2) The assessment under subclause (1)(g) must include an assessment of the activity against—
    - · (a) any relevant objectives, policies, or rules in a document; and
    - (b) any relevant requirements, conditions, or permissions in any rules in a document; and
    - (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).
  - (3) An application must also include an assessment of the activity's effects on the environment that—
    - · (a) includes the information required by clause 6; and
    - · (b) addresses the matters specified in clause 7; and
    - · (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

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

Information

provided

within the

Form above

# 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)):

Queenstown Lakes District Council

Gorge Road, Queenstown 9300

Private Bag 50072, Queenstown 9348





#### 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.







# APPENDIX 2 // Information requirements for subdivision

# 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.



### APPENDIX 3 // Development Contributions

# 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





# APPENDIX 4 // Fast - Track Application

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.



# APPENDIX 5 // Naming of documents guide

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

Wastewater Assessment

Covenants & Consent Notice

Traffic Report

Waste Event Form

Landscape Report

Urban Design Report

2 9/9 // January 20

Ecological Report
Document Set ID: 6580779

Version: 1, Version Date: 04/08/2020

# Roberts Family Trust

Subdivision Application and Assessment of Effects on the Environment for a 16 lot subdivision and associated residential building platforms.

19 March 2020

Document Set ID: 6467053 Version: 1, Version Date: 20/03/2020

# APPLICATION FOR RESOURCE CONSENT UNDER SECTION 88 OF THE RESOURCE MANAGEMENT ACT 1991

To: Queenstown Lakes District Council

# **Roberts Family Trust**

c/- Brown & Company Planning Group Ltd, PO Box 1467, Queenstown, applies for resource consent as follows.

# 1. The names and addresses of the owner and occupier (other than the applicant) of any land to which the application relates are as follows:

The Roberts Family Trust is the owner of the properties at Curtis Road, Cardrona.

# 2. The land to which the application relates is:

The land parcels are as follows:

Address	Identifier	Legal Description	Area
10 Curtis Road	528557	Lot 1 DP 433836 and Lot 6 DP 344432	28.1696ha
Curtis Road	499605	Lot 1 DP 425263	26.1670ha

A copy of the Certificate of Title is attached at **Attachment B**.

# 3. The type of resource consents sought are as follows:

- Subdivision consent: and
- Land use consent for residential building platforms; and
- Variation to RM090876.

# 4. A description of the activity to which the application relates is:

The applicant proposes a subdivision to create seventeen new rural lots off Curtis Road. The subdivision will create rural residential living opportunities in the Cardrona Valley with the establishment of building platforms on each lot.

The proposal is described in detail in Part 3 of the Assessment of Effects on the Environment (**Attachment A**) and in the supporting reports and plans that accompany the application.

# 5. The following additional resource consents are required in relation to this proposal and have or have not been applied for:

Resource consents from the Otago Regional Council (**ORC**) are required for discharge to land wastewater disposal options and proposed crossings, in the form of extensions to culverts,

from Pongs Creek and Pringles Creek which are part of the proposal to widen the road accessway.

The application for these consents has been lodged with the ORC and is being processed concurrently.

6. I attach, in accordance with the Fourth Schedule of the Resource Management Act 1991, an assessment of environmental effects in the detail that corresponds with the scale and significance of the effects that the proposed activity may have on the environment.

The assessment of effects on the environment is attached as Attachment A.

7. I attach information required to be included in this application by the district plan, and Resource Management Act 1991.

A list of attachments to the application is provided below.

8. Where the application is for subdivision consent:

All information required in relation to the subdivision is shown on the Subdivision and Scheme Plans at **Attachment C** and the Landscape Plans at **Attachment E**.

#### **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 complete and accurate.

If signing 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 the Fees Information section.

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

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

gra

for Brown & Company Planning Group on behalf of

### **Roberts Family Trust**

19 March 2020

# Address for service of applicant:

Roberts Family Trust c/- Brown & Company Planning Group PO Box 1467 QUEENSTOWN 9348

Attention: Jeff Brown / Cathy Wallace

Telephone: 03 409 2258 Mobile: 021 715 572

Email: jeff@brownandcompany.co.nz / cathy@brownandcompany.co.nz

#### Address for invoicing:

Roberts Family Trust c/o- Leon West Maestro Projects Limited leon@maestroprojects.co.nz

### **Attachments:**

- A. An Assessment of Effects on the Environment in accordance with the Fourth Schedule to the Act.
- B. Certificate of Title and Interests
- C. Subdivision and Scheme Plans, prepared by C Hughes and Associates
- D. Landscape Assessment Report, prepared by Baxter Design Group
- E. Landscape Drawings & Attachments, prepared by Baxter Design Group
- F. Proposed Building & Landscape Controls, prepared by Baxter Design Group
- **G.** Ecological Assessment, prepared by e3Scientific
- H. Transport Assessment, prepared by Bartlett Consulting
- I. Infrastructure Report, prepared by Holmes Consulting
- J. Proposed Onsite Wastewater Management System Site Assessment Report, prepared by e3 Scientific
- K. Otago Regional Council Certificate of Compliance RM19.307.01
- L. Erosion and Sediment Control Plan, prepared by Holmes Consulting
- M. Preliminary Site Investigation, prepared by e3 Scientific
- N. Geotechnical Report, prepared by Geosolve
- O. Waterways Inspection Report, prepared by C Hughes and Associates
- P. Archaeological Assessment, prepared by Origin Consultants
- Q. Queenstown Lakes District Council Form 9
- R. Memorandum of Proposed Land Covenants
- S. Draft consent notice

# FOURTH SCHEDULE ASSESSMENT OF EFFECTS ON THE ENVIRONMENT

# 1. A description of the proposal

# 1.1. Scope of this Document

This Assessment of Effects on the Environment ("AEE") is submitted in fulfilment of the applicant's duties under the Resource Management Act 1991 ("RMA"). The AEE addresses matters relating to this land use consent application to the Queenstown Lakes District Council ("QLDC" or "the Council") for the proposal.

This AEE has been prepared in accordance with the requirements of section 88 and the Fourth Schedule of the RMA and provides all information necessary for a full understanding of the proposal and the effects it will have on the environment. To this end, the AEE contains the following information:

- A description of the site and surrounding locality;
- A description of the proposal;
- Relevant provisions of the QLDC's District Plan (operative objectives, policies and methods, and proposed objectives and policies);
- An assessment of effects on the environment, including analysis of relevant assessment matters;
- Assessment under Part 2 of the Resource Management Act 1991;

# 1.2. The Site and Locality

The Site is approximately 54ha and is located on the undulating western plateau of the Cardrona Valley. The site's undulating landform is predominantly open pasture grass that is occasionally grazed, with scattered alpine vegetation. Small valleys exist throughout the site, with Pongs Creek flowing through the site from west to east. Pringles Creeks runs along the most northern boundary of the site.

The existing site is dominated by grassed surfaces and generally slopes from the south to the north, with some existing swales, hills, gullies, and creeks within the site boundary. There are two races crossing through the site and overland flow routes through the property drain to either Pongs or Pringles Creek.

Pongs Creek is a known, secure population of the Clutha flathead galaxias (Galaxias "species D") (DOC, 2016), which has a conservation status of Threatened. This species is currently protected from other fish species by the presence of a perched culvert.

Access to the subject site is existing off Curtis Road, which is a public road and is chip-sealed for half of its length. The road accesses the site and forks with the northern extension servicing the existing residential dwelling at 10 Curtis Road and the lower turning into a farm track and servicing the southern lots above the Cardrona Township. Curtis Road is a private road that takes access from the public Cardrona Valley Road via approx. 200m of private Pringles Creek Road. Only the first approx. 50m of Curtis Road, from its junction with Pringles Creek Road, is chip sealed with the rest of the road being gravel. Existing culverts convey Pringles and Pongs Creeks respectively beneath Curtis Road.

The site is located outside of the QLDC stormwater drainage scheme boundary. There is no integrated stormwater infrastructure or management plan for the Cardrona area. The existing dwelling within the site disposes of stormwater via soakage to ground.

Stormwater drainage is generally conveyed via roadside swales, ephemeral gullies and culverts towards Pongs and Pringles Creek, under the Cardrona Valley Highway and ultimately draining to the Cardrona River.

The outstanding natural landscape is transitional in character and the relatively undeveloped rural character that currently exists across this plateau will change in the immediate future to a more developed landscape that will include the large Mount Cardrona Special Zone and works to be undertaken on the Ski Field sub zone land. The site is described in more detail in the landscape assessment by Baxter Design Group; attached as **Attachment D**.

The site area appears to have initially been under agricultural leases from the early 1870s associated with local Cardona residents. Following this, a small Chinese hamlet of at least five buildings became established on the northern part of the site. Earthen sod walls were built on both sides of Pongs Creek and were likely used to exclude grazing stock from the site. The wider area beyond the site was given over to pastoral farming. Pongs Creek appears to have had a low to moderate level of alluvial working undertaken during this period. Two water races, Littles and the Cardrona Company were constructed from the Cardrona River to Branches Creek. Littles Race was built by Bolton in 1873, and the Cardrona Company built later in the 1880s to provide water for sluicing operations.

# 1.3. The Proposal

#### 1.3.1. Introduction

The application seeks to subdivide the property to create 16 new rural residential lots within the site, ranging in size from 3860m² to 29,200m², and a balance lot title comprising of approximately 42ha. This balance lot will contain the existing residential dwelling at 10 Curtis Road. Proposed lot 16 contains an existing residential building platform which was approved through RM090876. These sites are clearly identified in the Baxter Design Group plans (**Attachment D**).

Access to the proposed subdivision will be via Curtis Road which is a publicly owned road extending from Pringles Creek Road off the Cardrona Valley Road.

#### 1.3.2. Subdivision

The land will be subdivided to create 16 new rural residential lots and a large balance lot, as shown on the Scheme Plan, prepared by C Hughes and Associates, at **Attachment C**. The proposed lot sizes are as follows:

Lot Number	Lot Size
Lot 1	10,500m <sup>2</sup>
Lot 2	3,870m²
Lot 3	4,550m²
Lot 4	5,120m²
Lot 5	4,940m²
Lot 6	4,830m²
Lot 7	5,000m²
Lot 8	4,870m²
Lot 9	4,500m²
Lot 10	4,420m²
Lot 11	4,290m²
Lot 12	6,750m²
Lot 13	4,790m²
Lot 14	4,850m²
Lot 15	4,870m²

Lot 16 <sup>1</sup>	29,200m²
Balance lot	43.6016ha

It is proposed to stage the subdivision as follows:

- Stage 1: Lot 1, Lot 13, Lot 14, Lot 15 and Lot 16
- Stage 2: Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12
- Stage 3: Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6

### 1.3.3. Proposed building and activities

Each of the proposed lots contains a registered building platform that will provide for residential use. Lots 1 – 15 will accommodate a 750m² residential building platform. The approved building platform on proposed Lot 16 will remain at 1000m². Each rural residential lot building platform, will have a surrounding curtilage area, ecological planting, fencing, clusters of exotic trees, gravel driveway and associated earthworks required to create level building platforms.

As mentioned above, proposed Lot 16 contains an existing residential building platform which was approved through RM090876. The previously consented RBP, is proposed to be modified slightly to reduce potential adverse effects in regards to earthworks and visibility. A summary of these proposed modifications are below:

- The RBP remains as 1000m<sup>2</sup>.
- The RBP has been rotated approximately 90° clock-wise to orientate the RBP 'along' the slope, rather than against the slope, reducing cut/fill.
- The proposed driveway is orientated to 'run with' the topography, reducing earthwork cut/fill.
- As a result of the above, the RBP has been lowered approximately 2m from an F.F.L of 667.00 to 665.00.
- The removal of the additional mounding located on the ridgeline east of the RBP.
- The removal of the proposed planting.

The concept masterplan prepared by Baxter Design Group illustrates the proposal for each lot in detail (Attachment D).

The applicant proposes to register a consent notice to the titles of the proposed lots to control and restrict built form. These design controls include architectural and landscape design controls, as detailed in **Attachment F**. The period of the consent notice is to be 25 years from the date the consent becomes active. A consent notice will be registered to the new titles to include conditions surrounding design controls.

### 1.3.4. Landscaping

The landscaping proposed is shown on the plans prepared by Baxter Design Group at Attachment E.

 $<sup>^{\</sup>mathrm{1}}$  Building Platform approved through RM090876

The proposed development includes protection areas to enhance the natural character of site, and the ecological benefits of Pongs Creek. Lot 1 is situated on the northern side of Pongs Creek in the eastern corner of the subject site. This lot incorporates a portion of Pongs Creek as it flows south-east which will be protected by covenant. Lots 7-9, 'The Creek Cluster', lines the lower tail of Pongs Creek before it reaches Lot 1. These lots are bound by the creek and will be heavily vegetated as part of the native planting framework undertaken by the developer.

The main development area, which incorporates Lots 2-15, adopts an indigenous planting and ecological framework planted by the developer. The indigenous planting and the associated fencing to protect this, will enhance existing vegetation within the development area. Pongs Creek is to be fenced and protected by covenant named 'Pongs Creek Clutha Flathead Preservation Corridor'. The intention behind this covenant is to protect Pongs Creek and its margins from stock further damaging the ecology in this area, and protect the 'Nationally Critical' Clutha Flathead Galaxias. This will allow the creek and its margins to naturally regenerate.

Across the indigenous planting framework, a variety of species with equal coverage will ensure that an alpine vegetated landscape is reinstated across the site. This framework encompasses an area of approximately 4.6ha. A proposed 'Landscape Protection Zone' will maintain the pastoral character of the area of land between proposed dwellings and existing dwellings on Gin and Raspberry Lane. This protected area will prevent future subdivision by way of a covenant and encompasses an approximate area of 8.6ha. Specific plant species and ecological areas are detailed in the Landscape Assessment and Plans prepared by Baxter Design Group (Attachment C & D).

The proposal volunteers two covenants as detailed at Attachment R and summarised below:

- Pongs Creek Clutha Flathead Preservation Corridor this will be managed to protect Pongs Creek from grazing stock, allowing the area to naturally enhance and protect the ecological amenity. This area will be held within the balance lot title.
- Landscape Protection Zone this will prevent further subdivision of open land between established residential dwellings in the area and the proposed development, maintaining the open natural character of the site. This area will be held within the balance lot title.

#### 1.3.5. Access

Access to the cluster of lots (Lots 2 - 16) is reliant on an existing Right of Way (ROW) over the land to the south which is owned by Mount Cardrona Station.

A single access to the proposed development will come off Curtis Road and follow the western edge of the boundary firstly servicing Lot 1. This road will connect to an existing easement which borders the southern boundary edge of the site. This access way will be upgraded to, as a minimum, a Figure E2 type road to serve the proposed development.

A proposed 5.5m wide chip sealed road will enter the site from the southern boundary edge, pass through the site to service the 14 Lots within the development area. Two secondary roads branch off the main road each 3.5m wide. The first road will service lots 2 - 4, and the second will service the lower creek lots 7 - 9. Gravel driveways will be constructed to provide access to each lot. Each driveway is to be no more than 3.5m in width.

Lot 16 has separate access off the current right of way easement from the south.

The existing intersection of Curtis Road with Pringles Creek Road is formed as private access. The upgrade of Curtis Road requires the intersection to be upgraded to accommodate the proposed development. The design of this intersection upgrade is based on Austroads design guidance. The proposed works will result in an intersection layout similar to a Diagram 99 type intersection layout.

The Transport Assessment prepared by Bartlett Consulting at **Attachment H** provides detail of these proposals.

#### 1.3.6. Infrastructure

Infrastructure is addressed in the Infrastructure Report prepared by Holmes Consulting at **Attachment** I. The report's summary is as follows:

## Water supply

The proposed development will create a new demand for potable and firefighting water supply. The supply will be catered for via the permitted water take from Pringles Creek. A Certificate of Compliance has been obtained from Otago Regional Council to demonstrate the water take does not require resource consent (Attachment K).

Permitted and consented water take volumes are addressed in the Infrastructure Report at **Attachment** I. These are summarized as follows:

- 0.5 L/s & 25,000 L/day (domestic + animal)
- 10 L/s & 100,000 L/day (not for irrigation)
- 0.5 L/s & 25,000 L/day (any use)
- 1 L/s & 3,000 L/day (any use)

A water uptake area will be established on proposed Lot 100, this will include approximately 5 x 30,000L concrete water tanks and fully buried in the landscape. This is addressed in the Infrastructure Report prepared by Holmes at **Attachment G**.

#### Wastewater

There is no capacity within the existing reticulated wastewater infrastructure to service the proposed development. Due to the unavailability of a connection to a public system, treated wastewater must be discharged to land. The proposal includes an onsite wastewater management system which comprises of a sewage treatment system and land application on site.

A communal disposal field is proposed for Lots 2-15 and located within the 'Landscape Protection Zone'. If it is determined that the disposal field requires fencing, a traditional 7 wire farm fence will encompass the area. The land application site was identified based on soil conditions identified by e3scientific and is located adjacent to the access way to the existing dwelling. The specific site is illustrated as ZZ on the Scheme Plan at **Attachment C**. The proposed community wastewater disposal field will discharge a volume in excess of the 2000 L threshold and also encroaches into the 50 metre set back from a surface water body, resource consent from Otago Regional Council is being sought for this.

Single system disposal field for Lot 1 is a permitted activity.

Lot 16 has previously been granted resource consent (RM090876, condition 31.C) for an onsite wastewater disposal field.

Specific detail regarding the proposed water treatment system is contained within the Proposed Onsite Wastewater Management System – Site Assessment Report prepared by e3Scientific (Attachment J).

# Stormwater management

There is no available public stormwater system to connect the development to, so options for stormwater disposal include soakage and above ground dispersal. On-site rainwater harvesting tanks will also offer retention of flow.

The proposed development will create a small increase in impervious area, resulting in a small increase in stormwater runoff. The increased impermeable area is from the roofs of the new buildings, associated paved areas within the lots and upgrade of Curtis Road. Increase in peak stormwater discharge

resulting from the development will be mitigated through attenuation and retention features that mimic the natural hydrology of the site. Natural overland flow paths will be maintained throughout the development that will also deal with exceedance flows from the stormwater disposal devices.

Stormwater runoff from the new roads will be collected in roadside swales which will offer attenuation of flow before discharge to the ground via soakage.

#### **Electricity**

The existing site is currently supplied with power from Aurora Energy. Aurora Energy have confirmed that a point of supply is available for the proposed subdivision.

#### **Telecommunications**

The existing site is currently supplied with a telecommunication connection from Chorus Network Services. Chorus has provided a provisioning letter stating the proposed subdivision can be supplied with the required infrastructure.

#### **Summary**

All services and infrastructure will be required to be installed underground or contained within the building platform as per the proposed design controls (**Attachment F**).

#### 1.3.7. Earthworks

Site investigations into soil conditions have been undertaken in the vicinity of the proposed building platforms with the findings summarised in the Geotechnical Report (Attachment N). These investigations indicate that soils in the area are typified by topsoil, overlying softened fan alluvium overlying fan alluvium.

Due to the extensive disturbance of the site from 20th century farming activity, it is unlikely that subsurface material in the form of refuse pits or similar will be uncovered. Trenching has the potential to uncover scattered material associated with Chinese occupation of the site and parts of the Cardrona Company Water Race.

The development is embracing a low impact design philosophy to maintain its inherent rural character. The associated earthworks shall be sympathetic to the natural environment, limiting visual impacts. Earthworks will be required within the development area to create flat RBPs, with softened sloped curtilage areas, and gentle meandering roads to work within the existing topography and landform types. These proposed earthworks are designed to accentuate existing valley and ridge landforms to suit the proposed residential RBPs while creating separation in other clusters from neighbouring lots

The total earthworks area is 59,000m². It is estimated that 44,600m³ of earthworks are required to prepare the site for construction to include access roads and building platforms. The total cut/fill on the site requires a net approx. 2,750m³ of cut.

An archaeological authority under Section 44 of the Heritage New Zealand Pouhere Taonga Act (2014) will be obtained from Heritage New Zealand prior to any earthworks commencing on site.

All earthworks will be undertaken under the supervision of a Geotechnical Engineer and in accordance with Geotechnical recommendations to ensure that stability of the site and adjacent sites is maintained, and adequate compaction of fills is achieved during construction. All batters will be constructed in accordance with the recommendations set out in Geosolve's Geotechnical Report.

#### 1.3.8. Geotechnical matters

The Geotechnical Report prepared by Geosolve (Attachment N) assesses natural risk hazards and provides geotechnical inputs for the proposed development.

Proposed Lots 2 – 15 are located within a landslide area detailed in the QLDC Hazards Database. To mitigate this hazard, the geotechnical engineer has recommended that a set of cut-off diversion drains are designed in the stormwater design and constructed upslope of each set of proposed building platforms.

Additionally building platforms are to be constructed below any topsoil and softened fan alluvium. This requirement is proposed to be implemented by way of a consent notice.

The site is generally sited on a historical alluvial fan feature that has since been incised by Little Meg, Pongs and Pringles Creeks. Lots 2 - 16 are located on a fan surface that has been incised by an unknown creek to the south and Pongs Creek to the north, within the historical fan feature.

According to QLDC hazard mapping, Lots 1, 7, 8, 9 and 11 are mapped as an active fan in the ORC alluvial fan mapping. Building platforms located on Lots 7, 8, 9 and 11 are elevated above the mapped alluvial fan hazard and are sufficiently elevated from the valley floor to mitigate any potential alluvial fan hazard. The building platform for Lot 1 is located adjacent to the incised river channels of Pongs Creek and Pringles Creek. The building platform is sufficiently elevated from the river channels to mitigate any potential debris flow alluvial fan hazard. Lot 1 is also elevated above any flooding hazard.

#### 1.3.8. Covenants

The proposal includes the volunteering of a two separate covenants to apply to land held in the balance lot (Attachment R).

- Pongs Creek Clutha Flathead Preservation Corridor this will be fenced to protect Pongs Creek from grazing stock, allowing the area to naturally enhance and protect the ecological amenity. This area will be held within the balance lot title.
- Landscape Protection Zone this will prevent further subdivision of open land between established residential dwellings in the area and the proposed development, maintaining the open natural character of the site. This area will be held within the balance lot title.

### 1.4. Zoning and consents required

### 1.4.1. Operative District Plan (ODP)

The site is zoned Rural General and contained within and Outstanding Natural Landscape (ONL) of the Cardrona Valley. The relevant rules for the proposal are addressed as follows:

Rule	Activity	Status	Consent Required		
Chapter 15	Chapter 15 – Subdivision, Development & Financial Contributions				
15.2.3.3 (vi)	In the Rural General Zone all subdivision and location of residential building platforms shall be a discretionary activity, except any subdivision of land zoned Rural General pursuant to Rule 15.2.3.3 (vii) (Kirimoko Block – Wanaka).	Discretionary	Yes		
15.2.21.1	Controlled Subdivision Activity – Earthworks	Controlled	Yes		

The relevant site and zone standards of the Rural General Zone are addressed as follows:

Site Standard	Requirement	Comment	Consent required?
(ii) Access	Each residential unit shall have legal access to a formed road.	Each residential unit will be serviced from an access off Curtis Road as shown on the Scheme Plan	No
Zone Standard	Requirement	Comment	Consent required?
(i) Building Height	The maximum height for any building, other than non-residential buildings ancillary to viticulture of farming activities shall be 8m.	The design controls restrict the height of future buildings to 4.5m.	No
(ii) Setbacks from Roads	The minimum setback from road boundaries shall be 20m.	No building platforms are located within 20m of the road boundary.	No
(vi) Lighting	All fixed exterior lighting shall be directed away from adjacent sites and roads.	The proposal does not include built form; therefore this will be assessed at the time a land use consent is applied for, for buildings within the platforms. Additional to this the design control include external lighting restrictions.	No

The relevant site and zone standards for subdivision are addressed as follows:

Site	Standard	Requirement	Comment	Consent required?
(i)	Lot Sizes	Not specified for Rural General	Lots sizes range from 3,860m² to 29,200m².	N/A
(ii)	Lot Dimensions	Not specified for Rural General	N/A	N/A
(iii)	Certification of Allotments	Applications for certification of allotment son an existing Survey Plan pursuant to section 226(1)€(ii) of the Act are to be in accordance with the requirements of the District Plan	N/A	N/A
(iv)	Lot Averages	Not specified for Rural General	N/A	N/A

Note that under s86F of the Act (when rules in proposed plans must be treated as operative), a rule in a proposed plan must be treated as operative (and any previous rule as inoperative) if the time for making submissions or lodging appeals on the rule has expired and, in relation to the rule, no submissions in opposition have been made or appeals have been lodged; or all submissions in opposition and appeals have been determined; or all submissions in opposition have been withdrawn and all appeals withdrawn or dismissed.

Rule 15.2.6.3 iii (b), in relation to the identification of a residential building platform, is now inoperative because it has been superseded by Rule 27.7.10 of the PDP, which is beyond challenge and is operative.

The application therefore complies with all the site and zone Subdivision Standards for the Rural General Zone.

The relevant site and zone standards of the Transport chapter are addressed as follows:

Site Standard	Requirement	Comment	Consent required
14.2.4.1 (i) Minimum Parking Space Numbers	Two parking spaces are required per residential unit	Two parking spaces can be provided on each lot.	No
14.2.4.1 (vi) Parking Area and Access Design	Accord with NZS4404:2004 standards. Private shared vehicle access shall have legally enforceable arrangements for maintenance put in place at the time they are created. Formed access widths for 1 to 6 units shall provide passing bays.	A right of way will be created from Curtis Road to the proposed lots. Passing bays are proposed along the right of way (further detail in the Infrastructure report attached and marked H.	No
14.2.4.1 (ix) Reverse Manoeuvring	Where off-street manoeuvring facilities are required, a 90 <sup>th</sup> -percentile car shall be able to manoeuvre into an out of any required parking spaces with only one manoeuvre.	This can be provided for on each lot given the size of these lots.	No
14.2.4.1 (x) Residential Parking Spaces	Residential parking spaces for Class 1 and Class 2 users minimum dimensions Single: 3.1m x 5.5m Double: 5.6m x 5.6m	Car parking space dimensions can be achieved on each lot.	No
14.2.4.1 (xiv) Surface of parking and loading areas	The surface of all parking, loading and associated areas shall be formed, sealed or otherwise maintained so as not to create a dust or noise nuisance, to avoid water ponding on the surface and to avoid run-off onto adjoining roads.	The right of way and private access ways will be formed with a metal surface. Dust and noise nuisance will be avoided.	No
Zone Standard			
14.2.4.2 (i) Length of vehicle crossing	Vehicle crossing providing access to a road in a Rural Zone shall comply with standards in Appendix 7.	The vehicle crossings will be constructed at the time of subdivision and provide access from a private right of way. Curtis Road intersection is existing.	No
14.2.4.2 (ii) Design of vehicle crossing	Vehicle crossings providing access to a road in a Rural Zone shall comply with the standards in Appendix 7.	All vehicle crossings must cross the property boundary at 90 degrees (plus or minus 15 degrees), and intersect the carriageway at 45 degrees to 90 degrees. These requirements can be achieved.	No
14.2.4.2 (iii) Maximum gradient for vehicle access	The maximum gradient for any private way used for vehicle access shall be 1 in 6.	No details have been provided in respect of the access gradients, however given the topography of the site, compliance is expected to be achieved.	No

14.2.4.2 (iv) Minimum sight distances from vehicle access	The minimum sight distances are set out in table 3 and must be complied with.  50km – 45m  60km – 65m  70km – 85m	Sight distances are not applicable as the proposed subdivision will be accessed from a private access way.	No
14.2.4.2 (v) Maximum Number of Vehicle Crossings	The maximum number of vehicle crossings for roads depends on the frontage length.	The subject site will not have a legal road frontage and therefore are only permitted to 1 vehicle crossing. The proposal does not include any additional crossings to Curtis Road	No
14.2.4.2 (vi) Distances of Vehicle Crossings from Intersections	No part of any vehicle crossing shall be located closer to the intersection of any roads than 25m.	The vehicle crossing is existing via Curtis Road.	No

The relevant site and zone standards of the Earthworks chapter are addressed as follows:

Site Standard	Requirement	Comment	Consent required
22.3.3 (i) Volume of Earthworks	The maximum total volume of earthworks shall not exceed 1000m³ within one consecutive 12 month period.	44,600m³ of earthworks are proposed.	N/A – Earthworks undertaken as part of subdivision in accordance with Rule 15.2.21.1
22.3.3 (iii) Fill	All fill for residential building platforms and associated retaining walls is to be in accordance with the requirements of NZS 4404:2010 and/or NZS 4431:1989 as appropriate.	All fill is to be certified as detailed in the Infrastructure report (Attachment I).	N/A – Earthworks associated with a subdivision are exempt from this rule.

The Transport Assessment prepared by Bartlett Consulting at **Attachment H** provides an assessment (Appendix B) outlining the compliance against the Access (14.2.4.2) section of the Transportation Site Standards for the Rural General Zone under the Operative QLDC District Plan (Section 14, Transport).

It is likely that the residential lots will not achieve the minimum visibility sight distance requirements (Rule 14.2.4.2 iv) as the accesses are from roads which, by design, will have an operating speed less than the 70km/hr speed limit. The subdivision access is formed as an extension of Curtis Road where sight distance is not considered.

# 1.4.2. Proposed District Plan

The Queenstown Lakes District Council notified Stage 1 of the District Plan review on 26 August 2015. The Stage 1 Decisions were notified on 7 May 2018. The appeal period has closed and rules that are not subject appeal are to be treated as operative.

Rule	Activity	Status	Consent Required
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Chapter 21 – Rural			
21.4.10	The identification of a building platform not less than 70m² and not greater than 1000m²	Discretionary	Yes
Chapter 27 -	- Subdivision		
27.5.11	All subdivision activities in the Rural and Gibbston Character Zones and Airport Zone – Wanaka, unless otherwise provided for.	Discretionary	Yes
27.7.10	In the following zones, every allotment created for the purposes of containing residential activity shall identify one building platform of not less than 70m² in area and not greater than 1000m² in area.  a. Rural Zone; b. Gibbston Character Zone; c. Rural Lifestyle Zone.	Non-complying (if breached)	No, the balance lot is not being created for the purpose of containing residential activity.

The Queenstown Lakes District Council notified Stage 2 of the District Plan review on 23 November 2017. Stage 2 included an Earthworks chapter, of which a number of provisions have immediate legal effect.

Rule	Activity	Status	Consent Required		
Chapter 25 -	Chapter 25 – Earthworks				
25.4.2	Earthworks that do not comply with the standards for maximum total volume of earthworks in Table 25.2 (Rural Zone = 1000m³)	Restricted Discretionary	Yes – a total volume of 44,600m³ of earthworks is proposed.		
25.5.11	Earthworks shall not exceed the following area:  a. 2,500m² where the slope is 10°or greater  b. 10,000m² where the slope is less than 10°	Restricted Discretionary	Yes – a total area of 59,000m² of earthworks is proposed.		

The Transport Assessment prepared by Bartlett Consulting at **Attachment H** provides an assessment (Appendix C) outlining the proposed development's compliance against the Access standards (Sections 29.5.14 to 29.5.24) of the Transportation Site Standards for the rural zone, under the Proposed QLDC District Plan (refer Chapter 29, Transport, Table 29.3 – Decision Version).

The on-site accesses are to be constructed to meet the minimum requirements of the QLDC Code of Practice. The accesses are to remain in private/shared ownership and serve up to 18 possible residential units with links to adjacent land which may be developed in the future (Rule 29.5.14).

It is likely that the residential lots will not achieve the minimum visibility sight distance requirements (Rule 29.5.18) as the accesses are from roads which, by design, will have an operating speed less than the 70km/hr speed limit. The subdivision access is formed as an extension of Curtis Road where sight distance is not considered.

# 1.4.3. National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health

In accordance with the National Standard for Assessing and Managing Contaminants in the Soil, all applications for resource consent need to be determined if they apply under the above-mentioned National Environmental Standard (NES).

The regulations apply if any of the following activities are undertaken:

- a) remove or replace an underground fuel storage system or any of its parts
- b) sample the soil to determine contamination
- c) disturb the soil (earthworks)
- d) subdivide the land (see exception below)
- e) change the use of the land.

The proposal will result in earthworks, which will exceed 25m<sup>2</sup> in area. Therefore the proposal is required to be considered against the NES.

The earthworks proposed will not expose people to contaminated soils and therefore are unlikely to have any risk to human health, and the NES need not be considered any further.

A Preliminary Site Assessment has been undertaken by e3 Scientific (Attachment H). The report concludes that no HAIL activities have been undertaken on the site; and that the site is suitable for subdivision, land use change and future development for rural residential use.

#### 1.4.4. Summary of consents required

#### **Under the ODP:**

- A **Controlled** activity consent pursuant to Rule 15.2.21.1 which states that Earthworks associated with any subdivision of land are a controlled activity;
- A **Discretionary** activity consent pursuant to Rule 15.2.3.3 (vi) for the subdivision and location of building platforms.
- A **Restricted Discretionary** activity consent pursuant to Rule 14.2.4.2 iv for sight distances from vehicle access.

# **Under the PDP:**

- A **Discretionary** activity consent pursuant to Rule 21.4.10 for the identification of a building platform;
- A **Restricted Discretionary** activity consent pursuant to Rule 25.4.2 for earthworks that do not comply with the volume of activity standards in Table 25.2;
- A **Restricted Discretionary** activity consent pursuant to rule 25.5.11 for earthworks that exceed 10,000m² where the slope is less than 10°;
- A **Discretionary** activity consent pursuant to Rule 27.5.11 for subdivision in the Rural Zone.
- A Restricted Discretionary activity consent pursuant to Rule 29.5.14 for access and road design.
- A Restricted Discretionary activity consent pursuant to Rule 29.5.18 for sight distances from vehicle access.

Overall the proposal requires a **Discretionary** activity resource consent.

The relevant assessment matters for resource consent application are addressed in detail below in Part 4 below.

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

The location of the lots and building platforms were considered in detail during the design phase of this proposal. The proposed locations will have the least impact on the surrounding environment when viewed from public places.

The activity will not result in any significant adverse effects on the environment, and therefore no alternative locations or methods have been considered in this application.

# 3. An assessment of the actual or potential effect on the environment of the proposed activity:

#### 3.1. Introduction

This assessment of effects on the environment addresses:

- The permitted baseline and existing environment;
- Effects on landscape and visual amenity;
- Effects on nature conservation / ecological values;
- Effects in relation to natural hazards:
- Effects of earthworks;
- Effects in relation to traffic and roading;
- Effects in relation to serving and infrastructure;
- Effects in relation to cultural and archaeological values;
- Effects on rural amenity;
- Cumulative effects;
- Precedent;
- Assessment matters;
- Summary

### 3.2. Permitted/Consented Baseline and existing/receiving environment

When determining the actual and potential effects of an application for resource consent, the permitted baseline allows a comparison of the potential adverse effects of the proposal against what is permitted as of right under the District Plan (the permitted baseline) and what could lawfully be undertaken on the land by way of any existing consents (the existing environment). On this site, permitted activities include:

- Earthworks that do not exceed 1000m³ in any 12 month period or breach any site standards;
- A fence less than 2 metres high anywhere within the site, including deer fencing, post and rail, post and wire.
- A structure associated with farming activities (as defined) anywhere within the site.

- Any structure erected closer than 10m of a road boundary, which is less than 5 meters in length, and less than 1m in height.
- Tree planting excluding forestry activity, shelterbelt planting in an alpine area with an altitude greater than 1070m, and where it falls within Rule 5.3.3.3(i)(a)(ii) landscaping associated with buildings and building platforms.
- Conservation planning within or along the margins of the waterbodies.
- Horticultural and agricultural farming activities (that comply with relevant site and zone standards) including –
  - Ploughing;
  - Cultivating, mowing and baling of grasses and/or pasture crops;
  - o Grazing and break feeding of livestock animals on pasture;
  - Irrigating land including pivot or linear irrigators;

Lot 16 has previously been granted resource consent RM090876 for a residential building platform.

Section 104 (2) of the Resource Management Act states that when forming an opinion on whether there are adverse effects from an activity on the environment, the consent authority may disregard adverse effects if the plan explicitly permits that certain activity.

In this instance, the above activities form a relevant permitted baseline that includes activities that may be undertaken on the site without resource consent. The consequential effects arising from such permitted activities are relevant when considering the effects of the proposed development.

# 3.3. Effects on landscape and visual amenity values

The subject site is zoned Rural General by the Operative District Plan. Under the Proposed District Plan, the site is zoned Rural and is classified Outstanding Natural Landscape (ONL) in both plans. It is noted that this ONL landscape is transitional in character and that the relatively undeveloped rural character that currently exists across this plateau will change in the immediate future to a more developed landscape that will include the large MCSZ and works to be undertaken on the Ski Field sub zone.

The proposal has been carefully considered to minimise effects on the existing landscape character and visual amenity values. The proposed lots have been strategically located to address visibility issues from public and private viewpoints; alongside the intent of the indigenous planting framework.

As described in the site description, the site is located upon the western plateau above the Cardrona Township and is not visible from the south end of the Cardrona Valley Road and any public places in the vicinity excluding Pringles Creek Road. Baxter Design Group have undertaken an assessment on the visibility and conclude the proposed subdivision and development to be of low visibility from surrounding viewpoints (Attachment D).

The proposed design controls contain architectural and landscape controls that assist in avoiding and mitigating potential visual effects from the development. For example the species are restricted to ensure the landscaping remains in keeping with the existing landscape values. Architectural controls are similar to those that exist on majority of consent notices in the rural areas, restricting external colours and materials to appropriate colours and light reflectance values.

There is substantial existing and proposed (zoned) residential development in the landscape to the immediate north of the site. Whilst this does not negate all potential levels of adverse effect it

nevertheless influences and modifies the natural values of the surrounding landscape, enabling the extension of well-considered built form to be undertaken without decreasing landscape values.

The development will be reasonably difficult to see. From the principle viewpoints, being the Cardona valley Road and the Cardrona Village, viewers will be largely unaware of its existence. From The Roaring Meg Track the development will be visible however the effects will be low as discussed in this report, due largely to the context of that view and the visibility of existing and consented (zoned) development.

Overall the proposal has low visibility and therefore will result in only minor adverse effects on the landscape and visual amenity values.

# 3.4. Effects on nature conservation / ecological values

The report by e3scientific (Attachment G) examines the risks and potential ecological benefits of the proposed development.

The existing ecological values within the proposed Curtis Road subdivision are predominantly associated with the matagouri, cushion fields and Pongs Creek. The area contains scattered At Risk – Declining matagouri and one small area of the At Risk – Declining Raoulia australis and At Risk – Declining Raoulia parkii. Pongs Creek contains a population of the Threatened – Nationally Critical Clutha flathead galaxias. The habitat present on site provides hunting, nesting and forging habitat for native bird species.

The ecological values within the proposed residential lots and Pongs Creek has been determined using the criteria outlined in the 2018 EIANZ Guidelines and the significance criteria in the QLDC District Plan. The overall ecological value of the terrestrial vegetation and habitat that is proposed to be disturbed is Moderate and the ecological value of Pongs Creek is Very High. The habitats within the study areas satisfies most of the QLDC significance criteria. The ecological value of the At Risk – Declining matagouri, pipit, Raoulia australis and Raoulia parkii species is High, the At Risk – Declining falcon is Moderate and the ecological value of the Threatened – Nationally Critical Clutha flathead galaxias is Very High. All other Not Threatened plant and fauna species are considered to have Low ecological value.

The proposed development will only remove a relatively small amount of native vegetation including At Risk – Declining matagouri and one patch of cushion plants, however substantial native replanting, which will create better habitat for the native fauna is proposed on the site.

To manage the effects of the proposal, e3S recommends the following measures be implemented:

- (a) No works are to occur within Pongs Creek or within the riparian margin without an assessment of the proposed effects occurring by a suitably qualified ecologist.
- (b) Upgrading the road over Pongs and Pringles Creek shall be overseen by a suitably qualified freshwater ecologist to ensure no disturbance to the perched culvert.
- (c) The culvert design and installation in Pongs Creek is to be overseen by a suitably qualified and experienced freshwater ecologist, with expertise in fish passage and construction.
- (d) The alignment and associated installation methodology of the potable water supply line and wastewater main across Pongs Creek is to be assessed by a freshwater ecologist.
- (e) A sediment and erosion control management plan is to be prepared prior to works commencing to mitigate the risk of runoff and sedimentation into Pongs Creek, Pringles Creek and any overland flow paths.
- (f) To confirm the presence or absence of lizards within the site, a survey is to be carried out by a suitably qualified herpetologist prior to works commencing. Any recommendations provided,

including an application for a Wildlife Permit to the Department of Conservation are to be adhered to by the consent holder.

- (g) Prior to any machinery or equipment entering the study area, it must be cleaned and checked for soil that could potentially contain seeds or exotic plants that could further contaminate the site.
- (h) To reduce the spread of exotic weed species, in particular the introduction of new weed species into Pongs Creek only clean, screened soil, is to be brought onto site.
- (i) No stormwater discharge is to occur directly into Pongs Creek and all stormwater discharge is to mimic the natural hydrology of the site.
- (j) Detailed stormwater designed and placement on proposed Lot 7, 8, 9, 11, 13 and 15 is required due to the proximately of the Lots to Pongs Creek to ensure no impact on Pongs Creek occurs.
- (k) No wastewater is to be discharged to Pongs Creek above the perched culvert.
- (I) Ecological restoration plantings are to be installed in residential Lots 2 to 15 as set out in the development masterplan.

The main vegetation habitat present within the residential lots is highly modified exotic pasture grassland. At Risk – Declining matagouri is scattered as individual plants through the site. A small patch of cushionfield which includes the At Risk – Declining Raoulia australis and Raoulia parkii is located on proposed Lot 15.

The development will require minor clearance of indigenous vegetation for building platforms, associated curtilage and for access ways. The indigenous vegetation clearance is estimated to be less than 1,000 square metres.

The overall ecological value of the vegetation that is proposed to be disturbed is defined as Moderate within the Ecological assessment prepared by e3 Scientific (**Attachment G**) and the overall ecological value of Pongs Creek is Very High.

A secure population of the Threatened – Nationally Critical Clutha flathead galaxias is present within Pongs Creek. Stormwater and wastewater disposal has been identified as a key risk to the Clutha flathead galaxias population in Pongs Creek. Design of these systems will ensure impact to the creek is avoided. The siting of the of the wastewater disposal field and construction management can ensure the development can proceed without impacting the habitat of the Clutha flathead galaxias.

The development proposes extensive ecological restoration planting that can provide a positive ecological benefit through providing a food source and cover for native fauna and reintroducing indigenous species that are no longer present on the site or within the wider environment. e3 Scientific considers the development would result in a positive benefit to the terrestrial ecology of the site given the scale of the ecological restoration proposed.

In summary, the retention and enhancement of existing native habitat and expansion of such areas as discussed herein would greatly contribute to the ecology of the site and residential development and the wider area.

Overall, the effects of the proposal on natural conservation and ecological values will be positive and significant.

#### 3.5. Effects in relation to natural hazards

The effects of the proposed development in relation to natural hazards have principally been assessed by Geosolve, at **Attachment N**. The matters are addressed in summary as follows.

#### Seismic

Two trace paths of the active NW Cardrona Fault are inferred, from QLDC hazard maps, to pass through the site, or in close proximity to the site. The western fault trace runs south to north, adjacent to the western boundary of the site and the trace is mapped to terminate soon after entering the site in the north western part of the site. The eastern fault trace runs south to north approximately through the middle of the subject site. The fault trace continues beyond the southern and northern site boundaries.

Geosolve have completed an assessment of the risk posed by the western fault trace of NW Cardona Fault using guidelines provided by the Ministry of Environment for developing land close to active faults.

Following the Ministry of the Environment guidelines provided in Section 11 "Taking a Risk-Based Approach to Resource Consents", building importance category structures 1, 2a and 2b, are a permitted activity. NZS 3604 dwelling structures fall under category 2a and are therefore considered to be a permitted activity in close proximity to the western fault trace of the NW Cardrona Fault System.

The eastern trace of the NW Cardrona Fault is described as "concealed" on the QLDC hazard maps. The eastern fault trace of the NW Cardrona Fault system continues north from the subject site into Mt Cardrona Station, located adjacent to the northern boundary of the subject site. No evidence of an active fault trace was identified from this fault trace that could be used to project the location of this fault to the subject site and the fault trace is also understood to be concealed by the fan alluvium material at this location. The location of the eastern fault trace is uncertain and no accurate fault avoidance zone can be provided for this fault trace.

A more significant seismic risk exists in this district from potentially strong ground shaking, likely to be associated with a rupture of the Alpine Fault, located along the West Coast of the South Island. There is a high probability that an earthquake with an expected magnitude of over 8 will occur along the Alpine Fault within the next 50 years, which will subject the site area to strong, prolonged ground shaking.

#### **Alluvial Fan**

Lots 1, 7, 8, 9 and 11 are mapped as an active fan in the ORC alluvial fan mapping. The fan deposits are historic and their accumulation is not an active or recent process.

The building platform for Lot 1 is located adjacent to the incised river channels of Pongs Creek and Pringles Creek. The building platforms are sufficiently elevated from their respective river channels to mitigate any potential debris flow alluvial fan hazard. Lot 1 is also elevated above any flooding hazard.

The risk of alluvial fan activity affecting Lots 1, 7, 8, 9 and 11 are considered to be very low and unlikely to affect a future development and no mitigation measures or further assessment is required for the proposed development with respect to this hazard.

Localised storm water run-off, typical of sloping hillside environments, should be expected during periods of heavy rainfall.

# **Slope Stability**

An area of inferred landslide activity, which is shown on the QLDC hazard maps, lies within the site boundary. This landslide is classed by QLDC as "areas of fine-grained soils susceptible to sliding". This landslide feature is shown to affect Lots 2 to 16 inclusive.

The extent of the deep-seated landslide features is limited to the upslope catchment of Pongs Creek and are unlikely to encroach into the area proposed for development.

In order to further mitigate the surficial soils, it is recommended to construct foundations below the softened/wet topsoil and fan alluvium material and on the competent underlying fan alluvium material, up to approximately 0.8 m below the existing ground surface. The finished subgrade will be inspected by a geotechnical practitioner to ensure that no unstable features are exposed.

The proposed building platform within Lot 1 occupies a ridge that slopes moderately towards Pongs Creek. The slope is approximately 5 m high with a current angle of between 20 and 25 degrees. It is recommended that the slope stability of the proposed building platform is reassessed at detailed design stage following final building footprint positioning to confirm if specific design or setback from the crest is required. It is also recommended that a specific survey is undertaken to confirm the existing ground profile with more accuracy as compared to the LiDar data used for the assessment.

Seepage of the surficial soils was identified at the location of Lot 13, increasing the potential for slippage of the surficial soils at this location. Remedial drainage solutions are available to reduce this risk for development at this location, comprising slope runoff diversion drains and counterfort drains. Proposed Lot 13 has been relocated upslope to the northwest to avoid the potential stability risk.

To mitigate any potential slope movement for the proposed building platforms at Lots 13-15, it is recommended that an engineered fill gravel raft, with in-built drainage, can be constructed to re-achieve site levels following the removal of unsuitable soils (topsoil and softened fan alluvium).

#### Liquefaction

The risk of liquefaction is considered low at the site. The low liquefaction risk is due to the combination of a static water table located at depth and medium dense/stiff to very stiff deposits associated with the alluvial fan deposits. No special provisions are considered necessary with respect to this hazard and building design; however, foundation bearing capacity will be assessed for all building platforms at detailed design stage.

### **Flooding**

There is a potential risk for Pongs Creek to avulse upslope of Lot 11 and 13 and for Pringles Creek to avulse at the location of the western site boundary. In order to mitigate this hazard a strategically placed bund and an increased floor level above the proposed ground surface by 450mm will provide protection and mitigation in respect of any flooding hazard.

A flood risk assessment report will be undertaken by a suitably qualified professional for the affected lots (Lots 11 and 13) in respect to this hazard during the detailed design stage.

The proposed earthworks will modify the existing ground surface and raise the ground levels of the proposed lots. Additional to this landscape bund may have a secondary effects of providing additional comfort to the flood protection of lots.

### **Summary**

Overall, with appropriate design there are no adverse effects in relation to natural hazards.

### 3.6. Effects of earthworks

The proposal includes 44,600m³ of earthworks are required over 59,000m². Earthworks are required to construct flat building platforms, the right of way, vehicle access to each lot and servicing.

The proposed development has been designed with a low design philosophy to maintain its inherent rural character. The proposed earthworks accentuate the existing open undulating landform to assist in mitigating potential visibility of the building platforms and modification to the ONL. The earthworks plan proposes gradients that will remain in keeping with the existing landscape to ensure the character and amenity values of the site remain natural and unmodified.

Additionally, at the time services are installed, such as water tanks and waste water disposal fields, further earthworks may be required within the individual lots. All servicing is required to be underground and therefore no adverse effects will arise on the landscape form the earthworks associated with servicing. Shall future earthworks breach the permitted volumes, an additional resource consent will be sought by the new property owner.

A total volume of 44,600m³ of earthworks will be undertaken in association with the proposed subdivision. The proposed earthworks are appropriate and will not modify or adversely affect the natural landscape characteristics.

Whilst the temporary effects of the proposed earthworks may be considered to give rise to adverse effects, these can be appropriately mitigated through the implementation of a Construction Management Plan.

Overall the adverse effects of the proposed earthworks are less than minor.

#### 3.7. Effects in relation to services and infrastructure

Stormwater and wastewater disposal has been identified as a key risk to the Clutha flathead galaxias population in Pongs Creek. Design of these systems will ensure impact to the creeks are avoided. The siting of the of the wastewater disposal field and construction management can ensure the development can proceed without impacting the habitat of the Clutha flathead galaxias.

Based on site investigation, the development has sufficient capacity to facilitate the communal disposal of effluent to land via a STEP system or a small community wastewater treatment plant using sub-soil drip irrigation. The permanent effects of the proposed systems on the environment are considered to be minor.

Water sensitive design principles will be applied to mimic the existing hydrology of the area, namely soakage and runoff to the creeks. This will be achieved through a combination of on-site rainwater harvesting for reuse, soakage to ground and above ground dispersal.

Stormwater discharge to land and water is authorised by ORC's 'Water for Otago Regional Plan' which was prepared to manage the water resources of Otago in accordance with the Resource Management Act of 1991. Stormwater discharge from roads and overland flow not connected to a reticulated system to land or water is a permitted activity. 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 the discharge does not cause flooding of any other person's property, erosion, land instability, sedimentation or property damage. The permanent effects of the proposed systems on the environment are considered to be minor.

The proposed surface water take can meet the required water demand of the development with storage providing the required buffer to accommodate peak domestic and firefighting demands. Potable water treatment methodology will be implemented to ensure the water supply meets NZ Drinking Water Standards. The permanent effects of the proposed systems on the environment are considered to be minor.

The proposed development access will be formed to generally fit the existing site constraints, meet QLDC Land Development and Subdivision Code of Practice and achieve compliance with the QLDC District Plan Transport Rules.

Overall, the adverse effects of servicing and infrastructure associated with the proposal will be less than minor.

# 3.8. Effects in relation to traffic and roading

The effects of the proposed development in relation to natural hazards have principally been assessed by Bartlett Consulting, at **Attachment H**. The site is accessed from Curtis Road which is a local road within the Council's road network, it is proposed to extend Curtis Road onto the site as a private road. It is noted that the existing formation of Curtis Road, and its intersection with Pringles Creek Road, is capable of serving up to 6 residential dwellings. At the time that the proposed subdivision will create more than 6 potential residential dwellings Curtis Road its intersection with Pringles Creek Road will need to be upgraded.

To serve the full subdivision of up to 17 residential dwellings/lots Curtis Road is to be extended in a southerly direction through the site and then will continue in a generally westerly direction within an existing Right of Way over land owned by Mt Cardrona Station. A new access road will serve the main cluster of residential lots to be created within the site. The proposed road network will be designed and constructed to meet the requirements of the QLDC Land Development and Subdivision Code of Practice, current Austroads Guidance and the QLDC District Plan. Consent conditions will manage the design of the proposed road network. This includes any minor departures from either the QLDC Land Development and Subdivision Code of Practice and/or the QLDC District Plan. This will include the upgrade of the existing Curtis Road and its intersection with Pringles Creek Road.

As a private road network an appropriate management and maintenance agreement will be required. This is likely to be part of an overall agreement for the management and maintenance of community infrastructure including water supply, wastewater collection, treatment and disposal. A consent condition will manage the provision of an appropriate management and maintenance agreement.

The proposed subdivision will have minimal transport effects on the surrounding transport network, and therefore the adverse effects of the proposal on transport are less than minor.

#### 3.9. Effects in relation to cultural and archaeological values

The effects of the proposed development in relation to archaeological values have been assessed by Origin Consultants, at **Attachment P**. The effects of the proposed works on recorded archaeological sites will be limited to some minor disturbance of portions of the two races (F41/589, F41/590) and shallow disturbance around F41/562.

The location of the proposed residential lots are mostly confined to the extensively ploughed paddock in the southern portion of the site. It is likely that the requirement for creating required levels and drainage will see the area identified as F41/565 disturbed.

The creation of a dispersal field adjacent to F41/562 may encounter subsurface features. However, the area immediately outside the defined features on site has already been extensively modified by ploughing. The installation of the dispersal field will require a series of narrow shallow trenches to be excavated in order to install the pipelines. This has the potential to disturb small parts of this site. The construction of a dispersal field for the proposed residential lot in the northwest corner will have a minor effect on part of F41/589. These works will require clay bunds to be installed to prevent overflow and subsequent leakage of the septic system.

To manage the effects of the proposal, Origin Consultants recommends the following measures be implemented:

- (a) Due to the extensive disturbance of the site from 20th century farming activity, it is unlikely that subsurface material in the form of refuse pits or similar will be uncovered within the assessment area. However, trenching in close proximity to F41/562 has the potential to uncover scattered material associated with the Chinese occupation of the site and parts of the Cardrona Company Water Race (F41/589) will be damaged by works. As such, an archaeological authority under Section 44 of the Heritage New Zealand Pouhere Taonga Act (2014) should be obtained from Heritage New Zealand prior to any earthworks commencing on site. F41/565 should be investigated during initial earthworks to determine if any 19th century activity occurred at the site.
- (b) As a first principle, every practical effort should be made to avoid damage to any archaeological site, whether known, or discovered during works. This is particularly important around F41/562 as material may have survived relating to Chinese occupation.
- (c) Contractors should be informed and briefed of the possibility that archaeological material may be uncovered during works as well as the wider archaeological site values. This includes immediate cessation of works in the area of discovery and communication with the approved archaeologist.
- (d) If any subsurface archaeological features are uncovered during excavations, these should be recorded using appropriate archaeological standards by the approved archaeologist.

(e) If at any stage during site works pre-European (Māori) material is discovered, Heritage New Zealand should be consulted in the first instance. There are historic recordings of isolated Māori features and material culture in the wider area, but it is unlikely the proposed works will encounter any such items. If pre-European material is encountered during works, then all work is to cease immediately with a 20m exclusion zone established around the find with damage to any material minimised or avoided. Once the Regional Archaeologist has been contacted, they will advise on the best way to proceed. Any pre-European artefacts will be, prima facie, property of the Crown and will be submitted to the appropriate institutions.

The applicant has provided details of the application to Kai Tahu ki Otago. The results of this consultation will be forwarded to the Council when they are available.

It is proposed that consent conditions include protocols for any discovery of any cultural or archaeological item that could be of interest to the lwi or to Heritage New Zealand. These will allow any discovery to be addressed by the experts if the need arises.

Accordingly, there are likely to be no adverse effects on any cultural or archaeological values, and the conditions of consent enable avoidance or mitigation, as the case may be, in the event of any discovery.

### 3.10. Effects on rural amenity

There are several rural lifestyle properties adjoining the subject land on Pringles Creek Road and Gin and Raspberry Lane. The closest dwelling is approximately 390m from Pringles Creek Road located within the hummocky landscape within the lower elevations of the landform that continues to rise towards Mt Cardrona. The proposed lots are located within the interior parts of the subject land, with large separation distances between the development and the neighbouring rural lifestyle properties. This separation assists in maintaining the rural amenity that the existing dwellings experience whilst ensuring there will be no adverse effects in relation to privacy, overlooking or sunlight access.

As stated in the Landscape Assessment (**Attachment D**) the development will be visible from existing residential dwellings, however it will contrast in form and colour to the pattern of residential development within the surrounding environment. The proposed planting and design controls will assist in visually absorbing the development into the landscape so that it does not create unreasonable adverse effects on the rural amenity values.

The applicant has consulted with all of the neighbouring parties and provided them with a copy of the full application package, outside of the statutory notification process.

Overall the adverse effects on rural amenity are minor.

#### 3.11. Cumulative effects

The area to the north of the application site, is land zoned Mt Cardrona Station Special Zone. The purpose of this zone is to provide for an integrated community within a village environment that provides a range of activities including residential, visitor accommodation, recreational, commercial, and educational and community activities. Development within this zone is subject to compliance with a Structure Plan which separates certain development to specific activity areas. The bulk of the development will occur in the centre of the zone which is to the north east of the site (down the Cardrona Valley).

An existing residential dwelling and a consented residential building platform are located on the application site. There are four residential dwellings on Gin and Raspberry Lane and four residential dwellings along Pringles Creek Road that present a rural living environment similar to that proposed in this application. The proposed lot sizes and building platform controls will be consistent with the existing development in the surrounding areas and will not create an inappropriate level of domestication of the landscape. The potential cumulative effects on the landscape are further assessed in the Landscape Assessment prepared by Baxter Design Group at **Attachment D**.

Given the proposed subdivision is not visually prominent from Cardrona Valley Road or within the wider landscape, any cumulative adverse visual effects arising from the existing level of development (both within and outside the applicant's land) together with both the future development within the Mount Cardrona Station Special Zone and the proposed development are less than minor.

#### 3.12. Precedent

#### Given:

- The location of the site with respect to existing and zoned development;
- The location and design of the proposed lots, and the restrictions on development within these lots (through the design and landscaping controls);
- The applicant's proposed covenants, to protect a wide area of land surrounding the subject site from any further subdivision and residential development; and
- The acceptable level of effects on the environment including the effects on landscape values and outstanding natural character and amenity values –

The proposal does not cause any adverse "precedent" effect for further subdivision or development within the ONL. It would be very difficult for any other proposal to emulate all of the attributes of the current proposal.

#### 3.13. Assessment Matters

The relevant assessment matters are:

### 5.4.2.2 Operative District Plan – Rural Areas (Outstanding Natural Landscape)

Assessment Matter	Assessment Matter detail	Assessment
5.4.2.2(2)(a)	Potential of the landscape to absorb development:	Refer to the Landscape Assessment (Attachment D).
	<ul> <li>(i) Whether, and to what extent, the proposed development is visible from public places;</li> <li>(ii) Whether the proposed development</li> </ul>	The proposed development has a limited view catchment, generally confined to the upper western elevated portions of the Cardrona Valley with a minor glimpse view from the Cardrona Valley Road when
	is likely to be visually prominent to the extent that it dominates or detracts from views otherwise characterised by natural landscapes;	travelling south, and parts of Pringles Creek Road. Baxter Design Group have assessed the views from Pringles Creek Road, Cardrona Valley Road and the Med Hut
	(iii) Whether any mitigation or earthworks and/or planting associated with the proposed development will detract from existing natural patterns and processes within the site and surrounding landscape or otherwise adversely effect the natural landscape character;	Track and the ability of the landscape to absorb the development.
	(iv) Whether, with respect to subdivision, any new boundaries are likely to give rise to planting, fencing or other land use patters which appear unrelated	

	to the natural line and form of the landscape; wherever possible with allowance for practical considerations, boundaries should reflect underlying natural patters such as topographical boundaries;  (v) Whether the site includes any indigenous ecosystems, wildlife habitats, wetlands, significant geological or geomorphic features or is otherwise an integral part of the same;  (vi) Whether and to what extent the proposed activity will have an adverse effect on any ecosystems or features identified in (v);	
5.4.2.2 (2) (b)	(i) Whether and the extent to which the proposed development will be within a broadly visible expanse of open landscape when viewed from any public road or public place and in the case of proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, equestrian and other means of access; and  (ii) Whether, and the extent to which, the proposed development is likely to adversely affect open space values with respect to the site and the surrounding landscape;  (iii) Whether the proposed development is defined by natural elements such as topography and/or vegetation which may contain any adverse effects associated with the development.	Refer to the Landscape Assessment (Attachment D).  The proposed development is located 250m south of the consented MCSZ. Upon completion of the MCSZ, this development will change the openness of the landscape of the western plateau overall.  The proposed development will have very low to negligible visibility when viewed from the northern end of Cardrona Valley Road. From the Meg Hut track, the proposed development occupies a small part of the vista and will not be visually dominant, and only be intermittently visible due to the surrounding topographical setting, foreground vegetation, and the surrounding mountain ranges, which largely dominates the view.  Considering the level of existing shrubland in the area, the potential of the landscape to absorb the proposed development, and the MCSZ (upon completion) changing the level of openness of the western plateau, the adverse effects for this proposed development on such openness of the landscape will be low.  Overall, whilst the open space values will change, that change is low. This ensures that the development blends into the surrounding natural character of the western plateau, and surrounding Cardrona area.
5.4.2.2(2) (c)	Cumulative Effects on Landscape Values:  (i) Whether, and to what extent, the proposed development will result in the introduction of elements which are inconsistent with the natural character of the site and surrounding landscape;  (ii) Whether the elements identified in (i) above will further compromise the	Refer to the Landscape Assessment (Attachment D).  The potential adverse cumulative effects of the proposed development is considered to be low to negligible. This has been formulated based on the following:  • The number of neighbouring dwellings (Five lots on Gin and Raspberry Lane, Four lots on Pringles Creek Rd) in

- existing natural character of the landscape either visually or ecologically by exacerbating existing and potential adverse effects;
- (iii) Whether existing development and/or land use represents a threshold with respect to the site's ability to absorb further change;
- (iv) Where development has occurred or there is potential for development to occur (ie. existing resource consent or zoning), whether further development is likely to lead to further degradation of natural values or inappropriate domestication of the landscape or feature.
- relation to the scale of the proposed development (17 lots).
- The MCSZ and its relative scale and development upon completion.
- The substantial retention of pastoral grazing and surrounding open landscape.
- The proposed native revegetation of the landscape.
- The proposed covenants; 'Pongs Creek Clutha Flathead Preservation Corridor' and the 'Landscape Protection Zone'.
- The locations of the proposed RBPs, roading and infrastructure within the natural topography.
- The proposed Design Controls to dictate architectural finishes, colours, and materiality of future dwellings which strengthens the overall vision for the area.

#### 5.4.2.2 (2) (d)

#### Positive Effects:

- (i) Whether the proposed activity will protect, maintain or enhance any of the ecosystems or features identified in (a)(v) above;
- (ii) Whether the proposed activity provide for the retention and/or reestablishment of native vegetation and their appropriate management;
- (iii) Whether the proposed development provides an opportunity to protect open space from further development which is inconsistent with preserving a natural open landscape;
- (iv) Whether the proposed development provides an opportunity to remedy or mitigate existing and potential (ie. structure or development anticipated by existing resource consents) adverse effects by modifying, including mitigation, or removing existing structures or development; and/or surrendering any existing resource consents;
- (v) The ability to take esplanade reserves to protect the natural character and nature conservation values around the margins of any lake, river, wetland or stream within the subject site;
- (vi) The use of restrictive covenants, easements, consent notices or other legal instruments otherwise necessary to realise those positive effects referred to in (i) (v) above

Refer to the Landscape Assessment (Attachment D).

The proposed development, when considered in its entirety, has a high level of positive effects. These include the Pongs Creek Clutha Flathead Preservation Corridor, the Landscape Protection Zone, and the reintroduction of indigenous vegetation which will all result in positive effects on the ecosystem and the natural environment of the site.

The proposed relocation of the already approved building platform on proposed Lot 16 will also result in positive effects on the landscape.

The use of two protective covenants has been offered up by the applicant, both will result in significant positive effects on the natural environment.

An esplanade has not been provided for as the waterbodies do not meet the qualifying criteria for an Esplanade Reserve as detailed in **Attachment O**.

and/or to ensure that the potential for	
future effects, particularly cumulative	
effects, are avoided.	

## 21.21.1 Proposed District Plan –Outstanding Natural Landscapes (ONL)

Assessment Matter	Assessment Matter detail	Assessment
21.21.1.1	In applying the assessment matters, the Council will work from the presumption that in or on ONF and ONL's, the applicable activities are inappropriate in almost all locations and that successful applications will be exceptional cases where the landscape or feature can absorb change and where the buildings and structures and associated roading and boundary changes are reasonably difficult to see from beyond the boundary of the site the subject of the application.	Refer to the Landscape Assessment (Attachment D).
21.21.1.2	Existing vegetation that:  a. Was either planted after, or, self-seeded and less than 1 metre in height at 28 September 2002; and  b. Obstructs or substantially interferes with views of the proposed development form roads or other public places, shall not be considered:  i. As beneficial under any of the following assessment matters unless the Council considers the vegetation (or some of it) is appropriate for the location in the context of the proposed development; and  ii. As part of the permitted baseline.	Refer to the Landscape Assessment (Attachment D).  No existing trees or vegetation are to be utilised for mitigation / screening purposes.
21.21.1.3	Effects on landscape quality and character: In considering whether the proposed development will maintain or enhance the quality and character of ONF's and ONL's, the Council shall be satisfied of the extent to which the proposed development will affect the landscape quality and character, taking into account the following elements:  a. Physical attributes:  i. Geological, topographical, geomorphic elements in the context of whether these formative processes have a profound influence on landscape character;	Effects on landscape quality and character are addressed in detail on page 16 of the Landscape Assessment prepared by Baxter Design (Attachment D).  Overall the proposal will result in low to moderate adverse effects on the existing landscape quality and character within the immediate site. Adverse effects on the wider landscape quality and character are low.

- ii. Vegetation (exotic and indigenous);
- iii. The presence of waterbodies including lakes, rivers, streams, wetlands.
- b. Visual attributes:
  - Legibility or expressiveness 0 how obviously the feature or landscape demonstrates its formative processes;
  - ii. Aesthetic values including memorability and naturalness;
  - Transient values including values at a certain time of day or year;
  - iv. Human influence and management – settlements, land management patters, buildings, roads.
- c. Appreciation and cultural attributes:
  - Whether the elements identified in (a) and (b) are shared and recognised;
  - ii. Cultural and spiritual values for tanagata whenua;
  - iii. Historical and heritage associations.
- d. In the context of (a) to (c) above, the to which degree the proposed development will affect the existing landscape quality and character. including whether the proposed development accords with or degrades landscape quality and character, and to what degree.
- e. Any proposed new boundaries will not give rise to artificial or unnatural lines (such as planting and fence lines) or otherwise degrade the landscape character.

#### 21.21.1.4 Effects on visual amenity:

- a. The extent to which the proposed development will not be visible or will be reasonably difficult to see when viewed from public roads and other public places. In the case of proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, cycling, equestrian and other means of access;
- b. The proposed development will not be visually prominent such that it detracts from public or private views of and within ONL's and ONF's.

Effects on visual amenity are addressed in detail on page 18 of the Landscape Assessment prepared by Baxter Design Group (Attachment D).

Overall, the proposed development occupies a minor part of a wide panoramic landscape. There are limited and intermittent minor glimpse views of the proposal when approaching the Cardrona Village from the north at a distance.

The proposal is most visible from Pringles Creek Road, occupying a portion of the hummocky landscape within the lower elevation of the landscape. The proposed landscaping and planting areas, and design

	c. The proposal will be appropriately screened or hidden from view by elements that are in keeping with the character of the landscape; d. The proposed development will not reduce the visual amenity values of the wider landscape (not just the immediate landscape). e. Structures will not be located where they will break the line and form of any ridges, hills and slopes; f. Any roads, access, lighting, earthworks and landscaping will not reduce the visual amenity of the landscape.	controls will assist in visually absorbing the development.  The proposal will potentially be visible from Meg Hut Track across the Cardona Valley, however this is at a generous distance and will be relatively difficult to view.  The proposal will be visible as a distant backdrop from the Mount Cardrona Special Zone.  Overall, the visibility of the proposed development form public places is relatively low and will be visually absorbed into the landscape and will not detract from views of the surrounding ONL landscape.
21.21.1.5	a. Opportunity has been taken to aggregate built development to utilise common access ways including roads, pedestrian linkages, services and open space (ie. open space held in one title whether jointly or otherwise);  b. There is merit in clustering he proposed building(s) or building platform(s) within areas that are least sensitive to change:  c. Development, including access, is located within the parts of the site where it would be least visible from public and private locations;  d. Development, including access, is located in the parts of the site where it has the least impact on landscape character.	The design and density of development is addressed in the Landscape Assessment prepared by Baxter Design Group (Attachment D).  The proposed development utilises existing access ways and easements, clusters lots within the existing topography, and has been carefully designed to mitigate views from public places.
21.21.1.6	Cumulative effects of development on the landscape:  Taking into account whether and to what extent any existing, consented or permitted development (including unimplemented but existing resource consent or zoning) may have degraded:  a. The landscape quality or character or,  b. The visual amenity values of the landscape.	Refer to the Landscape Assessment (Attachment D).  The proposed development will not further adversely affect the landscape quality, character, or visual amenity values of the immediate and wider landscape. The cumulative effects of development on the landscape is addressed in the Assessment prepared by Baxter Design Group.

### 3.14. Summary of effects on the environment

Potential adverse effects of the proposal on the environment have been recognised in the design of this proposal. In summary, the development:

- is unique and innovative, in its form, design controls and scale of proposed planting;
- utilises existing topography and location of the proposed lots and building platforms;
- includes extensive design controls (landscaping and architectural);
- clusters lots to avoid effects of sprawling built form in the rural landscape and ONL;

- includes substantial landscaping and native revegetation;
- imposes a covenant on land surrounding the proposed subdivision to protect the land against any future development within close vicinity to maintain open space and rural character;
- locates services and infrastructure underground to avoid adverse visual effects;
- includes low impact stormwater design;
- will be reasonably difficult to see. From the principle viewpoints, being the Cardona Valley Road
  and the Cardrona Village, viewers will be largely unaware of its existence. From The Roaring
  Meg Track and Mount Cardrona Special Zone, the development will be visible but distantc;
  however, the effects will be low as discussed in Landscape Assessment (Attachment D);
- is in a location where there is substantial existing and proposed (zoned) residential development in the landscape to the immediate north of the site. Whilst this does not negate all potential levels of adverse effect it nevertheless influences and modifies the natural values of the surrounding landscape, enabling the extension of well-considered built form to be undertaken without decreasing landscape values.

For these reasons, on balance, any adverse effects on the environment of the proposal are, overall, minor.

#### 4. Objectives and Policies of the relevant planning instruments

The relevant planning instruments, and the relevant sections of each, are:

- o Queenstown Lakes Operative District Plan Chapters 4, 5, 14, 15 and 22.
- Queenstown Lakes Proposed District Plan Stage 1: Chapters 3, 6, 21 and 27; and Stage 2: Chapter 29
- The Operative and Proposed Regional Policy Statements

These are addressed as follows.

#### 4.1. Operative District Plan (District Wide, Rural General, Transport and Subdivision)

#### 4.1.1. Objectives and Policies – District Wide (Part 4)

Part 4 Provision	Detail of Provision	Assessment
4.1 Natural Environmen	nt .	
Objective 1 – Natural Conservation Values	The protection and enhancement of indigenous ecosystem functioning and sufficient viable habitats to maintain the communities and the diversity of indigenous flora and fauna within the District.	The ecological values of the property will be protected and enhanced by the proposal, as discussed in the ecological review report (Attachment G). The ecological protection, restoration and enhancement works will:
	Improved opportunity for linkages between the habitat communities.  The preservation of the remaining natural character of the District's lakes, rivers, wetlands and their margins.	<ul> <li>Provide viable habitat for communities and diversity of indigenous species;</li> <li>Improve the opportunity for linkages between habitat communities;</li> </ul>

	The protection of outstanding natural features and natural landscapes.  The management of the land resources of the District in such a way as to maintain and, where possible, enhance the quality and quantity of water in the lakes, rivers and wetlands.  The protection of the habitat of trout and salmon.	Preserve the remaining natural character of the wetlands within the subject site, and enhance water quality therein.  There is an opportunity to protect the habitat of Clutha flathead galaxias in Pongs Creek.  The objective is achieved.
Policies 1.1 – 1.20	[Various policies that are relevant but their subject matter is not materially different from the objective above]	To the extent that the policies are relevant, they are addressed broadly in the assessment of the parent objective, above.  The policies are achieved.
Objective 2 – Air quality	Maintenance and improvement of air quality.	The proposal will have no significant impact on air quality – air quality will be maintained. Any fires permitted within the dwellings will be compliant under the Building Act and Otago Regional Council Plan Air.  The objective is achieved.
Policy 2.1	To ensure that land uses in both rural and urban areas are undertaken in a way which does not cause noxious, dangerous, offensive or objectionable emissions to air.	The proposal will not cause noxious, dangerous, offensive or objectionable emissions. Any fires permitted within the dwellings will be compliant under the Building Act and Otago Regional Council Plan Air. Any air quality issues will be managed under the relevant regional rules.  The policy is achieved.
101 1 11		The policy is achieved.
4.2 Landscape and Visi		
Objective	Subdivision, use and development being undertaken in the District in a manner which avoids, remedies or mitigates adverse effects on landscape and visual amenity values.	The proposal avoids and mitigates adverse effects on landscape and visual amenity values, as addressed in the landscape assessment (Attachment D) and as further addressed in the policies below.  The objective is achieved.
Policy 1 – Future Development	<ul> <li>(a) To avoid, remedy or mitigate the adverse effects of development and/or subdivision in those areas of the District where the landscape and visual amenity values are vulnerable to degradation.</li> <li>(b) To encourage development and/or subdivision to occur in those areas of the District with greater potential to absorb change without detraction from landscape and visual amenity values.</li> <li>(c) To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible.</li> </ul>	The site is vulnerable to degradation in that any subdivision and development that is insensitive to the landscape values of the site and the wider environment could have adverse effects. However, the careful location and design of the subdivision and development, within the part of the site that has greater potential to absorb change, avoid and mitigate any potential adverse effects and without detraction from those values, particularly when viewed from nearby roads.  The development harmonises with the local topography in that there will be no significant effects on the significant landforms within the site, when viewed

	(d)	from outside the site, and ecological
	(u)	values will be improved.
		The policy is achieved.
Policy 2 – Outstanding Natural Landscapes (District Wide/Greater Wakatipu)	(a) To maintain the openness of those outstanding natural landscapes and features which have an open character at present.	The proposal avoids or mitigates the adverse effects on the landscape. This is achieved in part by the planting and landscaping proposed.
	(b) To avoid subdivision and development in those parts of the outstanding natural landscapes with little or no capacity to absorb change.	No linear tree planting along the road boundaries is proposed.  The policy is therefore achieved.
	(c) To allow limited subdivision and development in those areas with higher potential to absorb change.	
	(d) To recognise and provide for the importance of protecting the naturalness and enhancing amenity values of views from public roads	
Policy 6 – Urban Development	(a) To discourage urban subdivision and development in the other outstanding natural landscapes (and features) and in the visual amenity landscapes of the district.	The policy discourages urban development in the ONL areas, and this discouragement is implemented by the various succeeding policies. The development does not contain any urban
	(b) To avoid remedy and mitigate the adverse effects of urban subdivision and development where it does occur in the other outstanding natural landscapes of the district by:	development but provides for rural living, and the development is consistent with and achieves these policies, as discussed below.  Any perceived adverse effects of the
	<ul> <li>Maintaining the open character of those outstanding natural landscapes which are open at the date this plan becomes operative;</li> </ul>	development within the ONL are mind because the subdivision does not spray along the roads; development deliberately set well back, and has lovisibility from, the surrounding publications.
	<ul> <li>Ensuring that the subdivision and development does not sprawl along road.</li> </ul>	roads. The policy is achieved.
	(c) To avoid remedy and mitigate the adverse effects of urban subdivision and development in visual amenity landscapes by avoiding sprawling subdivision and development along roads.	
Policy 8 – Avoiding Cumulative	In applying the policies above the Council's policy is:	The proposal involves the creation of 16 new lots for rural living. Development
Degradation	(a) To ensure that the density of subdivision and development does not increase to a point where the benefits of further planting and building are outweighed by the adverse effect on landscape values of over domestication of the landscape.	within the new lots will be difficult to view from a public place and can appropriately blend into the existing environment, the proposed density and development is not outweighed by the adverse effects on landscape values; and consequently will not result in over domestication of the rural landscape.
	(b) To encourage comprehensive and sympathetic development of rural areas	The proposal is a comprehensive and sympathetic development of this part of the rural zone.  The proposal achieves Policy 8.
		The proposal deflicace i olley o.

(a) Outstanding natural landscapes and features and visual amenity landscapes by:  * Encouraging structures which are in harmony with the line and form of the landscape.  * Avoiding, remedying or mitigating any adverse effects of structures on the skyline, ridges and prominent slopes and hilliops:  * Encouraging the colour of buildings and structures to complement the dominant colours in the landscape;  * Encouraging placement of structures in locations of the building platform ensures that development within them when harmony with the landscape;  * Encouraging placement of structures in locations of the will not be on a ridge, prominent slope, hilliop or skylin The proposal achieves Policy 9.  * Promoting the use of local, natural material in construction.  * Policy 17 – Land Use  * Promoting the use of local, natural material in construction.  * Policy 17 – Land Use  * Promoting the use in a manner which minimises adverse effects on the open character and visual coherence of the landscape.  * Promoting the use in a manner which minimises adverse effects on the open character and visual coherence of the landscape.  * Policy 17 – Land Use  * Policy 17 – Land Use  * Policy 18 – Natural Environment and Landscape values  * A 9 Urban Growth  * Objective 1 – Natural Environment and Landscape values  * To ensure new growth occurs in a form which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not adversely affect the life supporting capacity of soils unless the need for this protection of other natural or physical resources or important amenity values.  * Policy 1.2  * To ensure growth does not adversely affect the life supporting capacity of soils unless the need for this protection of other natural or physical resources or important amenity values.  * Policy 1.2  * Provision for residential growth sufficient to meet the District's needs.  * Uniform the proposal provides for growth in rur living demand.  * To the steet that i			
minimises adverse effects on the open character and visual coherence of the landscape.  4.9 Urban Growth  Objective 1 – Natural Environment and Landscape Values  Folicy 1.1  To ensure new growth occurs in a form which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not detract from the values of margins of rivers and lakes.  Policy 1.2  To ensure growth does not adversely affect the life supporting capacity of soils unless the need for this protection of other natural or physical resources or important amenity values.  The opiective 3 - Provision for residential growth and surrounding lendscape is low. This ensures that the development blends into the surrounding natural character of the western platea and surrounding Cardrona area.  that change is low. This ensures that the development blends into the surrounding natural character of the western platea and surrounding Cardrona area.  4.9 Urban Growth  The development will change it environment but will not adversely affect other than in only a minor way, and consistent with maintaining the quality of the natural environment and landscape quality, ecologically significant, or which does not devisual amenity of the area protected by the location and form of the development.  The policy is achieved.  The life supporting capacity of soils a not adversely affected by the proposal for rural living requires spacious rural location, and the need for the development is not outweighed by an need for protection of natural or physical resources.  The policy is achieved.  Objective 3 - Provision for residential growth sufficient to meet the District's needs.	Policy 9 – Structures	<ul> <li>(a) Outstanding natural landscapes and features and visual amenity landscapes by:</li> <li>Encouraging structures which are in harmony with the line and form of the landscape</li> <li>Avoiding, remedying or mitigating any adverse effects of structures on the skyline, ridges and prominent slopes and hilltops;</li> <li>Encouraging the colour of buildings and structures to complement the dominant colours in the landscape;</li> <li>Encouraging placement of structures in locations where they are in harmony with the landscape;</li> <li>Promoting the use of local, natural</li> </ul>	The locations of the building platforms ensures that development within them will be in harmony with the line and form of the landscape, and they will not be on any ridge, prominent slope, hilltop or skyline.
Compactive 1 - Natural Environment and Landscape Values	Policy 17 – Land Use	minimises adverse effects on the open character and visual coherence of the	While the open space values will change, that change is low. This ensures that the development blends into the surrounding natural character of the western plateau, and surrounding Cardrona area.
the maintenance of the quality of the natural environment and landscape values.  To ensure new growth occurs in a form which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not detract from the values of margins of rivers and lakes.  Policy 1.2  To ensure growth occurs in a form which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not detract from the values of margins of rivers and lakes.  Policy 1.2  To ensure growth does not adversely affect the life supporting capacity of soils and their habitat are protected. The wider visual amenity of the area protected by the location and form of the development. The policy is achieved.  The policy 1.2  To ensure growth does not adversely affect other than in only a minor way, and consistent with maintaining the quality the natural environment but will not adversely affect of the ratural environment but will not adversely affect on the roll part in only a minor way, and consistent with maintaining the quality of the natural environment and landscape values.  The objective is achieved.  The policy is achieved.  The life supporting capacity of soils a not adversely affected by the proposal for rural living requires spacious rural location, and the need for the development is not outweighed by an need for protection of natural or physic resources.  The policy is achieved.  Objective 3 - Provision for residential growth sufficient to meet the District's needs.	4.9 Urban Growth		
which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not detract from the values of margins of rivers and lakes.  Policy 1.2  To ensure growth does not adversely affect the life supporting capacity of soils unless the need for this protection is clearly outweighed by the protection of other natural or physical resources or important amenity values.  The policy is achieved.  The policy is achieved.  The proposal for rural living requires spacious rural location, and the need for the development.  The policy is achieved.  The proposal for rural living requires spacious rural location, and the need for the development is not outweighed by an need for protection of natural or physic resources.  The policy is achieved.  The proposal provides for growth in rural to meet the District's needs.	Environment and	the maintenance of the quality of the natural environment and landscape	environment but will not adversely affect it other than in only a minor way, and is consistent with maintaining the quality of, the natural environment and landscape values.
affect the life supporting capacity of soils unless the need for this protection is clearly outweighed by the protection of other natural or physical resources or important amenity values.  The proposal for rural living requires spacious rural location, and the need for the development is not outweighed by an need for protection of natural or physic resources.  The policy is achieved.  The proposal provides for growth in rur living demand. To the extent that the	Policy 1.1	which protects the visual amenity, avoids urbanization of land which is of outstanding landscape quality, ecologically significant, or which does not detract from the values of margins of	wider visual amenity of the area is protected by the location and form of the development.
Residential Growth to meet the District's needs. living demand. To the extent that the	Policy 1.2	affect the life supporting capacity of soils unless the need for this protection is clearly outweighed by the protection of other natural or physical resources or	
proposal.	-	=	The proposal provides for growth in rural living demand. To the extent that the objective is relevant, it is achieved by the proposal.
Policy 3.1 To enable urban consolidation to occur Not relevant. The proposal does n involve urban consolidation.	Policy 3.1		· ·

Policy 3.2	To encourage new urban development, particularly residential and commercial development, in a form, character and scale which provides for higher density living environments and is imaginative in terms of urban design and provides for an integration of different activities, e.g. residential, schools, shopping.	Not relevant. The proposal does not involve urban development.
Policy 3.3	To provide for high density residential development in appropriate areas.	Not relevant. The proposal does not involve urban consolidation.
Policy 3.4	To provide for lower density residential development in appropriate areas and to ensure that controls generally maintain and enhance existing residential character in those areas.	Not relevant. The proposal does not involve urban consolidation.

# 5.1.2 Objectives and Policies – Rural General (Part 5)

Part 5 Provision	Detail of Provision	Assessment
Objective 1 – Character and Landscape Value	To protect the character and landscape value of the rural area by promoting sustainable management of the natural and physical resource and the control of adverse effects caused through inappropriate activities	The character and landscape values of the rural area will be protected by the siting and design of the development, including the large areas of open space and the sensitive design of the buildings, and the design controls. Adverse effects are avoided or mitigated, and, overall, the development is not inappropriate on the site.  The objective is achieved.
Policy 1.1	Consider fully the district wide landscape objectives and policies when considering subdivision, use and development in the Rural General Zone.	The district wide objectives and policies are addressed above. Overall, the proposal is consistent with those provisions.  The policy is achieved.
Policy 1.2	Allow for the establishment of a range of activities, which utilise the soil resource of the rural area in a sustainable manner.	To the extent that this policy is relevant, the rural living proposal requires a rural location. Owners may use the soil resource and the wider rural environment will continue to be used for rural purposes.
Policy 1.3	Ensure land with potential value for rural productive activities is not compromised by the inappropriate location of other developments and buildings.	The land has limited value for primary productive purposes. The subdivision presents the opportunity for rural living lots which need a rural environment, while maintaining ruralness and openness in the wider landscape. The siting and design of buildings is not inappropriate.
Policy 1.4	Ensure activities based on the rural resource of the area occur only where the character of the rural area will not be adversely impacted.	The character of the wider rural area will not be adversely impacted because of the retention of large areas of open space, and the careful siting and design of built development.  The policy is achieved.

Policy 1.6  Policy 1.7	Avoid, remedy or mitigate adverse effects of development on the landscape values of the District.  Preserve the visual coherence of the	As discussed in the Landscape Assessment (Attachment D) the proposal is appropriate in scale, form, and character to its site, representing a threshold for development. Any further development above that threshold may adversely affect the wider landscape values, however the proposal will not. The policy is achieved.  The site has capacity to absorb change,
T Only 1.7	landscape by ensuring all structures are to be located in area with the potential to absorb change.	as discussed in the landscape assessment (Attachment D). Most of the development will not be seen from outside of the site, when viewed from the surrounding roads.  The policy is achieved.
Policy 1.8	Avoid remedy or mitigate the adverse effects of the location of structure and water tanks on skyline, ridges, hills and prominent slopes.	The careful siting of the built development avoids adverse effects of the location of all structures on skylines, ridges, hills and prominent slopes.  The policy is achieved.
Objective 2 – Life Supporting Capacity of Soils	Retention of the life supporting capacity of soils and/or vegetation in the rural area so that they are safeguarded to meet the reasonably foreseeable needs of future generations.	The proposal will not inhibit agricultural land uses, or the adversely affect the rural landscape. The re-introduction of native vegetation will enhance the nature conservation values of the site.  The proposal is consistent with Policy.
Policy 2.1	Avoid, remedy or mitigate adverse effects of subdivision and development on the life-supporting capacity of the soils.	The proposal will not inhibit wider agricultural land uses. The re-introduction of native vegetation will enhance the nature conservation values of the site which will have positive effects on the soils values.  The policy is achieved.
Objective 3 – Rural Amenity	Avoiding, remedying or mitigating adverse effects of activities on rural amenity.	The policy is achieved.  There are spacious setbacks from neighbouring properties (Pringles Creek Road and Gin & Raspberry Lane). The views that are present from these properties will change but the effects of this change are not adverse, given the setbacks, proposed design controls and landscaping. The wider vistas from these properties will not change. There will be no adverse effects in relation to privacy, overlooking or sunlight access.  The visual effects of the earthworks will be mitigated as soon as possible after being undertaken as part of the subdivision works to create the individual lots for the residential accommodation units.  Low level lighting – to not affect night sky amenity.  Any construction noise will be within the permitted parameters.

		The proposal therefore achieves the objective.
Policy 3.1	Recognise permitted activities in rural areas may result in effects such as noise, dust and traffic generation, which will be noticeable to residents in the rural areas.	Any construction noise will be within the permitted parameters.
Policy 3.2	Ensure a wide range of rural land uses and land management practices can be undertaken in the rural areas without increased potential for the loss of rural amenity.	Further to the assessment of the objective above, the proposal will not result in loss of rural amenity as the activity overall will be consistent with the wider character of the rural area around Cardrona.  The policy is achieved.
Policy 3.3	To avoid, remedy or mitigate adverse effects of activities located in rural areas.	The adverse effects have been adequately avoided, and mitigated where necessary, as discussed in detail in Part 3 above.  The policy is achieved.
Policy 3.5	Ensure residential dwelling are setback from property boundaries, so as to avoid or mitigate adverse effects of activities on neighbouring properties.	There are spacious setbacks from neighbouring properties.

## 5.1.3 Objectives and Policies – Transport (Part 14)

Part 14 Provision	Detail of Provisions	Assessment
Objective 2 – Safety and Accessibility	Maintenance and improvement of access, ease and safety of pedestrian and vehicle movement throughout the District.	A new access road will serve the main cluster of residential lots to be created within the site. The proposed road network will be designed and constructed to meet the requirements of the QLDC Land Development and Subdivision Code of Practice, current Austroads Guidance and the QLDC District Plan.
Policy 2.2	To ensure the intensity and nature of activities along particular roads is compatible with road capacity and function, to ensure both vehicle and pedestrian safety.	The proposed road network will be designed and constructed to meet the requirements of the QLDC Land Development and Subdivision Code of Practice, current Austroads Guidance and the QLDC District Plan.
Policy 2.7	To ensure vegetation plantings are sited and/or controlled so as to maintain adequate visibility and clearance at road intersections and property access and to prevent the icing of roads during winter months, except and unless that vegetation is important to the visual amenity of the District or is protected as part of the Heritage Provisions.	The visibility sight distance at each property access shall be based on LTSA (now NZTA) Guide to visibility at driveways (RTS 6). The minimum sight distance to any access is to be equivalent to the Austroads Stopping Sight Distance on the frontage road based on the assessed operating speed of that road.
Objective 3 – Environmental Effects of Transportation	Minimal adverse effects on the surrounding environment as a result of road construction and road traffic.	The effects of the development are assessed in the traffic assessment (Attachment H).

		Additional traffic as a result of the proposed subdivision is unlikely to create or exacerbate safety concerns.  The policy is achieved.
Policy 3.2	To discourage traffic in areas where it would have adverse environmental effects.	The effects of the development are assessed in the traffic assessment (Attachment H). The policy is achieved.
Policy 3.4	To ensure new roads and vehicle access ways are designed to visually complement the surrounding area and to mitigate visual impact on the landscape.	This is addressed in the Landscape Assessment (Attachment D). The policy is achieved.

## 5.1.4 Objectives and Policies – Subdivision and Development (Part 15)

Part 15 Provision	Detail of Provision	Assessment
Objective 1 – Servicing	The provision of necessary services to subdivided lots and developments in anticipation of the likely effects of the land use activities on those lots and within the developments.	The services will be provided to the lots, as described and discussed in the Infrastructure Report (Attachment I).  The policy is achieved.
Policy 1.1	To integrate subdivision roading with the existing road network in an efficient manner, which reflects expected traffic levels and the safe and convenient management of vehicles, cyclists and pedestrians.	The access to the development is efficient, as discussed in the traffic assessment (Attachment H).  The policy is achieved.
Policy 1.2	To ensure safe and efficient vehicular access is provided to all lots created by subdivision and to all developments.	The vehicular access to each lot is safe and efficient. The policy is achieved.
Policy 1.4	To avoid or mitigate any adverse visual and physical effects of subdivision and development roading on the environment.	The roading has been carefully located to avoid adverse visual and physical effects. Much of the roading will not be visible when viewed from the nearby public roads, and does not traverse steep, visible slopes.  The policy is achieved.
Policy 1.5	To ensure water supplies are of a sufficient capacity, including firefighting requirements, and of a potable standard, for the anticipated land uses on each lot or development.	Water supplies for potable domestic and firefighting purposes are available and will be provided for.  The policy is achieved.
Policy 1.6	To ensure that the provision of any necessary additional infrastructure for water supply, stormwater disposal and/or sewage treatment and disposal and the upgrading of existing infrastructure is undertaken and paid for by subdividers and developers in accordance with Council's Long Term Community Plan Development Contributions Policy.	All of the services are provided for, as described and assessed in the infrastructure report (Attachment I). The policy is achieved.

Policy 1.7	To ensure that the design and provision of any necessary infrastructure at the time of subdivision takes into account the requirements of future development on land in the vicinity, with Council being responsible for meeting any additional capacity of infrastructure above that required for the subdivision then being consented to in accordance with Council' Long Term Community Plan Development Contributions Policy.	The development has accounted for this should a future need arise.
Policy 1.8	To encourage the retention of natural open lakes and rivers for stormwater disposal, where safe and practical, and to ensure disposal of stormwater in a manner which maintains or enhances the quality of surface and ground water, and avoids inundation of land within the subdivision or adjoining land.	The stormwater management is addressed in the infrastructure report by Holmes Consulting (Attachment I).
Policy 1.9	To ensure, upon subdivision or development, that anticipated land uses are provided with means of treating and disposing of sewage in a manner which is consistent with maintaining public health and avoids or mitigates adverse effects on the environment.	The development is proposed to be serviced by a wastewater disposal system, as discussed in the Onsite Wastewater Management System – Site Assessment Report by e3s (Attachment J).  The policy is achieved.
Policy 1.10	To ensure, upon subdivision or development, that all new lots or building are provided with connections to a reticulated water supply, stormwater disposal and/or sewage treatment and disposal system, where such systems are available.	The development will be provided with potable water supply, and fire-fighting supply, as discussed in the infrastructure report by Holmes Consulting (Attachment I). The policy is achieved.
Policy 1.11	To ensure adequate provision is made for the supply of reticulated energy, including street lighting, and communication facilities for the anticipated land uses, and the method of reticulation is appropriate to the visual amenity values of the area.	These utilities are discussed in the infrastructure report by Holmes Consulting (Attachment I). They are able to be provided for the development and confirmations have been received from the providers.  The policy is achieved.
Policy 1.12	To ensure the requirements of other relevant agencies are fully integrated into the subdivision/ development process.	The relevant agencies have provided their confirmation of capacities for the development.
Objective 2 – Cost of Services	The costs of the provision of services to and within subdivisions and developments, or the upgrading of services made necessary by that subdivision or development to be met by subdividers.	The servicing costs will be met as necessary by the consent holder. The objective is achieved.
Policy 2.1	To require subdivider and developer to meet the costs of the provision of new services or the extension or upgrading of existing services (including headworks), whether provided before or after the subdivision and/or development, and which are attributable to the effects of the	The servicing costs will be met as necessary by the consent holder.  The policy is achieved.

Objective 4 - Outstanding Natural Features.	subdivision or developments, including where applicable:  O Roading and access;  O Water supply;  O Sewage connection, treatment and disposal;  O Stormwater collection, treatment and disposal;  O Trade waste disposal;  O Provision of energy;  O Provision of telecommunications.  The recognition and protection of outstanding natural features, landscapes and nature conservation values.	The subject matter of this objective has been addressed in detail in Part 3 and in the assessment of the district-wide
Landscape and Nature Conservation Values	and nature conservation values.	objectives and policies for nature conservation values. On the basis of those assessments, the objective is achieved.
Policy 4.1	To take the opportunity to protect outstanding natural landscape and features, nature conservation values and ecosystems through the subdivision process.	The nature conservation values of the site will be protected and enhanced, as described in the ecological report by e3 Scientific (Attachment G).  The policy is achieved.
Policy 4.2	To ensure works associated with land subdivision and development avoid or mitigate the adverse effects on the natural character and qualities of the environment and on areas of significant conservation value.	This subject matter has been addressed in detail in Part 3 and in the assessment of the district wide objectives and policies. On the basis of those assessments, the policy is achieved.
Policy 4.3	To avoid any adverse effects on the landscape and visual amenity values, as a direct result of land subdivision and development.	This subject matter has been addressed in detail in Part 3 and in the assessment of the district wide objectives and policies. On the basis of those assessments, the policy is achieved.
Policy 4.4	To use opportunities through the subdivision/development process to improve the level of protection for the natural character and nature conservation values of the lakes and rivers with reference to section 230 of the Resource Management Act 1991.	The development introduces a Pongs Creek Clutha Flathead Preservation Corridor which will be fenced to protect Pongs Creek from grazing stock, allowing the area to naturally enhance and protect the ecological amenity.
Objective 5 – Amenity Protection	The maintenance or enhancement of the amenities of the built environment through the subdivision and development process.	This objective is of little relevance to the proposal as there is yet no built environment. The built environment to be enabled by the consent will be of high quality and will offer excellent living amenities for residents.
Policy 5.1	To ensure lot sizes and dimensions to provide for the efficient and pleasant functioning of their anticipated land uses, and reflect the levels of open space and density of built development anticipated in each area.	The lot sizes are adequate for their intended uses, and there will be significant areas of open space.  The policy is achieved.

Policy 5.2	To ensure subdivision patterns and the location, size and dimensions of lots in rural areas will not lead to a pattern of land uses, which will adversely affect landscape, visual, cultural and other amenity values.	The development will have at most minor adverse effects on landscape, visual, cultural and amenity values, as discussed in Part 3 above, due to the careful location, form and design of the development.  The policy is achieved.
Policy 5.3	To encourage innovative subdivision design, consistent with the maintenance of amenity values, safe, efficient operation of the subdivision and its services.	The development has been designed innovatively, and collaboratively with the project landscape architect, within the constraints imposed by the landform and the need to avoid adverse effects on landscape values.  The policy is achieved.
Policy 5.4	To encourage the protection of significant trees or areas of vegetation, upon the subdivision of land.	The design takes into account areas of vegetation and waterways and enhances the native ecological values of the site.  The policy is achieved.
Policy 5.5	To minimize the effects of subdivision and development on the safe and efficient functioning of services and roads.	There are no adverse effects on the surrounding roads, as discussed in the traffic assessment (Attachment H).  The policy is achieved.
Policy 5.6	To encourage the identification of archaeological sites and sites of cultural significance.	The protocols for accidental discovery of any archaeological or culturally significant sites will be promoted in the conditions of consent.

### 5.1.5 Objectives and Policies – Earthworks (Part 22)

Part 22 Provision	Detail of Provision	Assessment
Objective 1	Enable earthworks that are part of subdivision, development, or access, provided that they are undertaken in a way that avoids, remedies or mitigates adverse effects on communities and the natural environment.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District", and hence will be undertaken so that any adverse effects on the natural environment are avoided or mitigated.  The objective is achieved.
Policy 1.1	Promote earthworks designed to be sympathetic to natural topography where practicable, and that provide safe and stable building sites and access with suitable gradients.	The earthworks will contour existing land in a manner that is sympathetic to natural typography and the subdivision to create the building sites. The building areas will be safe and stable.  The policy is achieved.
Policy 1.2	Use environmental protection measures to avoid, remedy or mitigate adverse effects of earthworks.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The policy is achieved.
Policy 1.3	Require remedial works and re-vegetation to be implemented in a timely manner.	Rehabilitation, re-grassing and revegetation where required will be

		undertaken as soon as practicable after earthworks.
		The policy is achieved.
Policy 1.4	Avoid, remedy or mitigate the long term adverse effects of unfinished projects.	Not relevant. Any unfinished works will reseed and will not have any adverse effects in the rural environment.
Objective 2	Avoid, remedy or mitigate the adverse effects of earthworks on rural landscapes and visual amenity areas.	The earthworks once completed and regrassed / revegetated will look very similar to the existing topography of the site and will be difficult to discern from beyond the site.  The objective is achieved.
Policy 2.2	Avoid, where practicable, or remedy or mitigate adverse visual effects of earthworks on visually prominent slopes, natural landforms and ridgelines.	The site does not contain visually prominent slopes or ridgelines. The works will not be undertake in the incised gullies and other notable landforms within the site.  The policy is achieved.
Policy 2.3	Ensure cuts and batters are sympathetic to the line and form of the landscape.	The batters and cuts will be sympathetic to the line and form of the landscape.  The policy is achieved.
Policy 2.4	Ensure remedial works and re-vegetation mitigation are effective, taking into account altitude and the alpine environment.	This will be achieved by suitable measures including re-grassing / revegetation as necessary, as part of the subdivision construction.  The policy is achieved.
Objective 3	Ensure earthworks do not adversely affect the stability of land, adjoining sites or exacerbate flooding.	There are no stability issues in relation to adjoining sites or flooding.  The objective is achieved.
Policy 3.1	Ensure earthworks, in particular - cut, fill and retaining, - do not adversely affect the stability of adjoining sites.	There are no stability issues in relation to adjoining sites.  The policy is achieved.
Policy 3.2	Ensure earthworks do not cause or exacerbate flooding, and avoid, remedy or mitigate the adverse effects of dewatering.	There are no flooding issues. The policy is achieved.
Policy 3.3	Avoid the adverse effects of earthworks on steeply sloping sites, where land is prone to erosion or instability, where practicable. Where these effects cannot be avoided, to ensure techniques are adopted that remedy or mitigate the potential to decrease land stability.	Any steeply sloping land is generally avoided, and the works will be undertaken in a manner that minimises potential risks in relation to erosion in stability, in accordance with the Council's guidelines.  The policy is achieved.

#### 5.1.6 Conclusion - Objectives and Policies of the Operative District Plan

Overall, the proposal is consistent with the relevant objectives and policies from Parts 4, 5, 14, 15 and 22 of the Operative District Plan.

# 4.2. Proposed District Plan (Strategic Direction, Landscape and Rural Character, Rural, Transport and Subdivision, and Natural Hazards.)

Stage 1 of the PDP was notified on 26 August 2015. The submissions and further submissions have been heard and decisions were issued on 7 May 2018. The appeal period has closed and there are a number of objectives and policies that have been appealed and will therefore have limited weighting at the time of lodgment of this consent.

Stage 2 of the PDP was notified on 23 November 2017. Submissions and further submissions have been heard. The weight that can be attributed to the Stage 2 provisions is therefore limited.

On the 19 December 2019, the Environment Court released its interim decision on Part 3 and Part 6 of the PDP.

The site is proposed to be zoned Rural (Stage 1 of the review) and the following objectives and policies are relevant.

### 5.2.1 Objectives and Policies - Strategic Direction (Part 3)

Part 3 Provision	Detail of Provisions	Assessment
Objective 3.2.1	The development of a prosperous, resilie (addresses issue 1)	ent and equitable economy in the District,
3.2.1.7	Agricultural land uses are enabled provided those uses are consistent with:  a. the protection of the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes:  b. the maintenance of the landscape character of Rural Character Landscapes and the maintenance or enhancement of their visual amenity values: and c. the maintenance of significant nature conservation values.	The proposal will not inhibit agricultural land uses in the wider area, or the adversely affect the rural landscape. The reintroduction of native vegetation will enhance the nature conservation values of the site.  The proposal is consistent with Policy 3.2.1.7.
3.2.1.8	Diversification of land use in rural areas beyond traditional activities, including farming is enabled provided that:  a. the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes are protected;  b. the landscape character of Rural Character Landscapes is maintained and their visual amenity values are maintained or enhanced; and  c. significant nature conservation values and Ngai Tahu values, interests and customary resources, are maintained.	The proposal will diversify the land uses by providing for rural living in an appropriate location, while maintaining the character of the rural landscape.  The proposal is consistent with Policy 3.2.1.8.
Objective 3.2.4	The distinctive natural environments and ed	cosystems of the District are protected.

Policy 3.2.4.1	Development and land uses that sustain or enhances the life-supporting capacity of air, water, soil and ecosystems, and maintain indigenous biodiversity.	The nature conservation values of the site will be protected and enhanced, as described in the ecological report by e3 Scientific (Attachment G).  The policy is achieved.
Objective 3.2.5	The retention of the District's distinctive lan	dscapes.
3.2.5.x	The District's Outstanding Natural Features and Outstanding Natural Landscapes and their landscape values and landscape capacity are identified.	The ONL landscape in this broader area is transitional in character and the relatively undeveloped rural character that currently exists across this wider plateau above the
3.2.5.xx	Within the Rural Zone, new subdivision, use and development is inappropriate on Outstanding Natural Features or in Outstanding Natural Landscapes unless:	Cardrona Valley Road will change in the immediate future to a more developed landscape that will include the large MCSZ and works to be undertaken on the Ski Field sub zone land.
	a. where the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes are specified in Schedule 21.22, those values are protected; b. where the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes are not specified in Schedule 21.22, the values identified according to SP [x.x.x.y] the	The proposed development overall has low visibility by being nestled into valley forms, and when viewed from near and from distant viewpoints occupies a very small portion of the wider ONL within those view frames. The proposed development will only be discernible within a significantly wider contiguous landscape from limited viewpoints.
	intended new SP on assessment methodology] are protected.	The development will be visually absorbed into the landscape and does not detract from views within the surrounding ONL landscape.
		The objective is achieved.
3.3 – Strategic Police	cies	
3.3.20	Enable continuation of existing farming activities and evolving forma of agricultural land use in rural areas except where those activities conflict with:	The proposal will allow the farming activities at the site to continue uninterrupted as the subject site is not a productive land resource.
	a. protection of the landscape values of Outstanding Natural Features or Outstanding Natural Landscapes;	The proposal is consistent with Policy 3.3.20.
	b. maintenance of the landscape character and maintenance or enhancement of the visual amenity values of Rural Character Landscape; or	
	c. maintenance of significant conservation values or Ngai Tahu values, interests or customary resources.	
3.3.22	Provide for rural living opportunities in areas identified on the District Plan maps as appropriate for rural living developments.	Not relevant in that this policy relates to the locations of the Rural Lifestyle and Rural Residential Zones in the District. Other policies more directly relate to other rural living opportunities, such as Policy 3.3.24.
3.3.24	Ensure that the effects of cumulative subdivision and development for the purposes of Rural Living does not compromise:	While the proposal provides for rural living opportunities, it does not adversely affect or alter the character of the rural environment to the extent that the area is no longer rural in character.

	a. the protection of the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes; b. the maintenance of the landscape character of Rural Character Landscapes; and c. the maintenance or enhancement of the visual amenity values of Rural Character	The proposal is consistent with Policy 3.3.24.
3.3.26	Landscapes.  The subdivision and / or development be designed in accordance with best practice land use management so as to avoid or minimise adverse effects on the water quality of lakes, rivers and wetlands in the District.	The construction phase of the subdivision will be carried out in accordance with an approved construction management plan. This will ensure best practice.  The proposal is consistent with Policy 3.3.26.
3.3.30	Protect the landscape values of Outstanding Natural Features and Outstanding Natural Landscapes.	As previously discussed, the application site has been carefully chosen as it has the ability to absorb change without adversely
3.3.30x	Avoid adverse effects on the landscape values of the District's Outstanding Natural Features and Outstanding Natural Landscapes from residential subdivision. use and development where there is little capacity to absorb change.	impacting the landscape character and visual amenity values.  The proposal is consistent with Policy 3.3.32

## 5.2.2 Objectives and Policies – Landscapes and Rural Character (Part 6)

Part 6 Provisions	Detail of Provision	Assessment	
Managing Activities in Lifestyle Zone.	Managing Activities in the Rural Zone, the Gibbston Character Zone, the Rural Residential Zone and the Rural		
6.3.2.1	Avoid urban development and subdivision to urban densities in the rural zones.	The proposal does not meet the definition of urban development.  The proposal is consistent with Policy 6.3.4.	
6.3.2.2	Ensure that the location and direction of lights does not cause excessive glare and avoids unnecessary degradation of views of the night sky and of landscape character, including of the sense of remoteness where it is an important part of that character.	Within the proposed design controls, lighting is restricted to down lighting only to preserve the night sky with no street lighting being proposed. Appropriate design controls are volunteered, these include specifics on lighting to ensure the future dwellings do not create excessive light spill that degrades the sense of remoteness in the environment.	
6.3.2.6	Encourage subdivision and development proposals to promote indigenous biodiversity protection and regeneration where the landscape and nature conservation values would be maintained or enhanced, particularly where the subdivision or development constitutes a change in the intensity in the land use or the retirement of productive farm land.	The proposed development represents an opportunity for the introduction of substantial ecological value and will change the existing natural character but does not compromise the existing character of the landscape. The character and landscape values of the rural area will be protected by the siting and design of the development, including the large areas of open space and the sensitive design of the	

		buildings, and the design controls. Adverse
		effects are avoided and mitigated, and, overall, the development is not
		inappropriate on the site.  The main development area, which incorporates Lots 2-15, adopts an indigenous planting and ecological framework planted by the developer. The indigenous planting and the associated fencing to protect this, will enhance existing vegetation within the development area. Pongs Creek is to be fenced and protected by covenant named 'Pongs Creek Clutha Flathead Preservation Corridor'.  The remaining land will continue to be farmed in the manner it is today.
6.3.2.7	Ensure that subdivision and development in the Outstanding Natural Landscapes and Rural Character Landscapes in proximity to an Outstanding Natural Feature or Outstanding Natural Landscape does not compromise the landscape values of that Outstanding Natural Feature or Outstanding Natural Landscape	The proposed development occupies a small area on the southern end of the greater western plateau on rising land that extends to Mt Cardrona and the adjacent ranges. The surrounding ONL has similar attributes to the subject site with shrubland vegetation scattered across hummocky landforms. The development overall has low visibility by being nestled into valley forms, and when viewed from a distance, occupies a small portion of the wider ONL within those view frames. The proposed development will only be discernible within a significantly wider contiguous landscape from limited viewpoints most of which are at a distance.
6.3.2.8	Encourage any landscaping to be ecologically viable and consistent with the established character of the area.	The activity will be consistent with the wider character of the rural area around Cardrona.
Managing Activities in	n Outstanding Natural Landscapes and on Ou	utstanding Natural Features.
6.3.3.1	Recognise that subdivision and development is inappropriate on Outstanding Natural Features and in Outstanding Natural Landscape unless:  a. landscape values are protected; and b. in the case of any subdivision or development, all buildings and other	As stated in the Landscape Assessment (Attachment D) the proposed development will not further adversely affect the landscape quality, character, or visual amenity values of the immediate and wider landscape.  The development is unique and innovative, in its form, design controls and scale of
	structures and all changes to landform or other physical changes to the appearance of the land will be reasonably difficult to see from beyond the boundary of the site in question.	in its form, design controls and scale of proposed planting.  There is substantial existing and proposed (zoned) residential development in the landscape to the immediate north of the site. While this does not negate all potential levels of adverse effect it nevertheless influences and modifies the natural values of the surrounding landscape, enabling the extension of well-considered built form to be undertaken without decreasing landscape values.  The development will be reasonably difficult to see. From the principle

		viewpoints, being the Cardona Valley Road and the Cardrona Village, viewers will be largely unaware of its existence. From The Roaring Meg Track the development will be visible however the effects will be low as discussed in the landscape report, due largely to the context of that view and the visibility of existing and consented (zoned) development.
6.3.3.2	Ensure that the protection of Outstanding Natural Features and Outstanding Natural Landscapes includes recognition of any values relating to cultural and historic elements, geological features and matters of cultural and spiritual value to tangata whenua, including topuni and wahi topuna.	Two historic water races pass through the site, The Cardrona Company Race, and Littles Water Race. These are significantly damaged due to pastoral activity. There are eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone' with the proposed communal disposal field being designed with respect to these features in order to maintain their integrity. The proposed development does not impact these historic races in an adverse way.  There are no areas throughout the subject site that hold cultural and spiritual values for tangata whenua.
6.3.3.3	For working farms within Outstanding Natural Features and Outstanding Natural Landscapes:  a. recognise that viable farming involves activities that may modify the landscape; and  b. enable those activities in a way that is consistent with protecting the values of Outstanding Natural Features and Outstanding Natural Landscapes.	The proposal will enable farming activities to continue. The remaining land will continue to be farmed in the manner it is today.
6.3.3.5	Maintain the open landscape character of ONF's and ONL's where it is open at present.	Overall, while the open space values will change, that change is low. This ensures that the development blends into the surrounding natural character of the western plateau, and surrounding Cardrona area.

## 5.2.3 Objectives and Policies – Rural (Part 21)

Part 21 Provision	Detail of Provision	Assessment
Objective 21.2.1		and established activities, are enables while g landscape, ecosystem services, nature
Policy 21.2.1.1	Enable farming activities while protecting, maintaining and enhancing the values of indigenous biodiversity, ecosystem services, recreational	continue in the wider area.

	values, the landscape and surface of lanes and rivers and their margins.	
Policy 21.2.1.3	Require buildings to be set back a minimum distance from internal boundaries and road boundaries in order to mitigate potential adverse effects on landscape character, visual amenity, outlook from neighbouring properties and to avoid adverse effects on established and anticipated activities.	The proposed building platforms meet internal and road boundary setbacks, therefore do not adversely affect (other than in a minor way) the landscape character, visual amenity and outlook from neighbouring properties or Curtis Road.  The proposal is consistent with Policy 21.2.1.3.
Policy 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.	Design controls are proposed to restrict light spill.  The proposal is consistent with Policy 21.2.1.5.
Policy 21.2.1.6	Avoid cumulative impacts on ecosystem services and nature conservation values.	The proposal includes positive effects on the ecosystem and nature conservation values of the site.  The proposal is consistent with Policy 21.2.1.5.
Policy 21.2.1.7	Have regard to the spiritual beliefs, cultural traditions and practices on Tangata whenua	The site is not of cultural significance.
Policy 21.2.1.8	Have regard to fire risk from vegetation and the potential risk to people and buildings, when assessing subdivision and development in the Rural Zone.	Fire risk is not a concern of the subject site. There is not existing vegetation that poses any fire risk.
Policy 21.2.1.9	Provide adequate firefighting water and fire service vehicle access to ensure an efficient and effective emergency response.	Adequate firefighting water and fire service vehicle access has been provided for.  The proposal is consistent with Policy 21.2.1.8.
Objective 21.2.2	The life supporting capacity of soils is sustained.	
Policy 21.2.2.1	Allow for the establishment of a range of activities that ultilise the soil resource in a sustainable manner.	The proposal introduces rural living opportunities within a land holding that is lightly grazed throughout the year. The rural living lots require a rural location for people seeking a non-urban lifestyle.  The proposal is consistent with Policy 21.2.2.1.
Policy 21.2.2.2	Maintain the productive potential and soil resource of Rural Zone lands and encourage land management practices and activities that benefit soil and vegetation cover.	The land has little productive potential but the farming activities will continue in the wider area. The indigenous revegetation will benefit the soils resources of the site which is a positive effect of the proposal.  The proposal is consistent with Policy 21.2.2.1.
Policy 21.2.2.3	Protect the soil resource by controlling activities including earthworks, indigenous vegetation clearance and prohibit the planting and establishment of identified wilding exotic trees with the potential to spread and naturalise.	As discussed above the earthworks will not adversely affect the soil resources, and the indigenous revegetation will benefit the soils resources of the site which is a positive effect of the proposal.  The proposal is consistent with Policy 21.2.2.3.

Objective 21.2.3	The life supporting capacity of water is said of the effects of activities.	feguarded through the integrated management
Policy 21.2.3.1	In conjunction with the Otago Regional Council, regional plans and strategies:  a. Encourage activities that use water efficiently, thereby conserving water quality and quantity;  b. Discourage activities that adversely affect the potable quality and life supporting capacity of water and associated ecosystems.	The proposal has been carefully designed to maintain or improve water quality and will not adversely affect the potable quality and life supporting capacity of waterways and associated ecosystems.  The proposal is consistent with Policy 21.2.3.1.
Objective 21.2.4	Situations where sensitive activities confi	flict with existing and anticipated activities are compatible land uses
Policy 21.2.4.1	New activities must recognise that permitted and established activities in the Rural Zone may result in effects such as odour, noise, dust and traffic generation that are reasonably expected to occur and will be noticeable to residents and visitor in rural areas.	Given the proposal is for rural living opportunities, it is expected the established farming activities are acknowledged. However, given the subject site and surrounding land is relatively unproductive, it will not be intensively farmed, and therefore any potential effects including any reverse sensitivity effects will be minimal and not adverse.  The proposal achieves the policy.
Policy 21.2.4.2	Control the location and type of non- farming activities in the Rural Zone, so as to minimize conflict between permitted and established activities and those that may not be compatible with such activities.	As discussed above, the proposal is consistent with Policy 21.2.4.1.
Objective 21.2.9	Provision for diversification of farming and other rural activities that protect landscape and natural resource values and maintains the character of rural landscapes.	
Policy 21.2.9.1	Encourage revenue producing activities that can support the long-term sustainability of the rural areas of the district and that maintain or enhance landscape values and rural amenity.	The proposal will produce revenue for the applicant in a way that supports the long term sustainability of the rural area in this location through the positive effects as discussed above. Landscape values and rural amenity will, overall, change in a very small part of the rural area but overall in a wider sense will be maintained and enhanced.  The proposal is consistent with Policy 21.2.9.1.
Policy 21.2.9.2	Ensure that revenue producing activities utilize natural and physical resources (including existing buildings) in a way that maintains and enhances landscape quality, character, rural amenity, and natural resources.	The proposal utilises land in a way that will maintain wider landscape quality and rural amenity.  The proposal is consistent with Policy 21.2.9.2.

# 5.2.4 Objectives and Policies – Earthworks (Part 25)

Part 25 Provision	Provision Detail	Assessment

Objective 25.2.1*	Earthworks are undertaken in a manner that minimises adverse effects on the environment, protects people and communities, and maintains landscape and visual amenity values.	
Policy 25.2.1.1	Ensure earthworks minimise erosion, land instability, and sediment generation and off-site discharge during construction activities associated with subdivision and development.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District", and hence will be undertaken so that any adverse effects on the natural environment are avoided or mitigated.  The proposal is consistent with Policy 25.2.1.1.
Policy 25.2.1.2	Manage the adverse effects of earthworks to avoid inappropriate adverse effects and minimise other adverse effects, in a way that:  a. Protects the values of Outstanding Natural Features and Landscapes;  b. Maintains the amenity values of Rural Character Landscapes;  c. Protects the values of Significant Natural Areas and the margins of lakes, rivers and wetlands;  d. Minimises the exposure of aquifers, in particular the Wakatipu Basin, Hawea Basin, Wanaka Basin and Cardrona alluvial ribbon aquifers;  e. Protects Maori cultural values, including wahi tapu and wahi tupuna and other sites of significance to Maori;  f. Protects the values of heritage sites, precincts and landscape overlays from inappropriate subdivision, use and development; and  g. Maintains public access to and along lakes and rivers.	The earthworks will contour existing land in a manner that is sympathetic to the natural typography and the subdivision to create the building sites. The building areas will be safe and stable.  The proposal is consistent with Policy 25.2.1.2.
Policy 25.2.1.3	Avoid, where practicable, or remedy or mitigate adverse visual effects of earthworks on visually prominent slopes, natural landforms and ridgelines.	The earthworks once completed and regrassed / revegetated will look very similar to the existing topography of the site and will be difficult to discern from beyond the site.  The proposal is consistent with Policy 25.2.1.3.
Policy 25.2.1.4	Manage the scale and extent of earthworks to maintain the amenity values and quality of rural and urban areas.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The proposal is consistent with Policy 25.2.1.4.
Policy 25.2.1.5	Design earthworks to recognise the constraints and opportunities of the site and environment.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction

		Management Plan will be a condition of
		consent.  The proposal is consistent with Policy 25.2.1.5.
Policy 25.2.1.7	Encourage limiting the area and volume of earthworks being undertaken on a site at any one time to minimise adverse effects on water bodies and nuisance effects of adverse construction noise, vibration, odour, dust and traffic effects.	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The proposal is consistent with Policy 25.2.1.7.
Policy 25.2.1.8	Undertake processes to avoid adverse effects on cultural heritage, including wahi tapu, wahi tupuna and other taonga, and archaeological sites, or where these cannot be avoided, effects are remedied or mitigated.	Two historic water race passes through the site, The Cardrona Company Race, and Littles Water Race. These are significantly damaged due to pastoral activity. There are eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone' with the proposed communal disposal field being designed with respect to these features in order to maintain their integrity. The proposed development does not impact these historic races in an adverse way.  There are no areas throughout the subject site that hold cultural and spiritual values for tangata whenua.  The proposal is consistent with Policy
Policy 25.2.1.10	Ensure that earthworks that generate traffic movements maintain the safety of roads and accesses, and do not degrade the amenity and quality of surrounding land.	25.2.1.8.  Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The proposal is consistent with Policy
Policy 25.2.1.11	Ensure that earthworks minimise natural hazard risk to people, communities and property, in particular earthworks undertaken to facilitate land development or natural hazard mitigation.	25.2.1.10.  Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The proposal is consistent with Policy 25.2.1.11.
Objective 25.2.2	The social, cultural and economic wellbeing of people and communities benefits from earthworks.	
Policy 25.2.2.1	Enable earthworks that are necessary to provide for people and communities wellbeing, having particular regard to the importance of:  a. Nationally and Regionally Significant Infrastructure;  b. Tourism infrastructure and activities, including the continued	Earthworks will be undertaken in accordance with Council's "A Guide to Earthworks in the Queenstown Lakes District". A Construction Management Plan will be a condition of consent.  The proposal is consistent with Policy 25.2.2.1.

operation, and provision for future sensitive development of recreation and tourism activities within the Ski Area Sub Zone and the vehicle testing facility within the Waiorau Ski Area Sub Zone;
c. Minimising the risk of natural hazards;
d. Enhancing the operational efficiency of farming including maintenance and improvement of track access and fencing* and
e. The use and enjoyment of land for recreation, including public walkways and trails.

# 5.2.5 Objectives and Policies – Subdivision and Development (Part 27)

Part 27 Provision	Provision Detail	Assessment
Objective 27.2.1	Subdivision that will enable quality environments to ensure the District is a desirable place to live, visit, work and play.	
Policy 27.2.1.1	Require subdivision infrastructure to be constructed and designed so that it is fit for purpose, while recognizing opportunities for innovative design.	The proposed infrastructure is fit for purpose as set out in the Infrastructure Report (Attachment I).  The proposal is consistent with Policy 27.2.1.1.
Policy 27.2.1.3	Require that allotments are a suitable size and shape, and are able to be serviced and developed for the anticipated land use under the applicable zone provisions.	The Infrastructure Report confirms the proposed lots can serviced appropriately.  The proposal is consistent with Policy 27.2.1.3.
Policy 27.2.1.5	Recognise that there is an expectation by future landowners that the key effects of and resource required by anticipated land uses will have been resolved through the subdivision approval process.	This policy will be achieved through the resource consent process and 224c.
Objective 27.2.2	Subdivision design achieves benefits community,	for the subdivider, future residents and the
Policy 27.2.2.1	Ensure subdivision design provides a high level of amenity for future residents by aligning road and allotments to maximize sunlight access.	The proposal is a rural subdivision which will allow rural living opportunities without owning a large rural property. The subdivision design provides a significant level of amenity and takes advantage of sunlight access and existing topography.
		Within the proposed design controls, lighting is restricted to down lighting only to preserve the night sky with no street lighting being proposed also. Landscaping / planting will be visually consistent with the indigenous planting framework undertaken by the developer, as such, the landscape section within the design controls dictates what activities and landscaping can occur. This is

		restricted to curtilage areas only to ensure that there is no reduction of visual amenity of the landscape.  The proposal is consistent with Policy 27.2.2.1.
Policy 27.2.2.6	Encourage innovative subdivision design that responds to the local context, climate, landforms and opportunities for views or shelter.	The proposed development is located within existing topography and responds to that topography.  The proposal is consistent with Policy 27.2.2.6.
Objective 27.2.4	Natural features, indigenous biodiversity and enhances within subdivision design.	and heritage values are identified, incorporated
Policy 27.2.4.1	Incorporate existing and planned waterways and vegetation into the design of subdivision, transport corridors and open spaces where that will maintain or enhance biodiversity, riparian and amenity values.	The Pongs Creek Clutha Flathead Corridor will prevents stock from degrading Pongs Creek further, allowing the area to naturally recover and blend into the proposed native framework, restoring native ecologies to the area, and protecting the declining Clutha Flathead Galaxias.
		The Landscape Protection Zone will prevent further subdivision of open land between the residential dwellings located on Gin and Raspberry Lane, and the proposed development, maintaining the openness of rural character to the area.  The proposal is consistent with Policy
		27.2.4.1.
Policy 27.2.4.2	Ensure that subdivision and changes to the use of land that result from subdivision do not reduce the values of heritage features and other protected items scheduled or identified in the District Plan.	Two historic water race passes through the site, The Cardrona Company Race, and Littles Water Race. These are significantly damaged due to pastoral activity. There are eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone' with the proposed communal disposal field being designed with respect to these features in order to maintain their integrity. The proposed development does not impact these historic races in an adverse way.
		There are no areas throughout the subject site that hold cultural and spiritual values for tangata whenua.  The proposal is consistent with Policy 27.2.4.2.
Policy 27.2.4.4	Encourage initiatives to protect and enhance landscape, vegetation and indigenous biodiversity by having regard to:  a. Whether any landscape or vegetation are of a sufficient value that they should be retained and	The proposed planting extends and accentuates the remnant indigenous species that exist on site and includes species that that would have covered the majority of this area prior to pastoralism.  The proposed development also acknowledges the importance of Pongs
	that they should be retained and the proposed means of protection;	acknowledges the importance of Pongs Creek for enhancement opportunities protects. By forming the 'Pongs Creek Clutha

	b. Where a reserve is to be set aside to provide protection to vegetation and landscape features, whether the balue of the land so reserved should be off-set against the development contribution to be paid for open space and recreation purposes.	Flathead Preservation Corridor', undertaking riparian planting and fencing to prevent stock entering the creek margins.  The proposed 'Landscape Protection Zone' will protect future development from occurring in the specified area. This preserves the natural landscape from further development in this area, while the proposed development overall proposes the substantial open pasture surrounding the development area preserving the natural open landscape across the subject site and the wider surrounds.  The proposal is consistent with Policy 27.2.4.4.
Objective 27.2.5	Infrastructure and services are provided	to new subdivisions and developments.
Transport, Access a	nd Roads	
Policy 27.2.5.1	Integrate subdivision roading with the existing road networks in a safe and efficient manner that reflects expected traffic levels and the provision for safe and convenient walking and cycling.  For the purposes of this policy, reference to 'expected traffic levels' refers to those traffic levels anticipated as a result of the zoning of the area in the District Plan.	The subdivision is integrated with the existing road network. The levels of traffic generated from the proposal is not likely to exceed that anticipated by the Rural Zone.  The proposal is consistent with Policy 27.2.5.1.
Policy 27.2.5.2	Ensure safe and efficient pedestrian, cycle and vehicular access is provided to all lots created by subdivision and to all developments.	Each lot will be serviced by individual vehicle accesses, these are to be constructed in accordance with district plan provisions therefore provided safe and efficient access.  The proposal is consistent with Policy 27.2.5.2.
Policy 27.2.5.4	Ensure the physical and visual effects of subdivision and roading are minimized by utilizing existing topographical features.	The access way and individual driveways take advantage of the natural topography and will not result in any visual effects.  The proposal is consistent with Policy 27.2.5.4.
Policy 27.2.5.5	Ensure appropriate design and amenity associated with roading, vehicle access ways, trails and trail connections, walkways and cycle ways are provided for within subdivisions by having regard to:  a) the location, alignment, gradients and pattern of roading, vehicle parking, service lanes, access to lots, trails, walkways and cycle ways, and their safety and efficiency; b) the number, location, provision and gradients of access ways and crossings from roads to lots for vehicles, cycles and pedestrians, and their safety and efficiency;	The right of way and private access ways have been designed in accordance with the QLDC Land Development and Subdivision Code of Practice, current Austroads Guidance and the QLDC District Plan. The design of the roading and access ways is further details within the Transport Assessment (Attachment H).  The proposal is consistent with Policy 27.2.5.5.

	c) the standard of construction and formation of roads, private access ways, vehicle crossings, service lanes, walkways, cycle ways and trails:	
	d) the provision and vesting of corner splays or rounding at road intersections;	
	e) the provision for and standard of street lighting, having particular regard to siting and location, the provision for public safety and the avoidance of upward light spill adversely affecting views of the night sky;	
	f) the provision of appropriate tree planting within roads;	
	g) any requirements for widening, formation or upgrading of existing roads;	
	h) any provisions relating to access for future subdivision on adjoining land;	
	i) the provision and location of public transport routes and bus shelters.	
Water supply, storm	water, wastewater	
Policy 27.2.5.6	All new lots shall be provided with connection to a reticulated water supply, stormwater disposal and/or sewage treatments and disposal system, where such systems are available or should be provided for.	As discussed above, the proposed lots are self-sufficient and reticulated services are not available.
Policy 27.2.5.7	Ensure water supplies are of a sufficient capacity, including firefighting requirements, and of a potable standard, for the anticipated land uses on each lot of development.	Sufficient water supply can be provided for as discussed above and in the Infrastructure Report by Holmes Consulting (Attachment I).  The proposal is consistent with Policy 27.2.5.7.
Policy 27.2.5.9	Encourage initiatives to reduce water demand and water use, such as roof rain water capture and use and greywater recycling.	The stormwater management design is proposed to replicate the pre-development hydrological regime by retaining rainwater via rainwater harvesting, mimicking the retention of stormwater on the surface, discharging to ground via soakage and mimicking natural infiltrating. This is addressed in the Infrastructure Report by Holmes Consulting (Attachment I).  The proposal is consistent with Policy 27.2.5.9.
Policy 27.2.5.10	Ensure appropriate water supply, design and installation by having regard to:  a) the availability, quantity, quality and security of the supply of water to the lots being created;	The proposed water supply system is designed to provide capacity to meet peak demand while maintain minimum pressure and ensuring the appropriate firefighting slows and pressures. Specific provision for static firefighting water supply will be detailed when future lot owners apply for building

	b) water supplies for firefighting purposes;  c) the standard of water supply installed in subdivisions, and the adequacy of existing supply system outside the subdivision;  d) any initiatives proposed to reduce water demand and water use.	consents. The water supply design is detail in further detail in the Infrastructure Report by Holmes Consulting (Attachment I).  The proposal is consistent with Policy 27.2.5.10.
Policy 27.2.5.11	Ensure appropriate storm water design and management by having regard to:  a) any viable alternative designs for stormwater management that minimise run-off and recognises stormwater as a resource through re-use in open space and landscape areas;  b) the capacity of existing and proposed stormwater systems;  c) the method, design and construction of the stormwater collection, reticulation and disposal systems, including connections to public reticulated stormwater systems;  d) the location, scale and construction of stormwater infrastructure;  e) the effectiveness of any methods proposed for the collection, reticulation and disposal of stormwater run- off, including opportunities to maintain and enhance water quality through the control of water-borne contaminants, litter and sediments, and the control of peak flow.	The proposed stormwater design involves water sensitive design principles to mimic the existing hydrology of the area. The design achieves low impact stormwater design though a combination of on-site rainwater harvesting, soakage to ground and above ground dispersal. The stormwater design is detail further in the Infrastructure Report by Holmes Consulting (Attachment I).  The proposal is consistent with Policy 27.2.5.11.
Policy 27.2.5.12	Encourage subdivision design that includes the joint use of stormwater and flood management networks with open spaces and pedestrian/cycling transport corridors and recreational opportunities where these opportunities arise and will maintain the natural character and ecological values of the wetlands and waterways.	The subdivision design includes road swales and maintenance of the existing rural character and hydrology to mimic the natural stormwater runoff and infiltration regimes. These are generally open spaces and provide for maintenance of the natural character and ecology of the site.  The proposal is consistent with Policy 27.2.5.12.
Policy 27.2.5.13	Treat and dispose of sewage in a manner that:  a) maintain public health;  b) avoids adverse effects on the environment in the first instance; and  c) where adverse effects on the environment cannot be reasonably avoided, mitigates those effects to the extent practicable.	The proposed methods of waste water disposal are a combination of on-site treatment and a communal treatment option. These are further detail in the Infrastructure Report by Holmes Consulting (Attachment I) and the Onsite Wastewater Management System – Site Assessment Report by e3s (Attachment J).  The systems are considered appropriate for the proposed development.  The proposal is consistent with Policy 27.2.5.13.

Policy 27.2.5.14	Ensure appropriate sewage treatment and disposal by having regard to:  a) the method of sewage treatment and disposal;  b) the capacity of, and impacts on, the existing reticulated sewage treatment and disposal system;  c) the location, capacity, construction and environmental effects of the proposed sewage treatment and disposal system.	As discussed above, the proposal includes two methods of waste water treatment which have been designed according to the proposal development. They are detailed in the Infrastructure Report by Holmes Consulting (Attachment I) and the Onsite Wastewater Management System – Site Assessment Report by e3s (Attachment J). The proposal is consistent with Policy 27.2.5.14.
Policy 27.2.5.15	Ensure that the design and provision of any necessary infrastructure at the time of subdivision takes into account the requirements of future development on land in the vicinity.	The proposal includes the appropriate infrastructure for the development subject to the application. Any future development within the vicinity would require a resource consent and therefore the provision of infrastructure for future development has not been taking into account. This is deemed appropriate.
Policy 27.2.5.16	Ensure adequate provision is made for the supply and installation of reticulated energy, including street lighting, and communication facilities for the anticipated land uses while:  a) providing flexibility to cater for advances in telecommunication and computer media technology, particularly in remote locations;  b) ensure the method of reticulation is appropriate for the visual amenity and landscape values of the area by generally requiring services are underground, and in the context of rural environments where this may not be practicable, infrastructure is sited in a manner that minimises visual effects on the receiving environment;  c) generally require connections to electricity supply and telecommunications systems to the boundary of the net area of the lot, other than lots for access, roads, utilities and reserves.	The proposed subdivision is self-contained and therefore it is not appropriate to take into account the requirements of future development in the near vicinity. Any further development would require resource consent, therefore infrastructure will be considered at that time.  The proposal is consistent with Policy 27.2.5.16.
Policy 27.2.5.17	Ensure that services, shared access and public access is identified and managed by the appropriate easement provisions.	The right of way and all services will be managed appropriately by easements as identified in the Scheme Plan (Attachment C).
Policy 27.2.5.18	Ensure that easements are of an appropriate size, location and length for the intended use of both the land and easement.	The proposed easements have been designed by C Hughes and Associated Limited and are therefore considered to be of an appropriate design for the proposed use. The proposal is consistent with Policy 27.2.5.17.

### 5.2.6 Objectives and Policies – Natural Hazards (Part 28)

Part 28 Provision	n Provision Detail	Assessment
Objective 28.3.1*	The risk to people and the built environment posed by natural hazards is managed to a level tolerable to the community.	
Policy 28.3.1.2*	Restrict the establishment of activities which significantly increase natural hazard risk, including where they will have an intolerable impact upon the community and built environment.	Geosolve have carried out an investigation (Attachment N) in relation to natural hazards on the site, in particular landslide activity. The proposed development has been designed around the potential hazard in accordance with Geosolve's recommendations.  The proposal is consistent with Policy 28.3.1.2.
Objective 28.3.2*	Development on land subject to natural hazards only occurs where the risks to the community and the built environment are appropriately managed.	
Policy 28.3.2.1*	Avoid significantly increasing natural hazard risk.	The proposal does not give risk to increasing natural hazard risk.
		The proposal is consistent with Policy 28.3.2.1.
Policy 28.3.2.2*	Not preclude subdivision and development of land subject to natural hazards where the proposed activity does not:  a. accelerate or worsen the natural hazard risk to an intolerable level;  b. expose vulnerable activities to intolerable natural hazard risk;  c. create an intolerable risk to human life;  d. increase the natural hazard risk to other properties to an intolerable level;  e. require additional works and costs including remedial works that would be borne by the public.	The proposal does not increase the risk of natural hazard, or create vulnerable lots and building platforms. All development works will be undertaken in accordance with the Geotechnical Report (Attachment N) recommendations to ensure natural hazard risk is avoided.  The proposal is consistent with Policy 28.3.2.2.
Policy 28.3.2.3*	Ensure all proposals to subdivide or develop land that is subject to natural hazard risk provide an assessment that meets the following information requirements, ensuring that the level of detail of the assessment is commensurate with the level of natural hazard risk:  a. the likelihood of the natural hazard event occurring over no less than a 100 year period;  b. the type and scale of the natural hazard and the effects of a natural hazard on the subject land;	As discussed above and within the Geotechnical Report (Attachment N) the proposed site contains an area of inferred landslide activity. As such, the proposal has been designed to take into account the hazard assessment results and recommendations. Further detail is located on page 9 of the Geotechnical Report (Attachment N).  The proposal is consistent with Policy 28.3.2.2.

	<ul> <li>the effects of climate change on the frequency and scale of the natural hazard;</li> </ul>	
	d. the vulnerability of the activity in relation to the natural hazard;	
	e. the potential for the activity to exacerbate the natural hazard risk both within and beyond the subject land;	
	f. the potential for any structures on the subject land to be relocated;	
	g. the location, design and construction of buildings and structure to mitigate the effects of natural hazards, such as the raising of floor levels;	
	h. management techniques that avoid or manage natural hazard risk to a tolerable level, including with respect to ingress and egress of both residential and emergency services during a natural hazard event.	
Policy 28.3.2.4*	Where practicable, promote the use of natural features, buffers and appropriate risk management approached in preference to hard engineering solutions in mitigating natural hazard risk.	The proposal has been designed to fit within and take advantage of the natural environment. These natural features also provide practicable measures in relation to mitigating natural hazard risk, so as land slides and flooding events.
		The proposal is consistent with Policy 28.3.2.4.

# 5.2.7 Objectives and Policies – Transport (Part 29)

Part 29 Provision	Provision Detail	Assessment
Objective 29.2.1	An integrated, safe, and efficient transport network that:  a. provides for all transport modes and the transportation of freight;  b. provide for future growth needs and facilitates continues 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.	The subdivision is integrated with the existing road network. The levels of traffic generated from the proposal is not likely to exceed that anticipated by the Rural Zone.  The proposal is consistent with Objective 29.2.1.

Defective 29.2.2   Parking, loading and onsite menoeuvring that are consistent with the character consistent with the character is cale and intensity, and location of the zone and contributes toward:		T	T
efficiency arising from the location, number, width, and design or vehicle crossings and accesses, particularly in close proximity to intersections and adjoining the State Highway, while not unreasonably preventing development and intensification.  Objective 29.2.3  Roads that facilitate continued growth, are transport and are compatible with the level of amenity anticipated in the adjoining zones.  Policy 29.2.3.1  Establish design standards for roads and accesses, including those in Table 3.2 of the QLDC Land Development and Subdivision Code of Practice (2018), and require adherence to those standards unless it can be demonstrated that the effects of the proposed design on the active and public transport networks, amenity values, urban design, landscape values, and the efficiency of the proposed design on the active and public transport network plan and further roads and active transport network plan and for the range of road users that are expected to use the road, based on its classification;  b. Provides connections to existing and future roads and active transport network; c. Avoids, remedies, or mitigates effects on listed heritage buildings, structures and features, or protected trees and reflects the identity of any adjoining special character areas and historic management areas; d. Avoids, remedies, or mitigates  Bartlett Consulting efficiency of the proposed at that the actival proposed design and the management and actival proposed of the safety and efficiency of the proposal at Attachment H.  The proposal is consistent with Policy 29.2.3.1  Curtis Road is to be extended in a southerly direction through the site and then will continue in a generally westerly direction within the effects of the proposed design on the residual sorts of the QLDC Land Development and Su	Objective 29.2.2	that are consistent with the character, scale and intensity, and location of the zone and contributes toward:  a. Providing a safe and efficient transport network;  b. Compact urban growth;  c. Economic development;  d. Facilitating an increase in walking and cycling and the use of public transport; and  e. Achieving the level of residential amenity and quality of urban design	living parking spaces and manoeuvring areas. Two parking spaces can be provided on each lot. Onsite manoeuvring can be provided for on each lot given the size of these lots.  The proposal is consistent with Objective
Policy 29.2.3.1  Establish design standards for roads and accesses, including those in Table 3.2 of the QLDC Land Development and Subdivision Code of Practice (2018), and require adherence to those standards unless it can be demonstrated that the effects of the proposed design on the active and public transport networks, amenity values, urban design, landscape values, and the efficiency and safety of the roading network are no more than minor.  Policy 29.2.3.3  Ensure new roads are designed, located, and constructed in a manner that:  a. Provides for the needs of all modes of transport in accordance with the Council's active transport network plan and public transport network plan and for the range of road users that are expected to use the road, based on its classification;  b. Provides connections to existing and future roads and active transport network;  c. Avoids, remedies, or mitigates effects on listed heritage buildings, structures and features, or protected trees and reflects the identity of any adjoining special character areas and historic management areas;  d. Avoids, remedies, or mitigates  Curtis Road is to be extended in a southerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction through the site and then will continue in a generally westerly direction with that the effects of the proposed road network will be designed and constructed to meet the requirements of the QLDC Land Development and Subdivision Code of Practice, current Austroads Guidance and the QLDC District Plan. Consent conditions will manage the design of the proposed road network will be designed the design of the proposed road netwo	Policy 29.2.2.11*	efficiency arising from the location, number, width, and design of vehicle crossings and accesses, particularly in close proximity to intersections and adjoining the State Highway, while not unreasonably preventing development	Bartlett Consulting provides an assessment of the safety and efficiency of the proposal at <b>Attachment H</b> .  The proposal is consistent with Policy
accesses, including those in Table 3.2 of the QLDC Land Development and Subdivision Code of Practice (2018), and require adherence to those standards unless it can be demonstrated that the effects of the proposed design on the active and public transport networks, amenity values, urban design, landscape values, and the efficiency and safety of the roading network are no more than minor.  Policy 29.2.3.3  Ensure new roads are designed, located, and constructed in a manner that:  a. Provides for the needs of all modes of transport in accordance with the Council's active transport network plan and public transport network plan and for the range of road users that are expected to use the road, based on its classification;  b. Provides connections to existing and future roads and active transport network;  c. Avoids, remedies, or mitigates effects on listed heritage buildings, structures and features, or protected trees and reflects the identity of any adjoining special character areas and historic management areas;  d. Avoids, remedies, or mitigates	Objective 29.2.3	=	
Policy 29.2.3.3  Ensure new roads are designed, located, and constructed in a manner that:  a. Provides for the needs of all modes of transport in accordance with the Council's active transport network plan and public transport network plan and for the range of road users that are expected to use the road, based on its classification;  b. Provides connections to existing and future roads and active transport network;  c. Avoids, remedies, or mitigates effects on listed heritage buildings, structures and features, or protected trees and reflects the identity of any adjoining special character areas and historic management areas;  d. Avoids, remedies, or mitigates  design of the proposed road network. This includes any minor departures from either the QLDC Land Development and Subdivision Code of Practice and/or the QLDC District Plan. This will include the upgrade of the existing Curtis Road and its intersection with Pringles Creek Road  The proposal is consistent with Policy 29.2.3.3.	Policy 29.2.3.1	accesses, including those in Table 3.2 of the QLDC Land Development and Subdivision Code of Practice (2018), and require adherence to those standards unless it can be demonstrated that the effects of the proposed design on the active and public transport networks, amenity values, urban design, landscape values, and the efficiency and safety of the	direction through the site and then will continue in a generally westerly direction within an existing Right of Way over land owned by Mt Cardrona Station. A new access road will serve the main cluster of residential lots to be created within the site. The proposed road network will be designed and constructed to meet the requirements of the QLDC Land Development and Subdivision Code of Practice, current
adverse enects on Satisfandina i	Policy 29.2.3.3	and constructed in a manner that:  a. Provides for the needs of all modes of transport in accordance with the Council's active transport network plan and public transport network plan and for the range of road users that are expected to use the road, based on its classification;  b. Provides connections to existing and future roads and active transport network;  c. Avoids, remedies, or mitigates effects on listed heritage buildings, structures and features, or protected trees and reflects the identity of any adjoining special character areas and historic management areas;	Plan. Consent conditions will manage the design of the proposed road network. This includes any minor departures from either the QLDC Land Development and Subdivision Code of Practice and/or the QLDC District Plan. This will include the upgrade of the existing Curtis Road and its intersection with Pringles Creek Road  The proposal is consistent with Policy

	Natural Features and on landscape	
	values in other parts of the District; and	
	e. Provide sufficient space and facilities to promote safe walking, cycling, and public transport within the road to the extent that it is relevant given the location and design function of the road.	
Objective 29.2.4	An integrated approach to managing subdivision, land use, and the transport network in a manner that:	The proposed subdivision will have minimal transport effects on the surrounding transport network as discussed in the Transport
	Supports improvements to active and public transport networks;	Assessment. The proposal is consistent with Objective
	b. Promoted an increase in the use of active and public transport networks and shared transport;	29.2.4.
	c. Reduces traffic generation; and	
	d. Manages the effects of the transport network on adjoining land uses and the effects of adjoining land-uses on the transport network.	

# 5.2.8 Conclusion – Objectives and Policies

The proposal is consistent with and achieves the relevant objectives and policies from the Operative and Proposed District Plans.

# 6. Regional Policy Statement / National Policy Statements

The Otago Regional Policy Statement (**RPS**) and the Partially Operative Regional Policy Statement (**PORPS19**) set out the direction for future management and promotion of the sustainable management of the region's natural and physical resource.

While a large portion of provisions are now contained within the PORPS19, the RPS is still operative in regard to Chapter 5 – Land. The relevant objectives in Chapter 5 seek to avoid, remedy or mitigate degradation of Otago's natural and physical resources resulting from activities utilising the land resource, and to protect Otago's outstanding natural features and landscapes from inappropriate subdivision, use and development.

Below is an assessment of the relevant RPS objectives and policies.

Objective 5.4.1 – To promote the sustainable management of Otago's land resources in order:

- a. To maintain and enhance the primary productive capacity and life-supporting capacity of land resource; and
- b. To meet the present and reasonably foreseeable needs of Otago's people and communities.

As previously discussed, the proposed subdivision utilises a small portion of the larger site that is not sustainably productive, therefore the proposed residential use of a portion of it is considered to be a sustainable use of the land, providing for the needs of people and communities with respect to the rural residential living opportunities.

Policy 5.5.3 – To maintain and enhance Otago's land resource through avoiding, remedying or mitigating the adverse effects of activities which have the potential to, among other adverse effects:

- a. Reduce the soil's life-supporting capacity
- b. Reduce healthy vegetative cover
- c. Cause soil loss
- d. Contaminate soils
- e. Reduce soil productivity
- f. Compact soils
- g. Reduce soil moisture holding capacity

The proposed subdivision seeks to avoid and mitigate adverse effects, as the site was carefully chosen and the proposal was designed by Landscape Architects with input from specialist experts in Geotechincal and Ecological fields. The development proposes extensive ecological restoration planting that can provide a positive ecological benefit through providing a food source and cover for native fauna and reintroducing indigenous species that are no long present on the site or within the wider environment. The proposed 'Landscape Protection Zone' maintains the pastoral character of the area of land between proposed dwellings and existing dwellings on Gin and Raspberry Lane. This covenant encompasses an approximate area of 8.6ha and will prevent future subdivision in this zone.

The establishment of the Erosion and Sediment Control Plan details appropriate methods of avoiding or mitigating any adverse effects on the environment that may result from the proposed earthworks.

Below is an assessment of the relevant PORPS (procedural decision 15 March 2019) objectives and policies.

Objective 3.1 – The values (including intrinsic values) of ecosystems and natural resource are recognised and maintained, or enhanced where degraded.

The proposal provides for enhancement of the ecosystems that exists on the site.

Policy 3.2.4 - Managing outstanding natural features, landscapes and seascapes<sup>2</sup>

Protect, enhance or restore outstanding natural features, landscapes and seascapes, by all of the following:

- In the coastal environment, avoiding adverse effects on the outstanding values of the natural feature, landscape or seascapes;
- b) Beyond the coastal environment, maintaining the outstanding values of the natural feature, landscape or seascape;
- c) Avoiding, remedying or mitigation other adverse effects;
- d) Encouraging enhancement of those areas and values that contribute to the significance of the natural feature, landscape or seascape.

<sup>&</sup>lt;sup>2</sup> This policy is from the consent order version of the Decisions Version of the RPS

As discussed throughout the report, the proposal avoids adverse effects on the ONL through the design and proposed landscaping and design controls. The proposal also includes enhancement to the ecosystems on the site, through indigenous vegetation and a landscape protection area.

The proposed development is consistent with the broad policy direction of the RPS and PORPS19.

### 7. Part 2 of the Resource Management Act 1991

The purpose of the Act is to "promote the sustainable management of natural and physical resources". Sustainable management is:

... managing the use, development and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well being and for their health and safety while –

- (a) Sustaining the potential of natural and physical resources ... to meet the reasonably foreseeable needs of future generations; and
- (b) Safeguarding the life-supporting capacity of air, water, soil and ecosystems; and
- (c) Avoiding, remedying, or mitigating any adverse effects of activities on the environment.

The proposal is consistent with this purpose. The proposal allows for rural living which will contribute to satisfying demand for people not wanting to live in a town or other urban settlement area which contributes to social and economic wellbeing. The proposal includes re-introducing a number of native species to the area, this will positively affect the biodiversity in the area. The proposal will have any adverse landscape effects which will be at most minor and will not be seen as out of character with the surrounding environment given it is not highly visible from any public place.

Section 6 of the Act identifies the following matters of national importance that must be recognised and provided for:

- (a) the preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins, and the protection of them from inappropriate subdivision, use, and development:
- (b) the protection of outstanding natural features and landscapes from inappropriate subdivision, use, and development:
- (c) the protection of areas of significant indigenous vegetation and significant habitats of indigenous fauna:
- (d) the maintenance and enhancement of public access to and along the coastal marine area, lakes, and rivers:
- (e) the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, waahi tapu, and other taonga:
- (f) the protection of historic heritage from inappropriate subdivision, use, and development:
- (g) the protection of protected customary rights:
- (h) the management of significant risks from natural hazards.

The proposal is in accordance with Section 6 for the following reasons:

(a) The natural character of Pongs and Pringles Creeks will be maintained or enhanced and the culverts are appropriate for the purpose of the proposed accessway.

- (b) The subdivision and development within the ONL is not inappropriate for the reasons discussed above and within the Landscape Assessment;
- (c) The proposed 'Landscape Protection Zone' will protect future development from occurring in the specified area. This preserves the natural landscape from further development in this area, while the proposed development overall proposes the substantial open pasture surrounding the development area preserving the natural open landscape across the subject site and the wider surrounds;
- (d) The development will require minor clearance of indigenous vegetation for building platforms, associated curtilage and for access ways. The indigenous vegetation clearance is estimated to be less than 1,000 square metres and is permitted under the Operative District Plan;
- (e) The habitat of the Clutha flathead galaxias population in Pongs Creek will be protected through the culvert design and the design of the stormwater and wastewater disposal;
- (f) Consultation with local lwi is underway, with an assessment being carried by Te Ao Marama Inc.to confirm whether the relationship of Maori with their culture and traditions will be compromised as part of this consent;
- (g) The excavation of the drainage system for the dispersal field will be monitored by an archaeologist to determine if any subsurface material might be present and to prevent accidental damage to visible archaeological features;
- (h) The waterway of Pongs Creek is too narrow to qualify as an Esplanade reserve, therefore Section 6(d) is less relevant;
- (i) The other aspects of Section 6 are not relevant to this proposal.

Regard must be had to the following relevant s7 matters:

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

The proposal achieves the relevant s7 matters as the subdivision is an efficient use and development of a natural resource given its comparative unproductivity and general lack of use, and utilising the opportunity for enhancement of natural conservation values to improve the sustainability of the wider area overall. The amenity values of the area will be maintained as the development will not be highly visible from any public place, and potential adverse effects on the amenity values of nearby property owners are mitigated by separation distance, site layout, design controls and landscaping control. Wider amenity landscape values are maintained and enhanced. The reintroduction of native species and vegetation on site will enhance the quality of the environment. Overall the proposal aligns with s7 of the Act.

The new lots will provide for the future owner's social and economic wellbeing, by providing a desirable location for rural living and enhancing their quality of life. The current owners will benefit economically from a small piece of land that has little productivity and the quality of the environment will be improved by the ecological enhancement measure proposed.

Areas that are close to a small centre and the future Mount Cardrona Station development where development can be absorbed with only minor potential adverse effects on landscape values and where nature conservation values can be enhanced are a finite resource.

As such, the proposal will align with Part 2 of the Act.

8. Where the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment which are likely to arise from such use:

Not applicable.

9. Where the activity includes the discharge of any contaminant, a description of ...

In respect of wastewater disposal, these matters are addressed in the Infrastructure Report (**Attachment I**) by Holmes Consulting and Wastewater Report by E3Scientific (**Attachment J**) and in the AEE and objectives and policies above.

10. Where it is likely that an activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or method for undertaking the activity:

The proposal will not result in any significant adverse effects on the environment. No alternative sites have been considered.

11. A description of the mitigation measures (safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual and potential effect:

Earthworks will be undertaken in accordance with good practice and the Council's Earthworks Management Guide.

The location and design of the subdivision, including the landscaping and building design controls proposed, are part of the overall mitigation measures adopted to prevent or reduce any actual or potential effects on the environment, as discussed in this AEE and in the supporting landscape assessment.

12. An identification of those person interested in or affected by the proposal, the consultation undertaken, and any response to the views of those consulted.

The applicant has consulted with the neighbours at Curtis Road, Gin and Raspberry Lane and Mount Cardrona Station. The outcome of consultation will be provided to the Council in due course, however the applicant has volunteered public notification regardless.

13. Where the scale or significance of the activity's effect are such that monitoring is required, a description of how, once the proposal is approved, effects will be monitored and by whom.

No Monitoring is required other than undertaken as part of monitoring of resource consent by the Council.



# **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type

8574798.6 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne



Consent Notice under s221(4)(a) Resource Management Act 1991

Affected Computer Registers

Land District

499605

Otago

499606

Otago

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Michael Wayne Kerr as Territorial Authority Representative on 28/09/2011 08:30 AM

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

Annexure	Schedule:	Page:1	of 5
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IN THE MATTER of Section 221 of the Resource Management Act 1991.	
<u>AND</u>	
IN THE MATTER of resource consent RM 090416 granted by the Queenstown Lakes District Council to subdivide Lot 1 DP 344432	
CONSENT NOTICE	

CLARK FORTUNE MCDONALD & ASSOCIATES REGISTERED PROFESSIONAL SURVEYORS 21 REECE CRESCENT WANAKA

Document Set ID: 6479958 Version: 1, Version Date: 09/04/2020

Annexure Schedule: Page:2 of 5

#### **BACKGROUND**

- A. Mt Cardrona Station Limited has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title CT 182388.
- B. Council has granted consent to the proposed subdivision subject to certain conditions that are required to be complied with on a continuing basis by the owner of the land being those conditions specified in the Operative Part hereof.

#### **OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the title of the following allotments:

- 1. Lot 1 DP 425263
- 2. Lot 2 DP 425263

#### CONDITIONS

- a) At the time a dwelling is erected on l.ot 1 DP 425263, the owner for the time being shall engage a suitably qualified professional as defined in Section 1.4 of NZS4404:2004 to design a stormwater disposal system that is to provide stormwater disposal from all Impervious areas within the site. The proposed stormwater system shall be subject to the review of Council prior to implementation,
- b) At the time a dwelfing is erected on Lot 1 DP 425263, the owner for the time being shall engage a suitably qualified professional as defined in Section 1.4 of NZ\$4404:2004 to design an effluent disposal system in terms of AS/NZ\$ 1547:2000 that will provide sufficient treatment/renovation to effluent from on-site disposal, prior to discharge to land. To maintain high effluent quality such a system would require the following:
  - Specific design by a suitably qualified professional engineer.
  - Regular maintenance in accordance with the recommendations of the system designer and a commitment by the owner of each system to undertake this maintenance.

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- Disposal areas shall be located such that maximum separation (in all instances greater than 50 metres) is obtained from any watercourse or water supply bore.
- c) In the event that the number of persons to be accommodated on Lot 1 DP 425263 is to be greater than 3, then the Queenstown Lakes District Council will require commensurate increases in the water supply to that lot at the rate of 700 litres per extra person per day.
- At the time a dwelling is erected on Lot 1 DP 425263, domestic water and fire fighting storage is to be provided. A minimum of 20,000 litres shall be maintained at all times as a static fire fighting reserve within a 30,000 litre tank. Alternatively, a 7,000 litre fire fighting reserve is to be provided for each dwelling in association with a domestic sprinkler system installed to an approved standard. A fire fighting connection in accordance with Appendix B - SNZ PAS 4509:2008 is to be located no further than 90 metres, but no closer than 6 metres, from any proposed building on the site. Where pressure at the connection point/coupling is less than 100kPa (a suction source - see Appendix B, SNZ PAS 4509:2008 section B2), a 100mm Suction Coupling (Female) complying with NZS 4505, is to be provided. Where pressure at the connection point/coupling is greater than 100kPa (a flooded source see Appendix B, SNZ PAS 4509;2008 section B3), a 70mm Instantaneous Coupling (Female) complying with NZS 4505, is to be provided. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point/coupling. The reserve capacities and flow rates stipulated above are relevant only for single family dwellings. In the event that the proposed dwellings provide for more than single family occupation then the consent holder should consult with the NZFS as larger capacities and flow rates may be

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

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

Underground tanks or tanks that are partially buried (provided the top of the tank is no more than 1 metre above ground) may be accessed by an opening in the top of the tank whereby couplings are not required. A hardstand area adjacent to the tank is required in order to allow a fire service appliance to park on it and access to the hardstand area must be provided as above.

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

The fire fighting water supply tank and/or the sprinkler system shall be installed prior to the occupation of the building.

- e) The owners of Lots 1 & 2 DP 425263 are advised that the Queenstown Lakes District Council's Hazard Register Maps show the property to be located within an area that is susceptible to Seismic Liquefaction, Landslides and Concealed Seismic Faults. It is the individual lot owner's responsibility to undertake specific geatechnical investigations to confirm the existence of these hazards and to what degree (if any) the site and any future buildings would be affected by these hazards. Specific engineering design for building footings may be necessary.
- f) That any future dwelling or building accessory to a dwelling within Lot 1 DP 425263 shall be located entirely within the approved building platform.
- g) Lot 1 shall not be further subdivided.
- h) Prior to any development of Lot 1 DP 425263, a landscape plan and details of species shall be submitted to Queenstown Lakes District Council for approval. The approved landscape plan shall be implemented within the first planting season from construction of a dwelling and shall thereafter be maintained and irrigated in accordance with the plan. If any plant or tree should die or fall to thrive, it shall be replaced in the next available planting season. In this instance, the landscape plan shall be prepared to achieve the following objectives:
  - (i):To maintain as far as possible the open pastoral character of the site;
  - (ii) To partially screen the dwelling from neighbouring properties;
  - (iii) To avoid demarcation of property boundaries with planting;
  - (iv) To maintain the rural character of the Cardrona Valley. This shall be achieved by using tree species characteristic of the rural areas of the Cardrona Valley floor.
- i) An archaeological assessment of this site was carried out by Dr Jlll Hamel in September/October 2000, Her report "Pringles Creek and Pongs Creek subdivision, Cardrona Valley" dated October 2000 identifies a large number of archaeological sites on Lots 10, 11 and 12

DP 304819 and Lot 9 DP324262. The attention of the owners of these properties is drawn to the report and the site it identifies. Under the Historic Places Act 1993 It is an offence to modify, destroy or damage an archaeological site unless the permission of the New Zealand Historic Places Trust had first been obtained. Copies of Dr Hamel's reports are held by Lakes Environmental Limited, Queenslown and by the Dunedin Office of the New Zealand Historic Places Trust.

Dated this

The

day of

August

2010

SIGNED for and on behalf of the QUEENSTOWN LAKES DISTRICT COUNCIL by its

Principal Administrative Officer





# COMPUTER FREEHOLD REGISTER **UNDER LAND TRANSFER ACT 1952**



# Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identificr

528557

Land Registration District Otago

Date Issued

21 November 2011

**Prior References** 

182391

499606

Estate

Fee Simple

Area

28.1696 hectares more or less

Legal Description Lot 1 Deposited Plan 433836 and Lot 6

Deposited Plan 344432

#### **Proprietors**

Charles Layton Roberts, Christine Jennifer Roberts and Jo-Anne Leslie Johns

Subject to Section 59 Land Act 1948 (affects Lot 1 DP 433836 and the part of Lot 6 DP 344432 formerly CTs 2814 and 142657)

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 -20.7.1978 at 9.35 am (affects part formerly CT 142657)

Appurtenant to Lot 1 DP 433836 and the part of Lot 6 DP 344432 formerly CTs 2814 and 142657 is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

5246992.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 11.6.2002 at 9:11 am (affects part of Lot 6 DP 344432 formerly CT 19124)

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects Lot 6 DP 344432 and part of Lot 1 DP 433836 formerly in CT 142657)

Appurtenant to part of Lot 6 DP 344432 formerly CT 19124 are rights to convey & store water, transmit electricity and to pump water specified in Easement Certificate 5246992.9 - 11.6.2002 at 9:11 am

The easements specified in Easement Certificate 5246992.9 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant to Lot 1 DP 433836 and part of Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Subject to a right of way, right to transmit electricity & telecommunications and a right to convey water over part Lot 6 DP 344432 marked Z on DP 344432 created by Easement Instrument 6057313.3 - 28.6.2004 at 9:00 am

Appurtenant to part Lot 6 DP 344432 formerly CT 142657 is a right of way, right to transmit electricity & telecommunications and a right to convey water created by Easement Instrument 6057313.3 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water and transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 are rights to convey, store and pump water and transmit electricity and appurtenant to part of Lot 6 DP 344432 formerly CT 142657 are rights to convey & store water, to convey water & transmit electricity, to convey & pump water, to transmit electricity and to convey water created by Easement

Transaction Id

Guaranteed Search Copy Dated 13/07/16 10:49 am, Page 1 of 13

#### Identifier

#### 528557

Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant to parts formerly CT 142657 is a right of way, right to transmit electricity & telecommunications and right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Subject to a right (in gross) to convey electricity over part Lot 6 DP 344432 marked Z on DP 304819 in favour of Aurora Energy Limited created by Easement Instrument 6378833.1 - 12.4.2005 at 9:00 am

Subject to a right of way over part Lot 6 DP 344432 marked Z DP 344432 created by Easement Instrument 6410003.4 - 6.5.2005 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (Affects Lot 1 DP 433836)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (Affects Lot 1 DP 433836)

Appurtenant to Lot 1 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant to Lot 1 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am (Affects Lot 1 DP 433836)

8503149.1 Variation of Consent Notice 5246992.4 pursuant to Section 221(5) Resource Management Act 1991 - 25.5.2010 at 10:38 am

8574798.2 Surrender of the easements created by Easement Instrument 6057313.3 appurtenant to C'sT 182388 & 182390 - 29.9.2011 at 9:42 am

Subject to a right of way, a right to transmit electricity and telecommunications and a right to convey water over part Lot 6 DP 344432 marked Z on DP 344432 created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

Appurtenant to Lot 1 DP 433836 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (Affects Lot 1 DP 433836)

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm

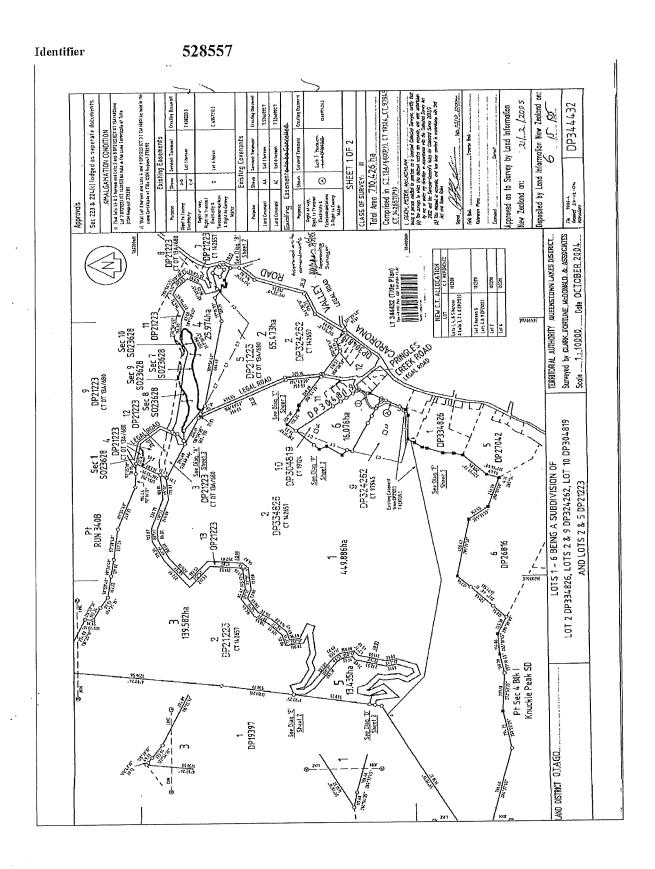
8920006.6 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm (Affects Lot 6 DP 344432)

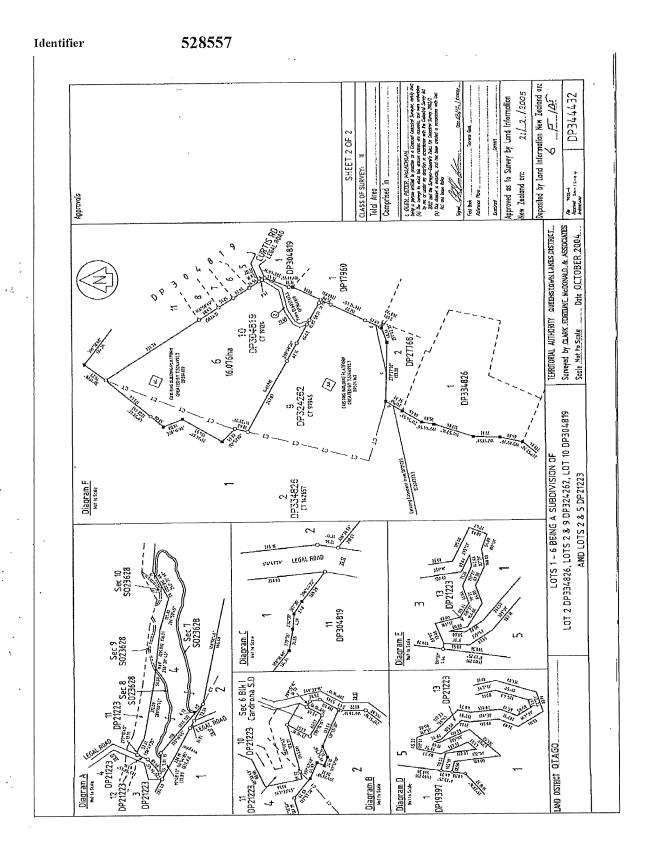
Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 433836)

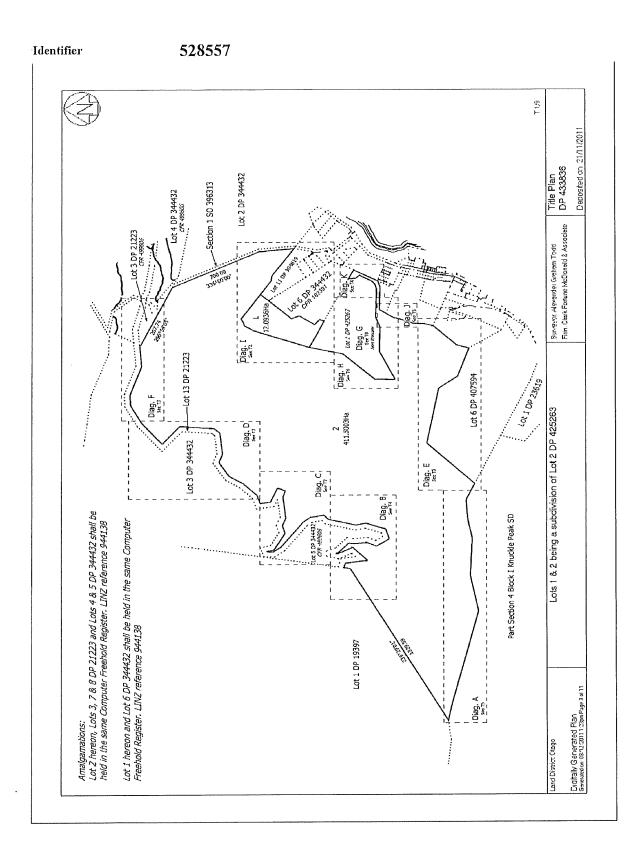
Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm

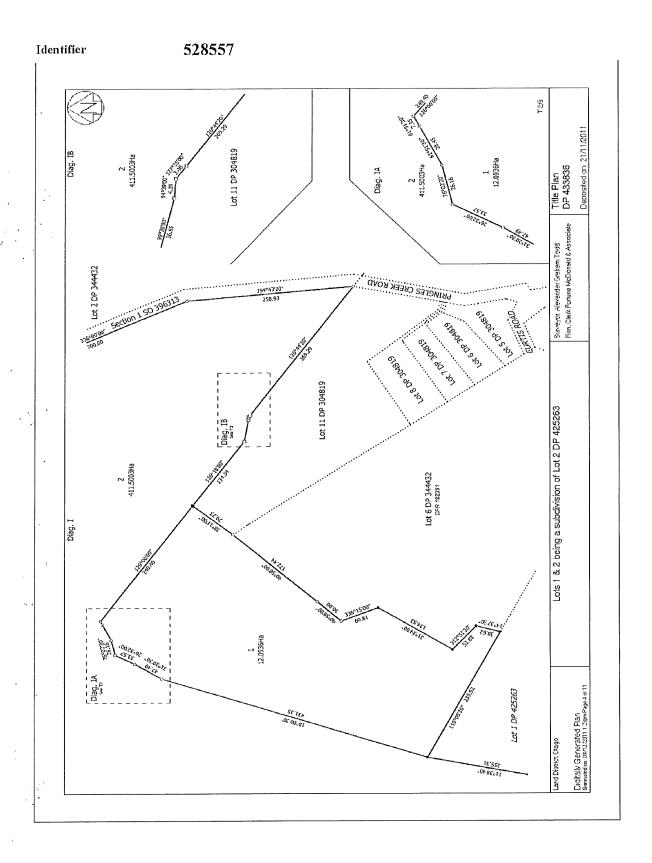
8920006.11 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm

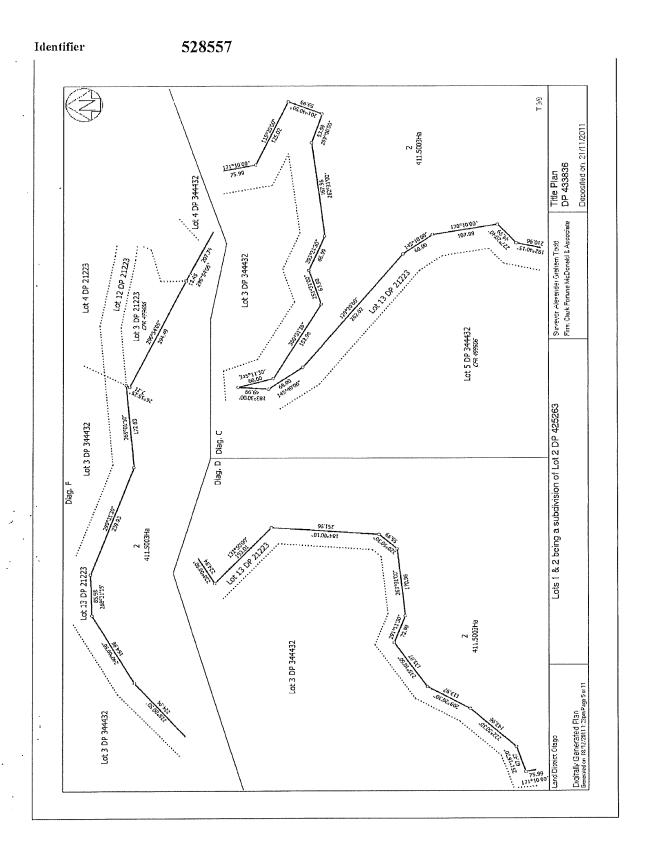
9056743.3 Mortgage to ANZ National Bank Limited - 3.5.2012 at 4:41 pm

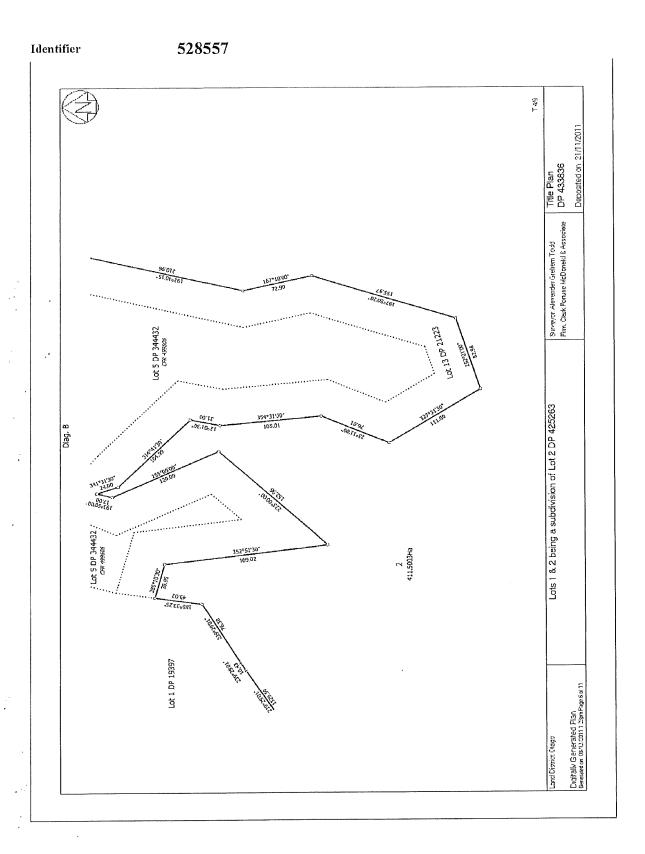


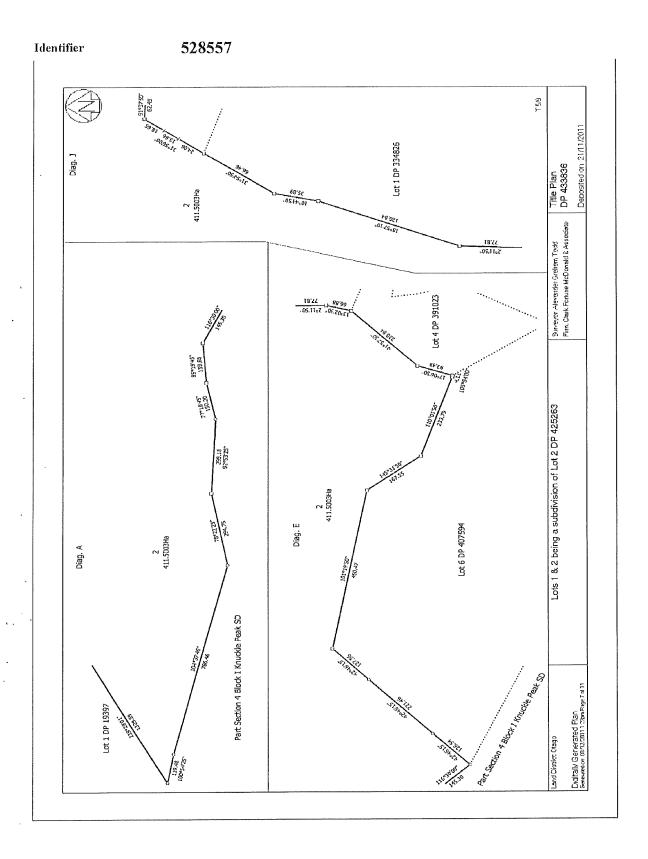


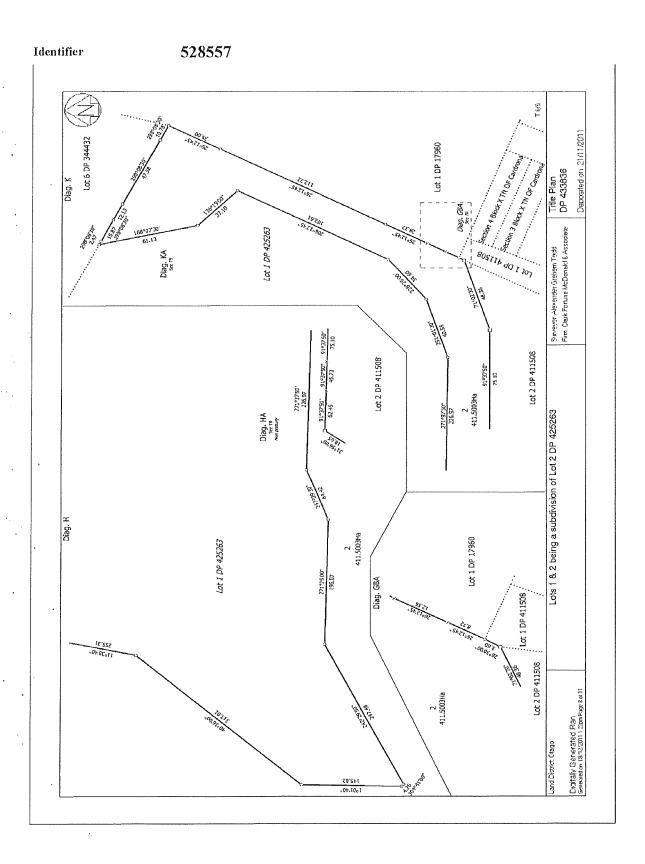






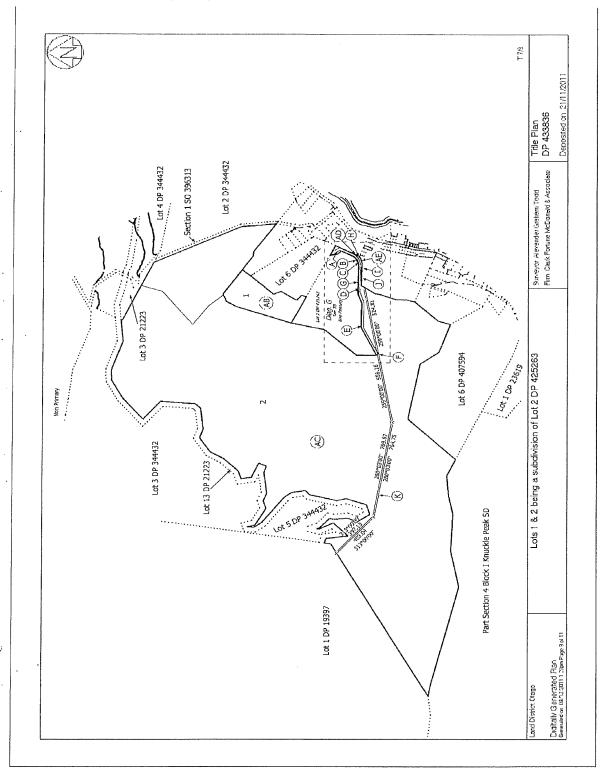


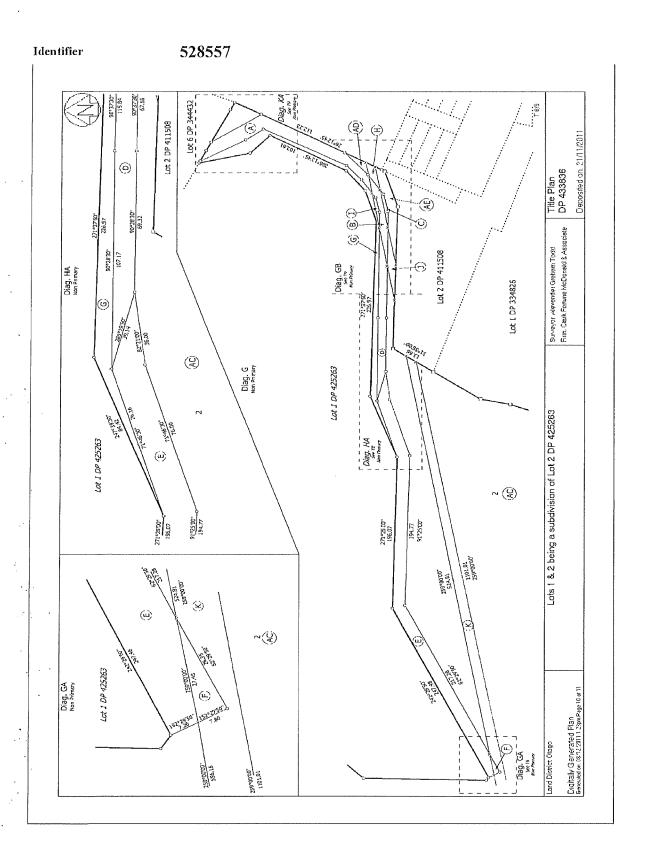


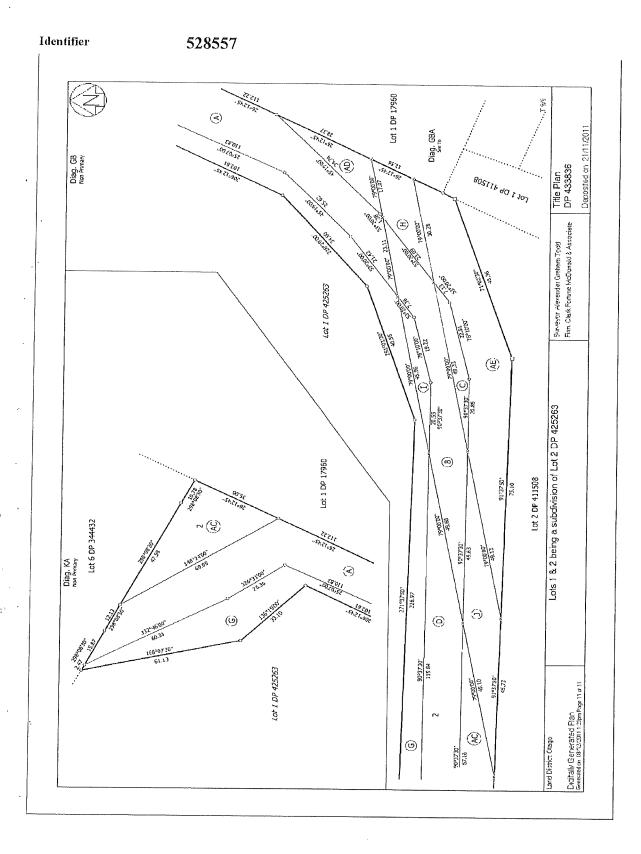




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Approved by the Registrar-General of Land, Wellington, No. 367635.80

# Memorandum of Transfer

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WAIORAU HOLDINGS LIMITED at Ashburton of an estate in fee simple

being registered as proprietor

subject however to such encumbrances, liens and interests as are notified by memorapaka underwritten or endorsed hereon in those pieces of land situated in the Land District of Otago being

器

· containing Firstly: All that parcel of land containing 11.3641 hectares more or less being Sections 48 and 51 Block I Cardrona District and being all the land comprised and described in Certificate of Title Volume 9B Folio 29 J more or less being SUBJECT TO:

H

- The reservations and conditions imposed by Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979  $^\prime$
- Fencing provision 591000 ~

All that parcel of land containing 768.1827 hectares more or less being Lots 1/2/6 and 7 on Deposited Plan 21223 and being Section 40,447, 50 and 5 Secondly: Part Section 41 Block I Cardrona District Part Section/3 Block I and Part Sections 1 and 2 Block II Knuckle Peak District being all the land comprised and described in Certificate of Title Volume 13A Folio 679.

37

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### SUBJECT TO:

- The reservations and conditions imposed by Section 59 of the Land Act 1948.
- Agreement No. 454249 pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941.
- Agreement 500046 pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941.,

Section 308(4) Local Government Act 1974 /

All that parcel of land containing 76.7925 hectares more or less being Lots 3,4,5, 8 and 9 on Deposited Plan 21223 and being Sections 23 and 24 Block II Cardrona District and being all the land comprised and described in Certificate of Title Volume 13A Folio 680./

33

# SUBJECT TO:

Thirdly:

- Section 308(4) Local Government Act 1974. ✓
- The reservations and conditions imposed by Section 59 of the Land Act 1948.,

117

Document Set ID: 6479941 Version: 1, Version Date: 09/04/2020 7. Notwithstanding paragraph 2(c) of the said Ninth Schedule the Transferor accepts that the Transferee shall not be called upon to contribute towards the upkeep and maintenance of the right of way whilst it continues to use the right of way for farming purposes only, to the intent that if the Transferee, successors or occupiers of the Dominant Tenement at any time in the future alter or bring about a change of use of the right of way then a contribution can be sought from the Transferee or its successors by the Transferor save and except that the Transferee shall nevertheless be responsible for maintenance, repair or replacement of the right of way where such maintenance, repair or replacement is required by reason of the wilful act or default of the Transferee or its successors or any persons having the right to use the right of way under the terms of this Transfer in which case maintenance, repair or replacement shall be completed the cost in all respects of the registered proprietors (whoeve: is responsible if there is more than one registered proprietor) for the time being of the whole or any part of the Dominant Tenement:

8. Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of this grant the parties will actively and in good faith regotiate with a view to a speedy resolution of such differences. If notwithstanding the foregoing the parties are unable to resolve such differences within a period of ten business days from the date of any dispute or difference arising then the same shall be settled by reference to an expert to be agreed between the parties. If the parties are unable to agree on the appointment of an expert then such expert shall be appointed by the President for the

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time being of the local District Law Society and the decision of such expert shall be final and binding on the parties. Each party will use its best endeavours and in good faith accept and comply with all such time limits as may reasonably be sought by the other in respect of settling the terms of reference and generally all steps preliminary and incidental to the hearing or determination by any appointed expert.

(2)

AND RESERVING to the Transferor the right privilege and easement at all times hereafter to construct maintain and use in upon along and across part of Lot I on Deposited Plan 21223 being part of the land in Certificate of Title 13A/679 (Otago Registry) a strip 10 metres wide (of which the line marked A B C D on the said Deposited Plan 21223 is the centre line) in a proper manner, poles, wires, pipes, and other necessary apparatus and appliances in connection therewith ("the transmission equipment") and of opening up the soil of that land to such extent as may be necessary and reasonable in the exercise of those rights subject to the condition that as little disturbance as possible is caused to the surface of that land and the surface is restored within a reasonable time thereof as nearly as possible to its original condition and any other damage by reason of the aforesaid operation is repaired, for the purpose of transmitting and delivering electricity to Lot 1 Deposited Plan 19397 being the land described in Certificate of Title 13A/681 (Otago Registry) and forever appurtenant thereto.

Together with the following rights:-

At all times to enter upon the said 10 metre strip for the purpose of constructing, inspecting repairing or altering the transmission equipment; and

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2. To cut away and keep clear of the transmission equipment all trees and other like construction;

PROVIDED THAT nothing herein shall prevent the registered proprietor or proprietors of any land subject to this easement from farming, cultivating or fencing the said ten metre strip.

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#### In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said-

estate and interest in the

said land above described.

12 day of Morel

₩.

The Common Seal of CARDRONA HOLDINGS LIMITED was hereunto affixed in the presence of:-

Director John Thee Secretary Ray Ikel



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Signed by the above named-

THE COMMON SEAL of WAIORAU HOLDINGS LIMITED was hereunto affixed

in the presence of:-

DIRECTOR

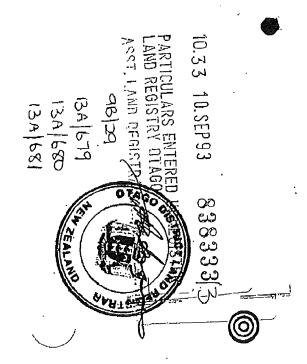
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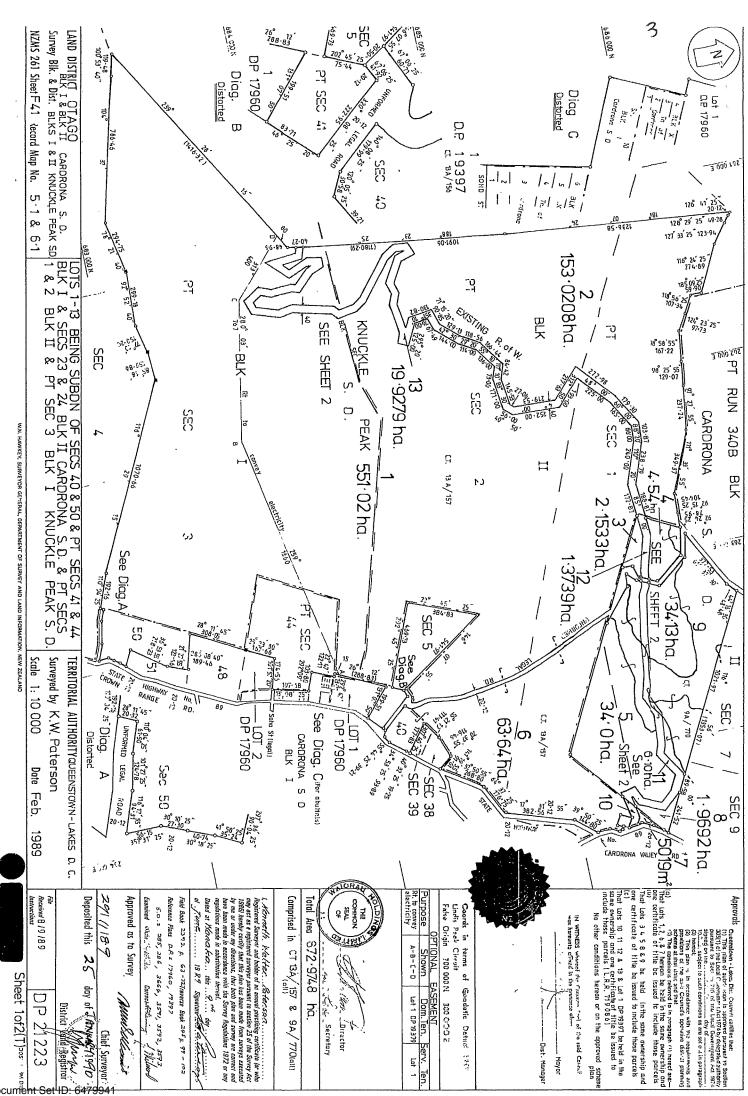


No.	Correct for the purposes of the Land Transfer Act
TRANSFER OF	1 theles
	SOLICITOR FOR THE TRANSFERE
Transferor	I hereby certify that this transaction does not contravent the provisions of Part 11A of the Land Settlemen Promotion and Land Acquisition Act 1952.  SOLICITOR FOR THE TRANSFEREN
Transferee	Thereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable or this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2 of that section do not apply.
	:
Particulars entered in the Register as shown herein on the date and at the time endorsed below,	SOLICITOR FOR THE TRANSFERE
Assistant / District Land Registrar	+ <del>-</del>
of the District of	

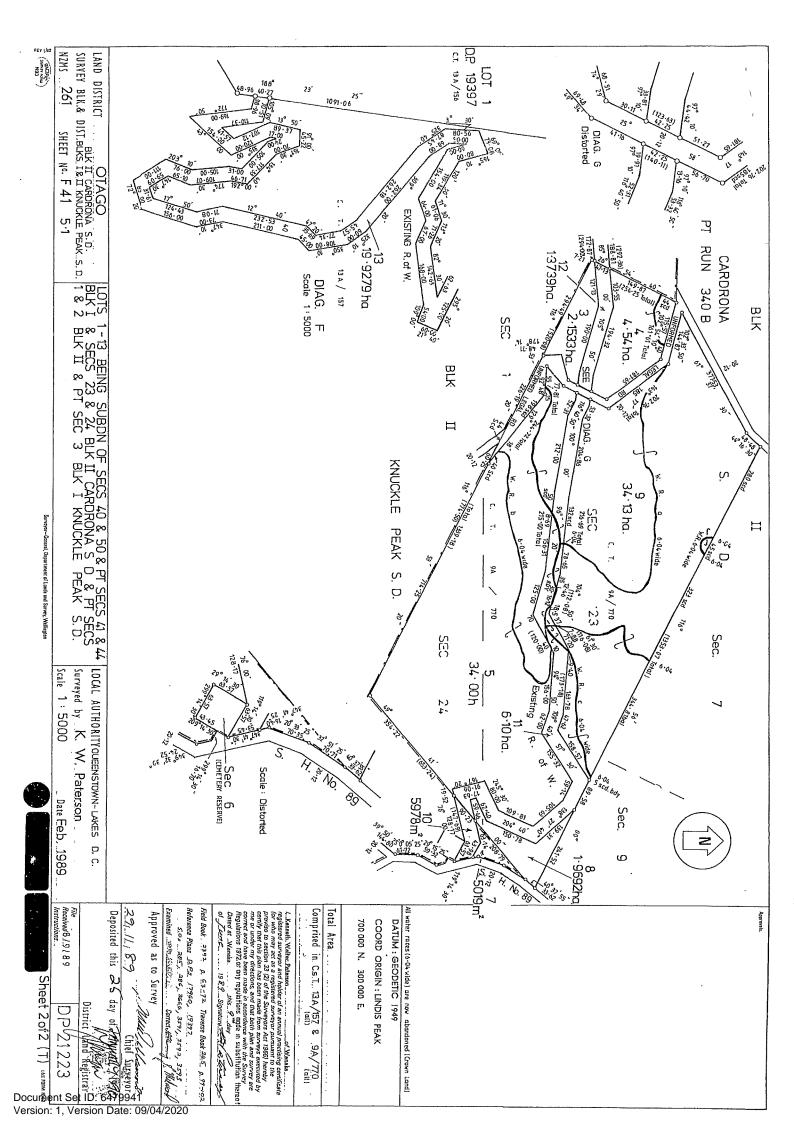
Solicitors for the Transferee

© AUCKLAND DISTRICT LAW SOCIETY 1984





Version: 1, Version Date: 09/04/2020



CONG \$246992.4 CONSENT UNDER 32 CPY-01/01.POS-005.17/AG/02.4051

IN THE MATTER

of Section 221 of the Resource Management Act 1991

AND

CARDRONA HOLDINGS LIMITED ("the Owner")

IN THE MATTER

of an application for Subdivision Consent to subdivide that land described as Lot 1 Deposited Plan 21223 and Section 5, Block I, Cardrona Survey District being all that land contained and described in Certificates of Title OT 2814 and OT 17B/975

# **CONSENT NOTICE**

Correct for the Purposes of the Land Transfer Act 1952

**MACALISTER TODD PHILLIPS BODKINS** 

Solicitors Queenstown PO Box 653, Queenstown Phone (03) 442 8110 Fax (03) 442 8116 DX ZP95001

Jem187jmk

IN THE MATTER

of Section 221 of the Resource Management Act

1991

<u>AND</u>

CARDRONA HOLDINGS LIMITED ("the Owner")

IN THE MATTER

of an application for Subdivision Consent to subdivide the land described as Lot 1 Deposited Plan 300535, Lot 6 Deposited Plan 21223 and Section 5, Block I, Cardrona Survey District being all that land contained and described in Certificates of Title OT 2814 and OT 17B/975.

### **CONSENT NOTICE**

#### **RECITAL**

- A. The Owner is the registered proprietor of all the land contained and described in Certificates of Title OT 2814 and OT 17B/975.
- B. The Owner has made application to the Queenstown-Lakes District Council ("the Council") for resource consent to subdivide the land referred to above, to create 3 allotments for rural lifestyle purposes and 1 balance allotment.
- C. The Council has approved the application pursuant to Sections 104 and 105 of the Resource Management Act 1991 subject to certain conditions which are required to be complied with on a continuing basis by the Owner and subsequent Owners of the land or parts thereof being those conditions specified in the Operative Part hereof.

# **OPERATIVE PART**

- 1. This Consent Notice is to be registered under the Land Transfer Act 1952 over the land in the Certificates of Title in Schedule A hereto.
- 2. The Conditions the subject of this Consent Notice are:
  - 2.1 Prior to the erection of a dwelling, the owner at the time being shall:
    - (a) Provide the Council with details of the design of the on-site treatment system for household sewage to show that the design has been carried out by a suitably qualified person and is in accordance with the provisions of AS/NZS 1547:2000
    - (b) Provide the Council and the owner with a manual outlining the maintenance of the treatment system.

Jem 187jm

- (d) The disposal system design shall include a producer statement and construction review on completion.
- 2.2 Prior to the erection of a dwelling the consent holder shall produce evidence to the Council of an independent supply of water based on the following requirements:
  - (a) A minimum water storage capacity, per lot, of not less than 23,000 litres which should accommodate a minimum static fire fighting reserve of 14,000 litres at any time. In the event that the number of persons to be accommodated on the site is greater than five, the Council will require commensurate increases in the water supply.
  - (b) The water storage tank connection requirements for fire service use shall comply with NZS4505 with regard to the following items; 70mm instantaneous couplings (female); 100mm and 140mm suction coupling (female); hose tail is to be the same diameter as the threaded coupling, eg: 140mm coupling has 140mm hose tail.
  - (c) The water storage tank shall be located in such a position that it shall not be visible from prominent parts of the site. The tank shall also be screened from view from outside the site.
- 2.3 That any future dwelling or building accessory to a dwelling shall be located within the building platform defined on Deposited Plan 304819.
- 2.4 The drinking water supply shall be monitored in compliance with the Drinking Water Standards of New Zealand (1995) for the presence of faecal coliform bacteria and the results forwarded to the Council. The laboratory carrying out the analysis shall be TELARC registered or otherwise approved by the Council.
- 2.5 The lots shall not be further subdivided.
- 2.6 Prior to the erection of a dwelling a landscaping plan and details of species shall be submitted to and approved by the Principal: Resource Management (Civic Corporation Limited prior to any development of the site. The approved landscaping plan shall be implemented within the first planting season of approval, and shall be thereafter maintained and irrigated in accordance with that plan. If any plant or tree should dies or become diseased it shall be replaced.
- 2.7 A archaeological assessment of this site was carried out by Dr Jill Hamel in September/October 2000. His report "Pringles and Pongs Creek Subdivision, Cardrona Valley" dated October 2000 identified a large number of archaeological sites on Lots 10, 11 and 12. The attention of the owners of these properties is drawn to the report and the site it identifies. Under the Historic Places Act 1993 it is an offence to modify, destroy an archaeological site unless the permission of the NZ Historic Places

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Document Set ID: 6479940 Version: 1, Version Date: 09/04/2020 14 WILL

Trust has first been obtained. Copies of Dr Hamel's report are held by Civic Corp Queenstown and by the Dunedin office of the NZ Historic Places Trust.

DATED the

veh

Narch

2002

IN WITNESS WHEREOF these presents have been executed the day and year first before written.

THE COMMON SEAL of the QUEENSTOWN LAKES DISTRICT COUNCIL was hereunto affixed in the presence of:

COMMON SEA

Mayor

Chief Executive Officer

Jm187jm

# 

Lot 10	Deposited Plan 304819 Certificate of Title OT 19124
Lot 11	Deposited Plan 304819 Certificate of Title OT 19125
Lot 12	Deposited Plan 304819 Certificate of Title OT 19126

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### **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8503149.1 Registered 25 May 2010 10:38 Reid, Daphne Mabel



Reid, Daphne Mabel
Variation of Consent Notice Condition under s221(5) Resource
Management Act 1991

Affected Computer Registers Land District

182391

Otago

Annexure Schedule: Contains 2 Pages.

#### Signature

Signed by Kenneth Francis McKenzie as Territorial Authority Representative on 25/05/2010 10:27 AM

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

IN THE MATTER

of Section 221(3) of the Resource Management Act 1991

AND

IN THE MATTER

of a Variation of Consent Notice 5246992.4

CONSENT NOTICE VARIATION

#### BACKGROUND

J ROBERTS has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for a variation of consent notice 5246992.4 registered against Lot 6 DP 344432 contained in Certificate of Tille 182391 (Otago Registry) ('the land').

### VARIATION TO OPERATIVE PART

Condition 2.3 of Consent Notice 5246992.4 registered against Lot 6 Deposited Plan 344432 held in Certificate of Yille 182391 is hereby detected and replaced with the following:

\*2.3 That any future dwelling or building accessory to a dwelling shall be located within the building platform defined on Deposited Plan 304819 apart from those parts of buildings approved to be located partially outside the approved building platform by resource consent RM070002.\*

All other terms of Consent Notice 5246992.4 shall continue to apply.

LRO-361771-123-3-VI LRB

Annexure Schedule: Page:2 of 2

Dated this

20th

day of

17700

2010

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

LRB-364771-121-3-VI-LRB



### EASEMENT CERTIFICATE

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

### -₩we CARDRONA HOLDINGS LIMITED

EC 5246592.9 EASENEMY CERTIFICAT CPY-01/01.PGS-010.17/06/02.08:20

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at OTAGO

day of 2002

under No. 304819

are the easements which it is intended shall be created by the operation of section 90A of the Land

### SCHEDULE DEPOSITED PLAN NO. 304819

	Lot No.(s) or other Legal Description  Servient Tenement  Colour, or Other Means of Identification, of Part Subject to Easement			T
Nature of Easement (e.g., Right of Way, etc.)			Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
Right to Convey and Store Water	Lot 11	«O»	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19123 19124 19126
Right to Convey Water and Transmit Electricity	Lot 11	"Q"	Lots 1 2 3 , 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19124 19126
	Lot 8	"Y" & "GG"	Lots 1 2 3 4 5 6 7 10 12	19116 19117 19118 19119 19120 19121 19122 19124 19126

REF: 4050 /1

### **Continuation of Schedule**

	Servient	Tenement		
Nature of Easement	Lot No	Colour or other means of identification	Dominant Tenement	Title Reference
Right to Convey Water & Pump Water, Right to transmit Electricity	Lot 11	"R"	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 12122 10124 19123 10126 19124 19126
Right to Convey Water	Lot 11	″p″	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19124 19126
	Lot 7	"X" and "CC"	Lots 1 2 3 4 5 6 10 12	19116 19117 19118 19119 19120 19121 19124 19126
	Lot 6	"W" and "T"	Lots 1 2 3 4 5 10 12	19116 19117 19118 19119 19120 19124 19126
	Lot 5	"S", "I" and "G"	Lots 1 2 3 4 12	19116 19117 19118 19119 19126
	Lot 5 Lot 12	"S", "I", "G" and "F" "H" and "N"	Lot 10 Lots 1 2 3 4	19124 19116 19117 19118 19119
	Lot 12	"M"	Lots 3	19118 19119

Right of Way	Lot 6	"A", "T", and "V"	Lots	7	19122
			ľ	8	19123
			1	11	19125
	Lot 7	"B"	Lots	6	19121
				8	19123
				11	19125
	Lot 7	*D* and *EE"	Lots	8	19123
				11	19125
	Lot 8	*C*	Lots	6	19121
		j		7	19122
				11	19125
	Lot 8	"E" and "FF"	Lots	7	19122
				11	19125
Right to Transi	mit Lot 7	"CC", "DD", and "EE"	Lot	11	19125
Electricity	Lot 8	"GG", "BB" and "FF"	Lot	11	19125



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

### 1. Rights and powers:

- 1.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952)
- The Right of Way means the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and other authorised persons and the Grantee's tenants (in common with the Grantor his tenants and any other authorised persons) to pass and repass on foot and with motor and other vehicles laden and unladen machinery and implements of a any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- 1.2 The Right to Convey Water shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Grantee and other authorised persons and his tenants (in common with the Grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto as are set out in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952 and a Deed of Covenant of even date.
- 1.3 The Right to Pump Water shall mean the full free and unrestricted right liberty and privilege for the Grantee and other authorised persons and the Grantee's tenants (in common with the Grantor, his tenants and any other person lawfully entitled to do so) to be supplied with a permanent potable water supply from a water bore drilled on the Servient Land by way of pumping facilities and underground reticulation (hereinafter called the Domestic Water Supply) together with the full free uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting cleansing repairing maintaining and/or renewing the pumping and related facilities but subject to the conditions terms covenants and restrictions contained in this instrument and a Deed of Covenant of even date.
- 1.4 The Right to Transmit Electricity means the full, free uninterrupted and unrestricted right, liberty and privilege for the Grantee his tenants other authorised persons and the Grantee's tenants (in common with the Grantor his tenants and other authorised persons) from time to time and at all times to convey or conduct electricity by means of lines or cables, whether above or below ground, along the stipulated course across the land over which the easement is granted or created together with the other rights and powers as are set out in clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "pipes" and "pipeline" it also refers to "conduits, cables, overhead lines and poles" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.
- 1.5 The Right to Store Water shall mean the full free and unrestricted right liberty and privilege for the Grantee and other authorised persons, and the Grantees tenants (in common with the Grantor, his tenants and any other person lawfully entitled to do so) to store water in the Water Tank situated on the Servient Land, together with the full free uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting cleansing repairing maintaining and/or renewing the Water Tank.

REF: 4050 /2

- 2.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Easement
  Certificate
- 2.1 Each grant shall be for all time.

2.2

- (a) The cost of maintaining and repairing the carriage way formed on the Servient Land over which the foregoing Right of Way is created and of complying with the requirements of any public or local authority having jurisdiction over it, shall be met equally by each of the proprietors using the carriage way being the registered proprietors of the land served by the Right of Way and the registered proprietor of the Dominant Land provided that:
  - (i) No land owner shall be required to contribute to the maintenance and repair of any part of the carriage way not used by that land owner; and
  - (ii) If any such construction, maintenance or repair becomes necessary through the omission, neglect or default by any party, then that party responsible shall meet the cost of such construction, maintenance or repair attributable to that party's omission, neglect or default.
- (b) The implied rights set out in the Ninth Schedule to the Property Law Act 1952 apply except as modified by paragraph (a) of this clause 2.2.
- 2.3 The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits through which the water supply flows, pursuant to the Right to Convey Water specified in this instrument, shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default. Such conditions terms covenants and restrictions relating to the cost of maintaining repairing cleaning or renewing any pipes races or conduits through which the water supply flows pursuant to the Right to Convey Water are further specified in a Deed of Covenant of even date.
- 2.4 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, overhead lines or poles used to convey electricity pursuant to the rights specified in this instrument shall be met as to a fair proportion according to the sections of such pipes, conduits, cables, overhead lines or poles respectively used by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default.
- 2.5 The payment of the cost of maintaining repairing or renewing any part of the Domestic Water Supply shall be made pursuant to the terms of this instrument and a Deed of Covenant of even date.
- 2.6 The payment of the cost of maintaining repairing or renewing the water pump or water tank or any part of them pursuant to the rights specified in this instrument shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance repair or cleaning or renewal becomes necessary through the omission neglect or default of one or more party then the party responsible shall meet the cost of such construction maintenance or repair attributable to that omission neglect or default.
- 2.7 No party shall do any act which impedes, interferes with or restricts the rights of any other party or authorised persons in relation to the easements specified in this instrument.
- 2.8 If a defaulting party neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party, the following provisions shall apply:
  - (a) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating

that, after the expiration of seven days from service of the default notice the other party may perform such obligation.

- (b) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
  - (i) perform such obligation; and
  - (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
- (c) the defaulting party shall be liable to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.
- (d) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.
- 2.9 <u>Alternative Dispute Resolution Process</u>. If any party believes that a dispute between them has arisen regarding the easement rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:
  - (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.
  - (b) If the parties cannot reach agreement on:
    - the dispute resolution process and procedures to be adopted for resolving the dispute; and
    - (ii) the timetable for all steps in that process; and
    - the selection and compensation of the independent person required for such technique they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the president of the Otago District Law Society.
  - (c) The parties shall not use any information or documents obtained through this alternatively dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 2.9.
  - (d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.
- 2.10
- (a) If, following the procedures to resolve any dispute between the parties contained in clause 2.9 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1908 or any enactment in substitution of that Act.
- (b) If the dispute is referred to arbitration under this clause then:
  - (i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

- (ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.
- 2.11 A written notice to be sent pursuant to the terms of this instrument shall be:
  - (a) Delivered to that person; or
  - (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
  - (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

2.12

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.
- 2.13 In this instrument, unless the context otherwise requires:
  - "Dominant Land" means the land described in the Schedule to which the relevant easement is appurtenant.
  - "The Grantee" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easement is appurtenant.
  - "The Grantee and Other Authorised Persons" in relation to each easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement.
  - "The Grantor" in relation to each easement means the registered proprietor for the time being
    of the Servient Land which is subject to the relevant easement.
  - "The Grantor and Other Authorised Persons" in relation to each easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the benefit which is the subject of the relevant easement.
  - "Servient Land" means the land described in the Schedule which is subject to the relevant easement.
  - The following meanings are given to the following words in clause 2.7:
    - \* A reference to the "defaulting party" is a reference to the party of this instrument which neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party.
    - A reference to the "other party" is any party to this instrument other than the defaulting party.
- 2.14 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 2.15 A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

2.16 The Deed of Covenant of even date referred to in clauses 1.2, 1.3, 2.3 and 2.5 shall mean a Deed of Covenant made between the Grantor of the one part and the Grantee of the other part and dated the same date as this instrument a copy of which is attached hereto.



2.	Terms, conditions,	covenants,	or restrictions	in respect	of any of	f the above easen	ents:
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Dated this	3rd	day of	April	2002	
Signed by the a		LIMITED			
by:	Jum	a Educ abeth Lee	K	M. H. Lee	Director
Occupation	<u> የ</u> እምን-አብፋረ .	labeth Lee st Womskin	X giag	M. H. Lee Joh O'Ke	Director

Correct for the purposes of the Land Transfer Act 1952

((Solicitor for) the registered proprietor:

REF: 4050 /3

Approved by Registrar-General of Land under No. 1998/6031EF

# **EASEMENT CERTIFICATE**

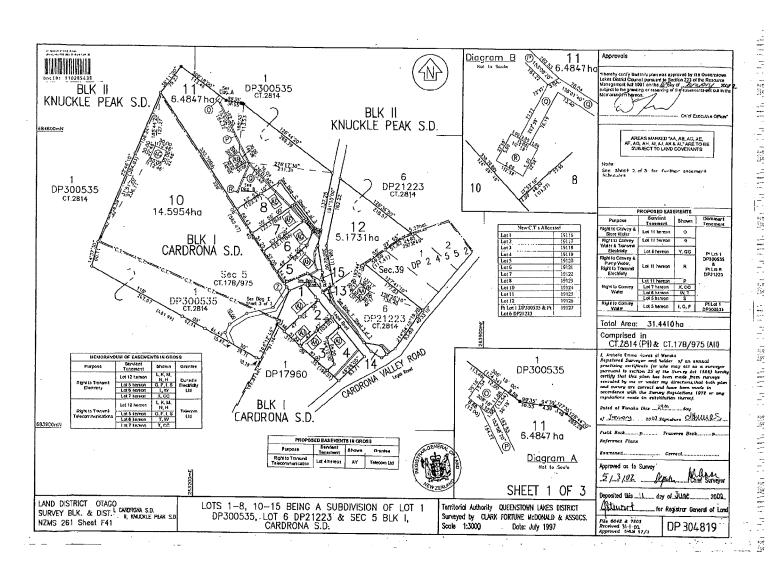
**Land Transfer Act 1952** 

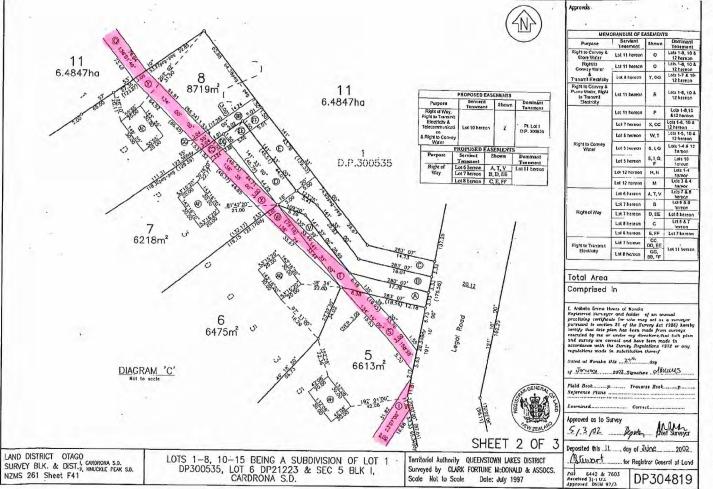


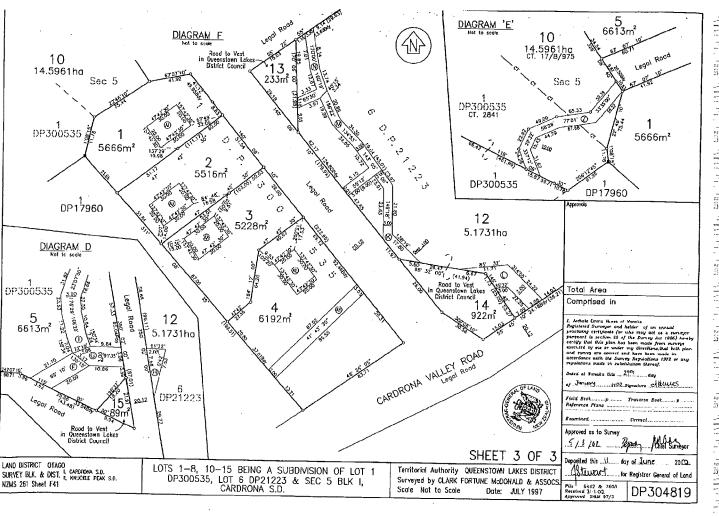
		Law F	irm Ad	eting	
Maca	alister	Tode	) Phil	lips Bo	dkins
				-	

Auckland District Law Society

This page is for Land Registry Office use only. (except for "Law Firm Acting")







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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6057313.1 Easement In:

Approval

Approval

Grantor

Surname(s) must be underlined or in CAPITALS.

CARDRONA HOLDINGS LIMITED

Approval

Building Covenant

Surname(s) must be underlined or in CAPITALS.

CARDRONA HOLDINGS LIMITED

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

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

Attestation

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name
Occupation

Directors

Signature [common seal] of Grantor

Signed in my presence by the Grantee

John Cohle Director M. H. Ree Director

----

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Address

Signature [common seal] of Grantee

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

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



			HOLS O			
Easement instrument	Dated 14 mo	y 2004 F	Page 1 of 1 pages			
Schedule A		(Continue in additional Al	nnexure Schedule if required			
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)			
Right to Convey Water	W, T Deposited Plan 304819	Lot 6 Deposited Plan 304819 CT OT 19121	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127			
Easements or profits à pre rights and powers (includir terms, covenants, and con	ng	Delete phrases in [ ] an number as required. Continue in additional A required.				
Unless otherwise provided prescribed by the Land Tra	below, the rights and pownsfer Regulations 2002 and	ers implied in specific class for the Ninth Schedule of the	ses of easement are those e Property Law Act 1952.			
The implied rights and pow	ers are [varied] [negatived	i] [added to] or [substitute	<b>d</b> ] by:			
[Memorandum number	, register	red under section 155A of th	e Land Transfer Act 1952].			
[the provisions set out in A	nnexure Schedule 2].					
Covenant provisions  Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.						
The provisions applying to the specified covenants are those set out in:						
[Memorandum number , registered under section 155A of the Land Transfer Act 1952]						
[Annexure Schedule 2].						
All signing parties and either their witnesses or solicitors must sign or initial in this box						

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

### Continuation of "Attestation"

BANK OF NEW ZEALAND as mortgagee pursuant to Mortgage registered against Certificate of Title 19121 consents to the within Easement Instrument, but without prejudice to its rights, remedies and powers contained in Mortgage

SIGNED for an on behalf of: BANK OF NEW ZEALAND by its duly appointed attorneys

Leigh Carin Bernard

Richard Marten

Signature of Witness to both signatures
Full name of Witness:

Bank Officer

Occupation of Witness:

\_\_\_\_

Address of Witness:

Auckland

Note: If two directors sign, no witness is necessary. If a director and secretary sign, both signatures are to be witnessed. If the director and secretary are not signing together, a separate witness will be necessary for each signature.



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Leigh Carin Bernard and Richard Marten both of Auckland, Bank Officers, severally certify that:

- 1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- 2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 19th May 2004

Leigh Carln Bernard

SIGNED at Auckland this 19th May 2004

Richard Marten

Q:\Credit Risk Management\Credit Decisions\Deeds Advice\Certificate of Non Revocation Leigh & Richard.rtf

000000#1079 0601 #250.00 FEES \$ GST INCLUSIVE \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$250.00 \$250.00 \$250.00 RE-SUBMISSION & PRIORITY FEE Total for this dealing FOR DEPOSIT ONLY 25/06/2004 8:56 CHEQUE Subtotal (for this page) Cash/Cheque enclosed for OTHER Less Fees paid on Dealing # NEW TITLES ADVERTISING Rejected Dealing Number Priority Barcade/Date Stamp (LINZ use only) Dealing / SUD Number: (LINZ Use only) Plan Number Pre-Allocated or NOTICES MULTI-TITLE FEES Annotations (LINZ use only Traverse Sheets (#) Other (state) Survey Plan (#) Field Notes (#) Calc Sheets (#) Survey Report Title Plan (#) HEREWITH 50.00 50.00 50.00 \$50.00 50.00 DOCUMENT OR SURVEY FEES LODGING FIRM: Macalister Todd Phillips Bodkins Kyle Russell Holdings Ltd / Cardrona Holdings Lt Original Signatures? Roberts - Cardrona Mercer - Carrdona macalistertpbqu 202060.33 - JEM Names of Parties Arnott - Cardrona Hollingsworth -Cardrona P O Box 653 Queenstown SPHJ 8 Type of Instrument Land Information New Zealand Lodgement Form GST Registered Number 17-022-895 冚 Ш 冚 山 Ш Fees Receipt and Tax Involce Landonline User ID: Client Code / Ref: ASSOCIATED FIRM: Uplifting Box Number: LINZ Form P005 CT Ref. 19120 19123 19122 19124 19121 Priority Order ~ 3 4 S 9

Version 1.6: 15 March 2004

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Document Set ID: 6479937 Version: 1, Version Date: 09/04/2020

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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6057313.3 Easement In: et General Land registration district Cpy-01/01,Pgs-004.25/06/04,13:26 OTAGO Grantor Surname(s) must be <u>underlined</u> or in CAPITALS. Charles Layton ROBERTS and Christine Jennifer ROBERTS Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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 Dated this day of SEPTEMBER003 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name ANTRIOUS LUISNICK Occupation BANKER 28 mmu 25 Signature [common seal] of Grantor Address UELBUM, WECLINGSON Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation

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

[Solicitor for] the Grantee

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

Address

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

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



Easement i	nstrument
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Schedule A	۱
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Purpose (nature and	Chau	(Continue in additional .	Annexure Schedule if required.)
profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (identifier/CT or in gross)
Right of Way, Right to Transmit Electricity	Z	Lot 10 DP 304819	
and Telecommunications and Right to Convey Water		CT OT 19124	Part Lot 1 DP 300535 CT OT 19127

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

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

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

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

IREF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

### Approved by Registrar-General of Land under No. 2002/5032

### Annexure Schedule

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

Easement Instrument



Page |

(Continue in additional Annexure Schedule, if required.)

### **CONSENT**

THE NATIONAL BANK OF NEW ZEALAND as Mortgagee of the servient tenement pursuant to Mortgage 5376690.1 HEREBY CONSENTS to the within easements but without prejudice to its rights and remedies under the mortgage.

By its attorney

COMPTESS CLAUDINE SIMONE HAMMOND

SIGNED by the National Bank of New Zealand Limited by its attorney in the presence of:

> PAULA BURKE BANK OFFICER **AUCKLAND**

igned byد The National Bank of New Zealand Ltd.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnes ses or

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

COMPTESS CLAUDINE SIMONE HAMMOND Manager Lending Services of Auckland in New Zealand HEREBY CERTIFY:

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

Auckland	as No.	D.016180	Hokitika	as No.	105145
Blenheim	as No.	186002	Invercargil		105147
Christchurch	as No.	A.256503.1	MACICALBIII	as No.	242542.1
Napier	as No.	644654.1			
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth		
Hamilton	as No.	B.355185		as No.	433509
	11U.	0.003103	Wellington	as No.	B.530013

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

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

DATED at Auckland this day of

0 2 DEC 2003



### COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



# Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier 768581 Land Registration District Otago

**Date Issued** 

23 December 2016

**Prior References** 

561825	561826	561827
561828	561829	561830
561831	561832	680615

Estate

Fee Simple

Area

133.0473 hectares more or less

Legal Description Lot 3, 7-8 Deposited Plan 21223 and Lot

1-8, 10-12 Deposited Plan 446161 and Section 6, 8-9 Survey Office Plan 459975

#### **Proprietors**

Mt Cardrona Station Limited

### **Interests**

Subject to Section 59 Land Act 1948 (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.7.1978 at 9:35 am (affects Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 formerly Lot 2 DP 324262 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 2 DP 324262 & Lot 3 DP 445633)

Appurtenant to Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975 is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 formerly Lot 2 DP 324262 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 2 DP 324262 & Lot 3 DP 445633)

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water and transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) &

Transaction Id

Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 1 of 7
Register Only

Client Reference 3962

### Identifier 768581

part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey and store water, a right to convey water and transmit electricity, a right to convey and pump water, a right to transmit electricity and a right to convey water created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant to part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 3 DP 445633) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Appurtenant to Lots 3 & 7-8 DP 21223, Lots 1-5 DP 446161, part Lots 6-8 DP 446161 (formerly Lot 2 DP 344432), Lots 10-12 DP 446161 & Sec 6 SO 459975 is a right of way and a right to convey water, electricity, gas, telecommunication and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant to Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & part Sec 6 SO 459975)

Appurtenant to Lots 1-5 DP 446161, part Lots 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (affects part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm (affects Lots 3, 7-8 DP 21223, Lots 11-12 DP 446161, part Lot 10 DP 446161 formerly Lot 4 DP 344432 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm (affects Lots 3, 7-8 DP 21223, Lots 11-12 DP 446161, part Lot 10 DP 446161 formerly Lot 4 DP 344432 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Subject to Section 241(2) Resource Management Act 1991 (affects Lots 3 & 7-8 DP 21223, Lots 10-12 DP 446161 & Sec 6 SO 459975)

9238838.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.12.2012 at 11:56 am (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Subject to a right of way, a right to drain sewage and water and a right to convey water, electricity, gas, telecommunications and computer media over part Lot 5 DP 446161 marked B and over part Lot 7 DP 446161 marked A & C, all on DP 446161 created by Easement Instrument 9238838.4 - 19.12.2012 at 11:56 am

Appurtenant to Lots 1-8 DP 446161 is a right of way, a right to drain sewage and water and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 9238838.4 - 19.12.2012 at 11:56 am

The easements created by Easement Instrument 9238838.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way (pedestrian access) (in gross) over part Lot 2 DP 446161 marked I, part Lot 4 DP 446161 marked H, part Lot 5 DP 446161 marked G, part Lot 8 DP 446161 marked E, part Lot 10 DP 446161 marked J, all on DP 446161 and over part Sec 6 SO 459975 marked J & K on SO 459975 in favour of the Queenstown Lakes

Transaction Id
Client Reference 3962

Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 2 of 7 Register Only

Identifier 768581

District Council created by Easement Instrument 9238838.5 - 19.12.2012 at 11:56 am

The easement created by Easement Instrument 9238838.5 is subject to Section 243(a) Resource Management Act 1991

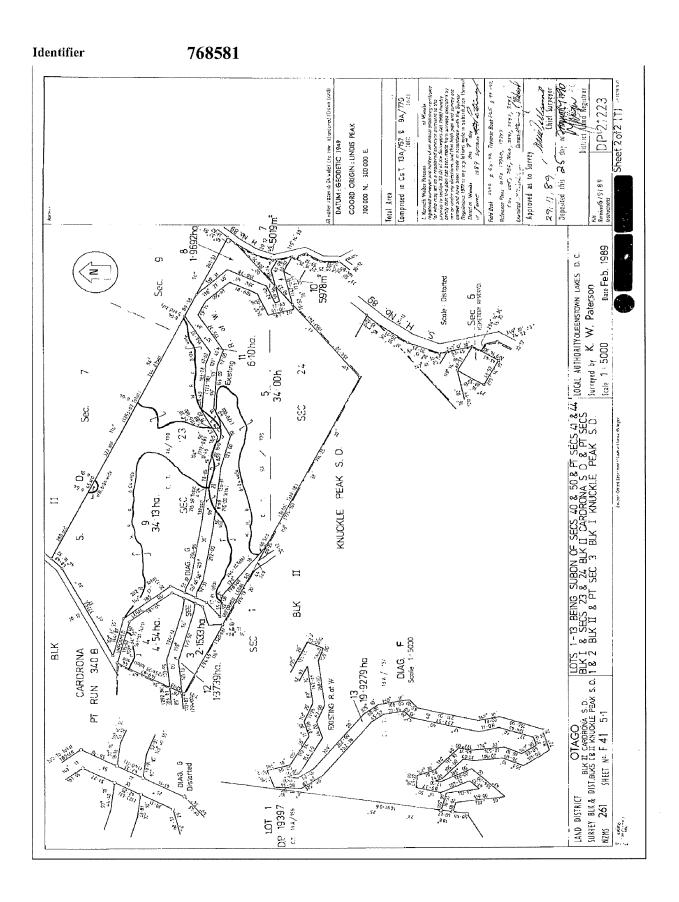
Subject to Section 120(9) Public Works Act 1981 - 1.9.2014 at 7:00 am (affects Lots 3 & 7-8 DP 21223, Lots 10-12 DP 446161 & Sec's 6 & 8-9 SO 459975)

Subject to Part IVA Conservation Act 1987 (affects Sec 9 SO 459975)

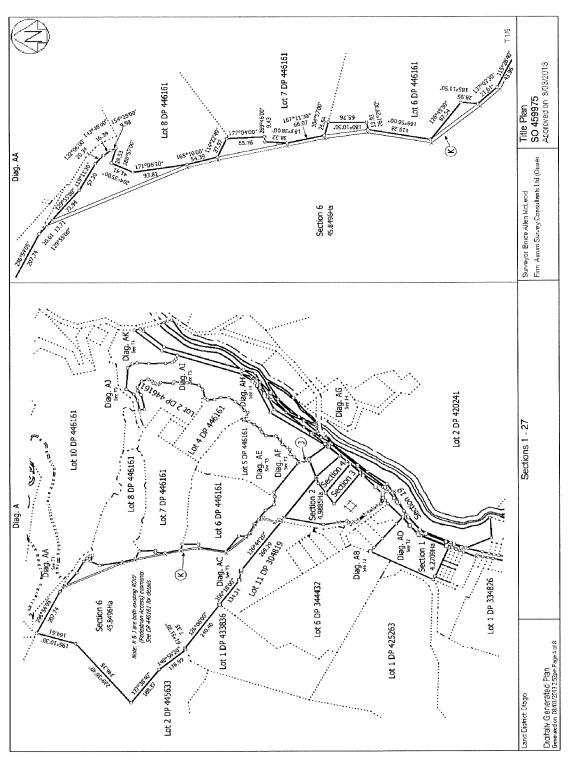
Subject to Section 11 Crown Minerals Act 1991 (affects Sec 9 SO 459975)

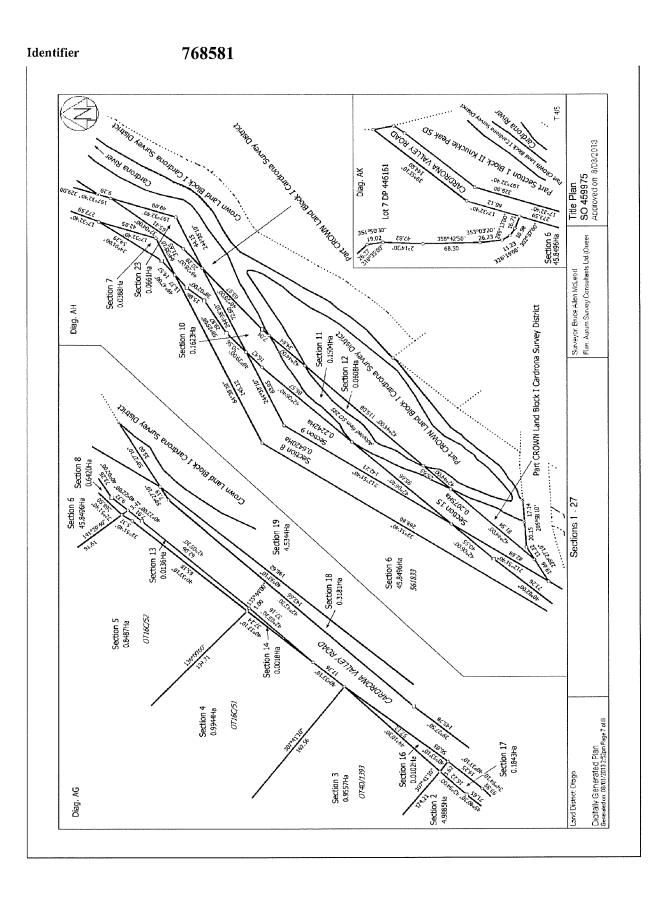
Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 3 of 7 Register Only

Transaction Id Client Reference 3962



Identifier 768581 Diag. A Deposited on: 19/12/2012 Lot 1 DP 433836 Lot 5 DP 450206 Title Plan DP 446161 -Lot 7 DP 21223 Diag. U Lots 1 -12 Being a Subdivision of Section 1 SO 396313, Lot 2 & 4 DP 344432 and Surveyor Heyden Arthur Knight Lot 3 DP 445633 CARDRONA VALLEY ROAD **10** 27.0400Ha Lot 11 DP 304819 PRINGLES CREEK ROAD Lot 6 DP 344432 Lot 1 DP 433836 Lot 2 DP 445633 Lot 1 DP 445633 Digitally Generated Plan Generaled on 22/07/2013 12:93 am Page 4 of 17 Lot 11 DP 304819 Diag. O Se Ta Se Ta See To Diag. F See To See To Diag C and District Otago Dun. N Ser 112 Dun. G Ser T34 Diag. D 1055 9-12 T 107 LOt 7 70t 8 tots







### COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



### Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier

560896

Land Registration District Otago

**Date Issued** 

16 January 2012

**Prior References** 

426694

528558

Estate

Fee Simple

Area

364.1685 hectares more or less

Legal Description Lot 5 Deposited Plan 344432 and Lot 1

Deposited Plan 445633

**Proprietors** 

Mt Cardrona Station Limited

#### Interests

Subject to Section 59 Land Act 1948

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 -20.7.1978 at 9.35 am (affects parts formerly contained in CT's 97945 & 142657)

Subject to a right to convey electricity over part Lot 1 DP 445633 marked E, G, B, H, Y and D on DP 445633 created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Appurtenant hereto is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Subject to a right to convey water over part Lot 1 DP 445633 marked a-b, b-c, c-d, d-e & e-f on DP 445633 specified in Easement Certificate 983113.3 - 11.2.2000 at 11:55 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects parts formerly contained in CT's 97945 & 142657)

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Subject to a right of way, a right to transmit electricity and telecommunications and a right to convey water over part Lot 1 DP 445633 marked A, B, CC & F on DP 445633 created by Easement Instrument 6097426.5 - 30.7.2004 at

Appurtenant to Lot 5 DP 344432 and part Lot 1 DP 445633 formerly in CT 142657 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument

Transaction 1d

Guaranteed Search Copy Dated 17/03/17 12:32 pm, Page 1 of 18

Client Reference 3962 Register Only

#### Identifier

#### 560896

6097426.5 - 30.7.2004 at 9:00 am

Appurtenant to part Lot 1 DP 445633 formerly Lot 6 DP 407594 is a right of way created by Easement Instrument 6410003.4 - 6.5.2005 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (Affects Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (Affects Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836)

8100093.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.3.2009 at 9:00 am (Affects part Lot 1 DP 445633 formerly Lot 6 DP 407594)

Subject to a right (in gross) to convey electricity over part Lot 1 DP 445633 marked I, J, K, M and O and right to transform electricity over part marked I and J all on DP 445633 in favour of Aurora Energy Limited created by Easement Instrument 8100093.4 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.4 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Subject to a right (in gross) to convey gas over part Lot 1 DP 445633 marked I, J, K, L, M, N, O and P on DP 445633 in favour of Rockgas Limited created by Easement Instrument 8100093.5 - 13.3.2009 at 9:00 am

The easements created by Easement Instrument 8100093.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey water and appurtenant to part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way, right to conbvey electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.6 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Subject to a right of way over part Lot 1 DP 445633 marked I, J, K, L, M, N, O, P, Q and R and a right to convey water, electricity, gas, telecommunications and computer media over part Lot 1 DP 445633 marked I, J, K, L, M, N, O, P, Q, R, S, T, U, V and W all on DP 445633 created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Appurtenant to Lot 5 DP 344432 and part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.7 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

Subject to a right of way and a right to convey water, telecommunications, computer media and electricity over part Lot 1 DP 445633 formerly Lot 2 DP 433836 marked A, B, CC, F, Z, G, C and D on DP 445633 created by Easement Instrument 8574798.5 - 29.9.2011 at 9:42 am

The easements created by Easement Instrument 8574798.5 are subject to Section 243(a) Resource Management

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (Affects part Lot 1 DP 445633 formerly Lot 2 DP 425263)

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 445633)

Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm

9112746.1 Encumbrance to Miners Rise Water Limited - 19.7.2012 at 5:24 pm (affects Part Lot 1 DP 445633

Transaction 1d

Guaranteed Search Copy Dated 17/03/17 12:32 pm, Page 2 of 18 Register Only

Client Reference

3962

Document Set ID: 6479934

Version: 1, Version Date: 09/04/2020

#### Identifier

560896

formerly contained in Lot 6 DP 407594)

Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am

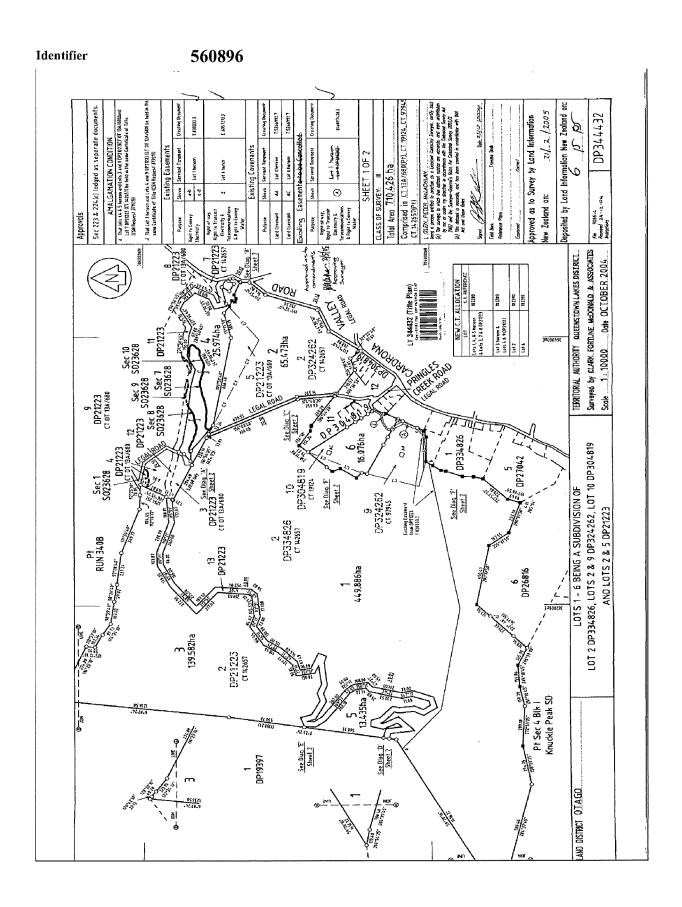
Subject to a right (in gross) to drain sewage over part Lot 1 DP 445633 over part marked I, J, K, L, M, N, O, P, Q and R on DP 445633 in favour of Queenstown Lakes District Council created by Easement Instrument 10552233.1 - 13.12.2016 at 5:05 pm

Transaction Id

Client Reference 3962

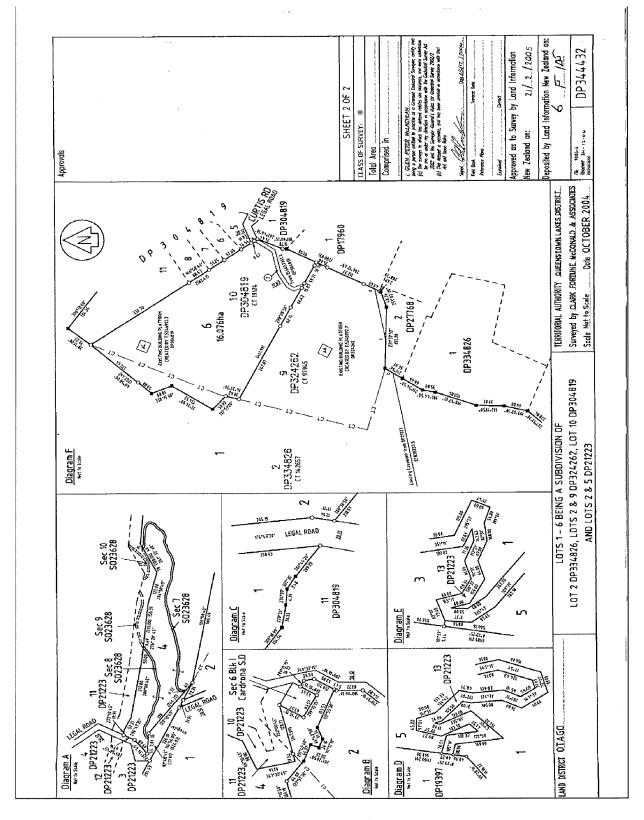
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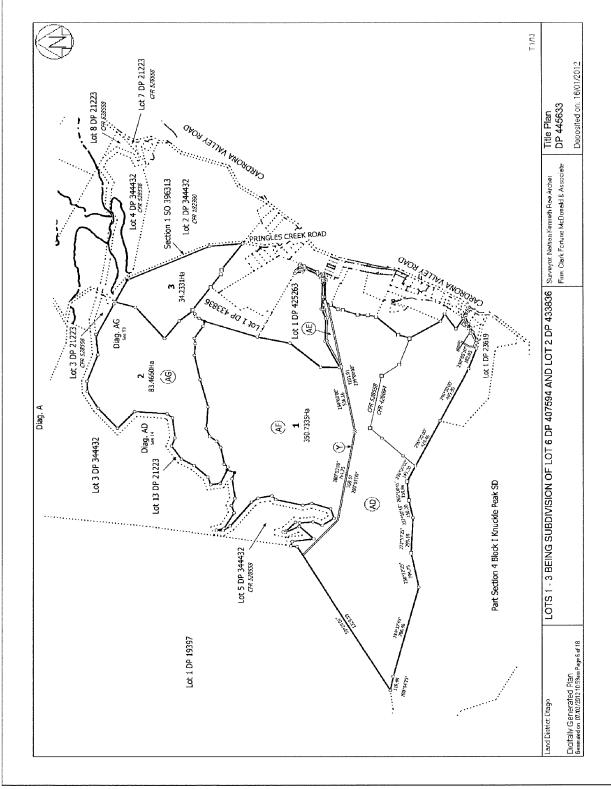
Document Set ID: 6479934 Version: 1, Version Date: 09/04/2020

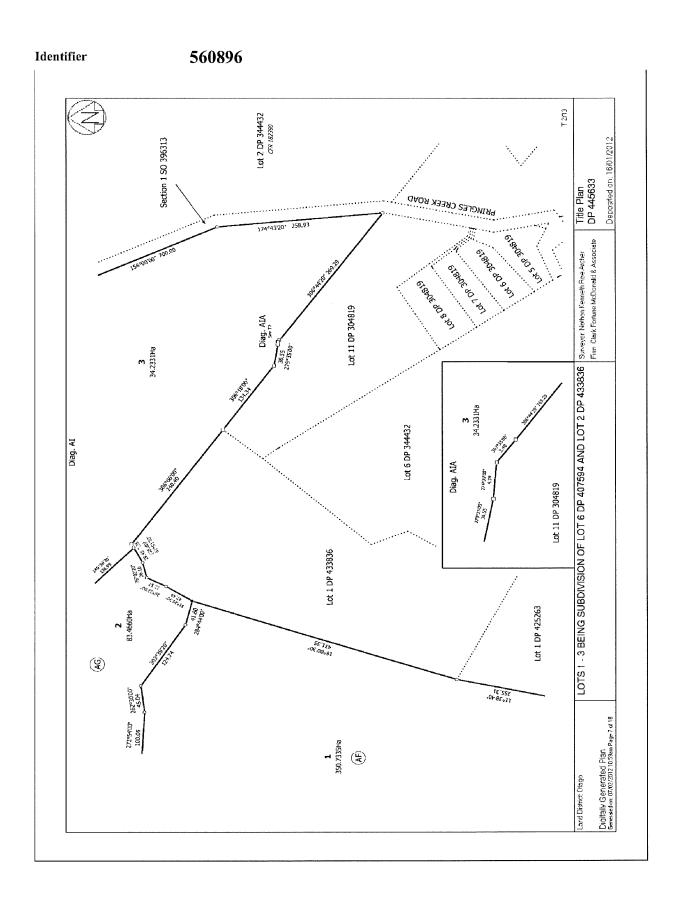


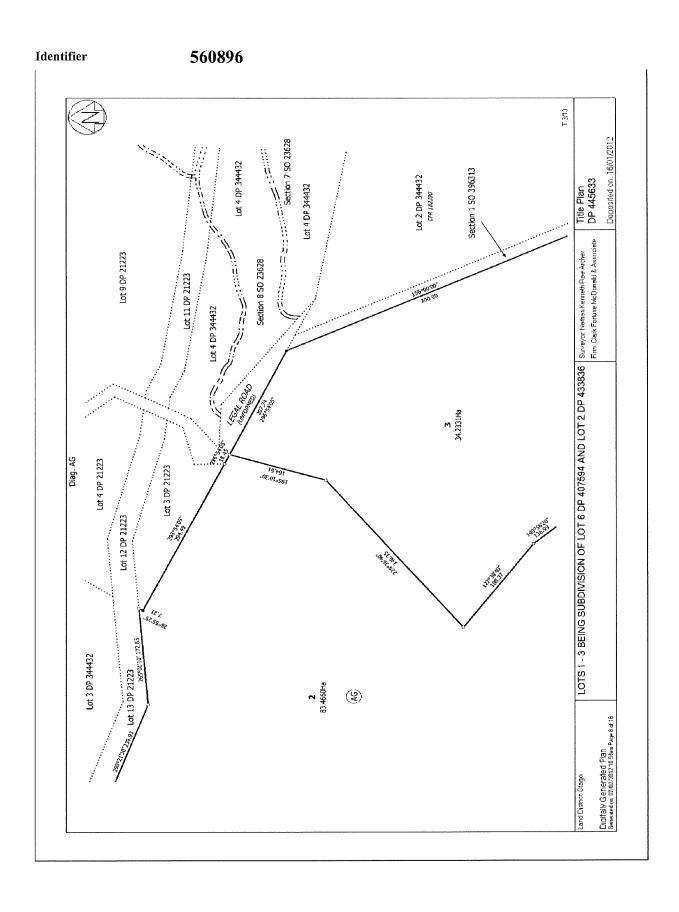


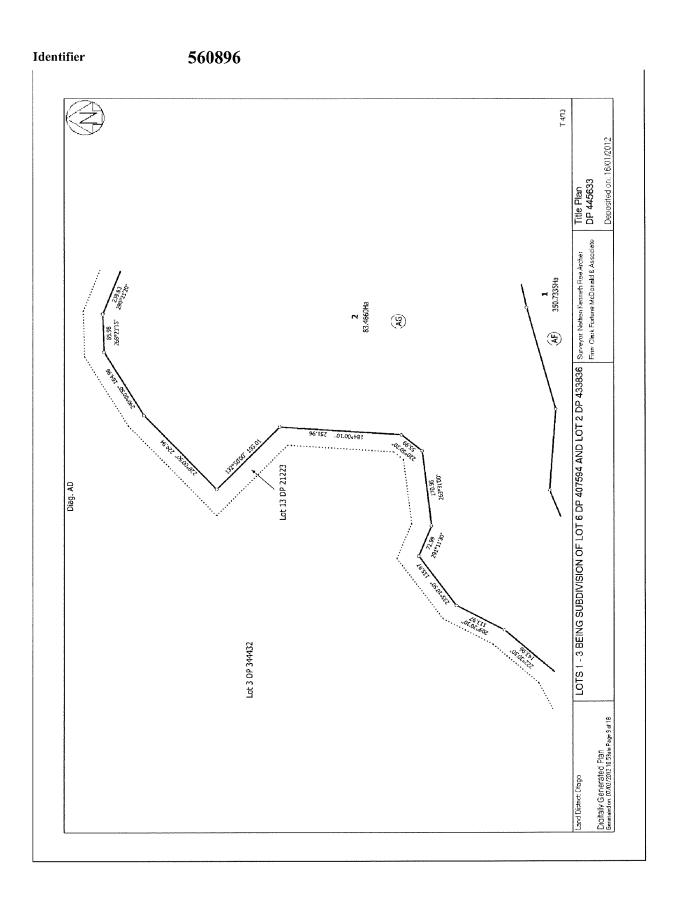
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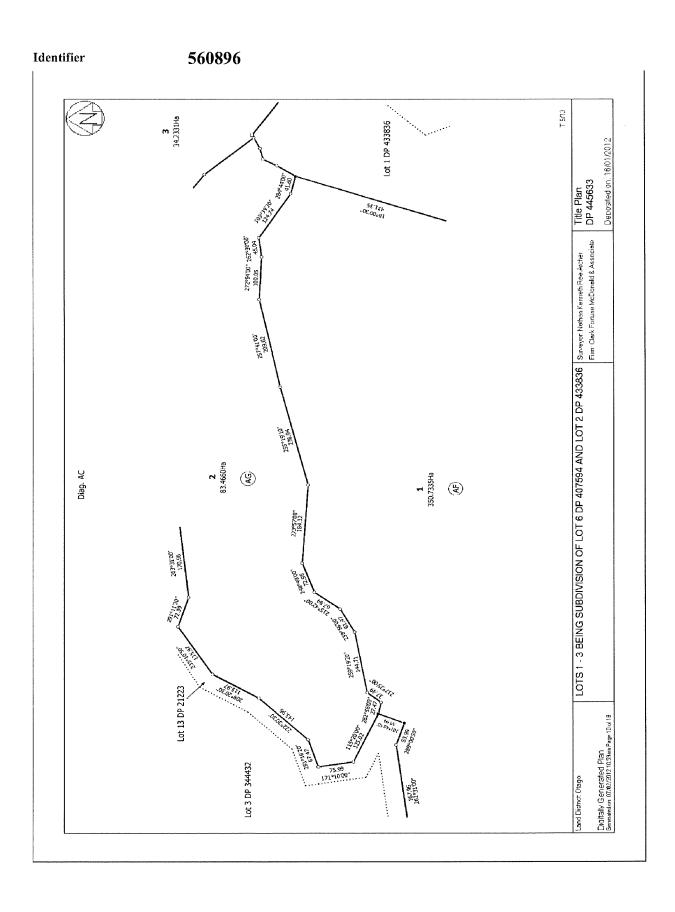


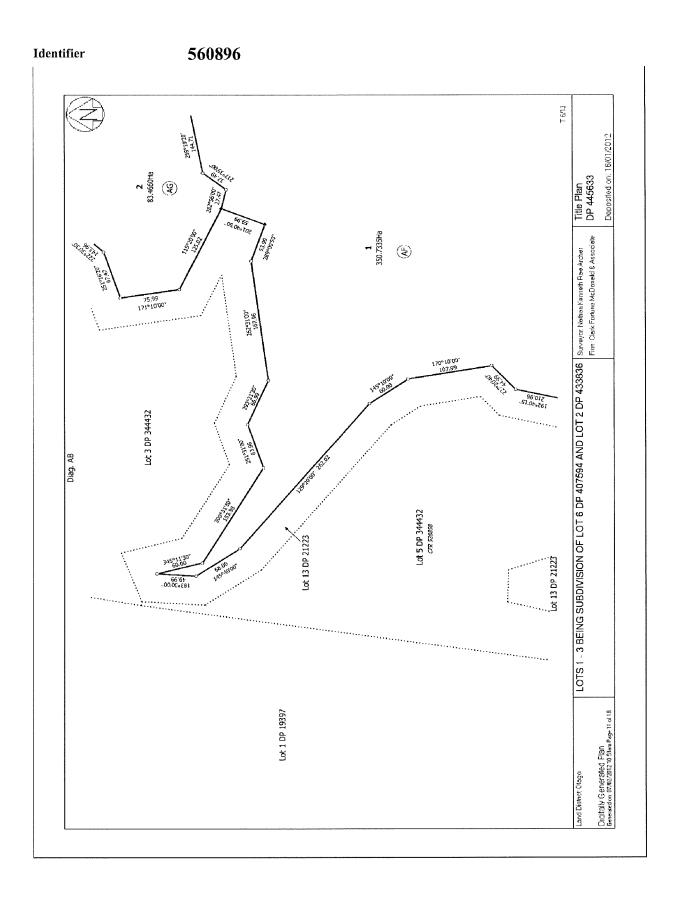


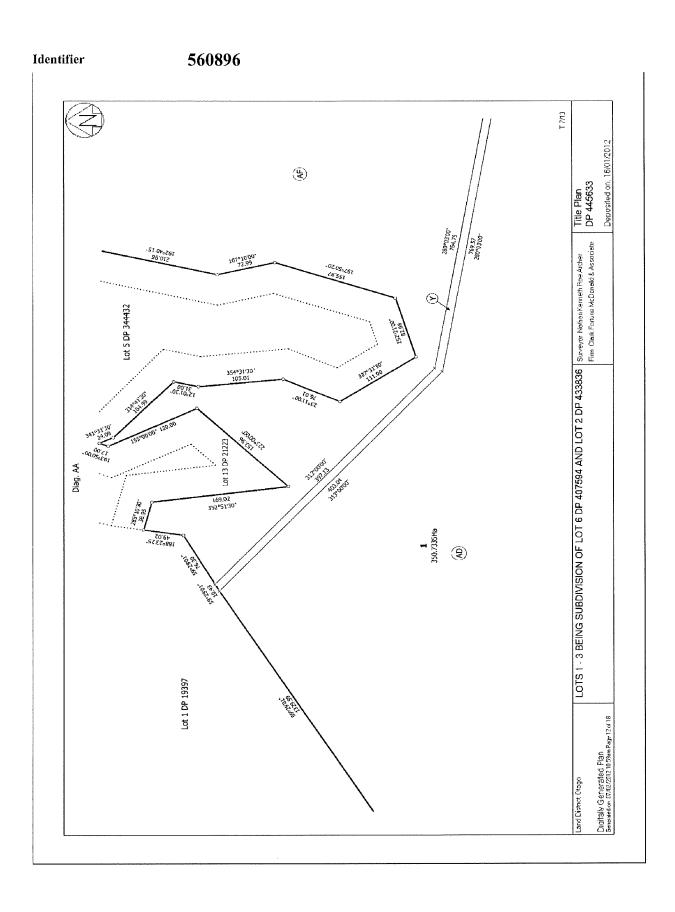


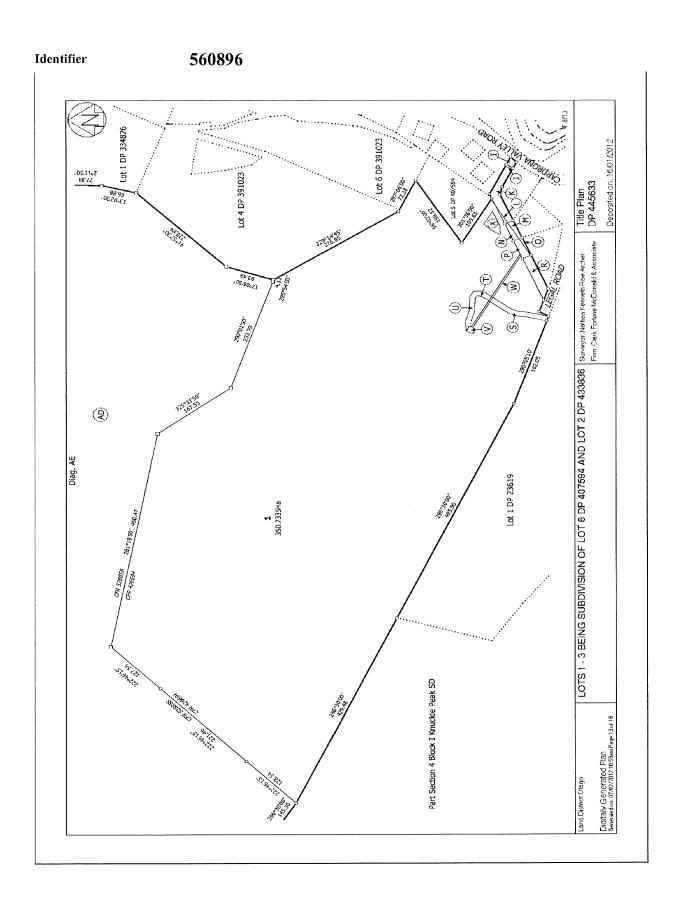


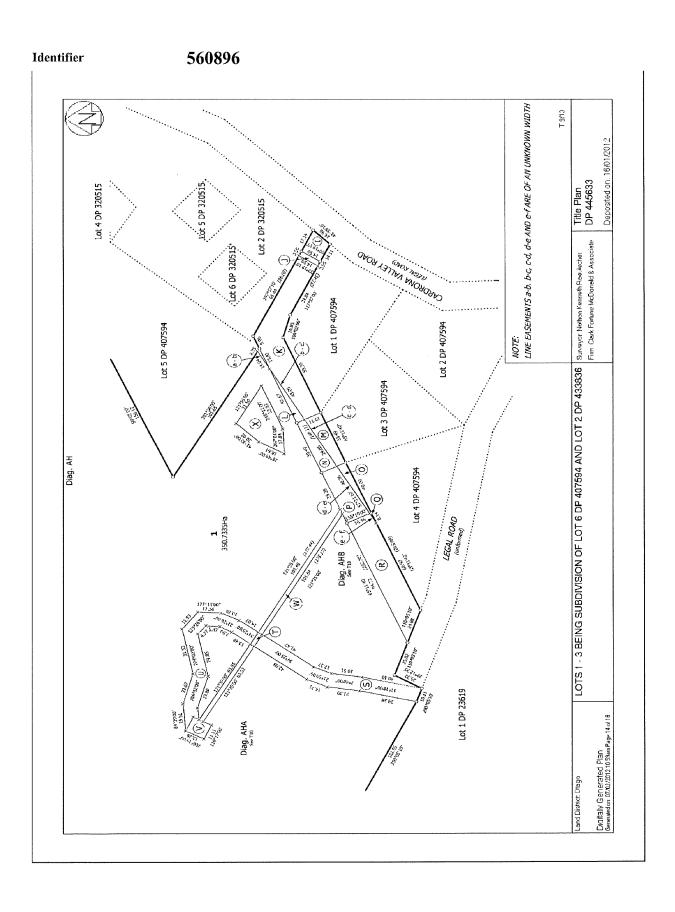


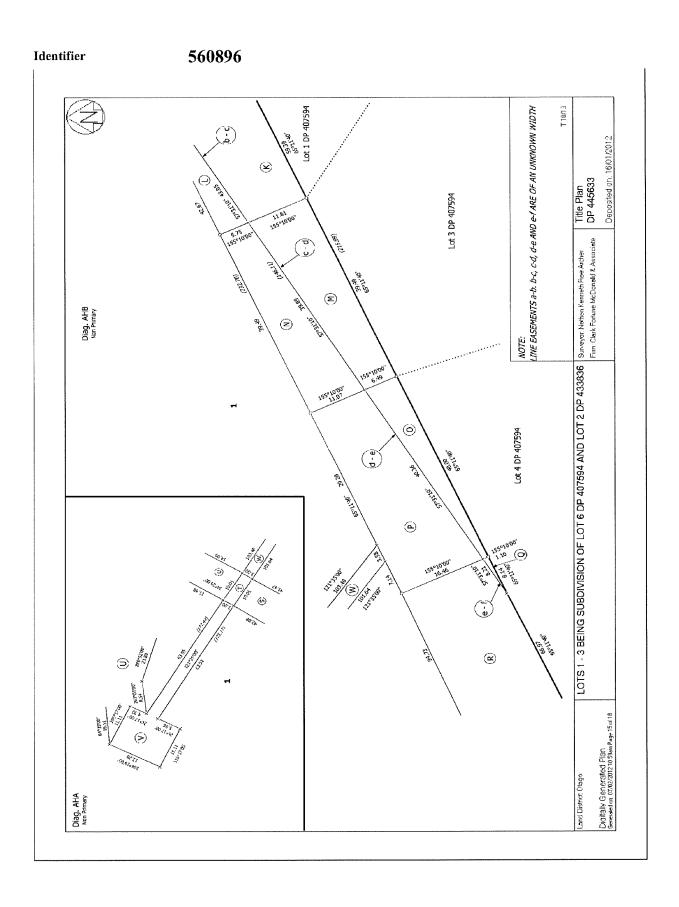


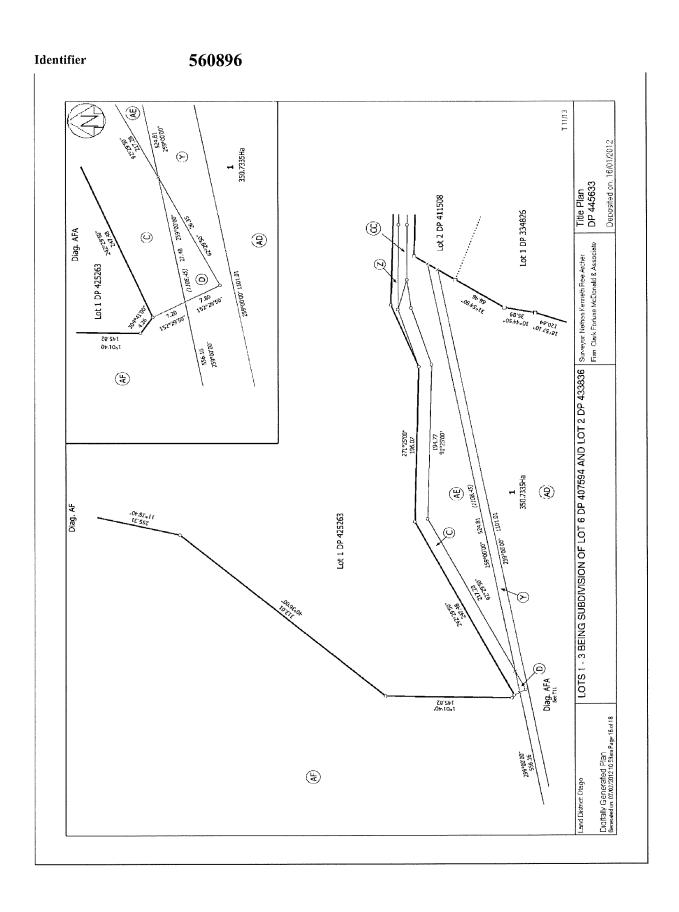


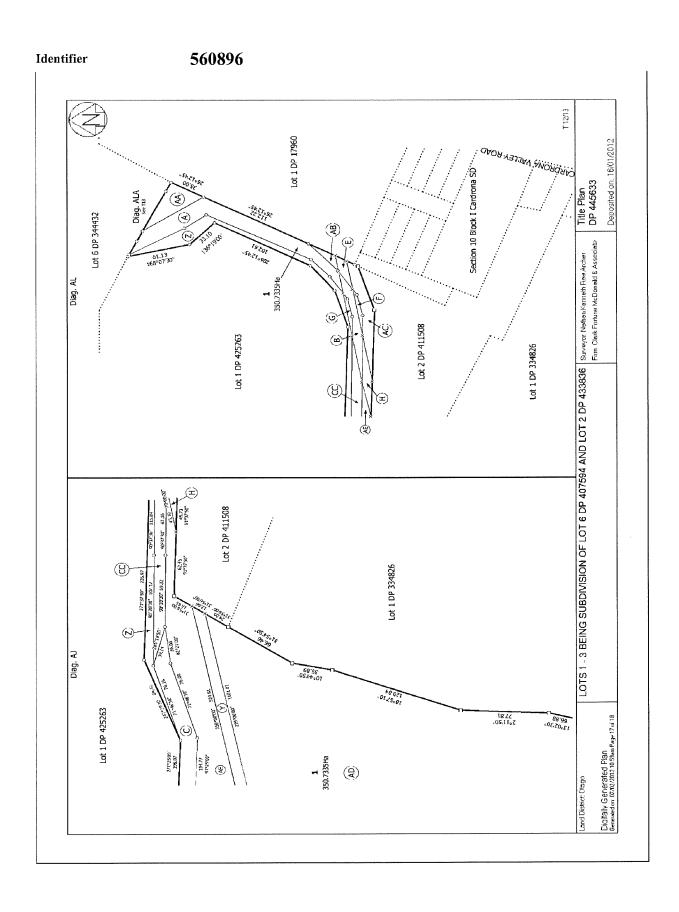


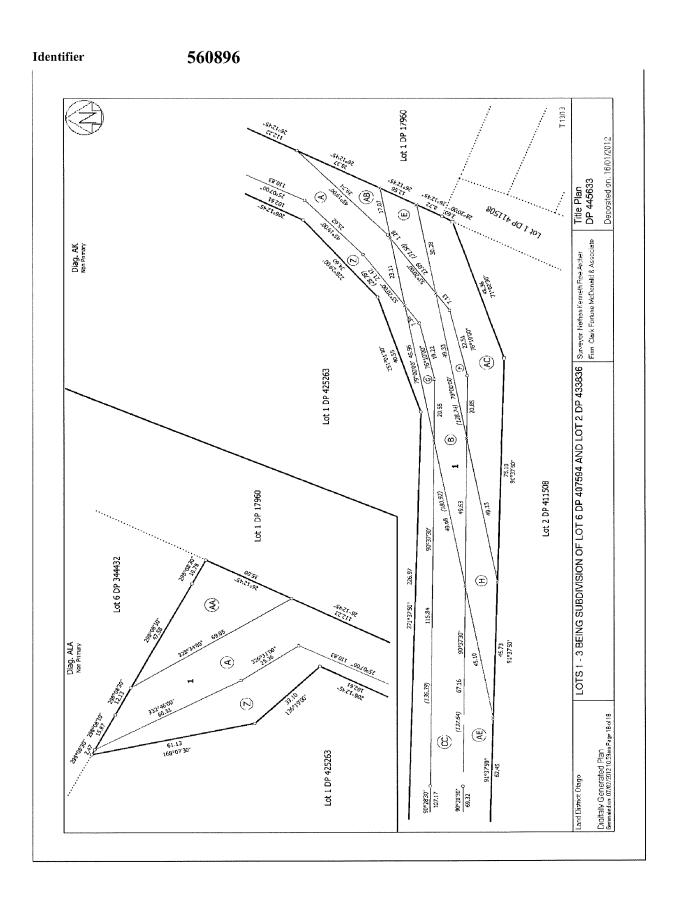












1	
Approved by Regist  Easement instrument to grant eas	rar-General of Land under No. 2002/6055 sement or <i>profit à prendre</i> , or create land covenant and 90F, Land Transfer Act 1952_EI 6057313.2 Easement la
Land registration district OTAGO	Cpy-01/01, Pys-004, 25/08/04, 13:26
Grantor	Surname(s) must be <u>underlined</u> or in CAPHALS.
John Stuart MERCER and Samantha C	
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS.
CARDRONA HOLDINGS LIMITED	
Grant* of easement or profit à prendre or cre	eation or covenant
The Grantor, being the registered proprietor of Grantee (and, if so stated, in gross) the ease	of the servient tenement(s) set out in Schedule A, grants to the ment(s) or profit(s) à prendre set out in Schedule A, or creates the rights and powers or provisions set out in the Annexure

Dated this 11/2 day of NOVOCEHEBEST 2003

**Attestation** Sanatha lang Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Rosemany MERCER Occupation RETIRED Address CAMPBELLS BAY, AUCKLAND. Signature [common seal] of Grantor

for O Kee M. H. Lie

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed) Witness name

Occupation

Signature [common seal] of Grantee

Address

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

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479933 Version: 1, Version Date: 09/04/2020

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

Sie Box	Approval 102/6055EF
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Easement instrument	Dated 1/	November 2003	
	Dated 1//	NUVERNER LOS	Page

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(Continue in additional Annexure Schedule if required )

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Water	X, CC Deposited Plan 304819	Lot 7 Deposited Plan 304819 CT OT 19122	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127

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

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

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479933 Version: 1, Version Date: 09/04/2020

Approved by Registrar-General of Land under No. 2002/5032

## **Annexure Schedule**

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

Easement Instrument

Dated

11 November 2003

Page 2 of

Pages

(Continue in additional Annexure Schedule, if required.)

### CONSENT

WESTPAC BANKING CORPORATION as mortgagee of the servient tenement pursuant to Mortgage 5581913.2 HEREBY CONSENTS to the within easements.

SIGNED for and on behalf of WESTPAC BANKING CORPORATION LIMITED by:

Signed by Westpac Banking Corporation By its Attorney/s:

In the presence of:

Maureen Margaret Harris

BANK OFFICER WESTPAC CHRISTCHURCH

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.

jorene

M. V. S

den

1/2 0

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, AND	Daniello Humbas Jason Noel RaxWorthy
AND	Jason Noel RaxWorthy

, of Christchurch in New Zealand, Bank Officer , of Christchurch in New Zealand, Bank Officer

#### HEREBY CERTIFY .

 THAT by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1 BLENHEIM (Marlborough Registry) and there numbered 187102 CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1 DUNEDIN (Otago Registry) and there numbered 915888 GISBORNE (Poverty Bay Registry) and there numbered G.212187.1 HAMILTON (South Auckland Registry) and there numbered B.367046 HOKITIKA (Westland Registry) and there numbered 105721 INVERCARGILL (Southland Registry) and there numbered 244294.1 NAPIER (Hawkes Bay Registry) and there numbered 646199.1 NELSON (Nelson Registry) and there numbered 361557.1 NEW PLYMOUTH (Taranaki Registry) and there numbered 435551 WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

- THAT at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
- THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Westpac Banking Corporation or otherwise.

Signed at Christchurch

and

Jason Noel Raxworthy

this 25 November 2003

Document Set ID: 6479933 Version: 1, Version Date: 09/04/2020 1

157

101

15



## COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



# Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier 560897 Land Registration District Otago

**Date Issued** 16 January 2012

#### Prior References

528558

**Estate** Fee Simple

Area 83.4660 hectares more or less **Legal Description** Lot 2 Deposited Plan 445633

**Proprietors** 

Mt Cardrona Station Limited

#### **Interests**

Subject to Section 59 Land Act 1948

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.7.1978 at 9.35 am

Appurtenant hereto is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am

Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am

Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Transaction Id Client Reference Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 1 of 15 Register Only

Document Set ID: 6479932 Version: 1, Version Date: 09/04/2020

3962

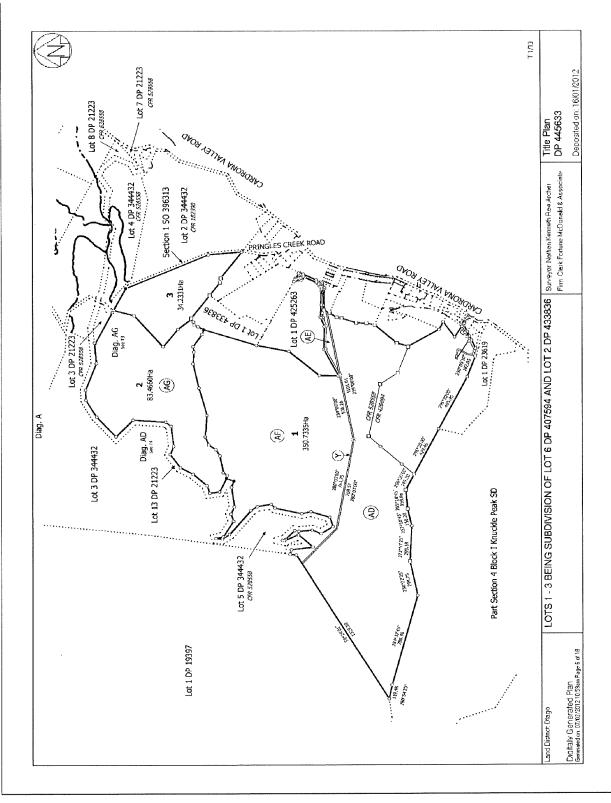
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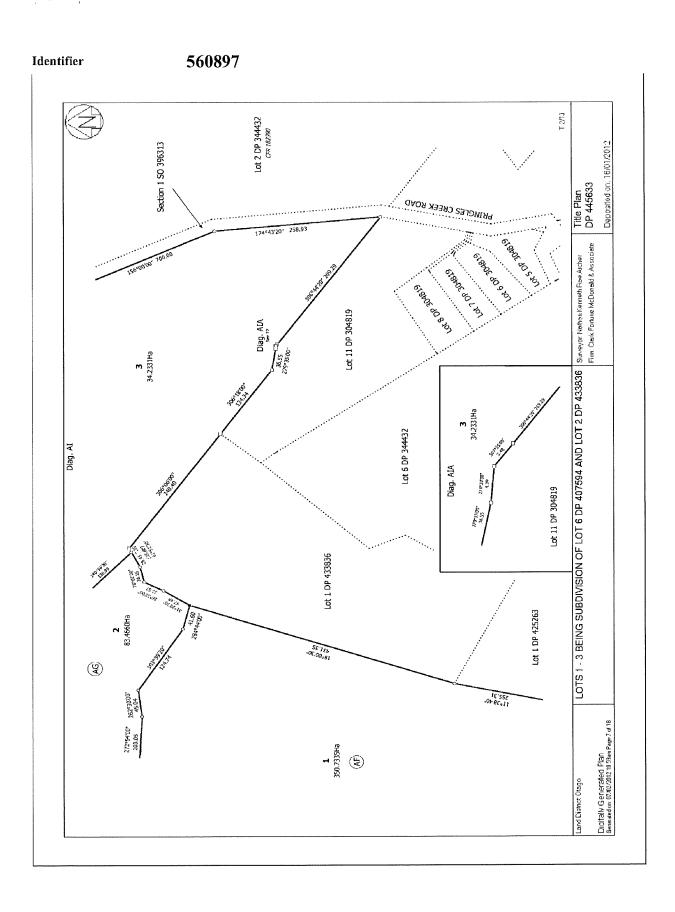
Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm
Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm
Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm
Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am

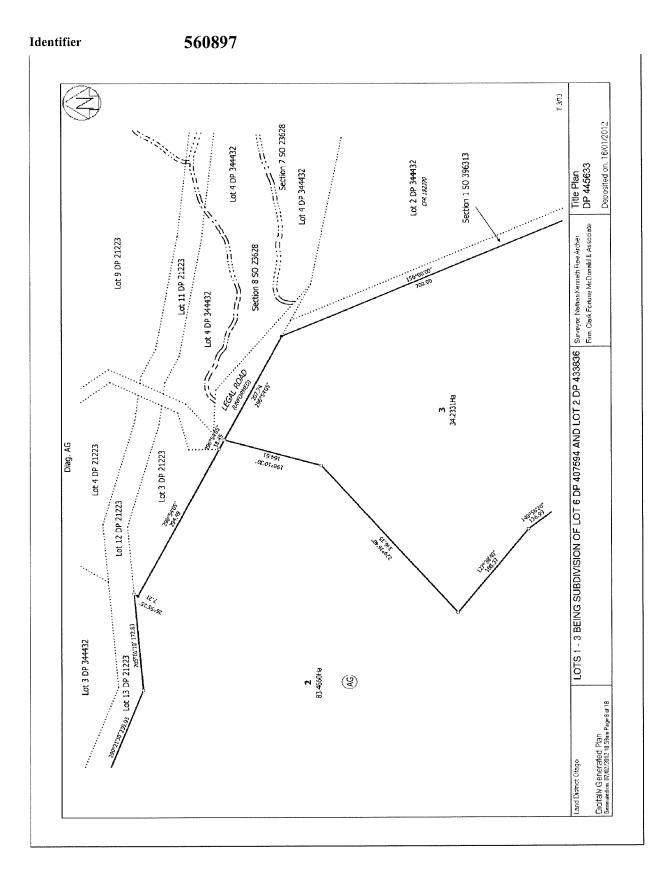
Transaction Id
Client Reference 3962

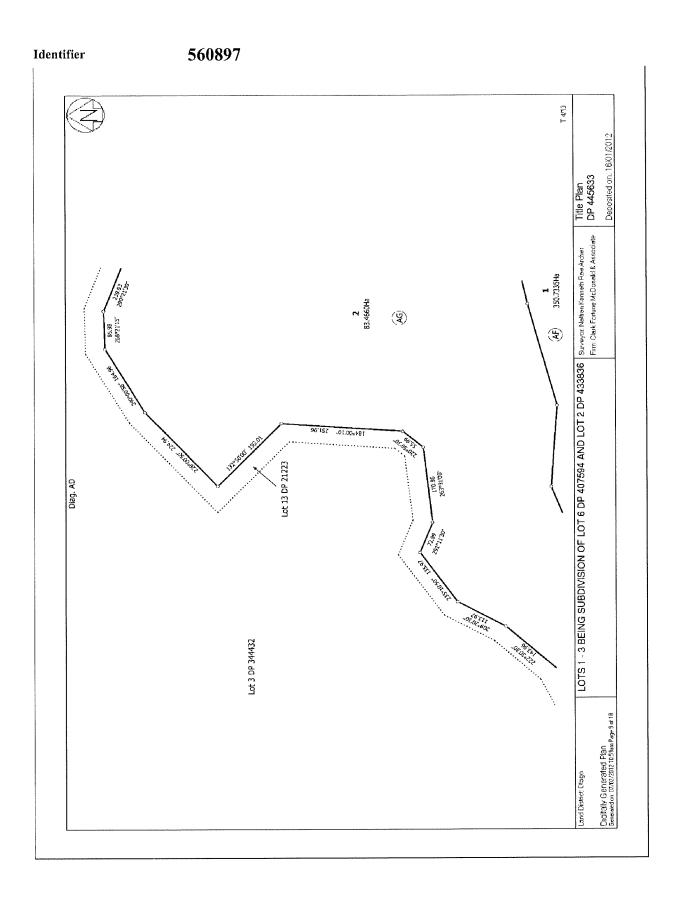
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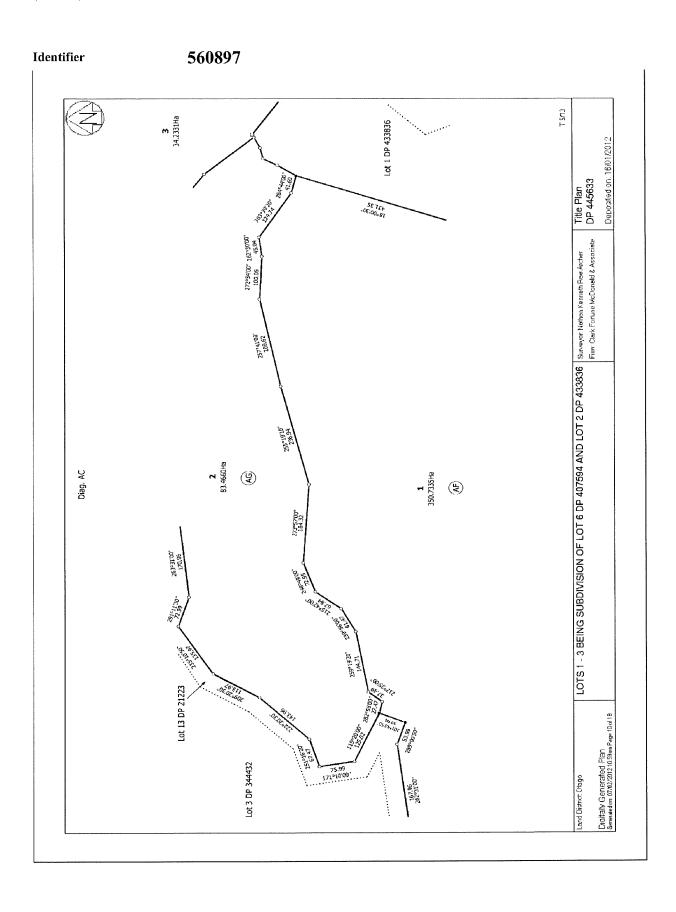




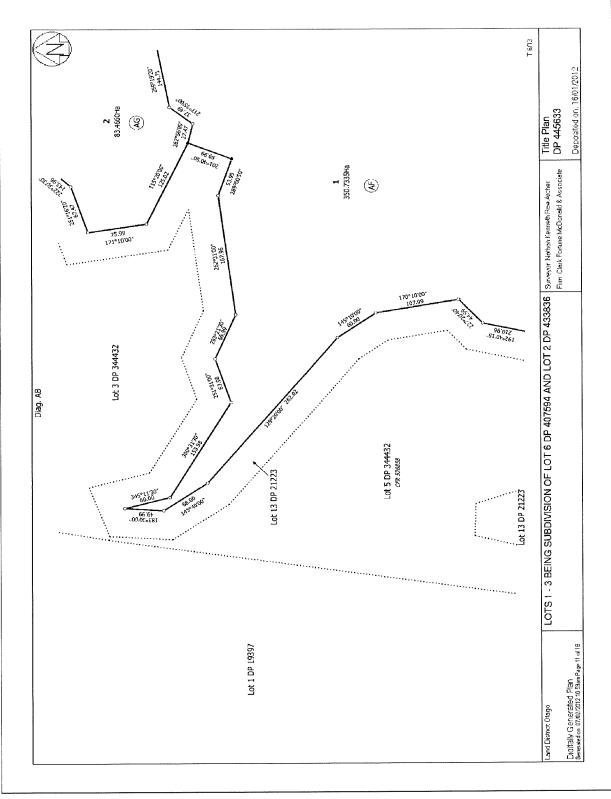


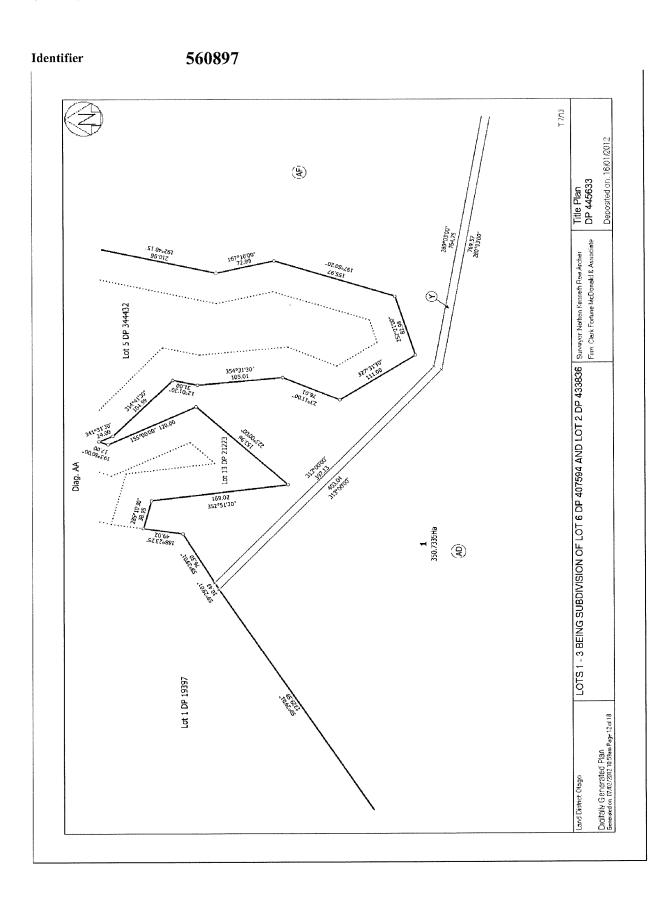


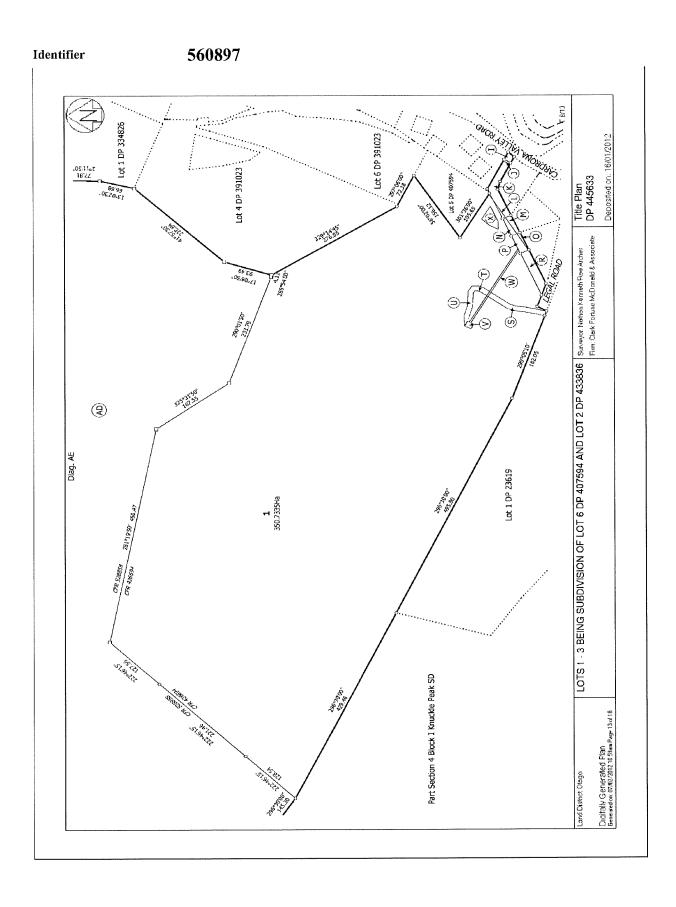


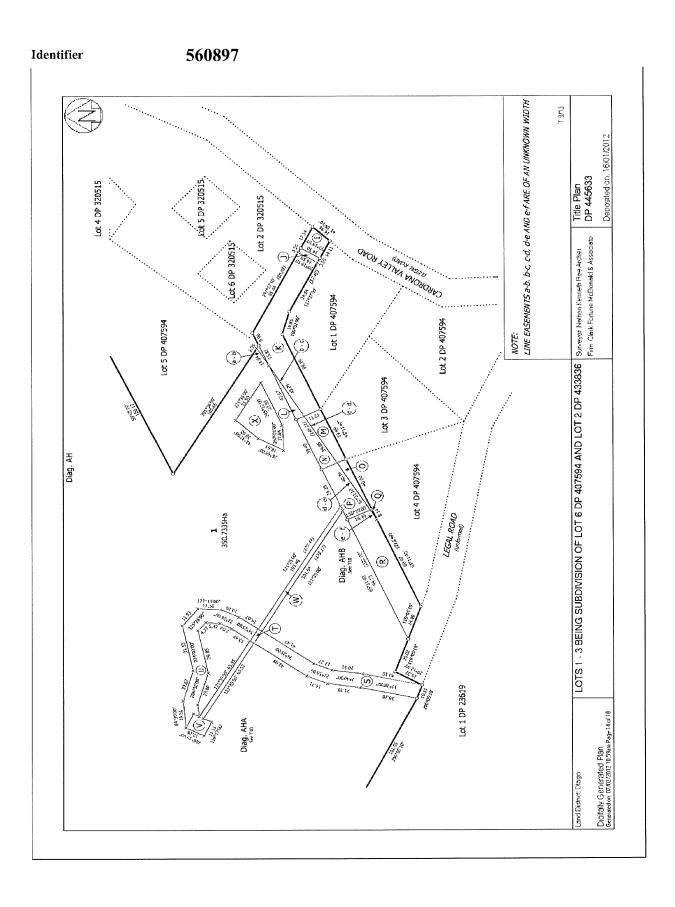


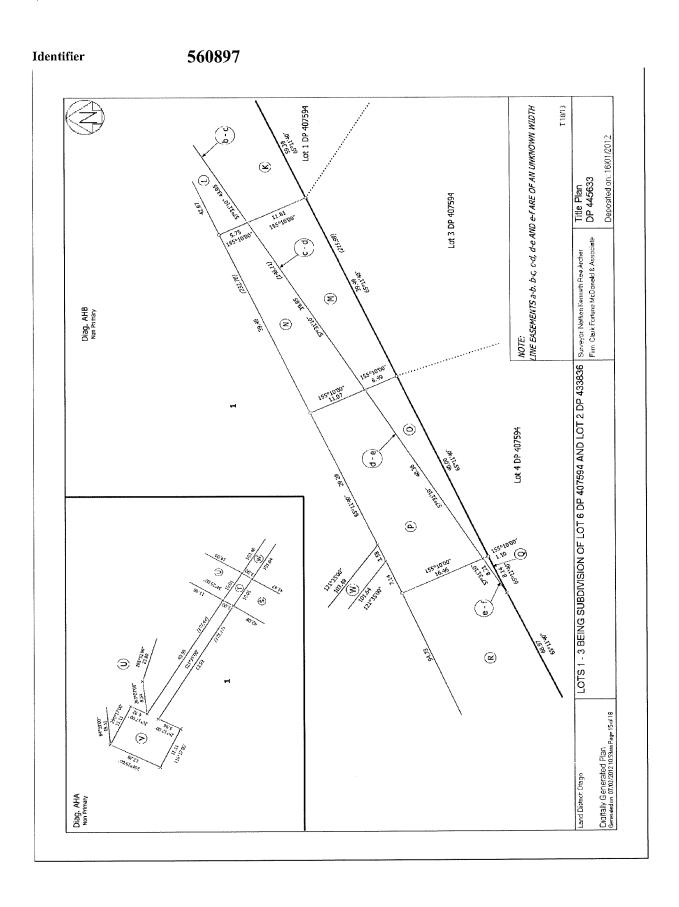


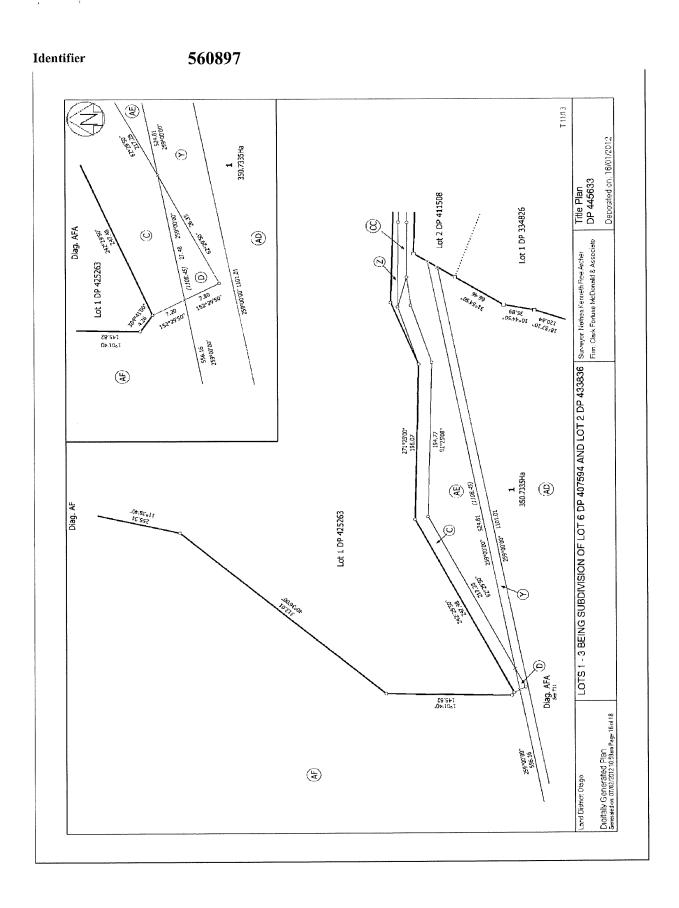


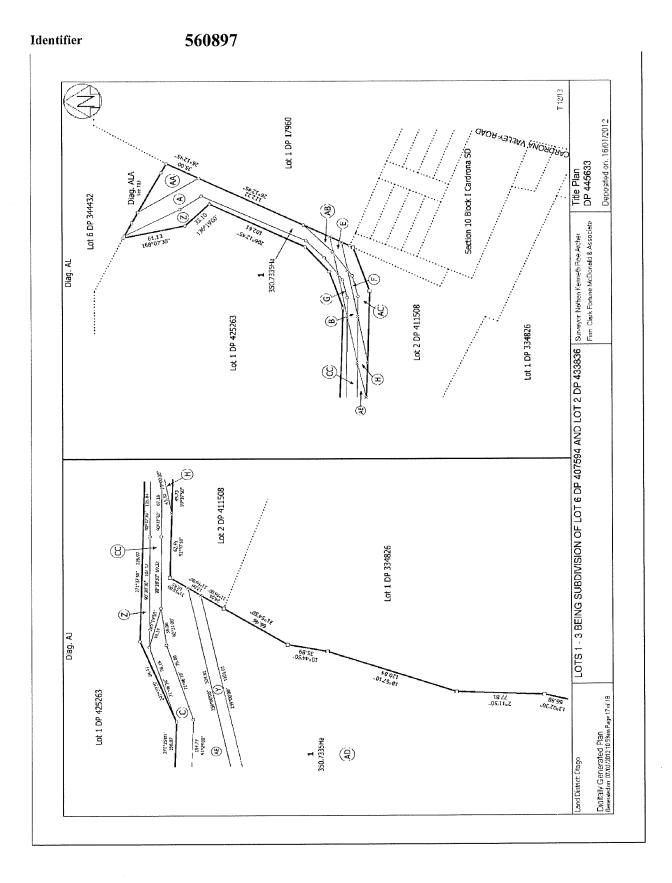












Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6057313.4 Easement In St.Ganera Land registration district Cpy - 01/01, Pgs - 002.26/08/04,13:27 OTAGO Grantor Surname(s) must be underlined or ill CALLAGO. Richard Glen Smily HOLLINGSWORTH and Skye Blackwood HOLLINGSWORTH Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Dated this 2003 **Attestation** Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER WYNDHAM BRIGHT A COMMISSIONER FOR TAKING AFFIDAVITS Occupation IN THE SUPREME COURT OF SOUTH AUSTRALIA Address 13/70 Albert Road, South Signature [common seal] of Grantor Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address Signature [common seal] of Grantee

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

Ywaestand [Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479931 Version: 1, Version Date: 09/04/2020

### Approved by Registrar-General of Land



Purpose (nature and extent) of easement, profit, or covenant  Right to Convey Water  SI, G, I Depose  Assements or profits à prendre ghts and powers (including rms, covenants, and conditions)  Unless otherwise provided below, prescribed by the Land Transfer Refrescribed by the	wn (plan reference)	Servient tend (Identifier/	in [ ] and instited.	pe 1 of 1 pages exure Schedule if require Dominant tenement (Identifier/CT or in gross) art Lot 1 Deposited lan 300535 and Part of 6 Deposited Plan 1223 T OT 19127
Purpose (nature and extent) of easement, profit, or covenant  Right to Convey Water  Sight	ited Plan 304819	Servient tend (Identifier/ (Identifier/ Lot 5 Deposited 304819 CT OT 19120  Delete phrases number as required continue in additional in additi	ement (CT)  I Plan Pi La 21 C'  in [ ] and instirted.	Dominant tenement (Identifier/CT or in gross art Lot 1 Deposited lan 300535 and Part ot 6 Deposited Plan 1223 TOT 19127
extent) of easement, profit, or covenant  Right to Convey Water  I, G, I Depos  Depos  Rements or profits à prendre ghts and powers (including rms, covenants, and conditions)  Unless otherwise provided below, prescribed by the Land Transfer Refine implied rights and powers are formulated to the provisione set out in Annexure (renant provisions)	ited Plan 304819	Servient tend (Identifier/ (Identifier/ Lot 5 Deposited 304819 CT OT 19120  Delete phrases number as required continue in additional in additi	ement (CT)  I Plan Pi La 21 C'  in [ ] and instirted.	Dominant tenement (Identifier/CT or in gross art Lot 1 Deposited lan 300535 and Part ot 6 Deposited Plan 1223 TOT 19127
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All signing parties and eithe	•			

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479931 Version: 1, Version Date: 09/04/2020

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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6097426.1 Easement In of General of Land registration district OTAGO Surname(s) must be annual. Grantor Toni Judith RASMUSSEN and Ian David LESLIE Surname(s) must be underlined or In CAPITALS. Grantee CARDRONA HOLDINGS LIMITED Grant\* of easement or *profit à prendre* or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). day of Dated this Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name LEEQUE ALVIEQ Occupation ADMINISTRATION OFFICED MCKINLEY CRES Signature [common seal] of Grantor Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address Signature [common seal] of Grantee Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

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

**HEF: 7003 - AUCKLAND DISTRICT LAW SOCIETY** 



Easement instrument	Dated /1 ////	2004 Pa	ge 1 of 2 pages					
Schedule A		(Continue in additional Ani	nexure Schedule if required.)					
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)					
Right to Convey and Store Water Right to Convey and	O on DP304819 JM  Q on DP304819 JM	Lot 11 Deposited Plan 304819 CT OT 19125	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127					
Right to Convey and Pump Water, Right to	R on DP 304819		Lot1-2 Deposited Plan 307005 and Lot 2 and 7 DP21223 CT OT 19127					
Transmit Electricity Right to Convey Water	P on DP304819		Jn					
Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule If required.  terms, covenants, and conditions)								
Unless otherwise provid	ed below, the rights and por Transfer Regulations 2002 a		sses of easement are those the Property Law Act 1952.					
The implied rights and p	owers are [varied] [negativ	ed] [added to] or [substitu	ted] by:					
[Memorandum number	, regis	tered under section 155A of	the Land Transfer Act 1952].					
[the provisions set out in	n Annexure Schedule 2].							
Covenant provisions  Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.								
The provisions applying to the specified covenants are those set out in:								
[Memorandum number	, regi	stered under section 155A o	the Land Transfer Act 1952]					
[Annexure Schedule 2]								
			A saturate in the same					
All signing par	rties and either their witne	sses or solicitors must sig	jn or initial in this box					

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

#### Annexure Schedule

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

	_	i .
Easement	Instrument	Date

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1 2 JUL 2004

Page

-Leslie

Pages

(Continue in additional Annexure Schedule, if required.)

71100815 >

#### CONSENT

ASB BANK LIMITED as Mortgagee of the servient tenement pursuant to Mortgage 5327709.5 **HEREBY CONSENTS** to the within easements.

SIGNED for and on behalf of **ASB BANK LIMITED** by:

> SIGNED by ASB BANK withour prejudice to the rights and powers existing

HNUA ANNE WATERS

under the interest of the Consentor

MINA PATEL

in the presence of Witness: AUCKLAND Bank Officer.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

BRENDA ANNE WATERS

SIGNED at Auckland this

day of

12 JUL 2004

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	GST Registered Number 17-022-099	Fccs Receipt and Tax Invoice		Land Information New Zealand Lodgement Form		סי	- 5 97945 (EI) Ltd	4 CONO		3 97943 (OCT) Ltd	2 (C222) QLDC	1 19125 (El) Leslie	Prionty Order CT Ref: Type of N	Client Code / Ref: 202060.33 - JEM	ASSOCIATED FIRM:	Uplifting Box Number: 29	SPHJ	Queenstown	Address: P O Box 653	LODGING FIRM: Macalister Todd Phillips Bodkins	Fallaction Cont. T.
	Ortginal Signatures?		~	Africations trust assessmen	7. 187 X15 ONK		Ltd		Cardrona Holdings	Cardrona Holdings Ltd		Rasmussen & Leslie / QLDC	Names of Parties DOCCIMENT OR MULTIFIFIE FEED NOT	Other (state)		Survey Report Plan Number F	Calc Sheets (#)	Field Notes (#)	<u>**</u>	Title Plan (#)	
Version 1.7: 28 May 2004		Cash/Cheque enclosed for \$0.00	Locs Food paid on Dealing # 6084306	Total for this dealing \$0.00	Subtotal (for this page)	5						6		WESTISING NEW TITLES OTHER RE-SUBMISSION &	Rejected Dealing Number: 6084306	Plan Number Pro-Allocated of OC4202 to be Deposited:		25) . / EUCH	CONTRACTOR OF THE CONTRACTOR O	Priority Barcade/Cule Stamp (LINZ use only)	

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- A)

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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6097426.5 Easement

Land	registration	n district
------	--------------	------------

OTAGO

S. Ganeralo



Grantor

Surname(s) must be underlined or in CAPITALS.

#### CARDRONA HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

#### CARDRONA HOLDINGS LIMITED

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

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

December 2003 day of **Dated** this

Attestation

Signed in my presence by the Grantor

Signed in my presence by the Grantee

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Jayne Elizabeth Macdonald

Solicitor

Address

Queenstown

Signature [common seal] of Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Jayne Elizabeth Macdonald

Solicitor

Signature [common seal] of Grantee

Address

Queenstown

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

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



 instrument

ated 15 December 20

Page 1 of

pages

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(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, Right to Transmit Electricity and Telecommunications and Right to Convey Water	A on DP324262	Lot 9 hereon CT OT 97945	Lot 1 hereon CT OT 97943

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 prescribed by the Land Transfer Regulations	and powers implied in specific classes of easement are those 2002 and/or the Ninth Schedule of the Property Law Act 1952.					
The implied rights and powers are [varied] [negatived] [added to] or [substituted] by:						
[Memorandum number , registered under section 155A of the Land Transfer Act 1952						
The provisions set out in Annexure Schedule 21.						

#### Covenant provisions

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

The provisions applying to the specified covenants are those set out in:							
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]						
[Annexure Schedule 2].							

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

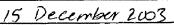
#### Approved by Registrar-General of Land under No. 2002/5032

#### Annexure Schedule

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

Easement

Dated



(Continue in additional Annexure Schedule, if required.)

FIFE BANK OF NEW ZEALAND as Mortgagee of the servient tenement pursuant to Mortgage 5653543.1 HEREBY CONSENTS to the within easements but without prejudice to its rights and remedies under the mortgage.

SIGNED by BANK OF NEW ZEALAND by:

> SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys:

Targaret Jane Aston....

Man Thomas Simpson...

In the presence of:

Noel Ronald Letford Witness:

Occupation: Bank Officer

Address: Auckland

BANK OF NEW ZEALAND by its Attorneys;

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Margaret Jane Aston and Alan Thomas Simpson both of Auckland, Bank Officers, severally certify that:

- By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

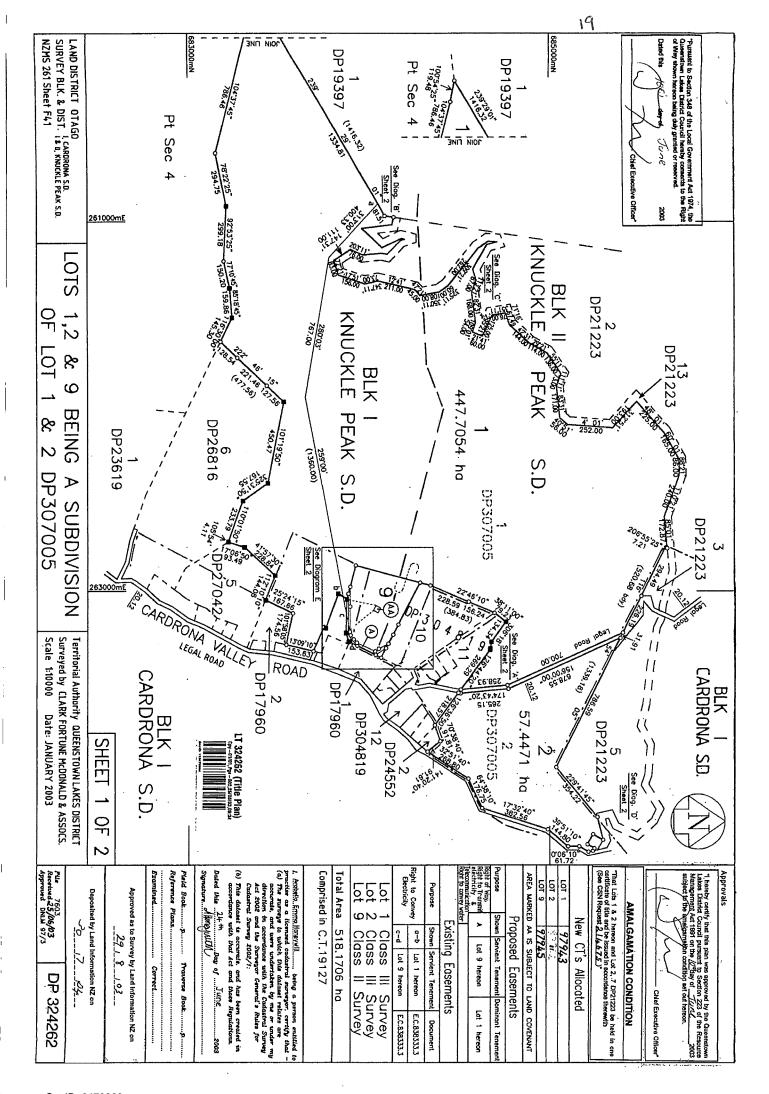
- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

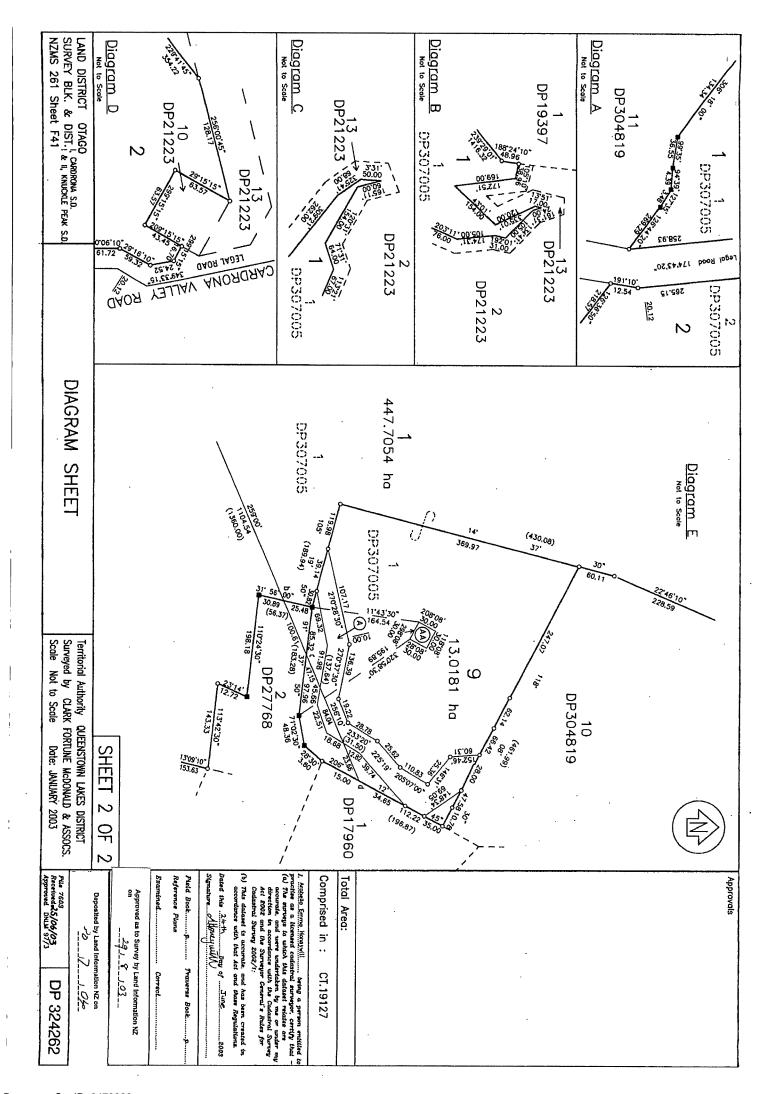
SIGNED at Auckland this 15th day of December 2003

Margaret Jane Aston

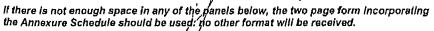
SIGNED at Auckland this 15th day of December 2003

Alan Thomas Simpson





### TRANSFER / Land Transfer Act 1952





Land Registration District	: /								
OTAGO	7	,							
Certificate of Title No.	All or Part?	Area and legal description -	· - insert only when part or !	Stratum, CT					
19116 19117 19118	5246992.7     19843558   CPY-01/01.PG5-428.17/06/02.17:21								
Transferor Sumames mus	t be <u>underline</u>	ed or In CAPITALS							
CARDRONA HOLI	CARDRONA HOLDINGS LIMITED  Doc ID: 110336828								
Transferee Sumames mus	at be <u>undedine</u>	od or in CAPITALS							
CARDRONA HOLD	INGS LIM	IITED							
Estate or Interest or Ease	ment to be c	reated: Insert e.g. Fee simple	e; Leasehold In Lease No	; Right of way etc.					
Fee Simple subject to	) Land Cov	venants (continued on a	Annexure Schedule)						
Consideration									
One Dollar (\$1.00)									
			j						
Operative Clause									
	nterest describ			ERS to the TRANSFEREE all the and if an easement is described					
Dated this 3rd	day of	April 2002		·					
Attestation									
M. H. Ra Director Director Signature, or common seal of	2   S   V   V   C   A	occupation Manage	CK letters	199					
			<u> </u>						

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no correspance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

REF; 4130 /1

Approved by Registrar-General of Land under No. 1995/5003

#### Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer Dated April Page of 25 Pages 2002

#### Continuation of "Certificate of Title"

19118	AH		
19119	All		
19120	All	\	>
19121	All		a de la companya de l
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19123	All		Cours
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19125	All		
19126	All		
19127	All		

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

The Transferor when registered proprietor of the land formerly contained in Certificates of Title OT2814 and OT17B/975 subdivided the land into Lots in the manner shown and defined on Deposited Plan 304819.

AND WHEREAS the Transferor and the Transferee have agreed mutually to covenant in the manner set out in Schedules B C and D each for the benefit of the other and their successors in title to each of the Lots comprising the Dominant and Servient Lots.

AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (herein referred to as the Dominant Lots) the land covenants set out in Schedules B C and D over the land in Certificates of Title 19116 to 19127 (all Otago Registry) (hereinafter referred to as the Servient Lots) TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedules B C and D hereto and that the owner and occupier for the time being of any Dominant Lot may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Auckland District Law Society REF 4120 Jem I 80jm

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

"Mortgage", "Transfer", "Leas	e" etc		·		
Transfer	Dated [	_3_	April	2002	Page 2 of 25 Pages

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in the Schedules B C and D hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jenul 80jm

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

INSERT DEIOW			
"Mortgage",	"Transfer".	"Lease"	etc

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Trans fer	Dated	3	April	2002	Page	3 01	25 Page

#### SCHEDULE A

- 5666 m² hectares more or less being Lot 1 Deposited Plan 304819 being all of the land described in Certificate of Title OT19116.
- 2. 5516 m² more or less being Lot 2 Deposited Plan 304819 being all of the land described in Certificate of Title OT19117.
- 3. 5228 m² more or less being Lot 3 Deposited Plan 304819 being all of the land described in Certificate of Title OT19118.
- 4. 6192 m² more or less being Lot 4 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19119.
- 5. 6613 m² more or less being Lot 5 Deposited Plan 304819 being all of the land described in Certificate of Title OT19120.
- 6. 6475 m² more or less being Lot 6 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19121.
- 7. 6218 m² more or less being Lot 7 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19122.
- 8. 8719 m² more or less being Lot 8 Deposited Plan 304819 being all of the land described in Certificate of Title OT19123.
- 9. 14.5954 hectares more or less being Lot 10 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19124.
- 10. 6.4847 hectares more or less being Lot 11 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19125.

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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem180jm

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

Insert below "Mortgage", "Transfer", "Leas									
Transfer	Dated	3	April	2002	Page	4	of	25	Pages

- 11. 5.1731 hectares more or less being Lot 12 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19126.
- 12. Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 being all of the land described in Certificate of Title OT 19127.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem 180jm

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease	e" etc						
Transfer	Dated	3	Annil	2002	Page !	5 of 25	Page

#### **SCHEDULE B**

To comply with the following covenants for the purpose of operating a Water Supply Scheme ("the Water Scheme") for the benefit of both the Dominant and Servient Lots whereby it is agreed that the Servient Lots shall be supplied with permanent water supply of not less than those amounts specified in Schedule E hereto from the Water Supply Scheme with the consent of the Otago Regional Council. The purpose of such covenants being to ensure that the costs of operating and maintaining the Water Supply Scheme are shared equally by the registered proprietors of each of the Dominant Lots.

#### 2. Definitions

"the Water Scheme" The Water Supply equipment and infrastructure installed and owned by the Company.

"the Company" Pure H20 Cardrona Limited a duly incorporated company having its registered office at Wanaka.

"Operating Expenses" means all costs and expenses incurred or likely to be incurred in the operation of the Water Scheme and includes (without limiting the generality of the foregoing) all charges for water rights electricity or any other means used to operate or fuel the operation of the Water Scheme.

"Water Supply and Service Agreement" means the agreement to be entered into between the Company and the Dominant Tenements independently of this Deed.

#### Installation of Water Supply Scheme

3. The Company has installed the Water Scheme.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfe	er", "Lease" etc
	Dated 3 April 2002 Page 6 of 25 Pages
dome	Water Scheme shall serve each parcel of land described in Schedule A hereto with a supply of estic water and will supply each Dominant Lot with a permanent potable water supply of that unt specified in Schedule E hereto.
draw on ea Quee	registered proprietors of each parcel of land detailed in the Schedule A hereto shall be entitled to water from the Water Scheme for domestic supply only. Such registered proprietors shall install ach parcel of land at their own cost a 23,000 litre concrete water tank in accordance with the enstown District Council subdivision consent conditions. The Company shall at its costs install on parcel of land a water meter.
	varranty as to the availability and uninterrupted supply of water or the suitability of the Water me is given or shall be implied on behalf of the Transferor or the Company.
that e	Fransferee Transferor and the Company acknowledge that there is a need to conserve water and each party shall use its best endeavours to utilise water supplied from the Water Scheme in an omic manner.
The C	Company
(a)	Shareholding
	The capital of the Company comprises thirteen (13) ordinary one dollar (\$1.00) shares. The Company will transfer to each of the Registered Proprietors of the lands described in Schedule A hereto one (1) share in the capital of the Company.
	The I draw on e each No w Sche that e econo

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jcml 80jm JAL, AP

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Transfer	Dated	3	April	200 Z	Page	7 of	25	Pages
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#### (b) Membership

The Registered Proprietors of the lands described in Schedule A hereto when registered as a holder of a share in the Company will be bound by the constitution of the Company and will when transferring title to the lands described in Schedule A hereto contemporaneously execute in favour of the transferee of the land a transfer of all its right title and interest in the share in the Company. Such Registered Proprietor will notify any immediate transferee of that transferee's obligation to take a transfer of the Registered Proprietors share in the Company.

#### 9. Company Liable for Operation

- (a) To ensure the efficient and orderly operation and maintenance of the Water Scheme the Company will:
  - (i) Arrange all necessary maintenance, servicing, repairs and replacement of the components of the Water Scheme to ensure the continuous operation of the Water Scheme.
  - (ii) Arrange receipt and payment of all electricity and water charges and other payments necessary to ensure the continuous operation of the Water Scheme.
  - (iii) Arrange for the Registered Proprietors of the lands described in Schedule A hereto to contribute their respective share to the Operating Expenses of the Water Scheme the amount and frequency of such contributions shall be determined by the Company. Such contributions may include advance payments to provide a fund to meet future expenditure.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

In for

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Auckland District Law Society REF 4120 Jem I 80jm

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"Mortgage", "Transfer", "Lease" etc.	i

Transfer Dated 3 A-pril 2002 Page 8 of 25 Pages

(iv) Maintain a separate bank account for all of the receipts and payments relating to the Operating Expenses of the Water Scheme and the Registered Proprietor's contributions on account thereof and keep full and proper records thereof which shall be available for inspection at any reasonable time by any user upon written request being made. Ī

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- (b) For the purposes of this clause the Company may require all those Registered Proprietors to pay by bank automatic payment or otherwise into the said bank account a regular payment on account of maintenance and Operating Expenses to be incurred by those proprietors all such moneys to be applied in payment of such costs and being non-refundable to any Registered Proprietor except in the case of mistake being made. Any such requirement made pursuant to this sub clause shall be a binding obligation of such Registered Proprietors for the purposes of this Deed.
- (c) The Company may charge a fee for carrying out the Company's duties pursuant to this deed such fee to be based upon time spent at a reasonable hourly rate and to be charged to reimburse the Company for such time spent. The Company may also engage other persons to act as its agent in the carrying out of all or part of such duties. The fee charged by the Company and/or the person carrying out such duties shall be deemed to be an Operating Expense.

#### Water and Service Agreement

10. (a) The Transferee will upon transferring title to the lands described in Schedule A hereto procure the immediate transferee of the land to enter into and execute a Water and Service Agreement as shall be extent at the date of transfer of the land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem 180jm

nsfer		Dated 3 April 2002 Page 9 of 25 Pages
	(b)	The Registered Proprietors of the lands described in Schedule A hereto shall be bound by the
		terms of the Water and Service Agreement and shall when transferring title to the lands
		described in Schedule A hereto procure the immediate transferee of the land to enter into and
		execute such Water and Service Agreement as shall be extant at the date of transfer of the
		land.
	(c)	The Water and Service Agreement referred to in subclauses (a), and (b) of this Clause shall
		provide for and secure the Company's obligation to undertake and discharge and to carry out
		those functions specified in Clauses 9(a)(i) to (iv) hereof any may include such other functions
		or matters as the Registered Proprietors of the lands described in Schedule A hereto and the
		Company may from time to time agree.
Owne	rship of	Water Scheme and Components
Owne	·	
	·	Water Scheme and Components
11.	·	f Water Scheme and Components cheme and Scheme components shall be the property of the Company.
11.	The S	f Water Scheme and Components cheme and Scheme components shall be the property of the Company.
11. Rights	The S	F Water Scheme and Components  cheme and Scheme components shall be the property of the Company.  Parties
11. Rights	The Son the	F Water Scheme and Components  cheme and Scheme components shall be the property of the Company.  Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:
11. Rights	The Sof the The re	r Water Scheme and Components  cheme and Scheme components shall be the property of the Company.  Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;
11. Rights 12.	The Sof the The re	r Water Scheme and Components  cheme and Scheme components shall be the property of the Company.  Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;
11. Rights 12.	The Softher The read (a)	cheme and Scheme components shall be the property of the Company.  Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;  The right to have serviced and maintained by the Company the Water Scheme.
11. Rights 12.	The Softher The read (a) (b)	cheme and Scheme components shall be the property of the Company.  Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;  The right to have serviced and maintained by the Company the Water Scheme.  The parties acknowledge that easements to convey water and electricity have been created

Auckland District Law Society REF 4120 Jem I 80jm

Document Set ID: 6479928 Version: 1, Version Date: 09/04/2020

insert below			
"Mortgage",	"Transfer",	"Lease"	etc

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Transfer	Dated	?	April	2002	Page	10	of	25	Pages
	i				)	10	- (		

Transfer, but the Transferee covenants that they will execute and join in executing all further documents plans or deeds as may be required to create further easements or rights necessary to enable the Company to convey the water and electricity to the Dominant Lots.

- (b) The Transferor warrants that the appropriate easements or rights referred to in (a) of this clause have been created with the intent that the Water Scheme shall not be impeded restricted or interrupted.
- (c) (i) The Company holds Water Right No. 98181
  - (ii) The Company hereby acknowledges that it holds the said water right for itself and upon trust for the time being of each of the registered proprietors of the Dominant Lots and their executors, administrators, assigns and successors in title who are entitled to use the Water Scheme pursuant to this Transfer.

#### Obligations of the Parties

- 14. The registered proprietors of the land subject to this Transfer shall:
  - (a) Enter into a Water and Service Agreement with the Company pursuant to Clause 10 hereof.
  - (b) Pay upon demand their share of the Operating Expenses of the Water Scheme in accordance with the provisions hereof.
  - (c) The Operating Expenses of the Water Scheme shall be borne by the Registered Proprietors of the lands described in Schedule A equally.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem 180jm

	Annexure Schedule
nsert below	
'Mortgage", "Transfer", "Lease" etc	1 6

Transfer Dated 3 April 2002 Page 11 of 25 Pages

- (d) Each Registered Proprietor of the lands described in Schedule A hereto shall be liable for his share of the Operating Expenses of the Water Scheme from the date of his connection to the Water Scheme which expenses shall be payable upon demand without deduction.
- (e) Where any damage to the Water Scheme or any part of it is caused by neglect or default of one of the parties hereto their agents invitees or assignees then that party or those parties shall bear the costs of remedying such damage.
- (f) Each Registered Proprietor of the land described in Schedule A hereto shall pay to the Company a connection fee prior to the date of connection, the quantum of such fee to be determined by the Company, and include but not be limited to the costs of installation on the land of the Registered Proprietor a water meter pursuant to Clause 5 hereof.
- (g) For the purposes of this Clause joint registered proprietors of one piece of land shall be deemed to be one Registered Proprietor.
- 15. The registered proprietors of the land subject to this Transfer shall not raise or lodge any objection or submission to any application for a renewal of or a further water permit in connection with the Water Scheme or a land use consent for any structure used in connection with the Water Scheme in respect of any of the land detailed in Schedule A hereto.

16 - 28

#### Default

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Auckland District Law Society REF 4120 Jem 180jm

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Transfer	Dated	3	April	2002	Page	12	of	25	Pages

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- 17. If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this Transfer the following provisions shall apply:
  - (a) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than fourteen days from service of the default notice the provisions of this default clause shall apply.
  - (b) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
    - (i) Perform such obligation.
    - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the Water Scheme.
    - (iii) Enter on to the land owned by the defaulting party or any other land subject to this Transfer and carry out all work required to perform such obligation and/or disconnect the land owned by the defaulting party from the Water Supply Scheme.
  - (c) The defaulting party shall be liable to pay to the affected party:
    - (i) All costs of and incidental to the preparation and service of the default notice.
    - (ii) All costs of and incidental to any such disconnection.
    - (iii) The proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this Transfer

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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer	Dated	3	April	2002	Page	13	of	25	Pages

- (e) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- (f) If the Water Scheme to the land owned by the defaulting party is disconnected pursuant to this clause, the defaulting party may not reconnect or have reconnected such Water Scheme until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

#### **Further Subdivision and Further Connections**

- 18. The Transferor may further subdivide that land contained in Certificate of Title OT 19127. Any lot created by such subdivision may be connected to the Water Scheme. Such lots may have a commercial or other land use and the amount drawn shall be as each lot requires for its use.
- 19. The Transferor and/or the Company may enter into agreements with the owners of land not included in this transfer to provide water to that owners land in such quantity as may be agreed upon.
- 20. The Transferor and/or the Company shall ensure that all land connected to the Water Scheme pursuant to clauses 18 and 19 shall be subject to this covenant.
- 21. Nothing in clauses 18 and 19 above shall permit the Transferor and/or the Company or any other person to draw an amount of water that shall effect each allotments entitlement pursuant to this deed to draw the water entitlements specified in Schedule E (unless in time of drought or other breakdown).
- 22. The Transferee by entering into this instrument shall be deemed to covenant to pay to the Company the Operating Expenses. All such Operating Expenses shall be fixed, established and collected from time to time as set out herein.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer Dated 3 April 2002 Page 14 of 25 Page

23. Contributions levied for Operating Expenses by the Company shall be used exclusively for the purposes of ensuring appropriate funding for any business of the Company as defined by the Constitution of the Company.

#### 24. Establishing the Level of Contributions

Each financial year, the Company shall estimate the Operating Expenses to be incurred by the Company during each year in performing its functions, including without limitation a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Contributions sufficient to pay such costs shall then be levied as herein provided, and as between the shares, the amount of the contributions levied against each share shall be equal and uniform. The level of contributions set by the Company shall be final and binding. If the sums collected proved inadequate for any reason, including non payment of any individual contributions, the Company may at any time, and from time to time, levy for further contributions in the same manner as aforesaid. All such regular contributions shall be due and payable by the said registered proprietors to the Company during the financial year in equal monthly, quarterly, semi-annual, annual, or other periodic instalments, as the directors of the Company shall determine in their sole discretion, on or before the first day of the applicable period.

#### 25. Due Date of Contribution

The first contribution shall become due and payable in accordance with the periodic payment schedule established by the directors of the Company in accordance with Clause 24. Payments shall be considered in arrears if not paid within 28 days after their due date.

26. Late Charges

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer	Dated	3 April	2052	Page 1	L5 of	25	Pages

If any contribution is in arrears the registered proprietor may be required by the Company to pay a late charge including interest at 2% per month at such rate as the directors of the Company may designate from time to time, and such late charge (and any reasonable handling costs therefore) shall be a charge upon the land to which the contribution relates, collectable in the same manner as herein provided for collection of contributions.

#### 27. Personal Obligation for Payment of Contributions

The contributions and late charges provided for herein shall be the personal and individual debt of the registered proprietor.

#### 28. Encumbrances to Secure Contributions

All sums assessed or charged in the manner provided in this section but unpaid, together with all costs and expenses of collection, including reasonable legal fees, shall be, secured by the Memorandum of Encumbrance For Securing Contributions and shall constitute a charge on or against the land covered by such contribution or charge, which shall bind such land in the hands of the Transferee, and the Transferee's executors, successors or assigns. The obligation to pay contributions hereunder is part of the purchase price of the land when sold. The Transferee of a Lot and the Transferor whilst it remains an Owner shall execute the Memorandum of Encumbrance (in the form referred to in Schedule G hereto) at the same time as he executes this instrument. Such Encumbrance shall be in favour of the Company to secure the payment of contributions and shall be superior to all other liens and charges against the land, except only for sums secured by a Mortgage securing sums borrowed for the purchase of or improvements on the land. The Company shall have the power to subordinate the aforesaid Encumbrance to any other lien encumbrance or charge. Such power shall be entirely discretionary with the directors of the Company and such subordination must be signed by an officer of the Company.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer Dated 3 April 2002 Page 16 of 25 Pages

#### SCHEDULE C

#### The Transferee shall:

1.

- (a) not submit in opposition nor permit nor suffer any agent or servant or any other representative howsoever to submit in opposition nor support any submission in opposition to:
  - (i) any present or future application for any resource consent made by the Transferor or made on the Transferor's behalf or supported in part or in full by the Transferor to subdivide any of the Transferor's land, whether such land comprises the Dominant or Servient Lots, or adjoins any of them;
- (b) The Transferee shall not withhold the Transferee's consent to:
  - (i) any approval dispensation or consent required in connection with any application for a resource consent or approval made or supported by the Transferor or on its behalf in connection with the Transferor's proposal to further subdivide any of its land, whether such land comprises the Dominant or Servient Lots, or adjoins any of them;
- The Transferor shall not permit any building platform on the land in Certificate of Title OT 19127 to be located within a distance of 100 metres from that part of the legal boundary of the land in Certificate of Title OT 19125 that adjoins the land in Certificate of Title OT 19127.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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## Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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		SCHEDULE D
		GENERAL PROVISIONS
No Inte	rferenc	ee
1.	other a	rty shall do any act which impedes interferes with or restricts the rights of any other party authorised persons in relation to this Transfer AND IN PARTICULAR no party other than any shall interfere with the Water Scheme without the consent of the first having been obtained.
This Tr	ansfer	Shall Enure for All Time
2.		ovenants rights and obligations contained in this Transfer shall endure for all time for the ber urden as appropriate of all the lands owned by the parties to this Transfer and every p f.
Costs		
3.	All cos	sts of and incidental to the preparation and registration of this Transfer shall be bome by feror.
Liabilit	ly only	Incurred by Registered Proprietor
4.		
	(a)	A registered proprietor shall only be liable pursuant to this Transfer for liabilities and/or carising pursuant to this Transfer prior to the date that such registered proprietor ceases to registered as proprietor of the land in respect of which the liabilities and/or costs arise.

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Transfer	Dated	3	April	SCOS	Page 18	of 25 Pages

- (b) The registration of a transfer of a registered proprietor's interest in any land subject to this Transfer shall not operate to relieve the transferor from any liability arising pursuant to this Transfer prior to the date of registration of such Transfer.
- (c) The Transferor will prior to transferring or assigning any of the Lots comprising the Servient Lots, obtain from any transferee or assignee of any such Lot or Lots a covenant to the effect that such transferee or assignee will contribute to the costs of operating and maintaining the Water Scheme, such costs to be shared by the number of separate Lots using the said Water Scheme equally and such covenant shall bind such assignees to the provisions hereof.
- 5. The Transferor reserves the right to itself to sell, lease, develop, operate or otherwise deal with any Lot comprising the Servient Lots, subject to any conditions that the Transferor sees fit PROVIDED THAT all Lots which use the Water Scheme and any Lots on which any part of the Water Scheme are situated shall only be sold transferred or leased subject to the stipulations provisions obligations and restrictions imposed by this Transfer AND PROVIDED THAT where the Transferor proposes the waiver of any of the provisions of this Transfer, such waiver must first be referred to all existing Lot owners for their consent, and such consent shall not be unreasonably withheld.
- 6. <u>Alternative Dispute Resolution Process</u>. If any party believes that a dispute between them has arisen regarding the covenants rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:
  - (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Auckland District Law Society REF 4120 Jem 180jm . ....

### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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Transfer	Dated	3	April	2002	Page	19	of	25	Pages

- (b) If the parties cannot reach agreement on:
  - (i) the dispute resolution process and procedures to be adopted for resolving the dispute; and
  - (ii) the timetable for all steps in that process; and
  - (iii) the selection and compensation of the independent person required for such technique they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the president of the Otago District Law Society.
- (c) The parties shall not use any information or documents obtained through this alternatively dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 37.
- (d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.

7.

- (a) If, following the procedures to resolve any dispute between the parties contained in clause 6 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.
- (b) If the dispute is referred to arbitration under this clause then:
  - (i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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Transfer	Dated	3	April 2002	Page 20 of 25 Pages			

- (ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.
- 8. A written notice to be sent pursuant to the terms of this instrument shall be:
  - (a) Delivered to that person; or
  - (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
  - (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

9.

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.
- 10. A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 11. A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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Transfer Dated 3 April 2002 Page 21 of 25 Pages

#### SCHEDULE E

#### **WATER ENTITLEMENTS**

Lot 1 DP 304819	1000 litre/day
Lot 2 DP 304819	1000 litres/day
Lot 3 DP 304819	1000 litres/day
Lot 4 DP 304819	1000 litres/day
Lot 5 DP 304819	1000 litres/day
Lot 6 DP 304819	1000 litres/day
Lot 7 DP 304819	1000 litres/day
Lot 8 DP 304819	1000 litres/day
Lot 10 DP 304819	1000 litres/day
Lot 11 DP 304819	2000 litres/day
Lot 12 DP 304819	1000 litres/day
Balance Lot Certificate of Title OT 19127	Maximum usag

Maximum usage is balance water supply/capacity available after Lots 1 to 12 have been supplied with their maximum entitlements.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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#### **SCHEDULE F**

### MEMORANDUM OF ENCUMBRANCE FOR SECURING A SUM OF MONEY Section 101 Land Transfer Act 1952

The registered proprietor named and described in the Schedule hereto as proprietor of the land ("the land") described in the Schedule and desiring to render the land available for the purpose of securing to and for the benefit of Pure H2O Cardrona Limited (hereinafter called "the Encumbrancee") the sum of money referred to in the Schedule ("the sum of money")

DO HEREBY ENCUMBER the said land for the benefit of the Encumbrancee with the sum of money to be raised and paid at the times and in the manner as the Encumbrancee shall decide pursuant to a Transfer creating Land Covenants dated 2002 (hereinafter called "the Land Covenants") (a day of copy of which is attached hereto).

PROVIDED ALWAYS that the liability of any given registered proprietor hereunder is limited to obligations and liabilities accruing during their time as registered proprietor and ceases (except for any obligation or liability which has arisen during their time as registered proprietor) upon transfer of the land.

PROVIDED ALSO that if and whenever the obligations set out in the said Land Covenants shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee.

AND SUBJECT as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 1952.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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Transfer	Dated 3	April 2002	Page 23 of 25 Pages
<u>IN WITNESS</u> whereo	f these presents have be	een executed this day of	2002
EXECUTED by the reg	gistered proprietor)		
named and described	in the Schedule	)	
hereto		)	
•		)	•
(by the affixing of its s	eal)	)	
in the presence of:		)	
ŗ			
		Correct for the purposes	of the Land Transfer
		Act 1952	
			and the second s
		Solicitor for the Encumbra	ancee
	SCHEDULE TO M	EMORANDUM OF ENCUME	RANCE
REGISTERED PROPI	RIETOR:		
			•
LAND:	,		
(a) Registration	District - Otago		
(b) Land			
V-1	Area	Description	Title Reference
		·	

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

insert below "Mortgage", "Transfer", "Lease	" etc .					
Transfer	Dated	_ ک	April	2002	Page 24 of 25 Pa	iges

SUBJECT TO AND TOGETHER WITH the easements covenants restrictions and conditions as set out on the title.

The sum of money is the sum of such Contributions as shall be levied and fixed in each year during the continuance of the Land Covenants by Pure H20 Cardrona Limited ("the Company") in respect of the land together with any other charges, in relation thereto as are fixed and made by the Company pursuant to the provisions of the Land Covenants to be raised and paid at the times and in the manner set out pursuant to the provisions of the Land Covenants and are notified by the Company to the registered proprietor from time to time.

SIGNED for and on behalf of

as Transferee by:

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## Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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	ONSENTS to	the wi	ithin land cov		ominant land pursuant to Mortgage prejudice to its rights and remedies
"Continuation of Attes  SIGNED for and on beh  CARDRONA HOLDING  As Transferee by:	alf of	) )		M. H. Lae Director John Ke Director	e_
this Annexure Schedule is us	ed as an expa	nsion c	emurlani na to	nt, all signing p	arties and either their wilnesses or th

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### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

# I STEPHEN MARK RHODES Zealand HEREBY CERTIFY:

Manager Lending Services of Auckland in New

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

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

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

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

Mhoch

DATED at Auckland this

21st day of

March 2002

Document Set ID: 6479928 Version: 1, Version Date: 09/04/2020 Approved by Registrar-General of Land under No. 1995/1003EF

### **TRANSFER**

Land Transfer Act 1952



Law Firm Acting	
Macalister Todd Phillips Bodkins	
• ~	

Auckland District Law Society

This page is for Land Registry Office use only. (except for "Lew Firm Acting")

Document Set ID: 6479928 Version: 1, Version Date: 09/04/2020

Consent No: 98181\_V1

### WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name:

[John Lee] transferred 27.9.02

Pure H<sub>2</sub>O Cardrona Limited

Address:

[c/ Clarke Fortune McDonald, 309 Lower Shotover Street, Queens town]

C/- Waiorau Snow Farm, Cardrona, R D 1, Wanaka

to take surface water

for the purpose of supplying eight twelve lots with domestic and irrigation water

for a term expiring 1 August 2018

Location of activity: Pringles Creek, Cardrona

Legal description of land adjacent to point of abstraction: Lot 1 DP21223

Map reference: NZMS 260 F41:942-853

### Conditions:

- That the total abstraction authorised by this permit shall not exceed:
  - (a) 5 litres per second
  - (b) 24 000 litres per day
- The intake shall be screened so as to prevent the ingress of small fish and elivers. 2.
- No abstraction, other than for potable water supply, shall occur when flows in the 3. Cardrona River are less than 580 littles per second at the Otago Regional Council low flow gauging site (Mt Barker) at Grid Reference NZMS 260:F40:029993.
- This permit shall be exercised under the control of any Water Allocation 4. Committee established by the Regional Council which operates in the Cardrona River catchment.
- The consent holder may, in accordance with Section 127 of the Resource 5. Management Act 1991, apply to the consent authority to review the conditions of this consent for the purpose of revising the minimum flow restriction, if a regional plan is adopted which sets a different minimum flow to that on the consent.
- The consent authority may, in accordance with Section 128 of the Resource 6. Management Act 1991, serve notice on the consent holder of its intention to

Document Set ID: 6479928 Version: 1, Version Date: 09/04/2020

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review the conditions of this consent for the purpose of revising the minimum flow restriction, if a regional plan is adopted which sets a different minimum flow to that on the consent.

Issued at Dunedin this 7<sup>th</sup> day of September 1998
Reissued at Dunedin this 25<sup>th</sup> day of February 2002 to reflect variation of purpose.
Reissued at Dunedin this 8<sup>th</sup> day of October 2002 to reflect transfer of holder.



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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952, El 6378833.1 Easement Approval C

Surname(s) must be underlined or in CAPITALS.

Land registration district

OTAGO

Grantor

Charles Layton ROBERTS and Chris	stine Jennifer ROBERTS
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS.
AURORA ENERGY LIMITED	
Grant* of easement or profit à prendre or	creation or covenant
Grantee (and, it so stated, in gross) the e	for of the servient tenement(s) set out in Schedule A, grants to the assement(s) or profit(s) à prendre set out in Schedule A, or creates with the rights and powers or provisions set out in the Annexure
Dated this 29 <sup>th</sup> day of M	grah 200/15
Attestation	195
	Signed in my presence by the Grantor
Moberts.	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name COSCT COCINS  Occupation BANKER
Signature common seal] of Grantor	Address 20 MT PLEASANT RO ALO VALLEY.
AURORA ENERGY LIMITED by its Attorney	Signed in my presence by the Grantee
Stephen McCaughan Wilson	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Margaret Anne Latimer
Miller	Occupation Personal Assistant  Dunedin  Address
Signature [common seal] of Grantee	
Certifled correct for the purposes of the Lan	nd Transfer Act 1952.
	[Solicitor/for] the Grantee
If the consent of any person is required for the gr	
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY	Ref Code: 203625,172

Document Set ID: 6479927 Version: 1, Version Date: 09/04/2020

### Annexure Schedule 1

Approval 02/6055EF
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Easement	instrument

Dated 29 March

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Page 1 of

A5 pages

<u>...</u>

#### Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Electricity	"Z" on Deposited Plan 304819	19124	in gross
,			

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.

	hts and powers implied in specific classes of easement are those ons 2002 and/or the Ninth Schedule of the Property Law Act 1952.
All rights and powers and <del>The</del> implied rights and powers are <del>[varied</del>	and {
-{Memorandum-number	, registered under section 155A of the Land Transfer Act 1952].
[the provisions set out in Annexure Sched	ule 2].

### Covenant provisions

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

The provisions applying to the specified co	ovenants are those set out in:
[Memorandum number	, registered unuer section 155A of the Land Transfer Act 1952
[Annexure Schedule 2].	

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

REF: 7003 -- AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479927 Version: 1, Version Date: 09/04/2020 

### Annexure Schedule

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

asement	Dated	29 March	2005	Pa

age 2 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

#### **Annexure Schedule 2**

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CONTINUATION OF "EASEMENTS OR PROFITS  $\lambda$  PRENDRE RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)"

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:-

To convey electricity under and through the soil of that part of the land in Certificate of Title 19124 marked "Z" on Deposited Plan 304819 (hereinafter referred to as "the electricity cable easement").

(the said Certificate of Title 19124 is hereinafter referred to as "the servient land").

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY

### A. ELECTRICITY CABLE EASEMENT

### The Grantee shall have the right

- (a) To lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes and ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easement.
- (b) To lay, place, inspect, repair, maintain, renew, upgrade and replace on and under the electricity cable easement such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said conduits, cables, pipes and ancillary equipment.
- (c) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the servient land as may be necessary to secure access to the electricity cable easement and the said conduits, cables, pipes and ancillary equipment and on such parts of the servient land as may be necessary for the purpose of laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said conduits, cables, pipes and ancillary equipment together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the servient land as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

### The Grantor covenants with the Grantee

(a) Not to place any building or plant any tree or shrub on the electricity cable easement without the prior written consent of the Grantee.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479927 Version: 1, Version Date: 09/04/2020 sement

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### Annexure Schedule

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

mortgage , Transfer , Lea	se" etc	
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- (b) To take all reasonable steps to ensure that their tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said conduits, cables, pipes and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or their tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (c) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.
- 2. The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall
  - (a) Cause as little damage as possible to the servient land and the occupiers of the servient land;
  - (b) Restore the servient land as near as reasonably possible to its previous condition;
  - (c) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
  - (d) Not except while work is being carried on upon the servient land leave any rubbish or debris or obstruction.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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Approved by Registrar-General of Land under No. 2002/5032

### **Annexure Schedule**

insert type of instrum	
"Mortgage", "Transfe	r", "Lease" etc

Easement

ated 29 March 200

Page 4 o

Page

(Continue in additional Annexure Schedule, if required.)

ANZ NATIONAL BANK LIMITED as Mortgagee under Mortgage No 5376690.1 hereby consents to the registration of the within easement.

**DATED** this

day of 0 3 FEB 2005

2004

ANZ National Bank Limited

RIZWAAN IFTIKAR KHAN

KERRY LEE DYER BANK OFFICER AUCKLAND

It is certified that on 26 Issue 2004 The National Bank of Hew Zedand Limited was amalgamented with ANZ Banking Group (New Zedand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ Mational Bank Limited (as the amalgamented company) under Part XIII of the Companys Au 1993.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

=

- I, Rizwaan Iftikar Khan Manager Lending Services of Auckland in New Zealand certifies that:
- By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

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

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

- On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being deaft with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services
  Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
- At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**DATED** at Auckland this

day of 0 3 FEB 2005

2005

Rizwaan Iftikar Khan

THE NATIONAL BANK OF NEW ZEALAND, PART OF ANZ NATIONAL BANK LIMITED

### **Annexure Schedule**

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



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Page 5 of 5 pag

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(Continue in additional Annexure Schedule, if required.)

### C ERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON of Dunedin Corporate Services Manager hereby certify—
  - That by Deed dated 26 November 2003 AURORA ENERGY LIMITED
     having its registered office at 10 Halsey Street, Dunedin ("the Company")
     appointed me as its Attorney on the terms and subject to the conditions
     set out in the said Deed.
  - 2. That at the date hereof I have not received any notice or information of the revocation of that appointment.
  - 3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

SIGNED at Dunedin this
200 Aday of Marsh

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Land Information New Zealand Lodgement Form Priority Order ASSOCIATED FIRM: Uplifting Box Number: 9 Landonline User iD: GST Registered Number 17-022-895 S 4 ω 2 Client Code / Ref: LODGING FIRM: Macalister Todd Phillips Bodkins LINZ Form P005 - PDF Fees Receipt and Tax Invoice 19124 LiNZ Form P005 Address: CT Ref: Type of Instrument Ͳ 326266.12 - JEM macalistertpbqu P O Box 653 Queenstown SPHJ 83 Original Signatures C Roberts / Aurora Energy Ltd Names of Parties Annotations (LINZ use only) DOCUMENT OR SURVEY FEES Traverse Sheets (#) Calc Sheets (#) Field Notes (#) Survey Report Survey Plan (#) Title Plan (#) HEREWITH 50.00 Other (state) MULTI-TITLE FEES Plan Number Pre-Allocated or to be Deposited; Rejected Dealing Number: Dealing /SUD Number: (LINZ Use only) Pricetty Bercode/Date Stamp (LINZ use only) NOTICES ADVERTISING Less Fees paid on Dealing # NEW TITLES Cast/Cheque enclosed for OTHER FOR DEPOSIT ONLY 11/04/2005 11:43 CHEQUE Subtotal (for this page) Total for this dealing RE-SUBMISSION & PRIORITY FEE Version 1.7: 28 May 2004 000000#6432 0001 \*50-00 FEES \$
GST INCLUSIVE \$50.00 \$50.00 \$50.00 \$50.00

Document Set ID: 6479927 Version: 1, Version Date: 09/04/2020

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

Easement Instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6410003.4 Easement | Ser General o Land registration district Cpy-01/01,Pgs-004,05/05/05,15:33 Approval ) 02/6055EF) 3 OTAGO Grantor Surname(s) mus Charles Layton ROBERTS and Christine Jennifer ROBERTS Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA ALPINE DEVELOPMENTS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure **Dated** this January day of 200g **Attestation** Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Andrew Clarke Cofferrell Solicitar Occupation Address Signature [common seal] of Grantor Signed in my presence by the Grantes KKUÙS Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Émina Jane Wills Executive Assistant Occupation **Address** Auctional Signature [common seal] of Grantee Certified correct for the purposes of the Land Transfer Act 1952. [Solicitor for] the Grantee \*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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



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			1013		
Easement Instrument	Dated	F	Page 1 of 2 pages		
Schedule A		(Continue in additional Ai	nnexure Schedule if required.		
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifler/CT)	Dominant tenement (Identifier/CT or in gross)		
Right of Way	Z on DP 304819	Lot 6 DP 344432 CT OT 182391	Lot 6 DP 26816 CT OT 18D/533		
ş					
Delete phrases in [ ] and insert memorandum number as required.  rights and powers (including Continue in additional Annexure Schedule if terms, covenants, and conditions) required.					
Unless otherwise provide prescribed by the Land Tr	d below, the rights and pow ansfer Regulations 2002 and	ers implied in specific class for the Ninth Schedule of the	ses of easement are those e Property Law Act 1952.		
The implied rights and pov	wers are [varled] [negatived	l] [added to] or [substitute	d] by:		
[Memorandum number	, register	red under section 155A of th	e Land Transfer Act 1952].		
[the provisions set out in A	Annexure Schedule 2].				
Covenant provisions  Delete phrases In [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.					
The provisions applying to the specified covenants are those set out in:					
[Memorandum number , registered under section 155A of the Land Transfer Act 1952]					
[Annexure Schedule 2].					
All signing parties	s and either their witnesses	s or solicitors must sign o	r initial in this box		
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REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



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

- I, Rizwaan Iftikar Khan Manager Lending Services of Auckland in New Zealand certifies that:
- By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland Blenheim Christchurch	as No. as No. as No.	D.016180 186002 A.256503.1	Hokitika Invercargill	as No. as No.	105147 242542.1
Napier Dunedin Gisborne Hamilton	as No as No. as No. as No.	644654.1 911369 G.210991 B.355185	Nelson New Plymouth Wellington	as No. as No. as No. I	359781 433509 3.530013.1

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

- On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
- At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**DATED** at Auckland this

day of

1 1 JAN 2005

2005

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Rizwaan Iftikar Khan

THE NATIONAL BANK OF NEW ZEALAND, PART OF ANZ NATIONAL BANK LIMITED

Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195 El 8079074.1 Easemen al. General Land registration district OTAGO Grantor Surname(s) must be underlined or in CAPITALS. MT CARDRONA STATION LIMITED Grantee Surname(s) must be underlined or in CAPITALS. LITTLE BO PEEP SHEEP COMPANY LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). the 17th day of Dated this February 2009 Attestation Mt Cardrona Station Limited Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Director Emma Wills Occupation Executive Assistant Address Auckland Signature [common seal] of Grantor Little Bo Peep Sheep Company Limited Signed in my presence by the Grantee Director Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Director Emma Jane Kitto

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

[Solicitor for] the Grantee

Legal Executive

Wanaka

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

Occupation

**Address** 

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seai] of Grantee



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		Aimexure	Schedule 1	E. ADIS-10
asement instrument	Dated			Page 1 of 2 pages
chedule A			(Continue in additional	Annexure Schedule if required
Purpose (nature and extent) of easement, profit, or covenant	Shown (pl	an reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant			Identifiers 182388 and 182390	Identifiers 171612 and 115127
asements or <i>profits à pr</i> ghts and powers (includerms, covenants, and co	ding inditions) ed below, the	rights and po	number as required. Continue in additional required. wers implied in specific cla	and insert memorandum  Annexure Schedule if  asses of easement are those the Property Law Act 1952.
The implied rights and po		ied} (negative	d] [added to] or [substitu	tod] by:
{Memorandum number {the provisions set out in	Annexure Sch		ered under section 166A of	the Land Transfer Act 1952].
ovenant provisions	sert memorai		as required.	
Delete phrases in [ ] and in Continue in additional Anne				
elete phrases in [ ] and in	exure Schedul		re those set out in:	
Pelete phrases in [ ] and in Continue in additional Anne	exure Schedul	d covenants ar		the Land Transfer Act 1952]

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Dated

### Annexure Schedules

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

Easement

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(Continue in additional Annexure Schedule, if required.)

- The Grantor shall neither submit in opposition nor permit nor suffer any agent or servant or any other representative of the Grantor howsoever to submit in opposition nor support in any way whatsoever any submission in opposition to any present or future application (including but not limited to an application for any resource consent) or submission made by the Grantee or any company in which either John Allendale Lee or Mary Helen Lee are a shareholder or director, or made on behalf of the Grantee, or supported in part or in full by the Grantee in connection with any proposal to subdivide, re-zone or develop the Dominant Tenement or any other land owned by the Grantee in the Cardrona Survey District whether now or in future (such other land being known as "the Further Land").
- The Grantor shall not withhold any dispensation or consent required in connection with any application (including but not limited to an application for a resource consent or approval) or submission made or supported by the Grantee or on behalf of the Grantee in connection with any proposal to further subdivide, rezone or develop the Dominant Tenement or the Further Land.
- The Grantor shall not oppose the Grantee's interest in any appeals arising from any of the matters contained mentioned or referred to in paragraph 1 or 2 of this covenant.
- The Servient Tenement will be bound by the stipulations and restrictions in this Land Covenant set out herein and the registered proprietor for the time being of the Dominant Tenement and/or the Grantee's may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Tenement and their successors in title.
- That the Grantor does hereby covenant and agree in the manner set out herein in that this Land Covenant runs with the Servient Tenement and any lots created out of the Servient Tenement and shall bind all successors in title and assignees of the Grantor for the benefit of the Dominant Tenement and the Grantee and its successors in title and assignees of the Dominant Land.
- 6 The Grantor shall, at its own cost and expense in all things:
  - a. forthwith arrange for this Covenant to be registered in favour of the Dominant Tenement against the title to the Servient Tenement. If the document provided for registration is rejected by LINZ, the Grantor shall forthwith do all things required, including without limitation executing any replacement documents (as reasonably required by the Grantee) necessary or desirable to achieve registration of the obligations contained within this Covenant over the Servient Tenement in favour of the Dominant Tenement, whether such documents shall include covenants, encumbrances, caveats or other documents whatsoever.
  - b. when required by the Grantee, forthwith arrange for execution and registration of a land covenant in the same terms as this Covenant (with any necessary consequential amendments) over the Servient Tenement in favour of any Further Land. In the event of any such document being rejected for registration, the provisions of clause 7(a) shall apply to such rejection.
- 7 The parties shall do all things and execute all documents necessary to given effect to the terms of this Covenant.

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

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



...

Insert type of instrument "Caveat", "Mortgage" etc Land Covenant Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Mortgagee under Mortgage No. 7911960.2 **BANK OF NEW ZEALAND** Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] (section [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Land Covenant but without prejudice to its rights under Mortgage No.7911960.2 FEBRUARY **Dated** this 1712 day of Attestation Signed in my presence by the Consentor Signature of Witness SIGNED for and on beh Witness to complete in BLOCK letters (unless legibly printed) BANK OF NEW ZEA by its Attorney: Jenny Faatafa Witness name **BANK OFFICER** Occupation **AUCKLAND Address** Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Version: 1, Version Date: 09/04/2020



### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

Katrina Rodgers

,Quality Assurance Officer of Auckland, New

W

Zealand, Bank Officer, certify:

- 1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
- 2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
- 3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 17 February 2009

Katrina Rodgers

LASRT/Cert of non-rev.doc

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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Insert type of instrument "Caveat", "Mortgage" etc Land Covenant pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Mortgage no.) Surname must be underlined or in CAPITALS Caveator under Caveat No 7138799.1 MT CARDRONA STATION LIMITED Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] of the feeetion-[Without projudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the within Land Covenant but without prejudice to its rights under Caveat No. 7138799.1 Dated this UTL day of June. 2008 Attestation Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) DIRECTOR

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

Witness name

Occupation

Address

**Emma Wills** 

Auckland

**Executive Assistant** 

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

Version: 1, Version Date: 09/04/2020

Director

Director

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc **Easement Instrument** Page pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 7227648.1 **Aurora Energy Limited** Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [coetion 238(2) of the Land-Transfer Act 1952] of the **fscotion** PWithout prejudice to the rights and powers existing under the interest of the Consentor) the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited 2008 **Dated** this day of October **Attestation** Signed in my presence by the Consentor Signed for and on behalf of Aurora Energy Limited Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Stephen McCaughan Wilson Witness name Margaret Anne Latimer Occupation Personal Assistant Dunedin Address Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

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### Annexure Schedule





Easement Instrument	Dated	Page	1 of 1	pages

(Continue in additional Annexure Schedule, if required.)

### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON, of Dunedin, Corporate Services Manager, hereby certify -
- That by Deed dated 26 November 2003 AURORA ENERGY LIMITED having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
- 2. That at the date hereof I have not received any notice or information of the revocation of that appointment.
- 3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

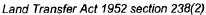
**IED** at Dunedin this day of October

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479925 Version: 1, Version Date: 09/04/2020

### **Annexure Schedule - Consent Form**





Insert type of instrument "Caveat", "Mortgage" etc Easement Instrument Page pages Capacity and Interest of Consentor Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 6342108.1 Southern Hemisphere Proving Grounds Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] [section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited **Dated** this day of 2008 Attestation Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name GLENT PERE WEDLOW

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

Occupation CEO SUPG

337 PLASKETT RD

FERNEIDE RANGIORA.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

GEORGE ARTHUR CHURCHILL GOULD

Signature of Consentor



### **CERTIFICATE OF INCORPORATION**

## SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED 1585228

This is to certify that SOUTHERN HEMISPHERE PROVING GROUND LIMITED was incorporated under the Companies Act 1993 on the 22nd day of December 2004 and changed its name to SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED on the 18th day of March 2005.

CERTIFIED to be a True Copy of the Certificate of Incorporation of SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED produced from the Companies Office website and shown to me this 6th day of October 2008

A Solicitor of the High Court of New Zealand

Registrar of Companies 6th day of October 2008

Stephanie Elizabeth Muller Solicitor Christchurch

For further details relating to this company check www.companies.govt.nz

Certificate printed 6 Oct 2008 12:31:12 NZT

OF

Document Set ID: 6479925

Version: 1, Version Date: 09/04/2020

Land Information New Zealand Lodgement Form Priority Order ASSOCIATED FIRM: Uplifting Box Number: Landonline User ID: 9 S 4 W N Client Code / Ref: GST Registered Number 17-022-895 LODGING FIRM: Fees Receipt and Tax Invoice LINZ Form P005 - PDF 15127, 182388 182390 As Above 171612 LINZ Form P005 Address CT Ref. Macalister Todd Phillips 000 000 macalistertpbqu instrument 326266-12 CGP ype of Queenstown PO Box 653 SPHJ Little Bo Peep Sheep Company Ltd / Mt Cardrona Station Ltd Little Bo Peep Sheep Company Ltd / Mt Cardrona Station Ltd Original Signatures? Names of Parties DOCUMENT OR SURVEY FEES Annotations (LINZ use only) Traverse Sheets (#) Calc Sheets (#) Survey Plan (#) Field Notes (#) Survey Report Title Plan (#) HEREWITH 60.00 60.00 Other (state) RESUBMISSION 15 (6) Plan Number Pre-Allocated or Rejected Dealing Number: Dealing / S UD Number: (LINZ Use only) Priority Barcode/Date Stamp (LINZ use only) ထ NOTICES FEB 2009 to be Deposited: 18/ ADVERTISING Less Fees paid on Dealing # **NEW TITLES** El 8079074.1 Easemen (inc. original) Cpy - 02/02, Pgs - 011, 26/02/09, 08:46 Copies Cash/Cheque enclosed for OTHER PICE. Subtotal (for this page) Total for this dealing A 086585 PRIORITY CAPTURE Version 1.8: 1 September 2007 CHE PLE GST INCLUSIVE \$120.00 \$120.00 FEES \$ \$60.00 \$60.00 120.00

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#### Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195 El 8079074.2 Easemen

Land registration distric	t
OTAGO	

A.Genera

Surname(s) must be underlined or in CAPITALS.

### LITTLE BO PEEP SHEEP COMPANY LIMITED

Grantee

Grantor

Surname(s) must be underlined or in CAPITALS.

### MT CARDRONA STATION LIMITED

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

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

Dated this

10th day of

2008 October 2008

**Attestation** 

Little Bo, Pegp Sheep Company Limited

Mt Cardrona Station Limited

Director

Director

Director

Signed in my-presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Emma Jane Kitto

Occupation

**Address** 

Legal Executive

Wanaka

Signature [common seal] of Grantor

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Emma Wills

**Address** 

**Executive Assistant** 

**Auckland** 

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Document Set ID: 6479924

Version: 1, Version Date: 09/04/2020

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

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			4013
Easement instrument	Dated		Page 1 of 2 pages
Schedule A		(Continue in additional A	nnexure Schedule if required.
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		Identifiers 171612 and 115127	Identifiers 182388 and 182390
prescribed by the Land Tr	ing nditions)	number as required. Continue in additional a required.  vers implied in specific classifier the Ninth Schedule of the	sses of easement are those he Property Law Act 1952.
-{Memorandum number-	, registe	ered under section 155A of t	he Land Transfer Act 1952].
{the provisions set out in	Annexure Schedule 2].		
Covenant provisions Delete phrases in [ ] and in Continue in additional Anne.	sert mernorandum number a xure Schedule if required.	s required.	
The provisions applying to	o the specified covenants are	e those set out in:	
[Memorandum number	, registe	ored under section 155A of t	the Land Transfer Act 1952]
[Annexure Schedule 2].			
All signing partie	es and either their witness	es or solicitors must sign	or initial in this box
(D) 10		ω\n α	

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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F11

Dated

Insert type of instrument	
"Mortgage", "Transfer", "Leas	e" etc

Easement

Annexure Schedule		NE BBY	Approval 2/5032EF
	Page 2 of	2	Pages

(Continue in additional Annexure Schedule, if required.)

- The Grantor shall neither submit in opposition nor permit nor suffer any agent or servant or any other representative of the Grantor howsoever to submit in opposition nor support in any way whatsoever any submission in opposition to any present or future application (including but not limited to an application for any resource consent) or submission made by the Grantee, or made on behalf of the Grantee, supported in part or in full by the Grantee in connection with any proposal to subdivide, re-zone or develop the Dominant Tenement or any other land owned by the Grantee in the Cardrona Survey District whether now or in future (such other land being known as "the Further Land").
- The Grantor shall not withhold any dispensation or consent required in connection with any application (including but not limited to an application for a resource consent or approval) or submission made or supported by the Grantee or on behalf of the Grantee in connection with any proposal to further subdivide, rezone or develop the Dominant Tenement or the Further Land.
- That the Grantor shall not oppose the Grantee's interest in any appeals arising from any of the matters contained mentioned or referred to in paragraph 1 or 2 of this covenant.
- That the Servient Tenement will be bound by the stipulations and restrictions in this Land Covenant set out herein and the registered proprietor for the time being of the Dominant Tenement and/or the Grantee may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Tenement and their successors in title.
- That the Grantor does hereby covenant and agree in the manner set out herein in that this Land Covenant runs with the Servient Tenement and any lots created out of the Servient Tenement and shall bind all successors in title and assignees of the Grantor for the benefit of the Dominant Tenement and the Grantee and its successors in title and assignees of the Dominant Land.
- 6 The Grantor shall, where applicable, at its own cost and expense in all things:
  - a. forthwith arrange for this Covenant to be registered in favour of the Dominant Tenement against the title to the Servient Tenement. If the document provided for registration is rejected by LINZ, the Grantor forthwith shall do all things required, including without limitation executing any replacement documents (as reasonably required by the Grantee) necessary or desirable to achieve registration of the obligations contained within this Covenant over the Servient Tenement in favour of the Dominant Tenement, whether such documents shall include covenants, encumbrances, caveats or other documents whatsoever.
  - b. when required by the Grantee, forthwith arrange for execution and registration of a land covenant in the same terms as this Covenant (with any necessary consequential amendments) over the Servient Tenement in favour of any Further Land. In the event of any such document being rejected for registration, the provisions of clause 7(a) shall apply to such rejection.
- 7 The parties shall do all things and execute all documents necessary to given effect to the terms of this Covenant.

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

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument

"Caveat", "Mortgage" etc	
Land Covenant	Page 1 of 1 pages
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
MT CARDRONA STATION LIMITED	Caveator under Caveat No 7138799.1
Consent Delete Land Transfer Act 1952, if inapplicable, and insert no Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required.	
Pursuant to [section 238(2) of the Land Transfer Act 195	2]
{section of the	<del>\</del>
Without prejudice to the rights and powers existing under	e <del>r the interest of the Consentor]</del>
the Consentor hereby consents to:	
registration of the within Land Covenant but No. 7138799.1	t without prejudice to its rights under Caveat

Attestation

Director

Director

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Emma Wills

Address

**Executive Assistant** 

Auckland

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

Document Set ID: 6479924 Version: 1, Version Date: 09/04/2020 FIF

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### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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Insert type of instrument "Caveat", "Mortgage" etc Easement Instrument Page pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 7227648.1 Aurora Energy Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to (section 238(2) of the Land Transfer Act 1952) **Iscotion** Without prejudice to the rights and powers existing under the interest of the Consenter) the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited 2008 **Dated** this day of October Attestation Signed in my presence by the Consentor Signed for and on behalf of Aurora Energy Limited Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Stephen McCaughan Wilson Witness name Margaret Anne Latimer Occupation Personal Assistant Dunedin Address Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

### **Annexure Schedule**





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Easement Instrument	Dated	Page	1	of 1	pages	s
		J		· <b>-</b>	٦	

(Continue in additional Annexure Schedule, if required.)

### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON, of Dunedin, Corporate Services Manager, hereby certify -
- 1. That by Deed dated 26 November 2003 **AURORA ENERGY LIMITED** having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
- 2. That at the date hereof I have not received any notice or information of the revocation of that appointment.
- 3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

SIGNED at Dunedin this day of October 2008

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479924 Version: 1, Version Date: 09/04/2020 177 Pi

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



(42 122

Insert type of instrument "Caveat", "Mortgage" etc **Easement Instrument** pages Page Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 6342108.1 Southern Hemisphere Proving Grounds Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited day of **Dated this** 2008 Attestation Signature of Witness Witness to complete in BLOCK letters (unless legibly printed)

GEORGE ARTHUR CHURCHILL GOULD Signature of Consentor

Witness name GLERN PETER WEDLOCK

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Occupation CEO SUPG

337 PLASKETT RD **Address** 

FERNE, DE RANG, ORA,

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY



### **CERTIFICATE OF INCORPORATION**

# SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED 1585228

This is to certify that SOUTHERN HEMISPHERE PROVING GROUND LIMITED was incorporated under the Companies Act 1993 on the 22nd day of December 2004 and changed its name to SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED on the 18th day of March 2005.

CERTIFIED to be a True Copy of the Certificate of Incorporation of SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED produced from the Companies Office website and shown to me this 6th day of 2008

A Solicitor of the High Court of New Zealand

Registrar of Companies 6th day of October 2008

For further details relating to this company check www.companies.govt.nz

Stephanie Elizabeth Muller Solicitor Christchurch

Certificate printed 6 Oct 2008 12:31:12 NZT

Document Set ID: 6479924 Version: 1, Version Date: 09/04/2020

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

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

OTAGO

Grantor

Surname(s) must be underlined or in CAPITALS.

Darrin Allan THOMPSON and Deborah Anne THOMPSON		
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS.	
Mt Cardrona Station Limited     Cardrona Alpine Developments Limited		

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

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

Dated this 17 day of	Leptender 2008
Attestation	
I horfer	Signed in my presence by the Grantor
Darrin Allan Thompson	Signature of witness
Deborah Anne Thompson	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Debut at garine 1 nompson	Occupation torestry
Signature [common seal] of Grantor	- Address 14 untitosh Rel Bayn Divisalin.
Market State of the State of th	Signed in my presence by the Grantee
Mt Cardrona Station Limited - Director	Signed in my presence by the Grantee  Signature of witness
Mt Cardrona Station Limited - Director  Mt Cardrona Station Limited - Director	
Checc	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)
Checc	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name

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

[Solicitor for] the Grantée

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479923 Version: 1, Version Date: 09/04/2020

## Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



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١	Easement instrument	Dated 17	7-9-2008 P	age 1 of 2 pages	
;	Schedule A (Continue in additional Annexure Schedule if required.)				
	Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)	
	Right of Way, Right to convey water, electricity, gas, telecommunication and computer media	M on DP 407594	Lot 1 DP 23619	Lots 1, 2, 4 and 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388, 182390)	
	Right to convey water	M on DP 407594	Lot 1 DP 23619	Lots 1-6 DP 407594 (incl) CTs 426689 - 426694	
	Delete phrases in [ ] and insert memorandum number as required.  Easements or profits à prendre Continue in additional Annexure Schedule if required.  terms, covenants, and conditions)				
	Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.  The implied rights and powers are <b>[varied] [negatived] [added to]</b> or <b>[substituted]</b> by:				
	[Memorandum number , registered under section 155A of the Land Transfer Act 1952].				
	[the provisions set out in Annexure Schedule 2].				
	Covenant provisions  Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.  The provisions applying to the specified covenants are those set out in:				
	ine provisions applying to	the specified coveriants are	tiloge set out III.	Į.	

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

, registered under section 155A of the Land Transfer Act 19521

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

**Memorandum number** 

[Annexure Schedule 2].

#### Annexure Schedule



"Mortgage",	"Transfer",	"Lease"	etc
Easement			Da

Dated 17-9-2008

Page 2 of 2

Pages

(Continue in additional Annexure Schedule, if required.)

#### Annexure Schedule 2

#### Addition to Implied Rights and Powers described in Land Transfer Regulations 2002

Clause 14 "[

"Disputes" is hereby amended by the addition of the following new subclauses:

14(d)(i)

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("LTA Regs") and the Fifth Schedule to the Property Law Act 2007 ("PLA Schedule"), the provisions of the PLA Schedule

shall prevail.

14(d)(ii)

Where there is a conflict between the provisions of the LTA Regs and/or the PLA Schedule and the modifications in this Easement Instrument, the modifications shall prevail.

#### Attestation continued

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Cardrona Alpine Developments Ltd - Director

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Cardrona Apine Developments Ltd -

Director

Signature, or common seal of Grantee

Signed in my presence by the Grantee Signature of Witness:

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

Occupation

Address

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479923 Version: 1, Version Date: 09/04/2020

#### Approved by Registrar-General of Land under No. 2003/6150

#### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc **Easement Instrument** Page pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Mortgage no.) Surname must be underlined or in CAPITALS Mortgagee under Mortgage No. 877657.2 ANZ National Bank Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] {scotion of the [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: The registration of the attached Easement Instrument. day of **Dated** this Attestation Signed in my presence by y the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Latasha Elizabeth Koloni SARDADEVI RUPA

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

**Address** 

Bank Officer

Auckland

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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

Signed at Auckland this day of 15 October 2008

#### Land Information New Zealand, Dealing Numbers:

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

Document Set ID: 6479923





# Digital Title Plan - DP 407594

Survey Number

DP 407594

Surveyor Reference

9175 Miners Rise

Surveyor

Alexander Graham Todd

Survey Firm

Clark Fortune McDonald & Associates (Queenstown)

Surveyor Declaration I Alexander Graham Todd, being a person entitled to practise as a licensed cadastral surveyor, certify

that

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for

Cadastral Survey 2002/2;

(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Declared on 26/08/2008.

**Survey Details** 

Dataset Description Lots 1-6 Being a Subdivision of Lot 6 DP 26816 and Easement over Lot 1 DP 23619

Status

Deposited

Land District
Submitted Date

Otago

26/08/2008

**Survey Class** 

Deposit Date

Class I Cadastral Survey

Survey Approval Date 02/09/2008

13/03/2009

#### **Territorial Authorities**

Queenstown-Lakes District

#### Comprised In

CT OT18D/533

CT OT15D/600

#### Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 407594	Fee Simple Title	0.4702 Ha	426689
Lot 2 Deposited Plan 407594	Fee Simple Title	0.5077 Ha	426690
Lot 3 Deposited Plan 407594	Fee Simple Title	0.4232 Ha	426691
Lot 4 Deposited Plan 407594	Fee Simple Title	0.4911 Ha	426692
Lot 5 Deposited Plan 407594	Fee Simple Title	1.1958 Ha	426693
Lot 6 Deposited Plan 407594	Fee Simple Title	56.9189 Ha	426694
Marked A Deposited Plan 407594	Easement		
Marked B Deposited Plan 407594	Easement		
Marked C Deposited Plan 407594	Easement		
Marked D Deposited Plan 407594	Easement		
Marked E Deposited Plan 407594	Easement		
Marked F Deposited Plan 407594	Easement		
Marked G Deposited Plan 407594	Easement		
Marked H Deposited Plan 407594	Easement		
Marked I Deposited Plan 407594	Easement		
Marked J Deposited Plan 407594	Easement		
Marked K Deposited Plan 407594	Easement		
Marked L Deposited Plan 407594	Easement		





# Digital Title Plan - DP 407594

Created Parcels			
Parcels	Parcel Intent	Area	CT Reference
Marked M Deposited Plan 407594	Easement		
Marked N Deposited Plan 407594	Easement		
Marked O Deposited Plan 407594	Easement		
Marked P Deposited Plan 407594	Easement		
Marked Q Deposited Plan 407594	Easement		
Marked R Deposited Plan 407594	Easement		
Marked DD Deposited Plan 407594	Land Covenant		
Marked BB Deposited Plan 407594	Land Covenant		
Marked CC Deposited Plan 407594	Land Covenant		
Marked AA Deposited Plan 407594	Land Covenant		
Marked EE Deposited Plan 407594	Land Covenant		
Marked FF Deposited Plan 407594	Land Covenant		
Marked PEG (3) SO 285 - a Deposited Plan 407594	Easement		
Marked a - b Deposited Plan 407594	Easement		
Marked b - c Deposited Plan 407594	Easement		
Marked c - d Deposited Plan 407594	Easement		
Marked d - e Deposited Plan 407594	Easement		
Marked e - f Deposited Plan 407594	Easement		
Marked f - PEG Ig Deposited Plan 407594	Easement		
Total Area		60.0069 Ha	

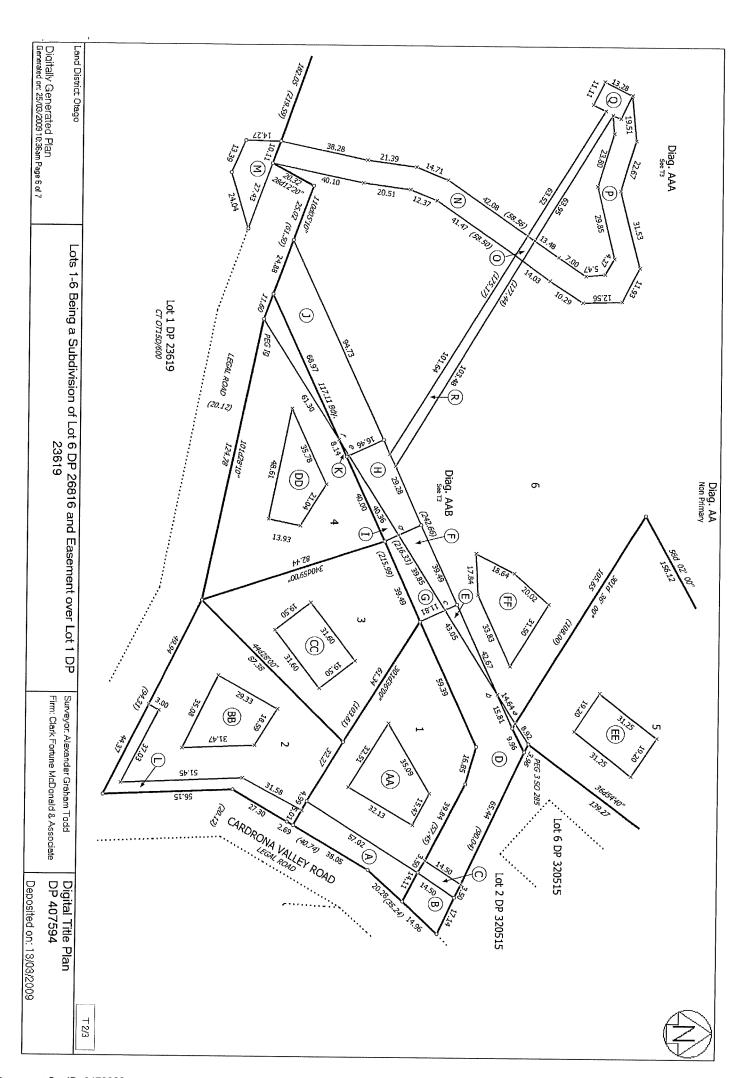
EXISTING EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOCUMENT
	PEG 3 SO 285 - a	Lot 5 herewith	
Right to Convey Water	a - b, b - c, c - d, d - e, e - f.	Lot 6 herewith	E.C. 983113.3
	f – PEG Ig	Lot 4 herewith	

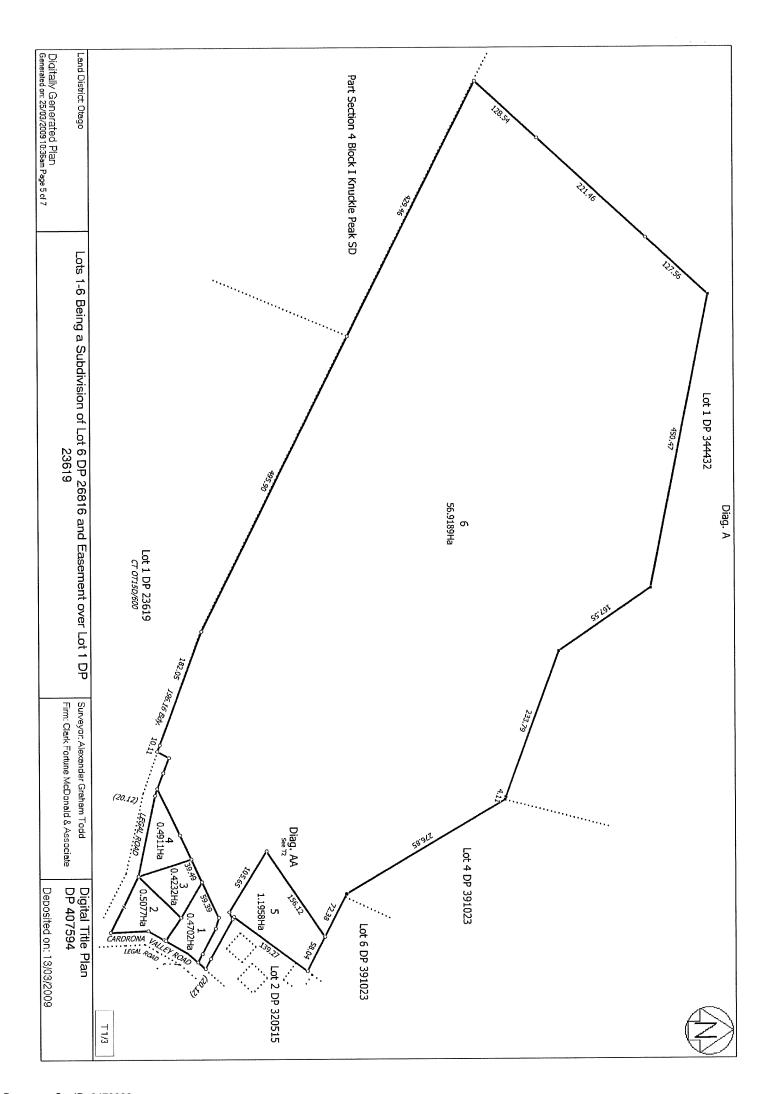
MEMORANDUM OF EASEMENTS IN GROSS				
PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE	
Right to Convey	L	Lot 2 herewith		
Electricity	А	Lot 1 herewith	AURORA ENERGY LTD.	
	B, C	Lot 6 herewith		
Right to Convey Gas	B, C, D, E, F, G, H, I	Lot 6 herewith	ROCK GAS	
	А	Lot 1 herewith	LIMITED	

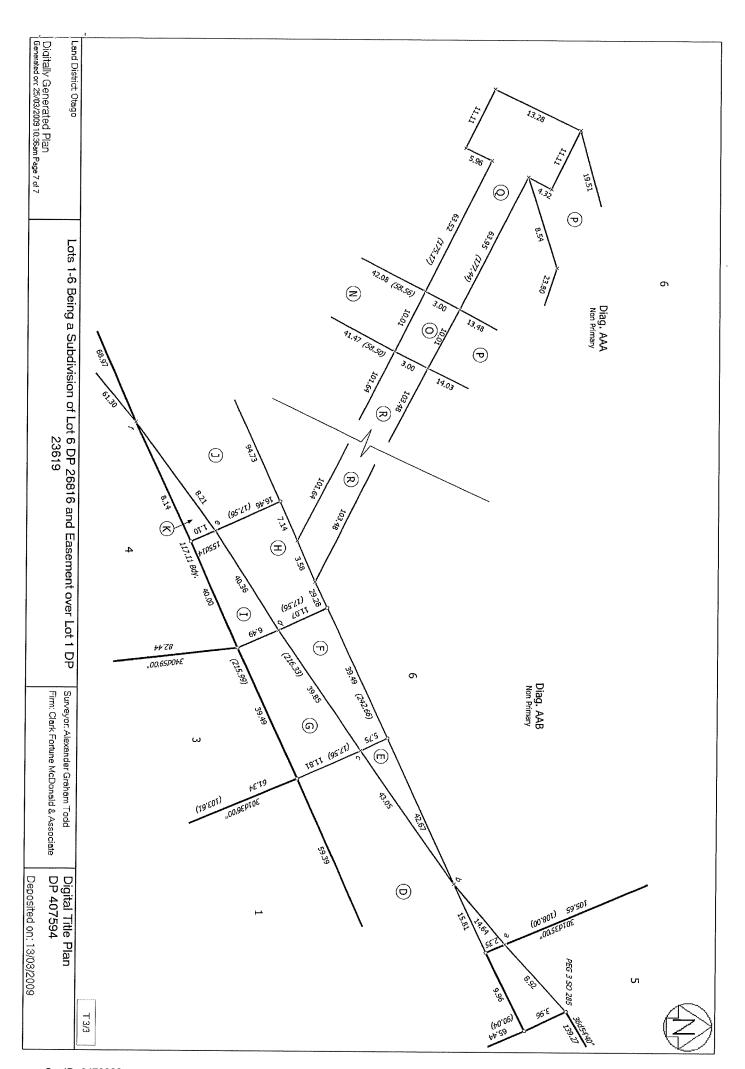
PROPOSED EASEMENTS				
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT	
Right of Way	B, C, D, E, F, G, H, I, J, K	Lot 6 herewith	Lot 1, 2, 4 & 5 DP 344432, Lots 3, &	
	М	Lot 1 DP 23619	7 & 8 DP 21223	
Right to convey Water, Electricity, Gas, Telecommunications	B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q & R	Lot 6 herewith	Lot 1, 2, 4 & 5 DP 344432, Lots 3, & 7 & 8 DP 21223	
& Computer Media	М	Lot 1 DP 23619	7 & O DP 21223	

MEMORANDUM OF EASEMENTS				
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT	
	А	Lot 1 herewith	Lot 2 herewith	
	В		Lots 1, 2, 3, 4, & 5 herewith	
Right of Way	C, D, E	Lot 6 herewith	Lots 1, 3, 4 & 5 herewith	
	F, G		Lots 3 & 4 herewith	
	H, I		Lot 4 herewith	
Right to Convey	А	Lot 1 herewith	Lot 2 herewith	
Electricity, Telecommunications & Computer Media.	В	Lot 6 herewith	Lots 1, 2, 3, 4 & 5 herewith	
·	C, D, E		Lots 1, 3, 4 & 5 herewith	
	F, G		Lots 3, 4 herewith	
	H, I		Lot 4 herewith	
Right to Convey	B, C, D, E, F, G, H, I, J, K, N, O, P, Q, R	Lot 6 herewith	Lots 1, 2, 3, 4, & 5 herewith	
Water	А	Lot 1 herewith	Lot 2 herewith	
	М	Lot 1 DP 23619	Lots 1, 2, 3, 4, 5 & 6 herewith	

Areas marked AA, BB, CC, DD, EE & FF shall be subject to consent notices







El 8100093.7 Easemen

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

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district	Approval	Cpy - 01/
OTAGO	07/5225 3 10LS: 9	

Cardrona Alpine Developments Limited

Surname(s) must be unuenined or in CAPITALS.

Grantee

Grantor

Surname(s) must be underlined or in CAPITALS.

- 1. Mt Cardrona Station Limited
- 2. Cardrona Alpine Developments Limited

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

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

entente **Dated** this day of Attestation Signed in my presence by the Grantor Cardrona Alpine D Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Cardrona Alpine Developments Ltd - Director Occupation Address Signature [common seal] of Grantor Signed in my presence by the Grantee Cardrona Alpine Developments Ltd - Director Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Cardrona Alpine Developments Ltd - Director Occupation

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

[Solicitor for] the Grantee

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

Address

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Document Set ID: 6479921

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#### Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



Cacamant	instrument
Casemeni	instrument

Dated

1 Page

pages

of

Schedule A

(Continue in additional Annexure Schedule if required.)

		(	•
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	B, C, D, E, F, G, H, I, J, K on DP 407594	Lot 6 DP 407594 (CT 426694)	Lots 1, 2, 4, 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388 and 182390)
Right to convey water, electricity, gas, telecommunications and computer media	B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q and R on DP 407594	Lot 6 DP 407594 (CT 426694)	Lots 1, 2, 4, 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388 and 182390)
Right of way	A on DP 407594	Lot 1 DP 407594 CT 426689	Lot 2 DP 407594 CT 426690
Right of way	B on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	Continued on Annexure Sche	edule	

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.
The implied rights and powers are {varied} {negatived} [added to] or {substituted} by:

[the provisions set out in Annexure Schedule 2].

**Covenant provisions** 

**{Memorandum number** 

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]

, registered under section 155A of the Land Transfer Act 1952].

[Annexure Schedule 2].

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479921

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#### Approved by Registrar-General of Land under No. 2002/5032

#### **Annexure Schedule**

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

Walliam Control of the Control of th				_		
Easement	Dated	17-9-08	Page 2	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	C, D, E on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1, 3, 4 and 5 DP 407594 CTs 426689, 426691, 426692, 426693
Right of way	F, G on DP 407594	Lot 6 DP 407594 CT 426694	Lots 3 and 4 DP 407594 CTs 426691 and 426692
Right of way	H and I on DP 407594	Lot 6 DP 407594 CT 426694	Lot 4 DP 407594 CT 426692
Right to convey electricity, telecommunications and computer media	A on DP 407594	Lot 1 DP 407594 CT 426689	Lot 2 DP 407594 CT 426690
Right to convey electricity, telecommunications and computer media	B on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	C, D, E on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1, 3, 4 and 5 DP 407594 CTs 426689, 426691, 426692 and 426693
	F, G on DP 407594	Lat 6 DP 407594 CT 426694	Lots 3 and 4 DP 407594 CTs 426691 and 426692
	H, I on DP 407594	Lot 6 DP 407594 CT 426694	Lot 4 DP 407594 CT 426692
Right to convey water	B, C, D, E, F, G, H, I, J, K, N, O, P, Q and R on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	A on DP 407594	Lot 1 DP 407594	Lot 2 DP 407594

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479921

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#### Approved by Registrar-General of Land under No. 2002/5032

#### **Annexure Schedule**

Insert type o	f instrumen	ŧ	
"Mortgage",	"Transfer",	"Lease"	etc

Easement	Dated	17-9-08	Page 3	of 3	Pages

(Continue in additional Annexure Schedule, if required.)

CT 426689

CT 426690

#### **Annexure Schedule 2**

#### Addition to Implied Rights and Powers described in Land Transfer Regulations 2002

Clause 14 "Disputes" is hereby amended by the addition of the following new subclauses:

14(d)(i) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("LTA Regs") and the Fifth Schedule to the Property Law Act 2007 ("PLA Schedule"), the provisions of the PLA Schedule

shall prevail.

14(d)(ii) Where there is a conflict between the provisions of the LTA Regs and/or the PLA

Schedule and the modifications in this Easement Instrument, the modifications

shall prevail.

#### Attestation continued

Signed in my presence by the Grantee Signature of Witness:

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Witness name

Occupation

Address

Signature, or common seal of Grantee

Mt Cardrona Station Limited - Director

a Station <del>Limited -</del> Director

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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Approved by Registrar-General of Land under No. 2007/6225 Easement instrument to grant easement or profit à prendre, or create land course El 8100093.8 Easemen Sections 90A and 90F, Land Transfer Act 1952 Cpy - 01/01, Pgs - 006, 12/03/09, 11:08 Geneo. Land registration district Approval 07/6225 OTAGO Surname(s) must be underlined or in CAPITALS. Grantor CARDRONA ALPINE DEVELOPMENTS LIMITED Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA ALPINE DEVELOPMENTS LIMITED and MT CARDRONA STATION LIMITED Grant" of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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). Dated this day of O Ctoher 2008 10 **Attestation** Cardres Apire Signed in my presence by the Grantor Development Ltd Witness to complete in BLOCK letters (unless legibly printed) Witness name EMMA WILLS Occupation ASSISTANT Address AULKLAND Signature [common seal] of Grantor Signed in my presence by the Grantee Cordrea April Redupments LId Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name EMMA WILLS Occupation ASSISTA NE **Address** AUCKLANO

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

(Solicitor for) the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

# Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



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Easement instrument	Dated	18 - (U-G8 F	Page 1 of 3 pages
	Dated		nnexure Schedule if required.)
Schedule A			<del></del>
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Lots 1-5 DP407594	Lots 1-5 DP407594 (CT's 426689 - 426693)	Lots 1, 2, 4, 5 DP344432
			Lots 3, 7 and 8 DP21223
			Lot 6 DP407594 (CT's 182388, 182390, 426694)
Easements or profits à principhts and powers (include terms, covenants, and co	ling nditions) ed below, the rights and	number as required.  Continue in additional a required.  powers implied in specific class	sses of easement are those
		and/or the Fifth Schedule of the tived [added to] or [substitute	
-[Memorandum number		gistered under section-155A of t	he Land-Transfer Act 1952].
-{the provisions set out in	Annexure Schodule 2].		
Covenant provisions Delete phrases in [ ] and in Continue in additional Anne	nsert memorandum numb exure Schedule if required	per as required. d.	
The provisions applying t	to the specified covenants	s are those set out in:	
[Memorandum number	, re	gistered under section 155A of t	the Land Transfer Act 1952]
[Annexure Schedule 2].			
			, , , , , , , , , , , , , , , , , , , ,
All signing part	ies and either their witn	lesses or solicitors must sign	for initial in this box
1 ADCKI	ED.	ADY	in MP 19/1

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479920 Version: 1, Version Date: 09/04/2020

#### Approved by Registrar-General of Land under No. 2002/5032

#### Annexure Schedule

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

"Mongage", "Transfer", "Lea	se" etc	
Easement	Dated	10-10-08

2 of 3 Page

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(Continue in additional Annexure Schedule, if required.)

Page

#### ANNEXURE SCHEDULE 2

1. For the purposes of this instrument the following definitions shall apply:

Lodge any Submission means and includes personally or through any agent or servant

directly or indirectly lodge or support in any way any objection or submission to any planning proposal and includes taking any part in any planning hearing, appeal or reference arising in respect of a

planning proposal whether as a party or otherwise.

Planning Proposal means and includes any application for a resource consent and/or a

plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed

District Plan.

Grantor means the Grantor named on the front page of this instrument and

its successors in title to the Servient Tenement.

Grantee means the Grantee named on the front page of this instrument and

the successors in title of the Dominant Tenement.

Dominant Tenement means the land identified in the 4th column of Annexure Schedule 1

of this instrument and any part thereof.

- 2. The Grantor hereby covenants with the Grantee or henceforth and for all time comply with the obligations of the Grantor set out in this deed hereby grants to the Grantee the right to require the Grantor to do anything necessary to carry out the Grantor's obligations as set out in this deed.
- 3. The Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee or its nominee to subdivide, develop or use the Dominant Tenement for any activity.
- 4. The Grantor shall, at the request of the Grantee, forthwith provide written approval to any Planning Proposal referred to in clause 3.
- The Grantor hereby irrevocably nominates, constitutes and appoints the Grantee as the Grantor's true and lawful attorney for the purpose only and limited to executing a written approval pursuant to clause 4 above, whether or not the Grantee shall formally have requested the Grantor to execute such approval. For the purposes of registering this power of attorney, if required to give effect hereto, this instrument (or such part of it as is relevant) shall be deemed to comprise a registrable deed at law in accordance with the provisions of the Land Transfer Act 1952 or any other enactment.

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

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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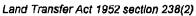
Mortgage", "Transfer", "Leas sasement  Signature [common seal] of Gra	Dated	/o (O OF Page 3 of 3  (Continue in additional Annexure Schedule, if re	Pages
Alato			equired
Alak		Signed in my presence by the Grantee	
Mt Cardrona Station Limited  Signature Jeonmon Station Limited  Mt Cardrona Station Limited		Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness Name: Occupation: Address:	

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

solicitors must sign or initial in this box.

#### Approved by Registrar-General of Land under No. 2003/6150

#### Annexure Schedule - Consent Form





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nsert type of instrument Caveat", "Mortgage" etc	4013
Easement	Page 1 of 1 pages
Consentar Sumame must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ANZ National Bank Limited	Mortgagee under Mortgage No. 6800646.1
Consent Delete Land Transfer Act 1952, if inapplicable, and inse Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is requi Pursuant to [section 238(2) of the Land Transfer Act	ired.
Tuisdailt to [Section 230(2) of the Land Transfer Act	1632]
[section of the	
Registration of the attached Instrument Cr	
Dated this 24 day of October	८०७७
Attestation	
ANZ National Bank Limited by its Attorney	Signed in my presence by the Consentor  Signature of Witness
H-Kayfle HILARY MARK BAYNES	Witness to complete in BLOCK letters (unless legibly printed)  Witness name Occupation BANK OFFICER Address AUCKLAND
Signature of Consentor	

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

REF: 7029 -- AUCKLAND DISTRICT LAW SOCIETY

# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Hilary Baynes of Auckland, New Zealand, Lending Officer, Commercial Lending Services, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

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2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 24 October 2008

Land Information New Zealand, Dealing Numbers:

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

Document Set ID: 6479920 Version: 1, Version Date: 09/04/2020

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## **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8574798.3 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne Easement Instrument



Affected Computer Registers	Land District	
182388	Otago	
182390	Otago	
182391	Otago	
Annexure Schedule: Contains 4	Pages.	
Grantor Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Caveat 8474689.1 is limited in it	ts effect and does not forbid the registration of this transaction	V
I certify that the Mortgagee unde	er Mortgage 5376690.1 has consented to this transaction and I hold that consent	V
Mortgage 7911960.2 docs not af	feet the servient tenement, therefore the consent of the Mortgagee is not required	V
Signature		
Signed by Kenneth Francis McK	Cenzie as Grantor Representative on 28/09/2011 04:47 PM	
Grantee Certifications		•
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr	as Grantee Representative on 28/09/2011 10:47 AM	

Annexure Schedule: Page: 1 of 4

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

2009/622	9EF
APPRO1	VED
Registrar-General of L	and

Grantor	
Charles Layton Roberts and Christine Jennifer Roberts	
Grantee	
Mt Cardrona Station 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 ad	ditional Annexure Schedule, if required
Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or In gross
	On DP 344432	Lot 6 DP 344432 (CFR 182391)	Lot 1 and Lot 5 DP 344432 (CFR 182388) Lot 2 DP 344432 (CFR 182390)

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Document Set ID: 6479919 Version: 1, Version Date: 09/04/2020

Annexure	Schedule:	Page:2	of 4
/ Allie Catelle	ociicaaic.	- 490	0.

	ndre rights and powers (including terms, covenants and conditions)  nsert memorandum number as required; continue in additional Annexure Sched
Unless otherwise provided prescribed by the Land Tra	below, the rights and powers implied in specified classes of easement are insfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007
	ers are hereby <del>[varied]</del> [ <del>negatived</del> ] [added to] or [ <del>substituted</del> ] by:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952}
[the provisions set out in A	•
Delete phrases in [ ] and :	nsert Memorandum number as require; continue in additional Annexure Sched
Delete phrases in [ ] and required	nsert Memorandum number as require; continue in additional Annexure Sched the specified covenants are those set out in:
Delete phrases in [ ] and required	
required The provisions applying to	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:
Delete phrases in [ ] and required  The provisions applying to [Memorandum number	the specified covenants are those set out in:

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Form L	rage f of
Annexure Schedule	
Insert instrument type	
Easement	

Continue in additional Annexure Schedule, if required

#### Annexure Schedule 1

- 1. The Grantor agrees that the Grantee may assign all of its rights under this easement to any one or more third parties and will upon request by the Grantee execute new easements in favour of such third parties over the same area as the easement area under this easement upon request by the Grantee. Such easements may be easements in gross on the standard terms used by the relevant grantee under the relevant easement.
- Without limiting the above provision, the Grantee may require easements to be granted in favour of the Queenstown Lakes District Council or any other public or private entity or person to the intent that the rights created under the relevant easement are able to be utilised by the public. No increase in the use of the land subject to the relevant easement as a result of such assignment or new grant of easement will invalidate the easement or entitle the Grantor to any compensation.

MWK-676047-33-17-V1



Document Set ID: 6479919 Version: 1, Version Date: 09/04/2020

Annexure Schedule: Page: 4 of 4

SECTION 348 LOCAL GOVERNMENT ACT 1974 CERTIFICATE

<u>QUEENSTOWN</u> <u>LAKES</u> <u>DISTRICT COUNCIL</u>

Pursuant to Section 348 of the Local Government Act 1974, the Queenstown Lakes District Council hereby consents to the granting or reserving of a Right of Way Easement over Z on Lot 6 DP 344432 in favour of Lots 1, 2 & 5 DP 344432 as shown on DP 344432.

Chief Executive Officer

m Ch

Document Set ID: 6479919 Version: 1, Version Date: 09/04/2020



## **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8920006.4 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Easement Instrument



Land District		
Otago		
5 Pages.		
to act for the Grantor and that the party has the legal capacity to authorise me to	V	
able steps to confirm the identity of the person who gave me authority to lodge this	V	
sions specified by the Registrar for this class of instrument have been complied with	V	
wing the truth of the certifications I have given and will retain that evidence for the	V	
ffect the servient tenement, therefore the consent of the Mortgagee is not required	V	
er Mortgage 7911960.2 has consented to this transaction and I hold that consent	V	
as Grantor Representative on 21/11/2011 04:57 PM		
to act for the Grantee and that the party has the legal capacity to authorise me to	V	
able steps to confirm the identity of the person who gave me authority to lodge this	V	
certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply		
owing the truth of the certifications I have given and will retain that evidence for the	V	
Lenzie as Grantee Representative on 21/11/2011 04:45 PM		
	Otago Otago Otago Otago Pages.  to act for the Grantor and that the party has the legal capacity to authorise me to able steps to confirm the identity of the person who gave me authority to lodge this sions specified by the Registrar for this class of instrument have been complied with wing the truth of the certifications I have given and will retain that evidence for the Fect the servient tenement, therefore the consent of the Mortgagee is not required er Mortgage 7911960.2 has consented to this transaction and I hold that consent as Grantor Representative on 21/11/2011 04:57 PM  to act for the Grantee and that the party has the legal capacity to authorise me to able steps to confirm the identity of the person who gave me authority to lodge this sions specified by the Registrar for this class of instrument have been complied with wing the truth of the certifications I have given and will retain that evidence for the	

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

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

rantor		
Mt Cardrona	Station Limited and Cardrona Alpine Developments Li	imited

Gran	tee	

Charles Layton Roberts and Christine Jennifer Roberts

#### 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

Annexure Schedule, If required

Continue	ín	additional

Annexure Schedule, il required			
Purpose (Nature and	Shown (plan	Servient Tenement	Dominant
extent) of easement;	reference)	(Computer Register)	Tenement
<i>profit</i> or covenant			(Computer
			Register) or in
			gross
Restrictive Land	Lat 6 DP 407594	Lot 6 DP 407594	Lot 6 DP 344432
Covenants	(CFR 426694)	(CFR 426694)	(CFR 182391)
	Lot 5 DP 344432 &	Lot 5 DP 344432 &	Lot 1 DP 425263
	Lot 2 DP 425263 (CFR 499606)	Lot 2 DP 425263 (CFR 499606)	(CFR 499605)
	•	•	

MWK-676047-33-22-V1

Document Set ID: 6479918 Version: 1, Version Date: 09/04/2020

Form B - continued
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and conditions)
Delete phrases in [] and insert memorandum number as required, continue in additional Annexure Schedule, if required
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:
Annexure Schedule 1

MWK-676047-33-22-V1

Document Set ID: 6479918 Version: 1, Version Date: 09/04/2020

Annexure Schedule: Page:3 of 5

#### Annexure Schedule 1

#### **Covenant Provisions**

#### Background

- A. The Grantor is registered as proprletor 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 set out in this Instrument.

#### **Operative Part**

- 1. Definitions and Interpretation
- 1.1 In this Instrument unless the context otherwise requires:

"Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the covenants set out in this Instrument.

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

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

"Instrument" means this instrument together with all Annexure Schedules attached to it.

"Lodge any Submission" includes personally or through any agent or servent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" includes any application for resource consent and all plan change and/or a variation of any nature to the Queenstown Lakes District Council Plan.

"Servient Tenement" means the land described in Schedule A as the servient tenement which is subject to the covenants set out in this Instrument.

- 1.2 For the avoidance of doubt, in this Instrument:
  - a. words importing the singular number include the plural and vice versa.
  - b. a covenant to do something is also a covenant to permit or cause for that thing to be done and a covenant not to do something is also a covenant not to permit or cause for that thing to be done.

MWK-676047-33-22-V1

Document Set ID: 6479918 Version: 1, Version Date: 09/04/2020 c. this Instrument binds and benefits the parties, and their heirs, executors, successors and assigns and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.

#### 2. Non-Opposition Covenants

2.1 The Grantor covenants with the Grantee that the Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use the dominant tenement for any activity (including without limitation an application for building platforms for the Dominant Tenement) and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.

#### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road or other reserve in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road or reserve upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - a. the Grantor has requested written consent from the Grantee under clause 3.2; and
  - the Grantee has falled or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.

#### 4. General Covenants

- 4.1 The Grantor covenants and agrees:
  - a. to observe and perform all the covenants set out in this Instrument at all times; and
  - b. that such covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement provided that the Grantor, shall with regard to the said covenants be liable only in respect of breaches thereof which shall occur while the Grantor is the registered proprietor of all or part of the Servient Tenement in respect of which there is a breach.

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#### 5. Arbitration

5.1 If any dispute arises between the parties relating to this Instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.

MWK-676047-33-22-V1



## **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8920006.5 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Easement Instrument



Affected Computer Registers	Computer Registers Land District				
499605	Otago				
182391	Otago				
426694	594 Otago				
499606	Otago				
Annexure Schedule: Contains 5	5 Pages.				
Grantor Certifications					
I certify that I have the authority lodge this instrument	y to act for the Grantor and that the party has the legal capacity to authorise me to	V			
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 sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V			
I certify that the Mortgagee under Mortgage 5376690.1 has consented to this transaction and I hold that consent					
Signature					
Signed by Kenneth Francis McK	Kenzie as Grantor Representative on 21/11/2011 04:46 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					
instrument	and steps to contain the identity of the period who gave me and and the	V			
instrument	isions specified by the Registrar for this class of instrument have been complied with	7			
instrument  I certify that any statutory provisor do not apply					
instrument I certify that any statutory provisor do not apply I certify that I hold evidence sho	isions specified by the Registrar for this class of instrument have been complied with	V			

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



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

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

Grantor

Charles Layton Roberts and Christine Jennifer Roberts

#### Grantee

Mt Cardrona Station Limited and Cardrona Alpine Developments 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

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Continuo in additional

Annexure Schedule, il required				
Purpose (Nature and	Shown (plan	Servient	Dominant	
extent) of easement;	reference)	Tenement	Tenement	
profit or covenant		(Computer	(Computer	
1		Register)	Register) or in	
		,	gross	
Restrictive Land	Lot 6 DP 344432	Lot 6 DP	Lot 2 DP 425263.	
Covenants	(CFR 182391) &	344432 (CFR	Lots 4 & 5 DP	
0070,,,,,,,,	Lot 1 DP 425263	182391) & Lot 1	344432 & Lots 3.	
	(CFR 499605)	DP 425263	7-8 DP 21223	
	(4, , , , , , , , , , , , , , , , , , ,	(CFR 499605)	(CFR 499606) &	
		(2	Lot 6 DP 407594	
			(CFR 426694)	
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Document Set ID: 6479917 Version: 1, Version Date: 09/04/2020

Form B - continued
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and conditions)
Delete phrases in [] and insert memorandum number as required, continue in additional Annexure Schedule, if required
Covenant provisions
Delate 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:
Annexure Schedule 1

Annexure Schedule: Page:3 of 5

#### **Annexure Schedule 1**

#### **Covenant Provisions**

#### **Background**

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprletor of the Domlnant Tenement.
- C. The Grantor and the Grantee have agreed that the Servient Tenement shall be subject to the covenants set out in this Instrument.

#### **Operative Part**

- 1. Definitions and interpretation
- 1.1 In this Instrument unless the context otherwise requires:

"Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the covenants set out in this instrument.

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

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

"Instrument" means this instrument together with all Annexure Schedules attached to it.

"Lodge any Submission" includes personally or through any agent or servent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" Includes any application for resource consent and all plan change and/or a variation of any nature to the Queenstown Lakes District Council Plan.

"Servient Tenement" means the land described in Schedule A as the servient tenement which is subject to the covenants set out in this Instrument.

- 1.2 For the avoidance of doubt, in this Instrument:
  - a. words importing the singular number include the plural and vice versa.
  - a covenant to do something is also a covenant to permit or cause for that thing to be done and a covenant not to do something is also a covenant not to permit or cause for that thing to be done.

c. this Instrument binds and benefits the parties, and their heirs, executors, successors and assigns and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.

#### 2. Non-Opposition Covenants

- 2.1 The Grantor covenants with the Grantee that the Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use the dominant tenement for any activity (including without limitation an application for building platforms for the Dominant Tenement) and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.
- 2.2 Clause 2.1 shall not apply to any Planning Proposal:
  - for a gondola or similar structure where any part of the gondola or structure would cross any part of the servient tenement; or
  - b. which involves building any structure above ground level on the Dominant Tenement within 125 metres of the western or southern boundaries of the land within Lot 1 Deposited Plan 425263 (Otago Registry), unless the Grantee is the registered proprietor of such land.

#### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road or other reserve in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road or reserve upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - a. the Grantor has requested written consent from the Grantee under clause 3.2; and
  - the Grantee has failed or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.

#### 4. General Covenants

4.1 The Grantor covenants and agrees:

- to observe and perform all the covenants set out in this Instrument at all times; and
- b. that such covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement provided that the Grantor, shall with regard to the said covenants be liable only in respect of breaches thereof which shall occur while the Grantor is the registered proprietor of all or part of the Servient Tenement in respect of which there is a breach.
- 4.2 The Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs (including but not limited to legal costs incurred on a solicitor-client basis), claims and demands in respect of breaches by the Grantor, or persons under the control of the Grantor of the covenants herein contained and implied.

#### 5. Arbitration

5.1 If any dispute arises between the parties relating to this Instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.



## **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8920006,6 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Encumbrance



Affected Computer Registers	Land District	
182391	Otago	
499605	Otago	
Annexure Schedule: Contains 8	Pages.	<del></del>
Encumbrancer Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancer and that the party has the legal capacity to authorise	N.
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	N.
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	W
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	₩.
Signature		
Signed by Kenneth Francis McK	enzie as Encumbrancer Representative on 28/09/2011 04:55 PM	
Encumbrancee Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancee and that the party has the legal capacity to authorise	7
I certify that I have taken reasona instrument	able steps to confirm the identity of the person who gave me authority to lodge this	₩.
l certify that any statutory provis or do not apply	ions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence show prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr a	as Encumbrancee Representative on 03/11/2011 09:34 AM	

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

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Dated 21/11/2011 5:18 pm

Page 1 of 1

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## Form E **Encumbrance instrument** (Section 101 Land Transfer Act 1952) All/part Affected instrument Identifier Area/Description of part or stratum and type (if apolicable) 182391 Αil 499605 All Encumbrancer CHARLES LAYTON ROBERTS and CHRISTINE JENNIFER ROBERTS Encumbrancee MT CARDRONA STATION LIMITED Estate or interest to be encumbered Insert e.g. Fee simple; Lessehold in Lease No. etc. Fee Simple Encumbrance Memorandum Number Not Applicable Nature of security State whether sum of money, annuity or rentcharge and amount Continued on Annexure Schedule 2

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the and Annexure Schedule(s) for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and

compliance by the Encumbrancer with the terms of this encumbrance.

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Encumbrance

Document Set ID: 6479916 Version: 1, Version Date: 09/04/2020

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Form E continued	
Terms	
1 Length of term See Annexure	Schedule 2
2 Payment date(s)	
3 Rate(s) of interest	
4 Event(s) in which the sum, annuity or r	entdrarge becomes payable
5 Event(s) in which the sum, annuity or r	entcharge ceases to be payable
Covenants and conditions	Continue in Annexure Schedule(s), if required
Continued on Annexure Sc	hedule 2
Modification of statutory provisions	Continue in Annexure Schedule(s), if required
Continued on Annexure So	hedule 2

MWX-676047-33-20-V1

#### Annexure Schedule 2

#### Continuation of Nature of Security, Covenants and Conditions and Modification of Statutory Provisions

#### **BACKGROUND**

- The Encumbrancer is registered as proprietor of the fee simple estate in the
- The Encumbrancer has agreed to grant the Encumbrancee a right of first refusal to purchase any part of the Land. B.
- Ç. In order to secure the right of first refusal and to bind successors in title of the Encumbrancer, the Encumbrancer wishes to encumber the Land for the benefit of the Encumbrancee on the terms and conditions contained in this Encumbrance.

#### **OPERATIVE PARTS**

- 1. Interpretation
- 1.1 In this Encumbrance, unless the context otherwise requires:

"Encumbrancee"

means Mt Cardrona Station Limited.

"Encumbrancer"

means the registered proprietor of the Land or any part of the Land from time to time.

"Land"

means all the land in Lot 6, Deposited Plan 34432 (CFR 182391) and Lot 1 Deposited Plan 425263 (CFR 499605).

"LTA"

means the Land Transfer Act 1952.

"PLA"

means the Property Law Act 2007.

"Rent Charge"

means the charge described in clause 2.

"Working Day"

has the meaning given to it under section 4 of the PLA.

- 1.2 For the avoidance of doubt:
  - Words importing the singular number include the plural and vice versa;
  - A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
  - References to the parties are references to the Encumbrancee and the Encumbrancer.

- This Encumbrance binds or benefits the parties and their helrs, executors, successors and assigns for the term of this Encumbrance.
- e. References to clauses are to those named in this Encumbrance;
- f. Headings are for convenience only and do not affect interpretation;
- g. Statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and
- h. A reference to "written" or "writing" includes facsimile communications.

#### 2. Term and Rent Charge

- 2.1 The term of this Encumbrance commences on the date of this Encumbrance and expires on that date which is 999 years from the date of this Encumbrance ("Term").
- 2.2 Subject to clause 2.3, the Encumbrancer encumbers the Land for the benefit of the Encumbrancee for the Term, with an annual rent charge ("the Rent Charge") of \$1,000.00 to be paid on each anniversary of the date of this Encumbrance.
- 2.3 If during the year preceding the date of this Encumbrance and each successive year after that there has been no breach of the covenants and obligations of the Encumbrancer contained in this Encumbrance, the Rent Charge will be deemed to have been paid.
- 2.4 The Rent Charge will determine immediately and the Encumbrancer will be entitled to a release of this Encumbrance if all covenants expressed in this Encumbrance become obsolete or no longer enforceable.

#### 3. Covenants

3.1 The parties covenant with each other to perform their respective obligations set out in clauses 4 to 9 (inclusive).

#### 4. Successors in title

4.1 Subject to clause 2, this Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of the Land or any part of the Land, all such successors in title must comply with the covenants of this Encumbrance.

#### 5. Right of First Refusal

5.1 The Encumbrancer agrees to grant a right of first refusal to the Encumbrancee to purchase all or any part of the Land on the terms set out in this clause.

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- 5.2 Before selling, disposing of, or transferring the Land (or any interest in it or part of it) at any time, the Encumbrancer agrees to first give written notice ("Offer") to the Encumbrancee. The notice will specify the terms on which the Encumbrancer would be prepared to sell the Land. The notice will be deemed to be an offer to sell the Land to the Encumbrancee at the price nominated by the Encumbrancer in it.
- 5.3 The Offer will be deemed to include the provisions of the then current edition of the Real Estate Institute of New Zealand and Auckland District Law Society form of agreement for sale and purchase of real estate (or if such form no longer exists, the form of sale agreement commonly used by practitioners in the area of the Land), with the modifications specified in the Offer.
- 5.4 The Encumbrancee agrees to give written notice to the Encumbrancer accepting or declining the Offer within 10 Working Days of receiving it. Time is of the essence.
- 5.5 The Encumbrancer and Encumbrancee may also sell any agreed chattels with the Land at a price they agree.
- 5.6 The Encumbrancer may withdraw the Offer at any time before the Encumbrancee accepts it under clause 5.4.
- 5.7 On accepting the Offer, the Encumbrancee will immediately pay the Encumbrancer a deposit equivalent to 10% of the offered price. The balance will be paid in cash on settlement. Settlement will take place 30 days after the Encumbrancer receives the notice given under clause 5.4. The parties may agree to any other settlement date.
- 5.8 If the Encumbrancee does not notify the Encumbrancer within the time specified in clause 5.4 (time being of the essence) or if the Encumbrancee declines the Offer, the Encumbrancer can sell the Land to any other person. The price at which the Land is sold must not be less than that specified in the Offer or on more favourable terms than the Offer.
- 5.9 Before selling the Land at a lower price or on more favourable terms than specified in the Offer, or after a period of more than 6 months from the date of any prior Offer, the Encumbrancer will make a new offer to the Encumbrancee under clause 5.2. The remaining provisions of this Encumbrance will apply. The parties intend that each time the price is lowered from the previous offer, the Encumbrancer must offer the Land at the lower price to the Encumbrancee first under clause 5.4.
- 6. Dispute Resolution
- 6.1 If a party has any dispute with the other party in connection with this Encumbrance:
  - a. That party will promptly give full written particulars of the dispute to the others.
  - b. The parties will promptly meet together and in good faith try and resolve the dispute.

#### Form E continued

- 6.2 If the dispute is not resolved within 5 Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 6.3 A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
- 6.4 The mediation procedure is:
  - a. The parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - b. The parties must co-operate with the mediator in an effort to resolve the dispute.
  - If the dispute is settled, the parties must sign a copy of the terms of the settlement.
  - d. If the dispute is not resolved within 10 Working Days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - e. Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- 6.5 The terms of settlement are binding on the parties and override the terms of the deed if there is any conflict.
- 6.6 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 6.7 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible in any arbitration or legal proceedings.
- 6.8 Either party may commence arbitration proceedings when mediation ceases under clause 6.4d above.
- 6.9 If the dispute is referred to arbitration:
  - a. The arbitration will be conducted by one arbitrator appointed by the parties.
  - b. If the parties cannot agree on an arbitrator within 10 Working Days the appointment will be made by the president of the New Zealand Law Society or the president's nominee.
  - c. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

- 6.10 Neither party will unreasonably delay the dispute resolution procedures in this clause 6.
- 6.11 This clause 6 does not apply to:
  - Any dispute arising in connection with any attempted renegotiation of this Encumbrance; or
  - b. An application by either party for urgent interlocutory relief.
- 6.12 Pending resolution of any dispute the parties will perform this Encumbrance in all respects including performance of the matter which is the subject of dispute.
- 7. Modification of the Statutory Provisions
- 7.1 Section 203 of the PLA applies to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee):
  - the Encumbrancee is entitled to none of the powers and remedies given to encumbrancees by the LTA and the PLA;
  - no covenants on the part of the Encumbrancer and its successors in title are implied in this Encumbrance other than the covenants for further assurance implied by section 154 of the LTA.
- 7.2 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
  - a. The creation, variation or surrender of an easement (section 90E (3) LTA);
  - b. The variation of a mortgage instrument or priority of mortgages (sections 102 (4) and 103(3) LTA);
  - The disposal of a licence or shares to which the licence relates (section 121 I (1) LTA); and
  - d. The creation, variation or surrender of a land covenant,

and this consent will be deemed to be the consent of the mortgagee (which term includes encumbrance) as specified in the LTA to the registration of a particular instrument specified in clauses (a) to (d) inclusive above.

- 7.3 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent), then the Encumbrancee will immediately, at the request of the Encumbrancer, give that consent.
- 8. Waiver
- 8.1 Any failure by a party to enforce any clause of this Encumbrance, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Encumbrance.

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#### 9. General

- 9.1 Any notice required to be served on any party will be in writing and served in accordance with the PLA.
- 9.2 The Encumbrancer will pay the Encumbrancee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Encumbrancee's rights, remedies and powers in this Encumbrance and will indemnify the Encumbrancee against all claims and proceedings arising out of the breach by the Encumbrancer of any of its obligations set out in this Encumbrance.

MWK-676047-33-20-V1



# **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8920006.10 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Easement Instrument



Affected Computer Registers	Land District		
426694	Otago		
528557	Otago		
528558	<u> </u>		
Annexure Schedule: Contains 5	5 Pages.		
Grantor Certifications	A A A PARAMETER AND A PARAMETE		
I certify that I have the authority lodge this instrument	y to act for the Grantor and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reason instrument	nable steps to confirm the identity of the person who gave me authority to lodge this	V	
I certify that any statutory provi	sions specified by the Registrar for this class of instrument have been complied with	V	
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V	
I certify that the Mortgagee und	er Mortgage 5376690.1 has consented to this transaction and I hold that consent	V	
		,	
Mortgage 7911960.2 does not a	ffect the servient tenement, therefore the consent of the Mortgagee is not required	V	
Encumbrance 8827609.6 does n	ffect the servient tenement, therefore the consent of the Mortgagee is not required not affect the servient tenement, therefore the consent of the Encumbrancee is not	V.	
Encumbrance 8827609.6 docs n required			
Encumbrance 8827609.6 docs n required Signature			
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\*\*\* End of Report \*\*\*

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

	2009/6229EF
	APPROVED
	Registrar-General of Land
Grantor	
Charles Layton Roberts and Christine Jennifer Roberts	
Grantee	
Mt Cardrona Station Limited and Cardrona Alpine Development	ts 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 profiles) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A	Continue in additional Annexure Schedule, if required			
Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross	
Land covenants (as detailed in Annexure	Lot 1 DP 433836	Lot 1 DP 433836 (528557)	Lot 2 DP 433836, Lots 3, 7, 8, DP 21223, Lots 4 and 5 DP 344432	
Schedule 1)			(528558) Lot 6 DP 407594 (426694)	
	!			

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Easements or profits à prendre rig	ghts and powers (including terms, covenants and conditions)
	nemorandum number as required; continue in additional Annexure Schedule, if
Unless otherwise provided below, prescribed by the Land Transfer Re	, the rights and powers implied in specified classes of easement are those egulations 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	
required	Memorandum number as require; continue in additional Annexure Schedule, if
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
[Annexure Schedule 1 ]	
į I	

REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

1.5

Annexure Schedule: Page:3 of 5

Form L

Annexure Schedule

Insert instrument type

Easement

Continue in additional Annexuro Schedule, it required

#### Annexure Schedule 1

#### CONTINUATION OF COVENANT PROVISIONS

#### 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 covenants set out in this Instrument.

#### **Operative Part**

Interpretation

in this instrument unless the context otherwise requires:

"Building" means any structure, man-made or otherwise, including, but not limited to:

- a. Buildings;
- b. Trees exceeding 4 metres in height;
- c. Hedges exceeding 4 metres in height; and
- d. Clothes lines

#### but excluding:

- a. a fence or wall less than one metre in height above Ground Level; or
- any other structure less than five square metres in area and less than one metre in height above Ground Level.

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Document Set ID: 6479915 Version: 1, Version Date: 09/04/2020

<sup>&</sup>quot;Covenants" means the covenants set out in this Instrument.

<sup>&</sup>quot;Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the Covenants.

<sup>&</sup>quot;Grantee" means the registered proprietors of the Dominant Tenement from time to time.

Form L

Page 2 of 3

#### Annexure Schedule

Insert instrument type

Easement

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

"Ground Level" means the ground level of the Servient Tenement as at the date of registration of this instrument.

"Instrument" means the front page of this instrument, Schedule A, Annexure Schedule 1 and Annexure Schedule 2.

"No Build Covenant Area" means the land within Lot 1 DP 433836.

"Servient Tenement" means the land described in Annexure Schedule A as the servient tenement which is subject to the Covenants.

- 1.2 For the avoidance of doubt:
  - Words importing the singular number include the plural and vice versa.
  - b. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
  - c.s This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- 2. No Build Covenant
- 2.1 Without limiting the Grantor's obligations under clause 3, the Grantor covenants and agrees not to erect any Building or to allow any Building to remain on the No Build Covenant Area.
- 3. General Covenants
- 3.1 The Grantor covenants and agrees;
  - a. to observe and perform all the Covenants at all times; and
  - that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.
- 3.2 The Grantor covenants and agrees:
  - To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement of the Grantee's rights, remedies and powers under this Instrument.
  - To Indemnify the Grantee against all claims and proceedings arising out of a breach by the Granter of any of its obligations under this Instrument.

MWK-676047-33-30-V1

Page 3 of 3

Form L		- A A A A A A A A A A A A A A A A A A A			
Annexure Sch	edule				
Insert instrument	type		**************************************		
Easement				<del></del>	

c. To pay the Grantee interest on all amounts due by the Grantor to the Grantee at the rate of 12% per annum from the date of demand until paid.

#### 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 Grantee's other rights, this Instrument binds the Grantor'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.

MV/K-676047-33-30-VI



## **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8920006.11 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Encumbrance



Affected Computer Registers	Land District			
528557	Otago			
Annexure Schedule: Contains 8	Pages.			
Encumbrancer Certifications				
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancer and that the party has the legal capacity to authorise	87		
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	Ø		
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V		
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V		
Signature				
Signed by Kenneth Francis McK	Cenzie as Encumbrancer Representative on 02/11/2011 01:11 PM			
Encumbrancee Certifications				
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancee and that the party has the legal capacity to authorise	V		
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V		
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	<b>8</b> 2		
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	W		
Signature				
Signed by Michael Wayne Kerr	as Encumbrancee Representative on 03/11/2011 09:40 AM			
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\*\*\* End of Report \*\*\*

Document Set ID: 6479914

Version: 1, Version Date: 09/04/2020

Annexure Schedule: Page:1 of 8

#### Encumbrance instrument (Section 101 Land Transfer Act 1952)

			APPROVED
Affected Instrument Identifier			Registrar-General of Land
and type (if applicable)	All/part	Area/Description of part or stratum	
528557	Ali		
Encumbrancer Charles Layton Roberts and Ch	ristine Jenr	alfer Roberts	
Encumbrancee			
Mt Cardrona Station Limited			
Estate or interest to be encumb	ered	Insert e.g. Fee simple:	Leasefiold in Lease No. etc.
Fes Simple	***		
Encumbrance Memorandum Nu	mber		
Not Applicable			
Nature of security Continued on Schedule 2		State whether sum of money, annu	ity or rentcharge and amount
Encumbrance		Dalata	
		Delate	words in [], as appropriate
in the <del>(above Encumbrance Mem</del> the terms and other provisions s	nnuity or ren <del>rorandum]</del> [A et out in the cumbrancee	It of the Encumbrancee the land in the tcharge, to be raised and paid in accordance with the content of the payment(s) secured by this Encumbrance.	dance with the terms set out porate in this Encumbrance

REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Terms	
1 Length of term See Annexure Schedule 2	
2 Payment date(s)	
3 Rate(s) of interest	
4 Event(s) in which the sum, annuity or rentcharge be	comes payable
1	
5 Event(s) in which the sum, annuity or rentcharge ce	ases to be payable
Covenants and conditions  Continued on Annexure Schedule 2	Continue in Annexure Schedule(s), if required
Communed on Annexure Schedule 2	
An after a grant of the same o	
Modification of statutory provisions  Continued on Annexure Schedule 2	Continue In Annexure Schedule(s), If required
; 	
! !	
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REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

Form L

Annexure Schedule

Insert Instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

#### Annexure Schedule 2

# Continuation of Nature of Security, Covenants and Conditions and Modification of Statutory Provisions

#### **BACKGROUND**

- A. The Encumbrancer is registered as proprietor of the fee simple estate in the Land.
- B. The Encumbrancer has agreed to grant the Encumbrancee a right of first refusal to purchase any part of the Land.
- C. In order to secure the right of first refusal and to bind successors in title of the Encumbrancer, the Encumbrancer wishes to encumber the Land for the benefit of the Encumbrancee on the terms and conditions contained in this Encumbrance.

#### **OPERATIVE PARTS**

- 1. Interpretation
- 1.1 In this Encumbrance, unless the context otherwise requires:

"Encumbrancee" means

means Mt Cardrona Station Limited.

"Encumbrancer"

means the registered proprietor of the Land or any part

of the Land from time to time.

"Land"

means all the land in Lot 1, Deposited Plan 433836

(CFR 528557).

"LTA"

means the Land Transfer Act 1952.

'PLA"

means the Property Law Act 2007.

"Rent Charge"

means the charge described in clause 2.

"Working Day"

has the meaning given to it under section 4 of the PLA.

- 1.2 For the avoidance of doubt;
  - a. Words importing the singular number include the plural and vice versa;

Form L

Page 2 of 6

#### Annexure Schedule

Insert instrument type

#### Encumbrance

- A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- References to the parties are references to the Encumbrancee and the Encumbrancer.
- d. This Encumbrance binds or benefits the parties and their heirs, executors, successors and assigns for the term of this Encumbrance.
- e. References to clauses are to those named in this Encumbrance:
- f. Headings are for convenience only and do not affect interpretation;
- g. Statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and
- h. A reference to "written" or "writing" includes facsimile communications.
- 2. Term and Rent Charge
- 2.1 The term of this Encumbrance commences on the date of this Encumbrance and expires on that date which is 999 years from the date of this Encumbrance ("Term").
- 2.2 Subject to clause 2.3, the Encumbrancer encumbers the Land for the benefit of the Encumbrancee for the Term, with an annual rent charge ("the Rent Charge") of \$1,000.00 to be paid on each anniversary of the date of this Encumbrance.
- 2.3 If during the year preceding the date of this Encumbrance and each successive year after that there has been no breach of the covenants and obligations of the Encumbrancer contained in this Encumbrance, the Rent Charge will be deemed to have been paid.
- 2.4 The Rent Charge will determine immediately and the Encumbrancer will be entitled to a release of this Encumbrance if all covenants expressed in this Encumbrance become obsolete or no longer enforceable.
- 3. Covenants
- 3.1 The parties covenant with each other to perform their respective obligations set out in clauses 4 to 9 (inclusive).
- 4. Successors in title
- 4.1 Subject to clause 2, this Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of the Land or any part of the Land, all such successors in title must comply with the covenants of this Encumbrance.

#### Annexure Schedule

Insert instrument type

Encumbrance

#### 5. Right of First Refusal

- 5.1 The Encumbrancer agrees to grant a right of first refusal to the Encumbrancee to purchase all or any part of the Land on the terms set out in this clause.
- 5.2 Before selling, disposing of, or transferring the Land (or any interest in it or part of it) at any time, the Encumbrancer agrees to first give written notice ("Offer") to the Encumbrancee. The notice will specify the terms on which the Encumbrancer would be prepared to sell the Land. The notice will be deemed to be an offer to sell the Land to the Encumbrancee at the price nominated by the Encumbrancer in it.
- 5.3 The Offer will be deemed to include the provisions of the then current edition of the Real Estate Institute of New Zealand and Auckland District Law Society form of agreement for sale and purchase of real estate (or if such form no longer exists, the form of sale agreement commonly used by practitioners in the area of the Land), with the modifications specified in the Offer.
- 5.4 The Encumbrancee agrees to give written notice to the Encumbrancer accepting or declining the Offer within 10 Working Days of receiving it. Time is of the essence.
- 5.5 The Encumbrancer and Encumbrancee may also sell any agreed chattels with the Land at a price they agree.
- 5.6 The Encumbrancer may withdraw the Offer at any time before the Encumbrancee accepts it under clause 5.4.
- 5.7 On accepting the Offer, the Encumbrancee will immediately pay the Encumbrancer a deposit equivalent to 10% of the offered price. The balance will be paid in cash on settlement. Settlement will take place 30 days after the Encumbrancer receives the notice given under clause 5.4. The parties may agree to any other settlement date.
- 5.8 If the Encumbrancee does not notify the Encumbrancer within the time specified in clause 5.4 (time being of the essence) or if the Encumbrancee declines the Offer, the Encumbrancer can sell the Land to any other person. The price at which the Land is sold must not be less than that specified in the Offer or on more favourable terms than the Offer.
- 5.9 Before selling the Land at a lower price or on more favourable terms than specified in the Offer, or after a period of more than 6 months from the date of any prior Offer, the Encumbrancer will make a new offer to the Encumbrancee under clause 5.2. The remaining provisions of this Encumbrance will apply. The parties intend that each time the price is lowered from the previous offer, the Encumbrancer must offer the Land at the lower price to the Encumbrancee first under clause 5.4.
- 6. Dispute Resolution
- 6.1 If a party has any dispute with the other party in connection with this Encumbrance:

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 Form L

Page 4 of 6

#### Annexure Schedule

Insert instrument type

#### **Encumbrance**

- That party will promptly give full written particulars of the dispute to the others.
- The parties will promptly meet together and in good faith try and resolve the dispute.
- 6.2 If the dispute is not resolved within 5 Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 6.3 A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
- 6.4 The mediation procedure is:
  - a. The parties will appoint a mediator and if they fall to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - The parties must co-operate with the mediator in an effort to resolve the dispute.
  - If the dispute is settled, the parties must sign a copy of the terms of the settlement.
  - d. If the dispute is not resolved within 10 Working Days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- 6.5 The terms of settlement are binding on the parties and override the terms of the deed if there is any conflict.
- 6.6 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 6.7 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible in any arbitration or legal proceedings.
- 6.8 Either party may commence arbitration proceedings when mediation ceases under clause 6.4d above.
- 6.9 If the dispute is referred to arbitration:
  - The arbitration will be conducted by one arbitrator appointed by the parties.

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Form L

Page 5 of 6

#### Annexure Schedule

Insert Instrument type

#### Encumbrance

- b. If the parties cannot agree on an arbitrator within 10 Working Days the appointment will be made by the president of the New Zealand Law Society or the president's nominee.
- c. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996,
- 6.10 Neither party will unreasonably delay the dispute resolution procedures in this clause 6.
- 6.11 This clause 6 does not apply to:
  - Any dispute arising in connection with any attempted renegotiation of this Encumbrance; or
  - b. An application by either party for urgent interlocutory relief.
- 6.12 Pending resolution of any dispute the parties will perform this Encumbrance in all respects including performance of the matter which is the subject of dispute.
- 7. Modification of the Statutory Provisions
- 7.1 Section 203 of the PLA applies to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee):
  - the Encumbrancee is entitled to none of the powers and remedies given to encumbrancees by the LTA and the PLA;
  - no covenants on the part of the Encumbrancer and its successors in title are implied in this Encumbrance other than the covenants for further assurance implied by section 154 of the LTA.
- 7.2 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
  - The creation, variation or surrender of an easement (section 90E (3) LTA);
  - The variation of a mortgage Instrument or priority of mortgages (sections 102 (4) and 103(3) LTA);
  - The disposal of a licence or shares to which the licence relates (section 121 I (1) LTA); and
  - d. The creation, variation or surrender of a land covenant,

and this consent will be deemed to be the consent of the mortgagee (which term includes encumbrance) as specified in the LTA to the registration of a particular instrument specified in clauses (a) to (d) inclusive above.

Form L	Page 0	10
Annexure Schedule		
Insert instrument type		
Encumbrance		_

- 7.3 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent), then the Encumbrancee will immediately, at the request of the Encumbrancer, give that consent.
- 8. Waiver
- 8.1 Any failure by a party to enforce any clause of this Encumbrance, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Encumbrance.
- 9. Genera
- 9.1 Any notice required to be served on any party will be in writing and served in accordance with the PLA.
- 9.2 The Encumbrancer will pay the Encumbrancee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Encumbrancee's rights, remedies and powers in this Encumbrance and will indemnify the Encumbrancee against all claims and proceedings arising out of the breach by the Encumbrancer of any of its obligations set out in this Encumbrance.



## COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



### Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier

499605

Land Registration District Otago

Date Issued

29 September 2011

Prior References

182388

Estate

Fee Simple

Area

26.1670 hectares more or less

Legal Description Lot 1 Deposited Plan 425263

**Proprietors** 

Charles Layton Roberts, Christine Jennifer Roberts and Jo-Anne Leslie Johns

#### Interests

Subject to Section 59 Land Act 1948

- 500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 --20.7.1978 at 9:35 am
- Appurtenant hereto is a right of way created by Transfer 838333.3 10.9.1993 at 10:33 am
- $\sqrt{\text{Land Covenant in Transfer 5246992.7 11.6.2002 at 9:11 am}}$
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.1 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.2 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.4 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am
- Appurtenant to part (formerly in CT 142657) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am
- $\checkmark$ Land Covenant in Easement Instrument 8079074.1 20.2.2009 at 9:00 am
- Land Covenant in Easement Instrument 8079074.2 20.2.2009 at 9:00 am
- Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am
- Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am
- /Land Covenant in Easement Instrument 8100093.8 13.3.2009 at 9:00 am
- Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to
- Appurtenant hereto is a right of way and a right to convey water, telecommunications, computer media and MSL (CO) electricity created by Easement Instrument 8574798.5 29.9.2011 at 9:42 am

The easements created by Easement Instrument 8574798.5 are subject to Section 243(a) Resource Management Act 1991

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am

Transaction Id

Guaranteed Search Copy Dated 13/07/16 10:46 am, Page 1 of 13 Register Only

Surrender & Bucklands

Client Reference proberts004

Document Set ID: 6479913 Version: 1, Version Date: 09/04/2020 Identifier

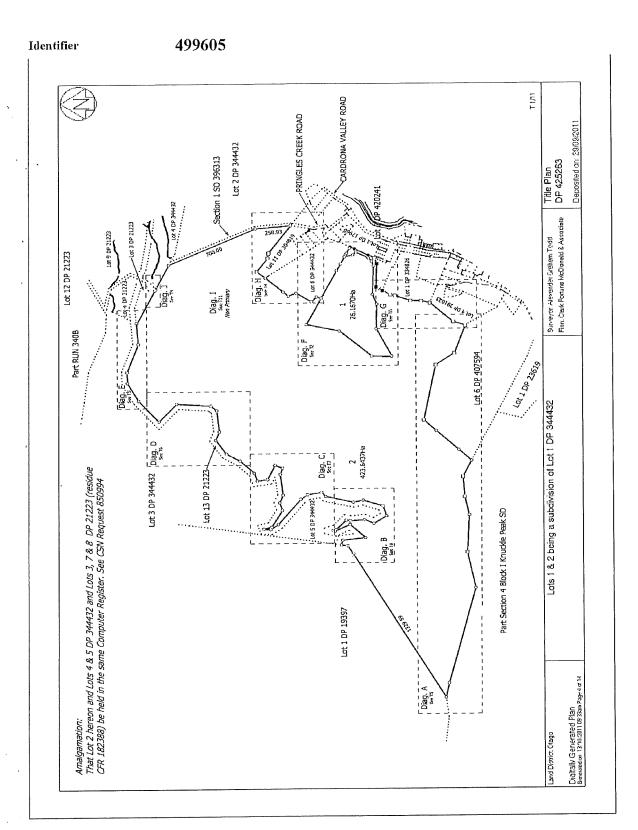
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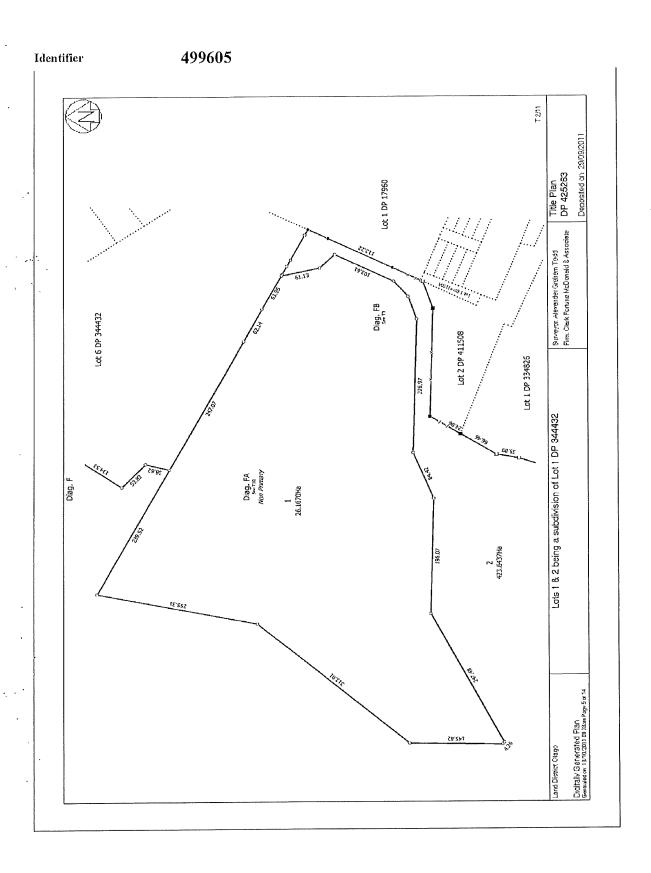
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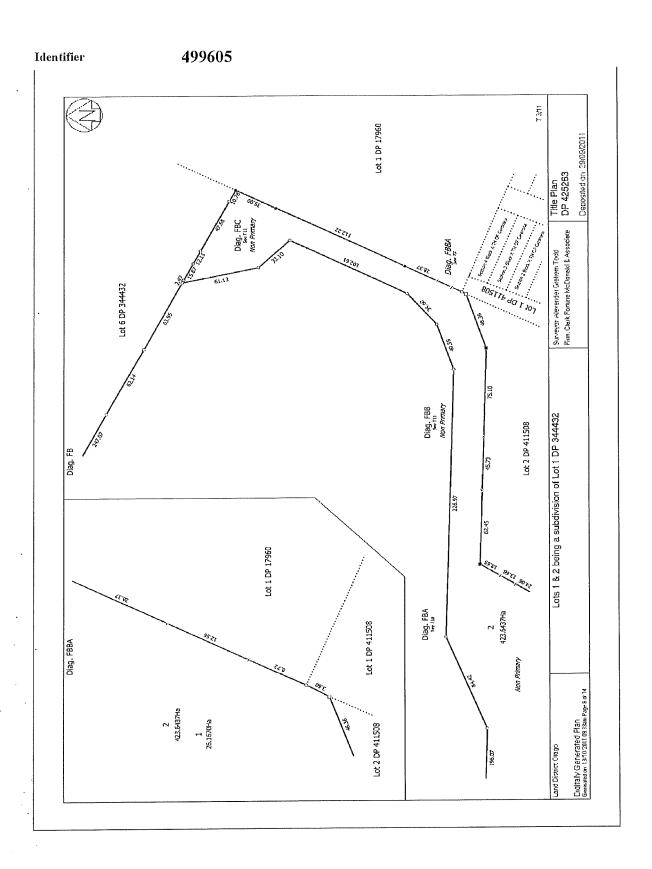
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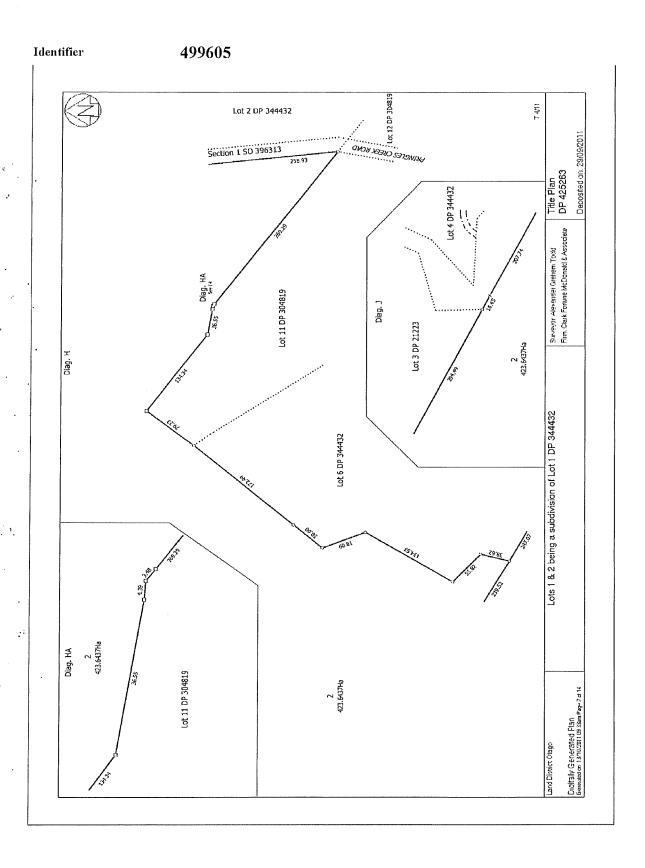
8920006.6 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm

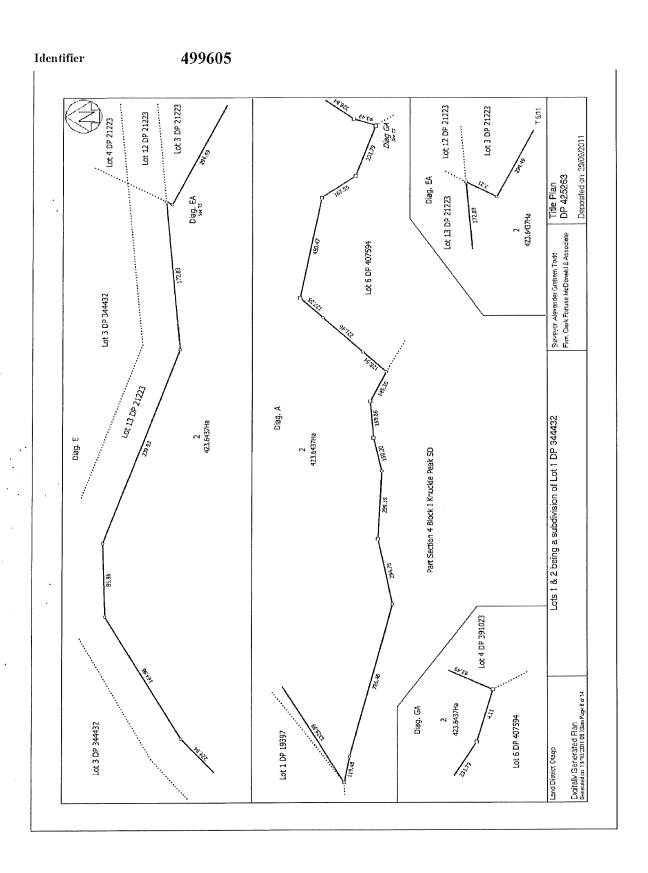
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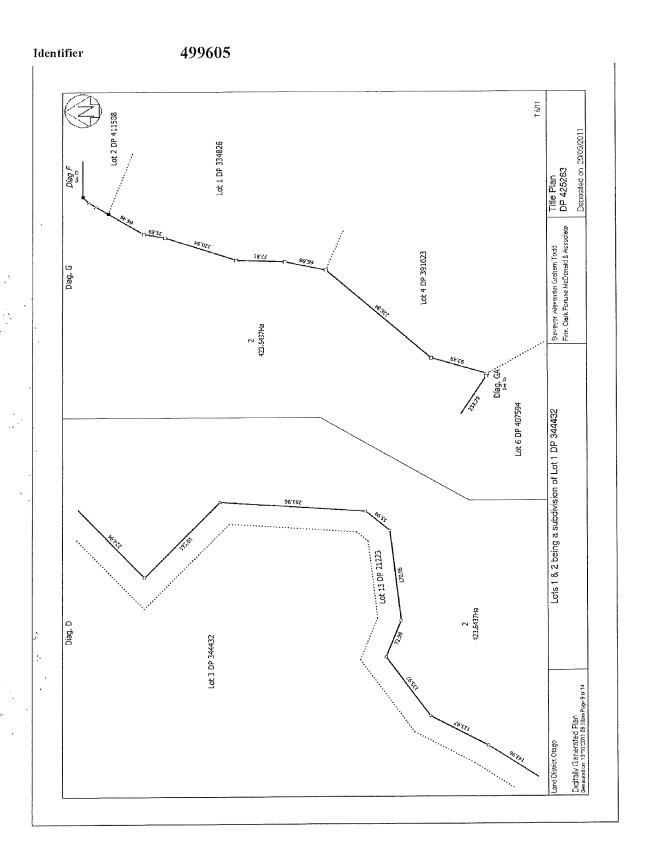


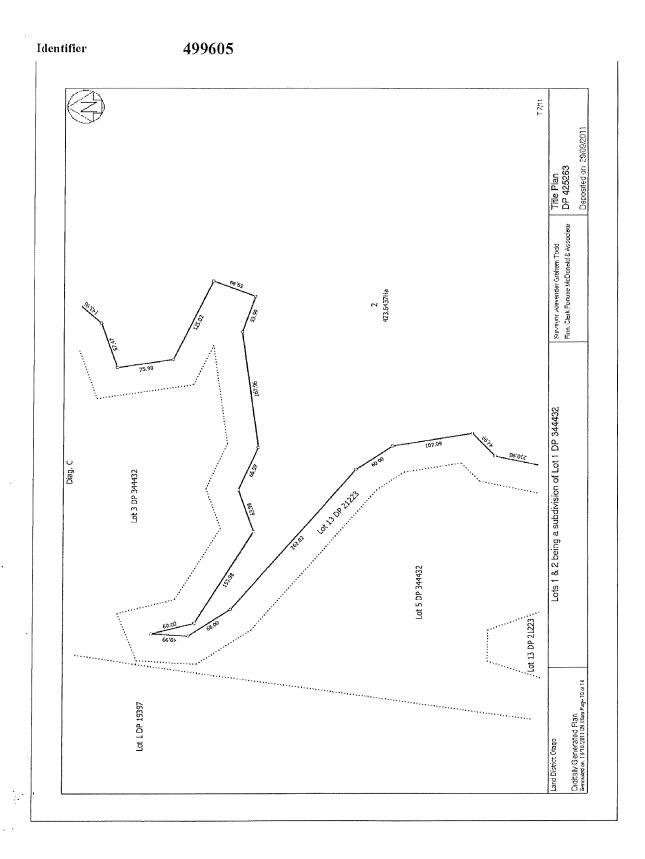


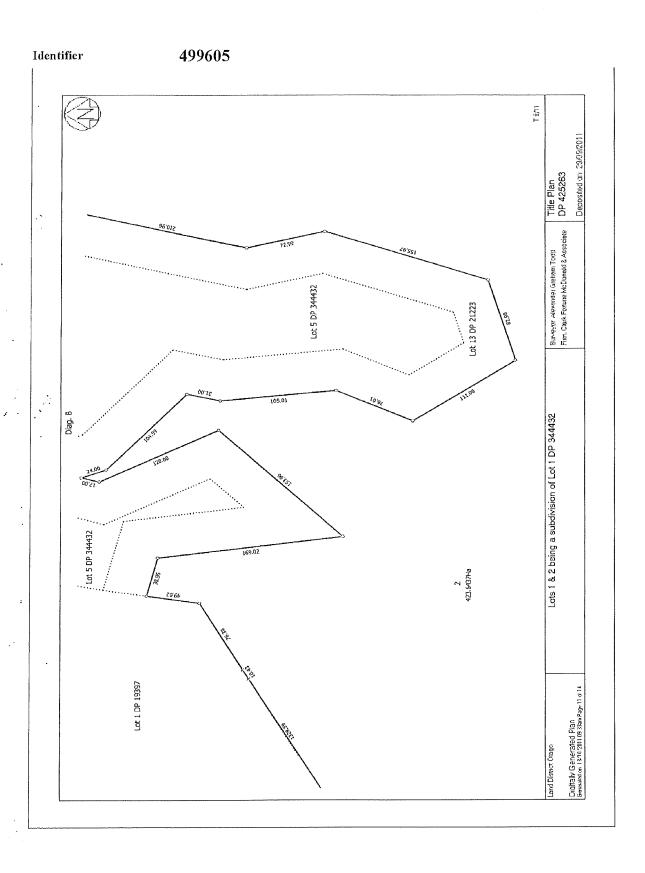


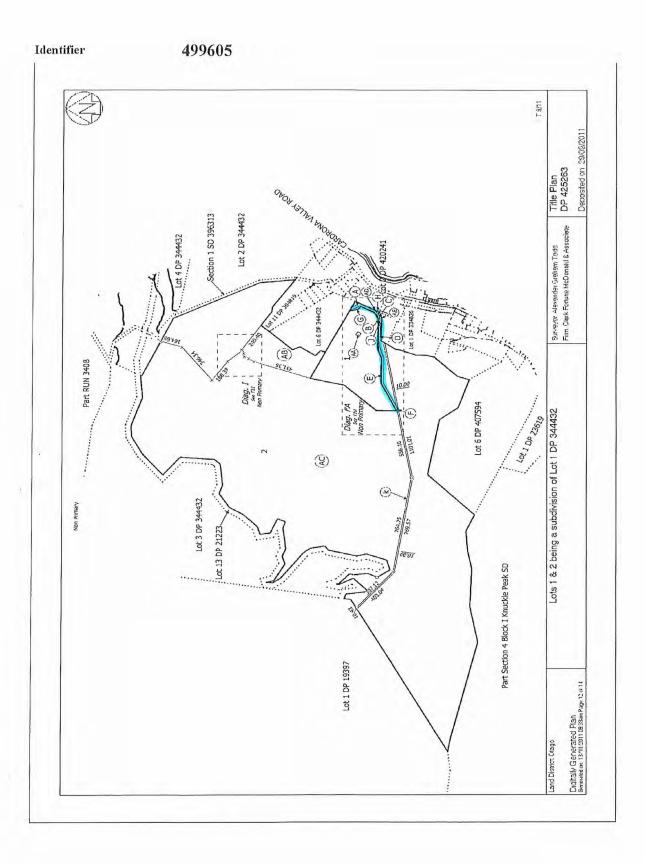


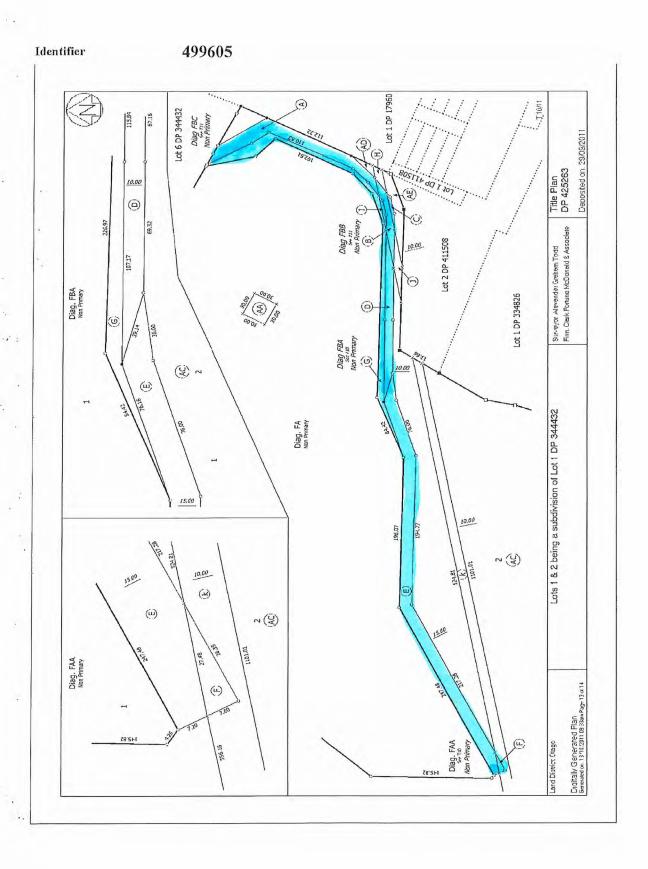


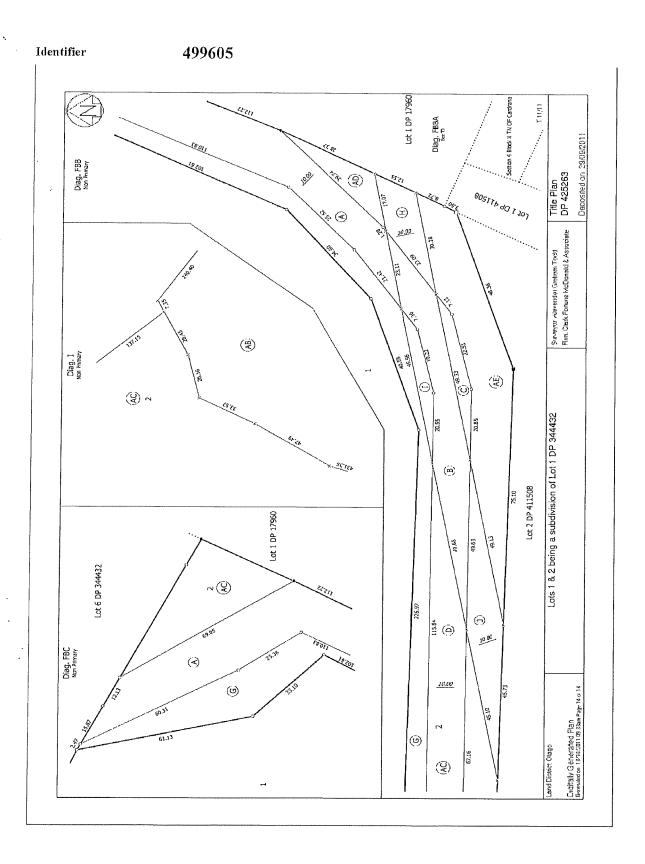












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Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952\_El 6057313.5 Easement In: у Светега о Land registration district **OTAGO** Grantor Surname(s) must be underlined or in CAPITALS. Paul Andrew ARNOTT and Karen Lea VOLICH Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). Dated this day of 14th June 2004 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) ANDREW COTTEN Occupation SULICITOR 185 Elizabeth Street Sydney Address Signature [common seal] of Grantor Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address Signature [common seal] of Grantee

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

\*If the consent of any person is required for the grant, the specified consent form must be used. REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479912 Version: 1, Version Date: 09/04/2020

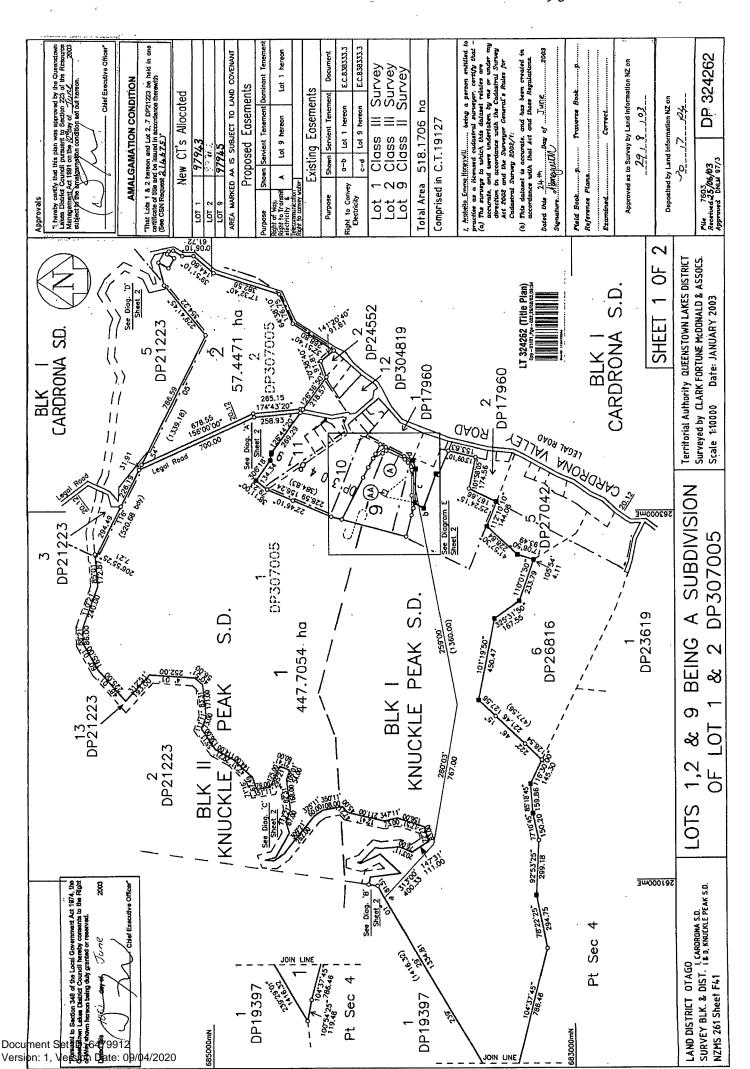
# Approval Co2/e055EF

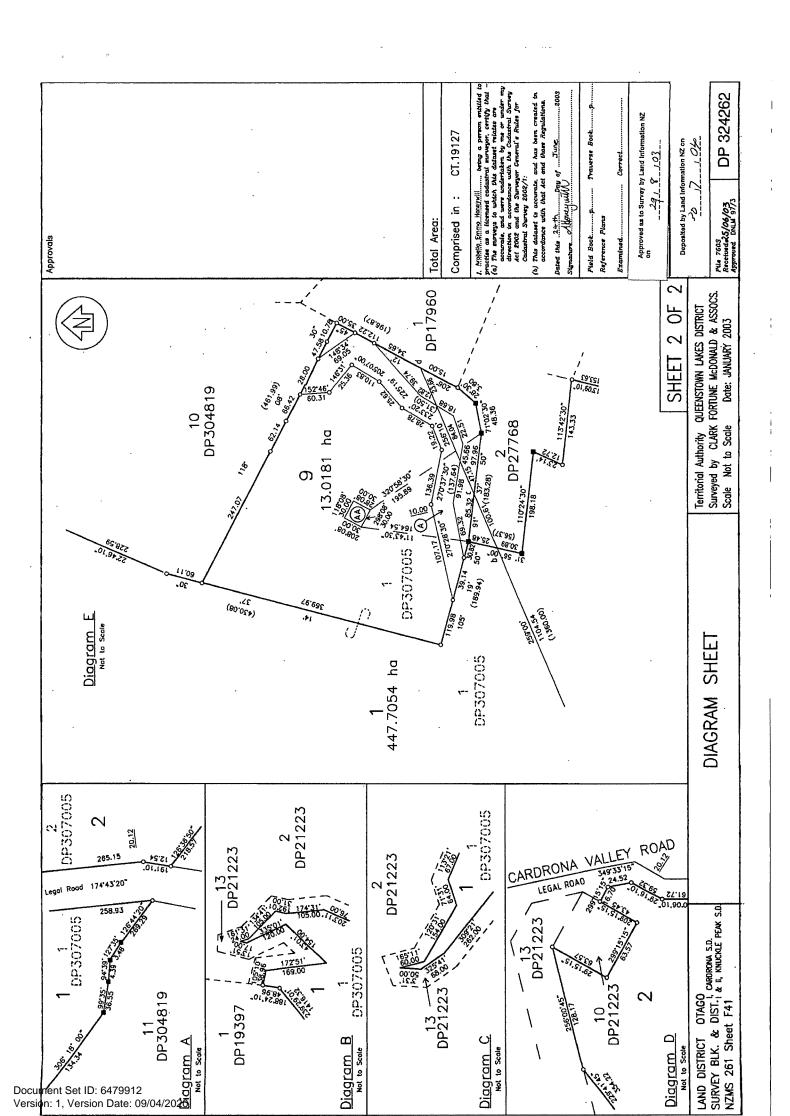
## Approved by Registrar-General of Land under No. 2002/6055 Annexure Schedule 1

Egramont Instrument			TO LE
Easement Instrument	Dated 14 Jun	ne 2004	Page 1 of 1 pages
Schedule A		(Continue in additional A	nnexure Schedule if require
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross
Right to Convey Water and Transmit Electricity	Y, GG Deposited Plan 304819	Lot 8 Deposited Plan 304819 CT OT 19123	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127
i waj wa zama ija	ng ditions) below, the rights and powe nsfer Regulations 2002 and/	or the Minth Schedule of the	es of easement are those Property Law Act 1952.
	ers are [varied] [negatived]		
[Memorandum number		ed under section 155A of the	Land Transfer Act 1952].
(the provisions set out in An	inexure Schedule 2].		
ovenant provisions elete phrases in [ ] and inse ontinue in additional Annexu	rt memorandum number as re Schedule If required.	required.	
The provisions applying to the	he specified covenants are t	hose set out in:	
Memorandum number	, registere	d under section 155A of the	Land Transfer Act 19521
Annexure Schedule 2].			,
All signing parties a	and either their witnesses	or solicitors must sign or l	nitial in this box

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6479912 Version: 1, Version Date: 09/04/2020







### View Instrument Details

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8574798.5 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne Easement Instrument



Affected Computer Registers	Land District		
499605	Otago		
499606	Otago		
Annexure Schedule: Contains 4	Pages.		
Grantor Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reason 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 provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V	
I certify that I hold evidence sho prescribed period	I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the		
Caveat 8474689.1 is limited in i	ts effect and does not forbid the registration of this transaction	V	
I certify that the Mortgagee under	I certify that the Mortgagee under Mortgage 7911960.2 has consented to this transaction and I hold that consent		
Signature			
Signed by Michael Wayne Kerr	as Grantor Representative on 28/09/2011 08:28 AM		
Grantee Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	W.	
I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument		V	
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 sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V	
Signature			
Signed by Michael Wayne Kerr	as Grantee Representative on 28/09/2011 08:28 AM		

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

Annexure Schedule: Page:1 of 4

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

2009/6229EF APPROVED Registrar-General of Land

Mt Cardrona Station Limited	i		
Grantee			
Mt Cardrona Station Limited	I		
Grant of Easement or Profit			
Grantee (and if so stated in	n gross) the easemer	ot(s) or profit(s) à prendr	) set out in Schedule A grants to the e set out in Schedule A, or creates the is set out in the Annexure Schedule(s)
Schedule A		Continue In ad	ditional Annexure Schedule, if required
Purpose (Nature and	Shown (plan	Servient Tenement	Dominant Tenement
extent) of easement; profit or covenant	reference)	(Computer Register)	(Computer Register) or in gross
Right of Way, Right to	A, B, C, D, E, F, G	Lot 2 on DP 425263	Lot 1 on DP 425263 (CFR 499605)
Convey Water, Right to	& I on DP 425263	(CFR 499606)	
Convey			
Telecommunications and			
Computer Media and Right			
to Convey Electricity			
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REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

Grantor

Easements or profits à prendre rig	ghts and powers (including terms, covenants and conditions)
Delete phrases in [ ] and insert me required	emorandum number as required; continue in additional Annexure Schedule, if
Unless otherwise provided below, prescribed by the Land Transfer Re	, the rights and powers implied in specified classes of easement are those egulations 2002 and/or Schedule Five of the Properly Law Act 2007
The implied rights and powers are t	hereby <del>[varied]</del> [ <del>negatived]</del> [added to] or [ <del>substituted]</del> by:
[Memorandum-number	, registered under section 155A of the Land Transfer Act 1952)
[the provisions set out in Annexure	Schedule 2 ]
Covenant provisions	
	emorandum number as require; continue in additional Annexure Schedule; If
required	de regard, estimate in distribution de regardier, il
The provisions applying to the spec	olfied covenants are those set out in.
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
TAnnexure Schedule }	

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

227

Annexure Schedule: Page:3 of 4

Page 1 of 2

Annexure Schedule

Insert instrument type

Easement

Continue in additional Annexure Schedule, il reguired

#### **ANNEXURE SCHEDULE 2**

#### 1. Maintenance

1.1 The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are amended so that any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by the user (which includes any agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that person or grantee or in such proportion as relates to the act or omission.

#### 2. Conflict of Terms

2.1 Where there is conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.

#### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - the Grantor has requested written consent from the Grantee under clause 3.2; and

AJI-676047-32-9-V1

Document Set ID: 6479911 Version: 1, Version Date: 09/04/2020

Annexure Schedule: Page:4 of 4

Page 2 of 2

Annexure Sch Insert instrument Easement	
b,	the Grantee has failed or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.

AJI-876047-32-9-V1

Form L





### Title Plan - DP 425263

Survey Number

DP 425263

Surveyor Reference 9864 McDougalls

Surveyor

Alexander Graham Todd

Survey Firm

Clark Fortune McDonald & Associates

Surveyor Declaration I Alexander Graham Todd, being a licensed cadastral surveyor, certify that:

(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the

Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction.

Declared on 01 Oct 2010 02:00 PM

#### Survey Details

Dataset Description Lots 1 & 2 being a subdivision of Lot 1 DP 344432

Status

Deposited

Land District

Otago

**Survey Class** 

Survey Approval Date 15/10/2010

Class B

Submitted Date

01/10/2010

**Deposit Date** 

29/09/2011

#### **Territorial Authorities**

Queenstown-Lakes District

#### Comprised In

CT 182388

Created	Parcels

Parcel Intent	Area	CT Reference
Land Covenant		
Fee Simple Title	26.1670 Ha	499605
Fee Simple Title	423.6437 Ha	499606
Easement		
	Land Covenant Land Covenant Land Covenant Land Covenant Fee Simple Title Fee Simple Title Easement	Land Covenant Land Covenant Land Covenant Land Covenant Land Covenant Fee Simple Title Fee Simple Title Easement

DP 425263 - Title Plan Document Set ID: 6479910 Version: 1, Version Date: 09/04/2020





## Title Plan - DP 425263

**Created Parcels** 

Parcels

Area AA Deposited Plan 425263

Total Area

**Parcel Intent** 

Land Covenant

Area

CT Reference

449.8107 Ha

Document Set 125.264795 He Plan Version: 1, Version Date: 09/04/2020

	EXISTING EA	ASEMENTS	
PURPOSE	SHOWN SERVIENT Creatin TENEMENT Docume		
Right of Way			
Right to transmit electricity & telecommunications	A, B, C & D	Lot 2 herewith	El. 6097426.5
Right to convey water			
Right to Convey Electricity	H, B, I, J, K & F	Lot 2 herewith	T. 838333.3

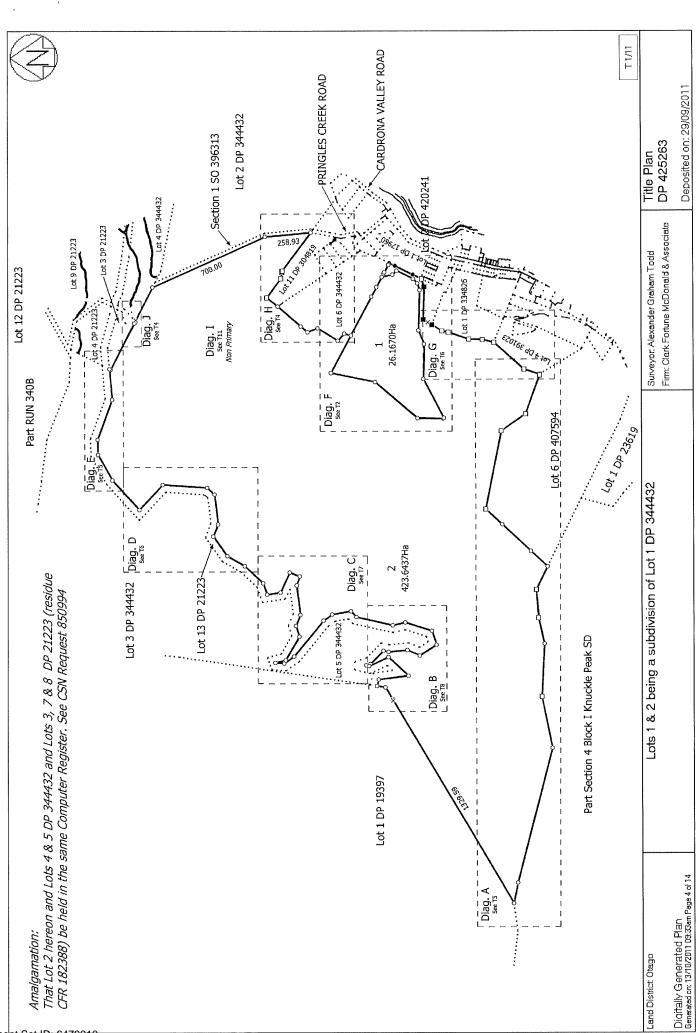
MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN SERVIENT DOMINANT TENEMENT TENEMENT		
Right of Way			
Right to Convey Water			
Right to Convey Telecommunications & Computer Media	A, B, C, D, E, F, G & I	Lot 2 herewith	Lot 1 herewith
Right to Convey Electricity			

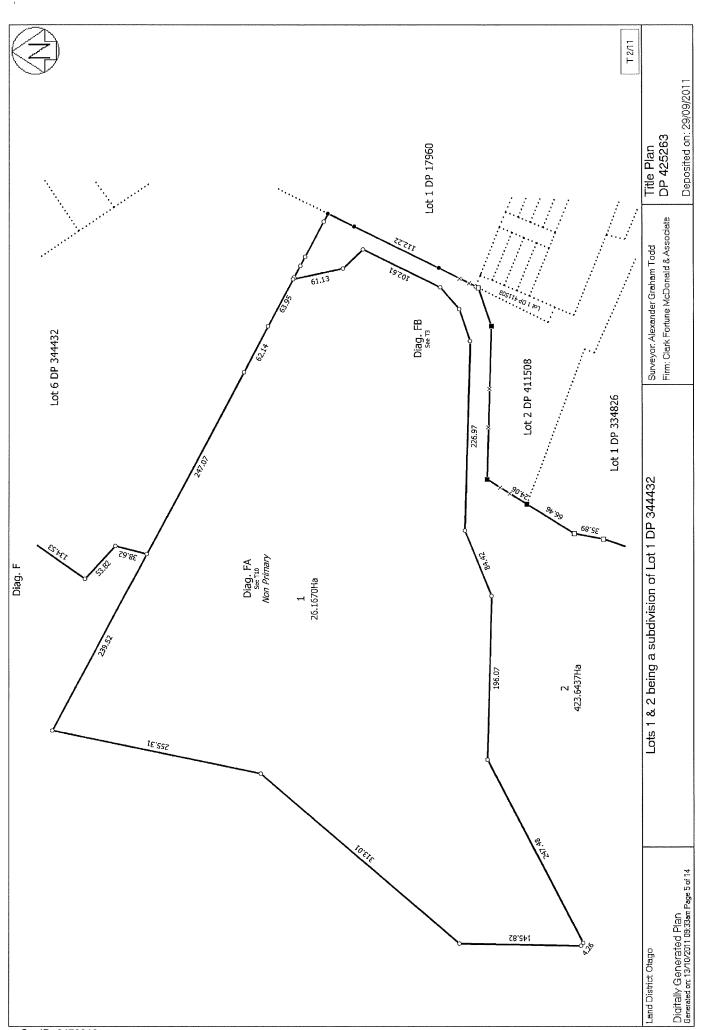
Area AA on DP 425263 is subject to an existing land covenant (Created by CONO 6097426.4)

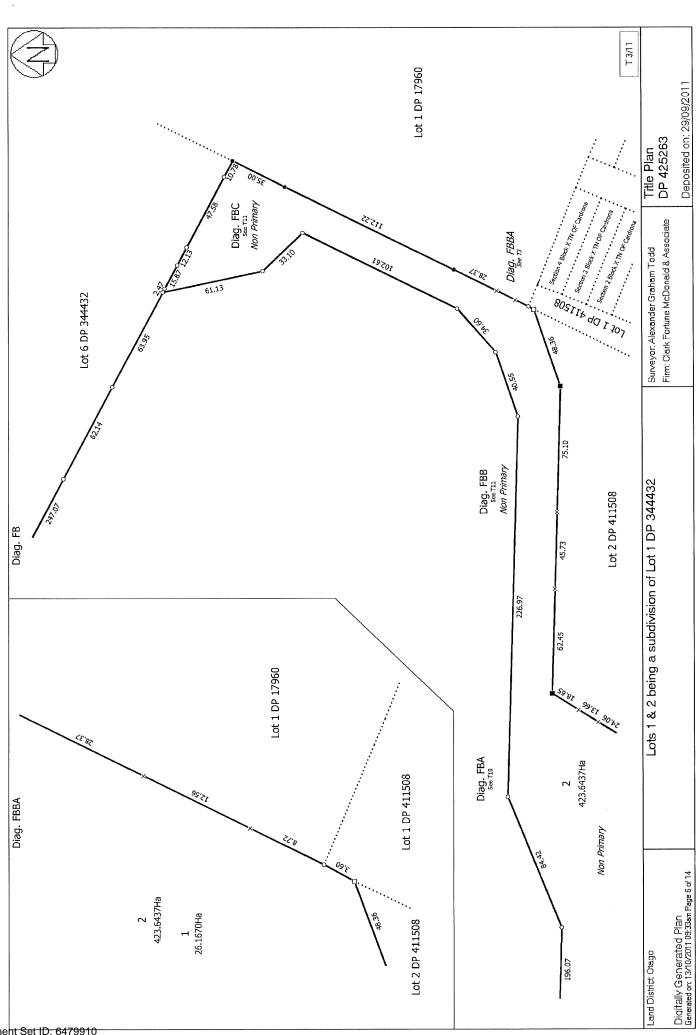
Areas AB, AC, AD & AE are subject to a land Covenant

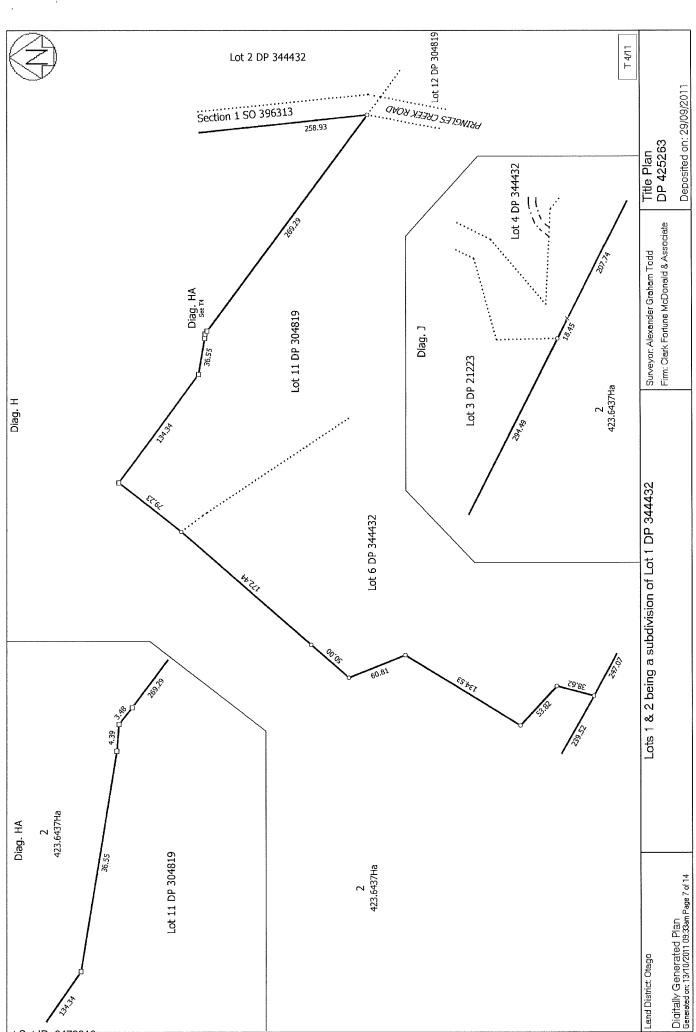
#### **Amalgamation Condition:**

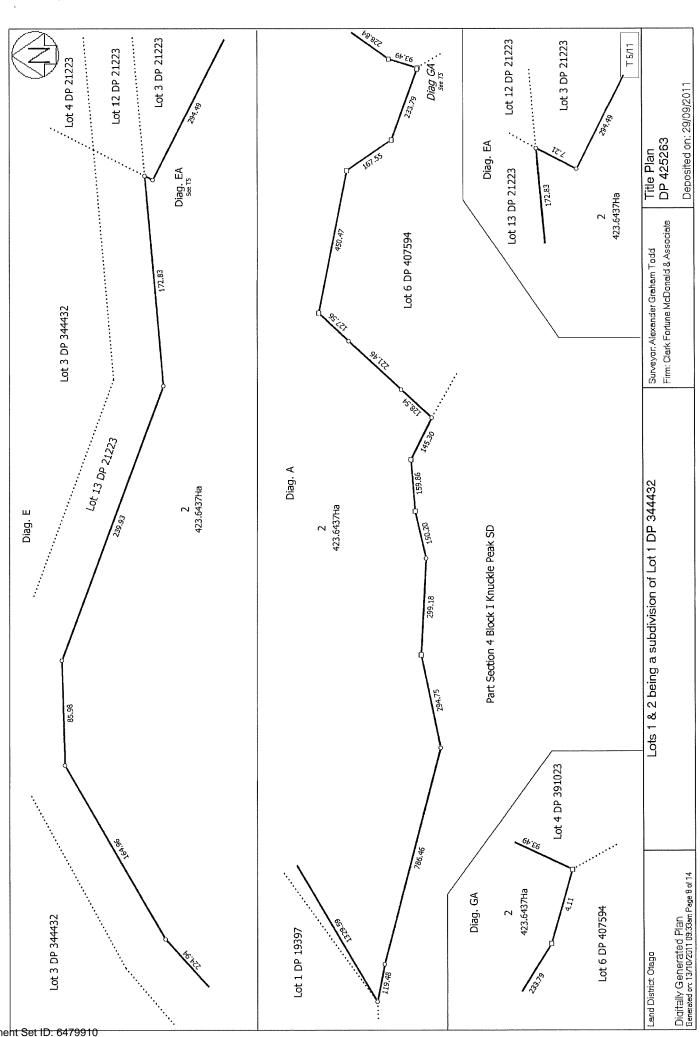
That Lot 2 herewith and Lots 4 & 5 DP 344432 and Lots 3, 7 - 8 DP 21223 (residue CFR 182388) be held in the same Computer Register. See CSN Request 850994.

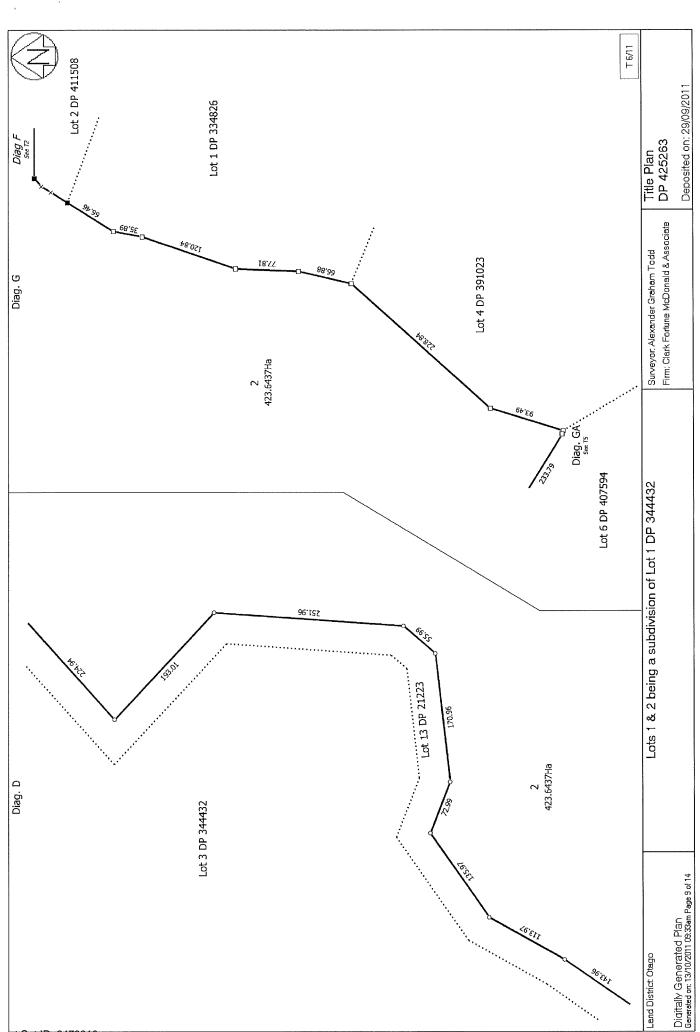


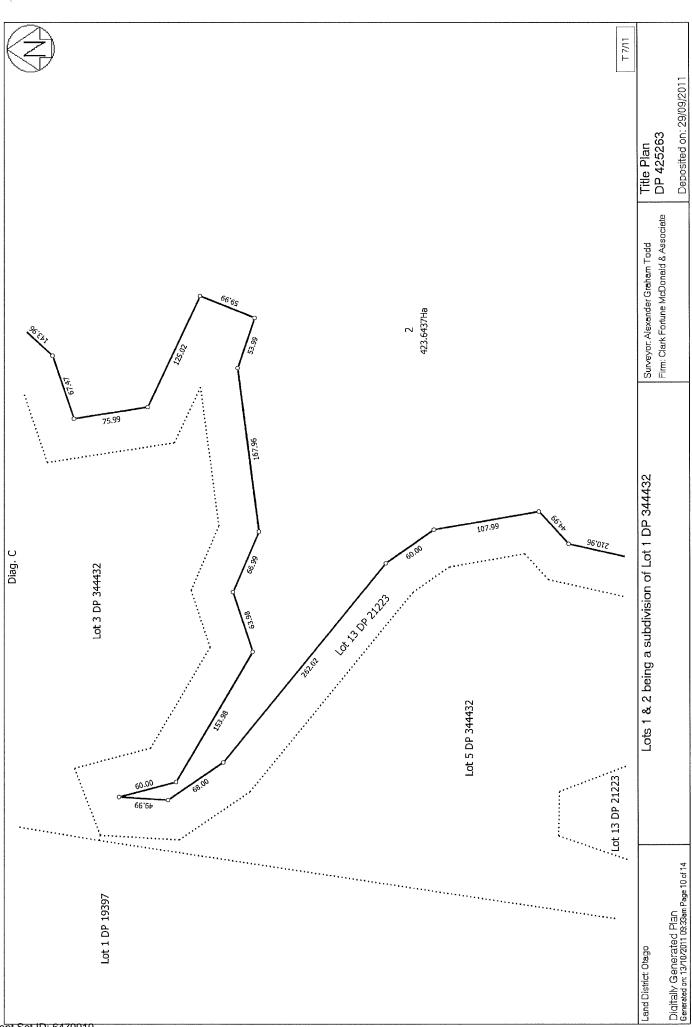


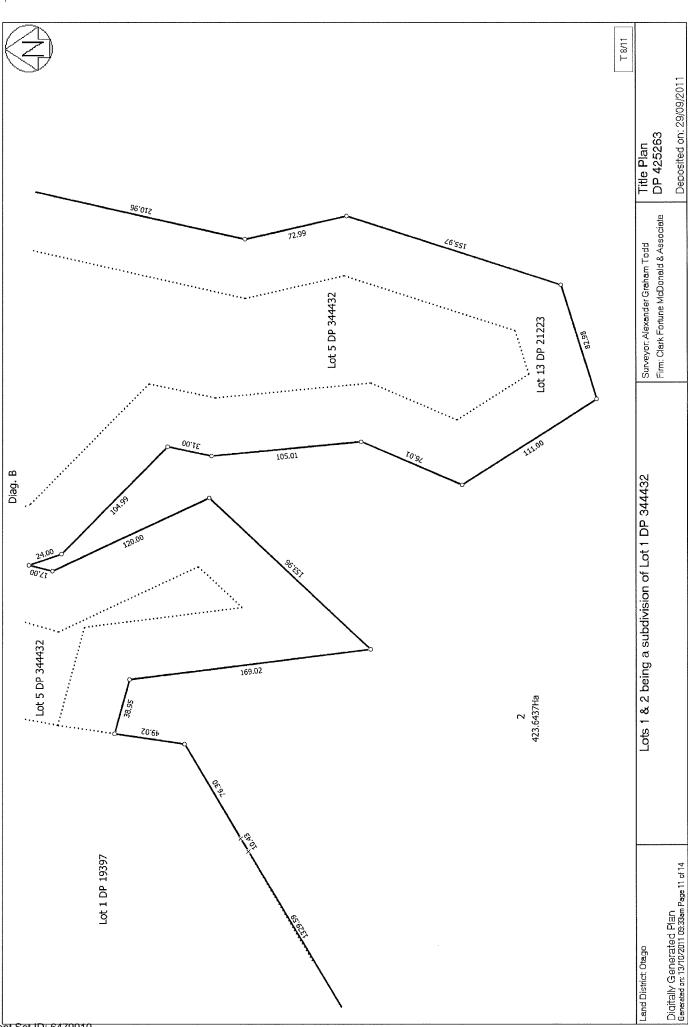




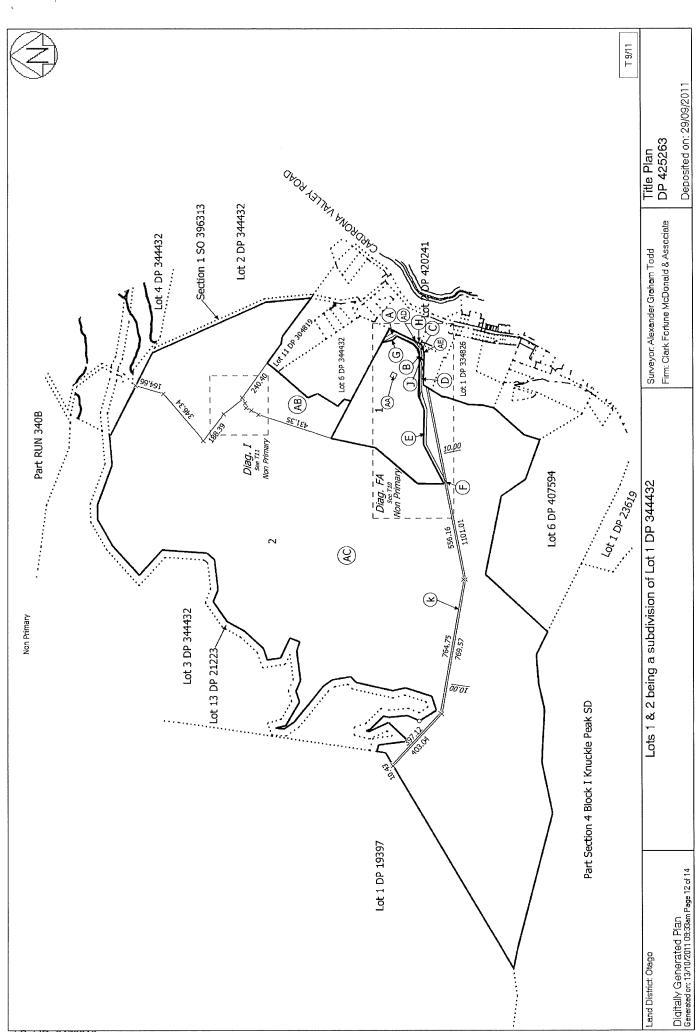


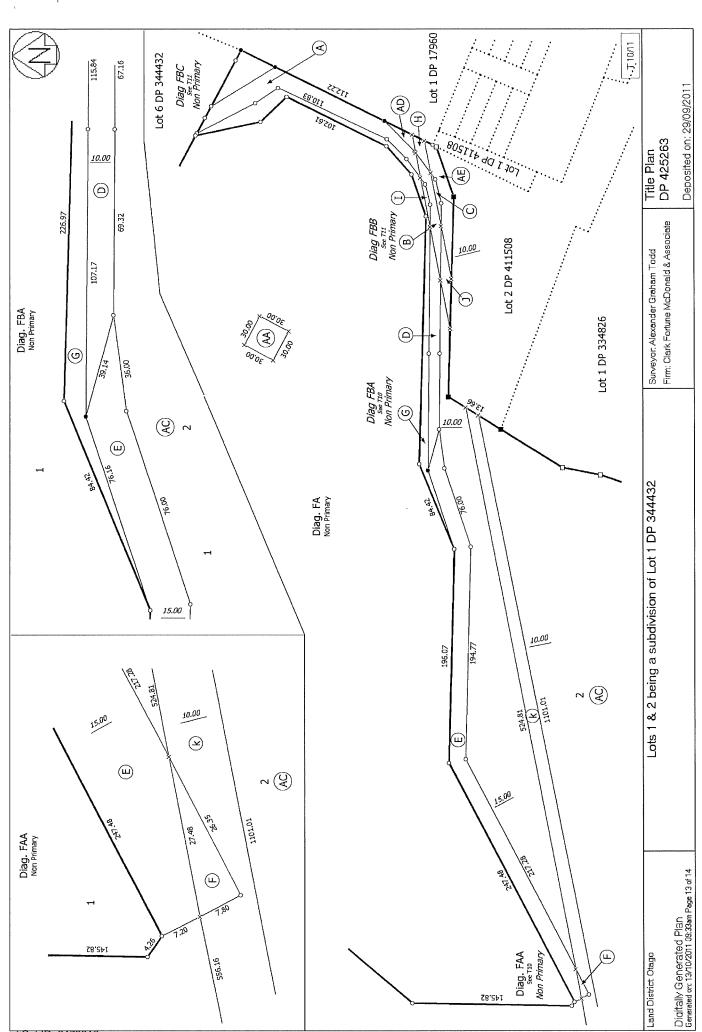




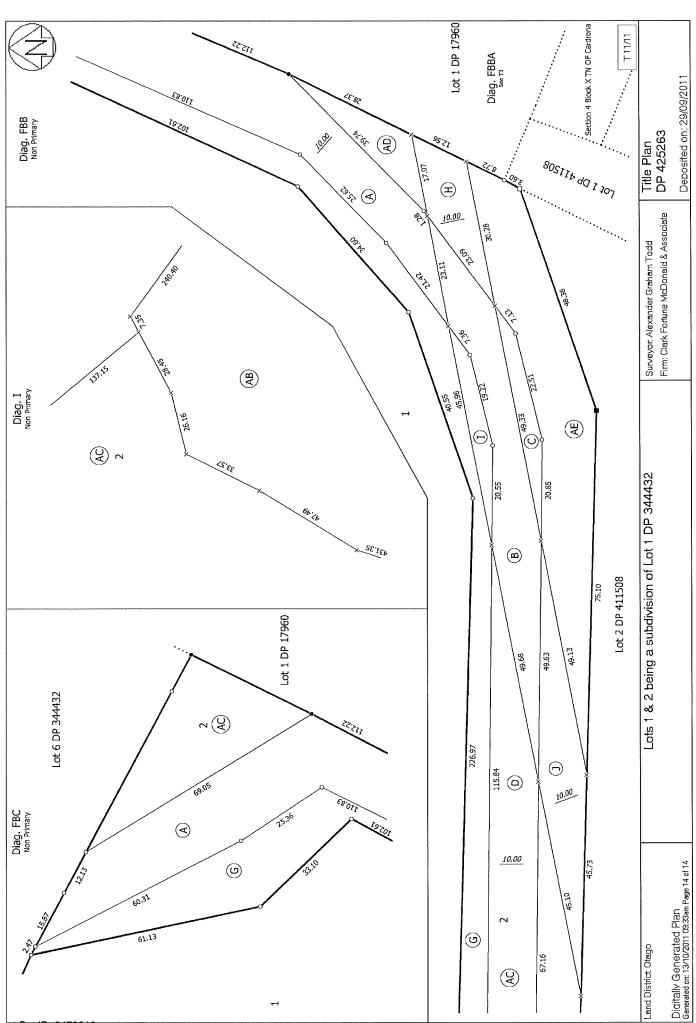


Document Set ID: 6479910 Version: 1, Version Date: 09/04/2020





Document Set ID: 6479910 Version: 1, Version Date: 09/04/2020





## **COMPANIES OFFICE**





# Company Extract PURE H20 CARDRONA LIMITED 1187138

NZBN: 9429036633807

**Entity Type:** 

**NZ Limited Company** 

Incorporated:

18 Feb 2002

**Current Status:** 

Registered

**Constitution Filed:** 

Yes

**Annual Return Filing Month:** 

August

Ultimate holding company:

No

#### **Company Addresses**

#### **Registered Office**

19 Pringles Creek Road, Wanaka, 9382, NZ

#### **Address for Service**

19 Pringles Creek Road, Wanaka, 9382, NZ

#### **Directors**

FRENGLEY, Patrick

454 Remuera Rd, Remuera, Auckland, 1050, NZ

KIESOW, Mario

19 Pringles Creek Road, Rd 2, Wanaka, 9382, NZ

**ROBERTS**, Charles

7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ

#### Shareholdings

**Total Number of Shares:** 

13

**Extensive Shareholdings:** 

Yes

2

1498284

KYLE RUSSELL HOLDINGS LIMITED

Deloitte, 50 Hazeldean Road, Addington, Christchurch, 8024, NZ



## **COMPANIES**

## Company Extract PURE H20 CARDRONA LIMITED

1187138

NZBN: 9429036633807

2 ROBERTS, Charles Layton
7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ
ROBERTS, Christine Jennifer
7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ

1 1306610
ANDREW DEVELOPMENTS LIMITED
2/454 Remuera Rd, Remuera, Auckland 1050

MCCAULEY, Siobhan 113a Sinclair Road, Rd 3, Drury, 2579, NZ

> O'CALLAHAN, Brent 113a Sinclair Road, Rd 3, Drury, 2579, NZ

SHEILDS, Rachel Elizabeth Ruth 539a Aubrey Road, Wanaka, Wanaka, 9305, NZ

> SHIELDS, Scott Vincent 539a Aubrey Road, Wanaka, Wanaka, 9305, NZ

FRENGLEY, Patrick Andrew 2/454 Remuera Rd, Remuera, Auckland, 1050, NZ

> FRENGLEY, Sally Margaret 2/454 Remuera Rd, Remuera, Auckland, 1050, NZ

FRIEDLANDER, Paul Benjamin 2/163 The Drive, Epsom, Auckland, NZ

HOLMES, Jonathan Patrick 7 Gin & Raspberry Lane, Cardrona, Wanaka, 9343, NZ

LESLIE, Ian David 129 Epuni Street, Lower Hutt, NZ

> RASMUSSEN, Toni Judith 129 Epuni Street, Lower Hutt, NZ



## Company Extract PURE H20 CARDRONA LIMITED 1187138

NZBN: 9429036633807

963392

MACDONALD AND ASSOCIATES TRUSTEES LIMITED 3 Fairfield Street, Gore, Gore, 9710, NZ

ROBBINS, Colin Murray

428c Manchester Street, St Albans, Christchurch, NZ

ROBBINS, Quentin John

428c Manchester Street, St Albans, Christchurch, NZ

KIESOW, Hildegard Paula

19 Pringles Creek Road, Cardrona, Wanaka, NZ

KIESOW, Mario

19 Pringles Creek Road, Cardrona, Wanaka, NZ

REDAI, Simon James

25 Brownston Street, Wanaka, Wanaka, 9305, NZ

1586264

MT CARDRONA STATION LIMITED

C/- Spencers Chartered Accountants, Level 6, 12 Viaduct Harbour

Ave, Auckland, 1010, NZ

For further details relating to this company, check http://www.companies.govt.nz/co/1187138 Extract generated 08 March 2017 12:38 PM NZDT

#### Pure H2O Cardrona Ltd Shareholders 2015

Shares	Shareholder
2	Kyle Russell Holdings Ltd
2	Roberts Family Trust
1	Andrew Developments Ltd
1	Brent O'Callahan, Siobhan MCCauley
1	Scott V Shields, Rachel E R Shields
1	Patrick A Frengley, Sally M Frengley, Paul B Friedlander
1	Jonathan P Holmes
1	Ian D Leslie, Toni J Rasmussen
1	Colin M Robbins, Quentin J Robbins, McDonald & Associates Trustees Ltd
1	Mario Kiesow, Hildegard P Kiesow, Simon J Redai
1	Mt Cardrona Station Ltd

Document Set ID: 6479909 Version: 1, Version Date: 09/04/2020

43

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## CONSTITUTION OF PURE H20 CARDRONA LIMITED

P# 02
20 FEB 2007

NATIONAL PROCESSING CENTRE

1 8 FEB 2002

RECEIVED

#### **MACALISTER TODD PHILLIPS BODKINS**

Barristers, Solicitors, Notaries Queenstown/Alexandra

Ph (03) 442 8110 – Fax (03) 442 8116 Email maildesk@mactodd.co.nz PO Box 653 QUEENSTOWN

Jem043jm

Document Set ID: 6479908 Version: 1, Version Date: 09/04/2020

#### **CONSTITUTION OF PURE H20 CARDRONA LIMITED**

#### 1 STATEMENT OF PURPOSE

- 1 1 The Companies Act 1993 ("the Act") provides that certain provisions of the Act may be negated, altered or added to by the constitution of a company
- Section 27 of the Act provides that where a company has a constitution then the company, the board, each director and each Shareholder of a company has the rights, powers, duties and obligations set out in the Act except to the extent that they are negated, altered or added to in accordance with the Act, by that constitution
- 1 3 Section 30 of the Act provides that a constitution may contain
  - (a) Matters contemplated by the Act for inclusion therein
  - (b) Such other matters as a company may wish to include
- 14 The Company has determined to adopt a constitution and to
  - (a) Restrict the business of the Company to matters pertaining only to the operation of a water supply scheme serving the lots
  - (b) Include provisions relating to the rights and obligations of Shareholders in the Company who own a lot served by the water supply scheme

#### 2 DEFINITIONS

2 1 "Act" means the Companies Act 1993

"Board" means the Directors of the Company

"Business" means the business of the Company as set out in clause 3 of this Constitution

"Company" means PURE H20 CARDRONA LIMITED

"Company Rules" means any rules made by the Company pursuant to subclause 3 1(c) of this Constitution

"Contribution" and "Contributions" means any contributions to be made in accordance with clause 9 of this Constitution

"Deed of Covenant" means the Memorandum of Transfer creating Land Covenants registered against all the Certificates of Title of the lots

"Financial Year" means the financial year ending 31 March or such other date as the Shareholders by Special Resolution resolve

lem043jm

"Lot" and "Lots" means all or any of Lots 1 to 12 Deposited Plan 304819 or any other land which may connect to the Water Supply Scheme pursuant to the Deed of Covenant

"Ordinary Resolution" means a resolution that is approved by a simple majority of the votes of those shareholders entitled to vote and voting on the question

"Share" the Company has a paid up capital of 13 \$1 00 Shares These Shares will be numbered 1-13 and will be allocated as follows

Share 1 to Lot 1 Deposited Plan 304819

Share 2 to Lot 2 Deposited Plan 304819

Share 3 to Lot 3 Deposited Plan 304819

Share 4 to Lot 4 Deposited Plan 304819

Share 5 to Lot 5 Deposited Plan 304819

Share 6 to Lot 6 Deposited Plan 304819

Share 7 to Lot 7 Deposited Plan 304819

Share 8 to Lot 8 Deposited Plan 304819

Share 10 to Lot 10 Deposited Plan 304819

Share 11 to Lot 11 Deposited Plan 304819

Share 12 to Lot 12 Deposited Plan 304819

Share 9 and 13 to Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 212223 being all that land contained in OT 19127

"Special Resolution" means a resolution of the Shareholders passed either on a show of hands or, if a poll is taken, by a majority of at least 90% of those Shareholders present in person or by proxy at a meeting of the Company and who hold in aggregate at least 90% of the Shares in the Company

"Transferee" means the Transferee of any Share in the Company

"Transferor" means a Shareholder who transfers or proposes to transfer any Share in the Company

The definitions contained in the Companies Act 1993 shall apply except to the extent that they are varied by subclause 2.1

- 22 Clause headings appear as a matter of convenience and shall not affect the construction of this Constitution
- 23 In this Constitution where the context requires or permits -
  - (a) The plural number includes the singular number and vice versa

Jem043jm

Document Set ID: 6479908 Version: 1, Version Date: 09/04/2020

<sup>&</sup>quot;Shareholder" means the owner of a Share in the Company

- (b) The masculine gender includes the feminine gender and vice versa
- (c) Reference to a person shall include a company and vice versa
- 2.4 This Constitution will be binding on the executors and administrators of any Shareholder

#### 3 RESTRICTION ON BUSINESS OF COMPANY

- 3.1 Except if varied by a Special Resolution of the Company shall only carry on the following Business
  - (a) Repair and Maintenance
    To maintain in good repair and condition, the community water supply scheme
  - (b) Insurance
    To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Business including comprehensive public liability insurance cover
  - (c) Rules and Bylaws
    To make, establish, promulgate, enforce and in its discretion, to amend or repeal such Company Rules as it deems proper, covering any and all aspects of its Business including the use and maintenance of the water supply scheme referred to in Clause 3 1(a)
  - (d) Records

    To keep books and records of the Company's affairs (including a Register of Shareholders) and to make such books and records, together with current copies of the Company Rules available for inspection by the Shareholders, mortgagees of any Lot, and insurers of any improvements or guarantors of any mortgage of any Lot upon request during normal business hours
  - (e) Other
    To carry out and enforce all duties and obligations of the Company and its shareholders set out in this Constitution and the Deed of Covenant
- The Company shall have the power and authority at all times as follows
  - (a) Contributions

    To levy Contributions as provided for in clause 9 of this Constitution and the Deed of Covenant
  - (b) Right of Entry and Enforcement

    To enter at any time in an emergency without notice, or in a non-emergency situation after twenty four (24) hours written notice, without being liable to a Shareholder or any other person or entity, upon a Lot or any improvement thereon, for the purpose of enforcing the Company Rules or for the purpose of maintaining or repairing any area,

lem043jm

improvements or other facility to conform to the Company Rules The expense incurred by the Company in connection with the entry upon a Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Shareholder who owns such Lot and shall be deemed to be a Contribution against the Lot and be secured by the encumbrance contained in the Deed of Covenant against the Lot entered upon, and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in the Deed of Covenant and clause 9 of this Constitution for Contributions The Company shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Shareholder who consents thereto, to commence and maintain legal action, or to restrain and enjoin any breach or threatened breach of the Company Rules The Company is also authorised to settle claims, enforce the encumbrance contained in the Deed of Covenant and take all such action as it may deem necessary or expedient to enforce the Company Rules Notwithstanding any provision herein to the contrary, the Company may not alter or demolish any improvements on any Lot in enforcing the Company Rules before a court order is obtained by the Company or the written consent of the Shareholder has been obtained

#### (c) Legal and Accounting Services

To retain and pay for legal and accounting services necessary or proper in the operation of the Company

- To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under this Constitution, the Company shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, or legal proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Company against expenses (including legal fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, or proceedings if it is found and determined by the Board or a court that such person
  - (a) Acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Company, or
  - (b) With respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful

The termination of any action, or legal proceedings by settlement, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Company, against any liability asserted against such person or incurred by such person in any such capacity, or ansing out of the status of such person as such, whether or not the Company would have the power to indemnify such person against such liability hereunder or otherwise

- Pursuant to clause 3.3 the Company is empowered with the prior approval of the Board to effect insurance for a Director or employee of the Company in respect of
  - (a) Liability not being criminal liability, for any act or omission in his or her capacity as a director or employee, or,
  - (b) Costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability or,
  - (c) Costs incurred by that Director or employee in defending any criminal proceedings in which he or she is acquitted
- Particulars of any indemnity given or insurance entered into for any Director or employee pursuant to clauses 3 3 or 3 4 shall be forthwith entered into the interests register
- 342 The definitions in Section 162(9) of the Act shall apply to subclauses 33 and 34 of this Constitution
- 3.5 The Shareholders may by Special Resolution amend extend or restrict the powers set out in subclauses 3.1. 3.2, 3.3 and 3.4

#### 4 MATTERS IN ACT WHERE SPECIFIC AUTHORITY REQUIRED

- 4 1 Share Repurchase
  - 4 1 1 The Company is expressly empowered and permitted to purchase or otherwise acquire any Share issued by the Company in accordance with the Act
  - 4 1 2 Where a Shareholder has transferred a Lot and has not at the same time transferred the Share in the Company held by that Shareholder to the transferee of that Lot then the Board may forthwith repurchase that Share (and the Shareholder shall be deemed to have offered that share to the Company) on the basis that
    - (a) All Shareholders will hold a Share only in conjunction with their ownership of a Lot, and
    - (b) No Shareholder will transfer a Lot to any party without at the same time transferring their Share in the Company to the same party

The terms of the offer and consideration offered for any Share shall be fair and reasonable to the remaining Shareholders but subject at all times to Section 61(4) of the Act

#### 4.2 Share Transfers

The instrument of transfer of any Share shall be executed by or on behalf of the Transferor and the Transferoe and the Transferor shall remain a holder of the Share until the name of the Transferoe is entered in the Register as the holder of that Share Any

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transfer of a Share shall be in such form as may be approved from time to time by the Board

- 422 At any time the Board may by notice in writing require any Transferee to lodge with the Company within 21 days of the date of such notice a Statutory Declaration and/or such other written advice as the Board may desire disclosing full details of the beneficial ownership of any Share
- 4 2 3 If any declaration received under subclause 4 3 2 shows that the Lot or the Share are held by different beneficial owners the Board may require the Share to be transferred to the same beneficial owner. If the Shareholder fails to carry out such transfer within a reasonable period, then,
  - (a) The Company may forthwith repurchase for a consideration of \$1 00 the Share held by that Shareholder (and the Shareholder shall be deemed to have offered the share to the Company), and/or
  - (b) Transfer the Share to the beneficial owner of the Lot
- 4 2 4 Notwithstanding any provision to the contrary contained in this Constitution no Shareholder shall transfer a Share except in accordance with the following restrictions
  - (a) If at any time a Shareholder shall dispose of a Lot then at the same time the Shareholder shall also transfer with that Lot and to the same party to whom that Lot is being transferred ("the Transferee") the Share held by that Shareholder in the Company
  - (b) Upon the Board being satisfied that
    - (i) The Lot to which the Share relates has been transferred to the same Transferee, and
    - (ii) Any declaration of the beneficial interest required under subclause 4 3 2 has been delivered to the Board and shows the Transferee is the beneficial owner of the Lot and the Share, and
    - (III) A transfer in the form approved by the Board and signed by all parties thereto has been delivered to the Company, and
    - (iv) The Transferee entering any deed document or agreement required by the Board to evidence that the Transferee is bound by the provisions of this Constitution

**THEN** the Board shall approve the transfer of the Share to the Transferee provided that such approval shall be given at the cost in all respects of the Transferor

- The Board shall have the absolute right to decline to register any transfer of a Share where the Transferor of such Share has not at the same time transferred to the same Transferee the Lot to which that Transferee is entitled and the provisions of subclause 4 3 4 have not been satisfied. The Board shall comply with section 84(4) of the Act when so declining any transfer.
- 4 2 6 The Board may also refuse to register the transfer of a Share or decline to recognise any instrument of transfer where
  - (a) The Company has a lien on the Share,
  - (b) The proposed Transferor or Transferee is indebted or under any liability to the Company,
  - (c) The proposed Transferee is not a person whom is ordinarily resident in New Zealand and there is a requirement at law to provide a consent, authorisation or other authority to so register the transfer of the Share under any Act, Regulation or other Statutory Regulation and that consent, authorisation or other authority is not forthcoming

#### 4 3 Share Issue

- Where pursuant to the Deed of Covenant a new lot connects to the water supply scheme, the company shall issue one share in the company to the registered proprietor of such lot
- Where pursuant to Clause 4 3 1 the company issues a share to the registered proprietor if such lot, the company shall not require shareholder approval for the issue of such new share and the pre-emptive rights in Section 45 of the Act shall not apply to such share issue

#### 5 MEETINGS OF SHAREHOLDERS

- The provisions of the First Schedule to the Act are adopted to the extent that they are not modified as follows
  - Each Share shall carry one vote Where more than one person or entity jointly owns a Share the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Share register. The provisions of section 36(1) of the Act shall apply
  - The quorum for a meeting shall be the Shareholders present in person or in proxy who are able between them to exercise 8 of the 14 total votes that could be cast if all Shareholders were present
  - 5 1 3 A proxy shall not be valid unless it is received by the Company within a time before the

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start of the meeting specified by the Board such specified time not less than 48 hours before the start of the meeting

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A proxy may be appointed generally or for a specified period or specified meeting. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit but the Company shall not issue any proxy form with a proxy named therein either by name or by reference to an office which he may hold

#### **PURE H20 CARDRONA LIMITED**

day of

I/We	of	
being a Shareholder/S	hareholders of the abovenamed Com	pany, hereby appoint
•	of	or failing him
	of	as my/our proxy to vote for
me/us on my/our beha	If at the (annual or special, as the cas	se may be) meeting of the Company to be held
on the day o	f	·
2000, and at any adj	ournment thereof	

(a) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder of the

Company

SIGNED this

(b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority as required for a document signed under the Land Transfer Act 1952 or in the case of a company a person appointed as attorney in accordance with section 181 of the Act shall be deposited at the registered office of the Company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy or appointment shall not be treated as valid

#### Signature of Shareholder

Where it is desired to afford Shareholders an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or form as near thereto as circumstances admit

#### **PURE H20 CARDRONA LIMITED**

I/We of , being a Shareholder/Shareholders of hereby appoint of or failing him of , as my/our proxy to vote for me/us on my/our behalf at the (annual or special as the case may be) meeting of the Company to be held on the day of 2001 , and at any adjournment thereof

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SIGNED this day of 2002

- (a) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder of the Company
- (b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority as required for a document signed under the Land Transfer Act 1952 or in the case of a company a person appointed as attorney in accordance with Section 181 of the Act shall be deposited at the registered office of the Company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy or appointment shall not be treated as valid

#### Signature of Shareholder

\* This form is to be used \*in favour of the resolution

against

- \* Unless otherwise instructed the proxy will vote as he thinks fit
- \* Strike out whichever is not desired
- 5 1 5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
- A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Share in respect of which the proxy is given if no intimation in writing of such death, insanity, revocation or transfer as aforesaid has been received by the Company, at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used
- 5 1 7 The Board shall in respect of each meeting of Shareholders allow postal voting
- 5 1 8 If a Shareholder owes any moneys to the Company or has failed to pay any Contributions within the stipulated time for payment of such Contributions then that Shareholders voting rights on the Shares held by that Shareholder shall be suspended until such time as all moneys or Contributions have been paid by the Shareholder to the Company
- The provisions of clause 13 of the First Schedule of the Act shall not apply and the Board shall determine how a meeting of Shareholders shall be regulated

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#### 6 APPOINTMENT OF THE DIRECTORS

The provisions of Section 153 and 156 of the Act are modified to the extent set out below -

- The first Director of the Company shall be John Allendale Lee and Mary Helen Lee The Company in meeting shall thereafter appoint the Directors as hereinafter provided. Unless and until otherwise determined by the Annual Meeting the number of Directors for the time being of the Company elected by Shareholders shall not be less than three (3) nor more than six (6). Any Director appointed under subclause 6.5 shall be in addition to the Directors appointed pursuant to this clause.
- The Shareholders may from time to time by Ordinary Resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office PROVIDED THAT the number of Directors shall not be reduced to less than three
- At the annual meeting in every other year, at least one half of the Directors for the time being, or if their number is not divisible by two then the multiple rounded down and nearest to one half of the Directors shall (subject to the provisions of subclauses 6 5, 6 8 and 6 9 hereof) retire from office. A Director not re-elected shall retain office until the dissolution or adjournment of the meeting at which his successor is appointed.
  - (b) The Directors to retire in every year shall be those who have been longest in office since their last appointment but as between persons who become directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot
  - (c) A retiring Director shall be eligible for re-election
  - (d) The Shareholders may vote by Ordinary Resolution to appoint a Director of the Company only if -
    - (i) The resolution is for the appointment of one Director, or
    - (ii) The resolution is a single resolution for the appointment of 2 or more persons as Directors of the Company and a separate resolution that it be so voted on has first been passed without a vote being cast against it
  - (e) Where there are more nominations for the position of Director than the available places voting on Directors shall be by way of poll and all of the persons nominated as Directors shall be voted on together in the one poll or ballot and those Directors who are in number equal to the available vacancies and receive the greater number of votes cast in their favour shall be elected as the Directors
  - (f) The Shareholders at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person to fill that vacancy under subclause 6 3(d) In default of such election the retiring Director shall, if offering himself for re-election, be

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deemed to have been re-elected unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of that Director is put to a meeting and lost

- No person other than a Director retiring by rotation at the meeting shall, unless (g) nominated by the Directors, be eligible for election to the office of Director at any meeting unless at some time after the close of the preceding financial year and not less than thirty days nor more than sixty days (but in the case of a person recommended by the Directors not less than twenty one days) before the date appointed for the meeting there has been left at the registered office of the Company notice in writing signed by a Shareholder fully qualified to attend and vote at the meeting for which the notice is given nominating a person for election and also notice in writing signed by that person of his willingness to be elected Notice of nomination for the office of Director shall either be included in the notice of such meeting or be sent by the Company to each Shareholder entitled to attend the meeting not less than seven days before the meeting Failure to give the notice shall not invalidate the nomination but if notice of nomination is not given as required hereby the meeting so far as election of Directors is concerned, shall stand adjourned until some later date to be fixed by the chairman of the meeting and not less than seven days' notice of the nomination shall be given before any such adjourned meeting may proceed to elect Directors
- The Directors shall have (subject to clause 6.7) power at any time and from time to time to appoint a Shareholder -
  - (a) To be a Director either to fill a casual vacancy, or
  - (b) As an additional Director

Any Directors so appointed shall hold office only until the conclusion of the next annual meeting and shall then be eligible for re-election

- The Directors shall have the power at any time and from time to time to appoint one Director who shall not be required to hold a Share in the Company Such Director shall be appointed on the following basis
  - (a) That director shall be appointed for such term (not exceeding three years) and at such remuneration as the Board considers to be in the best interests of all. Shareholders and shall be in addition to the Directors appointed under subclause 6.1
  - (b) The terms and conditions of appointment of such Director shall be subject to ratification of Shareholders at the annual meeting following his/her appointment and if not so ratified that Director shall resign at the conclusion of that meeting
  - (c) If that Director resigns or ceases to hold office then the Board may appoint another person to that position
- 6 6 Any Director (subject to clause 6 7) may appoint any person approved by the other Directors and

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not being a Director, to be an alternate or substitute Director during his absence or inability to act as a Director. The appointee, while he holds office as an alternate Director, shall be entitled to all notices of meetings of the Directors and all papers, minutes or documents sent to Directors and to attend and vote at any meetings of Directors but shall not vote at that meeting except in the place of the Director for whom he is an alternate and he shall not require any qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor. Any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the registered office of the Company. The appointment of an alternative Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director who appointed him shall cease to be a Director.

- A Director and alternate Director (except for one Director of the Company appointed under subclause 65 whom shall not be required to hold a Share) must be a Lot owner and a Shareholder or if the Lot owner and Shareholder is a company or a trust be a Shareholder, director, trustee or beneficiary of such company or trust
- 6.8 The office of Director shall be vacated if the Director -
  - (a) Would be or is disqualified under Sections 152(2), 152(3), 382 and 383 of the Act, or
  - (b) Resigns his office pursuant to subclause 6 9 hereof, or
  - (c) Absents himself from attendance at meetings of the Directors continuously for the space of six months without special leave of absence from the Directors and his alternate (if any) shall not have attended any such meeting in his stead and the other Directors shall resolve that his office be vacated by reason of such absence of himself and his alternate
- A Director may retire from his office at any time by tendening to the Company a notice in writing of his resignation or by announcing the same at a meeting of the Board of the Company. A resignation by notice as aforesaid shall take effect as from the time of receipt of such notice at the registered office of the Company unless a later date is specified in the notice. A notice of resignation may be given by telegram, facsimile, electronic transfer or other similar means.

#### 7 DIRECTORS REMUNERATION

In addition to the powers contained in Section 161 of the Act and subject to the restrictions hereinafter contained -

Subject to the provisions of clauses 6 5(a) and 7 3 of this constitution the Directors shall be paid out of the funds of the Company such sum or sums or at such rate per annum by way of remuneration for their services as Directors as the Shareholders may at any meeting from time to time by resolution determine and any such determination shall not be increased nor any greater sum voted than in the previous year unless notice of intention to move accordingly, specifying therein the amount of the proposed increase, has been given to Shareholders in the notice convening the meeting

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- Such remuneration may be fixed for all or any of the Directors individually or collectively, or partly by the one and partly by the other of such means, and any remuneration payable to any Directors collectively shall be divided amongst them in such proportions and in such manner as they may determine and in default of such determination shall be divided amongst them in equal proportions
- The Directors may award additional remuneration out of the funds of the Company by a fixed sum or at a fixed rate to any Director or committee of Directors rendering any special services for any of the purposes of or in the interests of the Company or for undertaking any work additional to that required of directors of a company similar to the Company and without any such award each Director shall be entitled to reasonable expenses for or in connection with any journeys undertaken by him on the Company's business
- A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company
- Any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall not be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of the Director holding that office or of the fiduciary relation thereby established
- Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director <a href="PROVIDED THAT">PROVIDED THAT</a> nothing herein contained shall authorise a Director or his firm to act as auditor to the Company

#### 8 PROCEEDINGS OF DIRECTORS

The Third Schedule of the Act is modified to the extent set out below -

#### 8 1 Regulate Own Proceedings

The Directors may meet together for the despatch of business, adjourn, or otherwise regulate their meetings and proceedings as they may think fit and may determine the quorum necessary for the transaction of business

#### 82 Quorum

Until otherwise determined three (3) Directors shall form a quorum. If a quorum shall not be present at a meeting then the meeting may be adjourned for at least 72 hours and notice of the day time and place for such adjourned meeting shall be given to all Directors either verbally or in writing at least 48 hours prior to the time of such adjourned meeting.

#### 8 3 Notice of Adjourned Meetings

Every Director in New Zealand shall be given notice of a meeting either verbally or in writing. There shall be no time within which such notice shall be given and the failure to give such a

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notice to any Director shall not invalidate any meeting of Directors A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, power and discretions by or under the Constitution of the Company or the Act for the time being vested in or exercisable by the Directors generally

- A meeting of Directors may be held by means of audio or audio and visual communication by 84 which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting If a Director's meeting is held by means of audio or audio and visual communication then
  - At the commencement of the meeting each Director must acknowledge his presence for (a) the purpose of a meeting of the Directors of the Company to all the other Directors taking part
  - A Director may not leave the meeting by disconnecting his communication medium (b) unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during that meeting unless he has previously obtained the express consent of the Chairman to leave the meeting as aforesaid
- It shall not be necessary to give notice of a meeting of Directors to any Director for the time being 85 absent from New Zealand but if he has appointed an alternate Director under the provisions of this Constitution notice shall be given to such alternate Director
- The continuing Directors may act notwithstanding any vacancy in their body but if and so long as 86 their number is reduced below the number fixed by or pursuant to the Constitution of the Company as the minimum number of Directors (3 Directors), the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a meeting of the Company but for no other purposes
- The Directors may delegate any of their powers as set out in Section 130 of the Act 87
- All acts done by any meeting of the Directors or a committee of Directors or by any person acting 88 as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director
- The Board and any committee or delegate under subclause 8 7 hereto shall cause minutes to be 89 made in books provided for the purpose of recording -
  - The names of the Directors present at each meeting of the Directors and of any (a) committee of the Directors,
  - all Resolutions and proceedings at all meetings of the Company and of the Directors and (b) of committees of Directors

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Document Set ID: 6479908 Version: 1, Version Date: 09/04/2020 Any such minutes of any meeting of the Directors or of any committee or of the Company if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes

The Board may from time to time and at any time by power of attorney executed in accordance with Section 180(1)(a) of the Act appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as they may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him

#### 9 CONTRIBUTIONS

9 1 The Company shall be entitled to recover from each Shareholder such amounts as the Board may determine from time to time (called "Contributions") All such Contributions shall be established and collected from time to time as set out in subclauses 9 2 to 9 9 hereof

#### 9 2 Use of Contributions

Contributions levied by the Board shall be used exclusively for the purposes of ensuring appropriate funding for the Business of the Company-

#### 9 3 Establishing the Contributions

Each financial year, the Company shall estimate the expenses to be incurred by the Company during each year in performing its functions, including without limitation a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Contributions sufficient to pay such costs shall then be levied as herein provided, and as between the Shares, the amount of the Contributions levied against each Share shall be equal and uniform. The level of Contributions set by the Company shall be final and binding. If the sums collected prove inadequate for any reason, including non payment of any individual Contributions, the Company may at any time, and from time to time, levy further Contributions in the same manner as aforesaid. All such Contributions shall be due and payable by the Shareholder to the Company during the financial year in equal monthly, quarterly, semi-annual, annual, or other periodic instalments, as the Company determines in its sole discretion, on or before the first day of the applicable period.

#### 9 4 Due Date of Contribution

The first Contribution shall become due and payable in accordance with the periodic payment schedule established by the Company in accordance with section 9.3 Payments shall be considered in arrears if not paid within 90 days after their due date

#### 9 5 Late Charges

If any Contribution is in arrears the Shareholder may be required by the Company to pay a late charge including interest at 2% per month at such rate as the Board may designate from time to

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time, and such late charge (and any reasonable handling costs therefor) shall be a lien upon the Share to which the Contribution relates, collectable in the same manner as herein provided for collection of Contributions

#### 9 6 Buyer's Personal Obligation for Payment of Contributions

The Contributions and late charges provided for herein shall be the personal and individual debt of the Shareholder. No diminution or abatement of Contributions shall be allowed for inconveniences arising from the making of repairs or improvements to the Access Lots or any Lot, and the Shareholder may not exempt himself from liability for such Contributions and charges through non-use of the Lot or otherwise.

#### 97 Lien

The Company shall have a lien over the Shares in the Company in respect of all Contributions and other moneys from time to time payable by a Shareholder to the Company

#### 98 Liability for Contributions Where Transfer of Share

Where a transfer of a Share is made to a Transferee the Transferee agrees to indemnify and keep indemnified the Company from all actions claims demands losses and other payments due and payable to the Company and for which the Transferee is liable and the Transferor, subject to payment of all Contributions and any other monies owed by the Transferor as at the date of the transfer of the Share, shall be released from any liability to the Company

#### 10 **POWER OF ATTORNEY**

For the purpose of enabling the conduct of the Business or the carrying out of any other act relating to the Company and subject to the prior approval of the Shareholders by Special Resolution each Shareholder appoints the Company as the attorney of the Shareholder and in the Shareholder's name to sign all transfers, surrenders, assignments, deeds, documents, and other instruments as may be necessary to carry out any of the directions or resolutions contained in such Special Resolutions so as to give effect to those Special Resolutions

#### 11 ARBITRATION

Except where otherwise expressly provided hereunder if at any time any dispute, doubt or question shall arise between the Shareholders touching upon the construction meaning and effect of this Constitution or the rights and liabilities of any Shareholder or over any account or contribution then every such dispute or question shall be referred to the arbitration of a single arbitrator if one can be agreed upon or failing agreement to the arbitration of an arbitrator nominated by the President for the time being of the Otago District Law Society and every arbitration pursuant to this clause shall be in accordance with the provisions of the Arbitration Act 1996 or any statutory modifications or re-enactment thereof

#### 12 MISCELLANEOUS

The following provisions of the Companies Act 1993 are hereby negated, namely Section 52 – Distribution by Authority of Board

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Certified as the constitution of the company

Applicant

Jem043jm

DATED

2001

#### PURE H20 CARDRONA LIMITED

("the Company")

("the Owner")

## WATER SUPPLY AND SERVICE AGREEMENT

#### MACALISTER TODD PHILLIPS BODKINS

Barristers, Solicitors, Notaries Queenstown/Alexandra

Ph: (03) 442 8110 - Fax: (03) 442 8116 Email: maildesk@mactodd.co.nz P O Box 653 QUEENSTOWN

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#### DATED

#### PARTIES:

- (1) PURE H20 CARDRONA LIMITED ("the Company")
- (2) ("the Owner")

#### BACKGROUND

- A. The Company is the owner of a Water Supply Scheme ("the Scheme")
- B. The Owner owns and/or occupies the land described in the schedule hereto ("the Land") and owns one (1) share ("the Share") in the Company.
- C. The Company has agreed to supply water to the Land and to manage operate and maintain the Scheme and the Owner has agreed to meet its share of the Operating Expenses associated with the supply of water and the management operation and maintenance of the Scheme on the terms and conditions hereinafter provided.
- D. The Owner will upon transfer of title to the Land procure any transferee to enter into with the Company a like agreement on such terms extant between the Owner and the Company as at the date of transfer of the Land and will transfer to the transferee the Share in the Company.

#### **Definitions**

"Operating Expenses" means all costs and expenses incurred in the operation of the Scheme and includes (without limiting the generality of the foregoing) all charges for water rights and electricity or other means used to operate or fuel the operation of the Scheme.

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#### TERMS OF THIS DEED

#### 1. Supply of Water

- 1.1 Subject to the terms of this Agreement and in consideration of these presents and payment of the Operating Expenses by the Owner to the Company the Company shall supply water to the Owner in the amount prescribed in the Schedule ("the Water Quota").
- 1.2 The Company shall maintain service repair and replace the components of the Scheme to ensure the continuous operation of the Scheme.
- The Company shall arrange receipt and payment of all electricity and water charges and other payments necessary to ensure the continuous operation of the Scheme and arrange for all Owners of the Scheme to contribute to the Operating Expenses of the Scheme for their share. The amount and frequency of such contributions shall be determined by the Company. Such contributions may include advance payments to provide a fund to meet future expenditure.
- The Company will maintain a separate bank account for all receipts and payments relating to the operating expenses of the Scheme and the respective owners contributions.
  - 1.5 The Company shall comply with the conditions of resource consent attaching to water permit number 98181 issued by the Otago Regional Council in the exercise of the same on behalf of all the owners and without in anyway limiting the foregoing will take all necessary steps to ensure all applications for renewal of the water permit are prepared and lodged with the Otago Regional Council prior to its expiry.
  - 1.6 The Company may carry out any other function which the Company determines is in the best interests of the users of the Scheme.
  - 1.7 The Company shall supply water to the legal boundary of the Land or to such other location as is mutually agreed by the Company and the Owner.

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- 1.8 Water shall be supplied to the Land through a metering device ("the water meter") to be installed and maintained by the Company. The Owner shall not allow any person to alter or interfere with the water meter.
- 1.9 The Owner shall be responsible for the distribution of water from the water meter to and within the Land.

#### 2. Payment of Connection Fee

Prior to the Company supplying water to the Land pursuant to Clause 1.1 hereof the Owner shall make payment to the Company of the Connection Fee specified in the Schedule. For the avoidance of doubt such fee shall include (but not be limited to) the costs incurred by the Company in purchasing and installing the water meter.

#### 3. Payment of Operating Expenses

The Company will render an account to the Owner for the Owner's share of the Operating Expenses of the Scheme and the Owner will within 28 days of receipt of the account make payment of the amount due.

#### 4. Failure of Supply and Water Shortage

- 4.1 If for any reason including the fault of the Company the Company can not supply the full Water Quota or the Scheme shall fail then:
  - (i) No person shall by reason of a diminished supply or failure have any claim or right of action against the Company; and
  - (ii) The available water shall divided amongst those Owners connected to the Scheme on a pro rata basis in accordance with each Owners Water Quota and in such circumstances the Owner shall not be entitled to a reduction in or refund of the Operating Expenses.
- 4.2 If the water supply to the Owner is permanently disconnected other than due to the default of the Owner then the Owner shall not be liable for any further payment of Operating Expenses

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other than from all money due and owing up to the time of permanent discontinuation of supply.

#### 5. Owner's Default

- In the event of the Owner being in breach of any of the terms under this Agreement and such breach continues for a period of not less than 21 days after notice by the Company ("the default notice period") to the Owner in default the Company may without payment of any compensation to the Owner or any other person and without prejudice to its other rights and remedies cease water supply to the land and may remove the water meter and thereafter no person shall be entitled to be supplied with any further water to the land from the Scheme until the default has been made good.
- 5.2 All reasonable costs (including legal costs on a Solicitor own client basis) incurred by the Company pursuant to Clause 5.1 and in reconnecting the water supply and water meter and in seeking to recover money due and unpaid together with interest (at a rate determined by the Directors of the Company from time to time) thereon shall be added to the debt owing by the Owner to the Company and shall be paid by the Owner.

#### 6. Transfer

6.1

- (b) Unless otherwise agreed by the Company, the following terms shall apply to the water supply to the Land:
  - (i) The Company shall only be required to supply water to the water meter pursuant to the terms of this Agreement
  - (ii) The following Clause 6.2 shall apply.
- An owner may transfer all of that Owners Water Quota under this Agreement to any person subject to the following terms and conditions being complied with.

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- (a) The Owner shall at the time of transfer of the Water Quota transfer to the transferee the Share.
- (b) The Company's consent to the transfer of Water Quota must be obtained, provided that such consent shall not be unreasonably withheld with respect to a responsible and solvent transferee.
- (c) There must be no existing breach of the Owner's obligations under this Agreement and all Operating Expenses and other monies payable howsoever must be paid.
- (d) The transferee must sign and return to the Company a new water supply and services agreement to be prepared by the Company.
- (e) The Owner shall pay the Company's reasonable costs incurred with respect to the approval preparation and execution of documents pursuant to Clauses 6.2(a) and (c).
- (f) Reference to "transferee" is a reference to any party receiving a transfer of all of the Owners land and Water Quota pursuant to this Agreement.
- 6.3 In the case of a transfer to a company the Company may require as a condition of its consent to the transfer that the principal shareholders and directors of that company give a personal guarantee of that company's obligations pursuant to the water supply and service agreement.

#### 7. Use of Water

- 7.1 The Owner shall ensure that water taken by him from the Scheme is used only on the Land and is used in an efficient manner without waste.
- 7.2 The Company makes no representation or gives no warranty as to the condition or quality of the water and the Owner hereby acknowledges and agrees that the Owner uses the water at their own risk.
- 7.3 The Owner shall indemnify the Company against any actions claims damages and proceedings whatsoever arising out of the Owner's use of the water.

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#### 8. Guarantee

- 8.1 If the Owner is a company and Guarantors are listed in the Schedule and have signed this Agreement then in consideration of the Owner entering into this agreement with the Company at the request of the guarantor the guarantor guarantees (and if more than one jointly and severally) that:
  - (a) He/she shall pay all money owing by the Owners obligations contained or implied under this Agreement; and
  - (b) As between the Guarantor and the Company the Guarantor shall be deemed principal debtor as if s/he were the Owner.

#### 9. Review of Operating Expenses

9.1 The Company shall have the right to annually review the Operating Expenses.

#### 10. Arbitration

All differences and disputes between the parties to this agreement touching or concerning the subject matter of this agreement shall be referred to arbitration in accordance with the Arbitration Act 1996.

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## **EXECUTION**

SIGNED for and on behalf of	)		
PURE H20 CARDRONA LIMITED	)		
LIMITED by	)	Director	
		Director	
SIGNED by the said	)		
	)		
In the presence of:	)		

### SCHEDULE

Guarantor(s):

The Land:

Water Quota: 2000 litres per day

1000 " "

Connection Fee:

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Document Set ID: 6479907 Version: 1, Version Date: 09/04/2020

## DATED 13 June

2005

PURE H20 CARDRONA LIMITED ("the Company")

CARDRONA ALPINE VILLAGE LIMITED

ANDREW DEVELOPMENTS LIMITED

PRINGLES CREEK LODGE LIMITED

COLIN MURRAY ROBBINS, QUENTIN JOHN ROBBINS and

MACDONALD AND ASSOCIATES TRUSTEES LIMITED

KYLE RUSSELL HOLDINGS LIMITED

JOHN STUART MERCER and SAMANTHA CAREY

PATRICK ANDREW FRENGLEY, SALLY MARGARET FRENGLEY and

PAUL BENJAMIN FRIEDLANDER

("the Owners")

# SUPPLEMENTARY WATER SUPPLY AND SERVICE AGREEMENT

#### MACALISTER TODD PHILLIPS BODKINS

Barristers, Solicitors, Notaries Queenstown/Alexandra/Wanaka

Ph: (03) 442 8110 - Fax: (03) 442 8116 Email: maildesk@mactodd.co.nz P O Box 653 QUEENSTOWN DATED this /3 th

day of June

2005

#### PARTIES:

- (1) PURE H20 CARDRONA LIMITED ("the Company")
- CARDRONA ALPINE VILLAGE LIMITED and ANDREW DEVELOPMENTS
  LIMITED and PRINGLES CREEK LODGE LIMITED and COLIN MURRAY
  ROBBINS, QUENTIN JOHN ROBBINS and MACDONALD AND ASSOCIATES
  TRUSTEES LIMITED and KYLE RUSSELL HOLDINGS LIMITED and JOHN
  STUART MERCER and SAMANTHA CAREY and PATRICK ANDREW
  FRENGLEY, SALLY MARGARET FRENGLEY and PAUL BENJAMIN
  FRIEDLANDER jointly referred to as ("the Owners")

#### **BACKGROUND**

- A. The Company is the owner of a Water Supply Scheme ("the Scheme").
- B. Each of the Owners owns and/or occupies the respective lands described in the schedule hereto ("the Land") and owns the respective shares in the Company.
- C. The Company has agreed to supply water to the Land and to manage operate and maintain the Scheme and the Owners have agreed to meet their share of the Operating Expenses associated with the supply of water and the management operation and maintenance of the Scheme on the terms and conditions provided within individual Water Supply and Service Agreements dated on or about 2004 ("the Supply Agreement") between the Company and each of the owners.
- D. The parties wish to record a variation of the Supply Agreement as set out herein.

#### TERMS OF THIS DEED

 In consideration of these presents, the Supply Agreement is hereby amended and varied so that the Company increases the Water Quota as contained in the Schedule to the Supply Agreement to the following quantities:

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THE LAND	WATER QUOTA
1. Lot 2 DP 304819	2000 litres per day
2. Lot 3 DP 304819	2000 litres per day
3. Lot 4 DP 304819	2000 litres per day
4. Lot 6 DP 304819	2000 litres per day
5. Lot 7 DP 304819	2000 litres per day
6. Lot 12 DP 304819	2000 litres per day

2. In all other respects the Supply Agreement continues in full force and effect, save for the variation set out herein.

#### FIRST SCHEDULE

- Lot 2 DP 304819 CT 19117
   Andrew Developments Limited
- Lot 3 DP 304819 CT 19118
   Pringles Creek Lodge Limited
- Lot 4 DP 304819 CT 19119
   Colin Murray Robbins, Quentin John Robbins and MacDonald and Associates Trustees
   Limited
- Lot 6 DP 304819 CT 19121
   Kyle Russell Holdings Limited
- Lot 7 DP 304819 CT 19122
   John Stuart Mercer and Samantha Carey
- Lot 12 DP 304819 CT 19126
   Patrick Andrew Frengley, Sally Margaret Frengley and Paul Benjamin Friedlander

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#### Pure H2O Cardrona Limited

Lot#	Title Ref	Shareholder	Water Qty	Share Qty
1	DP 304819 CT 19116	KIESOW, Mario STAPPER, Hildegard Paula Southern Trustees 2005 Limited	1,000	1
2	DP 304819 CT 19117	FRENGLEY, Patrick Andrew FRENGLEY, Sally Margaret FRIEDLANDER, Paul Benjamin	2,000	1
3	DP 304819 CT 19118	Pringles Creek Lodge Limited	2,000	1
4	DP 304819 CT 19119	ROBBINS, Colin Murray ROBBINS, Quentin John MacDonald and Associates Trustees Limited	2,000	1
5	DP 304819 CT 19120	Kyle Russell Holdings Limited	1,000	1
6	DP 304819 CT 19121	Kyle Russell Holdings Limited	2,000	1
7	DP 304819 CT 19122	CAREY, Samantha MERCER, John Stuart	2,000	1
8	DP 304819 CT 19123	ARNOTT, Paul Andrew VOLICH, Karen Lea	1,000	1
10	DP 304819 CT 19124	ROBERTS, Charles Layton ROBERTS, Christine Jennifer	1,000	1
11	DP 304819 CT 19125	LESLIE, Ian David RASMUSSEN, Toni Judity	2,000	1
12	DP 304819 CT 19126	FRENGLEY, Patrick Andrew FRENGLEY, Sally Margaret FRIEDLANDER, Paul Benjamin	2,000	1
	DP 300535/21223 CT 19127	Mt Cardrona Station Limited	6,000	2
			24,000	13
	*Water Right is Lots 1-12 suppli	ed to entitlement with balance then to CT 19127	24,000	

H2O.Shares.WaterSupplyRights



## PONGS CREEK TITLE REPORT

Pongs Creek is the name given to the Cardrona Valley property owned by the Roberts Family Trust. The property consists of 54.3366 hectares more or less, comprised in two separate titles.

Title 528557 contains two lots, the original lot 6 DP 344432 containing the existing house, and Lot 1 DP 433836 which was acquired from Mt Cardrona Station Ltd ("MSL") in 2011 as a result of a legal settlement, lot 1 is referred to as the "buffer zone".

Title 499605 contains Lot 1 DP 425263, and is referred to as "McDougalls". This was also acquired from as part of the MSL 2011 settlement. There is a Resource Consent (RM 090876) relating to this title, which allows for a residential building platform.

Below is a report on the two titles, and the various instruments registered against them. The titles are complex, and it will be desirable to surrender redundant easements where possible.

#### **House & Buffer Zone**

Legal Description: Lot 1 DP 433836 (buffer zone) and Lot 6 DP 344432 (house block), Identifier 528557 (attachment 1).

- 1. **500046 Land Improvement Agreement** 1978 unlikely this is still relevant, relates to works that John Lee was required to do by the Otago Regional Council in relation to fencing and top soiling back in 1975. The term of the agreement was for 10 years following completion of the required works, so I will look into having this removed.
- 2. **Transfer 838333.3** (attachment 2) appurtenant right of way to use the skifield road as is shown as lots 10, 11, 12 and 13 on DP 21223 (attachment 2A).
- 3. Consent Notice 5246992.4 Consent notice from 2000 when Cardrona Holdings Limited applied for subdivision into 3 lots. Contains designated building platform which applies and is the current location of the house, as well as a restriction that says the lots may not be further subdivided. We will need to make a separate request to QLDC for this Consent Notice to be varied deleting this condition, and will do this at the same time that the Application for Resource Consent is made.
- 4. Transfer 5246992.7 (attachment 3) this contains the H20 Scheme covenants for Pure H20 Cardrona Limited. Originally 13 shares, all lots having 1000 litres per day except Lot 11 (Rasmussens) which had 2000, the remainder was applied to title OT19127 (now MSL land) and this parcel has the right to connect to the water scheme if further subdivided. Water Permit No. 98181, (attachment 16). Also contains a non-objection covenant to subdivision of each others land so in fact, none of the other H20 lots can object to development of one another's land.
- 5. **Easement 5246992.9** (attachment 4) Appurtenant right to convey water, electricity over the neighbouring properties from Lot 11 (Rasmussens) through Lots 8, 7, 6 & 5 (to Pippa's) to the bottom of the driveway. Highlighted on DP 304819 (attachment 4A).
- 6. **Easement 6057313.1** (attachment 4B) appurtenant (to both house and buffer zone) right to convey water over Lot 6 DP 304819 (Pippa's).
- 7. **Easement 6057313.2** (attachment 4C) appurtenant to both house and buffer zone) right to convey water over Lot 7 DP 304819 (Jonathan Homes)

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- 8. **Easement 6057313.3** (attachment 4D) subject to (house block) and appurtenant to (buffer zone), right of way, right to convey water, electricity, telecoms over bottom of Lot 6 DP 304819 (house section) through to McDougalls. In favour of MSL titles 768581 (attachment 5), 560896 (attachment 6), 560897 (attachment 7). This is where the MSL development will get the right of way that will allow access to the village.
- 9. **Easement 6057313.4** (attachment 4E) appurtenant (to both house and buffer zone) right to convey water over Lot 5 DP304819 (Pippa's).
- 10. **Easement 6097426.1** (attachment 4F) appurtenant rights for house and buffer zone to store, pump and convey water over Lot 11 DP304818 (Rasmussens).
- 11. **Easement 6097426.5** (attachment 4G) appurtenant right of way (to buffer zone), right to convey water, electricity and telecoms over part marked A on DP 324262 (attachment 8), being road through bottom of McDougalls.
- 12. **Easement 6378833.1** (attachment 4H) easement in gross to Aurora Energy providing right to transform energy over part marked "Z" on DP 304819 being road at bottom of house lot.
- 13. **Easement 6410003.4** (attachment 4I) right of way easement in favour of MSL title 560896 (attachment 6) through road at bottom of house lot.
- 14. Land Covenant 8079074.1 (attachment 4J) (affects buffer zone) non-objection covenant providing that the registered proprietor cannot oppose development of what was John & Mary Lee's land but is now contained in various titles on the other side of the river, now owned by Aurora Energy, Cardrona Valley Farms Limited (Scurrs), contained in those titles. Titles affected by this instrument are 521305, 528557, 560897, 571909, 603224, 603225, 676834, 676835, 676836, 768581, 499605.
- 15. **Land Covenant 8079074.2** (attachment 4K) (affects buffer zone), non-objection covenant in reverse to the above, owners of titles over the river cannot object to development of the buffer zone
- 16. **Easement 8100093.6** (attachment 4L) appurtenant to buffer zone, right of way, right to convey water electricity, telecoms over M shown on DP 407594 (attachment 12). I don't believe this provides any real benefit to the title, as the area over which the right exists is a piece of land owned by the Buckland's which borders the large MSL title 680615, not the Pongs Creek titles. We would need an easement over the MSL land for these rights to be worth anything, but it is unlikely we would ever need them. We could look into having this removed.
- 17. **Easement 8100093.7** (attachment 4M) as above, appurtenant to buffer zone, rights of way, to covney water, gas electricity etc. We would need an easement over the MSL land for these rights to be worth anything.
- 18. Land Covenant 8100093.8 (attachment 4N) The buffer zone contains the benefit of a non-objection covenant from the owners of Lots 1-5 shown on DP 407594 (attachment 12). These are five properties further up the valley past the village before the start of the Crown Range.
- 19. **Variation of Consent Notice 5246992.4** (attachment 40) varies the consent notice so that the porch at the house is allowed to be contained outside of the building platform.
- 20. **Easement 8574798.3** (attachment 4P) subject to rights of way, to convey water electricity etc in favour of MSL titles 768581, 560897, 560896 over part marked "Z" on DP 304819 (attachment 4A) being the road at bottom of house lot.
- 21. **Consent Notice 8574798.6** not relevant.
- 22. **Land Covenant 8920006.4** (attachment 4Q) Non-objection covenant in favour of Roberts, prevents MSL from objecting to any future development.



- 23. **Land Covenant 8920006.5** (attachment 4R) Non-objection covenant in favour of MSL, prevents Roberts from objecting to any future development.
- 24. **Encumbrance 8920006.6** (attachment 4S) gives MSL first right of refusal to purchase house block.
- 25. **Land Covenant 8920006.10** (attachment 4T) this contains the no-build zone covenant and covers the whole of lot 1 (buffer zone), in favour of MSL.
- 26. **Encumbrance 8920006.11** (attachment 4U) gives MSL first right of refusal to purchase buffer zone.

#### **McDougalls Block**

Legal Description: Lot 1 DP 425263, Identifier 499605 (attachment 9).

- 1. **500046 Land Improvement Agreement** see point 1.
- 2. **Transfer 838333.3** appurtenant right of way to use the ski field road as is shown as lots 10, 11, 12 and 13 on DP 21223 (attachment 2A).
- 3. **Transfer 5246992.7** (attachment 3) this contains the H20 Scheme covenants for Pure H20 Cardrona Limited. Need to see the current water limits for each property. Roberts Family Trust have 2 shares in the company, so water limit should reflect that accordingly, company extract at attachment 10.
- 4. **Easement 6057313.1** (attachment 4B) appurtenant right to convey water over Lot 6 DP 304819 (Pippa's).
- 5. **Easement 6057313.2** (attachment 4C) appurtenant right to convey water over Lot 7 DP 304819 (Jonathan Homes)
- 6. **Easement 6057313.4** (attachment 4E) appurtenant right to convey water over Lot 5 DP304819 (now Pippa's).
- 7. **Easement 6057313.5** (attachment 4V) appurtenant right to convey water over Lot 8 DP304819 (Shields).
- 8. **Easement 6097426.1** (attachment 4F) appurtenant rights to store, pump and convey water over Lot 11 DP 304818 (Rasmussens).
- 9. **Easement 6097426.5** (attachment 4G) appurtenant right of way, right to convey water, electricity and telecoms over part marked A on DP 324262 (attachment 8), being road through bottom of McDougalls. This ought to be able to be surrendered as it provides McDougalls with the benefit of an easement over McDougalls which is unnecessary. This will have dropped down at some stage when the boundary changed.
- 27. Land Covenant 8079074.1 (attachment 4J) non-objection covenant that cannot oppose development of what was John & Mary Lee's land but is now contained in various titles on the other side of the river, owned by Aurora Energy & Cardrona Valley Farms Limited (Scurrs). Titles affected by this instrument are 521305, 528557, 560897, 571909, 603224, 603225, 676834, 676835, 676836, 768581, 499605.
- 10. **Land Covenant 8079074.2** (attachment 4K) non-objection covenant in reverse to the above.
- 11. **Easement 8100093.6** (attachment 4L) appurtenant right of way, right to convey water electricity, telecoms over M shown on DP 407594 (attachment 12). I don't believe this provides any real benefit to the title, as the area over which the right exists is a piece of land owned by the Buckland's which borders the large MSL title 680615. We would need an

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- easement over the MSL land for these rights to be worth anything, but it is unlikely we would ever need them, so we could look into having this removed.
- 12. **Easement 8100093.7** (attachment 4M) as above, appurtenant rights of way, to covney water, gas electricity etc. We would need an easement over the MSL land for these rights to be worth anything, but it is unlikely we would ever need them, so we could look into having this removed.
- 13. Land Covenant 8100093.8 (attachment 4N) contains the benefit of a non-objection covenant from the owners of Lots 1-5 shown on DP 407594 (attachment 12). These are five properties further up the valley past the village before the start of the Crown Range.
- 14. **Easement 8574798.3** (attachment 4P) appurtenant rights of way, to convey water electricity etc over part marked "Z" on DP 304819 (road at bottom of house lot).
- 15. **Easement 8574798.5** (attachment 4W) appurtenant rights of way, right to convey water, telecoms, electricity etc over MSL title 499606 being the road along the bottom and up the side of McDougalls shown as A, B, C, D, E, F, G & I on DP 425263 (attachment 9).
- 16. Consent Notice (attachment 4X) 8574798.6 attachment 12. Contains various conditions relating to building a house (firefighting tank, septic tank, building only on approved platform), also states no further subdivision, and requirement for approved landscaping plan. We will need to make a separate request to QLDC for this Consent Notice to be varied deleting the no further subdivision condition, and will do this at the same time that the Application for Resource Consent is made.
- 17. **Land Covenant 8920006.4** (attachment 4Q) Non-objection covenant in favour of Roberts, prevents MSL from objecting to any future development.
- 18. **Land Covenant 8920006.5** (attachment 4R) Non-objection covenant in favour of MSL, prevents Roberts from objecting to any future development.
- 19. Encumbrance 8920006.6 (attachment 4S) gives MSL first right of refusal to purchase.

#### **Pure Cardrona H20 Limited**

This is the company that owns the private water scheme which services the 12 lots in the Pringles Creek subdivision. There are currently 11 shareholders. See company extract attached (attachment 13). The Roberts Family Trust own two shares, one in respect of each title. Surprisingly, according to the Water Supply and Service Agreement (attachment 14) and the Supplementary Water Supply and Service Agreement (attachment 15), we only have an entitlement of 1000 litres per day. Is there a further document recording a further entitlement that was recorded when MacDougal's was acquired? We need to find out about this.

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#### COMPUTER FREEHOLD REGISTER **UNDER LAND TRANSFER ACT 1952**



#### Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identificr

528557

Land Registration District Otago

Date Issued

21 November 2011

**Prior References** 

182391

499606

Estate

Fee Simple

Area

28.1696 hectares more or less

Legal Description Lot 1 Deposited Plan 433836 and Lot 6

Deposited Plan 344432

#### **Proprietors**

Charles Layton Roberts, Christine Jennifer Roberts and Jo-Anne Leslie Johns

Subject to Section 59 Land Act 1948 (affects Lot 1 DP 433836 and the part of Lot 6 DP 344432 formerly CTs 2814 and 142657)

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 -20.7.1978 at 9.35 am (affects part formerly CT 142657)

Appurtenant to Lot 1 DP 433836 and the part of Lot 6 DP 344432 formerly CTs 2814 and 142657 is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

5246992.4 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 11.6.2002 at 9:11 am (affects part of Lot 6 DP 344432 formerly CT 19124)

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects Lot 6 DP 344432 and part of Lot 1 DP 433836 formerly in CT 142657)

Appurtenant to part of Lot 6 DP 344432 formerly CT 19124 are rights to convey & store water, transmit electricity and to pump water specified in Easement Certificate 5246992.9 - 11.6.2002 at 9:11 am

The easements specified in Easement Certificate 5246992.9 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant to Lot 1 DP 433836 and part of Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Subject to a right of way, right to transmit electricity & telecommunications and a right to convey water over part Lot 6 DP 344432 marked Z on DP 344432 created by Easement Instrument 6057313.3 - 28.6.2004 at 9:00 am

Appurtenant to part Lot 6 DP 344432 formerly CT 142657 is a right of way, right to transmit electricity & telecommunications and a right to convey water created by Easement Instrument 6057313.3 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 and part Lot 6 DP 344432 formerly CT 142657 is a right to convey water and transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 1 DP 433836 are rights to convey, store and pump water and transmit electricity and appurtenant to part of Lot 6 DP 344432 formerly CT 142657 are rights to convey & store water, to convey water & transmit electricity, to convey & pump water, to transmit electricity and to convey water created by Easement

Transaction Id

Guaranteed Search Copy Dated 13/07/16 10:49 am, Page 1 of 13

Client Reference proberts004

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#### Identifier

#### 528557

Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant to parts formerly CT 142657 is a right of way, right to transmit electricity & telecommunications and right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Subject to a right (in gross) to convey electricity over part Lot 6 DP 344432 marked Z on DP 304819 in favour of Aurora Energy Limited created by Easement Instrument 6378833.1 - 12.4.2005 at 9:00 am

Subject to a right of way over part Lot 6 DP 344432 marked Z DP 344432 created by Easement Instrument 6410003.4 - 6.5.2005 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (Affects Lot 1 DP 433836)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (Affects Lot 1 DP 433836)

Appurtenant to Lot 1 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant to Lot 1 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am (Affects Lot 1 DP 433836)

8503149.1 Variation of Consent Notice 5246992.4 pursuant to Section 221(5) Resource Management Act 1991 - 25.5.2010 at 10:38 am

8574798.2 Surrender of the easements created by Easement Instrument 6057313.3 appurtenant to C'sT 182388 & 182390 - 29.9.2011 at 9:42 am

Subject to a right of way, a right to transmit electricity and telecommunications and a right to convey water over part Lot 6 DP 344432 marked Z on DP 344432 created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

Appurtenant to Lot 1 DP 433836 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (Affects Lot 1 DP 433836)

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm

8920006.6 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm (Affects Lot 6 DP 344432)

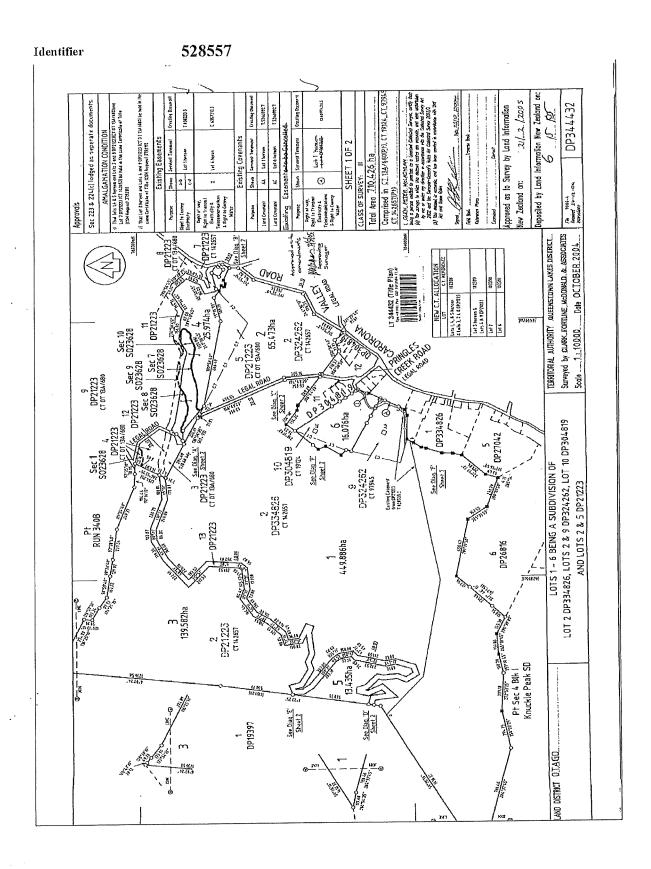
Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 433836)

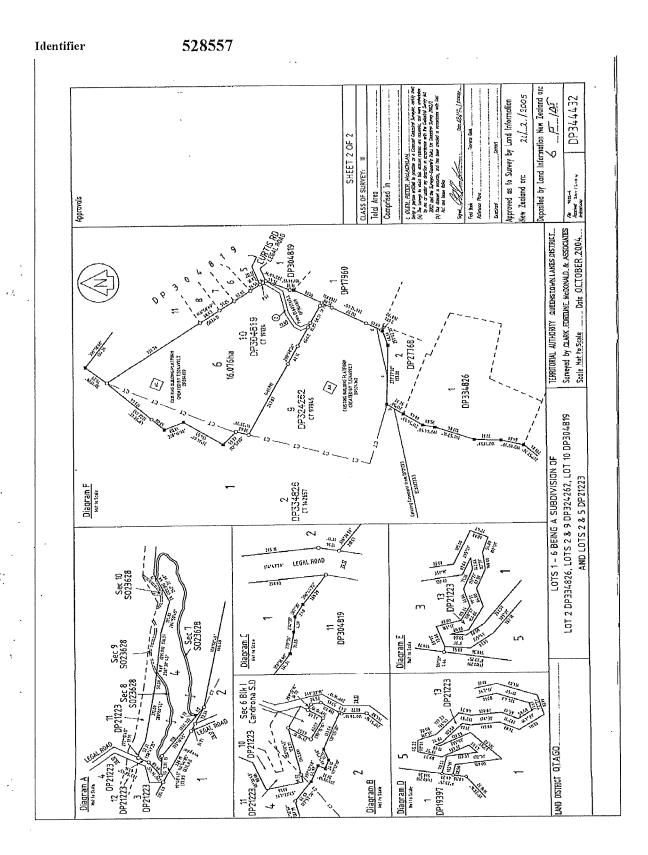
Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm

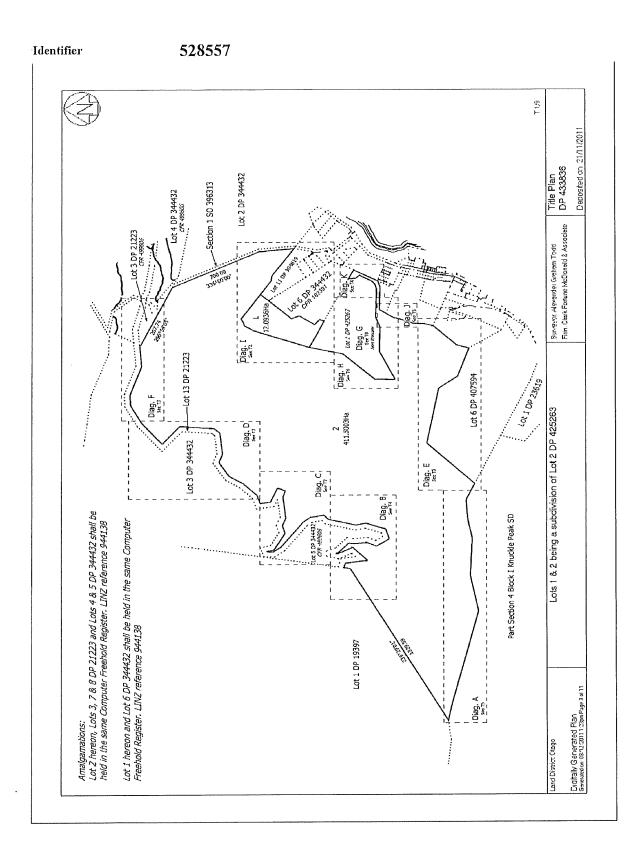
8920006.11 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm

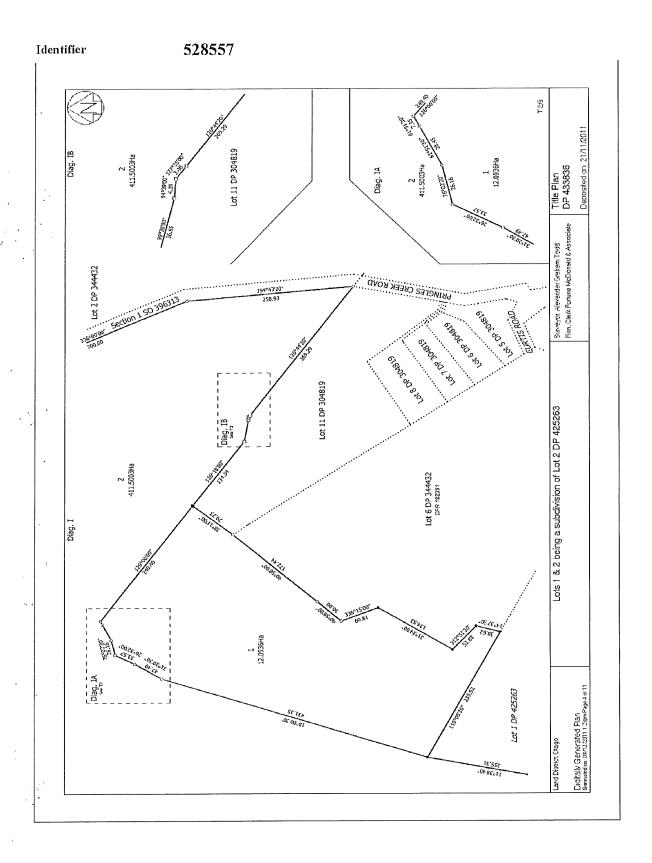
9056743.3 Mortgage to ANZ National Bank Limited - 3.5.2012 at 4:41 pm

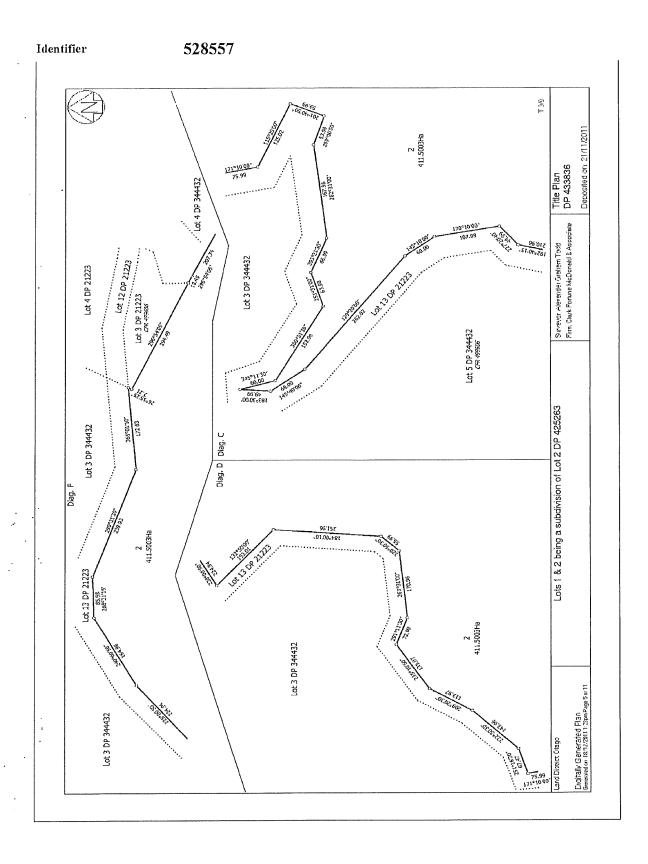
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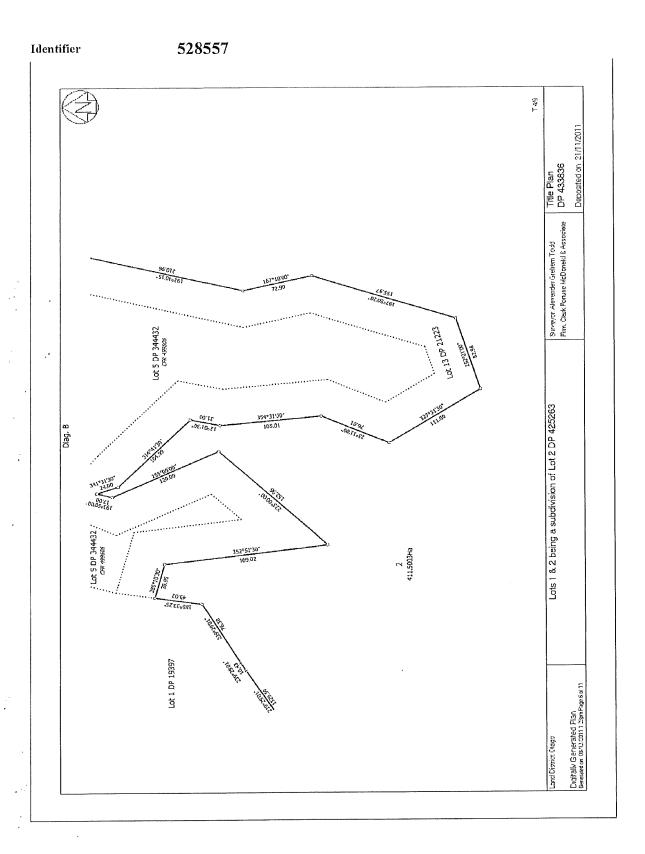


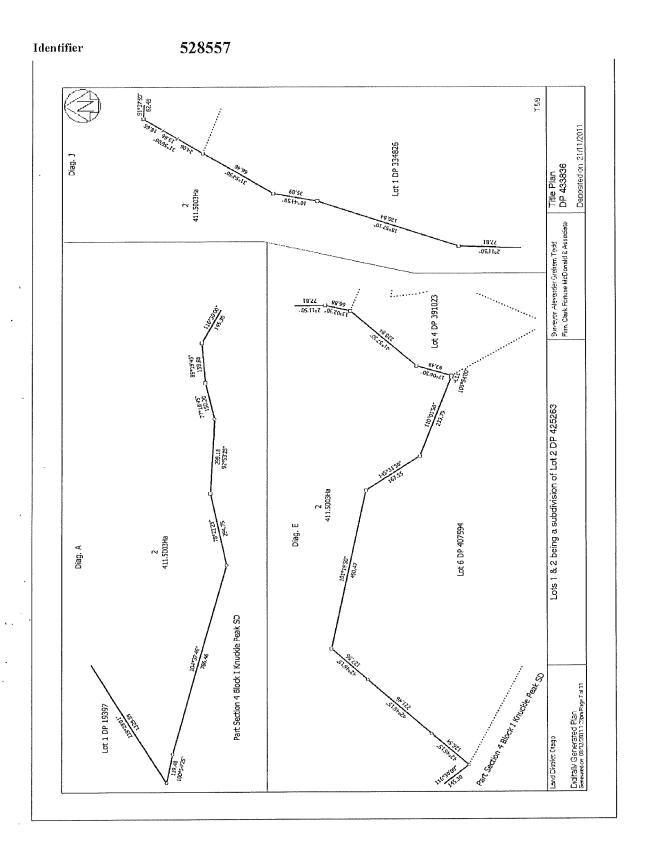


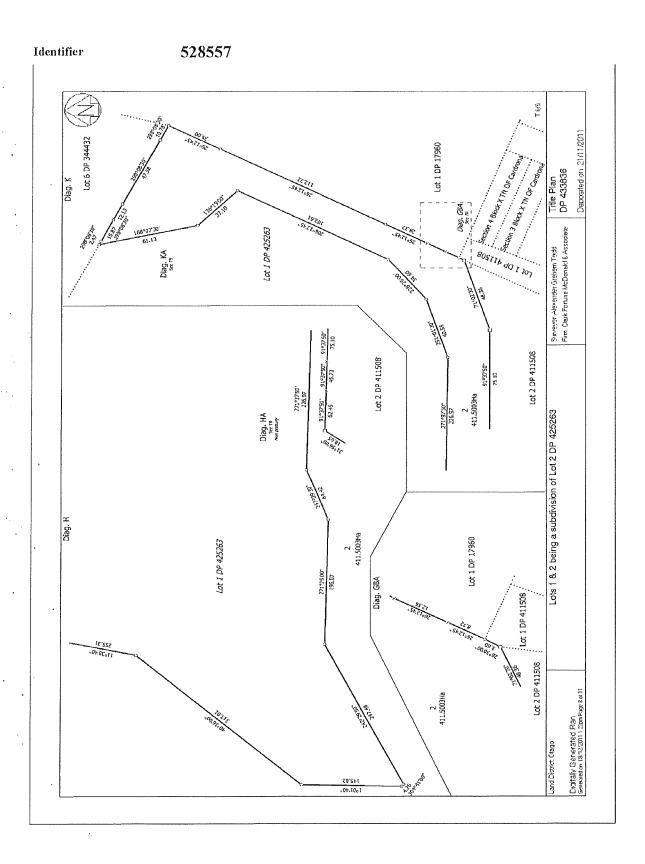






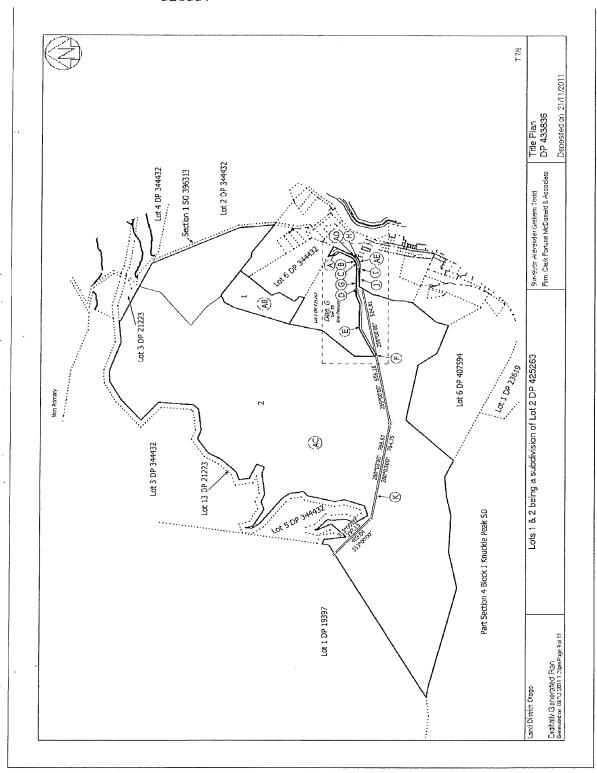


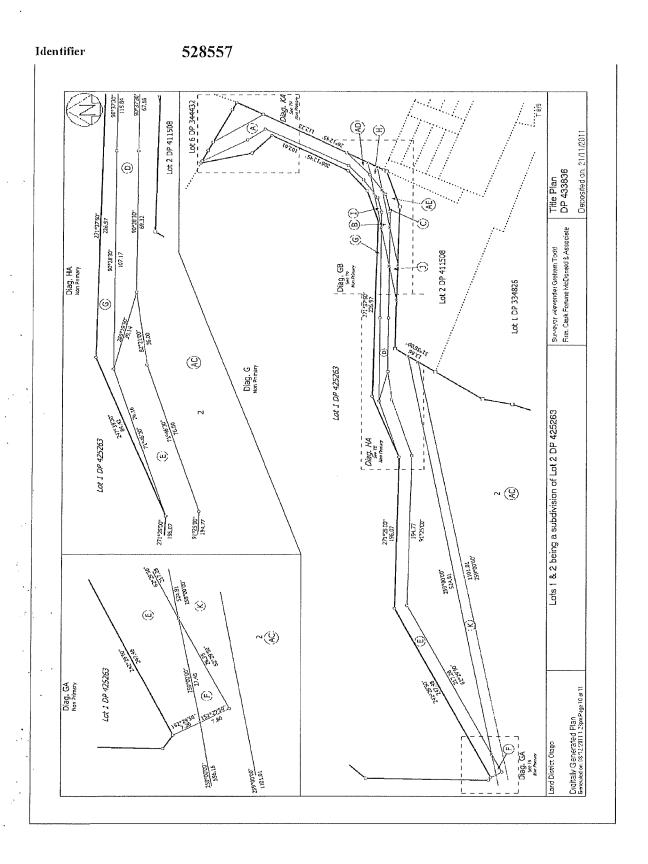




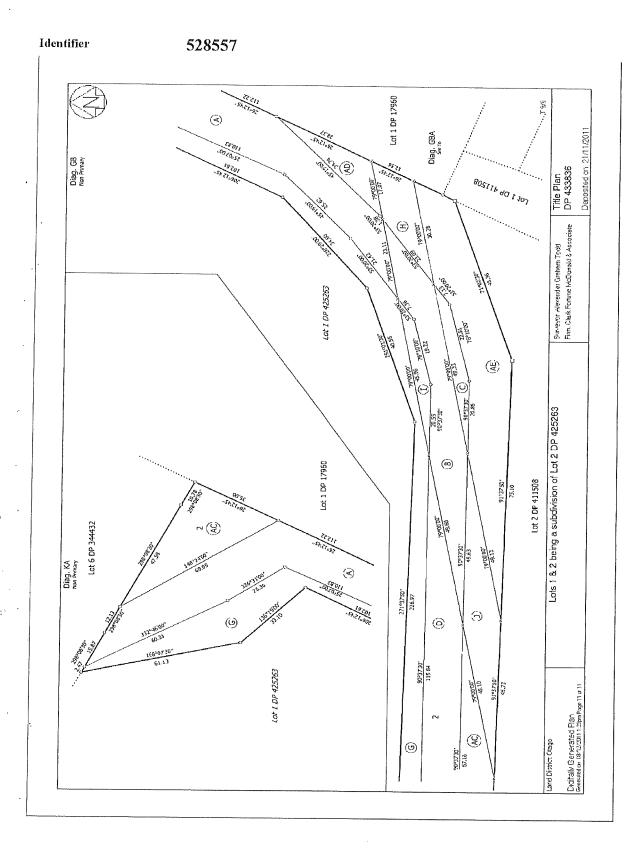


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Version: 1, Version Date: 20/03/2020



Approved by the Registrar-General of Land, Wellington, No. 367635.80

### Memorandum of Transfer

WAIORAU HOLDINGS LIMITED at Ashburton of an estate in fee simple

being registered as proprietor

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subject however to such encumbrances, liens and interests as are notified by memorapaka underwritten or endorsed hereon in those pieces of land situated in the Land District of Otago being

· containing Firstly: All that parcel of land containing 11.3641 hectares more or less being Sections 48 and 51 Block I Cardrona District and being all the land comprised and described in Certificate of Title Volume 9B Folio 29 J

more or less being SUBJECT TO:

H

器

- The reservations and conditions imposed by Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979  $^\prime$
- Fencing provision 591000 ~

All that parcel of land containing 768.1827 hectares more or less being Lots 1/2/6 and 7 on Deposited Plan 21223 and being Section 40,447, 50 and 5 Secondly: Part Section 41 Block I Cardrona District Part Section/3 Block I and Part Sections 1 and 2 Block II Knuckle Peak District being all the land comprised and described in Certificate of Title Volume 13A Folio 679.

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n.

#### SUBJECT TO:

- The reservations and conditions imposed by Section 59 of the Land Act 1948.
- Agreement No. 454249 pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941.
- Agreement 500046 pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1941.,

Section 308(4) Local Government Act 1974 /

All that parcel of land containing 76.7925 hectares more or less being Lots 3,4,5, 8 and 9 on Deposited Plan 21223 and being Sections 23 and 24 Block II Cardrona District and being all the land comprised and described in Certificate of Title Volume 13A Folio 680.

33

#### SUBJECT TO:

Thirdly:

- Section 308(4) Local Government Act 1974. ✓
- The reservations and conditions imposed by Section 59 of the Land Act 1948.,

117

7. Notwithstanding paragraph 2(c) of the said Ninth Schedule the Transferor accepts that the Transferee shall not be called upon to contribute towards the upkeep and maintenance of the right of way whilst it continues to use the right of way for farming purposes only, to the intent that if the Transferee, successors or occupiers of the Dominant Tenement at any time in the future alter or bring about a change of use of the right of way then a contribution can be sought from the Transferee or its successors by the Transferor save and except that the Transferee shall nevertheless be responsible for maintenance, repair or replacement of the right of way where such maintenance, repair or replacement is required by reason of the wilful act or default of the Transferee or its successors or any persons having the right to use the right of way under terms of this Transfer in which case maintenance, repair or replacement shall be completed the cost in all respects of the registered proprietors (whoeve: is responsible if there is more than one registered proprietor) for the time being of the whole or any part of the Dominant Tenement:

8. Any dispute or difference which may arise as to the liability of any party or the construction or interpretation of this grant the parties will actively and in good faith regotiate with a view to a speedy resolution of such differences. If notwithstanding the foregoing the parties are unable to resolve such differences within a period of ten business days from the date of any dispute or difference arising then the same shall be settled by reference to an expert to be agreed between the parties. If the parties are unable to agree on the appointment of an expert then such expert shall be appointed by the President for the

\AW\WNB\2CRJ76084A

Dr.

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time being of the local District Law Society and the decision of such expert shall be final and binding on the parties. Each party will use its best endeavours and in good faith accept and comply with all such time limits as may reasonably be sought by the other in respect of settling the terms of reference and generally all steps preliminary and incidental to the hearing or determination by any appointed expert.

AND RESERVING to the Transferor the right privilege and easement at all times hereafter to construct maintain and use in upon along and across part of Lot I on Deposited Plan 21223 being part of the land in Certificate of Title 13A/679 (Otago Registry) a strip 10 metres wide (of which the line marked A B C D on the said Deposited Plan 21223 is the centre line) in a proper manner, poles, wires, pipes, and other necessary apparatus and appliances in connection therewith ("the transmission equipment") and of opening up the soil of that land to such extent as may be necessary and reasonable in the exercise of those rights subject to the condition that as little disturbance as possible is caused to the surface of that land and the surface is restored within a reasonable time thereof as nearly as possible to its original condition and any other damage by reason of the aforesaid operation is repaired, for the purpose of transmitting and delivering electricity to Lot 1 Deposited Plan 19397 being the land described in Certificate of Title 13A/681 (Otago Registry) and forever appurtenant thereto.

Together with the following rights:-

At all times to enter upon the said 10 metre strip for the purpose of constructing, inspecting repairing or altering the transmission equipment; and

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2. To cut away and keep clear of the transmission equipment all trees and other like construction;

PROVIDED THAT nothing herein shall prevent the registered proprietor or proprietors of any land subject to this easement from farming, cultivating or fencing the said ten metre strip.

#2293104121C

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#### In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said-

estate and interest in the

¢x¥

said land above described.

12 day of Morel

₩.

The Common Seal of CARDRONA HOLDINGS LIMITED was hereunto affixed in the presence of:-

Director John Thee Secretary Ray Ikel

HOLDIN THE COMMON SEAL OF

HKANIARRESEANITECER O ÉXICOS ADOSE ANTICADOS DE SERVICIOS DE LA CONTRACTOR DE LA CONTRACTOR

-9tx

Signed by the above named-THE COMMON SEAL of WAIORAU HOLDINGS LIMITED was hereunto affixed in the presence of:-

DIRECTOR

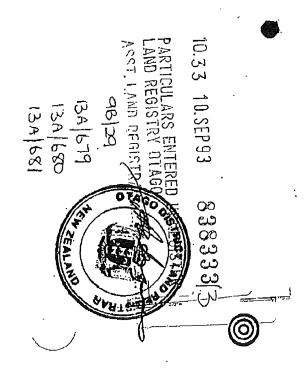
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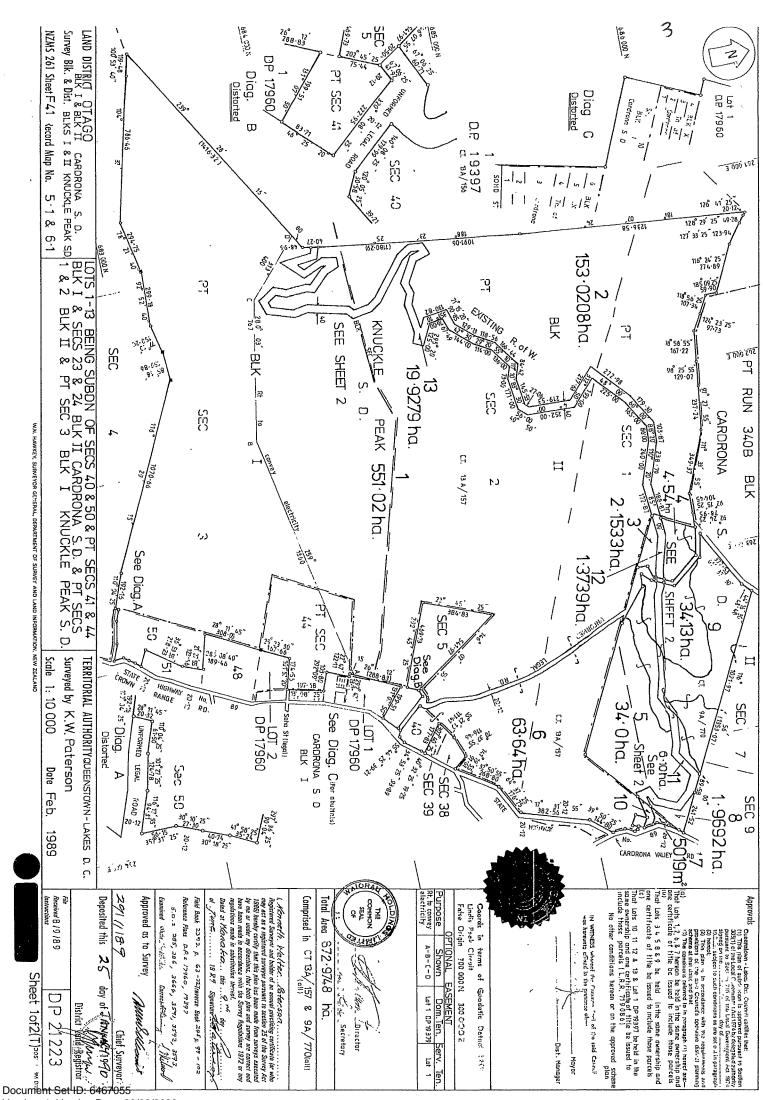


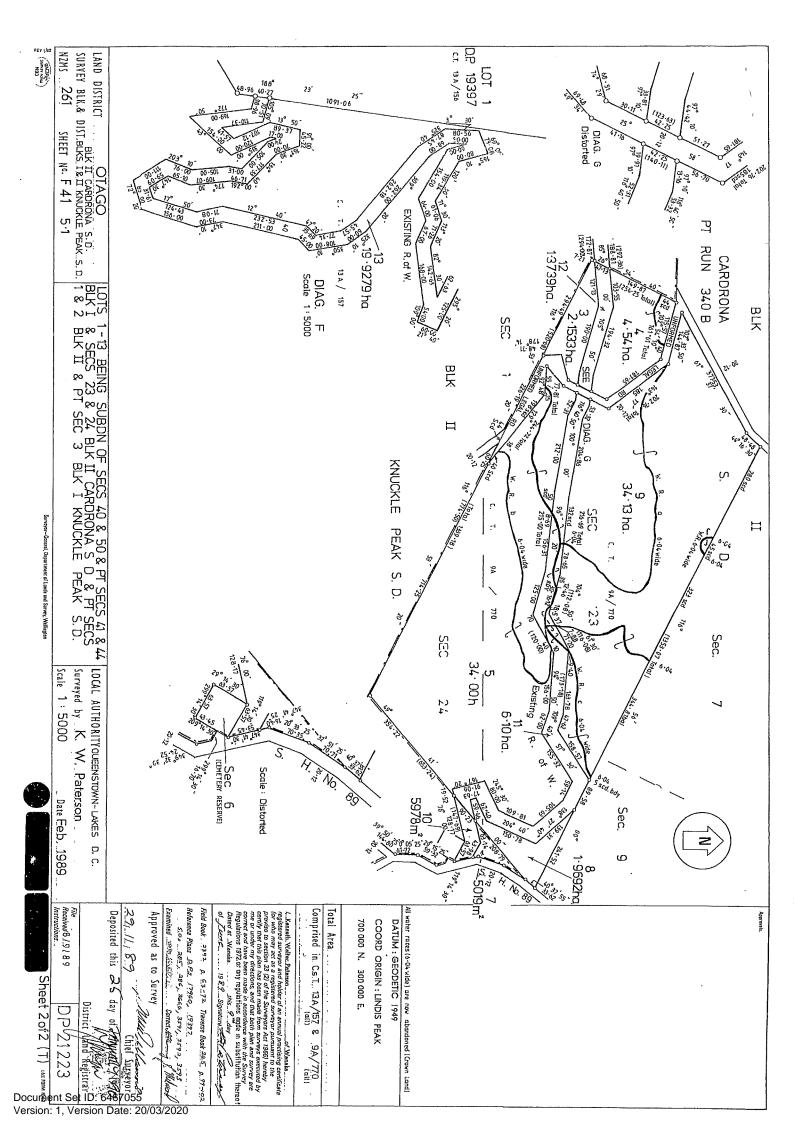
No.	Correct for the purposes of the Land Transfer Act
TRANSFER OF	1 theles
	SOLICITOR FOR THE TRANSFEREE
Transferor	I hereby certify that this transaction does not contravend the provisions of Part 11A of the Land Settlemen Promotion and Land Acquisition Act 1952.  SOLICITOR FOR THE TRANSFERE
Transferee	Thereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable or this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2 of that section do not apply.
Particulars entered in the Register as shown herein on the date and at the time endorsed below.	SOLICITOR FOR THE TRANSFEREE
Assistant / District Land Registrar	- <del>-</del> -
of the District of	•

Solicitors for the Transferee

© AUCKLAND DISTRICT LAW SOCIETY 1984







<u>IN THE MATTER</u>

of Section 221 of the Resource Management Act 1991

AND

**CARDRONA HOLDINGS LIMITED** ("the Owner")

IN THE MATTER

of an application for Subdivision Consent to subdivide that land described as Lot 1 Deposited Plan 21223 and Section 5, Block I, Cardrona Survey District being all that land contained and described in Certificates of Title OT 2814 and OT 17B/975

### **CONSENT NOTICE**

Correct for the Purposes of the Land Transfer Act 1952

**MACALISTER TODD PHILLIPS BODKINS** 

Solicitors Queenstown PO Box 653, Queenstown Phone (03) 442 8110 Fax (03) 442 8116 DX ZP95001

Jem 187jink

IN THE MATTER

of Section 221 of the Resource Management Act

1991

<u>AND</u>

CARDRONA HOLDINGS LIMITED ("the Owner")

IN THE MATTER

of an application for Subdivision Consent to subdivide the land described as Lot 1 Deposited Plan 300535, Lot 6 Deposited Plan 21223 and Section 5, Block I, Cardrona Survey District being all that land contained and described in Certificates of Title OT 2814 and OT 17B/975.

#### **CONSENT NOTICE**

#### **RECITAL**

- A. The Owner is the registered proprietor of all the land contained and described in Certificates of Title OT 2814 and OT 17B/975.
- B. The Owner has made application to the Queenstown-Lakes District Council ("the Council") for resource consent to subdivide the land referred to above, to create 3 allotments for rural lifestyle purposes and 1 balance allotment.
- C. The Council has approved the application pursuant to Sections 104 and 105 of the Resource Management Act 1991 subject to certain conditions which are required to be complied with on a continuing basis by the Owner and subsequent Owners of the land or parts thereof being those conditions specified in the Operative Part hereof.

#### **OPERATIVE PART**

- This Consent Notice is to be registered under the Land Transfer Act 1952 over the land in the Certificates of Title in Schedule A hereto.
- 2. The Conditions the subject of this Consent Notice are:
  - 2.1 Prior to the erection of a dwelling, the owner at the time being shall:
    - (a) Provide the Council with details of the design of the on-site treatment system for household sewage to show that the design has been carried out by a suitably qualified person and is in accordance with the provisions of AS/NZS 1547:2000
    - (b) Provide the Council and the owner with a manual outlining the maintenance of the treatment system.

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- (d) The disposal system design shall include a producer statement and construction review on completion.
- 2.2 Prior to the erection of a dwelling the consent holder shall produce evidence to the Council of an independent supply of water based on the following requirements:
  - (a) A minimum water storage capacity, per lot, of not less than 23,000 litres which should accommodate a minimum static fire fighting reserve of 14,000 litres at any time. In the event that the number of persons to be accommodated on the site is greater than five, the Council will require commensurate increases in the water supply.
  - (b) The water storage tank connection requirements for fire service use shall comply with NZS4505 with regard to the following Items; 70mm instantaneous couplings (female); 100mm and 140mm suction coupling (female); hose tail is to be the same diameter as the threaded coupling, eg: 140mm coupling has 140mm hose tail.
  - (c) The water storage tank shall be located in such a position that it shall not be visible from prominent parts of the site. The tank shall also be screened from view from outside the site.
- 2.3 That any future dwelling or building accessory to a dwelling shall be located within the building platform defined on Deposited Plan 304819.
- 2.4 The drinking water supply shall be monitored in compliance with the Drinking Water Standards of New Zealand (1995) for the presence of faecal coliform bacteria and the results forwarded to the Council. The laboratory carrying out the analysis shall be TELARC registered or otherwise approved by the Council.
- 2.5 The lots shall not be further subdivided.
- 2.6 Prior to the erection of a dwelling a landscaping plan and details of species shall be submitted to and approved by the Principal: Resource Management (Civic Corporation Limited prior to any development of the site. The approved landscaping plan shall be implemented within the first planting season of approval, and shall be thereafter maintained and irrigated in accordance with that plan. If any plant or tree should dies or become diseased it shall be replaced.
- 2.7 A archaeological assessment of this site was carried out by Dr Jill Hamel in September/October 2000. His report "Pringles and Pongs Creek Subdivision, Cardrona Valley" dated October 2000 identified a large number of archaeological sites on Lots 10, 11 and 12. The attention of the owners of these properties is drawn to the report and the site it identifies. Under the Historic Places Act 1993 it is an offence to modify, destroy an archaeological site unless the permission of the NZ Historic Places

Jm187jm

Document Set ID: 6467055 Version: 1, Version Date: 20/03/2020 ÷.,

Trust has first been obtained. Copies of Dr Hamel's report are held by Civic Corp Queenstown and by the Dunedin office of the NZ Historic Places Trust.

DATED the

dav

2002

IN WITNESS WHEREOF these presents have been executed the day and year first before written.

THE COMMON SEAL of the QUEENSTOWN LAKES DISTRICT COUNCIL was hereunto affixed in the presence of:

COMMON SEAL COMMON

Mayor

Chief Executive Officer

Jm187jm

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Lot 10	Deposited Plan 304819 Certificate of Title OT 19124
Lot 11	Deposited Plan 304819 Certificate of Title OT 19125
Lot 12	Deposited Plan 304819 Certificate of Title OT 19126

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### **View Instrument Details**

Instrument No. Status
Date & Time Lodged Lodged By Instrument Type

8503149.1 Registered 25 May 2010 10:38 Reid, Daphne Mabel



Variation of Consent Notice Condition under s221(5) Resource Management Act 1991

Land District Affected Computer Registers

182391

Otago

Annexure Schedule: Contains 2 Pages.

#### Signature

Signed by Kenneth Francis McKenzie as Territorial Authority Representative on 25/05/2010 10:27 AM

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

IN THE MATTER

of Section 221(3) of the Resource Management Act 1991

AND

IN THE MATTER

of a Variation of Consent Notice 5246992.4

CONSENT NOTICE VARIATION

#### BACKGROUND

J ROBERTS has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for a variation of consent notice 5246992.4 registered against Lot 6 DP 344432 contained in Certificate of Tille 182391 (Otago Registry) ('the land').

#### VARIATION TO OPERATIVE PART

Condition 2.3 of Consent Notice 5246992.4 registered against Lot 6 Deposited Plan 344432 held in Certificate of Yille 182391 is hereby detected and replaced with the following:

\*2.3 That any future dwelling or building accessory to a dwelling shall be located within the building platform defined on Deposited Plan 304819 apart from those parts of buildings approved to be located partially outside the approved building platform by resource consent RM070002.\*

All other terms of Consent Notice 5246992.4 shall continue to apply.

LRO-364771-123-3-VI LRB

Annexure Schedule: Page:2 of 2

Dated this

20th

day of

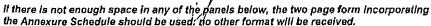
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2010

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

LRB-364771-121-3-VI-LRB

# TRANSFER / Land Transfer Act 1952





Land Registration District	// Journal Will De Foodstroot.
OTAGO /	<del>, / , , ,</del>
Certificate of Title No. All or Part	? Area and legal description Insert only when part or Stratum, CT
19116 211	,
19117   All	Continued on American Colonials 1 5246992.7 Thanssen
19118 All	Continued on Annexure Schedule
Transferor Sumames must be under	
CARDRONA HOLDINGS L	A TOWN FROM THE STATE OF THE ST
	Doc ID: 110336828
Transferee Sumames must be under	inad or In CADITALS
CARDRONA HOLDINGS L	Radius Company
CARDRONA HOLDINGS L	
Estate or Interest or Easement to be	created: Insert e.g. Fee simple; Leasehold In Lease No; Right of way etc.
Fee Simple subject to Land C	ovenants (continued on Annexure Schedule)
Consideration	
One Dollar (\$1.00)	
	)
	,
Operative Clause	
transferor's estate and interest des	of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the cribed above in the land in the above Certificate(s) of Title and if an easement is described
above such is granted or created.	
Dated this 3rd day of	April 2002
	7777
Attestation	Signed in my presence by the Transferor
M. H. Kee	Signature of Witness
Director	Jama Edu
120600	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Director	Witness name Joanna Elizabeth Lee
/ 5/100/01	Occupation Was not ?
	Address 136 Upton St. Wonaka 9199
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no correspance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Macelon and
Solicitor for the Transferee

REF; 4130 /1

Approved by Registrar-General of Land under No. 1995/5003

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

				1		7		7
Dated	3	April	2002	Page	1	of	25	Pages
	Dated	Dated 3	Dated 3 April	Dated 3 April 2002	Dated 3 April 2002 Page	Dated 3 April 2002 Page 1	Dated 3 April 2002 Page 1 of	Dated 3 April 2002 Page 1 of 25

#### Continuation of "Certificate of Title"

19118	AH		
19119	All		
19120	All		1
19121	All		8
19122	All		nr
19123	All		Cours
19124	All	7	
19125	All	1	
19126	All		
19127	All		

reduce

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

The Transferor when registered proprietor of the land formerly contained in Certificates of Title OT2814 and OT17B/975 subdivided the land into Lots in the manner shown and defined on Deposited Plan 304819.

AND WHEREAS the Transferor and the Transferee have agreed mutually to covenant in the manner set out in Schedules B C and D each for the benefit of the other and their successors in title to each of the Lots comprising the Dominant and Servient Lots.

AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (herein referred to as the Dominant Lots) the land covenants set out in Schedules B C and D over the land in Certificates of Title 19116 to 19127 (all Otago Registry) (hereinafter referred to as the Servient Lots) TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedules B C and D hereto and that the owner and occupier for the time being of any Dominant Lot may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

JAC NO

Auckland District Law Society REF 4120 Jem I 80jm

Document Set ID: 6467055 Version: 1, Version Date: 20/03/2020

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# Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

insert below "Mortgage", "Transfer", "Lease	e" etc	- ,,,,,						
Transfer	Dated	3	April	2002	Page	2 01	25	Pages

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in the Schedules B C and D hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jenul 80jm

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## Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

INSERT DEIOW			
"Mortgage",	"Transfer".	"Lease"	etc

Transfer Dated 3 April 2002 Page 3 of	25 Pages

#### SCHEDULE A

- 1. 5666 m² hectares more or less being Lot 1 Deposited Plan 304819 being all of the land described in Certificate of Title OT19116.
- 2. 5516 m² more or less being Lot 2 Deposited Plan 304819 being all of the land described in Certificate of Title OT19117.
- 3. 5228 m² more or less being Lot 3 Deposited Plan 304819 being all of the land described in Certificate of Title OT19118.
- 4. 6192 m² more or less being Lot 4 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19119.
- 5. 6613 m² more or less being Lot 5 Deposited Plan 304819 being all of the land described in Certificate of Title OT19120.
- 6. 6475 m² more or less being Lot 6 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19121.
- 7. 6218 m² more or less being Lot 7 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19122.
- 8. 8719 m² more or less being Lot 8 Deposited Plan 304819 being all of the land described in Certificate of Title OT19123.
- 9. 14.5954 hectares more or less being Lot 10 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19124.
- 10. 6.4847 hectares more or less being Lot 11 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19125.

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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem180jm

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Transfer

## Approved by Registrar-General of Land under No. 1995/5003

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Insert below "Mortgage", "Transfer", "Lease" etc			t	

11. 5.1731 hectares more or less being Lot 12 Deposited Plan 304819 being all of the land described in Certificate of Title OT 19126.

April

2002

12. Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 being all of the land described in Certificate of Title OT 19127.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Auckland District Law Society REF 4120 Jem I 80jm

Insert below

## Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

"Mortgage", "Transfer", "Leas	e" etc							
Transfer	Dated	3	April	2002	Page	5 o	25	Page

#### **SCHEDULE B**

To comply with the following covenants for the purpose of operating a Water Supply Scheme ("the Water Scheme") for the benefit of both the Dominant and Servient Lots whereby it is agreed that the Servient Lots shall be supplied with permanent water supply of not less than those amounts specified in Schedule E hereto from the Water Supply Scheme with the consent of the Otago Regional Council. The purpose of such covenants being to ensure that the costs of operating and maintaining the Water Supply Scheme are shared equally by the registered proprietors of each of the Dominant Lots.

#### 2. Definitions

"the Water Scheme" The Water Supply equipment and infrastructure installed and owned by the Company.

"the Company" Pure H20 Cardrona Limited a duly incorporated company having its registered office at Wanaka.

"Operating Expenses" means all costs and expenses incurred or likely to be incurred in the operation of the Water Scheme and includes (without limiting the generality of the foregoing) all charges for water rights electricity or any other means used to operate or fuel the operation of the Water Scheme.

"Water Supply and Service Agreement" means the agreement to be entered into between the Company and the Dominant Tenements independently of this Deed.

#### Installation of Water Supply Scheme

3. The Company has installed the Water Scheme.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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	Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule
Transfe	r", "Lease" etc
	Dated 3 April 2002 Page 6 of 25 Pages
	Nater Scheme shall serve each parcel of land described in Schedule A hereto with a supply of stic water and will supply each Dominant Lot with a permanent potable water supply of that
	int specified in Schedule E hereto.
draw on ea Quee	egistered proprietors of each parcel of land detailed in the Schedule A hereto shall be entitled to water from the Water Scheme for domestic supply only. Such registered proprietors shall install ach parcel of land at their own cost a 23,000 litre concrete water tank in accordance with the instown District Council subdivision consent conditions. The Company shall at its costs install on parcel of land a water meter.
	arranty as to the availability and uninterrupted supply of water or the suitability of the Water me is given or shall be implied on behalf of the Transferor or the Company.
that e	ransferee Transferor and the Company acknowledge that there is a need to conserve water and ach party shall use its best endeavours to utilise water supplied from the Water Scheme in an omic manner.
The C	Company
(a)	Shareholding
	The capital of the Company comprises thirteen (13) ordinary one dollar (\$1.00) shares. The Company will transfer to each of the Registered Proprietors of the lands described in
	The Volume amount on ear Quee each No work Scher The Total that e econo

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Auckland District Law Society REF 4120 Jcm | 80jm

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# Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

insert below	
"Mortgage", "Trans	ler", "Lease" etc

Transfer	Dated	3	April	2002	Page	7 0	of 25	Pages
	l.				, - ,			_

#### (b) Membership

The Registered Proprietors of the lands described in Schedule A hereto when registered as a holder of a share in the Company will be bound by the constitution of the Company and will when transferring title to the lands described in Schedule A hereto contemporaneously execute in favour of the transferee of the land a transfer of all its right title and interest in the share in the Company. Such Registered Proprietor will notify any immediate transferee of that transferee's obligation to take a transfer of the Registered Proprietors share in the Company.

#### 9. Company Liable for Operation

- (a) To ensure the efficient and orderly operation and maintenance of the Water Scheme the Company will:
  - (i) Arrange all necessary maintenance, servicing, repairs and replacement of the components of the Water Scheme to ensure the continuous operation of the Water Scheme.
  - (ii) Arrange receipt and payment of all electricity and water charges and other payments necessary to ensure the continuous operation of the Water Scheme.
  - (iii) Arrange for the Registered Proprietors of the lands described in Schedule A hereto to contribute their respective share to the Operating Expenses of the Water Scheme the amount and frequency of such contributions shall be determined by the Company. Such contributions may include advance payments to provide a fund to meet future expenditure.

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If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer	Dated	3	April	2002	Page	8	of	25	Pages

- (iv) Maintain a separate bank account for all of the receipts and payments relating to the Operating Expenses of the Water Scheme and the Registered Proprietor's contributions on account thereof and keep full and proper records thereof which shall be available for inspection at any reasonable time by any user upon written request being made.
- (b) For the purposes of this clause the Company may require all those Registered Proprietors to pay by bank automatic payment or otherwise into the said bank account a regular payment on account of maintenance and Operating Expenses to be incurred by those proprietors all such moneys to be applied in payment of such costs and being non-refundable to any Registered Proprietor except in the case of mistake being made. Any such requirement made pursuant to this sub clause shall be a binding obligation of such Registered Proprietors for the purposes of this Deed.
- The Company may charge a fee for carrying out the Company's duties pursuant to this deed (c) such fee to be based upon time spent at a reasonable hourly rate and to be charged to reimburse the Company for such time spent. The Company may also engage other persons to act as its agent in the carrying out of all or part of such duties. The fee charged by the Company and/or the person carrying out such duties shall be deemed to be an Operating Expense.

#### Water and Service Agreement

The Transferee will upon transferring title to the lands described in Schedule A hereto procure 10. (a) the immediate transferee of the land to enter into and execute a Water and Service Agreement as shall be extent at the date of transfer of the land.

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	(b)	.  The Registered Proprietors of the lands described in Schedule A hereto shall be bound by the
		terms of the Water and Service Agreement and shall when transferring title to the lands
		described in Schedule A hereto procure the immediate transferee of the land to enter into and
		execute such Water and Service Agreement as shall be extant at the date of transfer of the
		land.
	(c)	The Water and Service Agreement referred to in subclauses (a), and (b) of this Clause shall
		provide for and secure the Company's obligation to undertake and discharge and to carry out
		those functions specified in Clauses 9(a)(i) to (iv) hereof any may include such other functions
		or matters as the Registered Proprietors of the lands described in Schedule A hereto and the
		Company may from time to time agree.
Owne	ership o	f Water Scheme and Components
Owne	·	f Water Scheme and Components Scheme and Scheme components shall be the property of the Company.
11.	The S	
11.	The S	cheme and Scheme components shall be the property of the Company.
11. Right	The S	cheme and Scheme components shall be the property of the Company.  Parties
11. Right	The S	Parties egistered proprietors of the lands subject to this Transfer shall have the following rights:
11. Right	The S s of the The re (a)	Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;
11. Right 12.	The S s of the The re (a)	Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;
11. Right 12.	The S s of the The re (a) (b)	Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;  The right to have serviced and maintained by the Company the Water Scheme.
11. Right 12.	The S s of the The re (a) (b)	Parties  egistered proprietors of the lands subject to this Transfer shall have the following rights:  The right to draw water from the Water Scheme pursuant to clauses 4 and 5 hereto;  The right to have serviced and maintained by the Company the Water Scheme.  The parties acknowledge that easements to convey water and electricity have been created

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Transfer, but the Transferee covenants that they will execute and join in executing all further documents plans or deeds as may be required to create further easements or rights necessary to enable the Company to convey the water and electricity to the Dominant Lots.

- (b) The Transferor warrants that the appropriate easements or rights referred to in (a) of this clause have been created with the intent that the Water Scheme shall not be impeded restricted or interrupted.
- (c) (i) The Company holds Water Right No. 98181
  - (ii) The Company hereby acknowledges that it holds the said water right for itself and upon trust for the time being of each of the registered proprietors of the Dominant Lots and their executors, administrators, assigns and successors in title who are entitled to use the Water Scheme pursuant to this Transfer.

#### Obligations of the Parties

- 14. The registered proprietors of the land subject to this Transfer shall:
  - (a) Enter into a Water and Service Agreement with the Company pursuant to Clause 10 hereof.
  - (b) Pay upon demand their share of the Operating Expenses of the Water Scheme in accordance with the provisions hereof.
  - (c) The Operating Expenses of the Water Scheme shall be borne by the Registered Proprietors of the lands described in Schedule A equally.

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Approved by Registrar-General of Land under No. 1995/5003

	Annexure Schedule
Insert below "Mortgage", "Transfer", "Lease" etc	

Transfer	Dated	3	April	2002	Page	11	of	25	Pages
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- (d) Each Registered Proprietor of the lands described in Schedule A hereto shall be liable for his share of the Operating Expenses of the Water Scheme from the date of his connection to the Water Scheme which expenses shall be payable upon demand without deduction.
- Where any damage to the Water Scheme or any part of it is caused by neglect or default of (e) one of the parties hereto their agents invitees or assignees then that party or those parties shall bear the costs of remedying such damage.
- (f) Each Registered Proprietor of the land described in Schedule A hereto shall pay to the Company a connection fee prior to the date of connection, the quantum of such fee to be determined by the Company, and include but not be limited to the costs of installation on the land of the Registered Proprietor a water meter pursuant to Clause 5 hereof.
- For the purposes of this Clause joint registered proprietors of one piece of land shall be (g) deemed to be one Registered Proprietor.
- 15. The registered proprietors of the land subject to this Transfer shall not raise or lodge any objection or submission to any application for a renewal of or a further water permit in connection with the Water Scheme or a land use consent for any structure used in connection with the Water Scheme in respect of any of the land detailed in Schedule A hereto.

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#### Default

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

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer	Dated	3	April	2002	Page	12	of	25	Pages

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- 17. If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this Transfer the following provisions shall apply:
  - (a) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than fourteen days from service of the default notice the provisions of this default clause shall apply.
  - (b) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
    - (i) Perform such obligation.
    - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the Water Scheme.
    - (iii) Enter on to the land owned by the defaulting party or any other land subject to this Transfer and carry out all work required to perform such obligation and/or disconnect the land owned by the defaulting party from the Water Supply Scheme.
  - (c) The defaulting party shall be liable to pay to the affected party:
    - (i) All costs of and incidental to the preparation and service of the default notice.
    - (ii) All costs of and incidental to any such disconnection.
    - (iii) The proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this Transfer

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Transfer	Dated	3	April 2002	Page	13	of	25	Pages

- (e) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- (f) If the Water Scheme to the land owned by the defaulting party is disconnected pursuant to this clause, the defaulting party may not reconnect or have reconnected such Water Scheme until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

#### **Further Subdivision and Further Connections**

- 18. The Transferor may further subdivide that land contained in Certificate of Title OT 19127. Any lot created by such subdivision may be connected to the Water Scheme. Such lots may have a commercial or other land use and the amount drawn shall be as each lot requires for its use.
- 19. The Transferor and/or the Company may enter into agreements with the owners of land not included in this transfer to provide water to that owners land in such quantity as may be agreed upon.
- 20. The Transferor and/or the Company shall ensure that all land connected to the Water Scheme pursuant to clauses 18 and 19 shall be subject to this covenant.
- 21. Nothing in clauses 18 and 19 above shall permit the Transferor and/or the Company or any other person to draw an amount of water that shall effect each allotments entitlement pursuant to this deed to draw the water entitlements specified in Schedule E (unless in time of drought or other breakdown).
- 22. The Transferee by entering into this instrument shall be deemed to covenant to pay to the Company the Operating Expenses. All such Operating Expenses shall be fixed, established and collected from time to time as set out herein.

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Transfer Dated 3 April 2002 Page 14 of 25 Page

23. Contributions levied for Operating Expenses by the Company shall be used exclusively for the purposes of ensuring appropriate funding for any business of the Company as defined by the Constitution of the Company.

### 24. Establishing the Level of Contributions

Each financial year, the Company shall estimate the Operating Expenses to be incurred by the Company during each year in performing its functions, including without limitation a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Contributions sufficient to pay such costs shall then be levied as herein provided, and as between the shares, the amount of the contributions levied against each share shall be equal and uniform. The level of contributions set by the Company shall be final and binding. If the sums collected proved inadequate for any reason, including non payment of any individual contributions, the Company may at any time, and from time to time, levy for further contributions in the same manner as aforesaid. All such regular contributions shall be due and payable by the said registered proprietors to the Company during the financial year in equal monthly, quarterly, semi-annual, annual, or other periodic instalments, as the directors of the Company shall determine in their sole discretion, on or before the first day of the applicable period.

### 25. Due Date of Contribution

The first contribution shall become due and payable in accordance with the periodic payment schedule established by the directors of the Company in accordance with Clause 24. Payments shall be considered in arrears if not paid within 28 days after their due date.

26. Late Charges

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If any contribution is in arrears the registered proprietor may be required by the Company to pay a late charge including interest at 2% per month at such rate as the directors of the Company may designate from time to time, and such late charge (and any reasonable handling costs therefore) shall be a charge upon the land to which the contribution relates, collectable in the same manner as herein provided for collection of contributions.

### 27. Personal Obligation for Payment of Contributions

The contributions and late charges provided for herein shall be the personal and individual debt of the registered proprietor.

#### 28. Encumbrances to Secure Contributions

All sums assessed or charged in the manner provided in this section but unpaid, together with all costs and expenses of collection, including reasonable legal fees, shall be, secured by the Memorandum of Encumbrance For Securing Contributions and shall constitute a charge on or against the land covered by such contribution or charge, which shall bind such land in the hands of the Transferee, and the Transferee's executors, successors or assigns. The obligation to pay contributions hereunder is part of the purchase price of the land when sold. The Transferee of a Lot and the Transferor whilst it remains an Owner shall execute the Memorandum of Encumbrance (in the form referred to in Schedule G hereto) at the same time as he executes this instrument. Such Encumbrance shall be in favour of the Company to secure the payment of contributions and shall be superior to all other liens and charges against the land, except only for sums secured by a Mortgage securing sums borrowed for the purchase of or improvements on the land. The Company shall have the power to subordinate the aforesaid Encumbrance to any other lien encumbrance or charge. Such power shall be entirely discretionary with the directors of the Company and such subordination must be signed by an officer of the Company.

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Transfer Dated 3 April 2002 Page 16 of 25 Pages

#### SCHEDULE C

#### The Transferee shall:

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- (a) not submit in opposition nor permit nor suffer any agent or servant or any other representative howsoever to submit in opposition nor support any submission in opposition to:
  - (i) any present or future application for any resource consent made by the Transferor or made on the Transferor's behalf or supported in part or in full by the Transferor to subdivide any of the Transferor's land, whether such land comprises the Dominant or Servient Lots, or adjoins any of them;
- (b) The Transferee shall not withhold the Transferee's consent to:
  - (i) any approval dispensation or consent required in connection with any application for a resource consent or approval made or supported by the Transferor or on its behalf in connection with the Transferor's proposal to further subdivide any of its land, whether such land comprises the Dominant or Servient Lots, or adjoins any of them;
- The Transferor shall not permit any building platform on the land in Certificate of Title OT 19127 to be located within a distance of 100 metres from that part of the legal boundary of the land in Certificate of Title OT 19125 that adjoins the land in Certificate of Title OT 19127.

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# Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

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		SCHEDULE D
		GENERAL PROVISIONS
No in	terferenc	•
1.	other a	ty shall do any act which impedes interferes with or restricts the rights of any other party uthorised persons in relation to this Transfer AND IN PARTICULAR no party other than to ny shall interfere with the Water Scheme without the consent of the first having been obtained.
This '	Fransfer (	Shall Enure for All Time
2.		venants rights and obligations contained in this Transfer shall endure for all time for the beninden as appropriate of all the lands owned by the parties to this Transfer and every p
Costs	3	
3.	All cos Transfe	ts of and incidental to the preparation and registration of this Transfer shall be bome by eror.
Liabi	lity only l	ncurred by Registered Proprietor
4.		
	(a)	A registered proprietor shall only be liable pursuant to this Transfer for liabilities and/or coarising pursuant to this Transfer prior to the date that such registered proprietor ceases to registered as proprietor of the land in respect of which the liabilities and/or costs arise.
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Transfer	Dated	3_	April	2002	Page 18 of 25	Pages

- (b) The registration of a transfer of a registered proprietor's interest in any land subject to this Transfer shall not operate to relieve the transferor from any liability arising pursuant to this Transfer prior to the date of registration of such Transfer.
- (c) The Transferor will prior to transferring or assigning any of the Lots comprising the Servient Lots, obtain from any transferee or assignee of any such Lot or Lots a covenant to the effect that such transferee or assignee will contribute to the costs of operating and maintaining the Water Scheme, such costs to be shared by the number of separate Lots using the said Water Scheme equally and such covenant shall bind such assignees to the provisions hereof.
- 5. The Transferor reserves the right to itself to sell, lease, develop, operate or otherwise deal with any Lot comprising the Servient Lots, subject to any conditions that the Transferor sees fit PROVIDED THAT all Lots which use the Water Scheme and any Lots on which any part of the Water Scheme are situated shall only be sold transferred or leased subject to the stipulations provisions obligations and restrictions imposed by this Transfer AND PROVIDED THAT where the Transferor proposes the waiver of any of the provisions of this Transfer, such waiver must first be referred to all existing Lot owners for their consent, and such consent shall not be unreasonably withheld.
- 6. <u>Alternative Dispute Resolution Process</u>. If any party believes that a dispute between them has arisen regarding the covenants rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:
  - (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.

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- (b) If the parties cannot reach agreement on:
  - (i) the dispute resolution process and procedures to be adopted for resolving the dispute; and
  - (ii) the timetable for all steps in that process; and
  - (iii) the selection and compensation of the independent person required for such technique they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the president of the Otago District Law Society.
- (c) The parties shall not use any information or documents obtained through this alternatively dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 37.
- (d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.

7.

- (a) If, following the procedures to resolve any dispute between the parties contained in clause 6 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.
- (b) If the dispute is referred to arbitration under this clause then:
  - (i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Transfer	Dated	3	April 2002	Page 20 of 25 Pages

- (ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.
- 8. A written notice to be sent pursuant to the terms of this instrument shall be:
  - (a) Delivered to that person; or
  - (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
  - (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

9.

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.
- 10. A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 11. A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

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### SCHEDULE E

### **WATER ENTITLEMENTS**

1000 litre/day
1000 litres/day
2000 litres/day
1000 litres/day
Maximum usage is

Maximum usage is balance water supply/capacity available after Lots 1 to 12 have been supplied with their maximum entitlements.

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#### **SCHEDULE F**

# MEMORANDUM OF ENCUMBRANCE FOR SECURING A SUM OF MONEY Section 101 Land Transfer Act 1952

The registered proprietor named and described in the Schedule hereto as proprietor of the land ("the land") described in the Schedule and desiring to render the land available for the purpose of securing to and for the benefit of Pure H2O Cardrona Limited (hereinafter called "the Encumbrancee") the sum of money referred to in the Schedule ("the sum of money")

DO HEREBY ENCUMBER the said land for the benefit of the Encumbrancee with the sum of money to be raised and paid at the times and in the manner as the Encumbrancee shall decide pursuant to a Transfer creating Land Covenants dated day of 2002 (hereinafter called "the Land Covenants") (a copy of which is attached hereto).

PROVIDED ALWAYS that the liability of any given registered proprietor hereunder is limited to obligations and liabilities accruing during their time as registered proprietor and ceases (except for any obligation or liability which has arisen during their time as registered proprietor) upon transfer of the land.

**PROVIDED ALSO** that if and whenever the obligations set out in the said Land Covenants shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee.

AND SUBJECT as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 1952.

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EXECUTED by the reg	istered proprietor)		
named and described i	n the Schedule	)	
hereto		)	
		)	•
(by the affixing of its se	al)	)	
in the presence of:		)	
r			
		Correct for the purpos	es of the Land Transfer
		Act 1952	
		Solicitor for the Encur	nbrancee
	SCHEDULE TO	MEMORANDUM OF ENCL	MBRANCE
REGISTERED PROPR	RETOR:		
I AND.			
LAND;			
(a) Registration D	District - Otago		
(b) Land			
	Area	Description	Title Reference

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Transfer Dated 3 April 2002 Page 24 of 25 Pages	Insert below "Mortgage", "Transfer", "Lease"	etc .					
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SUBJECT TO AND TOGETHER WITH the easements covenants restrictions and conditions as set out on the title.

The sum of money is the sum of such Contributions as shall be levied and fixed in each year during the continuance of the Land Covenants by Pure H20 Cardrona Limited ("the Company") in respect of the land together with any other charges, in relation thereto as are fixed and made by the Company pursuant to the provisions of the Land Covenants to be raised and paid at the times and in the manner set out pursuant to the provisions of the Land Covenants and are notified by the Company to the registered proprietor from time to time.

SIGNED for and on behalf of

as Transferee by:

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ransfer	Dated 3 A	1 Pri/ 2002 Page 25 of 25 Pages.
THE NATIONAL BA	NK OF NEW ZEALAND	as Mortgagee of the dominant land pursuant to Mortgage
946367.1 HEREBY	CONSENTS to the within	n land covenants without prejudice to its rights and remedies
under the mortgage.		
	1 last	·
Signed by The National Bank of By its attorney In the presence of	New Zealand Ltd SIETHEN MARK HHODES	2 1 MAR 2002
Aiga Toso Bank Officer Auckland "Continuation of Atte	agail John	
SIGNED for and on be	ehalf of )	
CARDRONA HOLDIN	GS LIMITED )	M. A Loe
As Transferee by:	)	Director
		Director
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### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

# I STEPHEN MARK RHODES Zealand HEREBY CERTIFY:

Manager Lending Services of Auckland in New

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

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

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

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

Mhoch

DATED at Auckland this

21st day of

March 2002

Approved by Registrar-General of Land under No. 1995/1003EF

## **TRANSFER**

Land Transfer Act 1952



Law Firm Acting	
Macalister Todd Phillips Bodkins	_
	٠
• ~	

Auckland District Law Society

This page is for Land Registry Office use only. (except for "Lew Firm Acting")

Consent No: 98181\_V1

300A

### WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name:

[John Lee] transferred 27.9.02

Pure H<sub>2</sub>O Cardrona Limited

Address:

[c/ Clarke Fortune McDonald, 309 Lower Shotover Street, Queens town]

C/- Waiorau Snow Farm, Cardrona, R D 1, Wanaka

to take surface water

for the purpose of supplying eight twelve lots with domestic and irrigation water

for a term expiring 1 August 2018

Location of activity: Pringles Creek, Cardrona

Legal description of land adjacent to point of abstraction: Lot 1 DP21223

Map reference: NZMS 260 F41:942-853

#### Conditions:

- That the total abstraction authorised by this permit shall not exceed:
  - (a) 5 litres per second
  - (b) 24 000 litres per day
- The intake shall be screened so as to prevent the ingress of small fish and elivers. 2.
- No abstraction, other than for potable water supply, shall occur when flows in the 3. Cardrona River are less than 580 littles per second at the Otago Regional Council low flow gauging site (Mt Barker) at Grid Reference NZMS 260:F40:029993.
- This permit shall be exercised under the control of any Water Allocation 4. Committee established by the Regional Council which operates in the Cardrona River catchment.
- The consent holder may, in accordance with Section 127 of the Resource 5. Management Act 1991, apply to the consent authority to review the conditions of this consent for the purpose of revising the minimum flow restriction, if a regional plan is adopted which sets a different minimum flow to that on the consent.
- The consent authority may, in accordance with Section 128 of the Resource 6. Management Act 1991, serve notice on the consent holder of its intention to

review the conditions of this consent for the purpose of revising the minimum flow restriction, if a regional plan is adopted which sets a different minimum flow to that on the consent.

Issued at Dunedin this 7<sup>th</sup> day of September 1998
Reissued at Dunedin this 25<sup>th</sup> day of February 2002 to reflect variation of purpose.
Reissued at Dunedin this 8<sup>th</sup> day of October 2002 to reflect transfer of holder.





## EASEMENT CERTIFICATE

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

## -₩we CARDRONA HOLDINGS LIMITED

EC 5246592.9 EASENEMY CERTIFICAT CPY-01/01.PGS-010.17/06/02.08:20

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at OTAGO

day of 2002

under No. 304819

are the easements which it is intended shall be created by the operation of section 90A of the Land

### SCHEDULE DEPOSITED PLAN NO. 304819

N	Servi	ent Tenement		
Nature of Easement (e.g., Right of Way, etc.	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement	n. of Part   Lot No.(s) or other	
Right to Convey and Store Water	Lot 11	"O"	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19124 19126
Right to Convey Water and Transmit Electricity	Lot 11	"Q"	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19124 19126
	Lot 8	"Y" & "GG"		19116 19117 19118 19119 19120 19121 19122 19124 19126

REF: 4050 /1

### **Continuation of Schedule**

	Servient	Tenement		
Nature of Easement	Lot No	Colour or other means of identification	Dominant Tenement	Title Reference
Right to Convey Water & Pump Water, Right to transmit Electricity	Lot 11	"R"	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 12122 10124 19123 10126 19124
Right to Convey Water	Lot 11	″p°	Lots 1 2 3 4 5 6 7 8 10 12	19116 19117 19118 19119 19120 19121 19122 19123 19124 19126
	Lot 7	"X" and <b>"</b> CC"	Lots 1 2 3 4 5 6 10 12	19116 19117 19118 19119 19120 19121 19124 19126
	Lot 6	"W" and "T"	Lots 1 2 3 4 5 10 12	19116 19117 19118 19119 19120 19124 19126
	Lot 5	"S", "I" and "G"	Lots 1 2 3 4 12	19116 19117 19118 19119 19126
	Lot 5 Lot 12	"S", "I", "G" and "F" "H" and "N"	Lot 10 Lots 1 2 3	19124 19116 19117 19118 19119
	Lot 12	"M"	Lots 3	19118 19119

Right of Way	Lot 6	"A", "T", and "V"	Lots	7	19122
			ľ	8	19123
		[	1	11	19125
	Lot 7	"B"	Lots	6	19121
				8	19123
				11	19125
	Lot 7	*D* and *EE"	Lots	8	19123
				11	19125
	Lot 8	*C*	Lots	6	19121
		j		7	19122
				11	19125
	Lot 8	"E" and "FF"	Lots	7	19122
				11	19125
Right to Transi	mit Lot 7	"CC", "DD", and "EE"	Lot	11	19125
Electricity	Lot 8	"GG", "BB" and "FF"	Lot	11	19125



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

#### 1. Rights and powers:

- 1.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952)
- The Right of Way means the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee and other authorised persons and the Grantee's tenants (in common with the Grantor his tenants and any other authorised persons) to pass and repass on foot and with motor and other vehicles laden and unladen machinery and implements of a any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.
- 1.2 The Right to Convey Water shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Grantee and other authorised persons and his tenants (in common with the Grantor, his tenants and any other person lawfully entitled so to do) from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto as are set out in Clause 5 of the Seventh Schedule to the Land Transfer Act 1952 and a Deed of Covenant of even date.
- 1.3 The Right to Pump Water shall mean the full free and unrestricted right liberty and privilege for the Grantee and other authorised persons and the Grantee's tenants (in common with the Grantor, his tenants and any other person lawfully entitled to do so) to be supplied with a permanent potable water supply from a water bore drilled on the Servient Land by way of pumping facilities and underground reticulation (hereinafter called the Domestic Water Supply) together with the full free uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting cleansing repairing maintaining and/or renewing the pumping and related facilities but subject to the conditions terms covenants and restrictions contained in this instrument and a Deed of Covenant of even date.
- 1.4 The Right to Transmit Electricity means the full, free uninterrupted and unrestricted right, liberty and privilege for the Grantee his tenants other authorised persons and the Grantee's tenants (in common with the Grantor his tenants and other authorised persons) from time to time and at all times to convey or conduct electricity by means of lines or cables, whether above or below ground, along the stipulated course across the land over which the easement is granted or created together with the other rights and powers as are set out in clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "pipes" and "pipeline" it also refers to "conduits, cables, overhead lines and poles" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.
- 1.5 The Right to Store Water shall mean the full free and unrestricted right liberty and privilege for the Grantee and other authorised persons, and the Grantees tenants (in common with the Grantor, his tenants and any other person lawfully entitled to do so) to store water in the Water Tank situated on the Servient Land, together with the full free uninterrupted and unrestricted right liberty and privilege for the Grantee, his servants tenants agents and workmen, with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting cleansing repairing maintaining and/or renewing the Water Tank.

REF: 4050 /2

- 2.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Easement
  Certificate
- 2.1 Each grant shall be for all time.

2.2

- (a) The cost of maintaining and repairing the carriage way formed on the Servient Land over which the foregoing Right of Way is created and of complying with the requirements of any public or local authority having jurisdiction over it, shall be met equally by each of the proprietors using the carriage way being the registered proprietors of the land served by the Right of Way and the registered proprietor of the Dominant Land provided that:
  - (i) No land owner shall be required to contribute to the maintenance and repair of any part of the carriage way not used by that land owner; and
  - (ii) If any such construction, maintenance or repair becomes necessary through the omission, neglect or default by any party, then that party responsible shall meet the cost of such construction, maintenance or repair attributable to that party's omission, neglect or default.
- (b) The implied rights set out in the Ninth Schedule to the Property Law Act 1952 apply except as modified by paragraph (a) of this clause 2.2.
- 2.3 The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits through which the water supply flows, pursuant to the Right to Convey Water specified in this instrument, shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default. Such conditions terms covenants and restrictions relating to the cost of maintaining repairing cleaning or renewing any pipes races or conduits through which the water supply flows pursuant to the Right to Convey Water are further specified in a Deed of Covenant of even date.
- 2.4 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, overhead lines or poles used to convey electricity pursuant to the rights specified in this instrument shall be met as to a fair proportion according to the sections of such pipes, conduits, cables, overhead lines or poles respectively used by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default.
- 2.5 The payment of the cost of maintaining repairing or renewing any part of the Domestic Water Supply shall be made pursuant to the terms of this instrument and a Deed of Covenant of even date.
- 2.6 The payment of the cost of maintaining repairing or renewing the water pump or water tank or any part of them pursuant to the rights specified in this instrument shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance repair or cleaning or renewal becomes necessary through the omission neglect or default of one or more party then the party responsible shall meet the cost of such construction maintenance or repair attributable to that omission neglect or default.
- 2.7 No party shall do any act which impedes, interferes with or restricts the rights of any other party or authorised persons in relation to the easements specified in this instrument.
- 2.8 If a defaulting party neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party, the following provisions shall apply:
  - (a) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating

that, after the expiration of seven days from service of the default notice the other party may perform such obligation.

- (b) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
  - (i) perform such obligation; and
  - (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
- (c) the defaulting party shall be liable to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.
- the other party may recover from the defaulting party as a liquidated debt any money payable (d) pursuant to this subclause.
- 2.9 Alternative Dispute Resolution Process. If any party believes that a dispute between them has arisen regarding the easement rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:
  - (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.
  - (b) If the parties cannot reach agreement on:
    - (i) the dispute resolution process and procedures to be adopted for resolving the dispute; and
    - (ii) the timetable for all steps in that process; and
    - (iii) the selection and compensation of the independent person required for such technique they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the president of the Otago District Law Society.
  - (c) The parties shall not use any information or documents obtained through this alternatively dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 2.9.
  - No party to the dispute may refer a dispute to arbitration or commence proceedings in any (d) Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.
- 2.10
- (a) If, following the procedures to resolve any dispute between the parties contained in clause 2.9 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1908 or any enactment in substitution of that Act.
- If the dispute is referred to arbitration under this clause then: (b)
  - (i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

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Version: 1, Version Date: 20/03/2020

- (ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.
- 2.11 A written notice to be sent pursuant to the terms of this instrument shall be:
  - (a) Delivered to that person; or
  - (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
  - (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

2.12

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.
- 2.13 In this instrument, unless the context otherwise requires:
  - "Dominant Land" means the land described in the Schedule to which the relevant easement is appurtenant.
  - "The Grantee" in relation to each easement means the registered proprietor for the time being
    of the Dominant Land of which the relevant easement is appurtenant.
  - "The Grantee and Other Authorised Persons" in relation to each easement means the Grantee and the agents, employees, contractors, tenants, licensees and invitees of the Grantee and all other persons authorised or invited by the Grantee to enjoy the relevant easement.
  - "The Grantor" in relation to each easement means the registered proprietor for the time being
    of the Servient Land which is subject to the relevant easement.
  - "The Grantor and Other Authorised Persons" in relation to each easement means the Grantor and the agents, employees, contractors, tenants, licensees and invitees of the Grantor and all other persons authorised or invited by the Grantor to enjoy the benefit which is the subject of the relevant easement.
  - "Servient Land" means the land described in the Schedule which is subject to the relevant easement.
  - The following meanings are given to the following words in clause 2.7:
    - \* A reference to the "defaulting party" is a reference to the party of this instrument which neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party.
    - \* A reference to the "other party" is any party to this instrument other than the defaulting party.
- 2.14 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.
- 2.15 A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

2.16 The Deed of Covenant of even date referred to in clauses 1.2, 1.3, 2.3 and 2.5 shall mean a Deed of Covenant made between the Grantor of the one part and the Grantee of the other part and dated the same date as this instrument a copy of which is attached hereto.



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

Dated this	3rd	day of	Apri	/	2002	
	above-named A HOLDINGS	LIMITED				
by:	of Jum	a Edu abeth Lee		K	M. H. Lee	Director
				×	Johakel	Director
		st Womskis	વાવઢ	,	/	

Correct for the purposes of the Land Transfer Act 1952

((Solicitor for) the registered proprietor:

REF: 4050 /3

Approved by Registrar-General of Land under No. 1998/6031EF

# **EASEMENT CERTIFICATE**

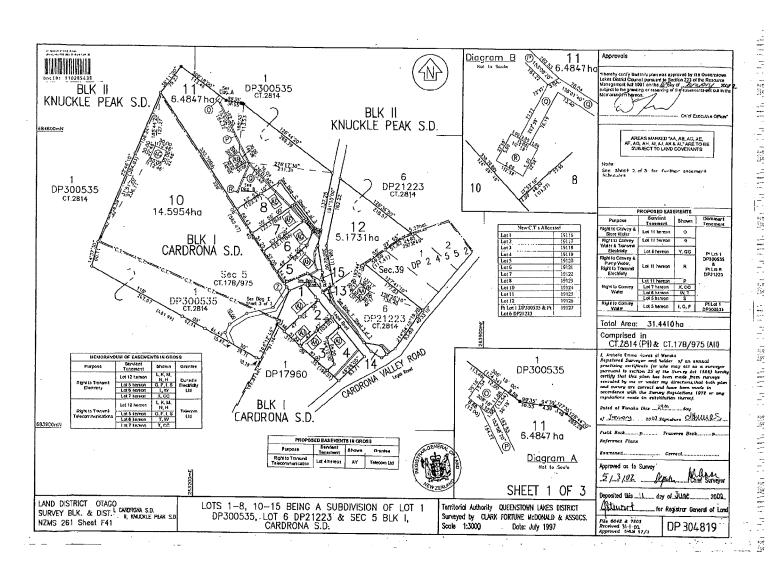
**Land Transfer Act 1952** 

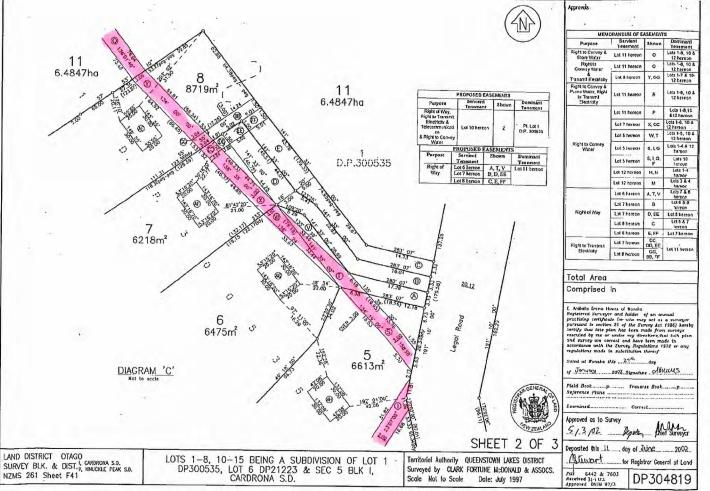


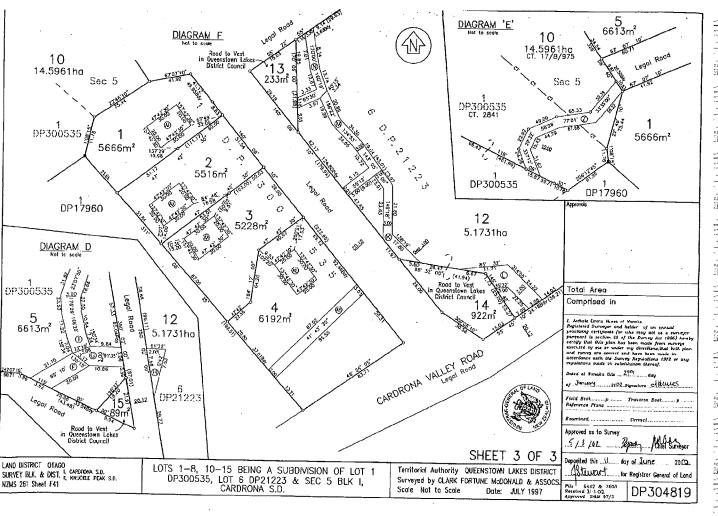
Law Firm Acting
Macalister Todd Phillips Bodkins
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Auckland District Law Society

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Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952\_El 6057313.1 Easement In of General Cpy - 01/03. Pgs - 005,25/06/04,13:24 Land registration district OTAGO Grantor Surname(s) must be underlined or in CAPITALS. KYLE RUSSELL HOLDINGS LIMITED Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED

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

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

Dated this 11 day of 2004 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Glynn Alistair Bertrand RUSSELL Occupation & Phillipa Marie KYLE Address Signature [common seal] of Grantor

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed) Witness name

Occupation

Address

Signature [common seal] of Grantee

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

[Solicitor for] the Grantee

'if the consent of any person is required for the grant, the specified consent form must be used. REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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

(Gonera)	
Approval	7
Approval 02/6055EF	,
TOLS!	,

			TOLS:
Easement instrument	Dated 14 mo	y 2004 F	Page 1 of 1 pages
Schedule A		(Continue in additional A	nnexure Schedule if required
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Water	W, T Deposited Plan 304819	Lot 6 Deposited Plan 304819 CT OT 19121	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127
Easements or profits à pre rights and powers (includi terms, covenants, and con	ng	Delete phrases in [ ] an number as required. Continue in additional A required.	
Unless otherwise provided prescribed by the Land Tra	l below, the rights and pow ansfer Regulations 2002 and	ers implied in specific class for the Ninth Schedule of the	ses of easement are those e Property Law Act 1952.
The implied rights and pov	vers are [varied] [negatived	i] [added to] or [substitute	<b>d</b> ] by:
[Memorandum number	, register	ed under section 155A of th	e Land Transfer Act 1952].
[the provisions set out in A	nnexure Schedule 2].		
Covenant provisions Delete phrases in [ ] and ins Continue in additional Annex	ure Schedule if required.	•	
The provisions applying to	the specified covenants are	those set out in:	
[Memorandum number	, register	ed under section 155A of the	e Land Transfer Act 1952]
[Annexure Schedule 2].			
All signing parties	and either their witnesses	s or solicitors must sign o	r initial in this box
	<u> </u>		

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

### Continuation of "Attestation"

BANK OF NEW ZEALAND as mortgagee pursuant to Mortgage registered against Certificate of Title 19121 consents to the within Easement Instrument, but without prejudice to its rights, remedies and powers contained in Mortgage

SIGNED for an on behalf of: BANK OF NEW ZEALAND by its duly appointed attorney's

Richard Marten

Signature of Witness to both signatures Full name of Witness:

Bank Officer

Occupation of Witness:

Auckland

Address of Witness:

Note: If two directors sign, no witness is necessary. If a director and secretary sign, both signatures are to be witnessed. If the director and secretary are not signing together, a separate witness will be

necessary for each signature.



# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Leigh Carin Bernard and Richard Marten both of Auckland, Bank Officers, severally certify that:

- 1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 19th May 2004

Leigh Carin Bernard

SIGNED at Auckland this 19th May 2004

Richard Marten

Q:\Credit Risk Management\Credit Decisions\Deeds Advice\Certificate of Non Revocation Leigh & Richard.rtf

000000#1079 0601 #250.00 FEES \$ GST INCLUSIVE \$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$250.00 \$250.00 \$250.00 RE-SUBMISSION & PRIORITY FEE Total for this dealing FOR DEPOSIT ONLY 25/06/2004 8:56 CHEQUE Subtotal (for this page) Cash/Cheque enclosed for OTHER Less Fees paid on Dealing # NEW TITLES ADVERTISING Rejected Dealing Number Priority Barcade/Date Stamp (LINZ use only) Dealing / SUD Number: (LINZ Use only) Plan Number Pre-Allocated or NOTICES MULTI-TITLE FEES Annotations (LINZ use only Traverse Sheets (#) Other (state) Survey Plan (#) Field Notes (#) Calc Sheets (#) Survey Report Title Plan (#) HEREWITH 50.00 50.00 50.00 \$50.00 50.00 DOCUMENT OR SURVEY FEES LODGING FIRM: Macalister Todd Phillips Bodkins Kyle Russell Holdings Ltd / Cardrona Holdings Lt Original Signatures? Roberts - Cardrona Mercer - Carrdona macalistertpbqu 202060.33 - JEM Names of Parties Arnott - Cardrona Hollingsworth -Cardrona P O Box 653 Queenstown SPHJ 8 Type of Instrument Land Information New Zealand Lodgement Form GST Registered Number 17-022-895 冚 Ш 冚 山 Ш Fees Receipt and Tax Involce Landonline User ID: Client Code / Ref: ASSOCIATED FIRM: Uplifting Box Number: LINZ Form P005 CT Ref. 19120 19123 19122 19124 19121 Priority Order ~ 3 4 S 9

Document Set ID: 6467055 Version: 1, Version Date: 20/03/2020

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Version 1.6: 15 March 2004

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LINZ Form P005 - PDF

Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952\_EI 6057313.2 Easement In: Land registration district OTAGO Grantor Sumame(s) must be ungerlineg or in CAPTI ALS. John Stuart MERCER and Samantha CAREY Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). Dated this 11/2 day of *Noveethilles* 2003 Attestation Samailla Jan America. Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Rosemany MERCER

Occupation

RETIRED

Signature [common seal] of Grantor

Address

CAMPBELLS BAY, AUCKLAND.

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed) Witness name

Occupation

Signature [common seal] of Grantee

Address

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

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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



<b>-</b>			HOLS
Easement instrument	Dated // Noven	nber 2003	Page 1 of 2 pages
Schedule A		(Continue in additional A	Annexure Schedule if require
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Water	X, CC Deposited Plan 304819	Lot 7 Deposited Plan 304819 CT OT 19122	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127
Easements or <i>profits à pre</i> ights and powers (includi erms, covenants, and con	ng ditions)	Delete phrases in [ ] an number as required. Continue in additional A required.	nnexure Schedule if
Unless otherwise provided prescribed by the Land Tra	below, the rights and powersfer Regulations 2002 and/	ers implied in specific class or the Ninth Schedule of the	ses of easement are those e Property Law Act 1952.
The implied rights and pow	rers are [varied] [negatived]	] [added to] or [substitute	<b>d]</b> by:
[Memorandum number	, registere	ed under section 155A of the	e Land Transfer Act 1952].
[the provisions set out in Ar			•
ovenant provisions elete phrases in [ ] and inse ontinue in additional Annext	ert memorandum number as ire Schedule if required.	required.	
	he specified covenants are t	those set out in:	

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

, registered under section 155A of the Land Transfer Act 1952]

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

[Memorandum number

[Annexure Schedule 2].

Approved by Registrar-General of Land under No. 2002/5032

### **Annexure Schedule**

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

Easement Instrument

Dated

11 November 2003

Page 2 of

Pages

(Continue in additional Annexure Schedule, if required.)

#### CONSENT

WESTPAC BANKING CORPORATION as mortgagee of the servient tenement pursuant to Mortgage 5581913.2 HEREBY CONSENTS to the within easements.

SIGNED for and on behalf of WESTPAC BANKING CORPORATION LIMITED by:

Signed by
Westpac Banking Corporation
By its Attorney/s:

In the presence of:

Maureen Margaret Harris

BANK OFFICER WESTPAC CHRISTCHURCH

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.

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M. W.

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

ł,	Caniella ! dumbas	
AND	Daniello Humbos Jason Noel Raxworthy	

, of Christchurch in New Zealand, Bank Officer , of Christchurch in New Zealand, Bank Officer

#### HEREBY CERTIFY .

 THAT by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1 BLENHEIM (Marlborough Registry) and there numbered 187102 CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1 DUNEDIN (Otago Registry) and there numbered 915888 GISBORNE (Poverty Bay Registry) and there numbered G.212187.1 HAMILTON (South Auckland Registry) and there numbered B.367046 HOKITIKA (Westland Registry) and there numbered 105721 INVERCARGILL (Southland Registry) and there numbered 244294.1 NAPIER (Hawkes Bay Registry) and there numbered 646199.1 NELSON (Nelson Registry) and there numbered 361557.1 NEW PLYMOUTH (Taranaki Registry) and there numbered 435551 WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.

- THAT at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
- THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Westpac Banking Corporation or otherwise.

Signed at Christchurch

and

Jason Noel Raxworthy

this 25 November 2003

Document Set ID: 6467055 Version: 1, Version Date: 20/03/2020 10

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101

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

## Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 6057313.3 Easement In: et General Land registration district Cpy-01/01,Pgs-004,25/06/04,13;26 OTAGO Grantor Surname(s) must be <u>underlined</u> or in CAPITALS. Charles Layton ROBERTS and Christine Jennifer ROBERTS Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA HOLDINGS LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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 Dated this day of SEPTEMBER003 Attestation Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name ANTRIOUS LUISNICK Occupation BANKER 28 mmu 25 Signature [common seal] of Grantor Address UELBUM, WECLINGSON Signed in my presence by the Grantee Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation

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

[Solicitor for] the Grantee

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

Address

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

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



⊨asement	instrument
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September 2003

Sch	ed	ral	۸

(Continue in addition

Purpose (nature and	Shown (n)	nnexure Schedule if required.)	
profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (identifier/CT or in gross)
Right of Way, Right to	Z		g.ousj
Transmit Electricity and Telecommunications and Right to Convey Water		Lot 10 DP 304819 CT OT 19124	Part Lot 1 DP 300535 CT OT 19127
Boomera			

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

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

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

# Covenant provisions

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

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

[Memorandum number

, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

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

IREF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

# Approved by Registrar-General of Land under No. 2002/5032

#### Annexure Schedule

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

Easement Instrument

11 September 2003

Page |

(Continue in additional Annexure Schedule, if required.)

#### **CONSENT**

THE NATIONAL BANK OF NEW ZEALAND as Mortgagee of the servient tenement pursuant to Mortgage 5376690.1 HEREBY CONSENTS to the within easements but without prejudice to its rights and remedies under the mortgage.

By its attorney

SIGNED by the National Bank of New Zealand Limited by its attorney in the presence of:

> PAULA BURKE BANK OFFICER **AUCKLAND**

COMPTESS CLAUDINE SIMONE HAMMOND igned byد The National Bank of New Zealand Ltd.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnes ses or

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

COMPTESS CLAUDINE SIMONE HAMMOND Manager Lending Services of Auckland in New Zealand HEREBY CERTIFY:

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

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

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

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

DATED at Auckland this day of

0 2 DEC 2003



### COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



# Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier 768581
Land Registration District Otago

**Date Issued** 

23 December 2016

**Prior References** 

561825	561826	561827
561828	561829	561830
561831	561832	680615

Estate

Fee Simple

Area

133.0473 hectares more or less

Legal Description Lot 3, 7-8 Deposited Plan 21223 and Lot

1-8, 10-12 Deposited Plan 446161 and Section 6, 8-9 Survey Office Plan 459975

Proprietors

Mt Cardrona Station Limited

#### **Interests**

Subject to Section 59 Land Act 1948 (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.7.1978 at 9:35 am (affects Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 formerly Lot 2 DP 324262 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 2 DP 324262 & Lot 3 DP 445633)

Appurtenant to Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975 is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 formerly Lot 2 DP 324262 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 2 DP 324262 & Lot 3 DP 445633)

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey water and transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 7 DP 21223, Lots 3-5 DP 446161, part Lots 2, 8 & 10 DP 446161 (formerly Lot 2 DP 324262) &

Transaction Id

Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 1 of 7 Register Only

Client Reference 3962

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part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right to convey and store water, a right to convey water and transmit electricity, a right to convey and pump water, a right to transmit electricity and a right to convey water created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant to part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 3 DP 445633) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Appurtenant to Lots 3 & 7-8 DP 21223, Lots 1-5 DP 446161, part Lots 6-8 DP 446161 (formerly Lot 2 DP 344432), Lots 10-12 DP 446161 & Sec 6 SO 459975 is a right of way and a right to convey water, electricity, gas, telecommunication and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant to Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am (affects Lots 3 & 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & part Sec 6 SO 459975)

Appurtenant to Lots 1-5 DP 446161, part Lots 8 & 10 DP 446161 (formerly Lot 2 DP 324262) & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 (formerly Lot 2 DP 324262 & Lot 3 DP 445633) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (affects part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm (affects Lots 3, 7-8 DP 21223, Lots 11-12 DP 446161, part Lot 10 DP 446161 formerly Lot 4 DP 344432 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm (affects Lots 3, 7-8 DP 21223, Lots 11-12 DP 446161, part Lot 10 DP 446161 formerly Lot 4 DP 344432 & part Lots 6 & 7 DP 446161 & part Sec 6 SO 459975 formerly Lot 3 DP 445633)

Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Subject to Section 241(2) Resource Management Act 1991 (affects Lots 3 & 7-8 DP 21223, Lots 10-12 DP 446161 & Sec 6 SO 459975)

9238838.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.12.2012 at 11:56 am (affects Lots 3, 7-8 DP 21223, Lots 1-8 & 10-12 DP 446161 & Sec 6 SO 459975)

Subject to a right of way, a right to drain sewage and water and a right to convey water, electricity, gas, telecommunications and computer media over part Lot 5 DP 446161 marked B and over part Lot 7 DP 446161 marked A & C, all on DP 446161 created by Easement Instrument 9238838.4 - 19.12.2012 at 11:56 am

Appurtenant to Lots 1-8 DP 446161 is a right of way, a right to drain sewage and water and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 9238838.4 - 19.12.2012 at 11:56 am

The easements created by Easement Instrument 9238838.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way (pedestrian access) (in gross) over part Lot 2 DP 446161 marked I, part Lot 4 DP 446161 marked H, part Lot 5 DP 446161 marked G, part Lot 8 DP 446161 marked E, part Lot 10 DP 446161 marked J, all on DP 446161 and over part Sec 6 SO 459975 marked J & K on SO 459975 in favour of the Queenstown Lakes

Transaction Id
Client Reference 3962

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Register Only

District Council created by Easement Instrument 9238838.5 - 19.12.2012 at 11:56 am

The easement created by Easement Instrument 9238838.5 is subject to Section 243(a) Resource Management Act 1991

Subject to Section 120(9) Public Works Act 1981 - 1.9.2014 at 7:00 am (affects Lots 3 & 7-8 DP 21223, Lots 10-12 DP 446161 & Sec's 6 & 8-9 SO 459975)

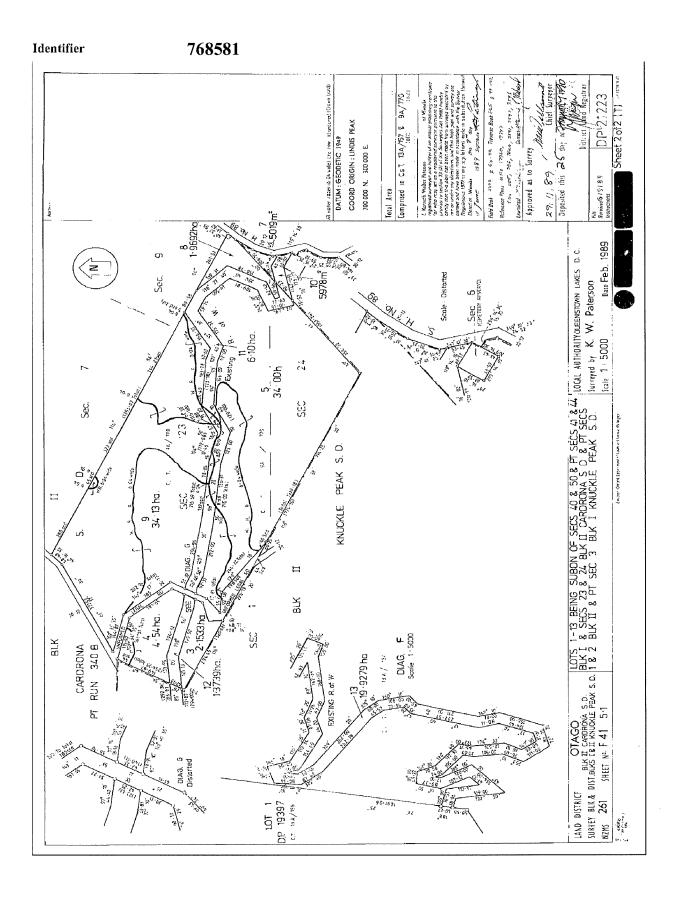
Subject to Part IVA Conservation Act 1987 (affects Sec 9 SO 459975)

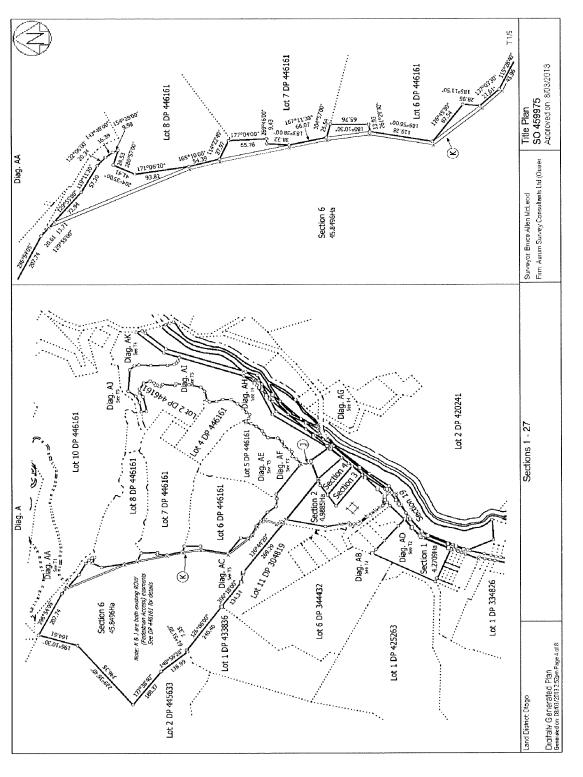
Subject to Section 11 Crown Minerals Act 1991 (affects Sec 9 SO 459975)

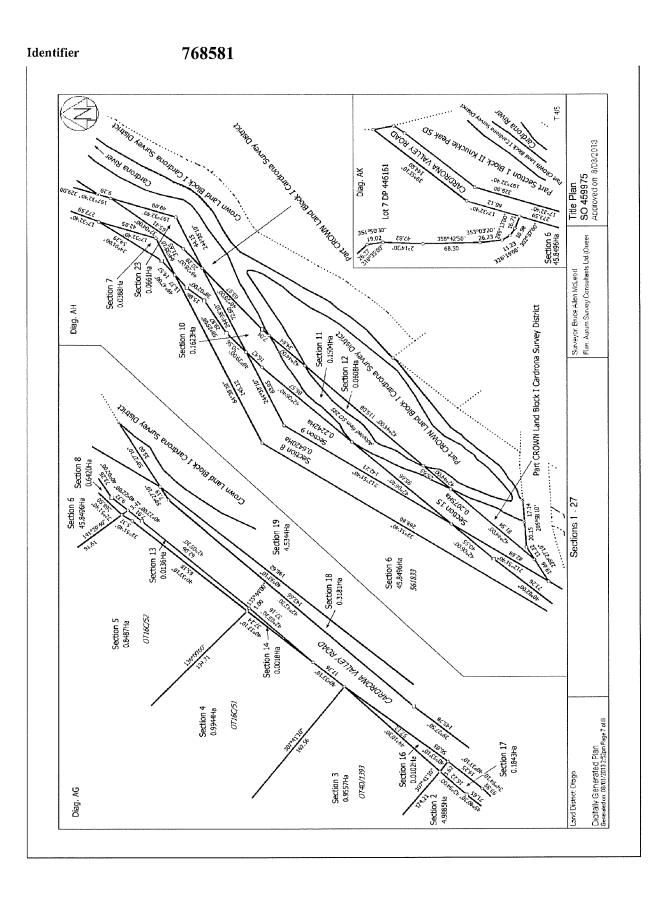
Transaction Id

Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 3 of 7 Register Only

Client Reference 3962









### COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



#### Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier

560896

Land Registration District Otago

**Date Issued** 

16 January 2012

**Prior References** 

426694

528558

**Estate** 

Fee Simple

Area

364.1685 hectares more or less

Legal Description Lot 5 Deposited Plan 344432 and Lot 1

Deposited Plan 445633

**Proprietors** 

Mt Cardrona Station Limited

#### Interests

Subject to Section 59 Land Act 1948

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 -20.7.1978 at 9.35 am (affects parts formerly contained in CT's 97945 & 142657)

Subject to a right to convey electricity over part Lot 1 DP 445633 marked E, G, B, H, Y and D on DP 445633 created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Appurtenant hereto is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Subject to a right to convey water over part Lot 1 DP 445633 marked a-b, b-c, c-d, d-e & e-f on DP 445633 specified in Easement Certificate 983113.3 - 11.2.2000 at 11:55 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am (affects parts formerly contained in CT's 97945 & 142657)

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Subject to a right of way, a right to transmit electricity and telecommunications and a right to convey water over part Lot 1 DP 445633 marked A, B, CC & F on DP 445633 created by Easement Instrument 6097426.5 - 30.7.2004 at

Appurtenant to Lot 5 DP 344432 and part Lot 1 DP 445633 formerly in CT 142657 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument

Transaction 1d

Guaranteed Search Copy Dated 17/03/17 12:32 pm, Page 1 of 18

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3962

Register Only

#### 560896

6097426.5 - 30.7.2004 at 9:00 am

Appurtenant to part Lot 1 DP 445633 formerly Lot 6 DP 407594 is a right of way created by Easement Instrument 6410003.4 - 6.5.2005 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am (Affects Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836)

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am (Affects Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836)

8100093.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 13.3.2009 at 9:00 am (Affects part Lot 1 DP 445633 formerly Lot 6 DP 407594)

Subject to a right (in gross) to convey electricity over part Lot 1 DP 445633 marked I, J, K, M and O and right to transform electricity over part marked I and J all on DP 445633 in favour of Aurora Energy Limited created by Easement Instrument 8100093.4 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.4 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Subject to a right (in gross) to convey gas over part Lot 1 DP 445633 marked I, J, K, L, M, N, O and P on DP 445633 in favour of Rockgas Limited created by Easement Instrument 8100093.5 - 13.3.2009 at 9:00 am

The easements created by Easement Instrument 8100093.5 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to convey water and appurtenant to part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way, right to convey electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.6 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Subject to a right of way over part Lot 1 DP 445633 marked I, J, K, L, M, N, O, P, Q and R and a right to convey water, electricity, gas, telecommunications and computer media over part Lot 1 DP 445633 marked I, J, K, L, M, N, O, P, Q, R, S, T, U, V and W all on DP 445633 created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Appurtenant to Lot 5 DP 344432 and part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Some of the easements created by Easement Instrument 8100093.7 are subject to Section 243 (a) Resource Management Act 1991 (See DP 407594)

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am

Appurtenant to Lot 5 DP 344432 & part Lot 1 DP 445633 formerly Lot 2 DP 433836 is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

Subject to a right of way and a right to convey water, telecommunications, computer media and electricity over part Lot 1 DP 445633 formerly Lot 2 DP 433836 marked A, B, CC, F, Z, G, C and D on DP 445633 created by Easement Instrument 8574798.5 - 29.9.2011 at 9:42 am

The easements created by Easement Instrument 8574798.5 are subject to Section 243(a) Resource Management Act 1991

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am (Affects part Lot 1 DP 445633 formerly Lot 2 DP 425263)

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm

Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm

Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DP 445633)

Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm

9112746.1 Encumbrance to Miners Rise Water Limited - 19.7.2012 at 5:24 pm (affects Part Lot 1 DP 445633

Transaction 1d

Guaranteed Search Copy Dated 17/03/17 12:32 pm, Page 2 of 18 Register Only

Client Reference 3962

Version: 1, Version Date: 20/03/2020

560896

formerly contained in Lot 6 DP 407594)

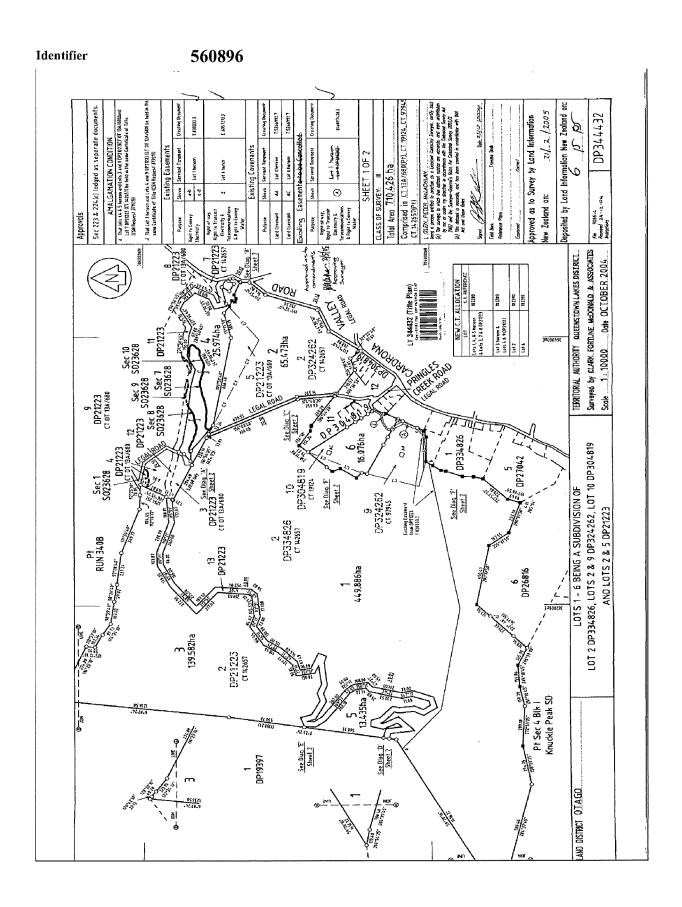
Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am

Subject to a right (in gross) to drain sewage over part Lot 1 DP 445633 over part marked I, J, K, L, M, N, O, P, Q and R on DP 445633 in favour of Queenstown Lakes District Council created by Easement Instrument 10552233.1 - 13.12.2016 at 5:05 pm

Transaction Id

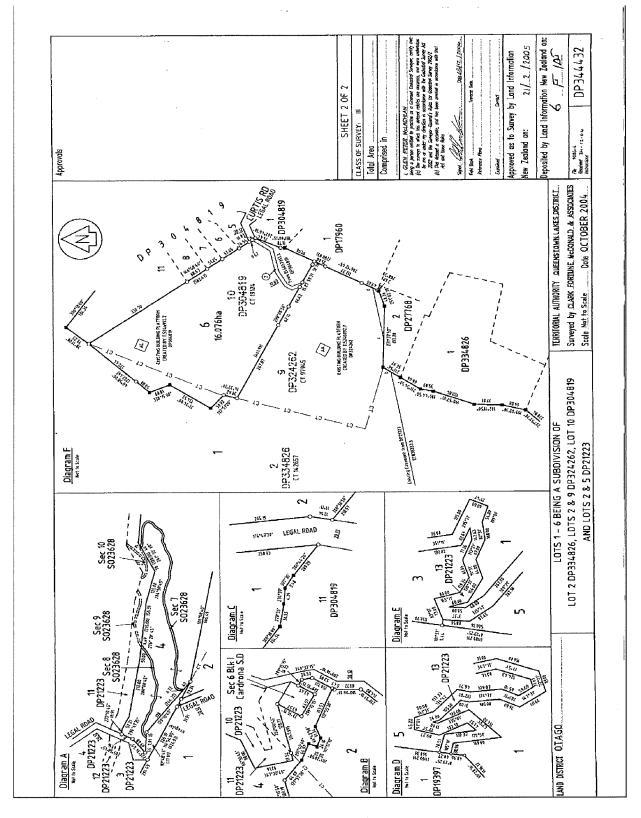
Client Reference 3962

Guaranteed Search Copy Dated 17/03/17 12:32 pm, Page 3 of 18 Register Only

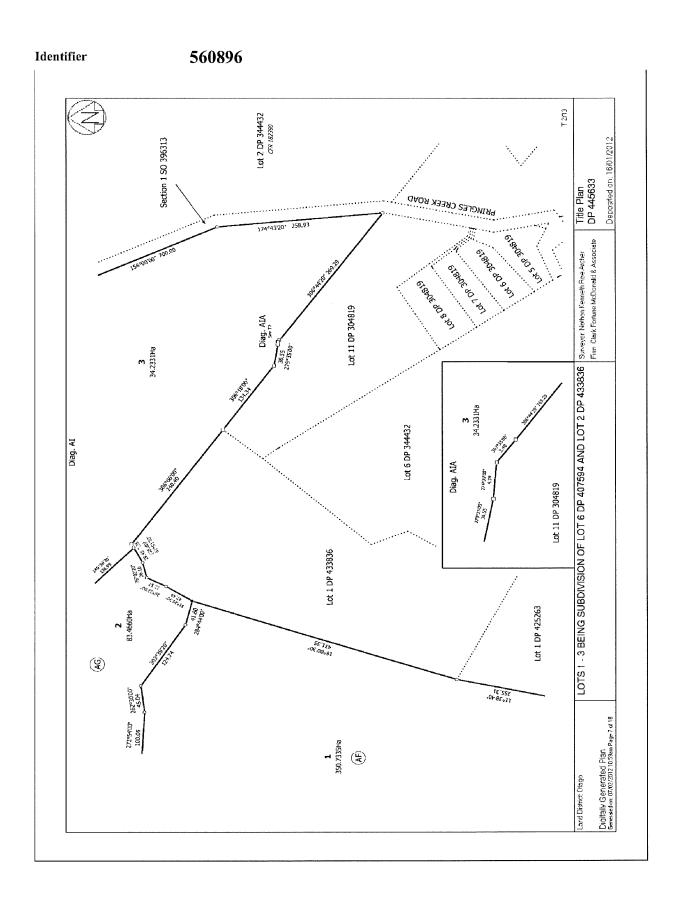


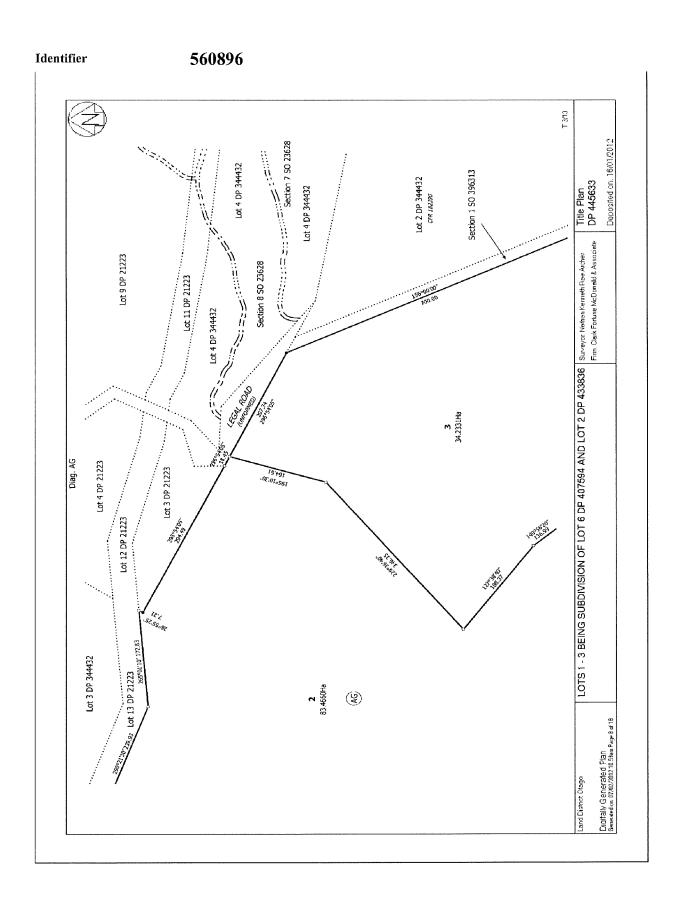


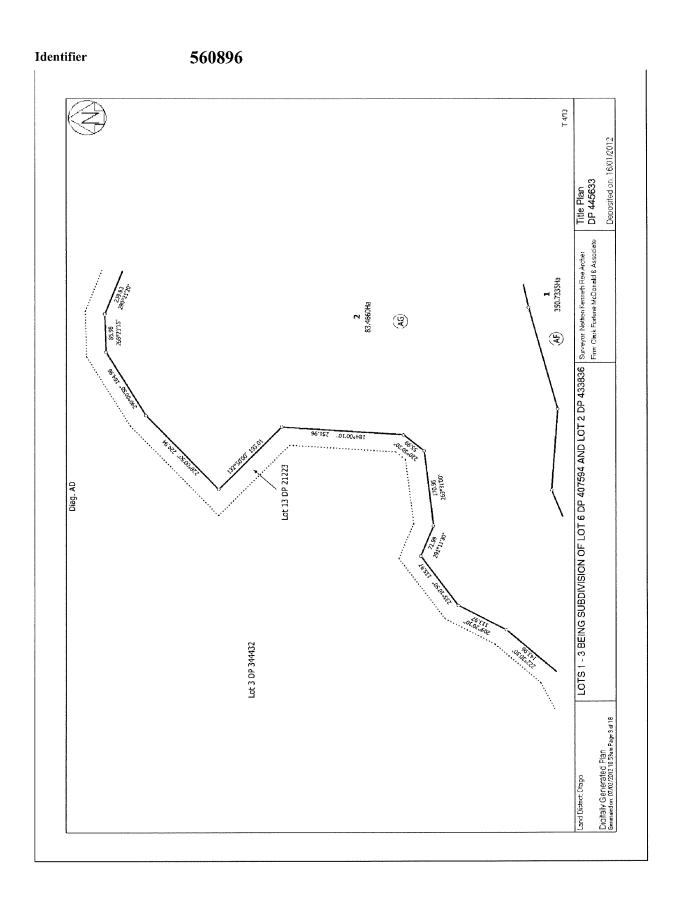
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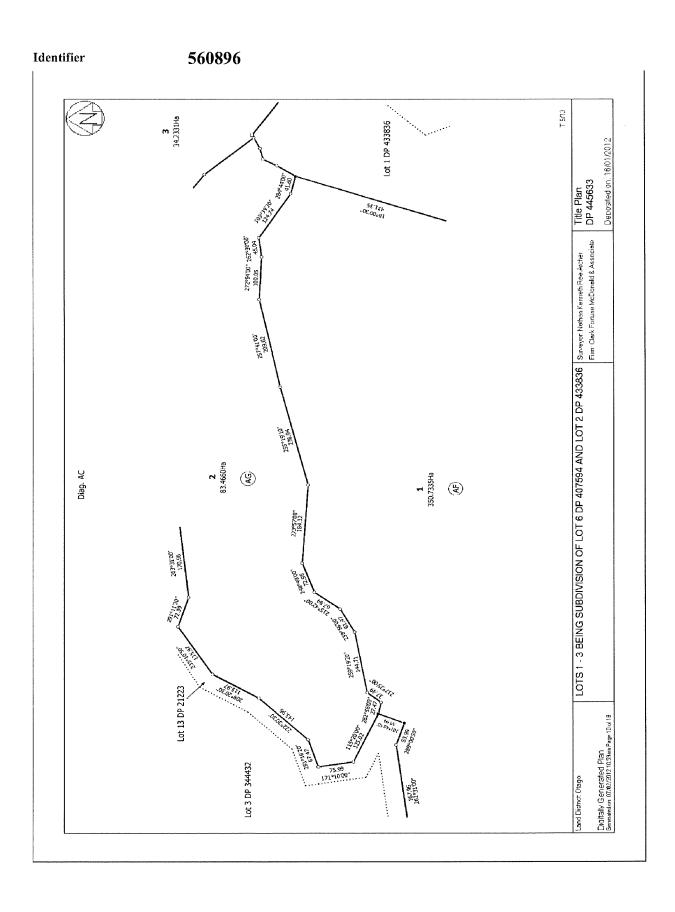


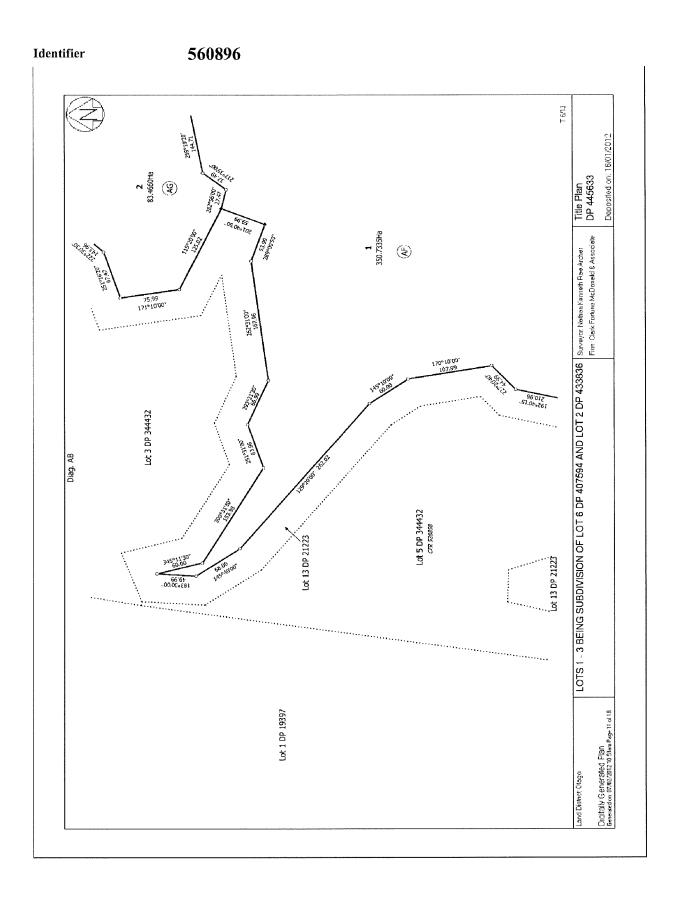
and District Otago

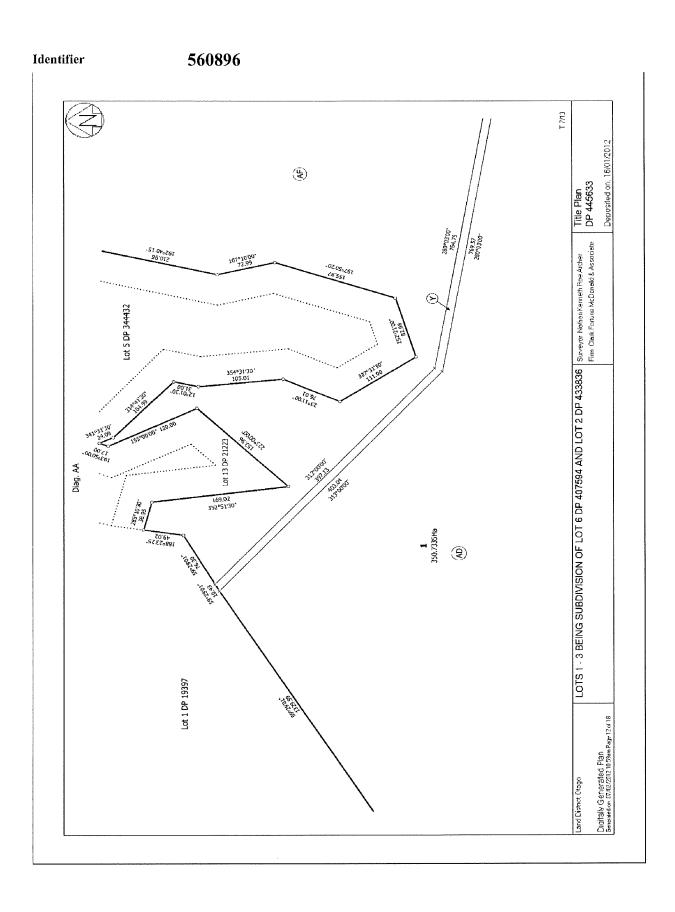


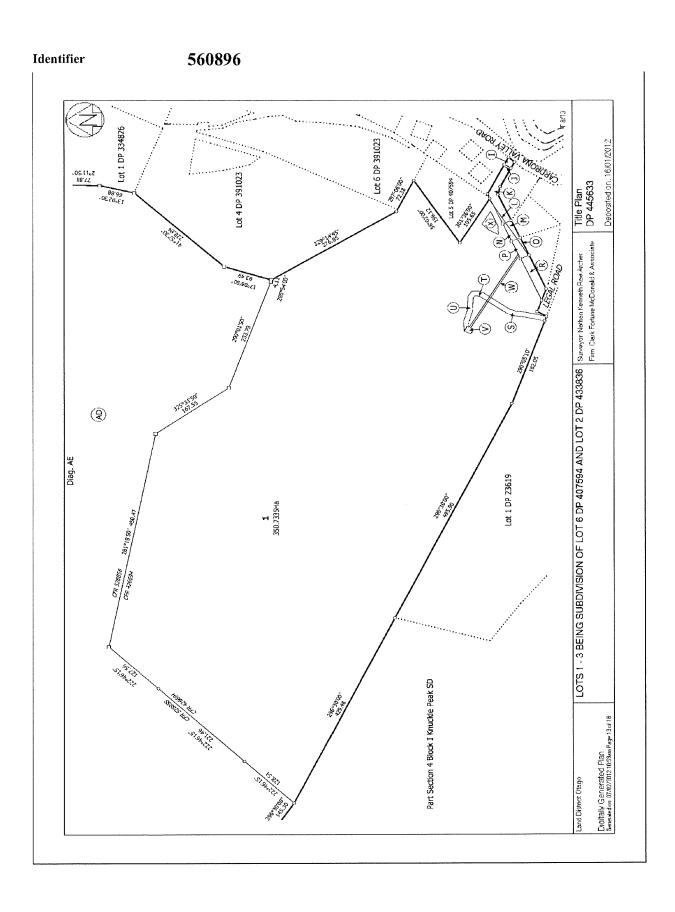


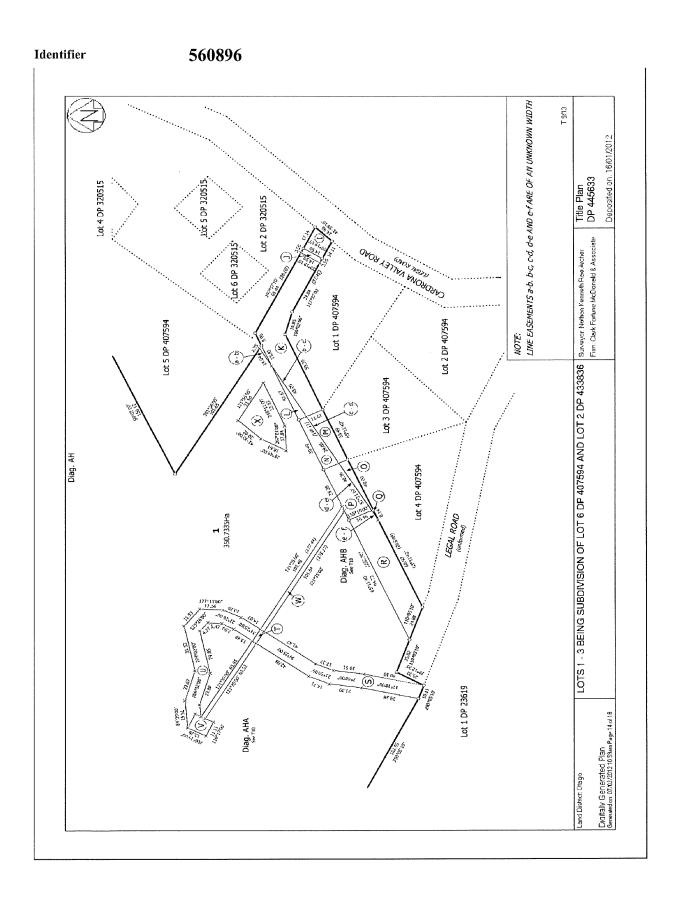


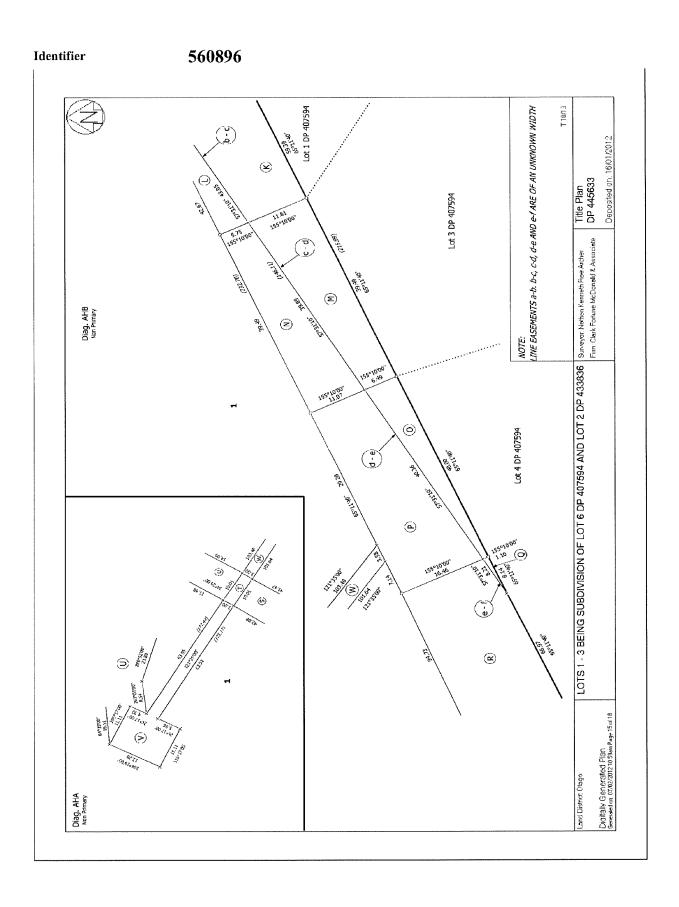


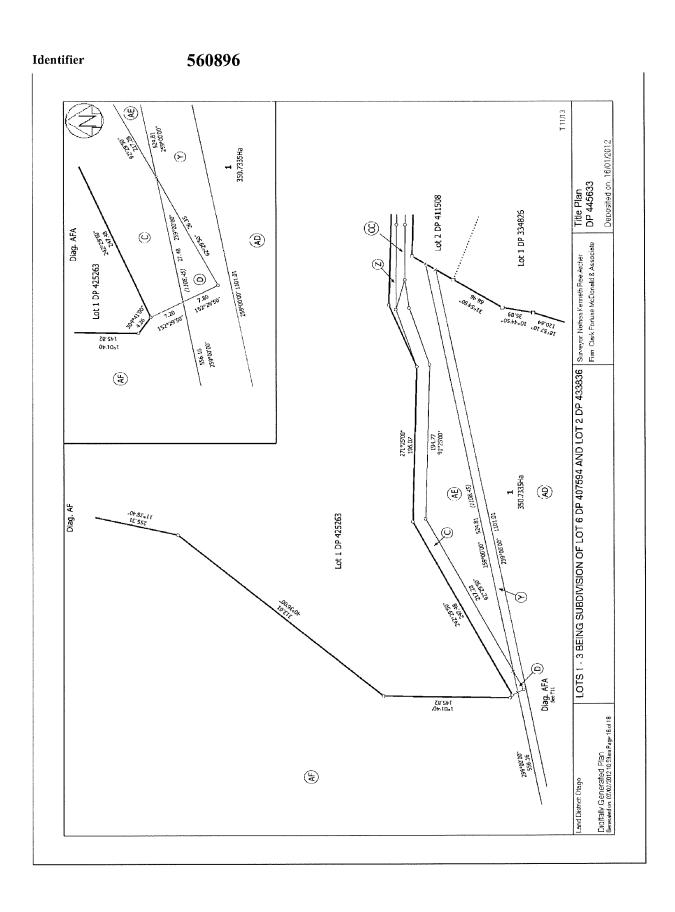


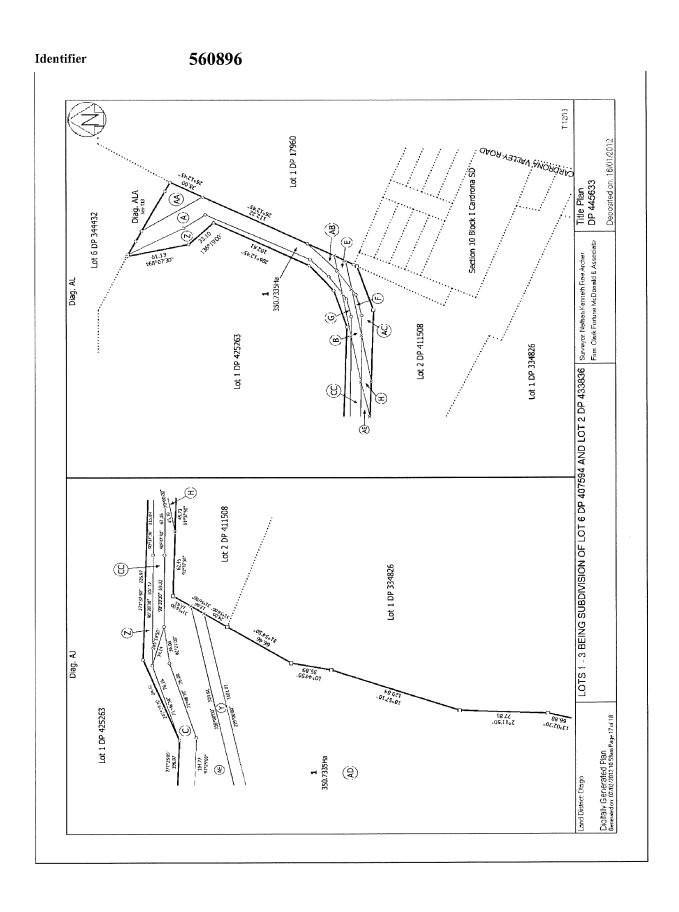


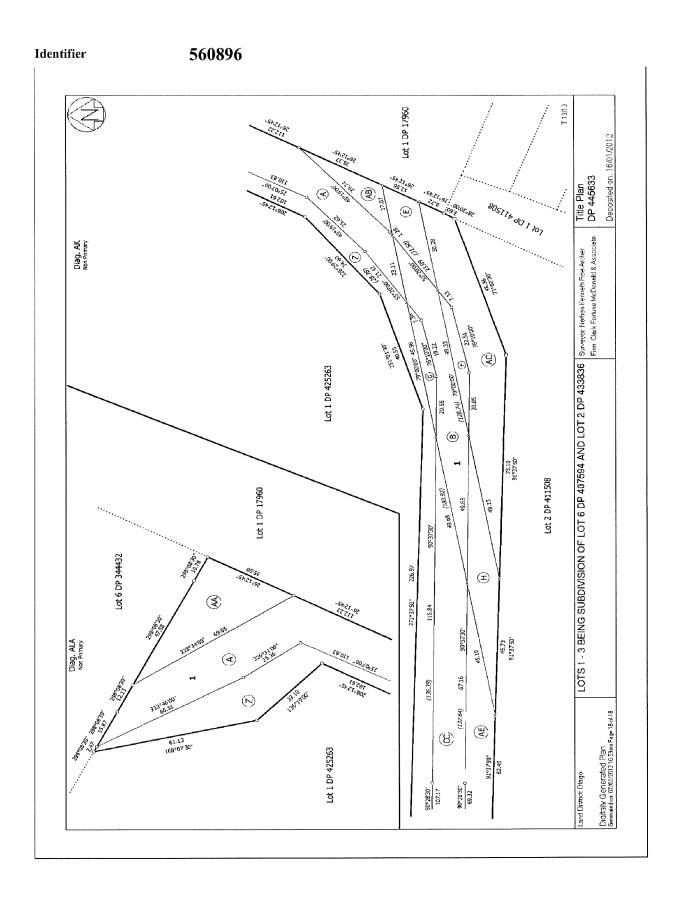














# COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



# Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier 560897 Land Registration District Otago

Date Issued 16 January 2012

### **Prior References**

528558

**Estate** Fee Simple

Area 83.4660 hectares more or less **Legal Description** Lot 2 Deposited Plan 445633

**Proprietors** 

Mt Cardrona Station Limited

#### **Interests**

Subject to Section 59 Land Act 1948

500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.7.1978 at 9.35 am

Appurtenant hereto is a right of way created by Transfer 838333.3 - 10.9.1993 at 10:33 am

Land Covenant in Transfer 5246992.7 - 11.6.2002 at 9:11 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.1 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.2 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.4 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am

Appurtenant hereto is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am

Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am

Land Covenant in Easement Instrument 8079074.1 - 20.2.2009 at 9:00 am

Land Covenant in Easement Instrument 8079074.2 - 20.2.2009 at 9:00 am

Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am

Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am

Land Covenant in Easement Instrument 8100093.8 - 13.3.2009 at 9:00 am

Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 8574798.3 - 29.9.2011 at 9:42 am

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am

Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

Transaction Id Client Reference Guaranteed Search Copy Dated 17/03/17 12:33 pm, Page 1 of 15 Register Only

Document Set ID: 6467055 Version: 1, Version Date: 20/03/2020

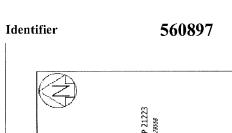
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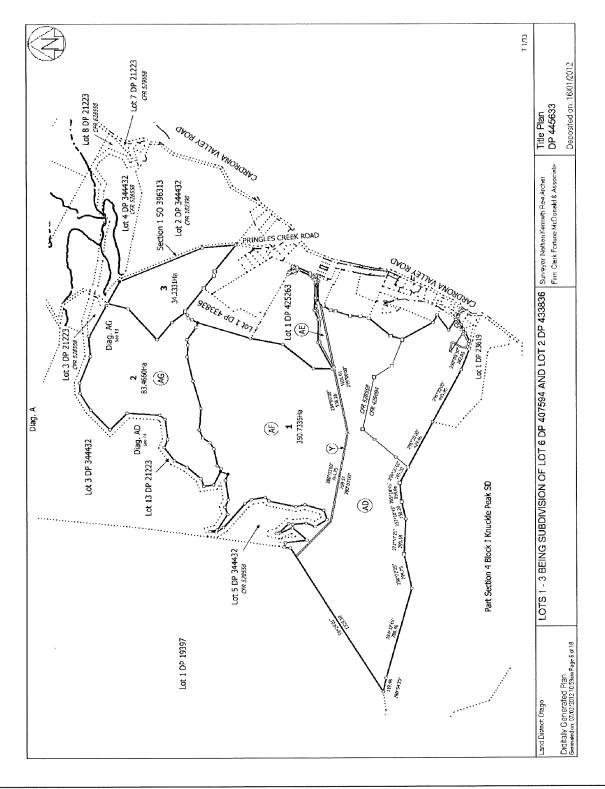
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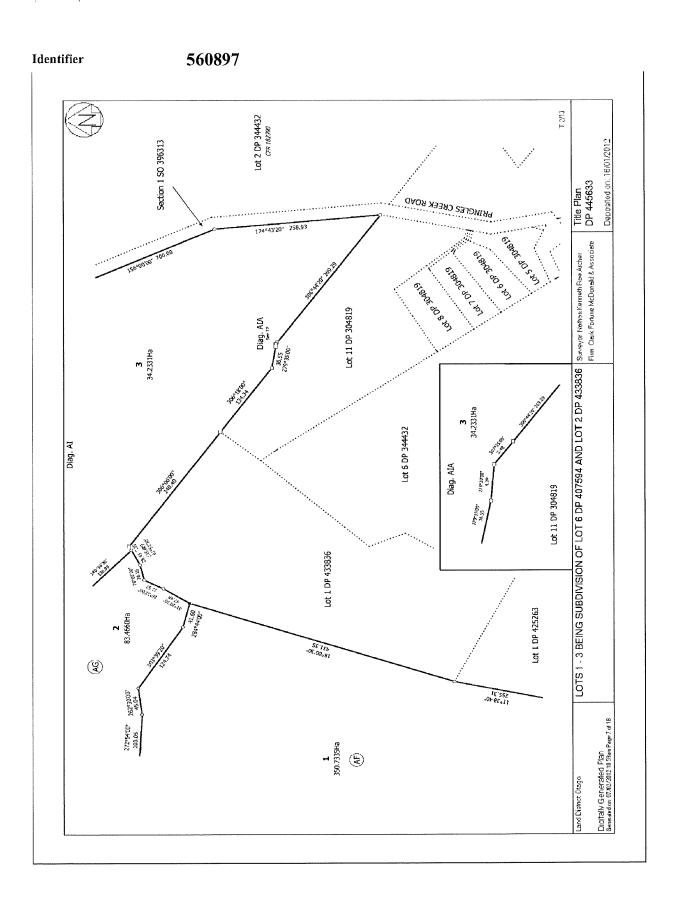
Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm
Land Covenant in Easement Instrument 8920006.10 - 21.11.2011 at 5:18 pm
Land Covenant in Easement Instrument 9011626.2 - 15.3.2012 at 1:58 pm
Land Covenant in Easement Instrument 9244805.2 - 26.11.2012 at 8:48 am

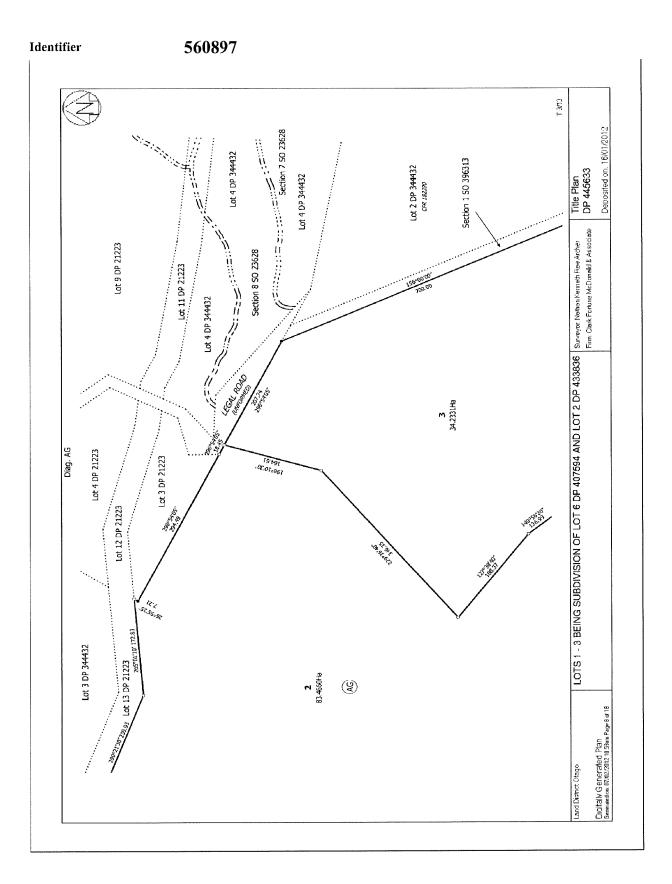
Transaction Id
Client Reference 3962

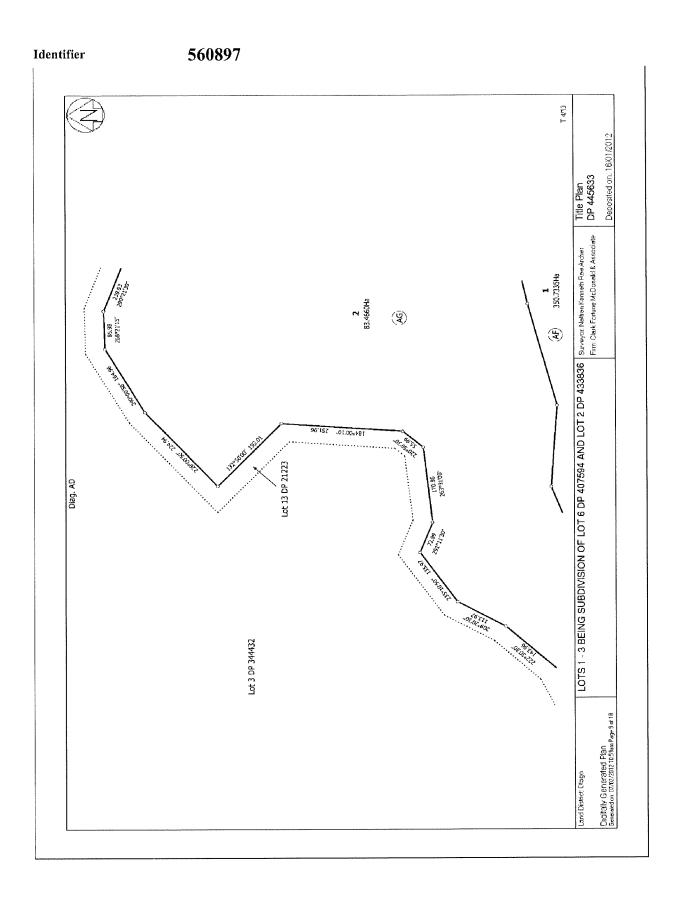
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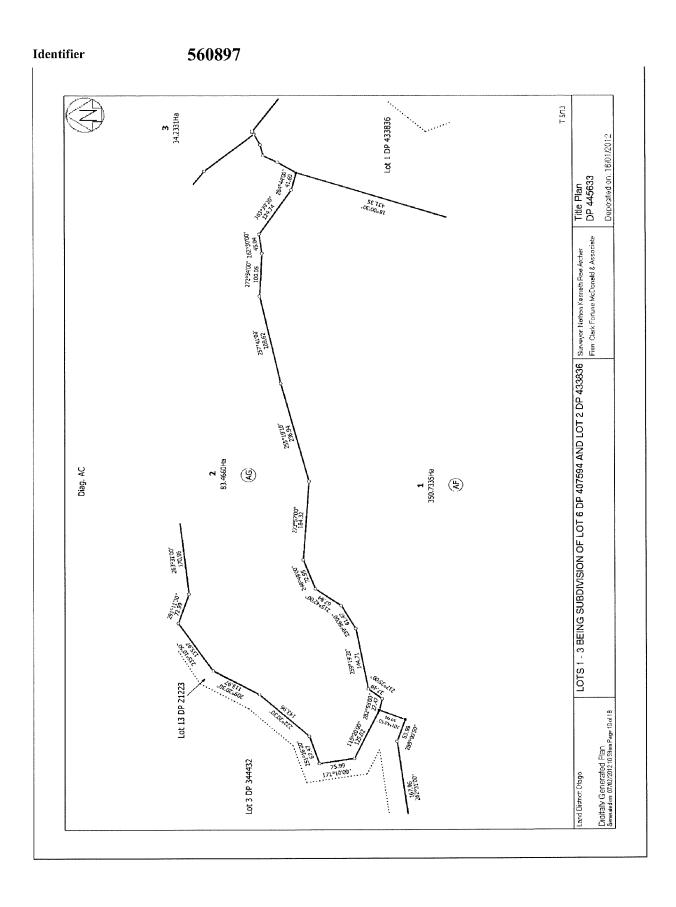




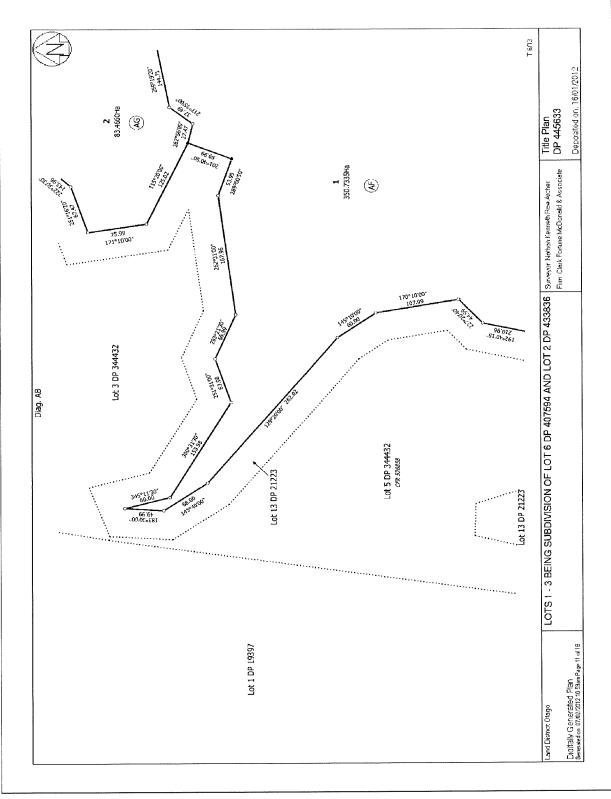


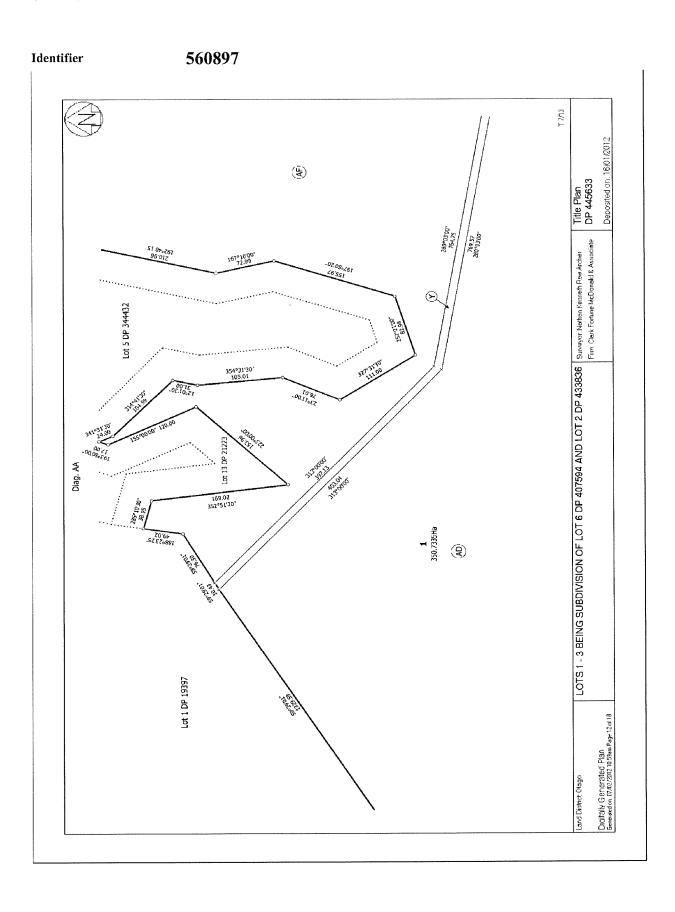


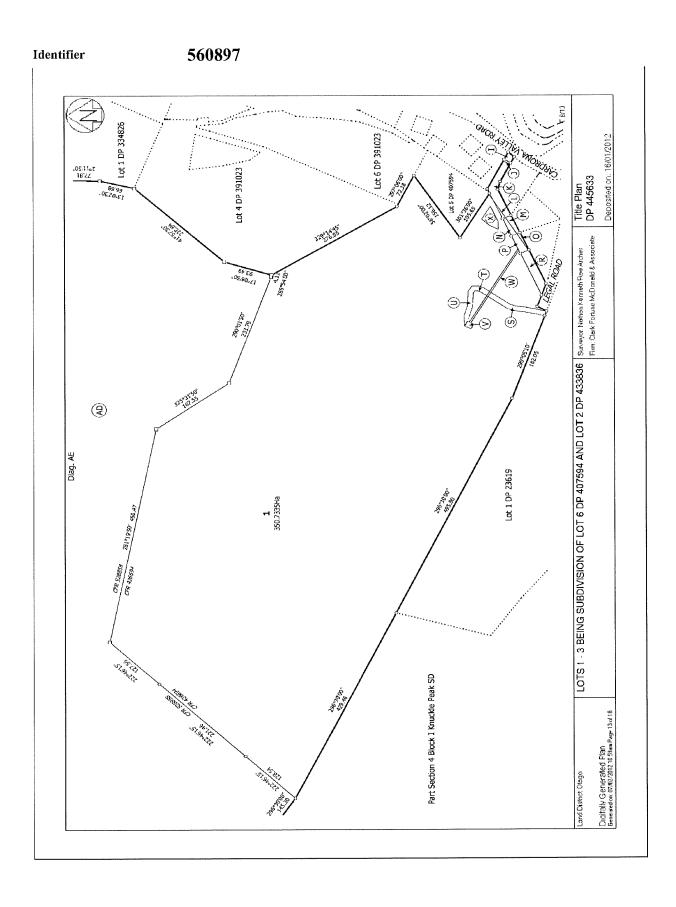


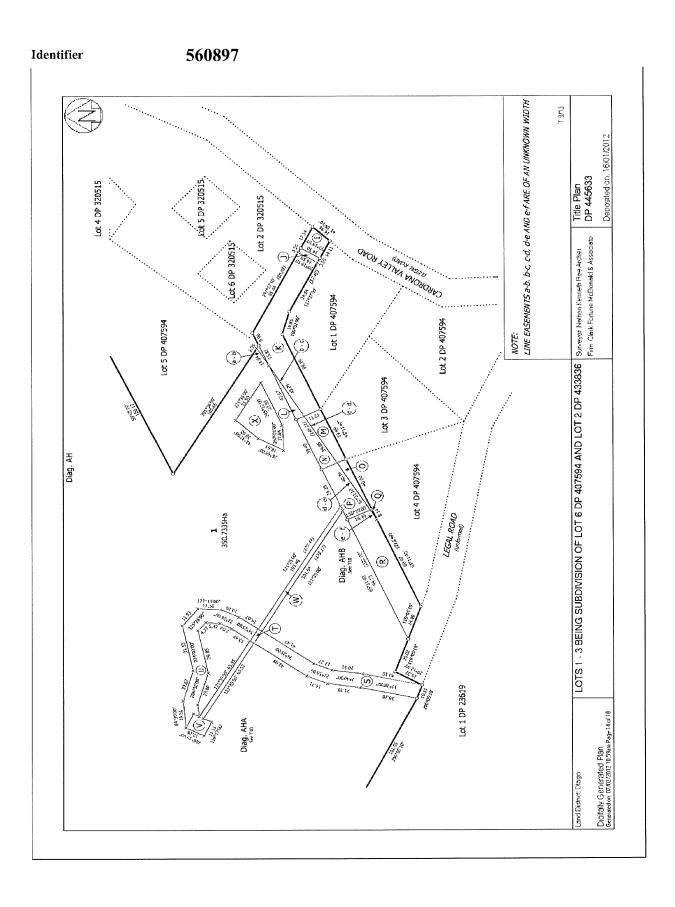


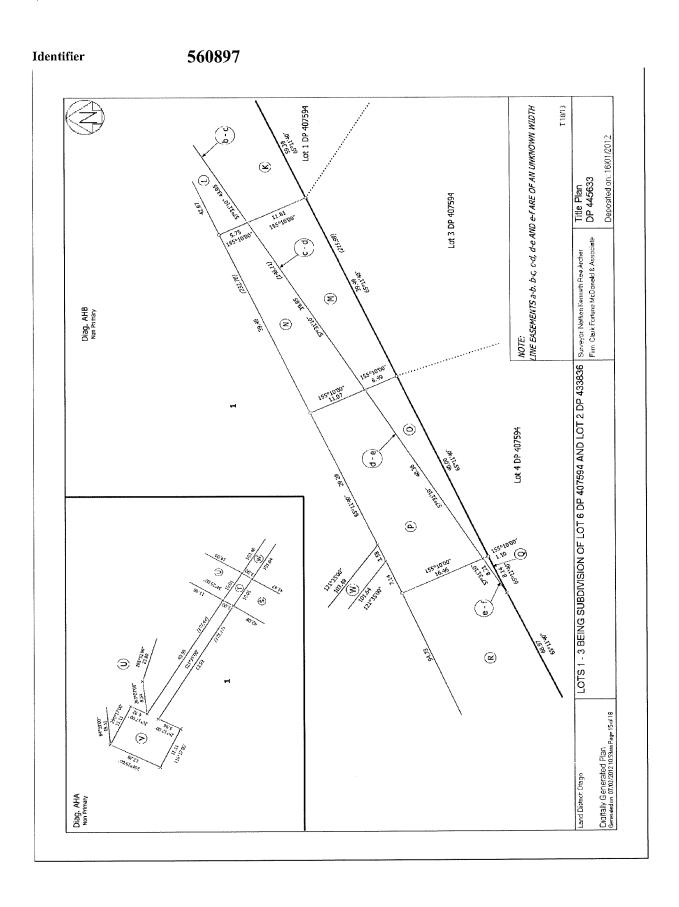


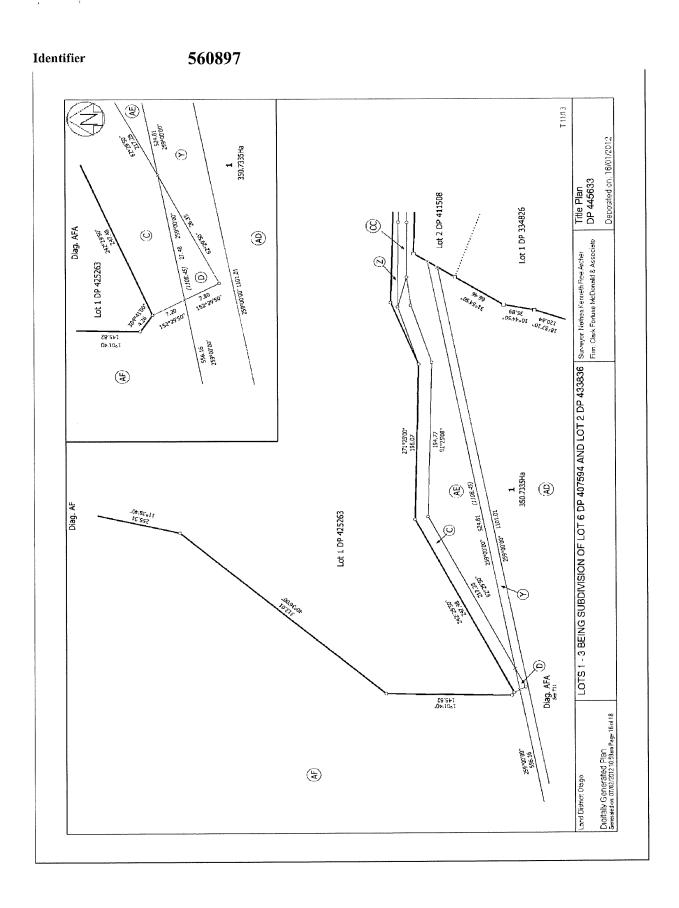


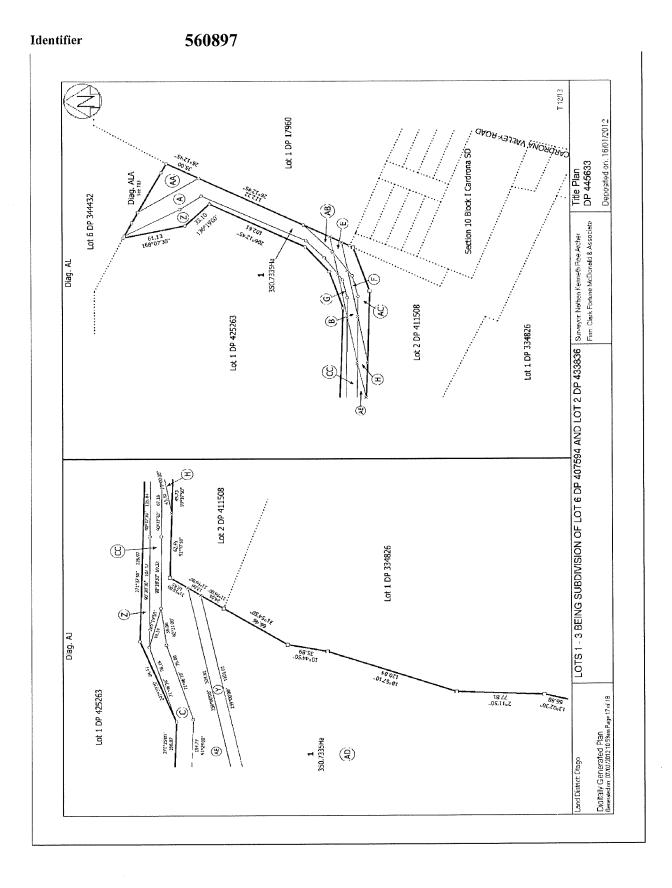












Section	Registrar-General of Land under No. 2002/6055  nt easement or <i>profit à prendre</i> , or create land covenant ons 90A and 90F, Land Transfer Act 1952 El 6057313.4 Easement In:
Land registration district OTAGO	Cpy - 01/01, Pgs - 002, 26/08/04, 13: 27  Approval (C) 2/6065EF (S)
Grantor	Octo 110508455
Richard Glen Smily HOLLINGSW	Surname(s) must be underlined or in CALLINGSWORTH
Grantee	
CARDRONA HOLDINGS LIMITI	Surname(s) must be <u>underlined</u> or in CAPITALS.
Grant* of easement or <i>profit à prendre</i>	or creation or covenant
The Grantor, being the registered prop	rietor of the servient tenement(s) set out in Schedule A, grants to the easement(s) or profit(s) à prendre set out in Schedule A, or creates A, with the rights and powers or provisions set out in the Annexure
Dated this Mar 2/5 day of 0	ct6bev 2003
Attestation	
* Handstalingensy	Signed in my presence by the Grantor  Signature of witness
Horny Startes	Witness to complete in BLOCK letters (unless legibly printed) Witness name CHRISTOPHER WYNDHAM BRIGHT ACOMMISSIONER FOR TAKING AFFIDAVITS IN THE SUPPLY COURT OF COURT OF COURT
Signature [common seal] of Grantor	Address 13/70 Albert Road, South Melbonne Vic 3205
John Director	Signed in my presence by the Grantee
John Director  M. H. Kee  Director	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name
Signature [common seal] of Grantee	Occupation Address

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

Ywaeda and
[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY



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	Annexur	e Schedule 1	Approval a2/8055EF
Easement instrument	Dated 21 oct	10ber 2003	Page 1 of 1 page
Schedule A		(Continue in additional	
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Annexure Schedule if requine Dominant tenement (Identifier/CT or in gross
Right to Convey Water	S I, G, F Deposited Plan 304819	Lot 5 Deposited Plan 304819 CT OT 19120	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127
	ng dittons) below, the rights and powe nsfer Regulations 2002 and/o	Continue in additional A required.  rs Implied in specific class or the Ninth Schedule of the	ses of easement are those
Memerandum-number	ere are [varied] [negatived]		
he provisiene set out in An	nexuro Schedulo 2].	d under section 155A of the	e Land Fransfer Act 1952].
venant provisions ete phrases in [ ] and inser ntinue in additional Annexur	t memorandum number as ri e Schedule if required.	equired.	V
	e specified covenants are th	ose set out in:	
lemorandum number		under section 155A of the	and Transfer Assess
nnexure Schedule 2].		3331011 1007 01 1/18	r Land Transfer Act 1952]
All at a t			
All signing parties ar	nd either their witnesses or	r solicitors must sign as	

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952. El 6097426.1 Easement In:

Land registration district	(2) Approval (5) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
OTAGO	TANTS - TY
Grantor	Surname(s) musi Co and Color 110520753
Toni Judith RASMUSSEN and Ian D	avid LESLIE
Grantee	Surname(s) must be underlined or In CAPITALS.
CARDRONA HOLDINGS LIMITED	•
Grant* of easement or <i>profit à prendre</i> or	
Granton (and if so stated in aross) the P	etor of the servient tenement(s) set out in Schedule A, grants to the easement(s) or profit(s) à prendre set out in Schedule A, or creates with the rights and powers or provisions set out in the Annexure
Dated this 11th day of J	19 2003/
Attestation	
DOMBOLM.	Signed in my presence by the Grantor
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Lekolie	Occupation ADMINISTRATION OFFICER
Signature [common seal] of Grantor	Address 11 MCKNLTU CRES
Tolia hes	Signed in my presence by the Grantee
John The Director	Signature of witness
M. H. Lee Director.	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Director.	Occupation
Signature [common seal] of Grantee	Address
Certified correct for the purposes of the L	and Transfer Act 1952.
	Macdonal.
	[Solicitor for] the Grantee
*If the consent of any person is required for the REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY	e grant, the specified consent form must be used.

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



Easement instrument	Dated /1 ////	2004 Pa	ge 1 of 2 pages
Schedule A	<u>-</u>	(Continue in additional And	nexure Schedule if required.)
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey and Store Water	O on DP304819	Lot 11 Deposited Plan 304819 CT OT 19125	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223
Right to Convey and Transmit Electricity	Q on DP304819 JM		CT OT 19127
Right to Convey and Pump Water, Right to	R on DP 304819		Plan 307005 and Lot 2 and 7 DP21223 CT OT 19127
Transmit Electricity  Right to Convey Water	P on DP304819		Ju Ju
	<i>J</i> v	Delete phrases in [ ] a	nd insert memorandum
Easements or <i>profits à p</i> rights and powers (include terms, covenants, and co	ding onditions)	number as required. Continue in additional required.	
Unless otherwise provid	led below, the rights and po Transfer Regulations 2002 a	<del>-</del> · ·	sses of easement are those the Property Law Act 1952.
j	owers are [varied] [negativ	ed] [added to] or [substitu	ted] by: the Land Transfer Act 1952].
[Memorandum number		stered drider seemen version	
[the provisions set out it	n Annexure Schedule 2].		
Continue in additional An	insert memorandum numbe nexure Schedule if required.		
The provisions applying	g to the specified covenants	are those set out in:	
[Memorandum number	, regi	stered under section 155A o	f the Land Transfer Act 1952]
[Annexure Schedule 2]	<b>]</b> .		

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

## Annexure Schedule

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

		ł
Easement	Instrument	Dat

ted

1 2 JUL 2004

Page

Pages

-Leslie

(Continue in additional Annexure Schedule, if required.)

71100815 >

### CONSENT

ASB BANK LIMITED as Mortgagee of the servient tenement pursuant to Mortgage 5327709.5 **HEREBY CONSENTS** to the within easements.

SIGNED for and on behalf of **ASB BANK LIMITED** by:

> SIGNED by ASB BANK withour prejudice to the rights and powers existing

HNUA ANNE WATERS

under the interest of the Consentor

MINA PATEL

in the presence of Witness: AUCKLAND Bank Officer.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

# ASB BANK LIMITED CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Brenda Anne Waters of Auckland, New Zealand, hereby certify:

1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Manager Evening Processing Team
Manager BankDirect
Chief Manager Lending Services
Manager Debt Assessment and Recoveries
Manager Business Credit

- THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
- THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

--

BRENDA ANNE WATERS

SIGNED at Auckland this

day of

12 JUL 2004

200

iV)

ess Fees paid on Dealing #

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- A)

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952, El 6097426.5 Easement

Land	reg	istration	district
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OTAGO

Approval La CO2/6055EF



Grantor

Surname(s) must be underlined or in CAPITALS.

CARDRONA HOLDINGS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

CARDRONA HOLDINGS LIMITED

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

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

Dated this 15 day of December 2003

Attestation

Kee

Signed in my presence by the Grantor

J. Maederaud

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Jayne Elizabeth Macdonald

Solicitor

Address

Queenstown

Signature [common seal] of Grantor

 $\mathcal{I}_{\mathcal{M}}$ 

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Jayne Elizabeth Macdonald

Solicitor

Signature [common seal] of Grantee

Address

Queenstown

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

[Solicitor for] the Grante

[Solicitor for] the Granter

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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



Encomon*	instrument
Casement	III SIII III III EIII

Dated 15 December 2003

Page 1 of

pages

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20	ne	O.	ш	e,	А

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way, Right to Transmit Electricity and Telecommunications and Right to Convey Water	A on DP324262	Lot 9 hereon CT OT 97945	Lot 1 hereon CT OT 97943

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 prescribed by the Land Transfer Regulations	s and powers implied in specific classes of easement are those 2002 and/or the Ninth Schedule of the Property Law Act 1952.
The implied rights and powers are [varied] [	negatived] [added to] or [substituted] by:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952].
The provisions set out in Annexure Schedule	· 21.

#### Covenant provisions

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

The provisions applying to the spe	cified covenants are those set out in:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
[Annexure Schedule 2].	

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

#### Annexure Schedule

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

Easement

Dated



(Continue in additional Annexure Schedule, if required.)

FIFE BANK OF NEW ZEALAND as Mortgagee of the servient tenement pursuant to Mortgage 5653543.1 HEREBY CONSENTS to the within easements but without prejudice to its rights and remedies under the mortgage.

SIGNED by BANK OF NEW ZEALAND by:

> SIGNED for and on behalf of BANK OF NEW ZEALAND

by its Attorneys:

Targaret Jane Aston....

Man Thomas Simpson...

In the presence of:

Noel Ronald Letford Witness:

Occupation: Bank Officer

Address: Auckland

BANK OF NEW ZEALAND by its Attorneys;

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Margaret Jane Aston and Alan Thomas Simpson both of Auckland, Bank Officers, severally certify that:

- By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
- Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

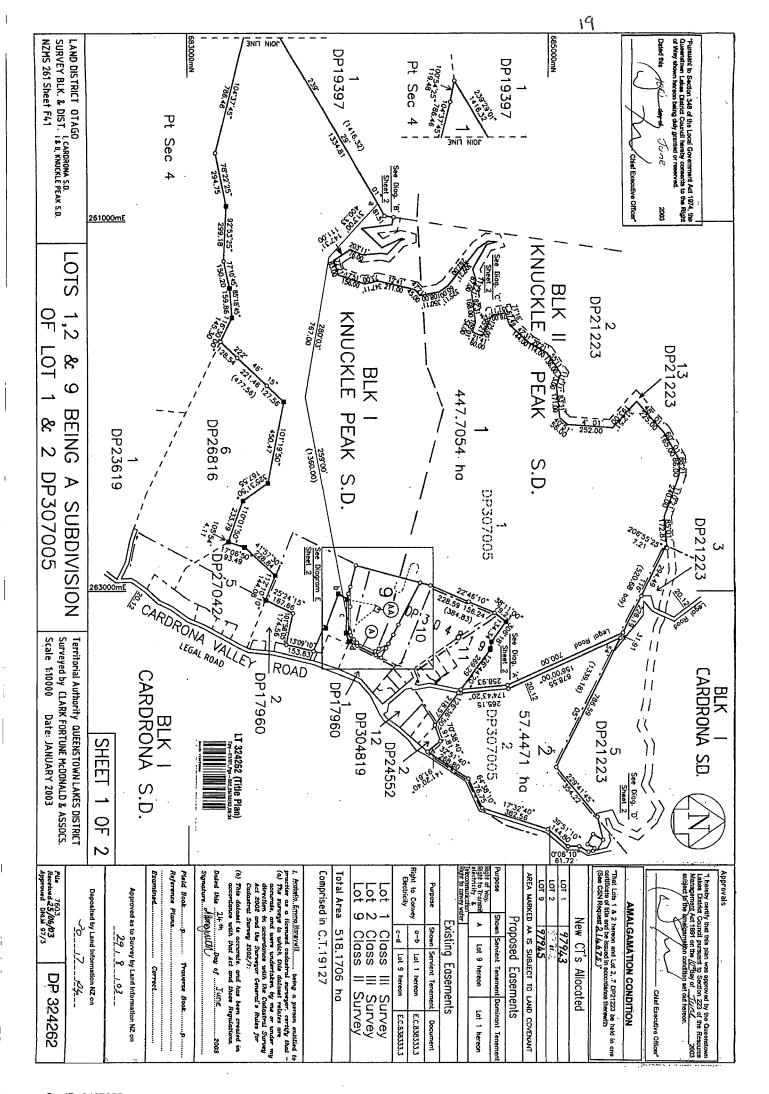
- We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
- 4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

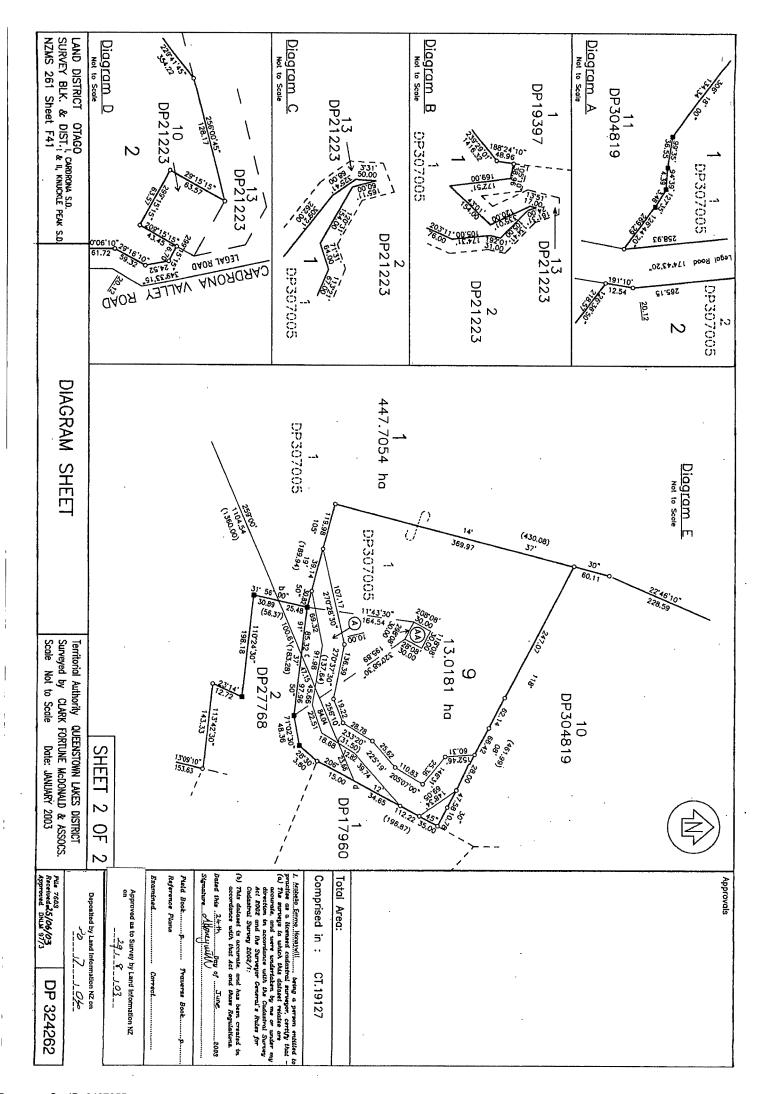
SIGNED at Auckland this 15th day of December 2003

Margaret Jane Aston

SIGNED at Auckland this 15th day of December 2003

Alan Thomas Simpson





<u>...</u>

,		
1		

<u>...</u>

<u>=</u>

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

Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 1952, El 6378833.1 Easement Approval C

Grantor	Surname(s) must be <u>underlined</u> or in CAPITALS.
Charles Layton ROBERTS and Chris	stine Jennifer ROBERTS
Grantee	Surname(s) must be <u>underlined</u> or in CAPITALS.
AURORA ENERGY LIMITED	
Grant* of easement or profit à prendre or	creation or covenant
Grantee (and, if so stated, in gross) the e	tor of the servient tenement(s) set out in Schedule A, grants to the assement(s) or profit(s) à prendre set out in Schedule A, or creates with the rights and powers or provisions set out in the Annexure
Dated this 29 <sup>th</sup> day of M	grah 200/15
Attestation	19,
	Signed in my presence by the Grantor
Moberts.	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  COCINS  Occupation  BANKER
Signature common seal] of Grantor	Address 20 MT PLEASANT RO ALO VALLEY.
AURORA ENERGY LIMITED by its Attorney	Signed in my presence by the Grantee
Stephen McCaughan Wilson	Signature of witness
· ().	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Shille	Occupation Margaret Anne Latimer Personal Assistant
Signature [common seal] of Grantee	Address Dunedin
Certified correct for the purposes of the Lar	nd Transfer Act 1952.
	[Solicitor, for] the Grantee
If the consent of any person is required for the gr	
REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY	Ref Code: 203625.172

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

Land registration district

OTAGO

Grantor

# **Annexure Schedule 1**

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Easement instrument	Dated 29 Man	rd 2005 P	age 1 of As pages
Schedule A		(Continue in additional An	nexure Schedule if required.)
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to Convey Electricity	"Z" on Deposited Plan 304819	19124	in gross
•			
Easements or <i>profits à pr</i> rights and powers (includerms, covenants, and co	iing	Delete phrases in [ ] an number as required. Continue in additional A required.	
prescribed by the Land T All rights and power	ed below, the rights and pow ransfer Regulations 2002 and ers and owers are [varied] [negative	d/or the Ninth Schedule of the and	e Property Law Act 1952.
-{Memorandum number- (the provisions set out in	_	<del>red under section 155A of th</del>	e Land Transfor Act 1952].
Covenant provisions Delete phrases in [ ] and in Continue in additional Anne	nsert memorandum number a exure Schedule if required.	s required.	
The provisions applying t	to the specified covenants are	e those set out in:	
[Memorandum number [Annexure Schedulo 2].	, reaiste	red ander section 155A of th	e Land Transfer Act 1952]
			. 1
All signing partie	es and either their witnesse	es or solicitors must/sign o	r Initial in this box

REF: 7003 -- AUCKLAND DISTRICT LAW SOCIETY

### **Annexure Schedule**

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

Easement	Dated	29 March	2005	Page
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(Continue in additional Annexure Schedule, if required.)

### Annexure Schedule 2

CONTINUATION OF "EASEMENTS OR PROFITS À PRENDRE RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)"

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:-

To convey electricity under and through the soil of that part of the land in Certificate of Title 19124 marked "Z" on Deposited Plan 304819 (hereinafter referred to as "the electricity cable easement").

(the said Certificate of Title 19124 is hereinafter referred to as "the servient land").

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY

### **ELECTRICITY CABLE EASEMENT**

### The Grantee shall have the right

- To lead and convey electricity and electric impulses without interruption or impediment (a) (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes and ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easement.
- To lay, place, inspect, repair, maintain, renew, upgrade and replace on and under the (b) electricity cable easement such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said conduits, cables, pipes and ancillary equipment.
- For the Grantee its servants, agents, workmen and contractors to enter and remain on (c) such part or parts of the servient land as may be necessary to secure access to the electricity cable easement and the said conduits, cables, pipes and ancillary equipment and on such parts of the servient land as may be necessary for the purpose of laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said conduits, cables, pipes and ancillary equipment together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the servient land as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

#### 1. The Grantor covenants with the Grantee

Not to place any building or plant any tree or shrub on the electricity cable easement (a) without the prior written consent of the Grantee.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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### Annexure Schedule

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

mortgage , Transfer , "Leas	se" etc
Easement	Dated 28 Novela 2
	Daten I // // /////////////////////////////

Page 3 of

Pages

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(Continue in additional Annexure Schedule, if required.)

- (b) To take all reasonable steps to ensure that their tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said conduits, cables, pipes and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or their tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (c) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.
- 2. The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall
  - (a) Cause as little damage as possible to the servient land and the occupiers of the servient land;
  - (b) Restore the servient land as near as reasonably possible to its previous condition;
  - (c) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
  - (d) Not except while work is being carried on upon the servient land leave any rubbish or debris or obstruction.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

### Annexure Schedule

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"Mortgage",	"Transfor"	(4)1	-4-
Jinguye ,	iidiisiei ,	Lease	ecc

Easement

Dated 29 March 2005

Page 4 o

1 25 Page:

(Continue in additional Annexure Schedule, if required.)

ANZ NATIONAL BANK LIMITED as Mortgagee under Mortgage No 5376690.1 hereby consents to the registration of the within easement.

**DATED** this

day of 0 3 FEB 2005

2004

ANZ National Bank Limited

RIZWAAN IFTIKAR KHAN

KERRY LEE DYER BANK OFFICER AUCKLAND

It is certified that on 26 Issue 2004 The National Bank of How Zeoland Limited was amalgamented with ANZ Banking Group (New Zeoland)
Limited to become ANZ National Bank
Limited and that the mortgage has become the property of ANZ Mational Bank Limited fast the amalgamented company) under Part XIII of the Companys ANJ 1993.

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.

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

=

- I, Rizwaan Iftikar Khan Manager Lending Services of Auckland in New Zealand certifies that:
- 1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

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

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

- On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being deaft with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services
  Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
- At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**DATED** at Auckland this

day of 0 3 FEB 2005

2005

Rizwaan Iftikar Khan

THE NATIONAL BANK OF NEW ZEALAND, PART OF ANZ NATIONAL BANK LIMITED

## **Annexure Schedule**

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



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Dated 29

Page | 5

(Continue in additional Annexure Schedule, if required.)

# C ERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON of Dunedin Corporate Services Manager hereby certify -
  - That by Deed dated 26 November 2003 AURORA ENERGY LIMITED 1. having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
  - That at the date hereof I have not received any notice or information of 2. the revocation of that appointment.
  - That a copy of the said Deed was deposited in the office of Land 3. Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

SIGNED at Dunedin this

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Land Information New Zealand Lodgement Form Priority Order ASSOCIATED FIRM: Uplifting Box Number: 9 Landonline User iD: GST Registered Number 17-022-895 S 4 ω 2 Client Code / Ref: LODGING FIRM: Macalister Todd Phillips Bodkins LINZ Form P005 - PDF Fees Receipt and Tax Invoice 19124 LiNZ Form P005 Address: CT Ref: Type of Instrument Ͳ 326266.12 - JEM macalistertpbqu P O Box 653 Queenstown SPHJ 83 Original Signatures C Roberts / Aurora Energy Ltd Names of Parties Annotations (LINZ use only) DOCUMENT OR SURVEY FEES Traverse Sheets (#) Calc Sheets (#) Field Notes (#) Survey Report Survey Plan (#) Title Plan (#) HEREWITH 50.00 Other (state) MULTI-TITLE FEES Plan Number Pre-Allocated or to be Deposited; Rejected Dealing Number: Dealing /SUD Number: (LINZ Use only) Pricetty Bercode/Date Stamp (LINZ use only) NOTICES ADVERTISING Less Fees paid on Dealing # NEW TITLES Cast/Cheque enclosed for OTHER FOR DEPOSIT ONLY 11/04/2005 11:43 CHEQUE Subtotal (for this page) Total for this dealing RE-SUBMISSION & PRIORITY FEE Version 1.7: 28 May 2004 000000#6432 0001 \*50-00 FEES \$
GST INCLUSIVE \$50.00 \$50.00 \$50.00 \$50.00

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

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

Sections 90A and 90F, Land Transfer Act 1952 El 6410003.4 Easement | Ser General o Land registration district Cpy-01/01,Pgs-004,05/05/05,15:33 Approval ) 02/6055EF) 3 OTAGO Grantor Surname(s) mus

Charles Layton ROBERTS and Christine Jennifer ROBERTS

Grantee

Surname(s) must be underlined or in CAPITALS.

CARDRONA ALPINE DEVELOPMENTS LIMITED

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

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

**Dated** this January day of 200s **Attestation** Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Andrew Clarke Cofferrell Solicitar Occupation Address Signature [common seal] of Grantor

Signed in my presence by the Grantes

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Émina Jane Wills

Executive Assistant Occupation

**Address** Auctional

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

[Solicitor for] the Grantee

KKUÙS

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

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



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Easement Instrument	Dated	F	Page 1 of 2 pages	
Schedule A		(Continue in additional Ai	nnexure Schedule if required.	
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifler/CT)	Dominant tenement (Identifier/CT or in gross)	
Right of Way	Z on DP 304819	Lot 6 DP 344432 CT OT 182391	Lot 6 DP 26816 CT OT 18D/533	
ş				
Delete phrases in [ ] and insert memorandum number as required.  rights and powers (including Continue in additional Annexure Schedule if required.				
Unless otherwise provide prescribed by the Land Tr	d below, the rights and pow ansfer Regulations 2002 and	ers implied in specific class for the Ninth Schedule of the	ses of easement are those e Property Law Act 1952.	
The implied rights and pov	wers are [varled] [negatived	l] [added to] or [substitute	d] by:	
[Memorandum number	, register	red under section 155A of th	e Land Transfer Act 1952].	
[the provisions set out in A	Annexure Schedule 2].			
Covenant provisions Delete phrases in [ ] and ins Continue in additional Annex		s required.		
The provisions applying to	the specified covenants are	those set out in:		
[Memorandum number	, register	red under section 155A of the	e Land Transfer Act 1952]	
[Annexure Schedule 2].				
All signing parties	s and either their witnesses	s or solicitors must sign o	r initial in this box	
AP	D. saw			

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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

- I, Rizwaan Iftikar Khan Manager Lending Services of Auckland in New Zealand certifies that:
- By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland Blenheim Christchurch	as No. as No. as No.	D.016180 186002 A.256503.1	Hokitika Invercargill	as No. as No.	105147 242542.1
Napier Dunedin Gisborne Hamilton	as No as No. as No. as No.	644654.1 911369 G.210991 B.355185	Nelson New Plymouth Wellington	as No. as No. as No. I	359781 433509 3.530013.1

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

- On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
- At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
- At the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

**DATED** at Auckland this

day of

1 1 JAN 2005

2005

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Rizwaan Iftikar Khan

THE NATIONAL BANK OF NEW ZEALAND, PART OF ANZ NATIONAL BANK LIMITED

Approved by Registrar-General of Land under No. 2002/6055 Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195 El 8079074.1 Easemen al. General Land registration district OTAGO Grantor Surname(s) must be underlined or in CAPITALS. MT CARDRONA STATION LIMITED Grantee Surname(s) must be underlined or in CAPITALS. LITTLE BO PEEP SHEEP COMPANY LIMITED Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). the 17th day of Dated this February 2009 Attestation Mt Cardrona Station Limited Signed in my presence by the Grantor Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Director Emma Wills Occupation Executive Assistant Address Auckland Signature [common seal] of Grantor Little Bo Peep Sheep Company Limited Signed in my presence by the Grantee Director Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Director Emma Jane Kitto Legal Executive Occupation Wanaka **Address** Signature [common seai] of Grantee

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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



Shown (plan reference)		Page 1 of 2 pages  Innexure Schedule if required  Dominant tenement
Shown (plan reference)	Servient tenement	Dominant tenement
Shown (plan reference)		
	(1451.1111011011)	(Identifier/CT or in gross)
	Identifiers 182388 and 182390	Identifiers 171612 and 115127
sfer Regulations 2002 and	number as required. Continue in additional a required.  vers implied in specific classifor the Ninth Schedule of the	sses of easement are those he Property Law Act 1952.
nexure Schedule 2].	red under decitors record or t	and transfer net reezj.
rt memorandum number a re Schedule if required.	s required.	
he specified covenants are	those set out in:	
	red under section 155A of t	the Land Transfer Act 10521
<del>, registe</del>	TOU-UNION GOOGLOTT TOOK OF	the Land Transfer For Tool
	pelow, the rights and pow sfer Regulations 2002 and rs are [varied] [negatives , registe nexure Schedule 2].	Delete phrases in [ ] a number as required. Continue in additional required.  Delete phrases in [ ] a number as required. Continue in additional required.  Delow, the rights and powers implied in specific classer Regulations 2002 and/or the Ninth Schedule of the state are [varied] [negatived] [added to] or [substitut], registered under section 155A of the nexure Schedule 2].

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

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#### Annexure Schedule

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

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Easement	Dated		Page	2	of	2	Pages
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(Continue in additional Annexure Schedule, if required.)

- The Grantor shall neither submit in opposition nor permit nor suffer any agent or servant or any other representative of the Grantor howsoever to submit in opposition nor support in any way whatsoever any submission in opposition to any present or future application (including but not limited to an application for any resource consent) or submission made by the Grantee or any company in which either John Allendale Lee or Mary Helen Lee are a shareholder or director, or made on behalf of the Grantee, or supported in part or in full by the Grantee in connection with any proposal to subdivide, re-zone or develop the Dominant Tenement or any other land owned by the Grantee in the Cardrona Survey District whether now or in future (such other land being known as "the Further Land").
- The Grantor shall not withhold any dispensation or consent required in connection with any application 2 (including but not limited to an application for a resource consent or approval) or submission made or supported by the Grantee or on behalf of the Grantee in connection with any proposal to further subdivide, rezone or develop the Dominant Tenement or the Further Land.
- The Grantor shall not oppose the Grantee's interest in any appeals arising from any of the matters 3 contained mentioned or referred to in paragraph 1 or 2 of this covenant.
- The Servient Tenement will be bound by the stipulations and restrictions in this Land Covenant set out herein and the registered proprietor for the time being of the Dominant Tenement and/or the Grantee's may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Tenement and their successors in title.
- That the Grantor does hereby covenant and agree in the manner set out herein in that this Land 5 Covenant runs with the Servient Tenement and any lots created out of the Servient Tenement and shall bind all successors in title and assignees of the Grantor for the benefit of the Dominant Tenement and the Grantee and its successors in title and assignees of the Dominant Land.
- 6 The Grantor shall, at its own cost and expense in all things:
  - forthwith arrange for this Covenant to be registered in favour of the Dominant Tenement against the title to the Servient Tenement. If the document provided for registration is rejected by LINZ, the Grantor shall forthwith do all things required, including without limitation executing any replacement documents (as reasonably required by the Grantee) necessary or desirable to achieve registration of the obligations contained within this Covenant over the Servient Tenement in favour of the Dominant Tenement, whether such documents shall include covenants, encumbrances, caveats or other documents whatsoever.
  - when required by the Grantee, forthwith arrange for execution and registration of a land covenant in the same terms as this Covenant (with any necessary consequential amendments) over the Servient Tenement in favour of any Further Land. In the event of any such document being rejected for registration, the provisions of clause 7(a) shall apply to such rejection.
- The parties shall do all things and execute all documents necessary to given effect to the terms of this 7 Covenant.

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

JA.S.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc Land Covenant Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Mortgagee under Mortgage No. 7911960.2 **BANK OF NEW ZEALAND** Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] (section [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Land Covenant but without prejudice to its rights under Mortgage No.7911960.2 FEBRUARY **Dated** this 1712 day of Attestation Signed in my presence by the Consentor Signature of Witness SIGNED for and on beh Witness to complete in BLOCK letters (unless legibly printed) BANK OF NEW ZEA by its Attorney: Jenny Faatafa Witness name **BANK OFFICER** Occupation **AUCKLAND Address** Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020 .

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# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

Katrina Rodgers

,Quality Assurance Officer of Auckland, New

W

Zealand, Bank Officer, certify:

- 1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 24, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.
- 2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1
- 3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 17 February 2009

Katrina Rodgers

LASRT/Cert of non-rev.doc

### **Annexure Schedule - Consent Form**





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Insert type of instrument "Caveat", "Mortgage" etc Land Covenant pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Mortgage no.) Surname must be underlined or in CAPITALS Caveator under Caveat No 7138799.1 MT CARDRONA STATION LIMITED Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] of the feeetion-[Without projudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the within Land Covenant but without prejudice to its rights under Caveat No. 7138799.1 Dated this UTL day of June. 2008 Attestation Signed in my presence by the Consentor Signature of Witness

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

Witness name

Occupation

Address

DIRECTOR

Witness to complete in BLOCK letters (unless legibly printed)

**Executive Assistant** 

**Emma Wills** 

Auckland

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

Director

Director

### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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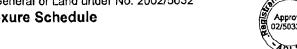
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nsert type of instrument Caveat", "Mortgage" etc	
Easement Instrument	Page 1 of 1 pages
onsentor urname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
Aurora Energy Limited	Caveator under Caveat Number 7227648.1
onsent elete Land Transfer Act 1952, if inapplicable, and inser elete words in [ ] if inconsistent with the consent. tate full details of the matter for which consent is requi	
Pursuant to <del>[section 238(2) of the Land Transfer Act</del>	<del>1952]</del>
[section of the	
Without prejudice to the rights and powers existing u	to the lateral of the Occasional
Dated this 20th day of October	2008
ttestation	
Signed for and on behalf of Aurora Energy Limited	Signed in my presence by the Consentor  signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed)
Stephen McCaughan Wilson	Witness name
	Occupation Margaret Anne Latimer
Media	Personal Assistant  Address  Dunedin

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

#### Annexure Schedule



Insert type o	f instrumen	t	
"Mortgage",	"Transfer",	"Lease"	etc

Easement Instrument	Dated	Page	1	of	1	pages
	Dated	raye		l ol		payes

(Continue in additional Annexure Schedule, if required.)

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON, of Dunedin, Corporate Services Manager, hereby certify -
- That by Deed dated 26 November 2003 AURORA ENERGY LIMITED having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
- 2. That at the date hereof I have not received any notice or information of the revocation of that appointment.
- 3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

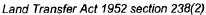
**IED** at Dunedin this day of October

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

#### **Annexure Schedule - Consent Form**





Insert type of instrument "Caveat", "Mortgage" etc Easement Instrument Page pages Capacity and Interest of Consentor Consentor (eg. Caveator under Caveat no./Mortgagee under Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 6342108.1 Southern Hemisphere Proving Grounds Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] [section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited **Dated** this day of 2008 Attestation Signed in my presence by the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name GLENT PERE WEDLOW

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

Occupation CEO SUPG

337 PLASKETT RD

FERNEIDE RANGIORA.

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

GEORGE ARTHUR CHURCHILL GOULD

Signature of Consentor



### **CERTIFICATE OF INCORPORATION**

# SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED 1585228

This is to certify that SOUTHERN HEMISPHERE PROVING GROUND LIMITED was incorporated under the Companies Act 1993 on the 22nd day of December 2004 and changed its name to SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED on the 18th day of March 2005.

CERTIFIED to be a True Copy of the Certificate of Incorporation of SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED produced from the Companies Office website and shown to me this 6th day of October 2008

A Solicitor of the High Court of New Zealand

Registrar of Companies 6th day of October 2008

Stephanie Elizabeth Muller Solicitor Christchurch

For further details relating to this company check www.companies.govt.nz

Certificate printed 6 Oct 2008 12:31:12 NZT

OF

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

Land Information New Zealand Lodgement Form Priority Order ASSOCIATED FIRM: Uplifting Box Number: Landonline User ID: 9 S 4 W N Client Code / Ref: GST Registered Number 17-022-895 LODGING FIRM: Fees Receipt and Tax Invoice LINZ Form P005 - PDF 15127, 182388 182390 As Above 171612 LINZ Form P005 Address CT Ref. Macalister Todd Phillips 000 000 macalistertpbqu instrument 326266-12 CGP ype of Queenstown PO Box 653 SPHJ Little Bo Peep Sheep Company Ltd / Mt Cardrona Station Ltd Little Bo Peep Sheep Company Ltd / Mt Cardrona Station Ltd Original Signatures? Names of Parties DOCUMENT OR SURVEY FEES Annotations (LINZ use only) Traverse Sheets (#) Calc Sheets (#) Survey Plan (#) Field Notes (#) Survey Report Title Plan (#) HEREWITH 60.00 60.00 Other (state) RESUBMISSION 15 (6) Plan Number Pre-Allocated or Rejected Dealing Number: Dealing / S UD Number: (LINZ Use only) Priority Barcode/Date Stamp (LINZ use only) ထ NOTICES FEB 2009 to be Deposited: 18/ ADVERTISING Less Fees paid on Dealing # **NEW TITLES** El 8079074.1 Easemen (inc. original) Cpy - 02/02, Pgs - 011, 26/02/09, 08:46 Copies Cash/Cheque enclosed for OTHER PICE. Subtotal (for this page) Total for this dealing A 086585 PRIORITY CAPTURE Version 1.8: 1 September 2007 CHE PLE GST INCLUSIVE \$120.00 \$120.00 FEES \$ \$60.00 \$60.00 120.00

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#### Easement instrument to grant easement or profit à prendre, or create land covenant Sections 90A and 90F, Land Transfer Act 195 El 8079074.2 Easemen

Land	registr	ation	district	

OTAGO

A.Genera

Surname(s) must be underlined or in CAPITALS.

LITTLE BO PEEP SHEEP COMPANY LIMITED

Grantee

Grantor

Surname(s) must be underlined or in CAPITALS.

MT CARDRONA STATION LIMITED

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

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

Dated this

10th day of

2008 October 2008

**Attestation** 

Little Bo, Pegp Sheep Company Limited

Mt Cardrona Station Limited

Director

Director

Director

Signed in my-presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Emma Jane Kitto Legal Executive

Occupation

**Address** 

Wanaka

Signature [common seal] of Grantor

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Emma Wills

**Address** 

Executive Assistant

**Auckland** 

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Document Set ID: 6467054

Version: 1, Version Date: 20/03/2020

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

# Approval COLORS

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750 2005

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			ADLS:
Easement instrument	Dated	P	age 1 of 2 pages
Schedule A		(Continue in additional Ar	nnexure Schedule if required.
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant		Identifiers 171612 and 115127	Identifiers 182388 and 182390
Easements or <i>profits à pre</i>		Delete phrases in [ ] ar number as required. Continue in additional A	
rights and powers (includi erms, covenants, and con		required.	imiexure Schedule II
rights and powers (includi erms, covenants, and con Unless otherwise provide	oditions)	required.	ses of easement are those
rights and powers (includiterms, covenants, and con Unless otherwise provided prescribed by the Land Tra	ditions)  d below, the rights and pow	required.  vers implied in specific clas  d/or the Ninth Schedule of th	ses of easement are those le Property Law Act 1952.
rights and powers (includiterms, covenants, and con Unless otherwise provided prescribed by the Land Tra	ditions)  d below, the rights and powers are [varied] [negatives	required.  vers implied in specific class  d/or the Ninth Schedule of the last the l	ses of easement are those le Property Law Act 1952.
Unless otherwise provided prescribed by the Land Tra	ditions)  d below, the rights and powers are [varied] [negatives, registe	required.  vers implied in specific class  d/or the Ninth Schedule of the last the l	ses of easement are those the Property Law Act 1952.
Unless otherwise provided prescribed by the Land Transition The implied rights and powers (Memorandum number (the provisions set out in Accordance)	ditions)  d below, the rights and powers are [varied] [negatives registe Annexure Schedule 2]	required.  vers implied in specific class  d/or the Ninth Schedule of the  d] [added to] or [substitute  red under section 155A of the	ses of easement are those the Property Law Act 1952.
Unless otherwise provided prescribed by the Land Trans.  The implied rights and powers.  [Memorandum number.]  [the provisions set out in Annual Continue in additional Annex.]	ditions)  d below, the rights and powers are [varied] [negatives registe Annexure Schedule 2]	required.  vers implied in specific class  d/or the Ninth Schedule of the  d] [added to] or [substitute  red under section 155A of the  s required.	ses of easement are those the Property Law Act 1952.
Unless otherwise provided prescribed by the Land Trans.  The implied rights and powers.  [Memorandum number.]  [the provisions set out in Annual Continue in additional Annex.]	ditions)  d below, the rights and powers are Regulations 2002 and wers are [varied] [negatived , registe Annexure Schedule 2].  sert memorandum number a kure Schedule if required.	required.  vers implied in specific classifor the Ninth Schedule of the state of the section 1550 of the s	ses of easement are those the Property Law Act 1952.

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

in

Insert	type (	of ins	trumen	t	
"Mort	gage"	, "Tra	ınsfer".	"Lease"	etc

Easement

	A	nnexure Schedule				See of	Approval 2/5032EF
_ea	se" etc				_	1,	4015
	Dated		Page	2	of	2	Pages

(Continue in additional Annexure Schedule, if required.)

- The Grantor shall neither submit in opposition nor permit nor suffer any agent or servant or any other representative of the Grantor howsoever to submit in opposition nor support in any way whatsoever any submission in opposition to any present or future application (including but not limited to an application for any resource consent) or submission made by the Grantee, or made on behalf of the Grantee, supported in part or in full by the Grantee in connection with any proposal to subdivide, re-zone or develop the Dominant Tenement or any other land owned by the Grantee in the Cardrona Survey District whether now or in future (such other land being known as "the Further Land").
- 2 The Grantor shall not withhold any dispensation or consent required in connection with any application (including but not limited to an application for a resource consent or approval) or submission made or supported by the Grantee or on behalf of the Grantee in connection with any proposal to further subdivide, rezone or develop the Dominant Tenement or the Further Land.
- 3 That the Grantor shall not oppose the Grantee's interest in any appeals arising from any of the matters contained mentioned or referred to in paragraph 1 or 2 of this covenant.
- That the Servient Tenement will be bound by the stipulations and restrictions in this Land Covenant set out herein and the registered proprietor for the time being of the Dominant Tenement and/or the Grantee may enforce the observance of such stipulations and restrictions against the owners and occupiers for the time being of the Servient Tenement and their successors in title.
- 5 That the Grantor does hereby covenant and agree in the manner set out herein in that this Land Covenant runs with the Servient Tenement and any lots created out of the Servient Tenement and shall bind all successors in title and assignees of the Grantor for the benefit of the Dominant Tenement and the Grantee and its successors in title and assignees of the Dominant Land.
- The Grantor shall, where applicable, at its own cost and expense in all things: 6
  - forthwith arrange for this Covenant to be registered in favour of the Dominant Tenement against a. the title to the Servient Tenement. If the document provided for registration is rejected by LINZ, the Grantor forthwith shall do all things required, including without limitation executing any replacement documents (as reasonably required by the Grantee) necessary or desirable to achieve registration of the obligations contained within this Covenant over the Servient Tenement in favour of the Dominant Tenement, whether such documents shall include covenants, encumbrances, caveats or other documents whatsoever.
  - when required by the Grantee, forthwith arrange for execution and registration of a land covenant b. in the same terms as this Covenant (with any necessary consequential amendments) over the Servient Tenement in favour of any Further Land. In the event of any such document being rejected for registration, the provisions of clause 7(a) shall apply to such rejection.
- The parties shall do all things and execute all documents necessary to given effect to the terms of this Covenant.

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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#### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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

"Caveat", "Mortgage" etc	F				
Land Covenant	Page 1 of 1 pages				
Consentor Surname must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)				
MT CARDRONA STATION LIMITED	Caveator under Caveat No 7138799.1				
Consent  Delete Land Transfer Act 1952, if inapplicable, and insert Delete words in [ ] if inconsistent with the consent.  State full details of the matter for which consent is requin					
Pursuant to [section 238(2) of the Land Transfer Act 1	952]				
{section of the	Act ]				
the Consentor hereby consents to: registration of the within Land Covenant b No. 7138799.1	nder the interest of the Consentor]  out without prejudice to its rights under Caveat				
Dated this UTA day of JUNE	2008				

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Convertien

Emma Wills

Director DIRECTOR

Occupation

**Executive Assistant** 

Address

Auckland

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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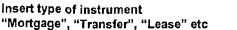
Insert type of instrument "Caveat", "Mortgage" etc Easement Instrument Page pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 7227648.1 Aurora Energy Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to (section 238(2) of the Land Transfer Act 1952) **Iscotion** Without prejudice to the rights and powers existing under the interest of the Consenter) the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited 2008 **Dated** this day of October Attestation Signed in my presence by the Consentor Signed for and on behalf of Aurora Energy Limited Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Stephen McCaughan Wilson Witness name Margaret Anne Latimer Occupation Personal Assistant Dunedin Address Signature of Consentor

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

#### Annexure Schedul

Dated



le	Approval OZ/5032EF
	02/5032EF

General

Page 1 of 1 pages

Easement Instrument

(Continue in additional Annexure Schedule, if required.)

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, STEPHEN MCCAUGHAN WILSON, of Dunedin, Corporate Services Manager, hereby certify -
- 1. That by Deed dated 26 November 2003 AURORA ENERGY LIMITED having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
- That at the date hereof I have not received any notice or information of the revocation of 2. that appointment.
- 3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

LED at Dunedin this day of October

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020 PAT THE

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### **Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



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Insert type of instrument "Caveat", "Mortgage" etc **Easement Instrument** pages Page Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Surname must be underlined or in CAPITALS Mortgage no.) Caveator under Caveat Number 6342108.1 Southern Hemisphere Proving Grounds Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] section of the Act ] [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: registration of the attached Easement Instrument creating Land Covenants in favour of Mt Cardrona Station Limited day of **Dated this** 2008 Attestation

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name GLEAN PESER WEDLOW

Occupation CEO SUPG

GEORGE ARTHUR CHURCHILL GOULD

Signature of Consentor

Address 337 PLASKETT RD

FERNE, DE RANG, ORA,

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

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY



### **CERTIFICATE OF INCORPORATION**

# SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED 1585228

This is to certify that SOUTHERN HEMISPHERE PROVING GROUND LIMITED was incorporated under the Companies Act 1993 on the 22nd day of December 2004 and changed its name to SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED on the 18th day of March 2005.

CERTIFIED to be a True Copy of the Certificate of Incorporation of SOUTHERN HEMISPHERE PROVING GROUNDS LIMITED produced from the Companies Office website and shown to me this 6th day of 2008

A Solicitor of the High Court of New Zealand

Registrar of Companies 6th day of October 2008 Stephanie Elizabeth Muller Solicitor Christchurch

Certificate printed 6 Oct 2008 12:31:12 NZT

For further details relating to this company check www.companies.govt.nz

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Approved by Registrar-General of Land under No. 2007/6225 Easement instrument to grant easement or *profit à prendre*, or create land covenant Sections 90A and 90F, Land Transfer Act 1952 El 8100093.6 Easemen Land registration district Approval OTAGO Grantor Surname(s) must be underlined of in UAPITALS. Darrin Allan THOMPSON and Deborah Anne THOMPSON Grantee Surname(s) must be underlined or in CAPITALS. 1. Mt Cardrona Station Limited 2. Cardrona Alpine Developments Limited Grant\* of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s). Ceptender 2008 **Dated** this day of Attestation Signed in my presence by the Grantor Signature of witness Darrin Allan Thompson Witness to complete in BLOCK letters (unless legibly printed) Witness name 🥏 nne Thompson Occupation Address Signature [common seal] of Grantor Signed in my presence by the Grantee Mt Cardrona Station Limited - Director Signature of witness Witness to complete in BLOCK letters (unless legibly printed) ation Limited - Director Mt Cardrona Witness name Occupation Address Signature [common seal] of Grantee Certified correct for the purposes of the Land Transfer Act 1952. [Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

# Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



			ADLS:				
Easement instrument	Dated 17	-9-2008	Page 1 of 2 pages				
Schedule A	(Continue in additional Annexure Schedule if required.)						
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT <i>or</i> in gross)				
Right of Way, Right to convey water, electricity, gas, telecommunication and computer media	M on DP 407594	Lot 1 DP 23619	Lots 1, 2, 4 and 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388, 182390)				
Right to convey water	M on DP 407594	Lot 1 DP 23619	Lots 1-6 DP 407594 (incl) CTs 426689 - 426694				
Delete phrases in [ ] and insert memorandum number as required.  Easements or profits à prendre Continue in additional Annexure Schedule if required.  terms, covenants, and conditions)  Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.  The implied rights and powers are [varied] [negatived] [added to] or [substituted] by:							
[the provisions set out in A	. •	ed under section 155A of t	he Land Transfer Act 1952].				
Covenant provisions  Delete phrases in [ ] and insert memorandum number as required.  Continue in additional Annexure Schedule if required.  The provisions applying to the specified covenants are those set out in:							
[Memorandum number , registered under section 155A of the Land Transfer Act 1952] [Annexure Schedule 2].							
All signing parties and either their witnesses or solicitors must sign or initial in this box							
_ <del></del>							

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

#### Annexure Schedule



Easement Dated

17-9-2008

Page 2 of 2

Pages

(Continue in additional Annexure Schedule, if required.)

#### Annexure Schedule 2

#### Addition to Implied Rights and Powers described in Land Transfer Regulations 2002

Clause 14

"Disputes" is hereby amended by the addition of the following new subclauses:

14(d)(i)

Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("LTA Regs") and the Fifth Schedule to the Property Law Act 2007 ("PLA Schedule"), the provisions of the PLA Schedule

shall prevail.

14(d)(ii)

Where there is a conflict between the provisions of the LTA Regs and/or the PLA Schedule and the modifications in this Easement Instrument, the modifications shall prevail.

#### Attestation continued

Signature of Witness:

Cardrona Alpine Developments Ltd - Director

Cardrona Alpine Developments Ltd -Director

Signature, or common seal of Grantee

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

Signed in my presence by the Grantee

Witness name

Occupation

Address

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



Insert type of instrument "Caveat", "Mortgage" etc **Easement Instrument** Page pages Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Consentor Mortgage no.) Surname must be underlined or in CAPITALS Mortgagee under Mortgage No. 877657.2 ANZ National Bank Limited Consent Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act. Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is required. Pursuant to [section 238(2) of the Land Transfer Act 1952] {scotion of the [Without prejudice to the rights and powers existing under the interest of the Consentor] the Consentor hereby consents to: The registration of the attached Easement Instrument. day of **Dated** this Attestation Signed in my presence by y the Consentor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name

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

**Address** 

Occupation Latasha Elizabeth Koloni

Bank Officer

Auckland

REF: 7029 - AUCKLAND DISTRICT LAW SOCIETY

Signature of Consentor

SARDADEVI RUPA

= 

#### CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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

Signed at Auckland this day of 15 October 2008

#### Land Information New Zealand, Dealing Numbers:

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

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# Digital Title Plan - DP 407594

Survey Number

DP 407594

Surveyor Reference

9175 Miners Rise

Surveyor

Alexander Graham Todd

Survey Firm

Clark Fortune McDonald & Associates (Queenstown)

414

Surveyor Declaration I Alexander Graham Todd, being a person entitled to practise as a licensed cadastral surveyor, certify

that

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for

Cadastral Survey 2002/2;

(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

Declared on 26/08/2008.

**Survey Details** 

Dataset Description Lots 1-6 Being a Subdivision of Lot 6 DP 26816 and Easement over Lot 1 DP 23619

Status

Deposited

Land District
Submitted Date

Otago

26/08/2008

**Survey Class** 

Class I Cadastral Survey

Survey Approval Date 02/09/2008

Deposit Date

13/03/2009

#### **Territorial Authorities**

Queenstown-Lakes District

#### Comprised In

CT OT18D/533

CT OT15D/600

#### Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Lot 1 Deposited Plan 407594	Fee Simple Title	0.4702 Ha	426689
Lot 2 Deposited Plan 407594	Fee Simple Title	0.5077 Ha	426690
Lot 3 Deposited Plan 407594	Fee Simple Title	0.4232 Ha	426691
Lot 4 Deposited Plan 407594	Fee Simple Title	0.4911 Ha	426692
Lot 5 Deposited Plan 407594	Fee Simple Title	1.1958 Ha	426693
Lot 6 Deposited Plan 407594	Fee Simple Title	56.9189 Ha	426694
Marked A Deposited Plan 407594	Easement		
Marked B Deposited Plan 407594	Easement		
Marked C Deposited Plan 407594	Easement		
Marked D Deposited Plan 407594	Easement		
Marked E Deposited Plan 407594	Easement		
Marked F Deposited Plan 407594	Easement		
Marked G Deposited Plan 407594	Easement		
Marked H Deposited Plan 407594	Easement		
Marked I Deposited Plan 407594	Easement		
Marked J Deposited Plan 407594	Easement		
Marked K Deposited Plan 407594	Easement		
Marked L Deposited Plan 407594	Easement		





# Digital Title Plan - DP 407594

Created Parcels			
Parcels	Parcel Intent	Area	CT Reference
Marked M Deposited Plan 407594	Easement		
Marked N Deposited Plan 407594	Easement		
Marked O Deposited Plan 407594	Easement		
Marked P Deposited Plan 407594	Easement		
Marked Q Deposited Plan 407594	Easement		
Marked R Deposited Plan 407594	Easement		
Marked DD Deposited Plan 407594	Land Covenant		
Marked BB Deposited Plan 407594	Land Covenant		
Marked CC Deposited Plan 407594	Land Covenant		
Marked AA Deposited Plan 407594	Land Covenant		
Marked EE Deposited Plan 407594	Land Covenant		
Marked FF Deposited Plan 407594	Land Covenant		
Marked PEG (3) SO 285 - a Deposited Plan 407594	Easement		
Marked a - b Deposited Plan 407594	Easement		
Marked b - c Deposited Plan 407594	Easement		
Marked c - d Deposited Plan 407594	Easement		
Marked d - e Deposited Plan 407594	Easement		
Marked e - f Deposited Plan 407594	Easement		
Marked f - PEG Ig Deposited Plan 407594	Easement		
Total Area		60.0069 Ha	

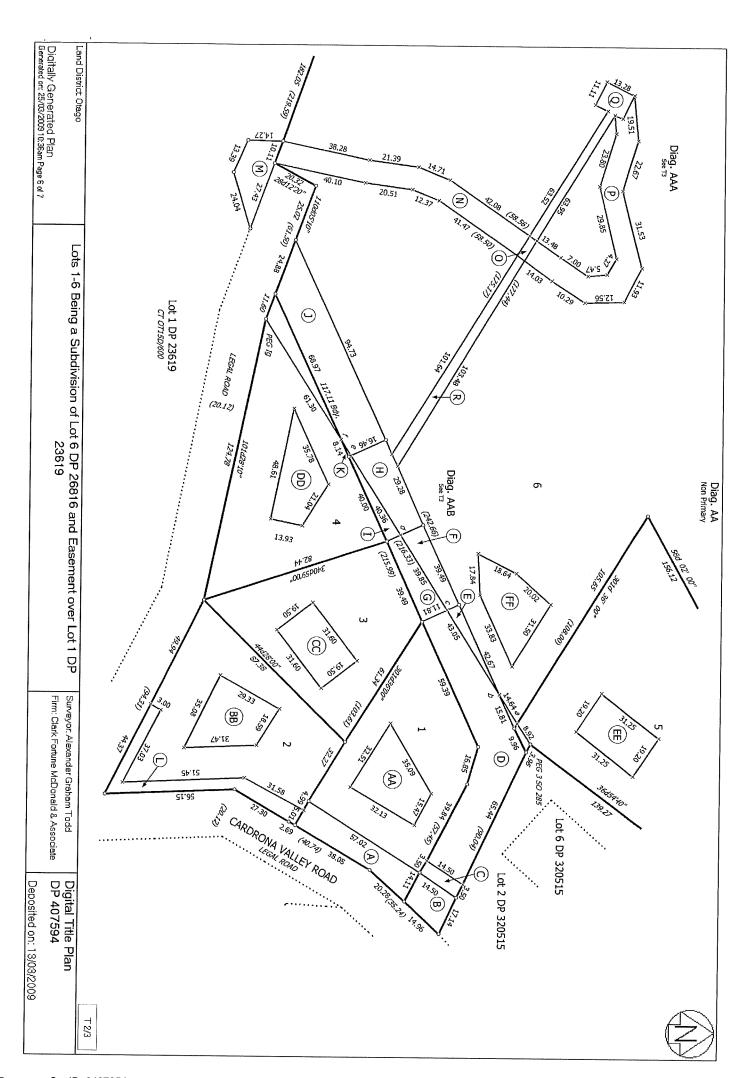
EXISTING EASEMENTS					
		SERVIENT TENEMENT	DOCUMENT		
	PEG 3 SO 285 - a	Lot 5 herewith			
Right to Convey Water	a - b, b - c, c - d, d - e, e - f.	Lot 6 herewith	E.C. 983113.3		
	f – PEG Ig	Lot 4 herewith			

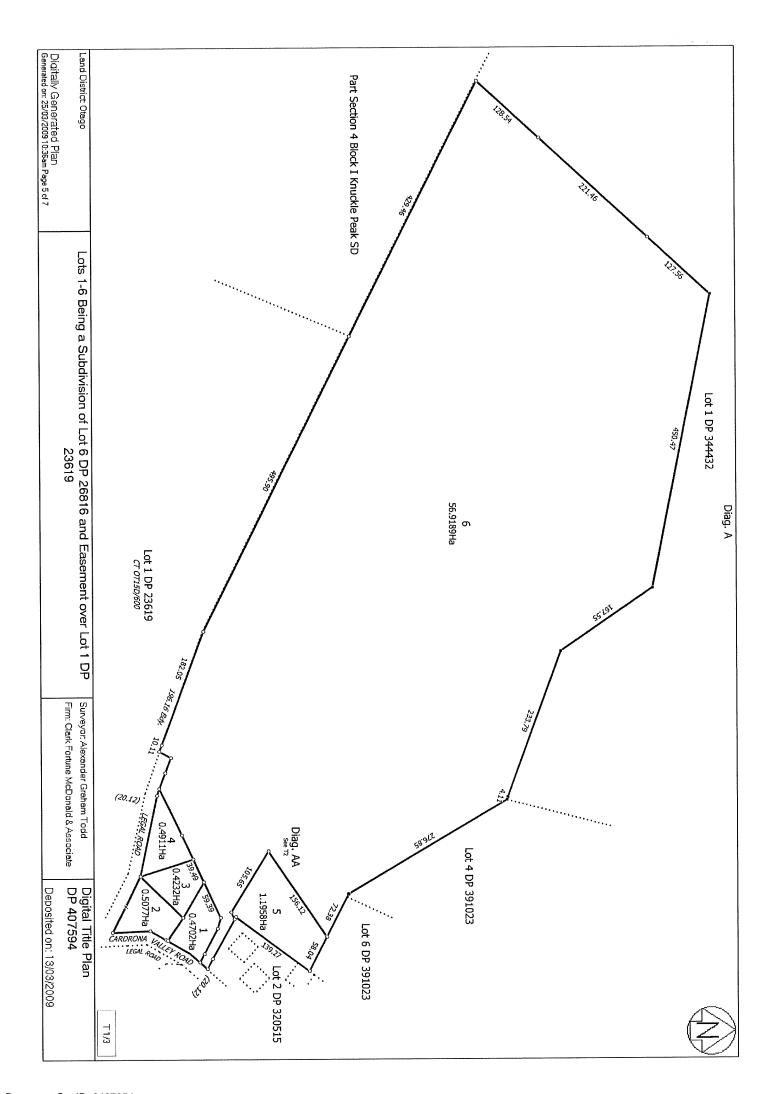
MEMORANDUM OF EASEMENTS IN GROSS						
PURPOSE	GRANTEE					
Right to Convey	L	Lot 2 herewith				
Electricity	А	Lot 1 herewith	AURORA ENERGY LTD.			
	B, C	Lot 6 herewith				
Right to Convey Gas	B, C, D, E, F, G, H, I	Lot 6 herewith	ROCK GAS			
	А	Lot 1 herewith	LIMITED			

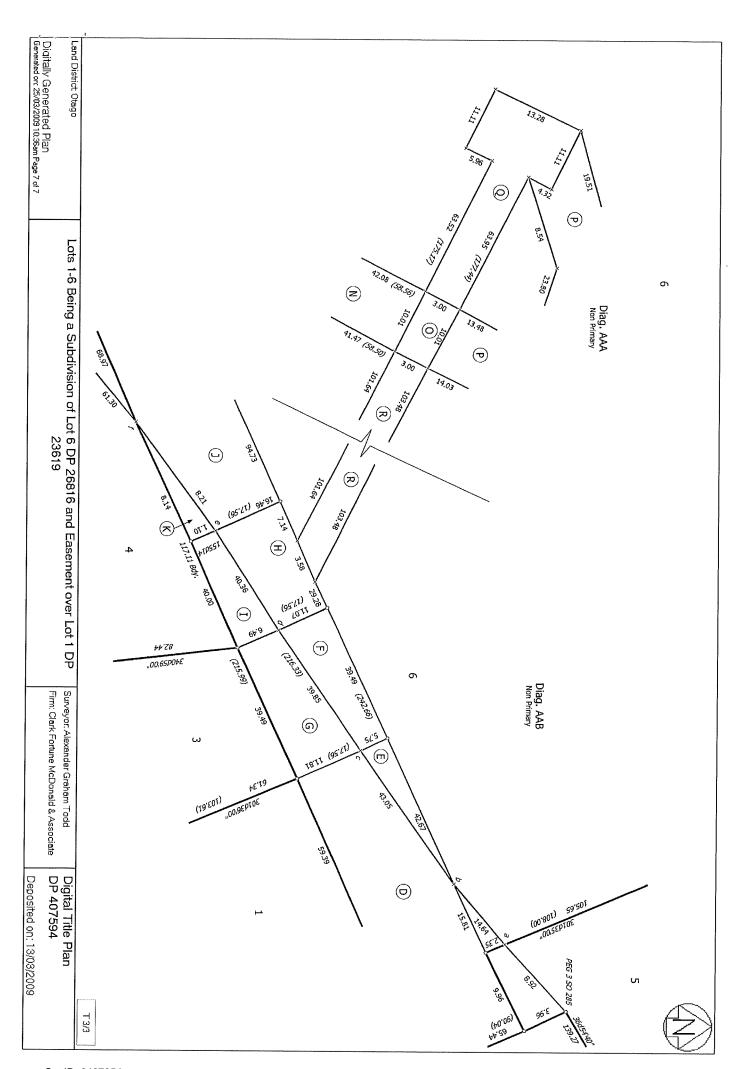
PROPOSED EASEMENTS						
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT			
Right of Way	B, C, D, E, F, G, H, I, J, K	Lot 6 herewith	Lot 1, 2, 4 & 5 DP 344432, Lots 3, &			
	М	Lot 1 DP 23619	7 & 8 DP 21223			
Right to convey Water, Electricity, Gas, Telecommunications	B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q & R	Lot 6 herewith	Lot 1, 2, 4 & 5 DP 344432, Lots 3, & 7 & 8 DP 21223			
& Computer Media	М	Lot 1 DP 23619	7 & O DP 21223			

MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
Right of Way	А	Lot 1 herewith	Lot 2 herewith
	В	Lot 6 herewith	Lots 1, 2, 3, 4, & 5 herewith
	C, D, E		Lots 1, 3, 4 & 5 herewith
	F, G		Lots 3 & 4 herewith
	H, I		Lot 4 herewith
Right to Convey Electricity, Telecommunications & Computer Media.	А	Lot 1 herewith	Lot 2 herewith
	В	Lot 6 herewith	Lots 1, 2, 3, 4 & 5 herewith
	C, D, E		Lots 1, 3, 4 & 5 herewith
	F, G		Lots 3, 4 herewith
	H, I		Lot 4 herewith
Right to Convey Water	B, C, D, E, F, G, H, I, J, K, N, O, P, Q, R	Lot 6 herewith	Lots 1, 2, 3, 4, & 5 herewith
	А	Lot 1 herewith	Lot 2 herewith
	М	Lot 1 DP 23619	Lots 1, 2, 3, 4, 5 & 6 herewith

Areas marked AA, BB, CC, DD, EE & FF shall be subject to consent notices







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Art In Property

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

#### Easement instrument to grant easement or profit à prendre, or create land covenant EI 0400003 7 Facemen

Sections 90A and 90F, Land Transfer Act 1952

Land registration district	Cpy - 01/01, Pgs - 004, 12/03/09, 11:07	
OTAGO	(P. AOLS: 97	
Grantor	Surname(s) must be <u>undenimed</u> or in CAPITALS.	

Cardrona Alpine Developments Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

- 1. Mt Cardrona Station Limited
- 2. Cardrona Alpine Developments Limited

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

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

ententes **Dated** this day of Attestation Signed in my presence by the Grantor Cardrona Alpine D Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Cardrona Alpine Developments Ltd - Director Occupation Address Signature [common seal] of Grantor Signed in my presence by the Grantee Cardrona Alpine Developments Ltd - Director Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Cardrona Alpine Developments Ltd - Director

Occupation

**Address** 

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Signature [common seal] of Grantee

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

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## Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



						_
Easement instrument	Dated	17-9-2008	Page	1 01	3	pages
		(Double on the additional	A	ra Caba	dula it	roquire

Schedule A		(Continue in additional P	nnexure Schedule II required.,
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	B, C, D, E, F, G, H, I, J, K on DP 407594	Lot 6 DP 407594 (CT 426694)	Lots 1, 2, 4, 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388 and 182390)
Right to convey water, electricity, gas, telecommunications and computer media	B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q and R on DP 407594	Lot 6 DP 407594 (CT 426694)	Lots 1, 2, 4, 5 DP 344432, Lots 3, 7 and 8 DP 21223 (CTs 182388 and 182390)
Right of way	A on DP 407594	Lot 1 DP 407594 CT 426689	Lot 2 DP 407594 CT 426690
Right of way	B on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	Continued on Annexure Sch	edule	

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 at prescribed by the Land Transfer Regulations 20	nd powers implied in specific classes of easement are those 02 and/or the Fifth Schedule of the Property Law Act 2007.
The implied rights and powers are [varied] [neg	gatived] [added to] or <del>[substituted]</del> by:
{Memorandum number ,	registered under section 155A of the Land Transfer Act 1952].
[the provisions set out in Annexure Schedule 2].	

**Covenant provisions** 

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

The provisions applying to the spec	cified covenants are those set out in:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
[Annexure Schedule 2].	

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020 ý

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### Approved by Registrar-General of Land under No. 2002/5032

### **Annexure Schedule**

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

			, —		1
Easement	Dated	17-9-08	Page 2	of 3	Pages
	ا		,		,

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient Tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	C, D, E on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1, 3, 4 and 5 DP 407594 CTs 426689, 426691, 426692, 426693
Right of way	F, G on DP 407594	Lot 6 DP 407594 CT 426694	Lots 3 and 4 DP 407594 CTs 426691 and 426692
Right of way	H and I on DP 407594	Lot 6 DP 407594 CT 426694	Lot 4 DP 407594 CT 426692
Right to convey electricity, telecommunications and computer media	A on DP 407594	Lot 1 DP 407594 CT 426689	Lot 2 DP 407594 CT 426690
Right to convey electricity, telecommunications and computer media	B on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	C, D, E on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1, 3, 4 and 5 DP 407594 CTs 426689, 426691, 426692 and 426693
	F, G on DP 407594	Lot 6 DP 407594 CT 426694	Lots 3 and 4 DP 407594 CTs 426691 and 426692
	H, I on DP 407594	Lot 6 DP 407594 CT 426694	Lot 4 DP 407594 CT 426692
Right to convey water	B, C, D, E, F, G, H, I, J, K, N, O, P, Q and R on DP 407594	Lot 6 DP 407594 CT 426694	Lots 1-5 DP 407594 (incl) CTs 426689 - 426693
	A on DP 407594	Lot 1 DP 407594	Lot 2 DP 407594

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Document Set ID: 6467054

Version: 1, Version Date: 20/03/2020

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### Approved by Registrar-General of Land under No. 2002/5032

### **Annexure Schedule**

Insert type o	f instrument	
	"Transfer", "Lease"	etc

Easement	Dated	17-9-08	Page 3	of 3	Pages

(Continue in additional Annexure Schedule, if required.)

CT 426689

CT 426690

### **Annexure Schedule 2**

### Addition to Implied Rights and Powers described in Land Transfer Regulations 2002

Clause 14 "Disputes" is hereby amended by the addition of the following new subclauses:

14(d)(i) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 ("LTA Regs") and the Fifth Schedule to the Property Law Act 2007 ("PLA Schedule"), the provisions of the PLA Schedule

shall prévail.

14(d)(ii) Where there is a conflict between the provisions of the LTA Regs and/or the PLA

Schedule and the modifications in this Easement Instrument, the modifications

shall prevail.

### Attestation continued

Signed in my presence by the Grantee Signature of Witness:

Mt Cardrona Station Limited - Director

Mt Cardrona Station Limited - Director

Witness to complete in BLOCK letters (unless typewritten or legibly stamped)

or | Witness name

Occupation

Address

Signature, or common seal of Grantee

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

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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Easement instrument to grant easement or profit à prendre, or create land course El 8100093.8 Easemen Sections 90A and 90F, Land Transfer Act 1952 Cpy - 01/01, Pgs - 006, 12/03/09, 11:08 Geneo. Land registration district Approval 07/6225 OTAGO Surname(s) must be underlined or in CAPITALS. Grantor CARDRONA ALPINE DEVELOPMENTS LIMITED Grantee Surname(s) must be underlined or in CAPITALS. CARDRONA ALPINE DEVELOPMENTS LIMITED and MT CARDRONA STATION LIMITED Grant" of easement or profit à prendre or creation or covenant The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) 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). Dated this day of O Ctoher 2008 10 **Attestation** Cardres Apire Signed in my presence by the Grantor Development Ltd Witness to complete in BLOCK letters (unless legibly printed) Witness name EMMA WILLS Occupation ASSISTANT Address AULKLAND Signature [common seal] of Grantor Signed in my presence by the Grantee Cordrea April Redupments LId Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name EMMA WILLS Occupation ASSISTA NE **Address** AUCKLANO Signature [common seal] of Grantee

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

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

[Solicitor for] the Grantee

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

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

# Approved by Registrar-General of Land under No. 2007/6225 Annexure Schedule 1



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			- ADIS: Y
Easement instrument	Dated	10-(0-08 P	age 1 of 3 pages
Schedule A		(Continue in additional Ar	nnexure Schedule if required.)
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenant	Lots 1-5 DP407594	Lots 1-5 DP407594 (CT's 426689 - 426693)	Lots 1, 2, 4, 5 DP344432
			Lots 3, 7 and 8 DP21223
			Lot 6 DP407594 (CT's 182388, 182390, 426694)
Easements or profits à prights and powers (incluterms, covenants, and country of the land	ding	Delete phrases in [ ] at number as required. Continue in additional A required.  wers implied in specific classifier the Fifth Schedule of the	Annexure Schedule if
•	owers are <del>[varied] [negative</del>		
-IMemorandum number-			he Land Transfer Act 1952].
1	Annexure Schodule 2].		
Covenant provisions Delete phrases in [ ] and if Continue in additional Ann	insert memorandum number a exure Schedule if required.	as required.	
The provisions applying	to the specified covenants are	e those set out in:	
(Memorandum number	, regist	ered under section 155A of t	he Land Transfer Act 1952]
[Annexure Schedule 2].			
		- Paragraphic and the second s	
All signing par	ties and either their witness	es or solicitors must sign	or initial in this box
I Mich	EAN	Mor	in my

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

### Approved by Registrar-General of Land under No. 2002/5032

### Annexure Schedule

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

wortgage", "Transfer", "Lea	se elc		
Easement	Dated	10-10-08	Pa



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(Continue in additional Annexure Schedule, if required.)

### ANNEXURE SCHEDULE 2

.1. For the purposes of this instrument the following definitions shall apply:

Lodge any Submission means and includes personally or through any agent or servant

directly or indirectly lodge or support in any way any objection or submission to any planning proposal and includes taking any part in any planning hearing, appeal or reference arising in respect of a

planning proposal whether as a party or otherwise.

Planning Proposal means and includes any application for a resource consent and/or a

plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed

District Plan.

Grantor means the Grantor named on the front page of this instrument and

its successors in title to the Servient Tenement.

Grantee means the Grantee named on the front page of this instrument and

the successors in title of the Dominant Tenement.

Dominant Tenement means the land identified in the 4th column of Annexure Schedule 1

of this instrument and any part thereof.

- 2. The Grantor hereby covenants with the Grantee or henceforth and for all time comply with the obligations of the Grantor set out in this deed hereby grants to the Grantee the right to require the Grantor to do anything necessary to carry out the Grantor's obligations as set out in this deed.
- 3. The Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee or its nominee to subdivide, develop or use the Dominant Tenement for any activity.
- 4. The Grantor shall, at the request of the Grantee, forthwith provide written approval to any Planning Proposal referred to in clause 3.
- The Grantor hereby irrevocably nominates, constitutes and appoints the Grantee as the Grantor's true and lawful attorney for the purpose only and limited to executing a written approval pursuant to clause 4 above, whether or not the Grantee shall formally have requested the Grantor to execute such approval. For the purposes of registering this power of attorney, if required to give effect hereto, this instrument (or such part of it as is relevant) shall be deemed to comprise a registrable deed at law in accordance with the provisions of the Land Transfer Act 1952 or any other enactment.

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

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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nsert type of instrument Mortgage", "Transfer", "Lea	Anr	-General of Land under No. 2002 nexure Schedule		Approval 02/5032EF
Lasement	Dated	10-10-08	Page 3 of	3 Pages
		(Continue in additional A	Annexure Schedule	, if required
		Signed in my presence by the	Grantce	
		organic in my prosente sy me		
( Mate		Signature of Witness		
Signature [common seal] of Grantee -	rantee –	Witness to complete in BLOCK letters	(unless legibly printed)	
Mt Cardrona Station Limited		Witness Name:		
		Occupation:		
()		Address:		
Spenc				
Signat <mark>uro (common scal) of G</mark> i Mt Cardrona Station Limited	rantee –			

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

### Approved by Registrar-General of Land under No. 2003/6150

### Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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Insert type of instrument "Caveat", "Mortgage" etc	
Easement	Page 1 of 1 pages
Consentor Sumame must be <u>underlined</u> or in CAPITALS	Capacity and Interest of Consentor (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)
ANZ National Bank Limited	Mortgagee under Mortgage No. 6800646.1
Consent Delete Land Transfer Act 1952, if inapplicable, and inse Delete words in [ ] if inconsistent with the consent. State full details of the matter for which consent is requ	
Pursuant to [section 238(2) of the Land Transfer Act	1952]
Ecction of the	
the Consentor hereby consents to: Registration of the attached Instrument Cr	reating Land Covenant.
Dated this 24 day of 0.45 her	2507
Dated this 24 day of 0.4.4  Attestation  ANZ National Bank Limited by its Attorney  HILARY MARK BAYNES	Signed in my presence by the Consentor  Signature of Witness  Witness to complete in BLOCK letters (unless legibly printed)  Witness name  Occupation  MARY JOHN  BANK OFFICER  Address  AUCKLAND

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

REF: 7029 -- AUCKLAND DISTRICT LAW SOCIETY

# CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Hilary Baynes of Auckland, New Zealand, Lending Officer, Commercial Lending Services, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.

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2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland this day of 24 October 2008

Land Information New Zealand, Dealing Numbers:

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



### **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8574798.3 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne Easement Instrument



Affected Computer Registers	Land District	
182388	Otago	
182390	Otago	
182391	Otago	
Annexure Schedule: Contains 4	Pages.	
Grantor Certifications		•
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Caveat 8474689.1 is limited in it	ts effect and does not forbid the registration of this transaction	V
I certify that the Mortgagee under	er Mortgage 5376690.1 has consented to this transaction and I hold that consent	V
Mortgage 7911960.2 does not at	ffect the servient tenement, therefore the consent of the Mortgagee is not required	V
Signature		
	Cenzie as Grantor Representative on 28/09/2011 04:47 PM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr	as Grantee Representative on 28/09/2011 10:47 AM	

Annexure Schedule: Page: 1 of 4

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor			
Charles Layton Roberts	and Christine Jennifer	Roberts	
Grantee		According to the second	 
Mt Cardrona Station Li	nited	44-44	

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	Shown (plan	Servient Tenement	Dominant Tenement		
extent) of easement; profit or covenant	reference)	(Computer Register)	(Computer Register) or In gross		
Right of way, right to	Z on DP 344432	Lot 6 DP 344432	Lot 1 and Lot 5 DP 344432		
transmit electricity and		(CFR 182391)	(CFR 182388)		
telecommunications and					
right to convey water			Lot 2 DP 344432		
			(CFR 182390)		
			***************************************		
	<u> </u>	<u> </u>			

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Annexure Schedule: Page:2 of 4

	prendre rights and powers (including terms, covenants and conditions)
Delete phrases in [ ] and required	d insert memorandum number as required; continue in additional Annexure Sched
Unless otherwise provide prescribed by the Land 1	led below, the rights and powers implied in specified classes of easement are t ransfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007
The implied rights and p	owers are hereby <del>[varied]</del> [ <del>negatived</del> ] [added to] or [ <del>substituted]</del> by:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952}
[the provisions set out in	Annexure Schedule 1 }
Covenant provisions	
Delete phrases in [ ] an	d insert Memorandum number as require; continue in additional Annaxure Schad
Delete phrases in [ ] an	d insert Memorandum number as require; continue in additional Annexure Sched
Delete phrases in [ ] an equired	d insert Memorandum number as require; continue in edditional Annaxure Sched to the specified covenants are those set out in:
Delete phrases in [ ] en eauired	
Delete phrases in [ ] an equired  The provisions applying [Memorandum number	The state of the s
The provisions applying	to the specified covenants are those set out in:
Delete phrases in [ ] an equired  The provisions applying [Memorandum number	to the specified covenants are those set out in:
Delete phrases in [ ] an required  The provisions applying [Memorandum number	to the specified covenants are those set out in:
Delete phrases in [ ] an required  The provisions applying [Memorandum number	to the specified covenants are those set out in:
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Delete phrases in [ ] an equired  The provisions applying [Memorandum number	to the specified covenants are those set out in:
Delete phrases in [ ] an equired  The provisions applying [Memorandum number	to the specified covenants are those set out in:

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

A Ca

Form L	Page 1 of
Annexure Schedule	
Insert instrument type	
Easement	

Continue in additional Annexure Schedule, if required

### Annexure Schedule 1

- 1. The Grantor agrees that the Grantee may assign all of its rights under this easement to any one or more third parties and will upon request by the Grantee execute new easements in favour of such third parties over the same area as the easement area under this easement upon request by the Grantee. Such easements may be easements in gross on the standard terms used by the relevant grantee under the relevant easement.
- Without limiting the above provision, the Grantee may require easements to be granted in favour of the Queenstown Lakes District Council or any other public or private entity or person to the intent that the rights created under the relevant easement are able to be utilised by the public. No increase in the use of the land subject to the relevant easement as a result of such assignment or new grant of easement will invalidate the easement or entitle the Grantor to any compensation.

MVVK-676047-33-17-V1



Annexure Schedule: Page:4 of 4

SECTION 348 LOCAL GOVERNMENT ACT 1974 CERTIFICATE

<u>QUEENSTOWN</u> <u>LAKES</u> <u>DISTRICT COUNCIL</u>

Pursuant to Section 348 of the Local Government Act 1974, the Queenstown Lakes District Council hereby consents to the granting or reserving of a Right of Way Easement over Z on Lot 6 DP 344432 in favour of Lots 1, 2 & 5 DP 344432 as shown on DP 344432.

Chief Executive Officer

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### **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By **Instrument Type** 

8920006.4 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Easement Instrument



188 / 10	T. INVASA		
Affected Computer Registers	Laud District		
499605	Otago		
182391	Otago		
426694	Otago		
499606	Otago		
Annexure Schedule: Contains 5	5 Pages.		
Grantor Certifications	TO CAMBE TO THE PROPERTY OF TH		
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V	
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V	
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V	
Mortgage 5376690.1 does not al	ffect the servient tenement, therefore the consent of the Mortgagee is not required	V	
I certify that the Mortgagee und	er Mortgage 7911960.2 has consented to this transaction and I hold that consent	V	
Signature			
· ·	as Grantor Representative on 21/11/2011 04:57 PM		
Grantee Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V	
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 she prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V	
Signature			
Signed by Kenneth Francis Mck	Cenzie as Grantee Representative on 21/11/2011 04:45 PM		
	*** End of Report ***		
	end of report		

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

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

rantor	
Mt Cardrona Station Limited and Cardrona Alpine Developments Limited	
rantee	
Charles Lauton Roberts and Christina Jannifer Roberts	

### 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	ín	additional
Annexure Schedule, if required			

Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in
Restrictive Land Covenants	Lot 6 DP 407594 (CFR 426694) Lot 5 DP 344432 & Lot 2 DP 425263 (CFR 499606)	Lot 6 DP 407594 (CFR 426694) Lot 5 DP 344432 & Lot 2 DP 425263 (CFR 499606)	Lot 6 DP 344432 (CFR 182391) Lot 1 DP 425263 (CFR 499605)

MWK-676047-33-22-V1

Form B - continued
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and conditions)
Delete phrases in [] and insert memorandum number as required, continue in additional Annexure Schedule, if required
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:
Annexure Schedule 1

MWK-676047-33-22-V1

Annexure Schedule: Page:3 of 5

#### Annexure Schedule 1

#### **Covenant Provisions**

### 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 covenants set out in this Instrument.

#### **Operative Part**

- 1. Definitions and Interpretation
- 1.1 In this Instrument unless the context otherwise requires:

"Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the covenants set out in this Instrument.

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

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

"Instrument" means this instrument together with all Annexure Schedules attached to it.

"Lodge any Submission" includes personally or through any agent or servent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" includes any application for resource consent and all plan change and/or a variation of any nature to the Queenstown Lakes District Council Plan.

"Servient Tenement" means the land described in Schedule A as the servient tenement which is subject to the covenants set out in this Instrument.

- 1.2 For the avoidance of doubt, in this Instrument:
  - a. words importing the singular number include the plural and vice versa.
  - b. a covenant to do something is also a covenant to permit or cause for that thing to be done and a covenant not to do something is also a covenant not to permit or cause for that thing to be done.

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c. this instrument binds and benefits the parties, and their heirs, executors, successors and assigns and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.

### 2. Non-Opposition Covenants

2.1 The Grantor covenants with the Grantee that the Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use the dominant tenement for any activity (including without limitation an application for building platforms for the Dominant Tenement) and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.

### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road or other reserve in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road or reserve upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - a. the Grantor has requested written consent from the Grantee under clause 3.2; and
  - the Grantee has falled or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.

### 4. General Covenants

- 4.1 The Grantor covenants and agrees:
  - a. to observe and perform all the covenants set out in this Instrument at all times; and
  - b. that such covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement provided that the Grantor, shall with regard to the said covenants be liable only in respect of breaches thereof which shall occur while the Grantor is the registered proprietor of all or part of the Servient Tenement in respect of which there is a breach.

### 5. Arbitration

5.1 If any dispute arises between the parties relating to this Instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.



### **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8920006.5 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Easement Instrument



Affected Computer Registers	Land District	
499605	Otago	
182391	Otago	
426694	Otago	
499606	Otago	
Annexure Schedule: Contains 5	5 Pages.	
Grantor Certifications		
I certify that I have the authority lodge this instrument	y to act for the Grantor and that the party has the legal capacity to authorise me to	V
l certify that I have taken reason instrument	nable steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	owing the truth of the certifications I have given and will retain that evidence for the	V
I certify that the Mortgagee under	er Mortgage 5376690.1 has consented to this transaction and I hold that consent	V
Signature		
Signed by Kenneth Francis McK	Kenzie as Grantor Representative on 21/11/2011 04:46 PM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	y to act for the Grantee and that the party has the legal capacity to authorise me to	V
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### Easement instrument to grant easement or *profit à prendre*, or create land covenant

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

Grantor

Charles Layton Roberts and Christine Jennifer Roberts

#### Grantee

Mt Cardrona Station Limited and Cardrona Alpine Developments 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

Continuo in additional

Annexure Schedule, if required		· · · · ·	
Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Restrictive Land Covenants	Lot 6 DP 344432 (CFR 182391) & Lot 1 DP 425263 (CFR 499605)	Lot 6 DP 344432 (CFR 182391) & Lot 1 DP 425263 (CFR 499605)	Lot 2 DP 425263, Lots 4 & 5 DP 344432 & Lots 3, 7-8 DP 21223 (CFR 499606) & Lot 6 DP 407594 (CFR 426694)

MWK-676047-33-21-V1

Form B - continued
Easements or <i>profits à prendre</i> rights and powers (including terms, covenants and conditions)
Delete phrases in [] and insert memorandum number as required, continue in additional Annexure Schedule, if required
Covenant provisions
Delate 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:
Annexure Schedule 1

Annexure Schedule: Page:3 of 5

### Annexure Schedule 1

### **Covenant Provisions**

### **Background**

- A. The Grantor is registered as proprietor of the Servient Tenement.
- B. The Grantee is registered as proprletor of the Domlnant Tenement.
- C. The Grantor and the Grantee have agreed that the Servient Tenement shall be subject to the covenants set out in this Instrument.

### **Operative Part**

- 1. Definitions and interpretation
- 1.1 In this Instrument unless the context otherwise requires:

"Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the covenants set out in this instrument.

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

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

"Instrument" means this instrument together with all Annexure Schedules attached to it.

"Lodge any Submission" includes personally or through any agent or servent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" Includes any application for resource consent and all plan change and/or a variation of any nature to the Queenstown Lakes District Council Plan.

"Servient Tenement" means the land described in Schedule A as the servient tenement which is subject to the covenants set out in this Instrument.

- 1.2 For the avoidance of doubt, in this Instrument:
  - a. words importing the singular number include the plural and vice versa.
  - a covenant to do something is also a covenant to permit or cause for that thing to be done and a covenant not to do something is also a covenant not to permit or cause for that thing to be done.

c. this Instrument binds and benefits the parties, and their heirs, executors, successors and assigns and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.

### 2. Non-Opposition Covenants

- 2.1 The Grantor covenants with the Grantee that the Grantor shall not at any time Lodge any Submission against any Planning Proposal by the Grantee to subdivide, develop or use the dominant tenement for any activity (including without limitation an application for building platforms for the Dominant Tenement) and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.
- 2.2 Clause 2.1 shall not apply to any Planning Proposal:
  - a. for a gondola or similar structure where any part of the gondola or structure would cross any part of the servient tenement; or
  - b. which involves building any structure above ground level on the Dominant Tenement within 125 metres of the western or southern boundaries of the land within Lot 1 Deposited Plan 425263 (Otago Registry), unless the Grantee is the registered proprietor of such land.

### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road or other reserve in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road or reserve upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - a. the Grantor has requested written consent from the Grantee under clause 3.2; and
  - the Grantee has failed or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.

### 4. General Covenants

4.1 The Grantor covenants and agrees:

- to observe and perform all the covenants set out in this Instrument at all times; and
- b. that such covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement provided that the Grantor, shall with regard to the said covenants be liable only in respect of breaches thereof which shall occur while the Grantor is the registered proprietor of all or part of the Servient Tenement in respect of which there is a breach.
- 4.2 The Grantor will at all times save harmless and keep indemnified the Grantee from all proceedings, costs (including but not limited to legal costs incurred on a solicitor-client basis), claims and demands in respect of breaches by the Grantor, or persons under the control of the Grantor of the covenants herein contained and implied.

### 5. Arbitration

5.1 If any dispute arises between the parties relating to this Instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.



### **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8920006,6 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Encumbrance



Affected Computer Registers	Land District	
182391	Otago	
499605	Otago	
Annexure Schedule: Contains 8	Pages.	<del></del>
Encumbrancer Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancer and that the party has the legal capacity to authorise	N.
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Signature		
Signed by Kenneth Francis McK	enzie as Encumbrancer Representative on 28/09/2011 04:55 PM	
Encumbrancee Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancee and that the party has the legal capacity to authorise	V
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I certify that I hold evidence show prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr a	s Encumbrancee Representative on 03/11/2011 09:34 AM	

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

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Dated 21/11/2011 5:18 pm

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### Form E

#### **Encumbrance instrument**

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if apolicable)	All/part	Area/Description of part or stratum
182391	All	
499605	Ali	

#### Encumbrancer

CHARLES LAYTON ROBERTS and CHRISTINE JENNIFER ROBERTS

#### Encumbrancee

MT CARDRONA STATION LIMITED

Estate or interest to be encumpared	insert e.g. ree simple, Leasenoid in Lease No. etc.
Fee Simple	
Encumbrance Memorandum Number	
Encumbrance Memorandum Number Not Applicable	

Nature of security State whether sum of money, annuity or rentcharge and amount
Continued on Annexure Schedule 2

### Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrances the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the Annexure Schedule(s) and so as to incorporate in this Encumbrance the terms and other provisions set out in the and Annexure Schedule(s) for the better securing to the Encumbrance the payment(s) secured by this Encumbrance, and compliance by the Encumbrance with the terms of this encumbrance.

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1 Length of Lenn See Annexure	Schedule 2
2 Payment date(s)	
3 Rate(s) of interest	
4 Event(a) in which the sum, annuity or	renicharge becomes payable
5 Event(s) in which the sum, annuity or	
Covenants and conditions	Continue in Annexure Schedule(s), if required
Continued on Annexure So	shadula 2
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Modification of statutory provisions	Continue in Annexure Schedule(s), if required
Continued on Annexure So	chedule 2

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#### Annexure Schedule 2

### Continuation of Nature of Security, Covenants and Conditions and Modification of Statutory Provisions

### **BACKGROUND**

- The Encumbrancer is registered as proprietor of the fee simple estate in the
- The Encumbrancer has agreed to grant the Encumbrancee a right of first refusal to purchase any part of the Land. B.
- Ç. In order to secure the right of first refusal and to bind successors in title of the Encumbrancer, the Encumbrancer wishes to encumber the Land for the benefit of the Encumbrancee on the terms and conditions contained in this Encumbrance.

#### **OPERATIVE PARTS**

- 1. Interpretation
- 1.1 In this Encumbrance, unless the context otherwise requires:

"Encumbrancee"

means Mt Cardrona Station Limited.

"Encumbrancer"

means the registered proprietor of the Land or any part of the Land from time to time.

"Land"

means all the land in Lot 6, Deposited Plan 34432 (CFR 182391) and Lot 1 Deposited Plan 425263 (CFR 499605).

"LTA"

means the Land Transfer Act 1952.

"PLA"

means the Property Law Act 2007.

"Rent Charge"

means the charge described in clause 2.

"Working Day"

has the meaning given to it under section 4 of the PLA.

- 1.2 For the avoidance of doubt:
  - Words importing the singular number include the plural and vice versa;
  - A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
  - References to the parties are references to the Encumbrancee and the Encumbrancer.

- d. This Encumbrance binds or benefits the parties and their helrs, executors, successors and assigns for the term of this Encumbrance.
- e. References to clauses are to those named in this Encumbrance;
- f. Headings are for convenience only and do not affect interpretation;
- g. Statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and
- h. A reference to "written" or "writing" includes facsimile communications.

### 2. Term and Rent Charge

- 2.1 The term of this Encumbrance commences on the date of this Encumbrance and expires on that date which is 999 years from the date of this Encumbrance ("Term").
- 2.2 Subject to clause 2.3, the Encumbrancer encumbers the Land for the benefit of the Encumbrancee for the Term, with an annual rent charge ("the Rent Charge") of \$1,000.00 to be paid on each anniversary of the date of this Encumbrance.
- 2.3 If during the year preceding the date of this Encumbrance and each successive year after that there has been no breach of the covenants and obligations of the Encumbrancer contained in this Encumbrance, the Rent Charge will be deemed to have been paid.
- 2.4 The Rent Charge will determine immediately and the Encumbrancer will be entitled to a release of this Encumbrance if all covenants expressed in this Encumbrance become obsolete or no longer enforceable.

### 3. Covenants

- 3.1 The parties covenant with each other to perform their respective obligations set out in clauses 4 to 9 (inclusive).
- 4. Successors in title
- 4.1 Subject to clause 2, this Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of the Land or any part of the Land, all such successors in title must comply with the covenants of this Encumbrance.

### 5. Right of First Refusal

5.1 The Encumbrancer agrees to grant a right of first refusal to the Encumbrancee to purchase all or any part of the Land on the terms set out in this clause.

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- 5.2 Before selling, disposing of, or transferring the Land (or any interest in it or part of it) at any time, the Encumbrancer agrees to first give written notice ("Offer") to the Encumbrancee. The notice will specify the terms on which the Encumbrancer would be prepared to sell the Land. The notice will be deemed to be an offer to sell the Land to the Encumbrancee at the price nominated by the Encumbrancer in it.
- 5.3 The Offer will be deemed to include the provisions of the then current edition of the Real Estate Institute of New Zealand and Auckland District Law Society form of agreement for sale and purchase of real estate (or if such form no longer exists, the form of sale agreement commonly used by practitioners in the area of the Land), with the modifications specified in the Offer.
- 5.4 The Encumbrancee agrees to give written notice to the Encumbrancer accepting or declining the Offer within 10 Working Days of receiving it. Time is of the essence.
- 5.5 The Encumbrancer and Encumbrancee may also sell any agreed chattels with the Land at a price they agree.
- 5.6 The Encumbrancer may withdraw the Offer at any time before the Encumbrancee accepts it under clause 5.4.
- 5.7 On accepting the Offer, the Encumbrancee will immediately pay the Encumbrancer a deposit equivalent to 10% of the offered price. The balance will be paid in cash on settlement. Settlement will take place 30 days after the Encumbrancer receives the notice given under clause 5.4. The parties may agree to any other settlement date.
- 5.8 If the Encumbrancee does not notify the Encumbrancer within the time specified in clause 5.4 (time being of the essence) or if the Encumbrancee declines the Offer, the Encumbrancer can sell the Land to any other person. The price at which the Land is sold must not be less than that specified in the Offer or on more favourable terms than the Offer.
- 5.9 Before selling the Land at a lower price or on more favourable terms than specified in the Offer, or after a period of more than 6 months from the date of any prior Offer, the Encumbrancer will make a new offer to the Encumbrancee under clause 5.2. The remaining provisions of this Encumbrance will apply. The parties intend that each time the price is lowered from the previous offer, the Encumbrancer must offer the Land at the lower price to the Encumbrancee first under clause 5.4.
- 6. Dispute Resolution
- 6.1 If a party has any dispute with the other party in connection with this Encumbrance:
  - a. That party will promptly give full written particulars of the dispute to the others.
  - b. The parties will promptly meet together and in good faith try and resolve the dispute.

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- 6.2 If the dispute is not resolved within 5 Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 6.3 A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
- 6.4 The mediation procedure is:
  - a. The parties will appoint a mediator and if they fail to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - b. The parties must co-operate with the mediator in an effort to resolve the dispute.
  - If the dispute is settled, the parties must sign a copy of the terms of the settlement.
  - d. If the dispute is not resolved within 10 Working Days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - e. Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- 6.5 The terms of settlement are binding on the parties and override the terms of the deed if there is any conflict.
- 6.6 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 6.7 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible in any arbitration or legal proceedings.
- 6.8 Either party may commence arbitration proceedings when mediation ceases under clause 6.4d above.
- 6.9 If the dispute is referred to arbitration:
  - a. The arbitration will be conducted by one arbitrator appointed by the parties.
  - b. If the parties cannot agree on an arbitrator within 10 Working Days the appointment will be made by the president of the New Zealand Law Society or the president's nominee.
  - c. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.

- 6.10 Neither party will unreasonably delay the dispute resolution procedures in this clause 6.
- 6.11 This clause 6 does not apply to:
  - Any dispute arising in connection with any attempted renegotiation of this Encumbrance; or
  - b. An application by either party for urgent interlocutory relief.
- 6.12 Pending resolution of any dispute the parties will perform this Encumbrance in all respects including performance of the matter which is the subject of dispute.
- 7. Modification of the Statutory Provisions
- 7.1 Section 203 of the PLA applies to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee):
  - the Encumbrancee is entitled to none of the powers and remedies given to encumbrancees by the LTA and the PLA;
  - no covenants on the part of the Encumbrancer and its successors in title are implied in this Encumbrance other than the covenants for further assurance implied by section 154 of the LTA.
- 7.2 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
  - a. The creation, variation or surrender of an easement (section 90E (3) LTA);
  - b. The variation of a mortgage instrument or priority of mortgages (sections 102 (4) and 103(3) LTA);
  - The disposal of a licence or shares to which the licence relates (section 121 I (1) LTA); and
  - d. The creation, variation or surrender of a land covenant,

and this consent will be deemed to be the consent of the mortgagee (which term includes encumbrance) as specified in the LTA to the registration of a particular instrument specified in clauses (a) to (d) inclusive above.

- 7.3 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent), then the Encumbrancee will immediately, at the request of the Encumbrancer, give that consent.
- 8. Waiver
- 8.1 Any failure by a party to enforce any clause of this Encumbrance, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Encumbrance.

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### 9. General

- 9.1 Any notice required to be served on any party will be in writing and served in accordance with the PLA.
- 9.2 The Encumbrancer will pay the Encumbrancee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Encumbrancee's rights, remedies and powers in this Encumbrance and will indemnify the Encumbrancee against all claims and proceedings arising out of the breach by the Encumbrancer of any of its obligations set out in this Encumbrance.

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### **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type 8920006.10 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Eascment Instrument



Affected Computer Registers	Land District	
426694	Otago	
528557	Otago	
528558	Otago	
Annexure Schedule: Contains 5	Pages.	
Grantor Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
I certify that the Mortgagee unde	er Mortgage 5376690.1 has consented to this transaction and I hold that consent	V
Mortgage 7911960.2 does not affect the servient tenement, therefore the consent of the Mortgagee is not required		V
Encumbrance 8827609.6 does no required	ot affect the servient tenement, therefore the consent of the Encumbrancec is not	V
Signature		
Signed by Kenneth Francis McK	Lenzie as Grantor Representative on 02/11/2011 01:10 PM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr	as Grantee Representative on 03/11/2011 09:39 AM	
	*** End of Report ***	

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

APPROVED neral of Land
neral of Land
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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 ad	ditional Annexure Schedule, if required
Purpose (Nature and	Shown (plan	Servient Tenement	Dominant Tenement
extent) of easement; profit or covenant	reference)	(Computer Register)	(Computer Register) or in gross
Land covenants (as	Lot 1 DP 433836	Lot 1 DP 433836	Lot 2 DP 433836, Lots 3, 7, 8, DP
detailed in Annexure		(528557)	21223, Lots 4 and 5 DP 344432
Schedule 1)			(528558) Lot 6 DP 407594 (426694)
·			(**************************************
	[		
	1		

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

Delete phrases in [ ] and insert n equired	nemorandum number as required; continue in additional Annexure Schedule, if
Unless otherwise provided bolov prescribed by the Land Transfer F	r, the rights and powers implied in specified classes of easement are those Regulations 2002 and/or Schedule Five of the Property Law Act 2007
The implied rights and powers are	hereby <del>[varied] [negatived]</del> [ <del>added to]</del> or [ <del>substituted]</del> by:
[Memorandum mumber	, registered under section 185A of the Land Transfer Act 1952]
(the provisions set out in Annexur	
Covenant provisions  Delete phrases in [ ] and insert a equired	Memorandum number as require; continue în additional Annexure Schedule,
Delete phrases in [ ] and insert a equired  The provisions applying to the spe	ecified covenants are those set out in:
Delete phrases in [ ] and insert a equired	
Delete phrases in [ ] and insert a equired  The provisions applying to the spe	ecified covenants are those set out in:
Delete phrases in [ ] and insert a equired  The provisions applying to the spending to the spe	ecified covenants are those set out in:
Delete phrases in [ ] and insert a equired  The provisions applying to the spending to the spe	ecified covenants are those set out in:
Delete phrases in [ ] and insert a equired  The provisions applying to the spending to the spe	ecified covenants are those set out in:
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Delete phrases in [ ] and insert a equired  The provisions applying to the spending to the spe	ecified covenants are those set out in:

REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Annexure Schedule: Page:3 of 5

Form L

Annexure Schedule

Insert instrument type

Easement

Continue in additional Annexuro Schedule, it required

#### Annexure Schedule 1

#### CONTINUATION OF COVENANT PROVISIONS

#### 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 covenants set out in this Instrument.

#### **Operative Part**

Interpretation

in this instrument unless the context otherwise requires:

"Building" means any structure, man-made or otherwise, including, but not limited to:

- a. Buildings;
- b. Trees exceeding 4 metres in height;
- c. Hedges exceeding 4 metres in height; and
- d. Clothes lines

#### but excluding:

- a. a fence or wall less than one metre in height above Ground Level; or
- any other structure less than five square metres in area and less than one metre in height above Ground Level.

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<sup>&</sup>quot;Covenants" means the covenants set out in this Instrument.

<sup>&</sup>quot;Dominant Tenement" means the land described in Schedule A as the dominant tenement which has the benefit of the Covenants.

<sup>&</sup>quot;Grantee" means the registered proprietors of the Dominant Tenement from time to time.

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Form L

Page 2 of 3

#### Annexure Schedule

Insert instrument type

Easement

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

"Ground Level" means the ground level of the Servient Tenement as at the date of registration of this instrument.

"Instrument" means the front page of this instrument, Schedule A, Annexure Schedule 1 and Annexure Schedule 2.

"No Build Covenant Area" means the land within Lot 1 DP 433836.

"Servient Tenement" means the land described in Annexure Schedule A as the servient tenement which is subject to the Covenants.

- 1.2 For the avoidance of doubt:
  - Words importing the singular number include the plural and vice versa.
  - b. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
  - c.s This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- 2. No Build Covenant
- 2.1 Without limiting the Grantor's obligations under clause 3, the Grantor covenants and agrees not to erect any Building or to allow any Building to remain on the No Build Covenant Area.
- 3. General Covenants
- 3.1 The Grantor covenants and agrees;
  - a. to observe and perform all the Covenants at all times; and
  - that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement.
- 3.2 The Grantor covenants and agrees:
  - To pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement of the Grantee's rights, remedies and powers under this Instrument.
  - To Indemnify the Grantee against all claims and proceedings arising out of a breach by the Granter of any of its obligations under this Instrument.

MWK-676047-33-30-V1

Page 3 of 3

Form L	ANARAA AA III AANIMIN II WI TI TI TI AAA I AMITTAMII MAA II AA III
Annexure Schedule	
Insert instrument type	
Easement	
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c. To pay the Grantee interest on all amounts due by the Grantor to the Grantee at the rate of 12% per annum from the date of demand until paid.

#### 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 Grantee's other rights, this Instrument binds the Grantor'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.

MWK-676047-33-30-VI



### **View Instrument Details**

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8920006.11 Registered 21 Nov 2011 17:18 Reid, Daphne Mabel Encumbrance



Affected Computer Registers	Land District	
528557	Otago	
Annexure Schedule: Contains 8	Pages.	
Encumbrancer Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancer and that the party has the legal capacity to authorise	8
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Kenneth Francis McK	Lenzie as Encumbrancer Representative on 02/11/2011 01:11 PM	
Encumbrancee Certifications		
I certify that I have the authority me to lodge this instrument	to act for the Encumbrancee and that the party has the legal capacity to authorise	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr	as Encumbrancee Representative on 03/11/2011 09:40 AM	
	*** End of Report ***	

© Copyright: Land Information New Zealand

Dated 21/11/2011 5:19 pm

Annexure Schedule: Page:1 of 8

#### Encumbrance instrument (Section 101 Land Transfer Act 1952)

			APPROVED
Affected Instrument Identifier			Registrar-General of Land
and type (if applicable)	All/part	Area/Description of part or stratum	
528557	Ali		
Encumbrancer Charles Layton Roberts and Ch	ristine Jenr	alfer Roberts	
Encumbrancee			
Mt Cardrona Station Limited			
Estate or interest to be encumb	ered	Insert e.g. Fee simple:	Leasefiold in Lease No. etc.
Fes Simple	***		
Encumbrance Memorandum Nu	mber		
Not Applicable			
Nature of security Continued on Schedule 2		State whether sum of money, annu	ity or rentcharge and amount
Encumbrance		Dalata	
		Delate	words in [], as appropriate
in the <del>(above Encumbrance Mem</del> the terms and other provisions s	nnuity or ren <del>rorandum]</del> [A et out in the cumbrancee	It of the Encumbrancee the land in the tcharge, to be raised and paid in accordance where Schedule(s)] and so as to inco [above Encumbrance Memorandum] [at the payment(s) secured by this Encumbrance.	dance with the terms set out porate in this Encumbrance

REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

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Terms	
1 Length of term See Annexure Schedule 2	
2 Payment date(s)	
3 Rate(s) of interest	
4 Event(s) in which the sum, annuity or rentcharge bac	omes payable
5 Event(s) in which the sum, annuity or rentcharge cea	ses lo be payable
Covenants and conditions	Continue in Annexure Schedule(s), if required
Continued on Annexure Schedule 2	19,
Modification of statutory provisions	Continue In Annexure Schedule(s), If required
Continued on Annexure Schedule 2	a since and on in required
: 	

REF: 7208 - AUCKLAND DISTRICT LAW SOCIETY INC.

Form L

Annexure Schedule

Insert Instrument type

Encumbrance

Continue in additional Annexure Schedule, if required

#### Annexure Schedule 2

# Continuation of Nature of Security, Covenants and Conditions and Modification of Statutory Provisions

#### **BACKGROUND**

- The Encumbrancer is registered as proprietor of the fee simple estate in the Land,
- B. The Encumbrancer has agreed to grant the Encumbrancee a right of first refusal to purchase any part of the Land.
- C. In order to secure the right of first refusal and to bind successors in title of the Encumbrancer, the Encumbrancer wishes to encumber the Land for the benefit of the Encumbrancee on the terms and conditions contained in this Encumbrance.

#### **OPERATIVE PARTS**

- 1. Interpretation
- 1.1 In this Encumbrance, unless the context otherwise requires:

"Encumbrancee"

means Mt Cardrona Station Limited.

"Encumbrancer"

means the registered proprietor of the Land or any part

of the Land from time to time.

"Land"

means all the land in Lot 1, Deposited Plan 433836

(CFR 528557).

"LTA"

means the Land Transfer Act 1952.

'PLA"

means the Property Law Act 2007.

"Rent Charge"

means the charge described in clause 2.

"Working Day"

has the meaning given to it under section 4 of the PLA.

- 1.2 For the avoidance of doubt;
  - a. Words importing the singular number include the plural and vice versa;

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Form L

Page 2 of 6

#### Annexure Schedule

Insert instrument type

#### Encumbrance

- A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done;
- c. References to the parties are references to the Encumbrancee and the Encumbrancer.
- d. This Encumbrance binds or benefits the parties and their heirs, executors, successors and assigns for the term of this Encumbrance.
- e. References to clauses are to those named in this Encumbrance:
- f. Headings are for convenience only and do not affect Interpretation;
- g. Statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute; and
- h. A reference to "written" or "writing" includes facsimile communications.
- 2. Term and Rent Charge
- 2.1 The term of this Encumbrance commences on the date of this Encumbrance and expires on that date which is 999 years from the date of this Encumbrance ("Term").
- 2.2 Subject to clause 2.3, the Encumbrancer encumbers the Land for the benefit of the Encumbrancee for the Term, with an annual rent charge ("the Rent Charge") of \$1,000.00 to be paid on each anniversary of the date of this Encumbrance.
- 2.3 If during the year preceding the date of this Encumbrance and each successive year after that there has been no breach of the covenants and obligations of the Encumbrancer contained in this Encumbrance, the Rent Charge will be deemed to have been paid.
- 2.4 The Rent Charge will determine immediately and the Encumbrancer will be entitled to a release of this Encumbrance if all covenants expressed in this Encumbrance become obsolete or no longer enforceable.
- 3. Covenants
- 3.1 The parties covenant with each other to perform their respective obligations set out in clauses 4 to 9 (inclusive).
- 4. Successors in title
- 4.1 Subject to clause 2, this Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of the Land or any part of the Land, all such successors in title must comply with the covenants of this Encumbrance.

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#### Annexure Schedule

Insert instrument type

Encumbrance

#### 5. Right of First Refusal

- 5.1 The Encumbrancer agrees to grant a right of first refusal to the Encumbrancee to purchase all or any part of the Land on the terms set out in this clause.
- 5.2 Before selling, disposing of, or transferring the Land (or any interest in it or part of it) at any time, the Encumbrancer agrees to first give written notice ("Offer") to the Encumbrancee. The notice will specify the terms on which the Encumbrancer would be prepared to sell the Land. The notice will be deemed to be an offer to sell the Land to the Encumbrancee at the price nominated by the Encumbrancer in it.
- 5.3 The Offer will be deemed to include the provisions of the then current edition of the Real Estate Institute of New Zealand and Auckland District Law Society form of agreement for sale and purchase of real estate (or if such form no longer exists, the form of sale agreement commonly used by practitioners in the area of the Land), with the modifications specified in the Offer.
- 5.4 The Encumbrancee agrees to give written notice to the Encumbrancer accepting or declining the Offer within 10 Working Days of receiving it. Time is of the essence.
- 5.5 The Encumbrancer and Encumbrancee may also sell any agreed chattels with the Land at a price they agree.
- 5.6 The Encumbrancer may withdraw the Offer at any time before the Encumbrancee accepts it under clause 5.4.
- 5.7 On accepting the Offer, the Encumbrancee will immediately pay the Encumbrancer a deposit equivalent to 10% of the offered price. The balance will be paid in cash on settlement. Settlement will take place 30 days after the Encumbrancer receives the notice given under clause 5.4. The parties may agree to any other settlement date.
- 5.8 If the Encumbrancee does not notify the Encumbrancer within the time specified in clause 5.4 (time being of the essence) or if the Encumbrancee declines the Offer, the Encumbrancer can sell the Land to any other person. The price at which the Land is sold must not be less than that specified in the Offer or on more favourable terms than the Offer.
- 5.9 Before selling the Land at a lower price or on more favourable terms than specified in the Offer, or after a period of more than 6 months from the date of any prior Offer, the Encumbrancer will make a new offer to the Encumbrancee under clause 5.2. The remaining provisions of this Encumbrance will apply. The parties intend that each time the price is lowered from the previous offer, the Encumbrancer must offer the Land at the lower price to the Encumbrancee first under clause 5.4.
- 6. Dispute Resolution
- 6.1 If a party has any dispute with the other party in connection with this Encumbrance:

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 Form L

Page 4 of 6

#### Annexure Schedule

Insert instrument type

#### **Encumbrance**

- That party will promptly give full written particulars of the dispute to the others.
- The parties will promptly meet together and in good faith try and resolve the dispute.
- 6.2 If the dispute is not resolved within 5 Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 6.3 A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
- 6.4 The mediation procedure is:
  - a. The parties will appoint a mediator and if they fall to agree the mediator will be appointed by the president of the New Zealand Law Society or the president's nominee.
  - The parties must co-operate with the mediator in an effort to resolve the dispute.
  - If the dispute is settled, the parties must sign a copy of the terms of the settlement.
  - d. If the dispute is not resolved within 10 Working Days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.
  - Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.
- 6.5 The terms of settlement are binding on the parties and override the terms of the deed if there is any conflict.
- 6.6 The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
- 6.7 The parties agree that written statements given to the mediator or to one another, and any discussions between the parties or between the parties and the mediator during the mediation period are not admissible in any arbitration or legal proceedings.
- 6.8 Either party may commence arbitration proceedings when mediation ceases under clause 6.4d above.
- 6.9 If the dispute is referred to arbitration:
  - The arbitration will be conducted by one arbitrator appointed by the parties,

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Form L

Page 5 of 6

#### Annexure Schedule

Insert Instrument type

#### Encumbrance

- b. If the parties cannot agree on an arbitrator within 10 Working Days the appointment will be made by the president of the New Zealand Law Society or the president's nominee.
- The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 6.10 Neither party will unreasonably delay the dispute resolution procedures in this clause 6.
- 6.11 This clause 6 does not apply to:
  - Any dispute arising in connection with any attempted renegotiation of this Encumbrance; or
  - b. An application by either party for urgent interlocutory relief.
- 6.12 Pending resolution of any dispute the parties will perform this Encumbrance in all respects including performance of the matter which is the subject of dispute.
- 7. Modification of the Statutory Provisions
- 7.1 Section 203 of the PLA applies to this Encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent-chargee):
  - the Encumbrancee is entitled to none of the powers and remedies given to encumbrancees by the LTA and the PLA;
  - no covenants on the part of the Encumbrancer and its successors in title are implied in this Encumbrance other than the covenants for further assurance implied by section 164 of the LTA.
- 7.2 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
  - The creation, variation or surrender of an easement (section 90E (3) LTA);
  - The variation of a mortgage Instrument or priority of mortgages (sections 102 (4) and 103(3) LTA);
  - The disposal of a licence or shares to which the licence relates (section 121 I (1) LTA); and
  - d. The creation, variation or surrender of a land covenant,

and this consent will be deemed to be the consent of the mortgagee (which term includes encumbrance) as specified in the LTA to the registration of a particular instrument specified in clauses (a) to (d) inclusive above.

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	Form L	Page 6 of
	Annexure Schedule	
į	Insert instrument type Encumbrance	***
	Elicumbrance	

- 7.3 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent), then the Encumbrancee will immediately, at the request of the Encumbrancer, give that consent.
- 8. Waiver
- 8.1 Any failure by a party to enforce any clause of this Encumbrance, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Encumbrance.
- 9. Genera
- 9.1 Any notice required to be served on any party will be in writing and served in accordance with the PLA.
- 9.2 The Encumbrancer will pay the Encumbrancee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Encumbrancee's rights, remedies and powers in this Encumbrance and will indemnify the Encumbrancee against all claims and proceedings arising out of the breach by the Encumbrancer of any of its obligations set out in this Encumbrance.

MWK-676047-33-31-V)



#### COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



#### Guaranteed Search Copy issued under Section 172A of the Land Transfer Act 1952

Identifier

499605

Land Registration District Otago

Date Issued

29 September 2011

Prior References

182388

Estate

Fee Simple

Area

26.1670 hectares more or less

Legal Description Lot 1 Deposited Plan 425263

**Proprietors** 

Charles Layton Roberts, Christine Jennifer Roberts and Jo-Anne Leslie Johns

#### Interests

Subject to Section 59 Land Act 1948

- 500046 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 --20.7.1978 at 9:35 am
- Appurtenant hereto is a right of way created by Transfer 838333.3 10.9.1993 at 10:33 am
- $\sqrt{\text{Land Covenant in Transfer 5246992.7 11.6.2002 at 9:11 am}}$
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.1 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.2 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water created by Easement Instrument 6057313.4 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey water and a right to transmit electricity created by Easement Instrument 6057313.5 - 28.6.2004 at 9:00 am
- Appurtenant hereto is a right to convey, store and pump water and a right to transmit electricity created by Easement Instrument 6097426.1 - 30.7.2004 at 9:00 am
- Appurtenant to part (formerly in CT 142657) is a right of way, a right to transmit electricity and telecommunications and a right to convey water created by Easement Instrument 6097426.5 - 30.7.2004 at 9:00 am
- $\checkmark$ Land Covenant in Easement Instrument 8079074.1 20.2.2009 at 9:00 am
- Land Covenant in Easement Instrument 8079074.2 20.2.2009 at 9:00 am
- Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.6 - 13.3.2009 at 9:00 am
- Appurtenant hereto is a right of way and a right to convey water, electricity, gas, telecommunications and computer media created by Easement Instrument 8100093.7 - 13.3.2009 at 9:00 am
- /Land Covenant in Easement Instrument 8100093.8 13.3.2009 at 9:00 am
- Appurtenant hereto is a right of way, a right to transmit electricity and telecommunications and a right to
- Appurtenant hereto is a right of way and a right to convey water, telecommunications, computer media and MSL (CO) electricity created by Easement Instrument 8574798.5 29.9.2011 at 9:42 am

The easements created by Easement Instrument 8574798.5 are subject to Section 243(a) Resource Management Act 1991

8574798.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.9.2011 at 9:42 am

Transaction Id

Guaranteed Search Copy Dated 13/07/16 10:46 am, Page 1 of 13 Register Only

Surrender & Bucklands

Client Reference proberts004

Identifier

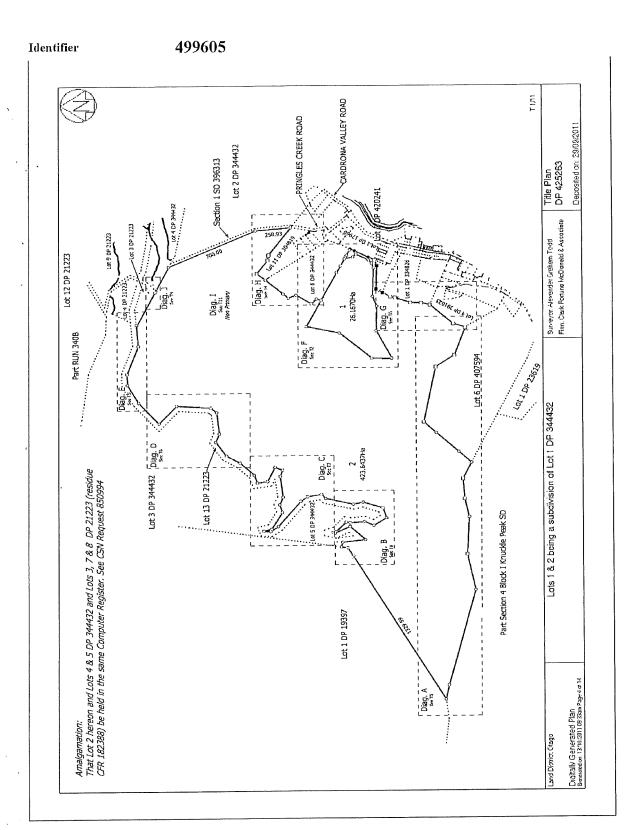
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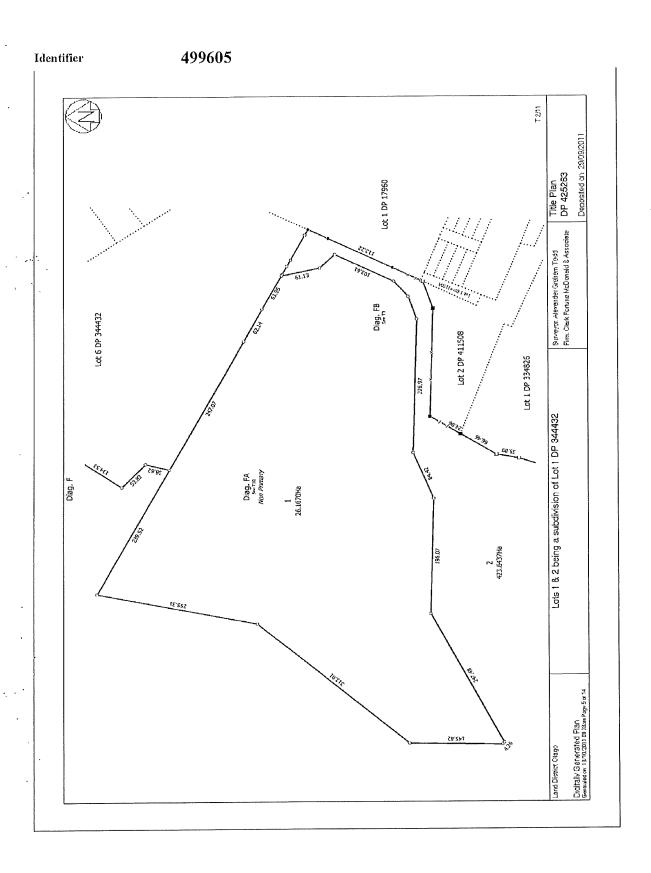
Land Covenant in Easement Instrument 8920006.4 - 21.11.2011 at 5:18 pm

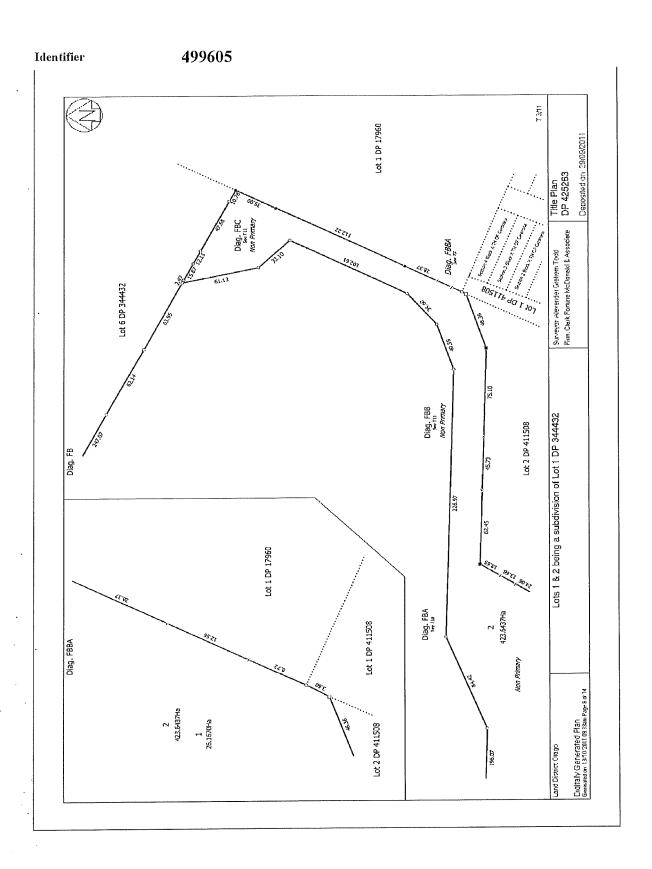
Land Covenant in Easement Instrument 8920006.5 - 21.11.2011 at 5:18 pm

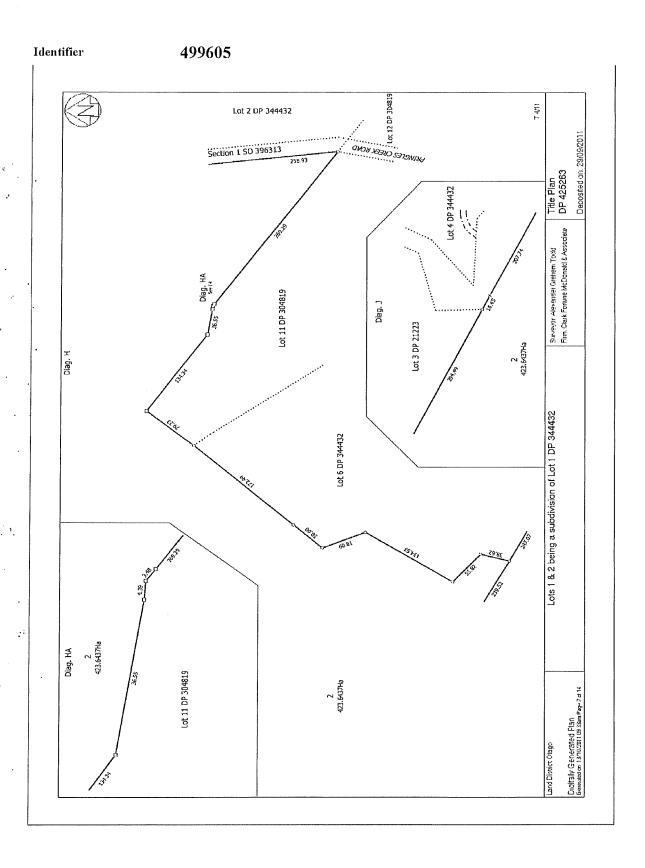
8920006.6 Encumbrance to Mt Cardrona Station Limited - 21.11.2011 at 5:18 pm

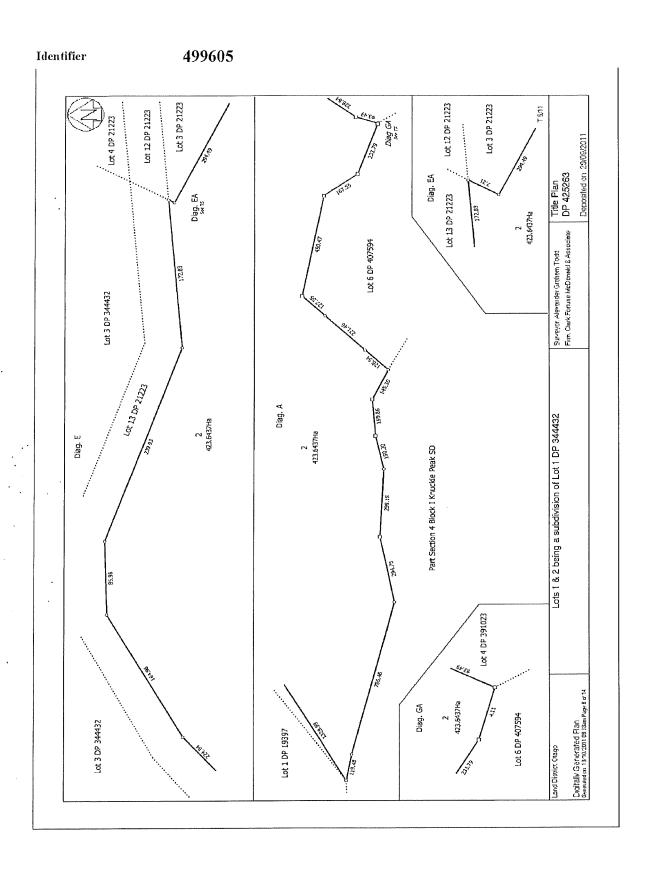
9056743.4 Mortgage to ANZ National Bank Limited - 3.5.2012 at 4:41 pm

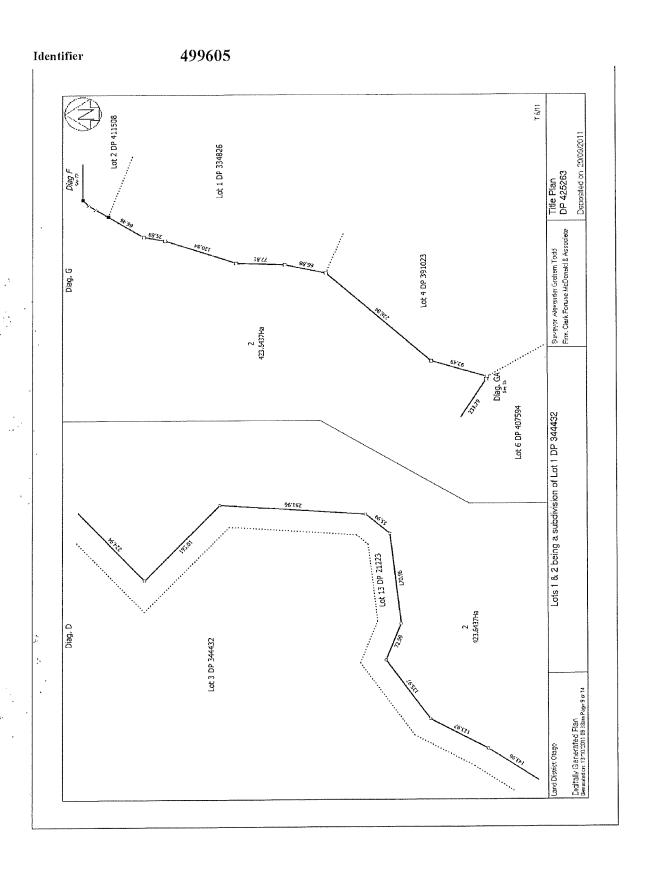


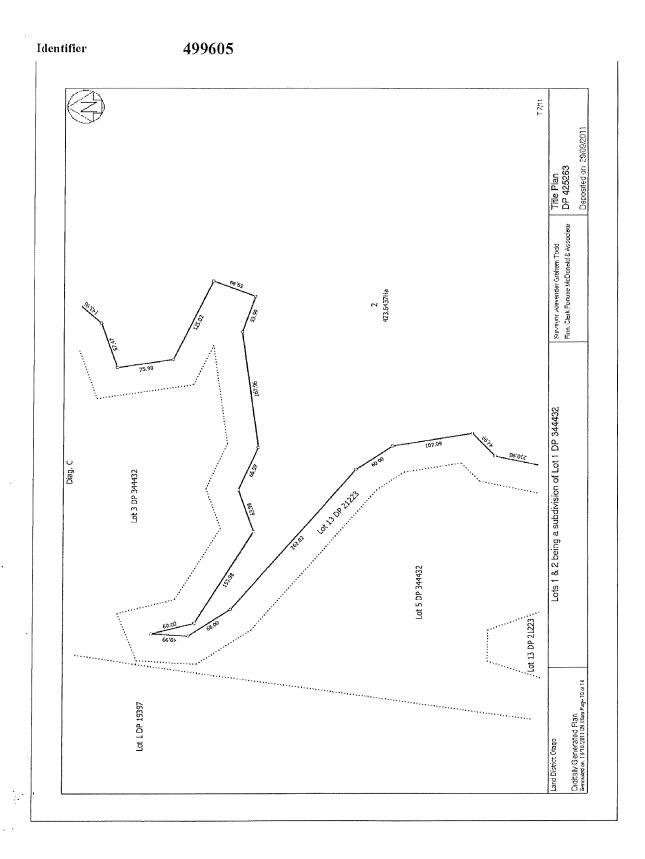


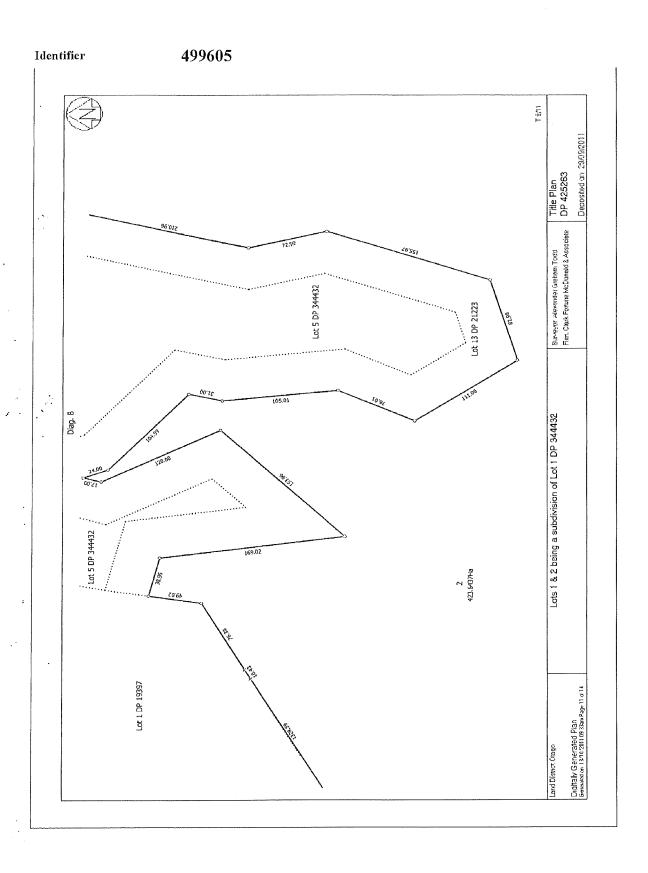


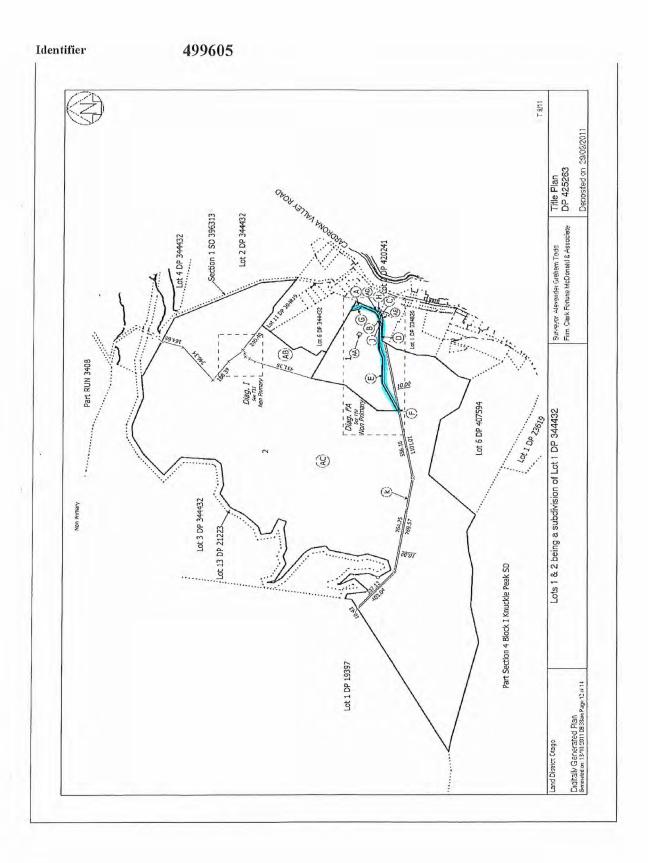


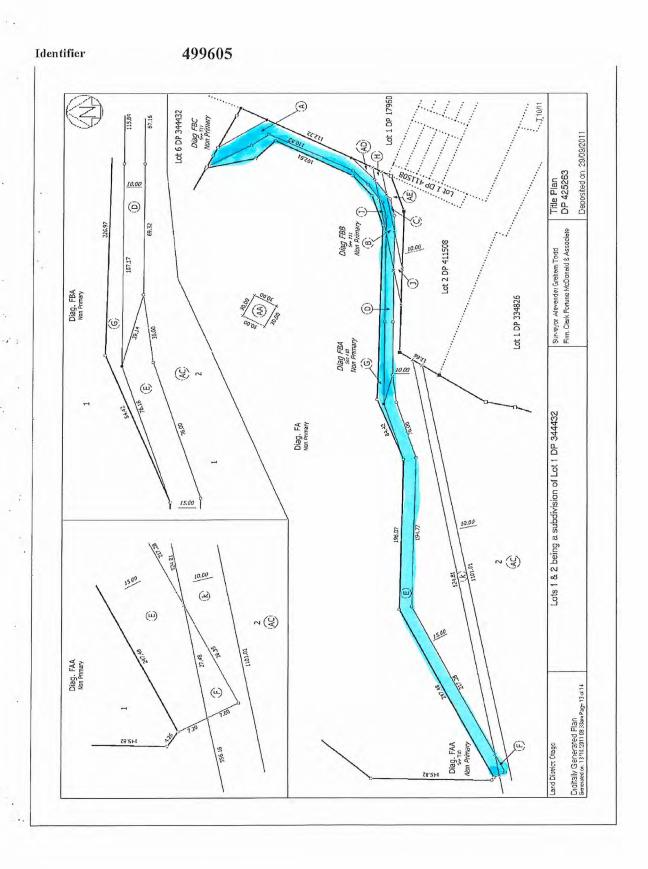


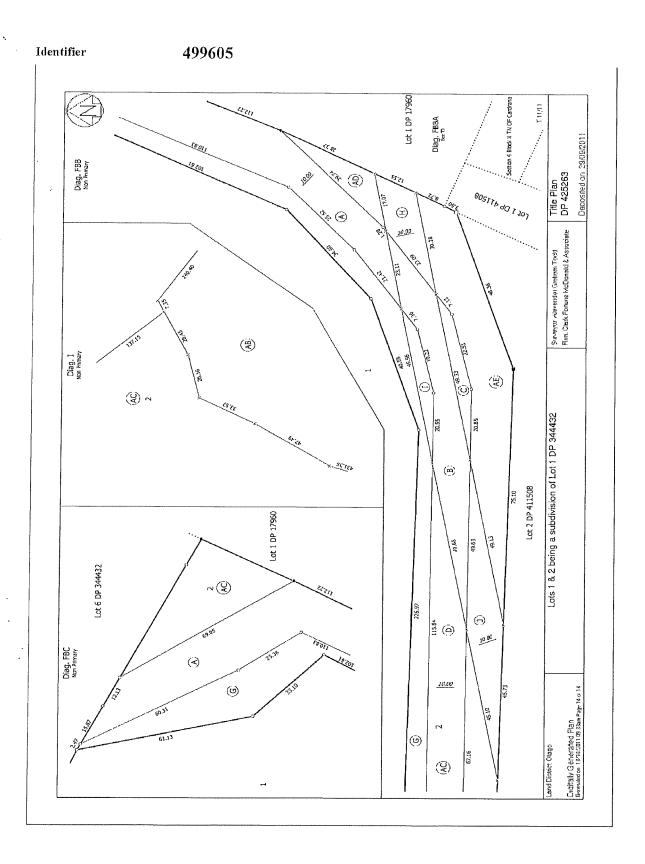












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Approved by Registrar-General of Land under No. 2002/6055

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

Sections 90A and 90F, Land Transfer Act 1952 El 6057313.5 Easement Int.

Cpy - 01/01, Pgs - 002.265/00/04,13:27

OTAGO

Paul Andrew ARNOTT and Karen Lea VOLICH

Grantee

Grantor

Surname(s) must be underlined or in CAPITALS.

Surname(s) must be underlined or in CAPITALS.

CARDRONA HOLDINGS LIMITED

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

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

Dated this 14th day of June 2004

Attestation

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name ANDREW COTTEN

Occupation SOLICITOR

Signature [common seal] of Grantor

Address 185 Elizabeth Street Sydney

John hel Director

M. A. Lee

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed) Witness name

Occupation

Address

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

[Solicitor for] the Grantee

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

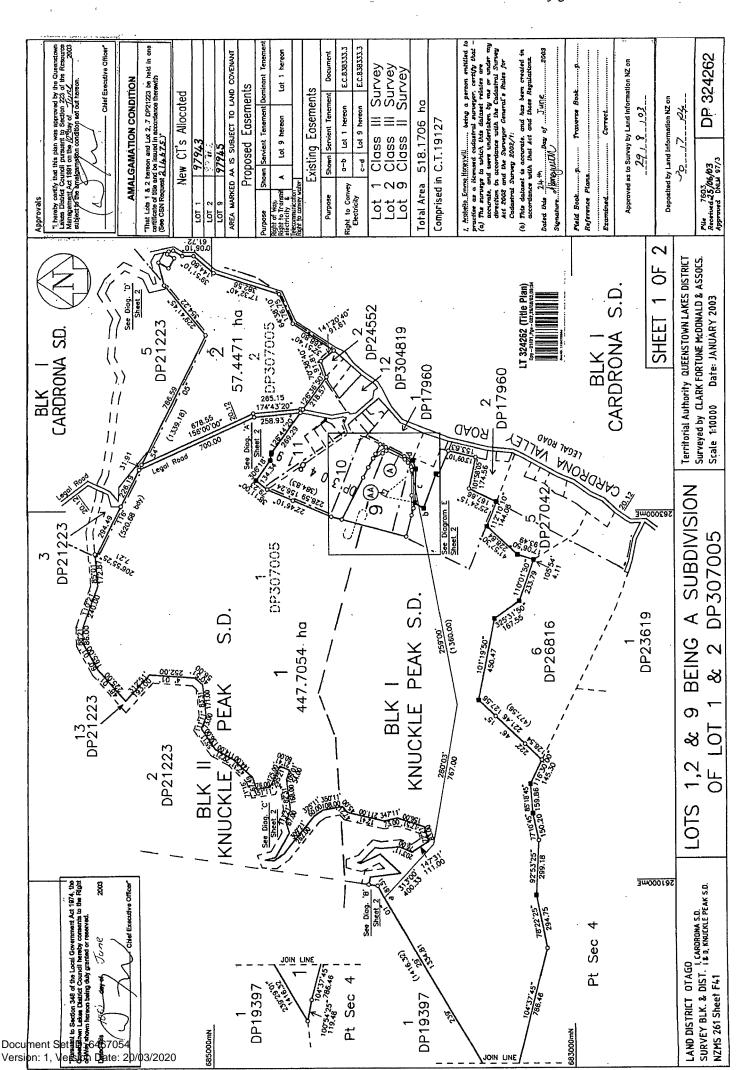
REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

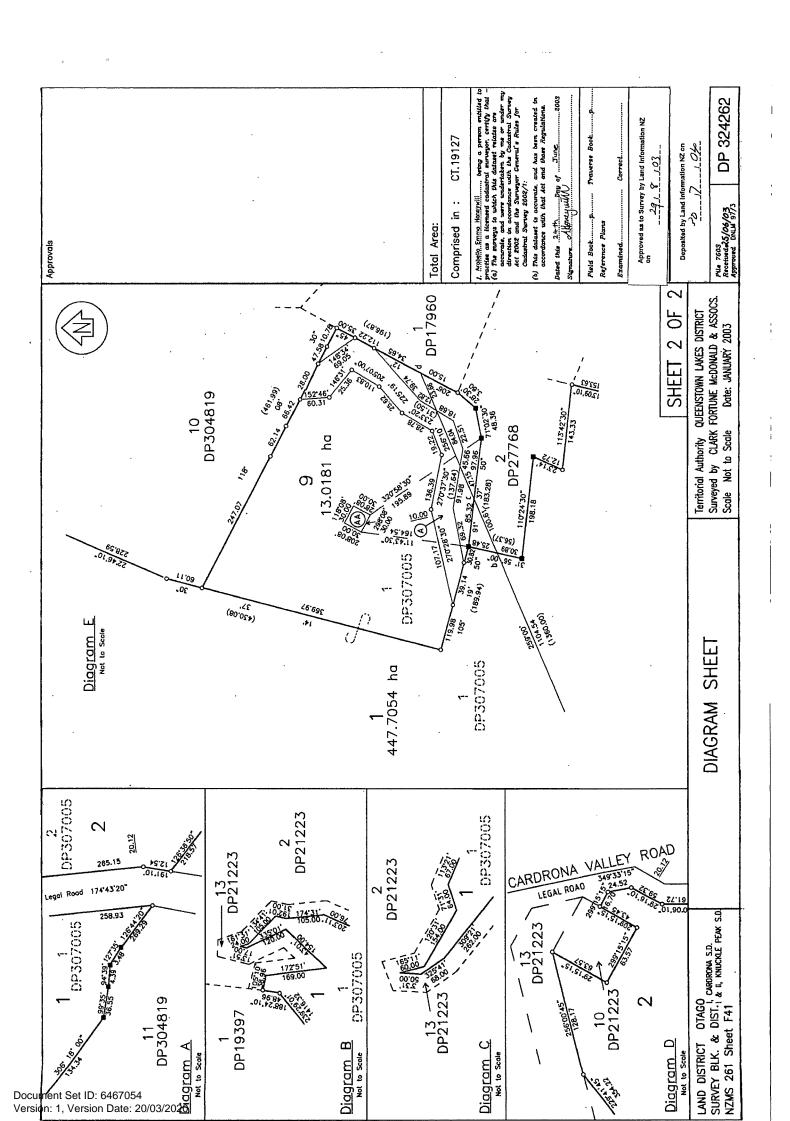
# Approval 6 02/6055EF 3

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

Easement Instrument	Dated 14 Jun	ne 2004	Page 1 at 1
	11, 00	12 2004	Page 1 of 1 pages
Schedule A		(Continue in additional A	Annexure Schedule if require
Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross
Right to Convey Water and Transmit Electricity	Y, GG Deposited Plan 304819	Lot 8 Deposited Plan 304819 CT OT 19123	Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 21223 CT OT 19127
asements or <i>profits à prei</i> ights and powers (includir erms, covenants, and cond	ng ditions)	Delete phrases in [ ] an number as required. Continue in additional A required.	กกexure Schedule If
Unless otherwise provided prescribed by the Land Train	below, the rights and powensfer Regulations 2002 and/	ers implied in specific class or the Ninth Schedule of the	ses of easement are those Property Law Act 1952.
	ers are [varied] [negatived]		
[Memorandum number		ed under section 155A of the	
(the provisions set out in An			c Edild Translet Act [802].
ovenant provisions elete phrases in [ ] and inse ontinue in additional Annexu	rt memorandum number as re Schedule If required,	required.	
The provisions applying to ti	he specified covenants are t	hose set out in:	
Memorandum number	, registere	d under section 155A of the	Land Transfer Act 1952]
Annexure Schedule 2].			
All signing parties a	and either their witnesses	or solicitors must sign or	initial in this box
ACIA			

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY







## View Instrument Details

Instrument No.
Status
Date & Time Lodged
Lodged By
Instrument Type

8574798.5 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne Easement Instrument



Affected Computer Registers	Land District	
499605	Otago	
499606	Otago	
Annexure Schedule: Contains 4	Pages.	
Grantor Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	×
Caveat 8474689.1 is limited in i	ts effect and does not forbid the registration of this transaction	V
I certify that the Mortgagee under	er Mortgage 7911960.2 has consented to this transaction and I hold that consent	<b>V</b>
Signature		
Signed by Michael Wayne Kerr	as Grantor Representative on 28/09/2011 08:28 AM	
Grantee Certifications		
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	W.
I certify that I have taken reason instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provisor do not apply	sions specified by the Registrar for this class of instrument have been complied with	₩.
I certify that I hold evidence sho prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Michael Wayne Kerr	as Grantee Representative on 28/09/2011 08:28 AM	

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

Annexure Schedule: Page:1 of 4

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

2009/6229EF APPROVED Registrar-General of Land

Mt Cardrona Station Limited						
Grantee						
Mt Cardrona Station Limited						
Grant of Easement or <i>Profit</i>	à prendre or Creati	on of Covenant				
Grantee (and, if so stated, in	n aross) the easemer	nt(s) or p <i>rofit(s) à prendr</i>	) set out in Schedule A grants to the e set out in Schedule A, or creates the is set out in the Annexure Schedule(s)			
Schedule A		Continue in ad	ditional Annexure Schedule, if required			
Purpose (Nature and extent) of easement; profit or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross			
Right of Way, Right to Convey Water, Right to Convey Telecommunications and Computer Media and Right to Convey Electricity	A, B, C, D, E, F, G & I on DP 425263	Lot 2 on DP 425263 (CFR 499606)	Lot 1 on DP 425263 (CFR 499605)			

REF: 7203 – AUCKLAND DISTRICT LAW SOCIETY INC.

Grantor

Easements or profits à prer	ndre rights and powers (including terms, covenants and conditions)
Delete phrases in [ ] and in required	sert memorandum number as required; continue in additional Annexure Schedule, if
Unless otherwise provided prescribed by the Land Tran	below, the rights and powers implied in specified classes of easement are those insfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007
The implied rights and powe	ers are hereby [ <del>varied</del> ] [ <del>negatived]</del> [added to] or [ <del>substituted]</del> by:
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952}
[the provisions set out in Ann	nexure Schedule 2 ]
Covenant provisions	
Delete phrases in [ ] and in required	isert Memorandum number as require; continue in additional Annexure Schadule, If
The provisions applying to th	ne specified covenants are those set out in.
[Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
[Annexure Schedule ]	
	i
	j
	:

REF: 7203 - AUCKLAND DISTRICT LAW SOCIETY INC.

227

Page 1 of 2

Annexure Schedule: Page:3 of 4

Continue in additional Annexure Schedule, if required

#### **ANNEXURE SCHEDULE 2**

#### 1. Maintenance

Form L

Annexure Schedule

Insert instrument type

Easement

1.1 The maintenance provisions in the Fourth Schedule to the Land Transfer Regulations 2002 are amended so that any maintenance, repair or replacement of any easement facility that is necessary because of any act or omission by the user (which includes any agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that person or grantee or in such proportion as relates to the act or omission.

#### 2. Conflict of Terms

2.1 Where there is conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Fifth Schedule, and the modifications in this Easement Instrument, the modifications must prevail.

#### 3. Vesting of Roads

- 3.1 The Grantee consents to the deposit of any survey plan ("Survey Plan") by the Grantor or any successor in title to the Grantor in respect of the Servient Tenement which has the effect of vesting any road in any local authority, territorial authority or the Crown, and agrees that the easements in this Instrument shall cease to apply in respect of the land within such road upon the date of lodgement with Land Information New Zealand (or any replacement entity) of the required documents to deposit the Survey Plan and this clause will be deemed to be the consent of the Grantee to the deposit of the Survey Plan.
- 3.2 If it is determined that further written consent is required from the Grantee in respect of the matters provided for under clause 3.1 (rather than deemed consent), then the Grantee will immediately, at the request of the Grantor, give that written consent.
- 3.3 The Grantee hereby irrevocably appoints the Grantor or its successor in title as its attorney to sign any consents necessary under clause 3.2 provided that the Grantor shall not be entitled to exercise its rights to sign any such consent under this clause unless:
  - the Grantor has requested written consent from the Grantee under clause 3.2; and

AJI-676047-32-9-V1

Annexure Schedule: Page: 4 of 4

Page 2 of 2

Annexure Sch		
ł	the Grantee has failed or refused to provide such written consent to the Grantor within 7 days of the date of such request being served on the Grantor.	- 16

AJI-876047-32-9-V1

Form L





## Title Plan - DP 425263

Survey Number

DP 425263

Surveyor Reference 9864 McDougalls

Surveyor

Alexander Graham Todd

Survey Firm

Clark Fortune McDonald & Associates

Surveyor Declaration I Alexander Graham Todd, being a licensed cadastral surveyor, certify that:

(a) this dataset provided by me and its related survey are accurate, correct and in accordance with the

Cadastral Survey Act 2002 and the Rules for Cadastral Survey 2010, and (b)the survey was undertaken by me or under my personal direction.

Declared on 01 Oct 2010 02:00 PM

Survey Details

Dataset Description Lots 1 & 2 being a subdivision of Lot 1 DP 344432

Status

Deposited

**Land District** 

Otago

**Survey Class** 

Class B

Submitted Date

01/10/2010

Survey Approval Date 15/10/2010

**Deposit Date** 

29/09/2011

#### **Territorial Authorities**

Queenstown-Lakes District

#### Comprised In

CT 182388

Created	Parcels
Createu	r airceis

Circuted 1 directs			
Parcels	Parcel Intent	Area	CT Reference
Area AD Deposited Plan 425263	Land Covenant		
Area AE Deposited Plan 425263	Land Covenant		
Area AB Deposited Plan 425263	Land Covenant		
Area AC Deposited Plan 425263	Land Covenant		
Lot 1 Deposited Plan 425263	Fee Simple Title	26.1670 Ha	499605
Lot 2 Deposited Plan 425263	Fee Simple Title	423.6437 Ha	499606
Area A Deposited Plan 425263	Easement		
Area B Deposited Plan 425263	Easement		
Area C Deposited Plan 425263	Easement		
Area D Deposited Plan 425263	Easement		
Area E Deposited Plan 425263	Easement		
Area F Deposited Plan 425263	Easement		
Area G Deposited Plan 425263	Easement		
Area H Deposited Plan 425263	Easement		
Area I Deposited Plan 425263	Easement		
Area J Deposited Plan 425263	Easement		
Area k Deposited Plan 425263	Easement		

DP 425263 - Title Plan Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020





## Title Plan - DP 425263

**Created Parcels** 

Parcels

Area AA Deposited Plan 425263

Total Area

**Parcel Intent** 

Land Covenant

Area

CT Reference

449.8107 Ha

Document Set 15: 6467 Tille Plan Version: 1, Version Date: 20/03/2020

EXISTING EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	Creating Document
Right of Way			
Right to transmit electricity & telecommunications	A, B, C & D	Lot 2 herewith	El. 6097426.5
Right to convey water			
Right to Convey Electricity	H, B, I, J, K & F	Lot 2 herewith	T. 838333.3

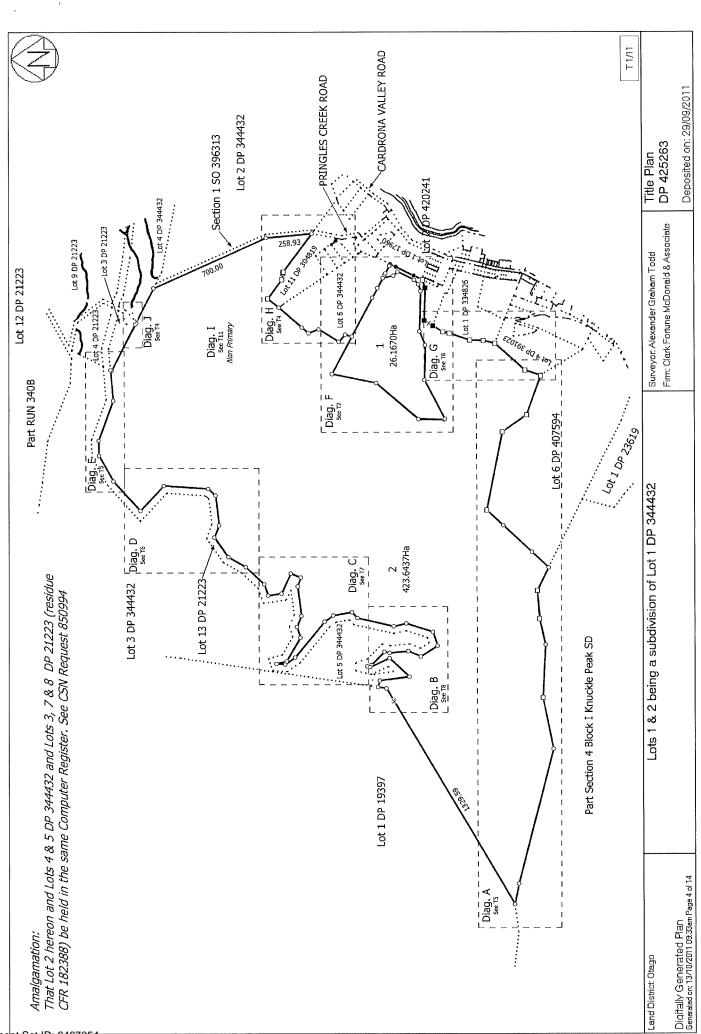
MEMORANDUM OF EASEMENTS			
PURPOSE	SHOWN	SERVIENT TENEMENT	DOMINANT TENEMENT
Right of Way			
Right to Convey Water			
Right to Convey Telecommunications & Computer Media	A, B, C, D, E, F, G & I	Lot 2 herewith	Lot 1 herewith
Right to Convey Electricity			

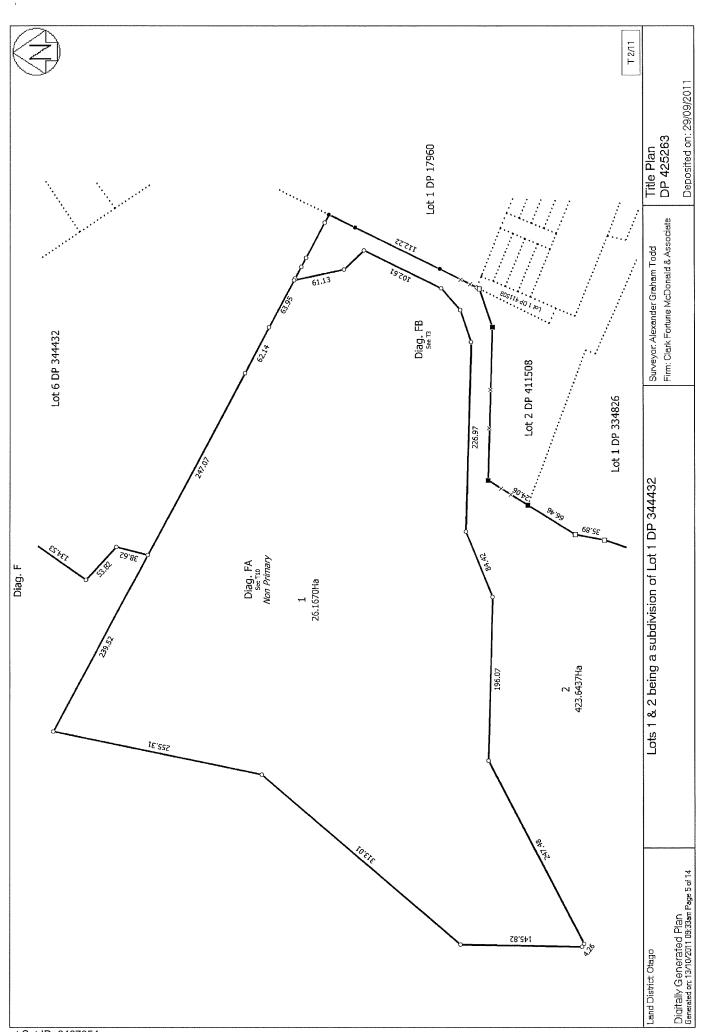
Area AA on DP 425263 is subject to an existing land covenant (Created by CONO 6097426.4)

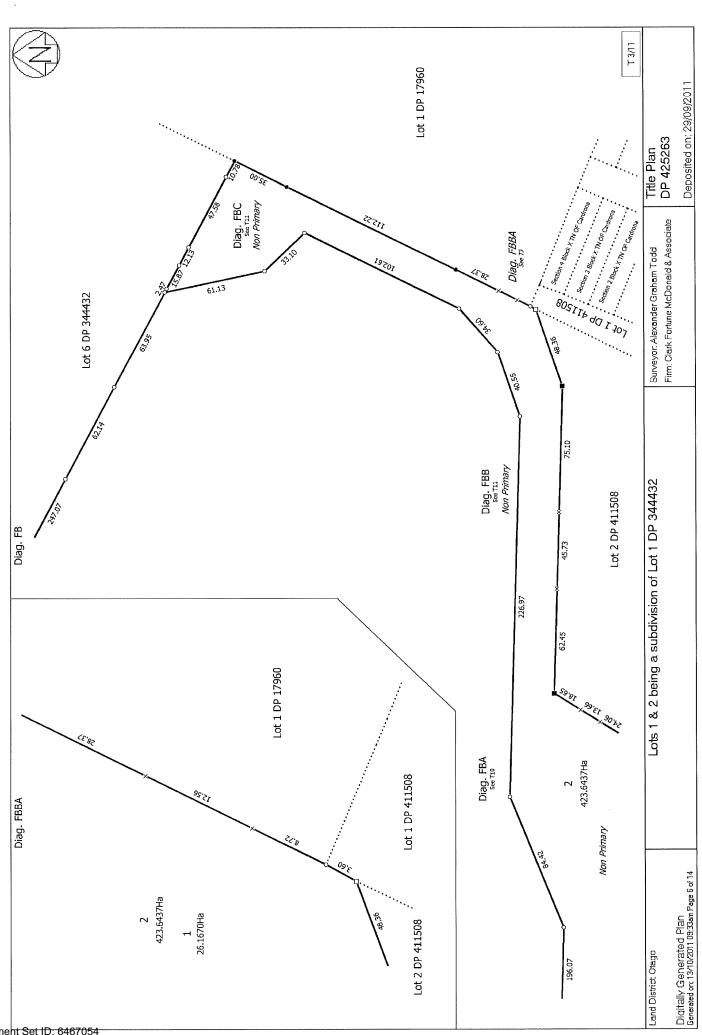
Areas AB, AC, AD & AE are subject to a land Covenant

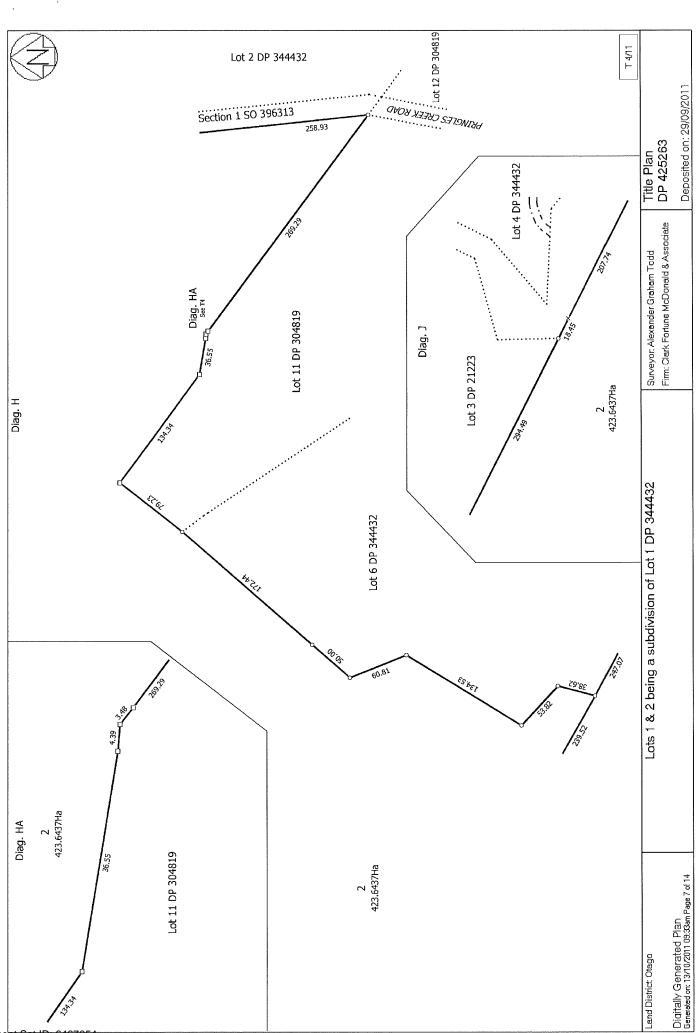
#### **Amalgamation Condition:**

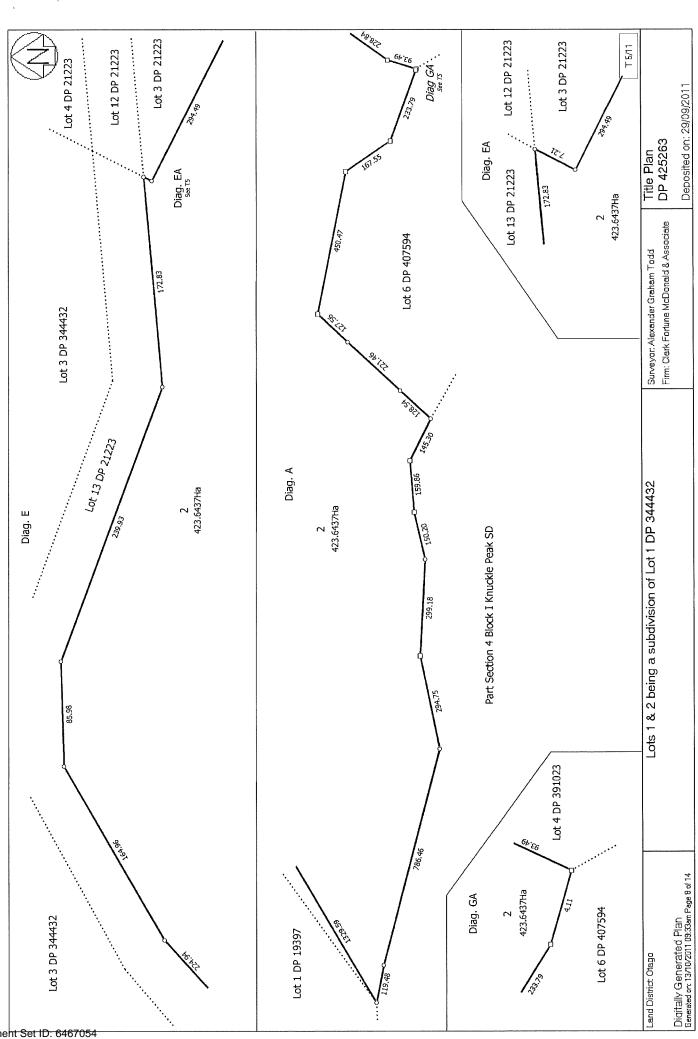
That Lot 2 herewith and Lots 4 & 5 DP 344432 and Lots 3, 7-8 DP 21223 (residue CFR 182388) be held in the same Computer Register. See CSN Request 850994.

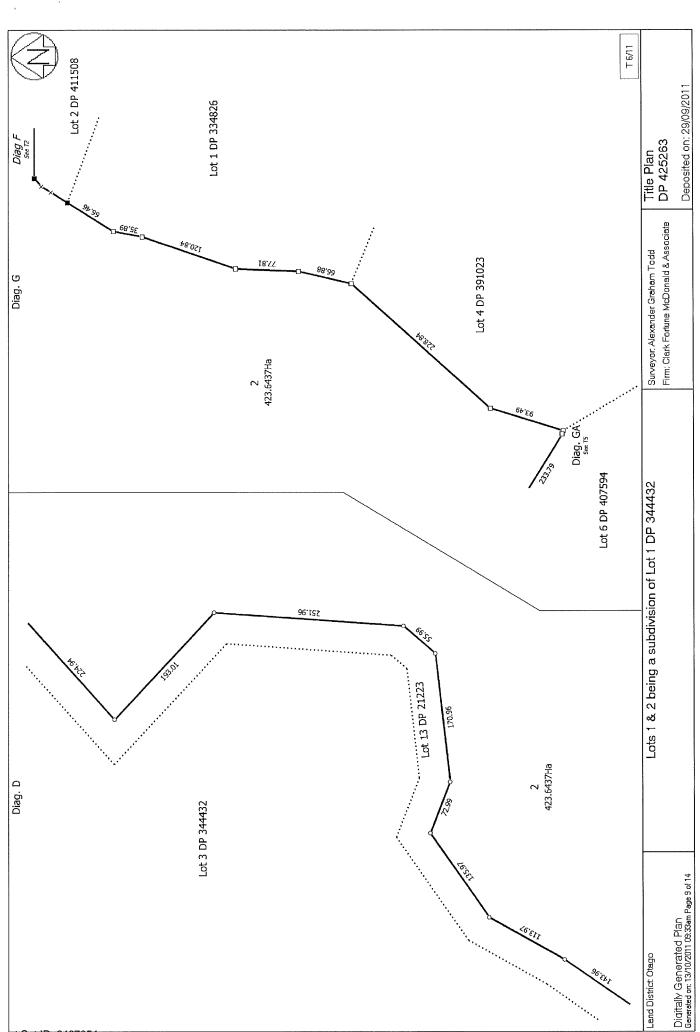


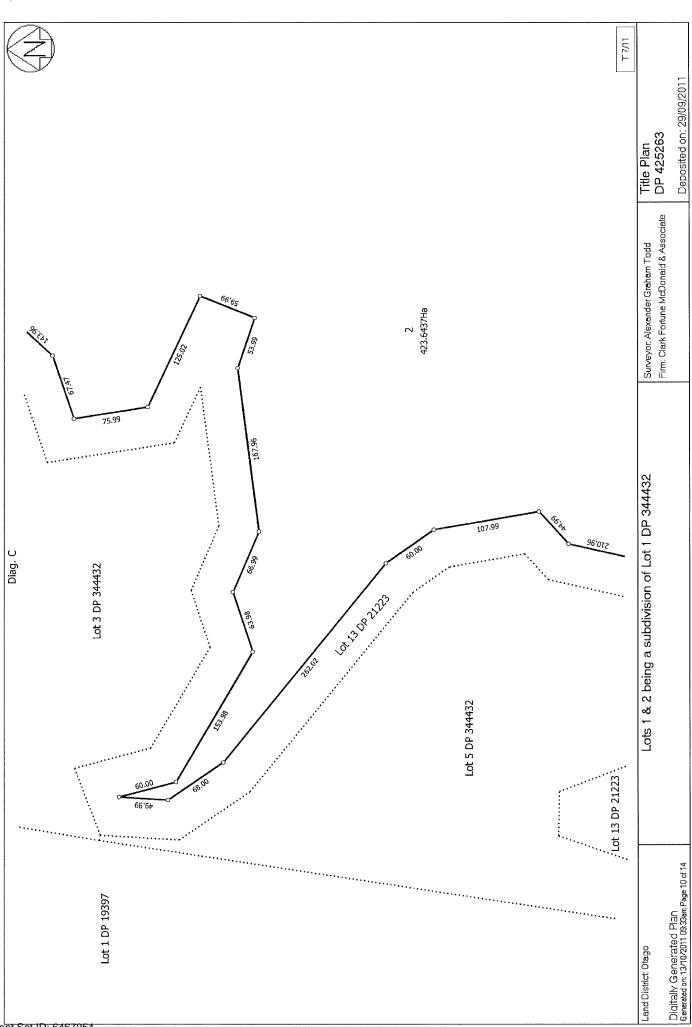


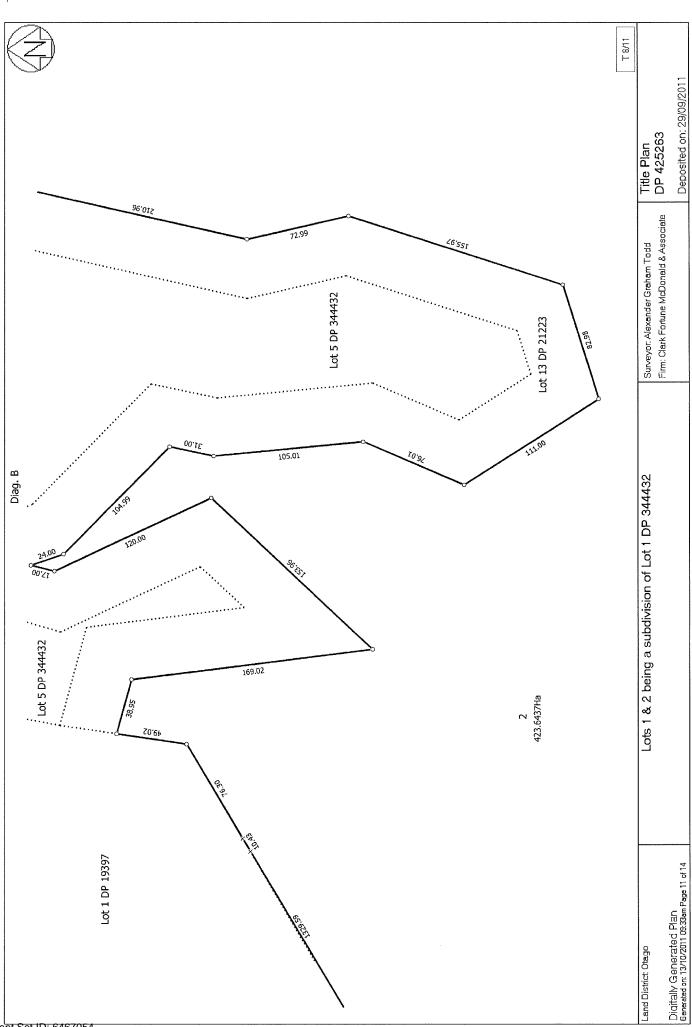


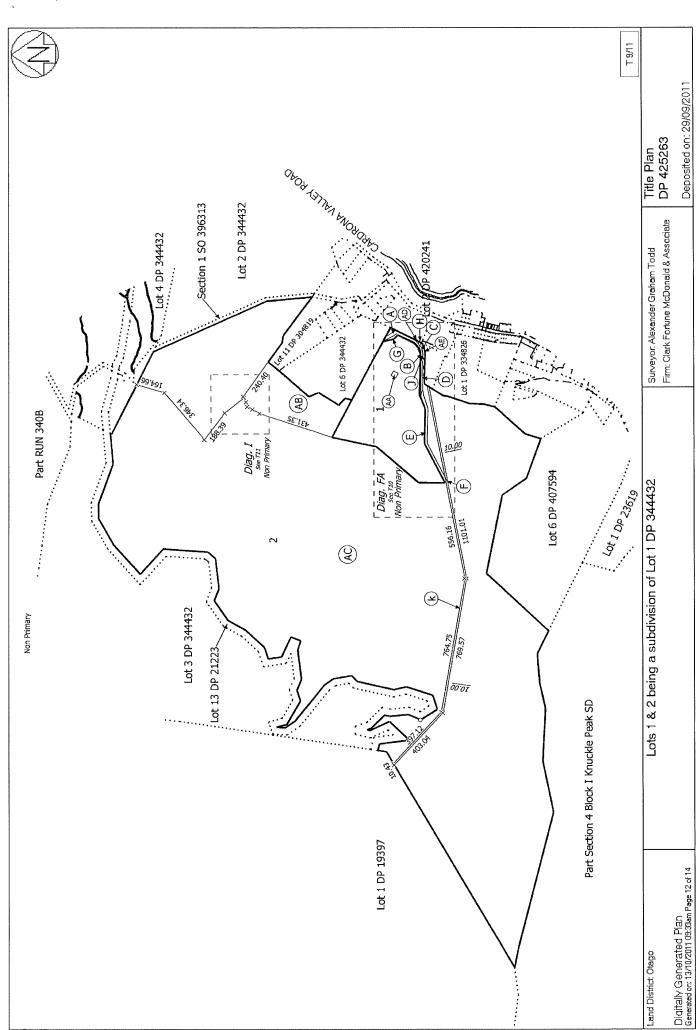


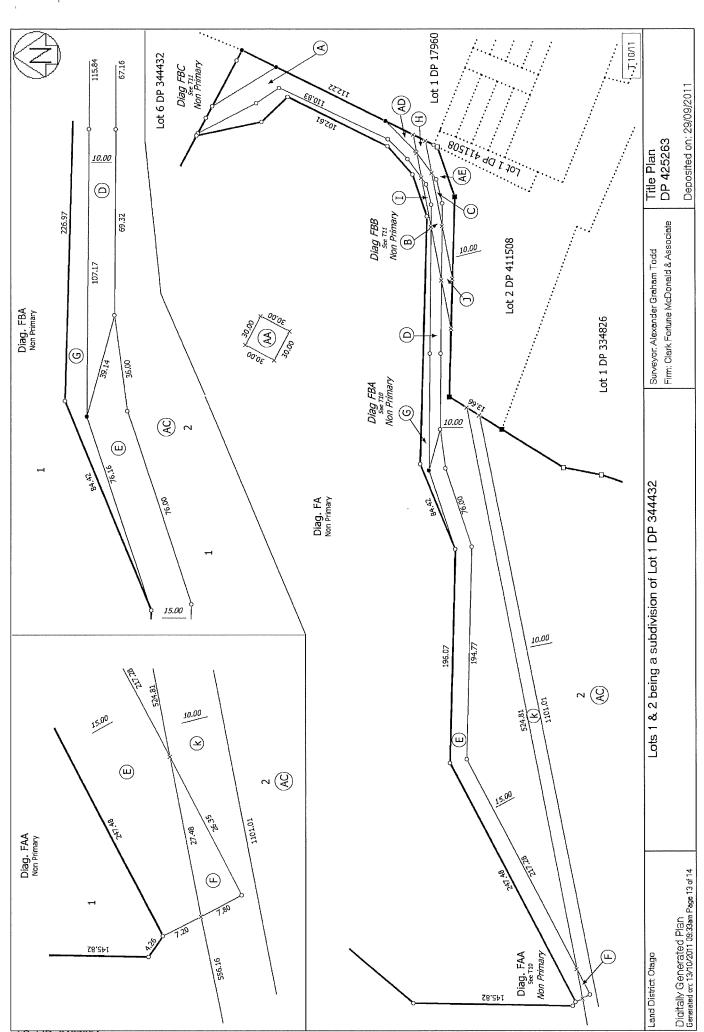


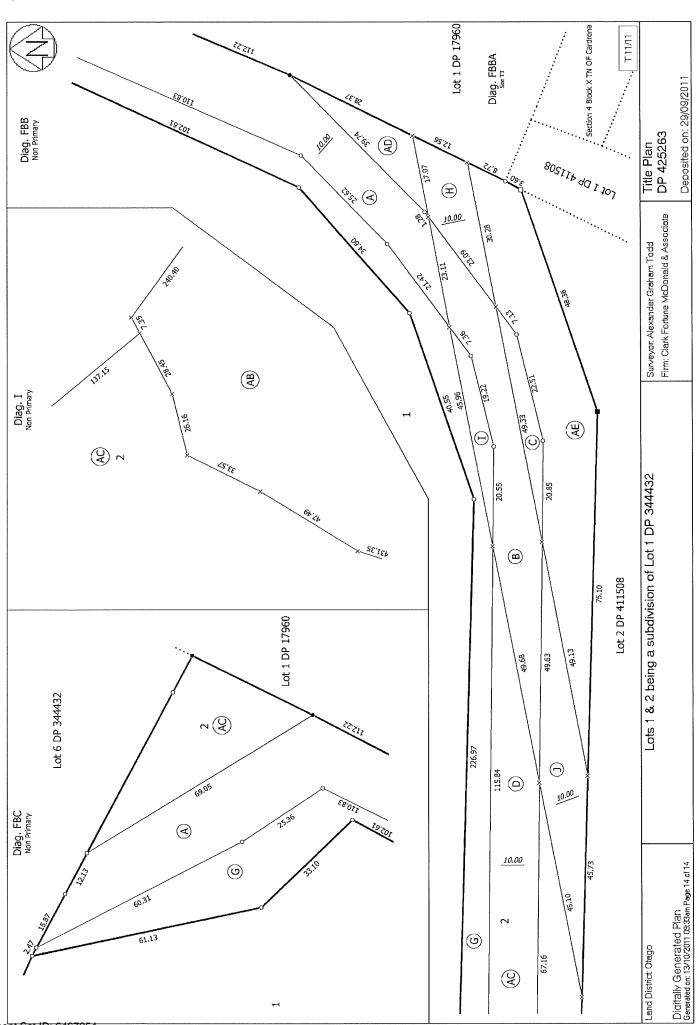














## **View Instrument Details**

Instrument No. Status Date & Time Lodged Lodged By Instrument Type

8574798.6 Registered 29 Sep 2011 09:42 Kerr, Michael Wayne



Affected Computer Registers Land District

499605

Otago

499606

Otago

Annexure Schedule: Contains 5 Pages.

Signature

Signed by Michael Wayne Kerr as Territorial Authority Representative on 28/09/2011 08:30 AM

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

Annexure	Schedule:	Page:1	of 5
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IN THE MATTER of Section 221 of the Resource Management Act 1991.		
<u>AND</u>		
IN THE MATTER of resource consent RM 090416 granted by the Queenstown Lakes District Council to subdivide Lot 1 DP 344432		
CONSENT NOTICE		

CLARK FORTUNE MCDONALD & ASSOCIATES REGISTERED PROFESSIONAL SURVEYORS 21 REECE CRESCENT WANAKA

Annexure Schedule: Page:2 of 5

#### **BACKGROUND**

- A. Mt Cardrona Station Limited has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title CT 182388.
- B. Council has granted consent to the proposed subdivision subject to certain conditions that are required to be complied with on a continuing basis by the owner of the land being those conditions specified in the Operative Part hereof.

#### **OPERATIVE PART**

The following conditions pertaining to this Consent Notice are to be registered against the title of the following allotments:

- 1. Lot 1 DP 425263
- 2. Lot 2 DP 425263

#### CONDITIONS

- a) At the time a dwelling is erected on l.ot 1 DP 425263, the owner for the time being shall engage a suitably qualified professional as defined in Section 1.4 of NZS4404:2004 to design a stormwater disposal system that is to provide stormwater disposal from all Impervious areas within the site. The proposed stormwater system shall be subject to the review of Council prior to implementation,
- b) At the time a dwelfing is erected on Lot 1 DP 425263, the owner for the time being shall engage a suitably qualified professional as defined in Section 1.4 of NZ\$4404:2004 to design an effluent disposal system in terms of AS/NZ\$ 1547:2000 that will provide sufficient treatment/renovation to effluent from on-site disposal, prior to discharge to land. To maintain high effluent quality such a system would require the following:
  - Specific design by a suitably qualified professional engineer.
  - Regular maintenance in accordance with the recommendations of the system designer and a commitment by the owner of each system to undertake this maintenance.

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- Intermittent effluent quality checks to ensure compliance with the system designer's specification.
- Disposal areas shall be located such that maximum separation (in all instances greater than 50 metres) is obtained from any watercourse or water supply bore.
- c) In the event that the number of persons to be accommodated on Lot 1 DP 425263 is to be greater than 3, then the Queenstown Lakes District Council will require commensurate increases in the water supply to that lot at the rate of 700 litres per extra person per day.
- At the time a dwelling is erected on Lot 1 DP 425263, domestic water and fire fighting storage is to be provided. A minimum of 20,000 litres shall be maintained at all times as a static fire fighting reserve within a 30,000 litre tank. Alternatively, a 7,000 litre fire fighting reserve is to be provided for each dwelling in association with a domestic sprinkler system installed to an approved standard. A fire fighting connection in accordance with Appendix B - SNZ PAS 4509:2008 is to be located no further than 90 metres, but no closer than 6 metres, from any proposed building on the site. Where pressure at the connection point/coupling is less than 100kPa (a suction source - see Appendix B, SNZ PAS 4509:2008 section B2), a 100mm Suction Coupling (Female) complying with NZS 4505, is to be provided. Where pressure at the connection point/coupling is greater than 100kPa (a flooded source see Appendix B, SNZ PAS 4509;2008 section B3), a 70mm Instantaneous Coupling (Female) complying with NZS 4505, is to be provided. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point/coupling. The reserve capacities and flow rates stipulated above are relevant only for single family dwellings. In the event that the proposed dwellings provide for more than single family occupation then the consent holder should consult with the NZFS as larger capacities and flow rates may be

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

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

Underground tanks or tanks that are partially buried (provided the top of the tank is no more than 1 metre above ground) may be accessed by an opening in the top of the tank whereby couplings are not required. A hardstand area adjacent to the tank is required in order to allow a fire service appliance to park on it and access to the hardstand area must be provided as above.

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

The fire fighting water supply tank and/or the sprinkler system shall be installed prior to the occupation of the building.

- e) The owners of Lots 1 & 2 DP 425263 are advised that the Queenstown Lakes District Council's Hazard Register Maps show the property to be located within an area that is susceptible to Seismic Liquefaction, Landslides and Concealed Seismic Faults. It is the individual lot owner's responsibility to undertake specific geatechnical investigations to confirm the existence of these hazards and to what degree (if any) the site and any future buildings would be affected by these hazards. Specific engineering design for building footings may be necessary.
- f) That any future dwelling or building accessory to a dwelling within Lot 1 DP 425263 shall be located entirely within the approved building platform.
- g) Lot 1 shall not be further subdivided.
- h) Prior to any development of Lot 1 DP 425263, a landscape plan and details of species shall be submitted to Queenstown Lakes District Council for approval. The approved landscape plan shall be implemented within the first planting season from construction of a dwelling and shall thereafter be maintained and irrigated in accordance with the plan. If any plant or tree should die or fall to thrive, it shall be replaced in the next available planting season. In this instance, the landscape plan shall be prepared to achieve the following objectives:
  - (i) To maintain as far as possible the open pastoral character of the site;
  - (ii) To partially screen the dwelling from neighbouring properties;
  - (iii) To avoid demarcation of property boundaries with planting;
  - (iv) To maintain the rural character of the Cardrona Valley. This shall be achieved by using tree species characteristic of the rural areas of the Cardrona Valley floor.
- i) An archaeological assessment of this site was carried out by Dr Jill Hamel in September/October 2000, Her report "Pringles Creek and Pongs Greek subdivision, Cardrona Valley" dated October 2000 identifies a large number of archaeological sites on Lots 10, 11 and 12

DP 304819 and Lot 9 DP324262. The attention of the owners of these properties is drawn to the report and the site it identifies. Under the Historic Places Act 1993 It is an offence to modify, destroy or damage an archaeological site unless the permission of the New Zealand Historic Places Trust had first been obtained. Copies of Dr Hamel's reports are held by Lakes Environmental Limited, Queenslown and by the Dunedin Office of the New Zealand Historic Places Trust.

Dated this

The

day of

August

2010

SIGNED for and on behalf of the QUEENSTOWN LAKES DISTRICT COUNCIL by its

Principal Administrative Officer



## **COMPANIES OFFICE**



#### SCAN TO VIEW OUR REGISTRATION DETAILS

# Company Extract PURE H20 CARDRONA LIMITED 1187138

NZBN: 9429036633807

**Entity Type:** 

**NZ Limited Company** 

Incorporated:

18 Feb 2002

**Current Status:** 

Registered

Constitution Filed:

Yes

**Annual Return Filing Month:** 

August

Ultimate holding company:

No

#### **Company Addresses**

#### **Registered Office**

19 Pringles Creek Road, Wanaka, 9382, NZ

#### **Address for Service**

19 Pringles Creek Road, Wanaka, 9382, NZ

#### **Directors**

FRENGLEY, Patrick

454 Remuera Rd, Remuera, Auckland, 1050, NZ

KIESOW, Mario

19 Pringles Creek Road, Rd 2, Wanaka, 9382, NZ

ROBERTS, Charles

7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ

#### Shareholdings

**Total Number of Shares:** 

13

**Extensive Shareholdings:** 

Yes

2

1498284

KYLE RUSSELL HOLDINGS LIMITED

Deloitte, 50 Hazeldean Road, Addington, Christchurch, 8024, NZ



## **COMPANIES**

## Company Extract PURE H20 CARDRONA LIMITED 1187138

NZBN: 9429036633807

2 ROBERTS, Charles Layton
7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ
ROBERTS, Christine Jennifer

7a Cottleville Terrace, Thorndon, Wellington, 6011, NZ

1 1306610
ANDREW DEVELOPMENTS LIMITED
2/454 Remuera Rd, Remuera, Auckland 1050

MCCAULEY, Siobhan 113a Sinclair Road, Rd 3, Drury, 2579, NZ

> O'CALLAHAN, Brent 113a Sinclair Road, Rd 3, Drury, 2579, NZ

SHEILDS, Rachel Elizabeth Ruth 539a Aubrey Road, Wanaka, Wanaka, 9305, NZ

> SHIELDS, Scott Vincent 539a Aubrey Road, Wanaka, Wanaka, 9305, NZ

FRENGLEY, Patrick Andrew 2/454 Remuera Rd, Remuera, Auckland, 1050, NZ

> FRENGLEY, Sally Margaret 2/454 Remuera Rd, Remuera, Auckland, 1050, NZ

FRIEDLANDER, Paul Benjamin 2/163 The Drive, Epsom, Auckland, NZ

HOLMES, Jonathan Patrick 7 Gin & Raspberry Lane, Cardrona, Wanaka, 9343, NZ

LESLIE, Ian David 129 Epuni Street, Lower Hutt, NZ

> RASMUSSEN, Toni Judith 129 Epuni Street, Lower Hutt, NZ



## Company Extract PURE H20 CARDRONA LIMITED 1187138

NZBN: 9429036633807

963392

MACDONALD AND ASSOCIATES TRUSTEES LIMITED 3 Fairfield Street, Gore, Gore, 9710, NZ

ROBBINS, Colin Murray

428c Manchester Street, St Albans, Christchurch, NZ

ROBBINS, Quentin John

428c Manchester Street, St Albans, Christchurch, NZ

i KIESOW, Hildegard Paula

19 Pringles Creek Road, Cardrona, Wanaka, NZ

KIESOW, Mario

19 Pringles Creek Road, Cardrona, Wanaka, NZ

REDAI, Simon James

25 Brownston Street, Wanaka, Wanaka, 9305, NZ

1586264

MT CARDRONA STATION LIMITED

C/- Spencers Chartered Accountants, Level 6, 12 Viaduct Harbour

Ave, Auckland, 1010, NZ

For further details relating to this company, check http://www.companies.govt.nz/co/1187138 Extract generated 08 March 2017 12:38 PM NZDT

#### Pure H2O Cardrona Ltd Shareholders 2015

Shares	Shareholder
2	Kyle Russell Holdings Ltd
2	Roberts Family Trust
1	Andrew Developments Ltd
1	Brent O'Callahan, Siobhan MCCauley
1	Scott V Shields, Rachel E R Shields
1	Patrick A Frengley, Sally M Frengley, Paul B Friedlander
1	Jonathan P Holmes
1	Ian D Leslie, Toni J Rasmussen
1	Colin M Robbins, Quentin J Robbins, McDonald & Associates Trustees Ltd
1	Mario Kiesow, Hildegard P Kiesow, Simon J Redai
1	Mt Cardrona Station Ltd

DATED

2001

#### PURE H20 CARDRONA LIMITED

("the Company")

("the Owner")

### WATER SUPPLY AND SERVICE AGREEMENT

#### MACALISTER TODD PHILLIPS BODKINS

Barristers, Solicitors, Notaries Queenstown/Alexandra

Ph: (03) 442 8110 - Fax: (03) 442 8116 Email: maildesk@mactodd.co.nz P O Box 653 QUEENSTOWN

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#### DATED

#### PARTIES:

- (1) PURE H20 CARDRONA LIMITED ("the Company")
- (2) ("the Owner")

#### BACKGROUND

- A. The Company is the owner of a Water Supply Scheme ("the Scheme")
- B. The Owner owns and/or occupies the land described in the schedule hereto ("the Land") and owns one (1) share ("the Share") in the Company.
- C. The Company has agreed to supply water to the Land and to manage operate and maintain the Scheme and the Owner has agreed to meet its share of the Operating Expenses associated with the supply of water and the management operation and maintenance of the Scheme on the terms and conditions hereinafter provided.
- D. The Owner will upon transfer of title to the Land procure any transferee to enter into with the Company a like agreement on such terms extant between the Owner and the Company as at the date of transfer of the Land and will transfer to the transferee the Share in the Company.

#### Definitions

"Operating Expenses" means all costs and expenses incurred in the operation of the Scheme and includes (without limiting the generality of the foregoing) all charges for water rights and electricity or other means used to operate or fuel the operation of the Scheme.

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#### TERMS OF THIS DEED

#### 1. Supply of Water

- 1.1 Subject to the terms of this Agreement and in consideration of these presents and payment of the Operating Expenses by the Owner to the Company the Company shall supply water to the Owner in the amount prescribed in the Schedule ("the Water Quota").
- 1.2 The Company shall maintain service repair and replace the components of the Scheme to ensure the continuous operation of the Scheme.
- The Company shall arrange receipt and payment of all electricity and water charges and other payments necessary to ensure the continuous operation of the Scheme and arrange for all Owners of the Scheme to contribute to the Operating Expenses of the Scheme for their share. The amount and frequency of such contributions shall be determined by the Company. Such contributions may include advance payments to provide a fund to meet future expenditure.
- The Company will maintain a separate bank account for all receipts and payments relating to the operating expenses of the Scheme and the respective owners contributions.
  - 1.5 The Company shall comply with the conditions of resource consent attaching to water permit number 98181 issued by the Otago Regional Council in the exercise of the same on behalf of all the owners and without in anyway limiting the foregoing will take all necessary steps to ensure all applications for renewal of the water permit are prepared and lodged with the Otago Regional Council prior to its expiry.
  - 1.6 The Company may carry out any other function which the Company determines is in the best interests of the users of the Scheme.
  - 1.7 The Company shall supply water to the legal boundary of the Land or to such other location as is mutually agreed by the Company and the Owner.

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- 1.8 Water shall be supplied to the Land through a metering device ("the water meter") to be installed and maintained by the Company. The Owner shall not allow any person to alter or interfere with the water meter.
- 1.9 The Owner shall be responsible for the distribution of water from the water meter to and within the Land.

#### 2. Payment of Connection Fee

Prior to the Company supplying water to the Land pursuant to Clause 1.1 hereof the Owner shall make payment to the Company of the Connection Fee specified in the Schedule. For the avoidance of doubt such fee shall include (but not be limited to) the costs incurred by the Company in purchasing and installing the water meter.

#### 3. Payment of Operating Expenses

The Company will render an account to the Owner for the Owner's share of the Operating Expenses of the Scheme and the Owner will within 28 days of receipt of the account make payment of the amount due.

#### 4. Failure of Supply and Water Shortage

- 4.1 If for any reason including the fault of the Company the Company can not supply the full Water Quota or the Scheme shall fail then:
  - (i) No person shall by reason of a diminished supply or failure have any claim or right of action against the Company; and
  - (ii) The available water shall divided amongst those Owners connected to the Scheme on a pro rata basis in accordance with each Owners Water Quota and in such circumstances the Owner shall not be entitled to a reduction in or refund of the Operating Expenses.
- 4.2 If the water supply to the Owner is permanently disconnected other than due to the default of the Owner then the Owner shall not be liable for any further payment of Operating Expenses

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other than from all money due and owing up to the time of permanent discontinuation of supply.

#### 5. Owner's Default

- In the event of the Owner being in breach of any of the terms under this Agreement and such breach continues for a period of not less than 21 days after notice by the Company ("the default notice period") to the Owner in default the Company may without payment of any compensation to the Owner or any other person and without prejudice to its other rights and remedies cease water supply to the land and may remove the water meter and thereafter no person shall be entitled to be supplied with any further water to the land from the Scheme until the default has been made good.
- 5.2 All reasonable costs (including legal costs on a Solicitor own client basis) incurred by the Company pursuant to Clause 5.1 and in reconnecting the water supply and water meter and in seeking to recover money due and unpaid together with interest (at a rate determined by the Directors of the Company from time to time) thereon shall be added to the debt owing by the Owner to the Company and shall be paid by the Owner.

#### 6. Transfer

6.1

- (b) Unless otherwise agreed by the Company, the following terms shall apply to the water supply to the Land:
  - (i) The Company shall only be required to supply water to the water meter pursuant to the terms of this Agreement
  - (ii) The following Clause 6.2 shall apply.
- An owner may transfer all of that Owners Water Quota under this Agreement to any person subject to the following terms and conditions being complied with.

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- (a) The Owner shall at the time of transfer of the Water Quota transfer to the transferee the Share.
- (b) The Company's consent to the transfer of Water Quota must be obtained, provided that such consent shall not be unreasonably withheld with respect to a responsible and solvent transferee.
- (c) There must be no existing breach of the Owner's obligations under this Agreement and all Operating Expenses and other monies payable howsoever must be paid.
- (d) The transferee must sign and return to the Company a new water supply and services agreement to be prepared by the Company.
- (e) The Owner shall pay the Company's reasonable costs incurred with respect to the approval preparation and execution of documents pursuant to Clauses 6.2(a) and (c).
- (f) Reference to "transferee" is a reference to any party receiving a transfer of all of the Owners land and Water Quota pursuant to this Agreement.
- 6.3 In the case of a transfer to a company the Company may require as a condition of its consent to the transfer that the principal shareholders and directors of that company give a personal guarantee of that company's obligations pursuant to the water supply and service agreement.

#### 7. Use of Water

- 7.1 The Owner shall ensure that water taken by him from the Scheme is used only on the Land and is used in an efficient manner without waste.
- 7.2 The Company makes no representation or gives no warranty as to the condition or quality of the water and the Owner hereby acknowledges and agrees that the Owner uses the water at their own risk.
- 7.3 The Owner shall indemnify the Company against any actions claims damages and proceedings whatsoever arising out of the Owner's use of the water.

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#### 8. Guarantee

- 8.1 If the Owner is a company and Guarantors are listed in the Schedule and have signed this Agreement then in consideration of the Owner entering into this agreement with the Company at the request of the guarantor the guarantor guarantees (and if more than one jointly and severally) that:
  - (a) He/she shall pay all money owing by the Owners obligations contained or implied under this Agreement; and
  - (b) As between the Guarantor and the Company the Guarantor shall be deemed principal debtor as if s/he were the Owner.

#### 9. Review of Operating Expenses

9.1 The Company shall have the right to annually review the Operating Expenses.

#### 10. Arbitration

All differences and disputes between the parties to this agreement touching or concerning the subject matter of this agreement shall be referred to arbitration in accordance with the Arbitration Act 1996.

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### **EXECUTION**

SIGNED for and on behalf of	)		
PURE H20 CARDRONA LIMITED	)		
LIMITED by	)	Director	
		Director	
SIGNED by the said	)		
	)		
In the presence of:	)		

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#### SCHEDULE

Guarantor(s):

The Land:

Water Quota: 2000 litres per day

1000 " "

Connection Fee:

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## DATED 13 June

2005

PURE H20 CARDRONA LIMITED ("the Company")

CARDRONA ALPINE VILLAGE LIMITED

ANDREW DEVELOPMENTS LIMITED

PRINGLES CREEK LODGE LIMITED

COLIN MURRAY ROBBINS, QUENTIN JOHN ROBBINS and

MACDONALD AND ASSOCIATES TRUSTEES LIMITED

KYLE RUSSELL HOLDINGS LIMITED

JOHN STUART MERCER and SAMANTHA CAREY

PATRICK ANDREW FRENGLEY, SALLY MARGARET FRENGLEY and

PAUL BENJAMIN FRIEDLANDER

("the Owners")

## SUPPLEMENTARY WATER SUPPLY AND SERVICE AGREEMENT

#### MACALISTER TODD PHILLIPS BODKINS

Barristers, Solicitors, Notaries Queenstown/Alexandra/Wanaka

Ph: (03) 442 8110 - Fax: (03) 442 8116 Email: maildesk@mactodd.co.nz P O Box 653 QUEENSTOWN DATED this 13th

day of June

2005

#### PARTIES:

- (1) PURE H20 CARDRONA LIMITED ("the Company")
- CARDRONA ALPINE VILLAGE LIMITED and ANDREW DEVELOPMENTS
  LIMITED and PRINGLES CREEK LODGE LIMITED and COLIN MURRAY
  ROBBINS, QUENTIN JOHN ROBBINS and MACDONALD AND ASSOCIATES
  TRUSTEES LIMITED and KYLE RUSSELL HOLDINGS LIMITED and JOHN
  STUART MERCER and SAMANTHA CAREY and PATRICK ANDREW
  FRENGLEY, SALLY MARGARET FRENGLEY and PAUL BENJAMIN
  FRIEDLANDER jointly referred to as ("the Owners")

#### **BACKGROUND**

- A. The Company is the owner of a Water Supply Scheme ("the Scheme").
- B. Each of the Owners owns and/or occupies the respective lands described in the schedule hereto ("the Land") and owns the respective shares in the Company.
- C. The Company has agreed to supply water to the Land and to manage operate and maintain the Scheme and the Owners have agreed to meet their share of the Operating Expenses associated with the supply of water and the management operation and maintenance of the Scheme on the terms and conditions provided within individual Water Supply and Service Agreements dated on or about 2004 ("the Supply Agreement") between the Company and each of the owners.
- D. The parties wish to record a variation of the Supply Agreement as set out herein.

#### TERMS OF THIS DEED

 In consideration of these presents, the Supply Agreement is hereby amended and varied so that the Company increases the Water Quota as contained in the Schedule to the Supply Agreement to the following quantities:

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THE LAND	WATER QUOTA
1. Lot 2 DP 304819	2000 litres per day
2. Lot 3 DP 304819	2000 litres per day
3. Lot 4 DP 304819	2000 litres per day
4. Lot 6 DP 304819	2000 litres per day
5. Lot 7 DP 304819	2000 litres per day
6. Lot 12 DP 304819	2000 litres per day

2. In all other respects the Supply Agreement continues in full force and effect, save for the variation set out herein.

#### FIRST SCHEDULE

- Lot 2 DP 304819 CT 19117
   Andrew Developments Limited
- Lot 3 DP 304819 CT 19118
   Pringles Creek Lodge Limited
- Lot 4 DP 304819 CT 19119
   Colin Murray Robbins, Quentin John Robbins and MacDonald and Associates Trustees
   Limited
- Lot 6 DP 304819 CT 19121
   Kyle Russell Holdings Limited
- Lot 7 DP 304819 CT 19122
   John Stuart Mercer and Samantha Carey
- Lot 12 DP 304819 CT 19126
   Patrick Andrew Frengley, Sally Margaret Frengley and Paul Benjamin Friedlander

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Document Set ID: 6467054 Version Date: 20/03/2020

# Pure H2O Cardrona Limited

Lot#	Title Ref	Shareholder	Water Qty	Share Qty
1	DP 304819 CT 19116	KIESOW, Mario STAPPER, Hildegard Paula Southern Trustees 2005 Limited	1,000	1
2	DP 304819 CT 19117	FRENGLEY, Patrick Andrew FRENGLEY, Sally Margaret FRIEDLANDER, Paul Benjamin	2,000	1
3	DP 304819 CT 19118	Pringles Creek Lodge Limited	2,000	1
4	DP 304819 CT 19119	ROBBINS, Colin Murray ROBBINS, Quentin John MacDonald and Associates Trustees Limited	2,000	1
5	DP 304819 CT 19120	Kyle Russell Holdings Limited	1,000	1
6	DP 304819 CT 19121	Kyle Russell Holdings Limited	2,000	1
7	DP 304819 CT 19122	CAREY, Samantha MERCER, John Stuart	2,000	1
8	DP 304819 CT 19123	ARNOTT, Paul Andrew VOLICH, Karen Lea	1,000	1
10	DP 304819 CT 19124	ROBERTS, Charles Layton ROBERTS, Christine Jennifer	1,000	1
11	DP 304819 CT 19125	LESLIE, Ian David RASMUSSEN, Toni Judity	2,000	1
12	DP 304819 CT 19126	FRENGLEY, Patrick Andrew FRENGLEY, Sally Margaret FRIEDLANDER, Paul Benjamin	2,000	1
	DP 300535/21223 CT 19127	Mt Cardrona Station Limited	6,000	2
			24,000	13
	*Water Right is Lots 1-12 suppli	24,000		

H2O.Shares.WaterSupplyRights

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# CONSTITUTION OF PURE H20 CARDRONA LIMITED

P# 02
20 FEB 2007

NATIONAL PROCESSING CENTRE

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RECEIVED

# **MACALISTER TODD PHILLIPS BODKINS**

Barristers, Solicitors, Notaries Queenstown/Alexandra

Ph (03) 442 8110 – Fax (03) 442 8116 Email maildesk@mactodd.co.nz PO Box 653 QUEENSTOWN

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Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020

#### CONSTITUTION OF PURE H20 CARDRONA LIMITED

#### 1 STATEMENT OF PURPOSE

- 1 1 The Companies Act 1993 ("the Act") provides that certain provisions of the Act may be negated, altered or added to by the constitution of a company
- Section 27 of the Act provides that where a company has a constitution then the company, the board, each director and each Shareholder of a company has the rights, powers, duties and obligations set out in the Act except to the extent that they are negated, altered or added to in accordance with the Act, by that constitution
- 1 3 Section 30 of the Act provides that a constitution may contain
  - (a) Matters contemplated by the Act for inclusion therein
  - (b) Such other matters as a company may wish to include
- 14 The Company has determined to adopt a constitution and to
  - (a) Restrict the business of the Company to matters pertaining only to the operation of a water supply scheme serving the lots
  - (b) Include provisions relating to the rights and obligations of Shareholders in the Company who own a lot served by the water supply scheme

#### 2 **DEFINITIONS**

2 1 "Act" means the Companies Act 1993

"Board" means the Directors of the Company

"Business" means the business of the Company as set out in clause 3 of this Constitution

"Company" means PURE H20 CARDRONA LIMITED

"Company Rules" means any rules made by the Company pursuant to subclause 3 1(c) of this Constitution

"Contribution" and "Contributions" means any contributions to be made in accordance with clause 9 of this Constitution

"Deed of Covenant" means the Memorandum of Transfer creating Land Covenants registered against all the Certificates of Title of the lots

"Financial Year" means the financial year ending 31 March or such other date as the Shareholders by Special Resolution resolve

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"Lot" and "Lots" means all or any of Lots 1 to 12 Deposited Plan 304819 or any other land which may connect to the Water Supply Scheme pursuant to the Deed of Covenant

"Ordinary Resolution" means a resolution that is approved by a simple majority of the votes of those shareholders entitled to vote and voting on the question

"Share" the Company has a paid up capital of 13 \$1 00 Shares These Shares will be numbered 1-13 and will be allocated as follows

Share 1 to Lot 1 Deposited Plan 304819

Share 2 to Lot 2 Deposited Plan 304819

Share 3 to Lot 3 Deposited Plan 304819

Share 4 to Lot 4 Deposited Plan 304819

Share 5 to Lot 5 Deposited Plan 304819

Share 6 to Lot 6 Deposited Plan 304819

Share 7 to Lot 7 Deposited Plan 304819 Share 8 to Lot 8 Deposited Plan 304819

Share 10 to Lot 10 Deposited Plan 304819

Share 11 to Lot 11 Deposited Plan 304819

Share 12 to Lot 12 Deposited Plan 304819

Share 9 and 13 to Part Lot 1 Deposited Plan 300535 and Part Lot 6 Deposited Plan 212223 being all that land contained in OT 19127

"Special Resolution" means a resolution of the Shareholders passed either on a show of hands or, if a poll is taken, by a majority of at least 90% of those Shareholders present in person or by proxy at a meeting of the Company and who hold in aggregate at least 90% of the Shares in the Company

"Transferee" means the Transferee of any Share in the Company

"Transferor" means a Shareholder who transfers or proposes to transfer any Share in the Company

The definitions contained in the Companies Act 1993 shall apply except to the extent that they are varied by subclause 2.1

- 22 Clause headings appear as a matter of convenience and shall not affect the construction of this Constitution
- 23 In this Constitution where the context requires or permits -
  - (a) The plural number includes the singular number and vice versa

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Version: 1, Version Date: 20/03/2020

<sup>&</sup>quot;Shareholder" means the owner of a Share in the Company

- (b) The masculine gender includes the feminine gender and vice versa
- (c) Reference to a person shall include a company and vice versa
- 2.4 This Constitution will be binding on the executors and administrators of any Shareholder

#### 3 RESTRICTION ON BUSINESS OF COMPANY

- 3.1 Except if varied by a Special Resolution of the Company shall only carry on the following Business
  - (a) Repair and Maintenance
    To maintain in good repair and condition, the community water supply scheme
  - (b) Insurance
    To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Business including comprehensive public liability insurance cover
  - (c) Rules and Bylaws
    To make, establish, promulgate, enforce and in its discretion, to amend or repeal such Company Rules as it deems proper, covering any and all aspects of its Business including the use and maintenance of the water supply scheme referred to in Clause 3 1(a)
  - (d) Records
    To keep books and records of the Company's affairs (including a Register of Shareholders) and to make such books and records, together with current copies of the Company Rules available for inspection by the Shareholders, mortgagees of any Lot, and insurers of any improvements or guarantors of any mortgage of any Lot upon request during normal business hours
  - (e) Other
    To carry out and enforce all duties and obligations of the Company and its shareholders set out in this Constitution and the Deed of Covenant
- The Company shall have the power and authority at all times as follows
  - (a) Contributions
    To levy Contributions as provided for in clause 9 of this Constitution and the Deed of Covenant
  - (b) Right of Entry and Enforcement

    To enter at any time in an emergency without notice, or in a non-emergency situation after twenty four (24) hours written notice, without being liable to a Shareholder or any other person or entity, upon a Lot or any improvement thereon, for the purpose of enforcing the Company Rules or for the purpose of maintaining or repairing any area,

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improvements or other facility to conform to the Company Rules The expense incurred by the Company in connection with the entry upon a Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Shareholder who owns such Lot and shall be deemed to be a Contribution against the Lot and be secured by the encumbrance contained in the Deed of Covenant against the Lot entered upon, and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in the Deed of Covenant and clause 9 of this Constitution for Contributions The Company shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Shareholder who consents thereto, to commence and maintain legal action, or to restrain and enjoin any breach or threatened breach of the Company Rules The Company is also authorised to settle claims, enforce the encumbrance contained in the Deed of Covenant and take all such action as it may deem necessary or expedient to enforce the Company Rules Notwithstanding any provision herein to the contrary, the Company may not alter or demolish any improvements on any Lot in enforcing the Company Rules before a court order is obtained by the Company or the written consent of the Shareholder has been obtained

#### (c) Legal and Accounting Services

To retain and pay for legal and accounting services necessary or proper in the operation of the Company

- To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under this Constitution, the Company shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, or legal proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Company against expenses (including legal fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, or proceedings if it is found and determined by the Board or a court that such person
  - (a) Acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Company, or
  - (b) With respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful

The termination of any action, or legal proceedings by settlement, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Company, against any liability asserted against such person or incurred by such person in any such capacity, or ansing out of the status of such person as such, whether or not the Company would have the power to indemnify such person against such liability hereunder or otherwise

- Pursuant to clause 3.3 the Company is empowered with the prior approval of the Board to effect insurance for a Director or employee of the Company in respect of
  - (a) Liability not being criminal liability, for any act or omission in his or her capacity as a director or employee, or,
  - (b) Costs incurred by that Director or employee in defending or settling any claim or proceeding relating to any such liability or,
  - (c) Costs incurred by that Director or employee in defending any criminal proceedings in which he or she is acquitted
- Particulars of any indemnity given or insurance entered into for any Director or employee pursuant to clauses 3 3 or 3 4 shall be forthwith entered into the interests register
- 342 The definitions in Section 162(9) of the Act shall apply to subclauses 33 and 34 of this Constitution
- 3.5 The Shareholders may by Special Resolution amend extend or restrict the powers set out in subclauses 3.1. 3.2, 3.3 and 3.4

#### 4 MATTERS IN ACT WHERE SPECIFIC AUTHORITY REQUIRED

- 4 1 Share Repurchase
  - 4 1 1 The Company is expressly empowered and permitted to purchase or otherwise acquire any Share issued by the Company in accordance with the Act
  - 4 1 2 Where a Shareholder has transferred a Lot and has not at the same time transferred the Share in the Company held by that Shareholder to the transferee of that Lot then the Board may forthwith repurchase that Share (and the Shareholder shall be deemed to have offered that share to the Company) on the basis that
    - (a) All Shareholders will hold a Share only in conjunction with their ownership of a Lot, and
    - (b) No Shareholder will transfer a Lot to any party without at the same time transferring their Share in the Company to the same party

The terms of the offer and consideration offered for any Share shall be fair and reasonable to the remaining Shareholders but subject at all times to Section 61(4) of the Act

#### 4.2 Share Transfers

The instrument of transfer of any Share shall be executed by or on behalf of the Transferor and the Transferoe and the Transferor shall remain a holder of the Share until the name of the Transferoe is entered in the Register as the holder of that Share Any

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transfer of a Share shall be in such form as may be approved from time to time by the Board

- 422 At any time the Board may by notice in writing require any Transferee to lodge with the Company within 21 days of the date of such notice a Statutory Declaration and/or such other written advice as the Board may desire disclosing full details of the beneficial ownership of any Share
- 4 2 3 If any declaration received under subclause 4 3 2 shows that the Lot or the Share are held by different beneficial owners the Board may require the Share to be transferred to the same beneficial owner. If the Shareholder fails to carry out such transfer within a reasonable period, then,
  - (a) The Company may forthwith repurchase for a consideration of \$1 00 the Share held by that Shareholder (and the Shareholder shall be deemed to have offered the share to the Company), and/or
  - (b) Transfer the Share to the beneficial owner of the Lot
- 4 2 4 Notwithstanding any provision to the contrary contained in this Constitution no Shareholder shall transfer a Share except in accordance with the following restrictions
  - (a) If at any time a Shareholder shall dispose of a Lot then at the same time the Shareholder shall also transfer with that Lot and to the same party to whom that Lot is being transferred ("the Transferee") the Share held by that Shareholder in the Company
  - (b) Upon the Board being satisfied that
    - (i) The Lot to which the Share relates has been transferred to the same Transferee, and
    - (II) Any declaration of the beneficial interest required under subclause 4 3 2 has been delivered to the Board and shows the Transferee is the beneficial owner of the Lot and the Share, and
    - (III) A transfer in the form approved by the Board and signed by all parties thereto has been delivered to the Company, and
    - (iv) The Transferee entering any deed document or agreement required by the Board to evidence that the Transferee is bound by the provisions of this Constitution

**THEN** the Board shall approve the transfer of the Share to the Transferee provided that such approval shall be given at the cost in all respects of the Transferor

- The Board shall have the absolute right to decline to register any transfer of a Share where the Transferor of such Share has not at the same time transferred to the same Transferee the Lot to which that Transferee is entitled and the provisions of subclause 4 3 4 have not been satisfied. The Board shall comply with section 84(4) of the Act when so declining any transfer.
- 4 2 6 The Board may also refuse to register the transfer of a Share or decline to recognise any instrument of transfer where
  - (a) The Company has a lien on the Share,
  - (b) The proposed Transferor or Transferee is indebted or under any liability to the Company,
  - (c) The proposed Transferee is not a person whom is ordinarily resident in New Zealand and there is a requirement at law to provide a consent, authorisation or other authority to so register the transfer of the Share under any Act, Regulation or other Statutory Regulation and that consent, authorisation or other authority is not forthcoming

#### 4 3 Share Issue

- Where pursuant to the Deed of Covenant a new lot connects to the water supply scheme, the company shall issue one share in the company to the registered proprietor of such lot
- Where pursuant to Clause 4 3 1 the company issues a share to the registered proprietor if such lot, the company shall not require shareholder approval for the issue of such new share and the pre-emptive rights in Section 45 of the Act shall not apply to such share issue

#### 5 MEETINGS OF SHAREHOLDERS

- The provisions of the First Schedule to the Act are adopted to the extent that they are not modified as follows
  - Each Share shall carry one vote Where more than one person or entity jointly owns a Share the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Share register. The provisions of section 36(1) of the Act shall apply
  - The quorum for a meeting shall be the Shareholders present in person or in proxy who are able between them to exercise 8 of the 14 total votes that could be cast if all Shareholders were present
  - 5 1 3 A proxy shall not be valid unless it is received by the Company within a time before the

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start of the meeting specified by the Board such specified time not less than 48 hours before the start of the meeting

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A proxy may be appointed generally or for a specified period or specified meeting. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit but the Company shall not issue any proxy form with a proxy named therein either by name or by reference to an office which he may hold

#### **PURE H20 CARDRONA LIMITED**

day of

I/We	of	
being a Shareholder/S	hareholders of the abovenamed Com	pany, hereby appoint
•	of	or failing him
	of	as my/our proxy to vote for
me/us on my/our beha	If at the (annual or special, as the cas	se may be) meeting of the Company to be held
on the day o	f	·
2000, and at any adj	ournment thereof	
-		

(a) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder of the

Company

SIGNED this

(b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority as required for a document signed under the Land Transfer Act 1952 or in the case of a company a person appointed as attorney in accordance with section 181 of the Act shall be deposited at the registered office of the Company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy or appointment shall not be treated as valid

#### Signature of Shareholder

Where it is desired to afford Shareholders an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or form as near thereto as circumstances admit

#### **PURE H20 CARDRONA LIMITED**

I/We of , being a Shareholder/Shareholders of hereby appoint of or failing him of , as my/our proxy to vote for me/us on my/our behalf at the (annual or special as the case may be) meeting of the Company to be held on the day of 2001 , and at any adjournment thereof

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SIGNED this day of 2002

- (a) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Shareholder of the Company
- (b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority as required for a document signed under the Land Transfer Act 1952 or in the case of a company a person appointed as attorney in accordance with Section 181 of the Act shall be deposited at the registered office of the Company or at such other place within New Zealand as is specified for that purpose in the notice convening the meeting not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, and in default the instrument of proxy or appointment shall not be treated as valid

#### Signature of Shareholder

\* This form is to be used \*in favour of the resolution

against

- \* Unless otherwise instructed the proxy will vote as he thinks fit
- \* Strike out whichever is not desired
- 5 1 5 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
- A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the Share in respect of which the proxy is given if no intimation in writing of such death, insanity, revocation or transfer as aforesaid has been received by the Company, at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used
- 5 1 7 The Board shall in respect of each meeting of Shareholders allow postal voting
- 5 1 8 If a Shareholder owes any moneys to the Company or has failed to pay any Contributions within the stipulated time for payment of such Contributions then that Shareholders voting rights on the Shares held by that Shareholder shall be suspended until such time as all moneys or Contributions have been paid by the Shareholder to the Company
- The provisions of clause 13 of the First Schedule of the Act shall not apply and the Board shall determine how a meeting of Shareholders shall be regulated

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#### APPOINTMENT OF THE DIRECTORS

6

The provisions of Section 153 and 156 of the Act are modified to the extent set out below -

- The first Director of the Company shall be John Allendale Lee and Mary Helen Lee The Company in meeting shall thereafter appoint the Directors as hereinafter provided. Unless and until otherwise determined by the Annual Meeting the number of Directors for the time being of the Company elected by Shareholders shall not be less than three (3) nor more than six (6). Any Director appointed under subclause 6.5 shall be in addition to the Directors appointed pursuant to this clause.
- The Shareholders may from time to time by Ordinary Resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office PROVIDED THAT the number of Directors shall not be reduced to less than three
- At the annual meeting in every other year, at least one half of the Directors for the time being, or if their number is not divisible by two then the multiple rounded down and nearest to one half of the Directors shall (subject to the provisions of subclauses 6 5, 6 8 and 6 9 hereof) retire from office. A Director not re-elected shall retain office until the dissolution or adjournment of the meeting at which his successor is appointed.
  - (b) The Directors to retire in every year shall be those who have been longest in office since their last appointment but as between persons who become directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot
  - (c) A retiring Director shall be eligible for re-election
  - (d) The Shareholders may vote by Ordinary Resolution to appoint a Director of the Company only if -
    - (i) The resolution is for the appointment of one Director, or
    - (ii) The resolution is a single resolution for the appointment of 2 or more persons as Directors of the Company and a separate resolution that it be so voted on has first been passed without a vote being cast against it
  - (e) Where there are more nominations for the position of Director than the available places voting on Directors shall be by way of poll and all of the persons nominated as Directors shall be voted on together in the one poll or ballot and those Directors who are in number equal to the available vacancies and receive the greater number of votes cast in their favour shall be elected as the Directors
  - (f) The Shareholders at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person to fill that vacancy under subclause 6 3(d) In default of such election the retiring Director shall, if offering himself for re-election, be

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Document Set ID: 6467054 Version: 1, Version Date: 20/03/2020 deemed to have been re-elected unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of that Director is put to a meeting and lost

- No person other than a Director retiring by rotation at the meeting shall, unless (g) nominated by the Directors, be eligible for election to the office of Director at any meeting unless at some time after the close of the preceding financial year and not less than thirty days nor more than sixty days (but in the case of a person recommended by the Directors not less than twenty one days) before the date appointed for the meeting there has been left at the registered office of the Company notice in writing signed by a Shareholder fully qualified to attend and vote at the meeting for which the notice is given nominating a person for election and also notice in writing signed by that person of his willingness to be elected Notice of nomination for the office of Director shall either be included in the notice of such meeting or be sent by the Company to each Shareholder entitled to attend the meeting not less than seven days before the meeting Failure to give the notice shall not invalidate the nomination but if notice of nomination is not given as required hereby the meeting so far as election of Directors is concerned, shall stand adjourned until some later date to be fixed by the chairman of the meeting and not less than seven days' notice of the nomination shall be given before any such adjourned meeting may proceed to elect Directors
- The Directors shall have (subject to clause 6.7) power at any time and from time to time to appoint a Shareholder -
  - (a) To be a Director either to fill a casual vacancy, or
  - (b) As an additional Director

Any Directors so appointed shall hold office only until the conclusion of the next annual meeting and shall then be eligible for re-election

- The Directors shall have the power at any time and from time to time to appoint one Director who shall not be required to hold a Share in the Company Such Director shall be appointed on the following basis
  - (a) That director shall be appointed for such term (not exceeding three years) and at such remuneration as the Board considers to be in the best interests of all. Shareholders and shall be in addition to the Directors appointed under subclause 6.1
  - (b) The terms and conditions of appointment of such Director shall be subject to ratification of Shareholders at the annual meeting following his/her appointment and if not so ratified that Director shall resign at the conclusion of that meeting
  - (c) If that Director resigns or ceases to hold office then the Board may appoint another person to that position
- 6 6 Any Director (subject to clause 6 7) may appoint any person approved by the other Directors and

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not being a Director, to be an alternate or substitute Director during his absence or inability to act as a Director. The appointee, while he holds office as an alternate Director, shall be entitled to all notices of meetings of the Directors and all papers, minutes or documents sent to Directors and to attend and vote at any meetings of Directors but shall not vote at that meeting except in the place of the Director for whom he is an alternate and he shall not require any qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor. Any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the registered office of the Company. The appointment of an alternative Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director who appointed him shall cease to be a Director.

- A Director and alternate Director (except for one Director of the Company appointed under subclause 65 whom shall not be required to hold a Share) must be a Lot owner and a Shareholder or if the Lot owner and Shareholder is a company or a trust be a Shareholder, director, trustee or beneficiary of such company or trust
- 6.8 The office of Director shall be vacated if the Director -
  - (a) Would be or is disqualified under Sections 152(2), 152(3), 382 and 383 of the Act, or
  - (b) Resigns his office pursuant to subclause 6 9 hereof, or
  - (c) Absents himself from attendance at meetings of the Directors continuously for the space of six months without special leave of absence from the Directors and his alternate (if any) shall not have attended any such meeting in his stead and the other Directors shall resolve that his office be vacated by reason of such absence of himself and his alternate
- A Director may retire from his office at any time by tendening to the Company a notice in writing of his resignation or by announcing the same at a meeting of the Board of the Company. A resignation by notice as aforesaid shall take effect as from the time of receipt of such notice at the registered office of the Company unless a later date is specified in the notice. A notice of resignation may be given by telegram, facsimile, electronic transfer or other similar means.

#### 7 DIRECTORS REMUNERATION

In addition to the powers contained in Section 161 of the Act and subject to the restrictions hereinafter contained -

Subject to the provisions of clauses 6 5(a) and 7 3 of this constitution the Directors shall be paid out of the funds of the Company such sum or sums or at such rate per annum by way of remuneration for their services as Directors as the Shareholders may at any meeting from time to time by resolution determine and any such determination shall not be increased nor any greater sum voted than in the previous year unless notice of intention to move accordingly, specifying therein the amount of the proposed increase, has been given to Shareholders in the notice convening the meeting

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- Such remuneration may be fixed for all or any of the Directors individually or collectively, or partly by the one and partly by the other of such means, and any remuneration payable to any Directors collectively shall be divided amongst them in such proportions and in such manner as they may determine and in default of such determination shall be divided amongst them in equal proportions
- The Directors may award additional remuneration out of the funds of the Company by a fixed sum or at a fixed rate to any Director or committee of Directors rendering any special services for any of the purposes of or in the interests of the Company or for undertaking any work additional to that required of directors of a company similar to the Company and without any such award each Director shall be entitled to reasonable expenses for or in connection with any journeys undertaken by him on the Company's business
- A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company
- Any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested shall not be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of the Director holding that office or of the fiduciary relation thereby established
- Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director <a href="PROVIDED THAT">PROVIDED THAT</a> nothing herein contained shall authorise a Director or his firm to act as auditor to the Company

#### 8 PROCEEDINGS OF DIRECTORS

The Third Schedule of the Act is modified to the extent set out below -

#### 8 1 Regulate Own Proceedings

The Directors may meet together for the despatch of business, adjourn, or otherwise regulate their meetings and proceedings as they may think fit and may determine the quorum necessary for the transaction of business

#### 82 Quorum

Until otherwise determined three (3) Directors shall form a quorum. If a quorum shall not be present at a meeting then the meeting may be adjourned for at least 72 hours and notice of the day time and place for such adjourned meeting shall be given to all Directors either verbally or in writing at least 48 hours prior to the time of such adjourned meeting.

#### 8 3 Notice of Adjourned Meetings

Every Director in New Zealand shall be given notice of a meeting either verbally or in writing. There shall be no time within which such notice shall be given and the failure to give such a

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notice to any Director shall not invalidate any meeting of Directors. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, power and discretions by or under the Constitution of the Company or the Act for the time being vested in or exercisable by the Directors generally

- A meeting of Directors may be held by means of audio or audio and visual communication by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting. If a Director's meeting is held by means of audio or audio and visual communication then
  - (a) At the commencement of the meeting each Director must acknowledge his presence for the purpose of a meeting of the Directors of the Company to all the other Directors taking part
  - (b) A Director may not leave the meeting by disconnecting his communication medium unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during that meeting unless he has previously obtained the express consent of the Chairman to leave the meeting as aforesaid
- 8 5 It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from New Zealand but if he has appointed an alternate Director under the provisions of this Constitution notice shall be given to such alternate Director
- The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Constitution of the Company as the minimum number of Directors (3 Directors), the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a meeting of the Company but for no other purposes
- The Directors may delegate any of their powers as set out in Section 130 of the Act
- All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director
- The Board and any committee or delegate under subclause 8.7 hereto shall cause minutes to be made in books provided for the purpose of recording -
  - (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors,
  - (b) all Resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors

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Any such minutes of any meeting of the Directors or of any committee or of the Company if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be receivable as prima facile evidence of the matters stated in such minutes

The Board may from time to time and at any time by power of attorney executed in accordance with Section 180(1)(a) of the Act appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as they may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him

#### 9 CONTRIBUTIONS

9 1 The Company shall be entitled to recover from each Shareholder such amounts as the Board may determine from time to time (called "Contributions") All such Contributions shall be established and collected from time to time as set out in subclauses 9 2 to 9 9 hereof

#### 9 2 Use of Contributions

Contributions levied by the Board shall be used exclusively for the purposes of ensuring appropriate funding for the Business of the Company-

#### 9.3 Establishing the Contributions

Each financial year, the Company shall estimate the expenses to be incurred by the Company during each year in performing its functions, including without limitation a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Contributions sufficient to pay such costs shall then be levied as herein provided, and as between the Shares, the amount of the Contributions levied against each Share shall be equal and uniform. The level of Contributions set by the Company shall be final and binding. If the sums collected prove inadequate for any reason, including non payment of any individual Contributions, the Company may at any time, and from time to time, levy further Contributions in the same manner as aforesaid. All such Contributions shall be due and payable by the Shareholder to the Company during the financial year in equal monthly, quarterly, semi-annual, annual, or other periodic instalments, as the Company determines in its sole discretion, on or before the first day of the applicable period.

#### 9 4 Due Date of Contribution

The first Contribution shall become due and payable in accordance with the periodic payment schedule established by the Company in accordance with section 9.3 Payments shall be considered in arrears if not paid within 90 days after their due date

#### 9 5 Late Charges

If any Contribution is in arrears the Shareholder may be required by the Company to pay a late charge including interest at 2% per month at such rate as the Board may designate from time to

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time, and such late charge (and any reasonable handling costs therefor) shall be a lien upon the Share to which the Contribution relates, collectable in the same manner as herein provided for collection of Contributions

#### 9 6 Buyer's Personal Obligation for Payment of Contributions

The Contributions and late charges provided for herein shall be the personal and individual debt of the Shareholder. No diminution or abatement of Contributions shall be allowed for inconveniences arising from the making of repairs or improvements to the Access Lots or any Lot, and the Shareholder may not exempt himself from liability for such Contributions and charges through non-use of the Lot or otherwise.

#### 97 Lien

The Company shall have a lien over the Shares in the Company in respect of all Contributions and other moneys from time to time payable by a Shareholder to the Company

#### 98 Liability for Contributions Where Transfer of Share

Where a transfer of a Share is made to a Transferee the Transferee agrees to indemnify and keep indemnified the Company from all actions claims demands losses and other payments due and payable to the Company and for which the Transferee is liable and the Transferor, subject to payment of all Contributions and any other monies owed by the Transferor as at the date of the transfer of the Share, shall be released from any liability to the Company

#### 10 **POWER OF ATTORNEY**

For the purpose of enabling the conduct of the Business or the carrying out of any other act relating to the Company and subject to the prior approval of the Shareholders by Special Resolution each Shareholder appoints the Company as the attorney of the Shareholder and in the Shareholder's name to sign all transfers, surrenders, assignments, deeds, documents, and other instruments as may be necessary to carry out any of the directions or resolutions contained in such Special Resolutions so as to give effect to those Special Resolutions

#### 11 ARBITRATION

Except where otherwise expressly provided hereunder if at any time any dispute, doubt or question shall arise between the Shareholders touching upon the construction meaning and effect of this Constitution or the rights and liabilities of any Shareholder or over any account or contribution then every such dispute or question shall be referred to the arbitration of a single arbitrator if one can be agreed upon or failing agreement to the arbitration of an arbitrator nominated by the President for the time being of the Otago District Law Society and every arbitration pursuant to this clause shall be in accordance with the provisions of the Arbitration Act 1996 or any statutory modifications or re-enactment thereof

#### 12 MISCELLANEOUS

The following provisions of the Companies Act 1993 are hereby negated, namely Section 52 – Distribution by Authority of Board

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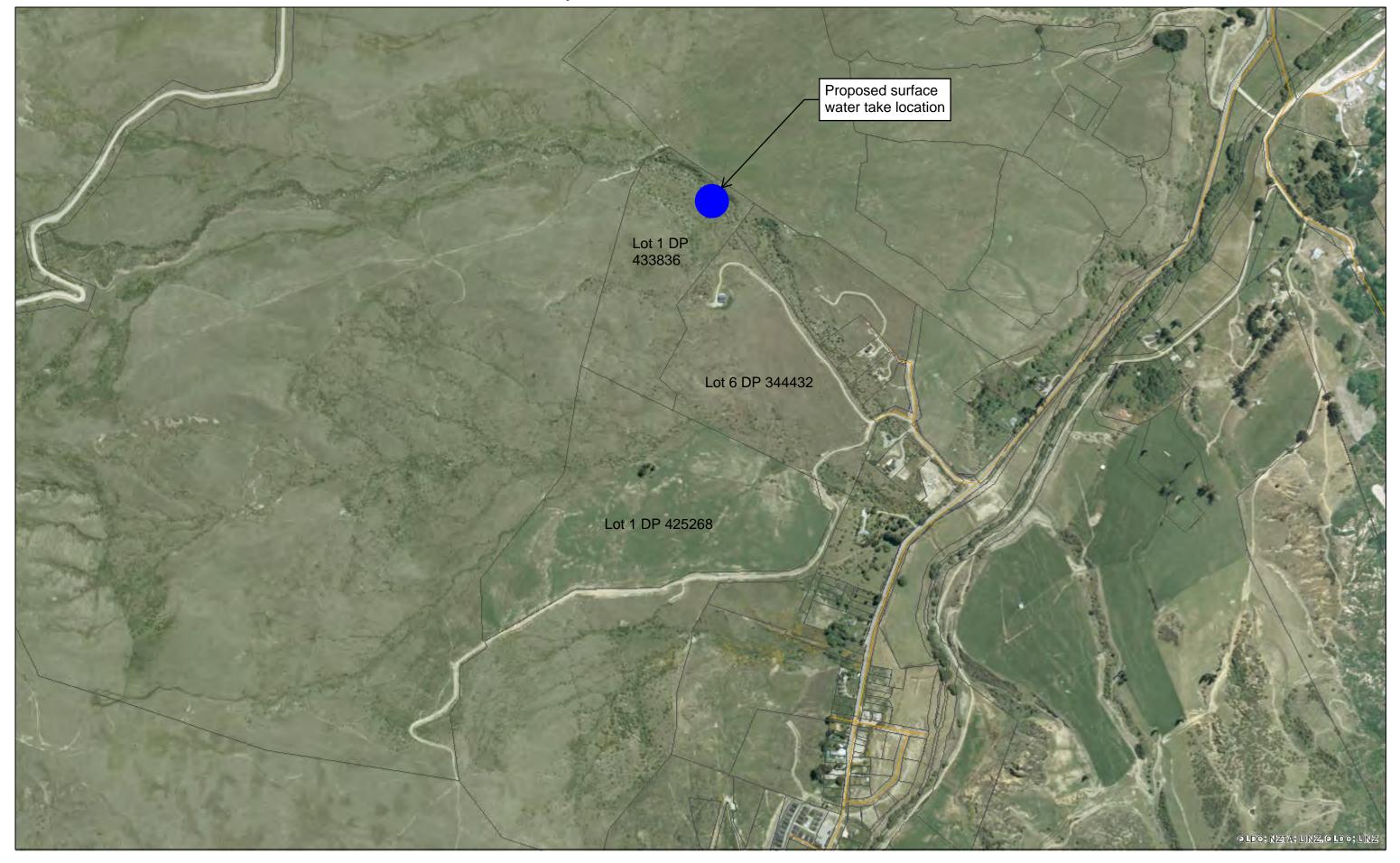
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# Proposed surface water take

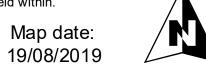


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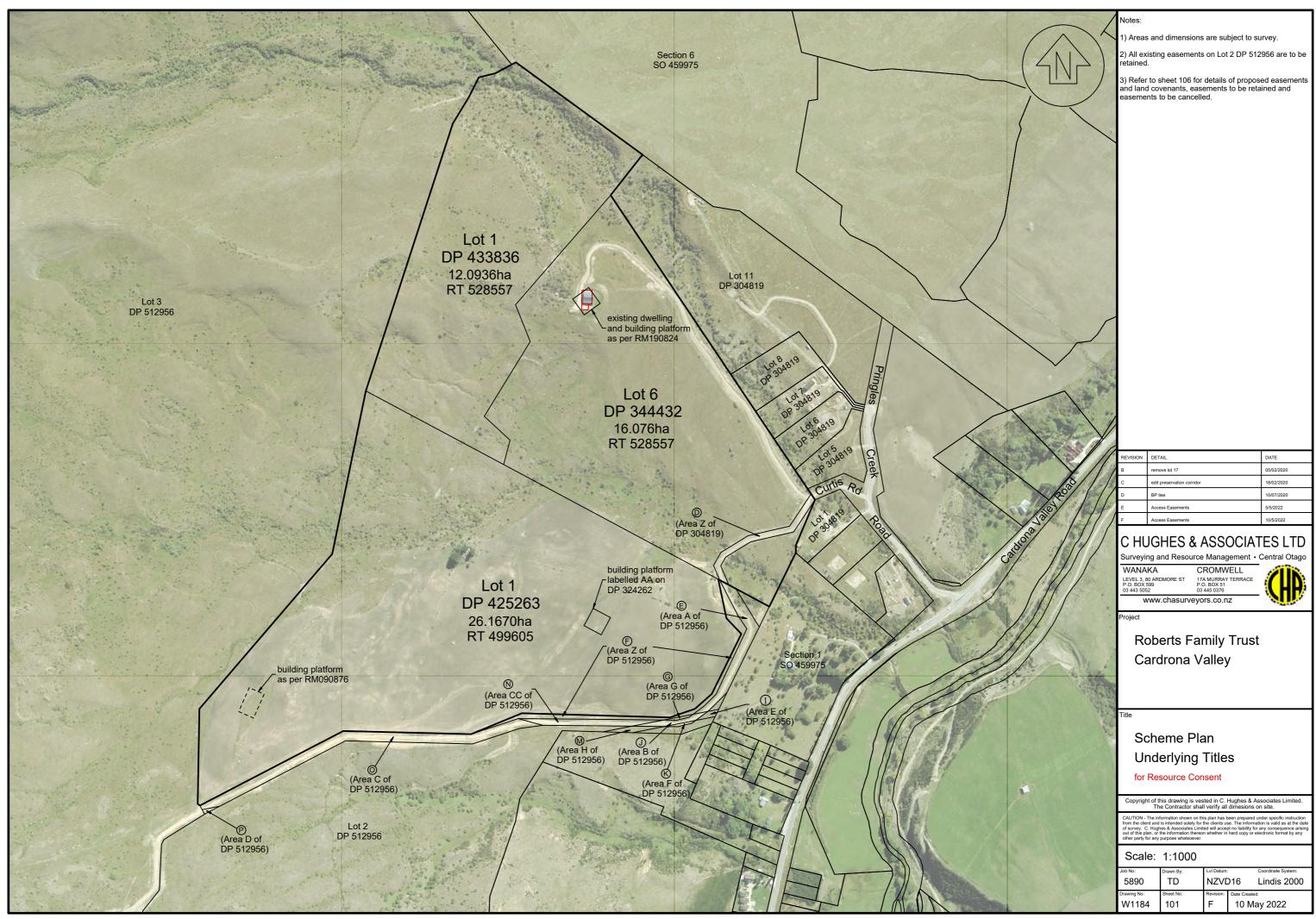


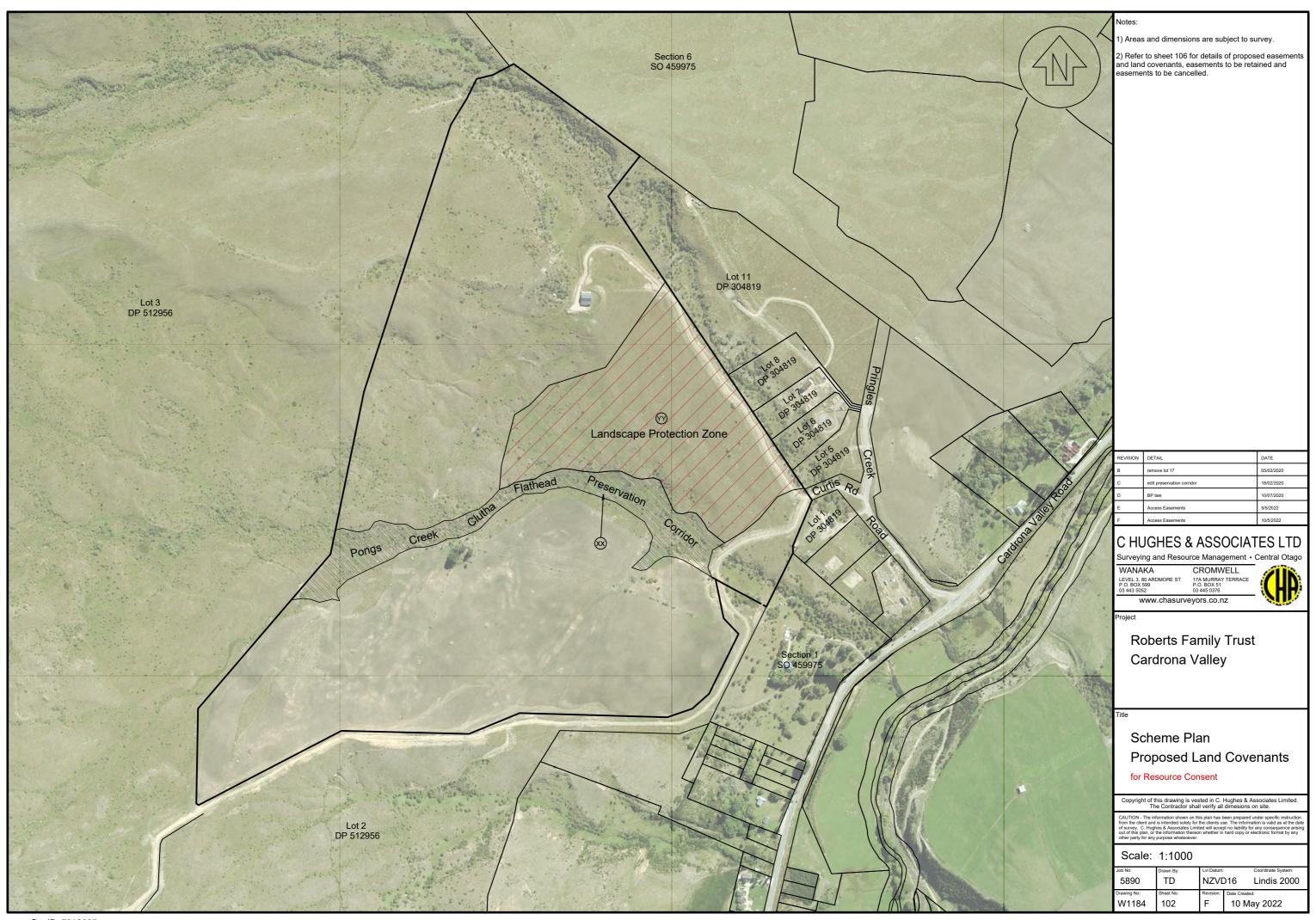
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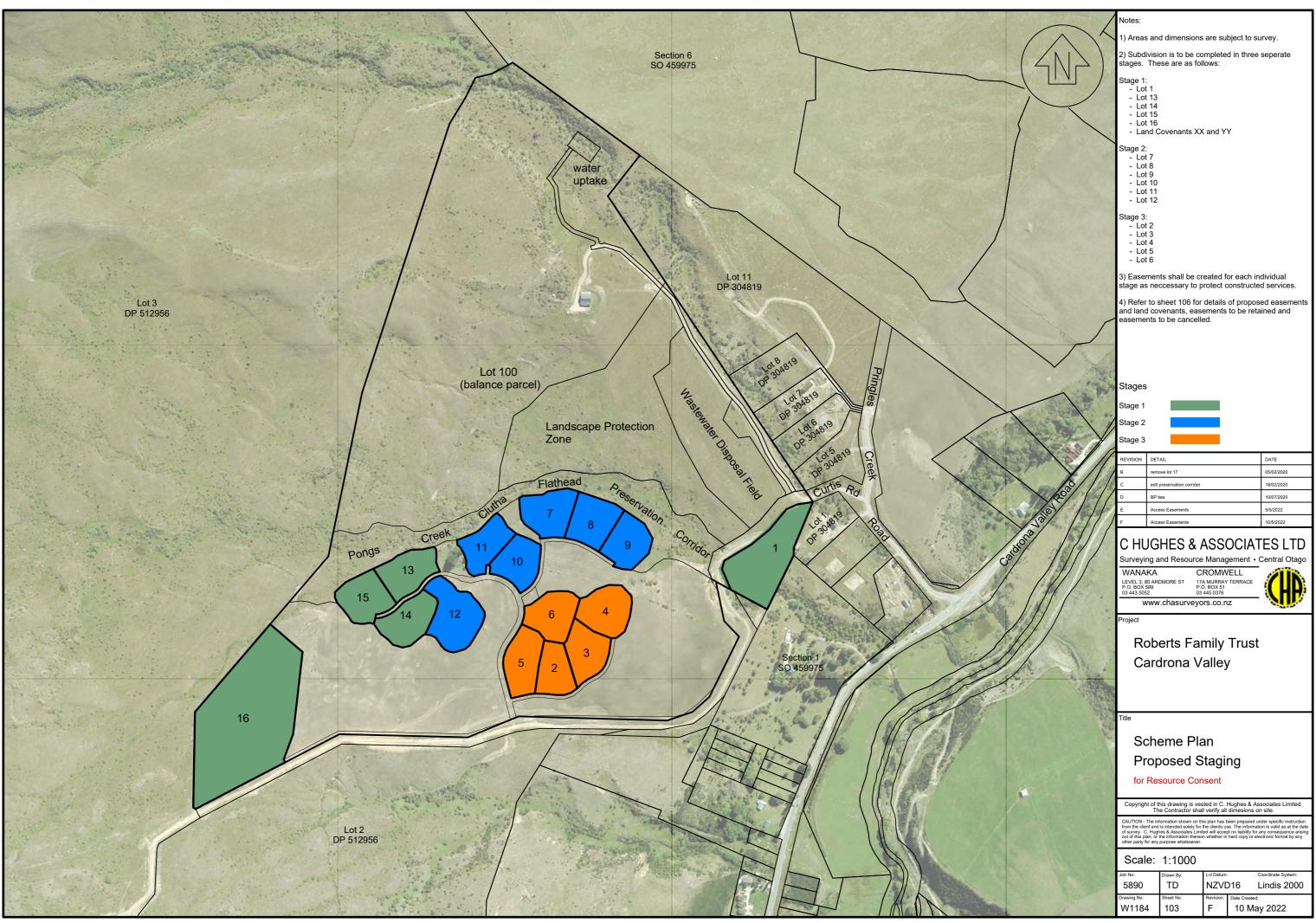
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#### Schedule of Existing Appurtenant Easements

Purpose	Shown	Burdened Land /	Benefitted Land / Dominant Tenement	Creating Document	
'		Servient Tenement	Dominant Tenement	· •	
right of way		Lot 2 DP 512956	Lot 1 DP 433836 Lot 6 DP 344432 Lot 1 DP 425263		
right to transmit electricity	E J N K			EI 6097426.5	
right to transmit telecommunications	E J N K				
right to convey water					
right to convey electricity	GJPIMU	Lot 2 DP 512956	Lot 1 DP 19397	T 838333.3	
right of way	right of way				
right to convey water	E J N K F G O P	Lot 2 DP 512956	Lot 1 DP 425263	El 8574798.5	
right to convey telecommunications & computer media	GOP	LOL 2 DF 312930	LOC 1 DF 423203	EI 03/4/90.3	
right to convey electricity					
right of way	E J N K F G O P	Lot 2 DP 512956	Lot 3 DP 512956	EI 10872078.2	

### Existing Easements in Gross to be Cancelled

Purpose	Shown	Burdened Land / Servient Tenement	Creating Document	
right to convey electricity	D (Z on DP 344432)	Lot 6 DP 344432	EI 6378833.1	

\*Area YY is a "Landscape Protection Zone" land covenant. This overlaps part of Area B and all of Area ZZ.

\*Area XX is a land covenant for the "Pongs Creek Clutha Flathead Preservation Corridor".

\*All existing easements and land covenants on Lot 2 DP 512956 are to be retained.

\*Lots 1 - 16 are subject to building platforms and curtilage areas - see Sheets 104 and 105.

#### Memorandum of Easements

Purpose	Shown	Burdened Land / Servient Tenement	Benefitted Land / Dominant Tenement	
right of way	С	Lot 100	Lot 1	
right of way				
right to convey water	С	Lot 100	Lot 3 DP 512956 Lot 5 DP 344432 Lot 1 & 2 DP 512956	
right to convey telecommunications & computer media	Ü			
right to convey electricity				
right of way	CQRSTU	Lot 100	Lots 2 -16	
right of way	S	Lot 100	Lot 2 DP 512956	

# Memorandum of Easements in Gross

Purpose	Shown	Burdened Land / Servient Tenement	Benefitted Land / Dominant Tenement
right to convey electricity	BCQRSTU	1 1 100	Aurora Energy Ltd
right to convey telecommunications & computer media		Lot 100	Chorus New Zealand Ltd
right to convey electricity	Α	Lot 100	Aurora Energy Ltd
right to convey water	ABCQRSTU	Lot 100	Management Company
right to drain sewage	BCQRSTUZZ	Lot 100	Management Company
right of way	CQQSTUZZ	Lot 100	Management Company
right to take & store water	А	Lot 100	Management Company
right to convey electricity	E F G J K N O P	Lot 2 DP 512956	Aurora Energy Ltd
right to convey telecommunications & computer media	KNUF	LUI Z DP 312936	Chorus New Zealand Ltd
right of way right to convey water right to drain sewage	E F G J K N O P	Lot 2 DP 512956	Management Company



#### Notes:

I) Areas and dimensions are subject to survey.

2) Lots 1 - 16 are subject to building platforms and curtilage areas as per Baxter Design Master Plan (See Sheets 104 and 105)

REVISION	DETAIL	DATE
В	remove lot 17	05/02/2020
С	edit preservation corridor	18/02/2020
D	BP ties	10/07/2020
E	Access Easements	5/5/2022
F	Access Easements	10/5/2022

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Roberts Family Trust Cardrona Valley

Scheme Plan Easement & Covenant Detail

for Resource Consent

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# Landscape Assessment Report

# Roberts Family Trust | McDougall's Block

Curtis Road, Cardrona Valley

January 2019

# INTRODUCTION

- 1. This report assesses the landscape effects of a proposed subdivision off Curtis Road, Cardrona. The Applicant seeks land use consent for the formation of 16 lots (one of which will contain a previously consented building platform under RM090876), including the establishment of 15 additional residential building platforms (RBP), associated curtilages, access ways, infrastructure, earthworks, and landscaping. The proposal also includes provisions for ecological protection and enhancement within the central development area, and a landscape protection zone.
- 2. This report assesses the potential effects of the proposal on landscape and visual amenity. It includes the following:
  - Description of the site and wider landscape;
  - Description of the proposal;
  - Landscape Assessment;
  - Conclusion.
- 3. The following Attachments are included in this report:

Attachment A - Concept Masterplan	(refer: Baxter Design 2738-SK40)
Attachment B – Planting Palette	(refer: Baxter Design 2738-SK25)
Attachment C - Lot Schedule	(refer: Baxter Design 2738-SK26)
Attachment D - Contour Plan	(refer: Baxter Design 2738-SK27)
Attachment E - Protection Zones	(refer: Baxter Design 2738-SK28)
Attachment F - Location Plan	(refer: Baxter Design 2738-SK29)
Attachment G - Photographic Study A and B	(refer: Baxter Design 2738-SK09)
Attachment H - Photographic Study C and D	(refer: Baxter Design 2738-SK10)
Attachment I – Photographic Study E and F	(refer: Baxter Design 2738-SK30)
Attachment J – Photographic Study G and H	(refer: Baxter Design 2738-SK31)
Attachment K - Photographic Study I and J	(refer: Baxter Design 2738-SK32)
Attachment L - MCSSZ Comparison	(refer: Baxter Design 2738-SK33)
Attachment M - Design Controls	
	Attachment C – Lot Schedule Attachment D – Contour Plan Attachment E – Protection Zones Attachment F – Location Plan Attachment G – Photographic Study A and B Attachment H – Photographic Study C and D Attachment I – Photographic Study E and F Attachment J – Photographic Study G and H Attachment K – Photographic Study I and J Attachment L – MCSSZ Comparison

- Attachment N Water Take Area (refer: Baxter Design 2738-SK41)
- Attachment O Wastewater Treatment Plant (refer: Baxter Design 2738 SK42)
- Attachment P Landscape Memo August 2020

#### DESCRIPTION OF THE SITE & WIDER LANDSCAPE

- 1. The Cardrona Valley has a varying typology of landscape and activity including rural farmland, permanent and short-stay housing, and tourism activities which include the Cardrona Ski field, the Snow Farm, walking tracks, horse trekking, a distillery, and the historic Cardrona Hotel. Entering the valley from the south, the base of the valley reads as a flat and narrow channel, widening towards the Cardrona Village. High-density residential dwellings are positioned south of the hotel, while lower density residential lots are scattered amongst the gentle hillock valley floor surrounding the village. Pastoral farms are situated on the valley floor north east of the Cardrona Hotel. The valley is enclosed by picturesque mountainous ranges, scattered alpine vegetation and pastoral lands. The valley is surrounded by significant mountain ranges. On the western side of the valley is Mount Cardrona and the Cardrona ski field, with the Pisa Ranges on the east. An incised escarpment along the western side of Cardrona Valley Road creates a plateau at the foot of Mount Cardrona with gentle hillocks and rolling landscapes spread across the remaining area. The consented Mount Cardrona Special Zone is located on this plateau.
- 2. The Cardrona Village is adjacent to Cardrona Valley Road on both the eastern and western sides spread across approximately 2.2km of the valley. The village is centred around the historic Cardrona Hotel. Residential lots and dwellings are scattered in and around the perimeter of the village, while high-density accommodation is located south of the hotel. The buildings in the area are a mix of rustic, 'farmyard style' barns, and modern designed dwellings, adding to the rich historic character of the site.
- 3. Across the road from the Cardrona Hotel, to the east, a proposed 53 lot subdivision of lots 7-17 DP440230 by Brooklynee Holdings Ltd (director Kathy Lynne) is planned as part of RM110441, this proposal is currently on hold according to QLDC. Another development in the same location proposed by Cardrona Village Ltd seeks resource consent for development centred on Soho Street and Rivergold Way as part of RM190669. The proposed development comprises of a mix of hotels, serviced apartments, residential apartments, serviced terrace units, residential terraced units, residential dwellings, and a hostel across approximately 3.2 ha of land currently zoned as Rural Visitor under the QLDC ODP.
- 4. The Mount Cardrona Special Zone (MCSZ) is situated between the Cardrona ski field access road, and the subject site boundary approximately 1.7km north from the Cardrona Hotel. The zone provides for 480 mixed density housing lots, 80-bed four and a-half star hotel, an an18-hole golf course and facilities, open fields, biking, walking, and horse trails within its 131ha area. Attachment L displays an approximate lot layout scheme which represents the proposed density of the MCSZ in comparison to the applicants site and proposed density
- 5. Throughout this report 'subject site' refers to the entirety of the area for which this report is for. 'Development area' refers to the area of land within the subject site that is proposed for the bulk of the development (refer Attachment F).
- 6. The subject site is located on an elevated portion of land, west of the Cardrona Village, and is referred to as the western plateau in this report. The subject site landform is a gently undulating landscape with rolling hills, moderate slopes, and small ridges, north-west of the Cardrona Hotel (refer Attachment F). The site landform falls towards the north, rising up from the flatter terrace form on which the MCSZ is located. Within the site landform are minor gullies, terraces and hillocks.

- 7. Access to the subject site is via a right of way easement off Curtis Road, which is accessible via Pringles Creek Road, approximately 750m north-west from the Cardrona Hotel off Cardrona Valley Road.
- 8. The subject site currently contains one residential dwelling, located towards the northern boundary. Five residential lots (four with residential dwellings) are located on Gin and Raspberry Lane, adjacent to the subject site on the eastern boundary near Pringles Creek. Curtis Road is chip-sealed for half of its length. The remainder of the road is gravel. The gravel road then forks to service the residential dwelling to the north, and continues along the western boundary of the site.
- 9. The subject site landscape is an undulating landform, covered predominantly in open pasture grass with scattered alpine vegetation. Small valleys are present through the site running southnorth, with gentle gradients. Pongs Creek flows through the site from west to east. Pongs Creek contains a diversity of alpine plant species which contribute to the natural character, meandering through the pastoral landscape within a defined catchment.
- 10. This undulating landform continues along the western plateau and rises into the development area which is predominantly pastoral land with remnant native alpine vegetation. Before pastoralism, indigenous vegetation would have dominated this landscape, as evident by the remnant vegetation across the landscape and within Pongs Creek. The development area is bordered by Pongs Creek to the north (refer Attachment F). The general slope across the development area rises from the creek towards the southern boundary where a consented RBP [RM090876] is located.
- 11. Two historic water races pass through the site, The Cardrona Company Race, and Littles Water Race. These have been damaged due to pastoral activity over time. There are eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone' with the proposed communal disposal field being designed with respect to these features in order to maintain their integrity.
- 12. The subject site and development area has expansive views of Mount Cardrona, the Cardrona Valley, and the Pisa Ranges to the east. These undulating terrain, gentle slopes, and ridges have been utilised to drive the design layout of the proposed development, with roading following landform and dwelling clusters located within minor valleys where possible.

# DESCRIPTION OF THE PROPOSAL

- 13. The subject site is legally described as Lot 1 DP433836 & Lot 6 DP 344432 and Lot 1 DP425263 (Roberts Land) and Lot 2 DP 512956 (Mt Cardrona Station Land) and is approximately 54ha in area. The site, in its current form, is predominantly a pastoral landscape with one residential dwelling. Pongs Creek, a small creek, runs from the west to the east and situated north of the proposed development area.
- 14. This application seeks to subdivide the site into 16 separate lots (refer Attachment A). Each lot will contain a residential building platform (RBP) and residential curtilage areas. Each future residential dwelling will be subject to Design Controls (refer Attachment M) which dictate the future landscape and architectural treatments including, but not limited to, fences, service areas, utilities, planting, building height, cladding colour, materiality, and permitted activities within curtilage areas. These controls will dictate the design vision, enhancing the rural character of the landscape, while recreating a wild alpine ecology through the site. This will ensure the overall

- landscape pattern is visually consistent, contiguous, and complimentary to the natural and pastoral character of the site.
- 15. It is noted that planting controls come in two levels, being those undertaken at the time of the **development**, 'wrapping' around building platforms and lots, and then those controls which enable that indigenous planting to continue within lots, subject to future landowners owners design layouts.
- 16. One RBP within the proposed development is previously consented under RM090876 and will be located within Lot 16 (refer Attachment C).
- 17. The previously consented RBP mentioned above, has been varied slightly to reduce potential adverse effects in regards to earthworks and visibility (refer to earthworks plans prepared by CFMA contained within RM090876). A summary of the variations are:
  - i. The RBP remains as 1000m<sup>2</sup>
  - ii. The RBP has been rotated approximately 90° clock-wise to orientate the RBP 'along' the slope, rather than against the slope, reducing cut/fill.
  - iii. The proposed driveway is orientated to 'run with' the topography, reducing earthwork cut/fill.
  - iv. As a result of the above, the RBP has been lowered approximately 2m from an F.F.L of 667.00 to 665.00
  - v. The removal of the additional mounding located on the ridgeline east of the RBP.
  - vi. The removal of the proposed planting.

(Refer to Holmes calculations for proposed Lot 16 for confirmation of the above)

- 18. A single access to the proposed development will come off Curtis Road and follow the western edge of the boundary firstly servicing Lot 1 (refer Attachment C). This road will connect to an existing easement which borders the southern boundary edge of the site. A proposed 5.5m wide chip sealed road will enter the site from the southern boundary edge, pass through the site to service the 14 Lots within the development area. Two secondary roads branch off the main road each 3.5m wide. The first road will service lots 2 4, and the second will service the lower creek lots 7 9. Gravel driveways will be constructed to provide access to each lot. Each driveway is to be no more than 3.5m in width as set out in the Design Controls (refer Attachment M).
- 19. Lot 16 has separate access off the current right of way easement from the south. (refer Attachment C).
- 20. Lots 1, and 16 are positioned outside the main development area occupying the eastern, southern, and northern corners of the subject site (refer Attachment A and C).
- 21. Each RBP and lot has a specified datum and approximate area (refer Attachments D and C respectively).
- 22. The positioning of the lots within this application are set out in Attachment C and are as follows:
- 23. Lot 1 is situated on the northern side of Pongs Creek in the eastern corner of the subject site. This lot includes a small portion of Pongs Creek which will be protected by covenant (refer Attachment C).
- 24. Lots 2 6, 'The Valley Cluster', is the first cluster of residential lots in the development area. These lots have been positioned behind a small eastern ridge nestled into a small valley (refer Attachment C).

- 25. Lots 7 9, 'The Creek Cluster', lines the lower tail of Pongs Creek before it reaches Lot 1. These lots are bound by the creek and will be heavily vegetated as part of the native planting framework undertaken by the developer (refer Attachment C).
- 26. Lots 10 15, 'The Hill Cluster', is positioned on the upper slopes of the development area. Ranging from datum levels between 601 630 MASL. Each lot has a 'standalone feel' to it as each neighbouring lot are at varying heights either below or above one another (refer Attachment C). A minor adjustment to the datum levels of Lots 11 and 13 was proposed by the applicant, set to be raised by 750mm to an F.F.L of 604.75 (Lot 11) and F.F.L of 621.75 (Lot 13). This has been deemed to have no effect on the conclusions in this report (refer Attachment P).
- 27. Lot 16 (with consented building platform RM090876) is situated behind a small ridgeline aligning north-south. This Lot secludes itself from the development area with a separate access off the current right of way easement, with the building platform nestled behind a small ridge running west to east (refer Attachment C).
- 28. Earthworks will be required within the development area to create flat RBPs, with softened sloped curtilage areas, and gentle meandering roads to work within the existing topography and landform types. These proposed earthworks are designed to accentuate existing valley and ridge landforms to suit the proposed residential RBPs while creating separation in other clusters from neighbouring lots (refer Attachment D).
- 29. The main development area, which incorporates Lots 2-15, adopts an indigenous planting and ecological framework planted by the developer. The indigenous planting and the associated fencing to protect this, will enhance existing vegetation within the development area. Pongs Creek is to be fenced and protected by covenant named 'Pongs Creek Clutha Flathead Preservation Corridor'. The intention behind this covenant is to protect Pongs Creek and its margins from stock further damaging the ecology in this area, and protect the 'Nationally Critical' Clutha Flathead Galaxias which inhabits a part of Pongs Creek. This will allow the creek and its margins to naturally regenerate.
- 30. Across the indigenous planting framework, a variety of species with equal coverage will ensure that an alpine vegetated landscape is reinstated across the site. This framework encompasses an area of approximately 4.6ha (refer Attachment B). Future lot owners will undertake planting within their respective curtilage areas and be restricted to the plant list and specifications set out in the Design Controls (refer Attachment M). This ensures that curtilage vegetation blends successfully into the wider network both visually and ecologically. Once mature, the proposed native planting framework will also partially mitigate external views of future residential dwellings.
- 31. Fences are proposed for lot boundaries, the 'Pongs Creek Clutha Flathead Preservation Corridor', native planting areas, and pastoral grazing areas. Fences will follow both sides of the proposed driveways and the boundaries of each proposed lot. All fencing is in traditional 7 wire farm fence, typical of fences in this landscape. All lands outside of the planting areas and roadways will continue to be managed as a working farm controlled by condition of consent. The open space area surrounding the indigenous planting and lots outside the native planting areas is approximately 34ha in size. Stock crossings and gates will be located where they best facilitate the movement of stock across the paddocks and roads. Proposed fencing will also prevent stock from entering Pongs Creek as part of the 'Pongs Creek Clutha Flathead Preservation Corridor'.
- 32. The proposed development includes protection areas to enhance the natural character of site, and the ecological benefits of Pongs Creek, mentioned briefly above (refer Attachment E). The 'Pongs Creek Clutha Flathead Preservation Corridor' encompasses an approximate area of 3.7 ha, which will be fenced in order to protect Pongs Creek from grazing stock, allowing the area to naturally enhance and protect the ecological amenity. The proposed 'Landscape Protection Zone'

- maintains the pastoral character of the area of land between proposed dwellings and existing dwellings on Gin and Raspberry Lane. This covenant encompasses an approximate area of 8.6ha and will prevent future subdivision in this zone.
- 33. Taking all of the above into account, the proposed development is intended to be an integrated development of low darkly coloured dwellings within an extensive framework of plantings. The development will **not be 'suburban' in character**. Rather, it will appear as a contiguous palette of dark roofs and natural wall claddings within a planting framework that is up to 2 2.5 metres in height. Being located on a slope ensures that views towards the site from further afield will experience a visible backdrop of planting around each lot as well as foreground planting.
- 34. A communal disposal field is proposed for Lots 1-15 located within the 'Landscape Protection Zone' (refer Attachment O). Wastewater infrastructure will be below ground, with a 20m² control shed. A 4m wide gravel access road is proposed, with space for 3m x 3m hardstand for unloading consumables. Indigenous planting has been recommended to surround the shed and unloading area to mitigate visual effects. If it is determined that the disposal field requires fencing, a traditional 7 wire farm fence will close the area (refer to the Proposed Onsite Wastewater Management System Site Assessment Report prepared by e3 Scientific). The previously consented disposal field for Lot 16 (RM090876) is to remain with minor adjustments in response to the rotation of the building platform.
- 35. An approximate area is shown on Attachment N for the proposed water take area and for the development for potable water storage and local treatment (refer Attachment A for location) Approximately 5x 30,000L concrete tanks will be located here and fully buried (refer to the report prepared by Holmes for further details). A 20-foot container and two 5m² sheds are also proposed. To mitigate any visual effects, the container and two sheds will be painted in dark recessive colours, with the container partially buried. Mounding and indigenous planting will screen the sheds and container. A 4m wide access road has been proposed, linking to the driveway of the existing dwelling. The access road will follow the contours to minimise earthworks.
- 36. A water reservoir for the development is proposed near the entrance to lot 16, comprised of six water tanks above ground, at approximately 30m³ each (location indicated on Attachment A). Located in the southwest corner of the property behind a knoll, the water tanks will have no visual impact on boundaries lot 16 or any other lots and assessed to have negligible visual impact beyond the development.
- 37. The proposed development is set to be established in stages to alleviate impact on the surrounding residences and landscape (refer to Staging Plan prepared by Holmes). The stages are currently proposed as follows;
  - i. Stage 1: Lot 1, Lot 16, Lot 13, Lot 14, Lot 15
  - ii. Stage 2: Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12
  - iii. Stage 3: Lot 2, Lot 3, Lot 4, Lot 5, Lot 6

#### LANDSCAPE ASSESSMENT

Methodology

38. The site design underwent several iterations in which possible RBP locations were assessed and analysed. Photographs were taken from adjacent areas to assess the visibility of the subject site from these locations. The potential visual effect of each building platform was assessed on site

- and from further viewpoints. In general, the form and scale of lot density and layout was driven by the desire to integrate dwelling, roading, and vegetation.
- 39. To ensure that the design outcome is that as is intended, extensive Design Controls have been created to address the specific character of the landscape and dictate architecture and landscape matters within each lot.

Landscape Category

- 40. According to the QLDC Operative District Plan (ODP), the site is located within the Rural General Zone and is shown in the Planning Maps 10 and 24a. The site is located on rural land described as Outstanding Natural Landscape District Wide (ONL-DW).
- 41. It is noted that this ONL landscape is transitional in character and that the relatively undeveloped rural character that currently exists across this plateau will change in the immediate future to a more developed landscape that will include the large MCSZ and works to be undertaken on the Ski Field sub zone land including potentially considerable car parking and possibly a large access gondola, should Cardrona Ski field expand to include Soho ski field.
- 42. The following assessment addresses the ONL-DW Assessment Matters contained within part 5.4.2.2 (2) of the QLDC ODP.
- 43. The following assessment also acknowledges the QLDC Proposed District Plan (PDP). The PDP locates the site on rural land described as Outstanding Natural Landscape (ONL) on planning Maps 10 and 24a. The report will also assess the proposed development using the Assessment Matters contained within part 21.21.1 Outstanding Natural Features and Outstanding Natural Landscapes (ONF and ONL)

Level of Effect

44. The following seven point scale derived from the New Zealand Institute of Landscape Architect's Best Practice Note: Landscape Assessment and Sustainable Management 10.1 is used to assess the magnitude and importance of conditions, change and effects:

Extreme

Very High

High

Moderate

Low

Very low (very low is often interpreted as less than minor)

Negligible

#### 5.4.2.2 ASSESSMENT MATTERS: OPERATIVE DISTRICT PLAN

2) Outstanding Natural Landscape (District Wide) - Assessment Matters

These assessment matters should be read in the light of the further guiding principle that existing vegetation which:

- (a) was either
  - planted after; or
  - self-seeded and less than 1 metre in height at 28 September 2002; and

- (b) obstructs or substantially interferes with views of the landscape (in which the proposed development is set) from roads
  - shall not be considered:
  - (1) as beneficial under any of the following assessment matters unless the Council considers the vegetation (or some of it) is appropriate for the location in the context of the proposed development; and
  - (2) as part of the permitted baseline. nor shall removal of such vegetation be considered as a positive effect of any proposal.
- 45. There are several existing large macrocarpa trees located between proposed Lot 11 and 13 of considerable age. These trees provide no benefit to the wider landscape and are to be removed.
  - a) Potential of the landscape to absorb development

In considering the potential of the landscape to absorb development both visually and ecologically, the following matters shall be taken into account consistent with retaining openness and natural character:

- i) whether, and to what extent, the proposed development is visible from public places;
- 46. In general, the proposed development has a limited view catchment, generally confined to the upper western elevated portions of the Cardrona Valley with a minor glimpse view from the Cardrona Valley Road when travelling south, and parts of Pringles Creek Road.

(Note: Attachment F indicates locations where photographs have been taken Location photographs are shown on; **Attachment's** G, H, I, J and K).

#### A. PRINGLES CREEK RD VIEWS

- The proposed development is potentially most visible from Pringles Creek Rd views. The closest dwelling is approximately 390m away from Pringles Creek Rd. The proposed development will occupy a portion of that hummocky landscape within the lower elevations of a landscape that continues to rise towards Mt Cardrona in the distance (refer Attachment I). Whilst the development will be visible, it will contrast in form and colour to the existing pattern of residential development on Gin and Raspberry lane and all other residential development within the lower valley and the Cardrona Village. The combination of planting and design controls will assist in visually absorbing the built development into this landscape. Whilst it will be visible, it will be visually unique in its form. The scale of indigenous plantings proposed is unique and will aid in the absorption of future dwellings being absorbed into the landscape.
- B. CARDRONA VALLEY RD VIEWS (north of village, Location G, H, I on Attachments J, and K)
  - When approaching the Cardrona Village from the north, there will be limited and intermittent
    minor glimpse views of the proposed development, at a considerable distance. These views
    are illustrated on Attachments J & K in Photograph locations H & I. From both of those
    viewpoints, development on the MCSZ will occupy the immediate foreground. At no point
    from these Cardrona Valley Road views will all dwellings on this site be visible. In general

the bulk of the lower lots will be either screened by development within the MCSZ or by foreground landform.

In general, the proposed development occupies a minor part of a wide panoramic vista which extends to the ridgetops on both sides of the Cardrona Valley in these views. Those views extend from approximately 2 kilometres at point G on Attachment F up to 4.5km on point I on the same Attachment. From those distances, dwellings will be barely discernible and the development will be perceived as a minor dark pattern extending slightly above development in the MCSZ in the foreground. These dwellings will occupy a small window of view that is largely dominated by the foreground landscape, topography, vegetation, farm land, and the wider context of the valley. As part of the proposed development, future dwellings will be recessive in colour, texture, materiality as outlined within the design controls (refer Attachment M), and blend into the proposed planting scheme (refer Attachment B).

#### C. MEG HUT TRACK VIEWS

- The view from the Meg Hut Track is extensive, looking west across a wide open plateau with the ski-field access road climbing to Mt Cardrona (refer Attachment K, Location J). From this view, the existing dwellings along Gin and Raspberry Lane are minor dots within a full high country panorama. The most visible change to this landscape will be the development of the MCSZ which, at full development, still occupies a relatively small portion of that vista.
- The proposed development will be potentially visible for approximately 535m of the Meg Hut Track (refer Attachment F). Development of the site will be intermittently visible from the track and, given the distance (approximately 2.3 km), relatively difficult to discern.
- The neighbouring MCSZ is highly visible and encompasses a portion of the western plateau (refer Attachment K). Existing residential dwellings on Gin and Raspberry Lane are also visible from this location. Taking into account the recessive nature of the proposed development and the relatively small scale of dwelling footprint compared to planting, future dwellings within the proposed development area will be will be difficult to perceive.
- Along the same 535m stretch, the visibility of future dwellings in proposed lots 4, 6, and 10-16 will be intermittent and difficult to perceive due to the foreground vegetation from the Meg Hut Track to the site, the surrounding topographical setting, the direction and orientation of the track, and the distance to the development area being approximately 2.3km.
- Overall, all future dwellings will have very low to negligible adverse effects when viewed
  from the Meg Hut Track predominantly due to the approximate distances to the proposed
  lots, and the scale of planting in conjunction with visually recessive structure, In short, the
  proposed development will occupy a small elevated portion at the southern end of the
  western plateau mountain ranges, just south of existing dwellings and the MCSZ.

#### D. MT CARDRONA SPECIAL ZONE VIEWS

The proposed development will be visible as a distant backdrop from dwellings, roads, and reserves within the MCSZ. These views will be experienced within an urban context and, whilst the proposed development will be visible, it will be at a distance of approximately 450m between

the southern boundary of the MCSZ and approximately 900m from the centre of the MCSZ. All views from the zone are panoramic with the proposed development occupying a minor part of that panorama.

In summary the visibility of the proposed development from public places is relatively low.

- ii) whether the proposed development is likely to be visually prominent to the extent that it dominates or detracts from views otherwise characterised by natural landscapes;
- 47. At the date of this report, the landscape on the upper terrace area west of the Cardrona Village is relatively natural in character. Aside from the small pattern of dwellings on Gin and Raspberry Lane, the overall landscape has an overriding high level of naturalness. This will change in part with the development of the MCSZ however, both that and the proposed development are still reasonably hidden visually from the principal public viewpoints being Cardrona Village and the Cardrona Valley Road. Those views will still be overwhelmingly natural in character, given the relative lack of visibility. The development will be able to be seen however, as described above, in the intermittent locations where it can be seen from, those views contains the MCSZ which is neither visually prominent nor does it detract from the scale and naturalness of those panoramic views.
- 48. From the short portion of Pringles Creek Rd that the proposed development is potentially visible from, the development will change that viewing experience from a pure natural and pastoral view to a view that is still widely rural in character, albeit, with the proposed development rising to the south from Pringles Creek. Whilst it may distract from a natural view, the immediate Pringles Creek corridor will not be altered and will be enhanced by the removal of stock, enabling a natural succession of indigenous revegetation to occur. In short, the wider visual corridor of Pringles Creek will lose some rural character but that will be offset by the positive effects of protection and enhancement. Given the relatively small scale of the development within the wider landscape it will not dominate, nor detract form that view.
- whether any mitigation or earthworks and/or planting associated with the proposed development will detract from existing natural patterns and processes within the site and surrounding landscape or otherwise adversely effect the natural landscape character;
- 49. Reasonably substantial earthworks will be required in the construction of the development. Like any development, those earthworks will have a temporary adverse effect, of reasonable significance. However, on completion and establishment, those earthworks will not be visible and no steep cuts, grades or batters are proposed within the development which would be recognisable and remain after establishment. The significant proposed indigenous planting replicates the colour and texture of the original planting cove, is contour responsive and will sit comfortably within this landscape. Whilst that planting will provide some screening of the lower elevations of dwellings, it purpose is not to screen but to enclose and to that end will be perceived as a comfortable part of the surrounding landscape character.
- 50. To that end, the shaping of the proposed planting and earthworks will not detract from existing natural patterns and processes within the site and surrounding landscape and will not adversely affect the natural landscape character.
- iv) whether, with respect to subdivision, any new boundaries are likely to give rise to planting, fencing or other land use patterns which appear unrelated to the natural line and form of the landscape; wherever possible with allowance for practical considerations, boundaries should reflect underlying natural patterns such as topographical boundaries;

- 51. The new lot boundaries formed by the proposed development will not be distinguishable in the development and will be visually 'lost' within the proposed indigenous planting framework for the majority of the lots which, as previously mentioned, follows the natural undulation of the landscape. Planting by future owners are restricted to the same plant species and are to be planted within their respective curtilage areas. Planting is to be mixed in order to be visually consistent with the surrounding planting framework. Where lot boundaries are positioned outside of the indigenous planting framework (Lots 1, and 16) those boundaries have been kept off ridgelines, and follow the natural topography and landscape patterns to minimise potential adverse effects.
- v) whether the site includes any indigenous ecosystems, wildlife habitats, wetlands, significant geological or geomorphologic features or is otherwise an integral part of the same;
- 52. Pongs Creek dissects the site, flowing from west to east. The creek is home to the endangered Clutha Flathead Galaxias which is classified as 'Nationally Critical', sharing the same threat level as the kākāpō. The development proposes a protection zone for Pongs Creek spanning the length of the creek as it passes through the subject site. The appropriately named 'Pongs Creek Clutha Flathead Preservation Corridor' will be fenced off from stock, allowing the area to naturally enhance.
- vi) whether and to what extent the proposed activity will have an adverse effect on any of the ecosystems or features identified in (v);
- 53. The proposed development will not adversely affect the ecology and biodiversity within Pong's Creek, as the methods within the proposed development provides an opportunity for the existing ecology to enhance naturally with the formation of the 'Pongs Creek Clutha Flathead Preservation Corridor'. The methods include, fencing the entirety of the corridor to protect the creek from stock, planting undertaken by the developer on the eastern side right up to the edge of the corridor providing the potential for species to self-seed within the corridor, the retention of a culvert that restricts trout access protecting the Clutha Flathead population, and proposed staging of the project (refer to Staging Plan prepared by Holmes) reducing the impact of the future development on the area overall.
- vii) whether the proposed activity introduces exotic species with the potential to spread and naturalise.
- 54. The existing macrocarpa trees located between proposed Lots 13 and Lots 11 are understood to be the only exotic tree species on site. These are to be removed as part of the proposed development as they have no ecological or amenity value. No exotic species are specified on the proposed planting list, and thus the proposed development will not give rise to exotic species being introduced by the developer to spread and naturalise across the landscape.
  - b) Effects on openness of landscape.

In considering the adverse effects of the proposed development on the openness of the landscape, the following matters shall be taken into account:

i) whether and the extent to which the proposed development will be within a broadly visible expanse of open landscape when viewed from any public road or public place and in the case of proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, equestrian and other means of access; and

- 55. In regards to the potential adverse effects on the openness of the landscape, the proposed development is located within a broadly visible expanse of open landscape when viewed from the Meg Hut Track, but will occupy a minor elevated portion of the southern end of the western plateau, a plateau that extends north from the site over existing residential development and the MCSZ.
- 56. The proposed development will have very low to negligible visibility when viewed from the northern end of Cardrona Valley Road, (Location H, refer Attachment J). The minor portion of the proposed development that may be viewed from the northern end of Cardrona Valley Rd (location H), will appear within a small valley glimpse view. Any potential adverse effect on the openness of the wider landscape from this location will be very low to negligible.
- 57. When viewed from the Meg Hut Track, the proposed development is at an approximate distance of 2.3km (Location I, refer Attachment K). From this location, the future dwellings will be perceived as being located within the proposed planting framework. Although the appearance of a development will be broadly visible, the future buildings themselves will be difficult to discern due to the distance, the level of residential density at the southern end of the western plateau, the proposed design controls, and the proposed planting framework.
- 58. From the Meg Hut track, the proposed development occupies a small part of the vista and will not be visually dominant, and only be intermittently visible due to the surrounding topographical setting, foreground vegetation, and the surrounding mountain ranges, which largely dominates the view. The proposed development is located 250m south of the MCSZ. Upon completion of the development within the MCSZ, this development will change the openness of the landscape of the western plateau overall, to which the proposed development will be only a minor addition to that change. Considering the level of existing shrubland in the area, the potential of the landscape to absorb the proposed development, and the MCSZ (upon completion) changing the level of openness of the western plateau, the adverse effects for this proposed development on such openness of the landscape will be low.
- ii) whether, and the extent to which, the proposed development is likely to adversely affect open space values with respect to the site and surrounding landscape;
- 59. The development occupies approximately 12ha of the sites overall 54ha size. The development will affect the degree of openness of the current site, changing that landscape in part from an open grassland to a combination of grassland, indigenous vegetation and dwellings. Given the location of the site, those views potentially most affected are those of the residents of Gin and Raspberry Lane. However, whilst the openness of the landscape will be modified, the proposed development will occupy a minor part of the southern end of the western plateau. The MCSZ occupies a larger portion on the western plateau and that degree of modification will be significantly larger (refer Attachment L). Taking this into account, the proposed development will have moderate to low adverse effects on the existing open space values as the open space values surrounding this development are still largely maintained.
- iii) whether the proposed development is defined by natural elements such as topography and/or vegetation which may contain any adverse effects associated with the development.
- 60. The layout of the proposed development is contour responsive and is defined by natural valleys, hummocky terrain, and minor ridges across the site which have determined the placement of the roads, planting and proposed RBPs. Proposed earthworks are sympathetic to these site characteristics and orientate the proposed roadways to 'run with' the natural topography. The proposed vegetation largely extends the pattern of existing vegetation found on the lower elevations, blending with the proposed vegetation and will not have an adverse effect on the natural ecology and landform in the area. Rather, it will enhance ecological values and minimise

- any potential adverse effects. The **proposed fencing surrounding Pong's Creek allows the** existing vegetation within the creek margins to naturally regenerate by preventing stock from entering the area and damaging the ecology any further.
- 61. Overall, whilst the open space values will change, that change is of a low degree. This ensures that the development blends into the surrounding natural character of the western plateau, taking the MCSZ into consideration and surrounding Cardrona area.
  - c) Cumulative Effects on Landscape Values.

In considering whether there are likely to be any adverse cumulative effects as a result of the proposed development, the following matters shall be taken into account:

- i) whether, and to what extent, the proposed development will result in the introduction of elements which are inconsistent with the natural character of the site and surrounding landscape;
- 62. The proposed development is unique in its organic layout, separate in character from other developments in the immediate vicinity and that of the Cardrona Village residential areas. The site itself does not contain any dwellings. The wider surrounding landscape however does include existing and extensive proposed residential development aside from the existing dwelling on the title which is visually and physically separated from the proposed development. In the context of the site itself the introduction of dwellings would be inconsistent with the natural character. However this assessment cannot be undertaken in isolation. The proposed development will occupy 12 ha (refer Attachment C) of the 54 ha subject site. To that end, the proposed development will introduce elements that are inconsistent with the natural character of the immediate site, however, within the context of the wider surrounding landscape this development is a low density bookend development with high landscape values.
- ii) whether the elements identified in (i) above will further compromise the existing natural character of the landscape either visually or ecologically by exacerbating existing and potential adverse effects;
- 63. The proposed development represents an opportunity for the introduction of substantial ecological value and will change the existing natural character but does not compromise the existing character of the landscape. The proposed development has low visibility from surrounding public roads and places. Ecologically, the development proposes a number of methods in order to enhance ecology in Pong's Creek, and across the development site. The proposed planting framework bordering Pong's Creek will serve to enhance current ecologies throughout the creek including the benefits of the proposed 'Pongs Creek Clutha Flathead Preservation Corridor'. The same planting framework incorporating indigenous species, is consistent throughout the development area, enhancing the ecological and landscape amenity values across the site.
- iii) whether existing development and/or land use represents a threshold with respect to the site's ability to absorb further change;
- 64. The proposed development sits at an appropriate elevation, within the lower flanks of a dominant ONL background. Further development, at a different density and possibly without the same ecological values and located at a higher elevation or west/east of this site, may impart an unacceptable level of adverse effect on the wider ONL. To that end, the proposed development, whilst being considered to be appropriate in scale, form, and character to its site, represents a threshold for development. Possibly 2-4 more dwellings may be accommodated within the immediate landscape (subject to similar controls). However further development above that threshold may adversely affect the wider landscape values.

- iv) where development has occurred or there is potential for development to occur (i.e. existing resource consent or zoning), whether further development is likely to lead to further degradation of natural values or inappropriate domestication of the landscape or feature.
- 65. The proposed development has carefully considered both the existing residential development in the vicinity of Gin and Raspberry Lane and the MCSZ to the north. Further development, above and beyond that proposed may lead to further degradation of natural values or inappropriate domestication of the landscape if designed or located inappropriately. That would be assessed at the time of any future consent application.
- 66. Overall, the potential adverse cumulative effects of the proposed development is considered to be low to negligible. This assessment has been based on the following:
  - i. The number of neighbouring dwellings (Five lots on Gin and Raspberry Lane, Four lots on Pringles Creek Rd) in relation to the scale of the proposed development (16 lots).
  - ii. The MCSZ and its relative scale of development upon completion
  - iii. The substantial retention of pastoral grazing and surrounding open landscape.
  - iv. The proposed native revegetation of the landscape.
  - v. The proposed covenants; 'Pongs Creek Clutha Flathead Preservation Corridor' and the 'Landscape Protection Zone'.
  - vi. The locations of the proposed RBPs, roading and infrastructure within the natural topography.
  - vii. The proposed Design Controls to dictate architectural finishes, colours, and materiality of future dwellings which strengthens the overall vision for the area.

### d) Positive Effects

In considering whether there are any positive effects associated with the proposed development the following matters shall be taken into account:

- i) whether the proposed activity will protect, maintain or enhance any of the ecosystems or features identified in (a)(v) above;
- 67. As mentioned previously, the Clutha Flathead Galaxias are present in Pongs Creek and they have a 'Nationally Critical' threat level. With the proposed fencing of Pongs Creek, and the 'Pongs Creek Clutha Flathead Preservation Corridor' covenant, this ensures that the habitat is protected from stock, and allows the creek corridor to regenerate naturally. The current ecology across the site will be enhanced by the proposed indigenous planting, revegetating the landscape with species that would have been present prior to pastoralism.
- ii) whether the proposed activity provides for the retention and/or reestablishment of native vegetation and their appropriate management;
- 68. The proposed development provides the opportunity to revegetate a substantial area of the landscape and to blend this in with existing ecologies within and surrounding Pongs Creek and the wider alpine environment. The proposed Design Controls (refer Attachment M) list appropriate activities, fencing, and planting specifications for curtilage areas. These controls determine the activities, and planting within each lot's curtilage area, to blend into the native planting framework for consistency across the development, re-establishing native vegetation across the otherwise pastoral landscape.
- whether the proposed development provides an opportunity to protect open space from further development which is inconsistent with preserving a natural open landscape;

- 69. The proposed 'Landscape Protection Zone', and 'Pongs Creek Clutha Flathead Preservation Corridor' will protect future development from occurring in the specified areas (refer Attachment E). This preserves the natural landscape from further development in this area, while the proposed development overall provides for substantial open pasture surrounding the development area to preserve the natural open landscape across the subject site and the wider surrounds.
- whether the proposed development provides an opportunity to remedy or mitigate existing and potential (i.e. structures or development anticipated by existing resource consents) adverse effects by modifying, including mitigation, or removing existing structures or developments; and/or surrendering any existing resource consents;
- 70. As mentioned, the development proposes minor adjustments to the previously consented RBP [RM090876]. The proposed changes to this RBP remedy potential adverse effects on the landscape in respect to earthworks, visibility, and the topographical setting at this location. A summary is as follows:
  - The RBP remains as 1000m<sup>2</sup>
  - The RBP has been rotated approximately 90° clock-wise to orientate **the RBP 'along'** the slope, rather than against the slope, reducing cut/fill.
  - The proposed driveway is orientated to 'run with' the topography, reducing earthwork cut/fill.
  - As a result of the above, the RBP has been lowered approximately 2m from an F.F.L of 667.00 to 665.00, further reducing the potential visibility of a future dwelling
  - The ridgeline that the RBP is located behind is maintained and more effective from a visibility standpoint.
  - Removal of proposed planting as this planting is now unnecessary from a visibility standpoint (see above regarding level of RBP).
- v) the ability to take esplanade reserves to protect the natural character and nature conservation values around the margins of any lake, river, wetland or stream within the subject site;
- 71. Although the width of Pongs and Pringles Creek don't qualify them for esplanade reserves, the proposed Pongs Creek Clutha Flathead Preservation Corridor will enable the protection of the creek and in particular the declining Clutha Flathead Galaxias, a Nationally Critical endangered galaxiids. The corridor will be fully fenced to prevent stock from roaming in this area, which will enable the ecology to naturally regenerate.
- vi) the use of restrictive covenants, easements, consent notices or other legal instruments otherwise necessary to realise those positive effects referred to in (i) (v) above and/or to ensure that the potential for future effects, particularly cumulative effects, are avoided.
- 72. The development proposes two covenants, these are:
  - i. Pongs Creek Clutha Flathead Corridor which prevents stock from degrading Pongs Creek further, allowing the area to naturally recover and blend into the proposed native framework, restoring native ecologies to the area, and protecting the declining Clutha Flathead Galaxias (refer Attachment E).
  - ii. Landscape Protection Zone which prevents further subdivision of open land between the residential dwellings located on Gin and Raspberry Lane, and the proposed

development, maintaining the openness of rural character to the area to avoid over domestication (refer Attachment E).

73. Overall, the proposed development has a significant level of positive effects.

## ASSESSMENT MATTERS: PROPOSED DISTRICT PLAN

STAGE 2: CHAPTER 21 RURAL (21.7) (as notified)

Assessment Matter		Landscape Assessment		
21.21.1.2 Existing vegetation that:				
a. was either planted after, or, self-seeded and less than 1 metre in height at 28 September 2002; and,				
b. obstructs or substantially interferes with views of the proposed development from roads or other public places, shall not be considered:		No existing trees or vegetation are to be utilised for mitigation / screening purposes. Existing trees are in fact to be removed.		
i. ii.	as beneficial under any of the following assessment matters unless the Council considers the vegetation (or some of it) is appropriate for the location in the context of the proposed development; and as part of the permitted baseline.			

## 21.21.1.3 Effects on Landscape Quality and Character

In considering whether the proposed development will maintain or enhance the quality and character of Outstanding Natural Features and Landscapes, the Council shall be satisfied of the extent to which the proposed development will affect landscape quality and character, taking into account the following elements:

#### a. Physical attributes:

- i) Geological, topographical, geographic elements in the context of whether these formative processes have a profound influence on landscape character;
- ii) Vegetation (exotic and indigenous);
- iii) The presence of waterbodies including lakes, rivers, streams, wetlands.

The proposed development is located within existing topography and responds to that topography.

The proposed planting extends and accentuates the remnant indigenous species that exist on site and includes species that that would have covered the majority of this area prior to pastoralism.

The proposed development also acknowledges the importance of Pongs Creek for enhancement opportunities protects. By forming the 'Pongs Creek Clutha Flathead Preservation Corridor', and undertaking riparian planting and fencing to prevent stock entering the creek margins. These proposals will enhance the physical attributes of the site. Overall the adverse effects on the landscape quality and character will be low to negligible.

#### b. Visual attributes:

- Legibility or expressiveness how obviously the feature or landscape demonstrates its formative processes:
- ii) Aesthetic values including memorability and naturalness;
- iii) Transient values including values at certain times of the day or year;
- iv) Human influence and management settlements, land management patterns, buildings, roads.

The proposed development occupies a small area on the southern end of the greater western plateau on rising land that extends to Mt Cardrona and the adjacent ranges. The surrounding ONL has similar attributes to the subject site with shrubland vegetation scattered across hummocky landforms. The development overall has low visibility by being nestled into valley forms, and when viewed from a distance, occupies a small portion of the wider ONL within those view frames. The proposed development will only be discernible within a significantly wider contiguous landscape from limited viewpoints most of which are at a distance.

Given the relatively small scale of the proposal, the wider transient values will not be affected. Any adverse effects on transient values will be restricted to the immediate site only.

The level of human influence / settlements / management patterns on the wider landscape is influenced by both existing residential patterns and the 480 dwellings / golf course etc. to the north of the site being part of the MCSZ. These patterns, at completion will modify the existing settlement patterns to a semi-urban alpine village form, with the proposed development occupying a small area in comparison to the built and consented development. To that end, the wider landscape values will remain intact.

#### c. Appreciation and cultural attributes:

- i) Whether the elements identified in (a) and (b) are shared and recognised;
- ii) Cultural and spiritual values for tangata whenua;
- iii) Historical and heritage associations.

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

Two historic water race passes through the site, The Cardrona Company Race, and Littles Water Race. These are significantly damaged due to past and current pastoral activity. There are also eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone'. The proposed development does not impact these historic races in an adverse way.

There are no areas throughout the subject site that hold cultural and spiritual values for tangata whenua. There are no wahi tapu mapping notation over the site.

d. In the context of (a) to (c) above, the degree to which the proposed development will affect the existing landscape quality and character, including whether the proposed development accords with or degrades landscape quality and character, and to what degree.

The proposed development will change the landscape character of the immediate site from rolling pastoral land to a developed rural residential enclave. However, the landscape values of that 'enclave' will be enhanced by way of the significant indigenous planting and that planting that 'wraps' and contains the dwellings, forming a contiguous pallete of design controlled dwellings within the indigenous plantings. To that end, the scale of plantings will enhance landscape quality and character

Overall the effect on the existing landscape quality and character is considered to be low to moderate within the site and low in the wider site.

e. any proposed new boundaries will not give rise to artificial or unnatural lines (such as planting and fence lines) or otherwise degrade the landscape character.

The new lot boundaries formed by the proposed development will not be distinguishable in the development and will be visually 'lost' within the proposed indigenous planting framework for the majority of the lots which, follow the natural undulations of the landscape. Planting from future owners are restricted to the same plant species and are to be planted within their respective curtilage areas. Planting is to be mixed in order to be visually consistent with the surrounding planting framework. Where lot boundaries are positioned outside of the indigenous planting framework (Lots 1, and 16) those boundaries have been kept off ridgelines, and follow the natural topography and landscape patterns to minimise potential adverse effects.

### 21.7.1.4 Effects on Visual Amenity

In considering whether the potential visibility of the proposed development will maintain and enhance visual amenity, values the Council shall be satisfied that:

a. the extent to which the proposed development will not be visible or will be reasonably difficult to see when viewed from public roads and other public places. In the case of proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, cycling, equestrian and other means of access;

Covered in previous discussions in this report.

(Note: Attachment F indicates locations where photographs have been taken Location photographs are shown on; **Attachment's G, H, I, J and K).** 

#### PRINGLES CREEK RD VIEWS

The proposed development is potentially most visible from Pringles Creek Rd views. The closest dwelling is approximately 390m away from Pringles Creek Rd. The proposed development will occupy a portion of that hummocky landscape within the lower elevations of a landscape that continues to rise towards Mt Cardrona in the distance (refer Attachment I). Whilst the development will be visible, it will contrast in form and colour to the existing pattern of residential development on Gin and Raspberry Lane and all other residential development within the lower valley and the Cardrona Village. The combination of planting and design controls will assist in visually absorbing the development into this landscape. Whilst it will be visible, it will be visually unique in its form. The scale of indigenous plantings proposed is unique and will aid in the absorption of future dwellings being absorbed into the landscape.

# CARDRONA VALLEY RD VIEWS (north of village, Location G, H, I on Attachments J, and K)

When approaching the Cardrona Village from the north, there will be limited and intermittent minor glimpse views of the proposed development, at considerable distance. These views are described on Attachments J & K in Photograph locations H & I. From both of those viewpoints future development of the MCSZ occupies the immediate foreground. At no point from these Cardrona Valley Road views will all dwellings on this site be visible. In general the bulk of the lower lots will be either

screened by development within the MCSZ or by landform.

In general, the proposed development occupies a minor part of a wide panoramic vista which extends to the ridgetops on both sides of the Cardrona Valley in these views. Those views extend from approximately 2 kilometres at point G on Attachment F up to 4.5km on point I on the same Attachment. From those distances. dwellings will be barely discernible and the development will be perceived as a minor dark pattern extending slightly above the MCSZ in the foreground. These dwellings will occupy a small window of view that is largely dominated by the foreground landscape, topography, vegetation, farm land, and the wider context of the valley. As part of the proposed development, future dwellings will be recessive in colour, texture, materiality as outlined within the design controls (refer Attachment M), and blend into the proposed planting scheme (refer Attachment B).

#### MEG HUT TRACK VIEWS

- The view from the Meg Hut Track is extensive, looking west across a wide open plateau with the ski-field access road climbing to Mt Cardrona (refer Attachment K, Location J). From this view, the existing dwellings along Gin and Raspberry Lane are minor dots within a full high country panorama. The most visible change to this landscape will be the development of the MCSZ which, at full development, still occupies a relatively small portion of that vista.
- The proposed development will be potentially visible for approximately 535m of the Meg Hut Track (refer Attachment F). Development of the site will be intermittently visible from the track and, given the distance (approximately 2.3 km), relatively difficult to discern.
- The neighbouring MCSZ is highly visible and encompasses a large portion of the western plateau (refer Attachment K). Existing residential dwellings on Gin and Raspberry Lane are also visible from this location. Taking into account the recessive nature of the development and the relatively small scale of dwelling footprint compared to planting, future dwellings within the proposed development area will be will be difficult to perceive.
- Along the same 535m stretch, the visibility of future dwellings in proposed lots 4, 6, and 10-16 will be intermittent and difficult to perceive due to the foreground vegetation from the Meg Hut Track to the site, the surrounding topographical setting, the direction and orientation of the track, and the distance to the development area being approximately 2.3km.

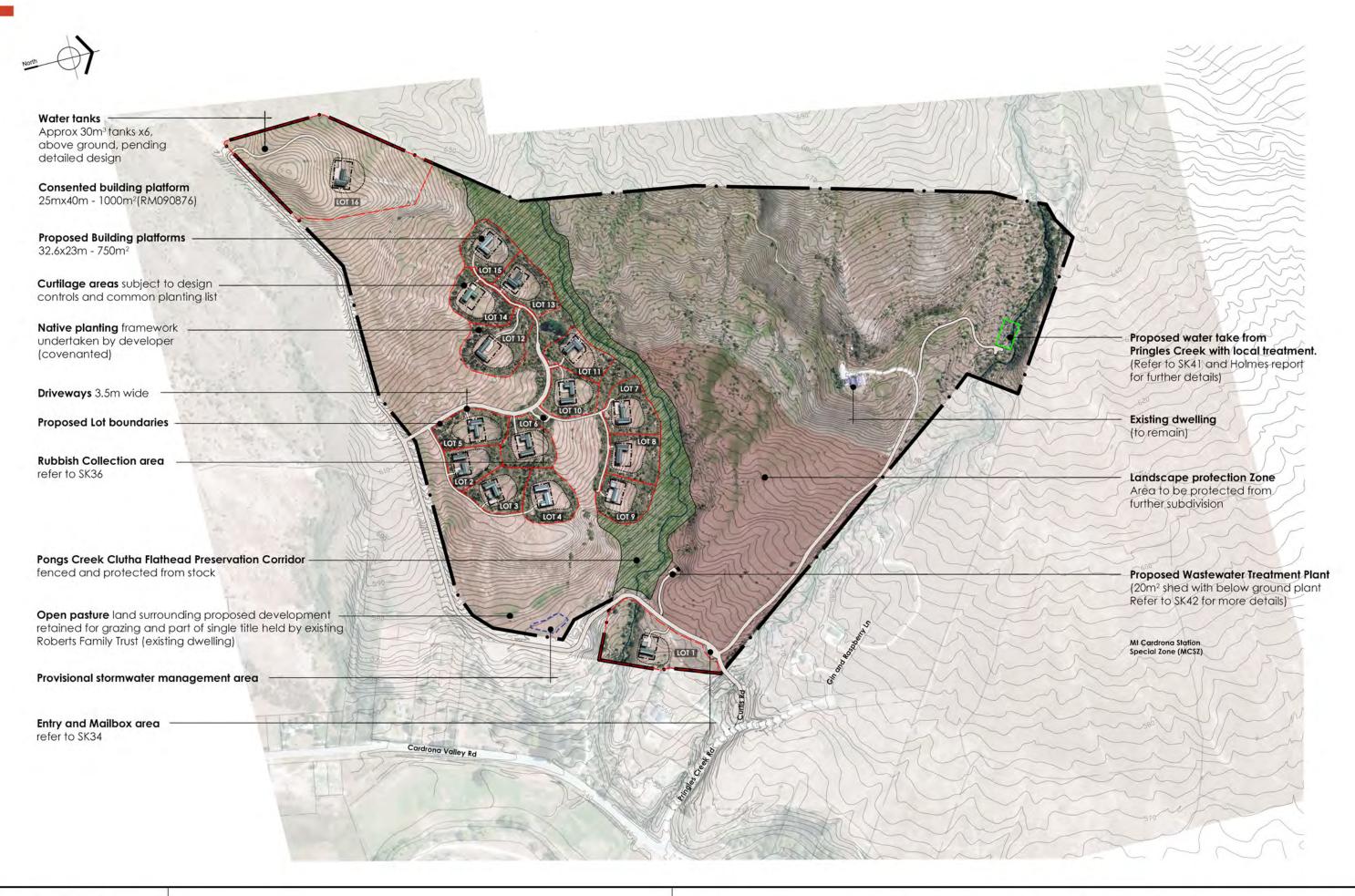
	<ul> <li>Overall, all future dwellings will have very low to negligible adverse effects when viewed from the Meg Hut Track predominantly due to the approximate distances to the proposed lots, and the scale of planting in conjunction with visually recessive structure. In short, the proposed development will occupy a small elevated portion at the southern end of the western plateau mountain ranges, just south of existing dwellings and the MCSZ.</li> <li>MT CARDRONA SPECIAL ZONE VIEWS</li> <li>The proposed development will be visible as a distant backdrop from dwellings, roads, and reserves within the MCSZ. These views will be experienced within an urban context and, whilst the proposed development will be visible, it will be at a distance of approximately 450m between the southern boundary of the MCSZ and approximately 900m from the centre of the MCSZ. All views from the zone are panoramic with the proposed development occupying a minor part of that panorama.</li> <li>In summary the visibility of the proposed development from public places is relatively low.</li> </ul>
b. the proposed development will not be visually prominent such that it detracts from public or private views of and within Outstanding Natural Features and Landscapes;	The proposed development will be visually absorbed into the landscape and does not detract from views within the surrounding ONL landscape.  The development will not be visually prominent. This is covered in previous visibility discussions in this report.
c. the proposal will be appropriately screened or hidden from view by elements that are in keeping with the character of the landscape;	This proposed planting is keeping with the character of the site and surrounding ONL as described previously in this report. Dwellings will be partially screened from local views along Gin and Raspberry Lane and Pringles Creek Rd and fully screened from middle ground and distant views by consented (zoned) development and existing geomorphological features and topography.
d. the proposed development will not reduce the visual amenity values of the wider landscape (not just the immediate landscape);	Refer to previous discussions in this report in regards to limited visibility and existing but undeveloped zoned land immediately north of the proposed development.
e. structures will not be located where they will break the line and form of any ridges, hills and slopes;	No structures will break the line and form of any ridges, hills and slopes.
f. any roads, access, lighting, earthworks and landscaping will not reduce the visual amenity of the landscape.	Refer to previous discussion in this report in regards to the form and character of the development.  Within the proposed design controls, lighting is restricted to down
	lighting only to preserve the night sky with no street lighting being proposed also. Landscaping / planting will be visually consistent with the indigenous planting framework undertaken by the

	developer, as such, the landscape section within the design controls dictates what activities and landscaping can occur. This is restricted to curtilage areas only to ensure that there is no reduction of visual amenity of the landscape.	
21.7.1.5 Design and density of Development In considering the appropriateness of the design and density	of the proposed development, whether and to what extent:	
a. opportunity has been taken to aggregate built development to utilise common access ways including roads, pedestrian linkages, services and open space (i.e. open space held in one title whether jointly or otherwise);	The proposed development utilises a single existing right of way easement to access the main development area. Lot 16 also uses this right of way easement before entering the site via the proposed driveway. The surrounding pastoral land is to be held in one title under the existing dwelling.	
b. there is merit in clustering the proposed building(s) or building platform(s) within areas that are least sensitive to change;	The proposed development clusters lots and their RBPs in response to the natural topography of the site.	
change,	Lots 2 – 6, 'The Valley Cluster', is the eastern cluster of residential lots in the development area. These lots have been positioned behind a small eastern ridge nestled into a small valley (refer Attachment C).	
	Lots 7 – 9, 'The Creek Cluster', lines the lower tail of Pongs Creek before it reaches Lot 1. These lots are bound by Pongs Creek and will be heavily vegetated to encourage the existing ecology to grow throughout the development area (refer Attachment C).	
	Lots 10 – 15, 'The Hill Cluster', is positioned on the upper slopes of the development area. Ranging from datum levels between 601 – 630 MASL. Each lot has a 'standalone feel' to it as each neighbouring lot are at varying heights either below or above one another (refer Attachment C).	
c. development, including access, is located within the parts of the site where it would be least visible from public and private locations;	The proposed development is located within the upper western plateau area, generally screened by way of landform from wider public views. Although it will be visible from restricted locations, those views are glimpse views only, aside from the Meg Track view which is at distance and already contains, the Cardrona Village, exiting residential development on the upper plateau, and the 480 lot MCSZ future development.	
d. development, including access, is located in the parts of the site where it has the least impact on landscape character.	Refer previous discussion in this report.	
21.7.1.6 Cumulative effects of subdivision and developm	ı ent on the landscape	
Taking into account whether and to what extent existing, consented or permitted development (including unimplemented but existing resource consent or zoning) may already have degraded:		
a. the landscape quality or character; or,	Refer previous discussion in this report.	

b. the visual amenity values of the landscape.	Refer previous discussion in this report.
The Council shall be satisfied the proposed development, in combination with these factors will not further adversely affect the landscape quality, character, or visual amenity values.	In considering the above, and the reasons given throughout this report, the proposed development will not further adversely affect the landscape quality, character, or visual amenity values of the immediate and wider landscape.

# CONCLUSION

- 74. Taking all the above into account, it is acknowledged that the development proposed in this application is being located on rural land in an ONL landscape and the threshold for the protection of landscape values is high. The principal attributes in favour of this development, in this landscape, include the following:
  - The development is innovative, in its form, design controls and scale of proposed planting.
  - There is substantial existing and proposed (zoned) residential development in the landscape to the immediate south and north of the site. Whilst this does not negate all potential levels of adverse effect it does influence and modifies the natural values of the surrounding landscape, enabling the extension of well-designed built form to be undertaken without decreasing landscape values.
  - The development will be reasonably difficult to see. From the principle viewpoints, being the Cardona Valley Road and the Cardrona Village, viewers will be largely unaware of its existence. From The Meg Hut Track the development will be visible however the effects will be low for the reasons in this report.

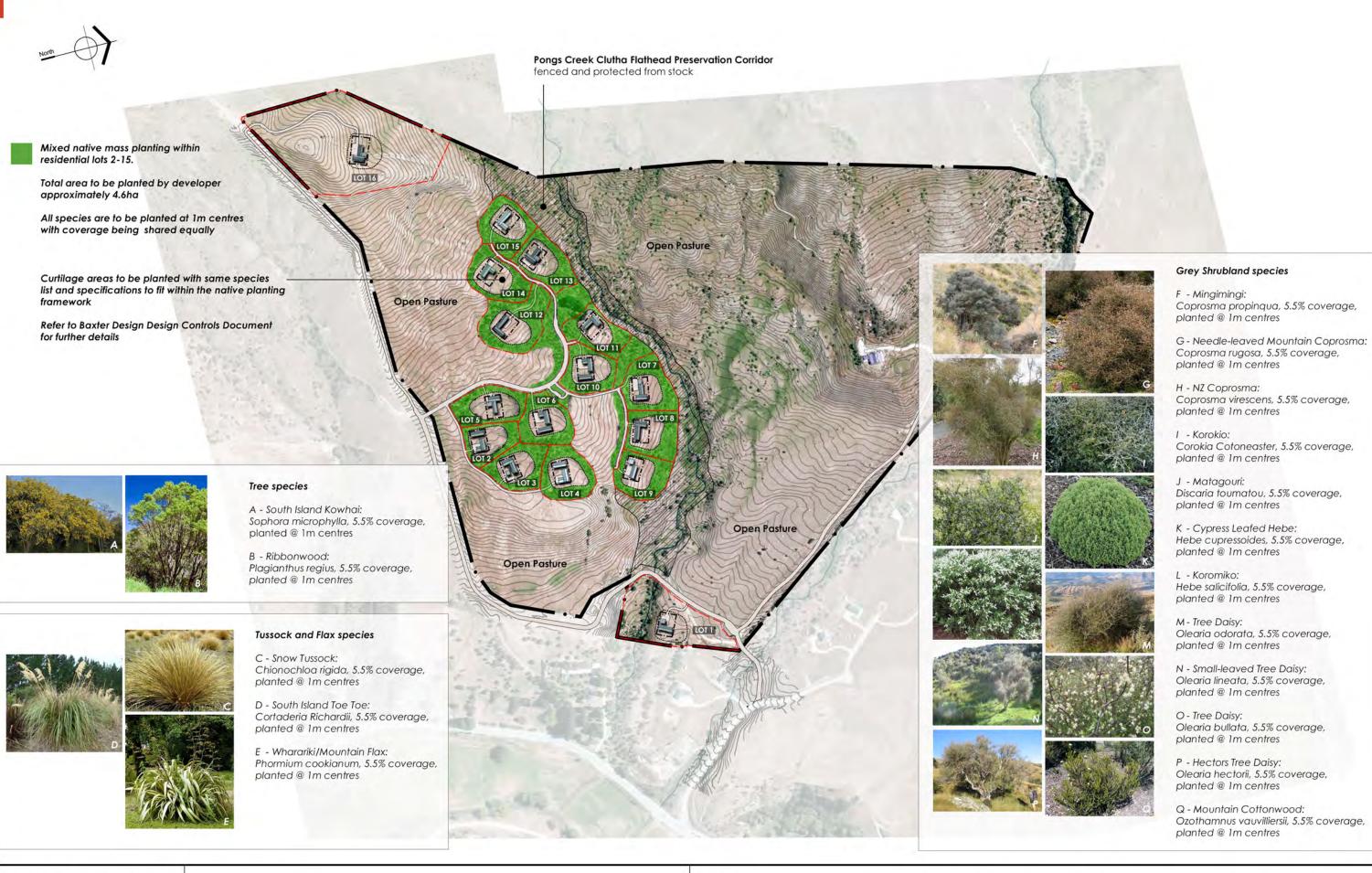






BAXTER DESIGN LANDSCAPE ASSESSMENT ATTACHMENT A

MCDOUGALL'S BLOCK PROJECT | ROBERTS FAMILY TRUST CONCEPT MASTERPLAN







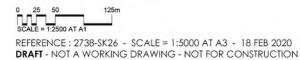
DRAFT - NOT A WORKING DRAWING - NOT FOR CONSTRUCTION

BAXTER DESIGN
LANDSCAPE ASSESSMENT
ATTACHMENT B





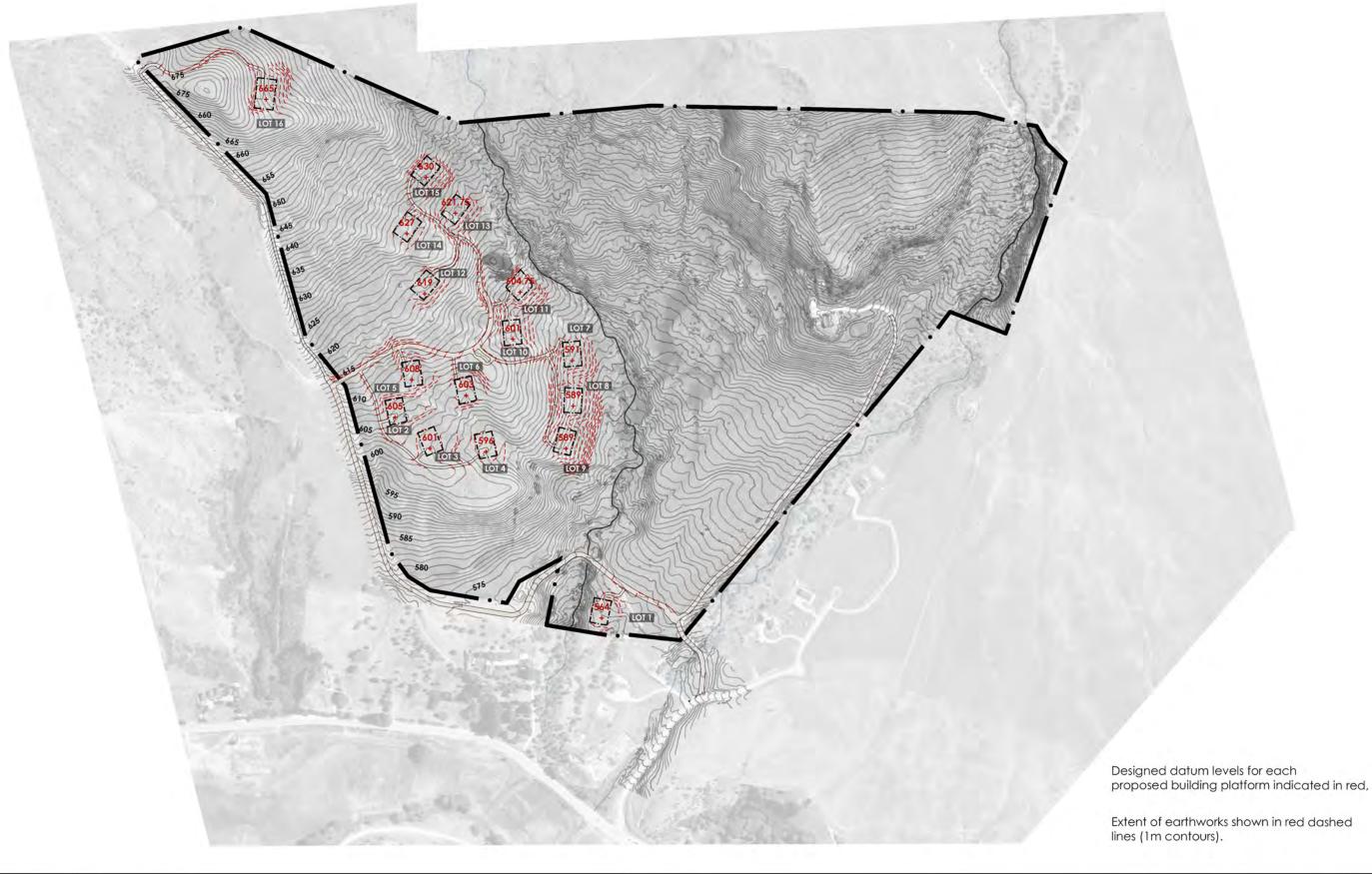




BAXTER DESIGN
LANDSCAPE ASSESSMENT

ATTACHMENT C







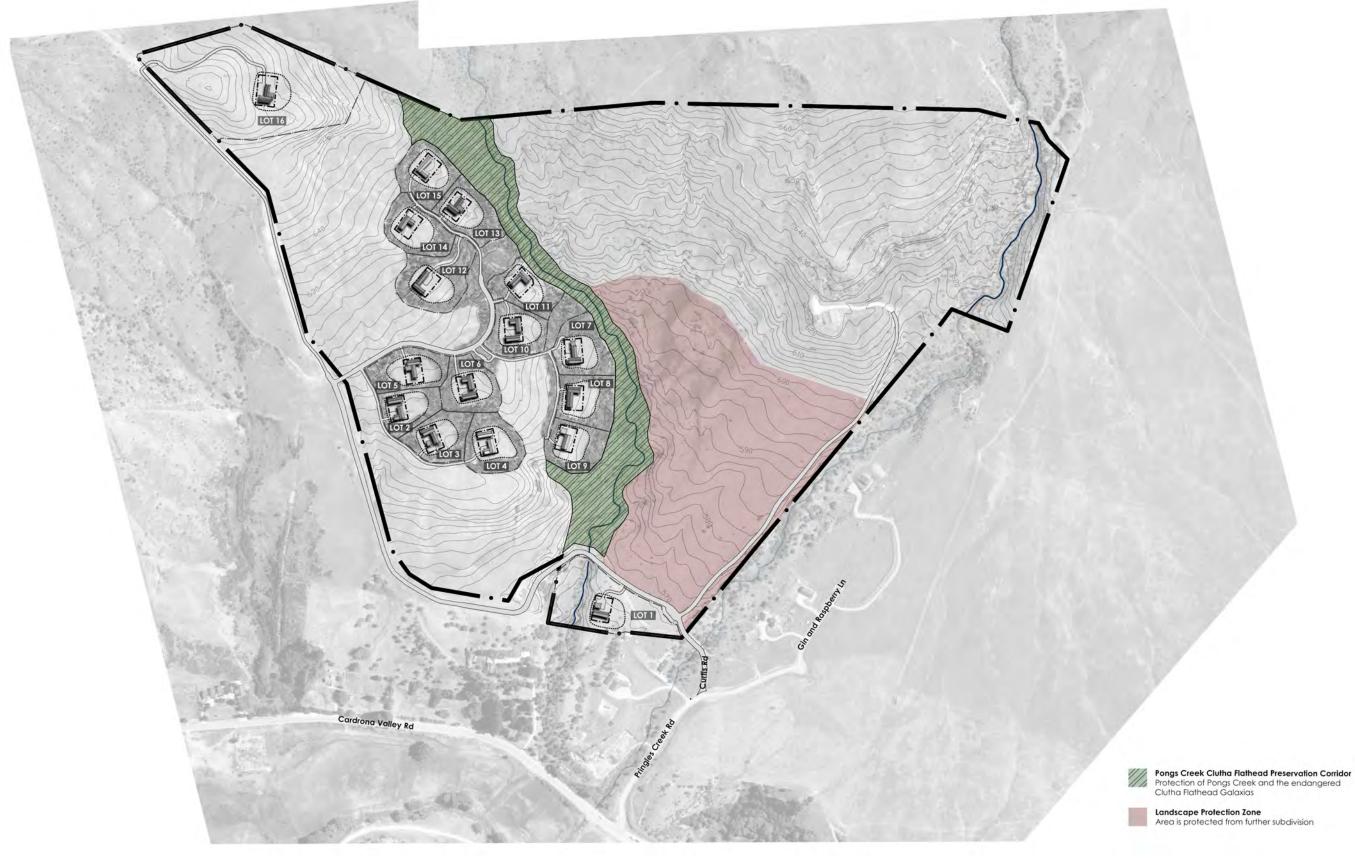


BAXTER DESIGN
LANDSCAPE ASSESSMENT

ATTACHMENT D

MCDOUGALL'S BLOCK PROJECT | ROBERTS FAMILY TRUST
CONTOUR PLAN

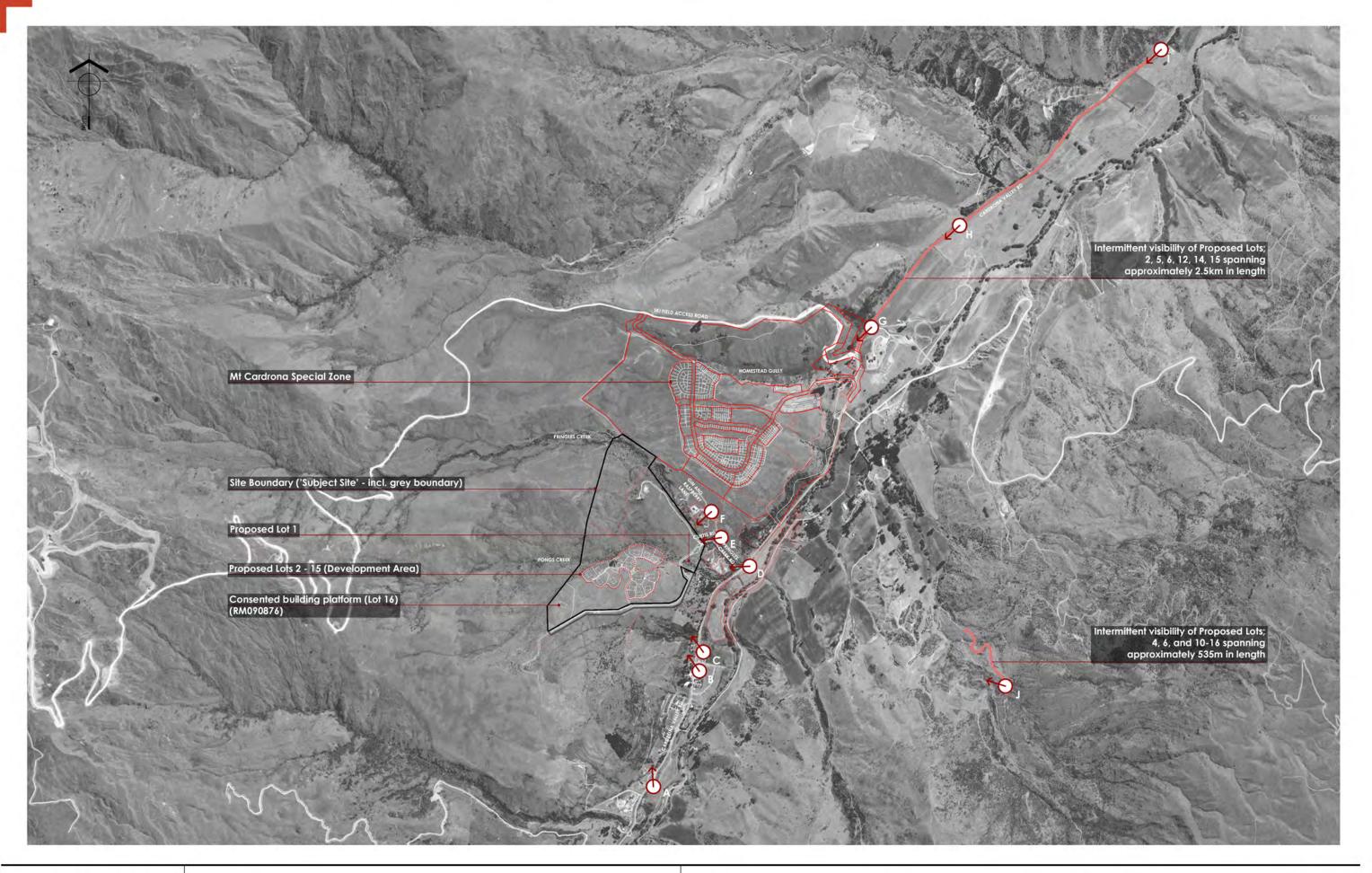
















Location A - View from Cardrona Valley Road approximately 1.5km away from Gin and Raspberry Lane residential dwellings



Location B - View from Cardrona Hotel open parking area towards the western escarpment

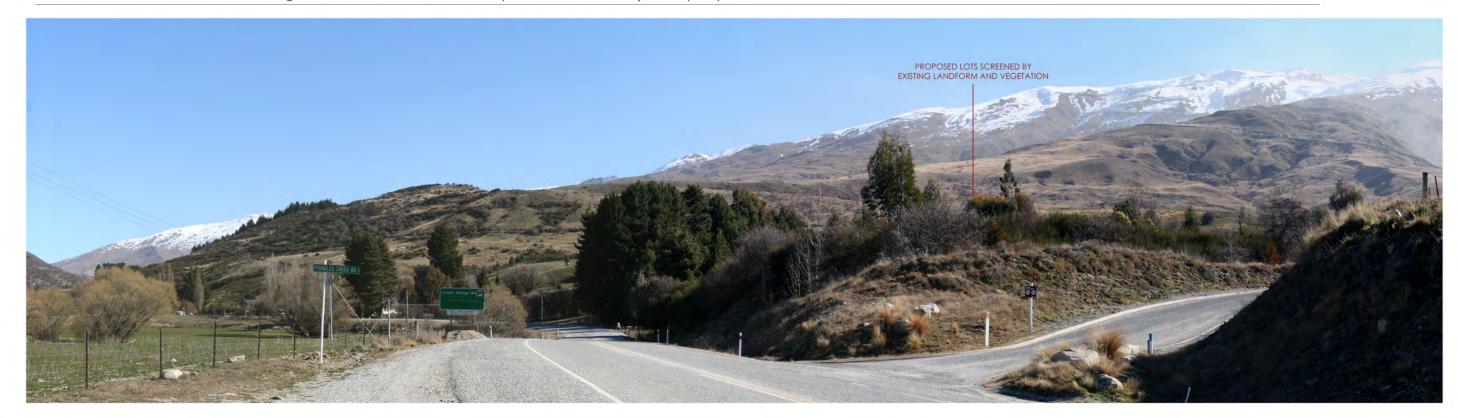




BAXTER DESIGN
LANDSCAPE ASSESSMENT
ATTACHMENT G



**Location D** - View from the corner of Pringles Creek Road and Cardrona Valley Road towards the subject site (west)





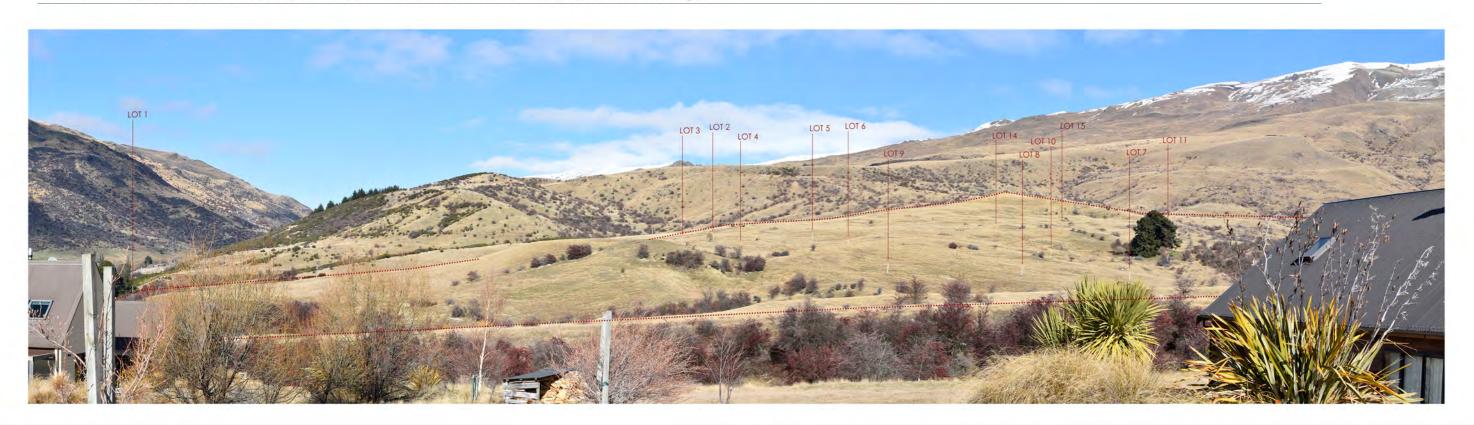
BAXTER DESIGN
LANDSCAPE ASSESSMENT

ATTACHMENT H

Location E - View from the corner of Curtis Road and Gin and Raspberry Lane - approximately 390m to the centre of proposed Lot 9 building platform



Location F - View from Gin and Raspberry Lane - approximately 410m to the centre of proposed Lot 9 building platform



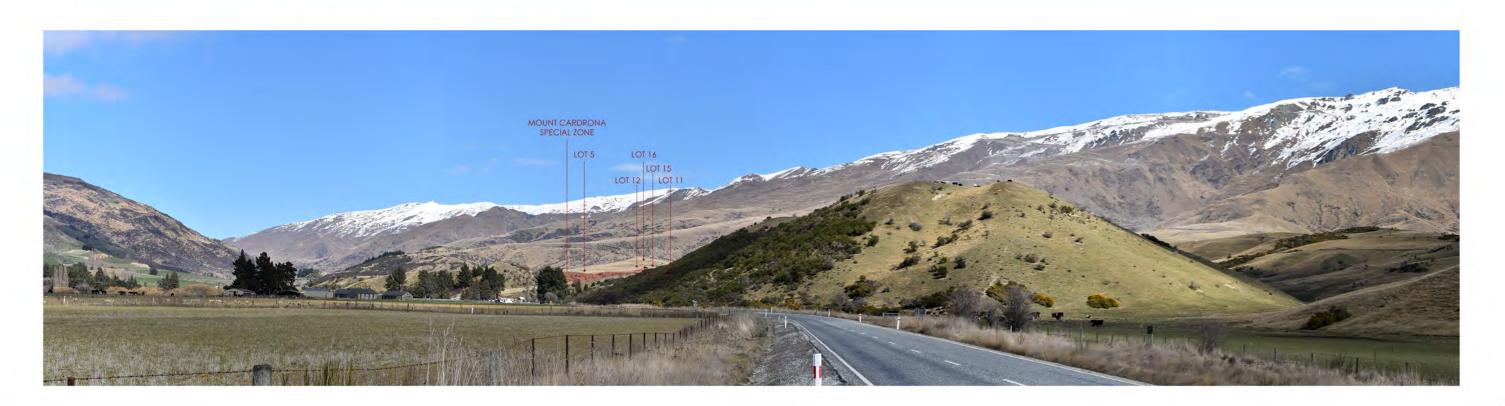


BAXTER DESIGN
LANDSCAPE ASSESSMENT
ATTACHMENT I

Location G - View from Cardrona Valley Road (south-west) - Entrance to Cardrona Distillery & Museum



Location H - View from Cardrona Valley Road (south-west) - approximately 2.3km to the centre of Lot 5 - Lots 5, 11, 12, 15, and 16





BAXTER DESIGN LANDSCAPE ASSESSMENT ATTACHMENT J

Location I - View from Cardrona Valley Road (south-west) - approximately 4.5km to the centre of Lot 12 - Lots 12, 14, 15, and 16 marked



Location J - Meg Hut Track - Department of Conservation controlled public track - approximately 2.3km to the centre of Lot 4





BAXTER DESIGN
LANDSCAPE ASSESSMENT

ATTACHMENT K













Proposed Building and Landscape Controls:

# Roberts Family Trust | McDougall's Block Curtis Road, Cardrona Valley

January 2019

## PROPOSED BUILDING AND LANDSCAPE CONTROLS:

Note: Lot 16 (as indicated on the Proposed Concept Masterplan (Attachment A)) will be excluded from the below design controls as this RBP is previously consented under RM090876.

# Landscape Controls

## 1.1. Planting

## Objectives:

- To create a consistent approach to planting across the development area lots.
- To visually integrate the residential curtilage areas into the wider development area.

#### Controls:

1.1.1. Plant species to be used within the lot landscaping area shall be limited to the following list;

Note: Any other indigenous species not included on this list below, but considered to be appropriate to the Cardrona Valley, shall be permitted.

#### Trees:

- Plagianthus regius (Ribbonwood)
- Sophora microphylla (South Island Kowhai)

## Grasses/Sedges/Flax:

- Chionochloa rigida (Snow Tussock)
- Phormium cookianum (Wharariki/Mountain Flax)
- Cortaderia richardii (South Island Toe Toe)

#### Shrubs:

- Coprosma propingua (Mingimingi)
- Coprosma rugosa (Needle-leaved mountain coprosma)
- Coprosma virescens (NZ Coprosma)
- Corokia cotoneaster (Korokio)
- Discaria toumatou (Matagouri)
- Hebe cupressoides (Cypress Leafed Hebe)
- Hebe salicifolia (Koromiko)
- Olearia odorata (Tree Daisy)
- Olearia lineata (Small-leaved Tree Daisy)
- Olearia bullata
- Olearia hectorii (Hectors Tree Daisy)
- Ozothamnus vauvilliersii (Mountain Cottonwood)
- 1.1.2. In order for planting to be visually contiguous with the species planted by the developer, each lot owner shall plant a minimum of 8 species from the above list within their curtilage areas.
- 1.1.3. No exotic trees or plants are permitted, except small contained vegetable and herb gardens.
- 1.1.4. Varieties of plant cultivar or colour are discouraged.
- 1.1.5. Plant numbers on slopes must be calculated for the actual surface area and not the plan area to ensure slopes will be sufficiently planted.
- 1.1.6. The lot owner shall ensure that the lot is kept free of noxious weeds and in a neat and tidy condition.
- 1.1.7. All plantings should be designed and located as to not impede on the visual amenity or solar gain of any neighbouring property except where permission from the adjoining landowner is provided.
- 1.1.8. Selected species to be sporadically planted to suit the wider context of the alpine and rural character.

## 1.2. Fencing

#### Objectives:

• To avoid an urban response to marking lot boundaries and instead achieve a seamless integration of common and private boundaries.

## Controls:

- 1.2.1. Fences are permitted to mark property boundaries on road side and driveway entrances only for proposed lots 2-15. These can be constructed with traditional post and rail, and shall be no higher than 1m in height.
- 1.2.2. Fences to mark the property boundaries for proposed lots 1, and 16 are permitted and can be constructed with traditional post and rail fence on road side and driveway entrances. Traditional post and wire farm fencing is to be used to mark the remaining boundary.

- 1.2.3. Where fences are required for containment within the curtilage area for a pet, it shall be no higher than 1m in height and be constructed in traditional post and wire, or waratah and wire, or post and netting, or waratah and netting.
- 1.2.4. Fencing/walls/screens for the purpose of privacy and shelter (around courtyards for example) are permitted within the building platforms and shall be constructed in the materials specified for architectural wall claddings. Fencing/walls described shall not exceed 1.5m in height.

### 1.3. Driveways

## Objectives:

• To create a singular typology of materiality and scale across the site that minimises the visual impact from external views.

#### Controls:

- 1.3.1. Gravel driveways to lot boundaries will be provided and lot owners shall use gravel, or concrete with an exposed aggregate finish only for all driveway and vehicle courtyards within the lot boundaries. Driveways are to be no wider than 3.5m.
- 1.3.2. Ornamental gates or entry features are permitted and to be designed in similar fashion to the traditional post and wire fence, not exceeding 1.0m in height and in timber only.
- 1.3.3. House letterboxes are located at the entrance to the development.

## 1.4. External Lighting

## Objectives:

• To minimise external light spill and prioritise the natural environment over the built form.

Note: The controls below have been informed by the strategies and rules for outdoor lighting standards from the Mackenzie District Plan Section 12.

#### Controls:

- 1.4.1. All exterior lighting shall be restricted to down lighting only and only for the purpose of lighting private areas within the boundary setbacks.
- 1.4.2. Lighting should not create any light spill onto adjoining properties.
- 1.4.3. All exterior lighting not fixed to a residential or accessory building shall be no more than 1.2m in height and directed downward.
- 1.4.4. Light sources are to be LED, incandescent, halogen, or other "white light", not sodium vapour or other coloured light.

#### 1.5. Site Utilities & Exterior Service Areas

### Objectives:

• To minimise adverse effects of service areas and utilities mounted, positioned, and arranged in individual dwellings.

#### Controls:

- 1.5.1. Exterior Service Areas to be appropriately screened with native planting from planting species list.
- 1.5.2. Air condition units, meter readers or any other electronic units relating to the house shall be painted to match house cladding or screened with planting if deemed appropriate to the unit.
- 1.5.3. Air conditioning units, or other units of any kind are not permitted to be mounted on the roof. These must be flush mounted where appropriate, and accessible for maintenance, readings etc.
- 1.5.4. All exterior service areas must be placed within the building platform allocated for each lot.
- 1.5.5. All site utilities such as gas supply, electrical supply, storm water piping, foul sewer, telecommunications, shall be underground or contained within the building structure.
- 1.5.6. Water tanks for the purposes of firefighting and potable water shall be concrete and buried.
- 1.5.7. If required, water tanks for the purposes of irrigation are to be buried.

#### 1.6. Swimming & Spa Pools

#### Objectives:

• To locate swimming and/or spa pools appropriately in the allocated curtilage area where structures are permitted, to reduce adverse visual effects on the surrounding landscape.

#### Controls:

- 1.6.1. Swimming pools and spas are permitted but must be located within the curtilage areas where structures are permitted. The pool plant is to be housed inside the house, garage, or ancillary building and must be acoustically insulated.
- 1.6.2. Pool fencing is to comply with any applicable local authority and safety standards and integrate with the house and landscape design utilising dark colours and natural materials.

## 1.7. Paving

## Objectives:

• To minimise visibility of hard surfaces into the sensitive rural character environment while promoting recessive materiality and colour combinations.

### Controls:

- 1.7.1. Paved areas are permitted within the curtilage areas and restricted to mid to dark grey 'natural materials', such as schist paving, asphalt, exposed aggregate, granites, bluestone or similar.
- 1.7.2. Coloured concrete paving in colours other than those described above are not permitted.

## 1.8. Materiality

## Objectives:

• To maintain a consistent colour and material palette throughout the development.

#### Controls:

- 1.8.1. Materials for other landscape features (e.g. fire pits, decking) are to compliment the architectural materiality outlined in the architecture design controls.
- 1.8.2. This is to ensure there is balance and continuity of materiality throughout the development. These materials must be complimentary of the landscape and architectural design.

## 1.9. Sculptures & Garden Art

## Objectives:

To select sculptures and garden art appropriate to the area.

#### Controls:

1.9.1. Sculptures and garden art shall be discrete and of an appropriate colour range as described in the controls and to be no higher than 1.5m.

## **Architectural Controls**

#### 2.1. General

- 2.1.1. All buildings, including ancillary buildings, must be located within the proposed residential building platforms.
- 2.1.2. All buildings must not extend beyond 4.5m of a specified datum floor level to the highest point of the roof.
- 2.1.3. All buildings must not exceed a site coverage of 50% of the building platform area.

#### 2.2. Roofs

- 2.2.1. The main roof forms of the residential dwellings across lots 2-16 are to be gabled with the pitch of these roofs to be a minimum of 25% and maximum of 35%. 15% of the roof can be flat to allow for connections between gabled forms
- 2.2.2. Mono-pitched roof is permitted for Lot 1.
- 2.2.3. Hip roofs are not permitted. No gables shall run into one another.
- 2.2.4. Roof colours should have an LRV between 5% 22%. Roof materials shall be restricted to one material from the following materials only:
  - Steel tray cladding/roof in Resene (or similar) 'Element', 'Grey Friars', 'Ironsand', Nocturnal', 'Charcoal', 'Cave Rock', 'Karaka', 'Windswept', with matte finish only
  - Profiled Steel in Resene (or similar) 'Element', 'Grey Friars', 'Ironsand', Nocturnal', 'Charcoal', 'Cave Rock', 'Karaka', 'Windswept', with matte finish only Timber shingles dark stained to match an LRV of 5 22%.
- 2.2.5. The roof material for Lot 1, in addition to the above materials, shall also include the option for the roof to be grassed (green roof).

## 2.3. Wall Cladding and Colour

- 2.3.1. For Lots 2 16, the following materials shall be selected from the palette below to complement the natural environment. Materials shall be resilient and durable in nature.
  - Natural timber cladding, left to weather, or in dark browns or greys, including burnt larch;
  - Stained timber cladding, in dark stain to match a LRV 5 22%;
  - Stone: Random sized schist as cladding and landscape wall elements, laid horizontally, and locally sourced;
  - Profiled metal: Standing seam profile in dark colours, pre-weathered zinc, or mild steel;
  - All joinery to have low reflectance glazing with dark aluminium, steel, or timber frames.

- Concrete: low light reflection coefficient to be achieved through texture or oxide additives, or textured concrete such as 'board-formed'.
- Corten or mild steel: as wall cladding panels or landscaping features.
- 2.3.2. In addition to the materials listed above, Lot 1 can also include rammed earth as a wall cladding option.
- 2.3.3. All window and door joinery, gutters, and downpipes shall be coloured to match the roof and exterior wall cladding.

## 2.4. Glazing

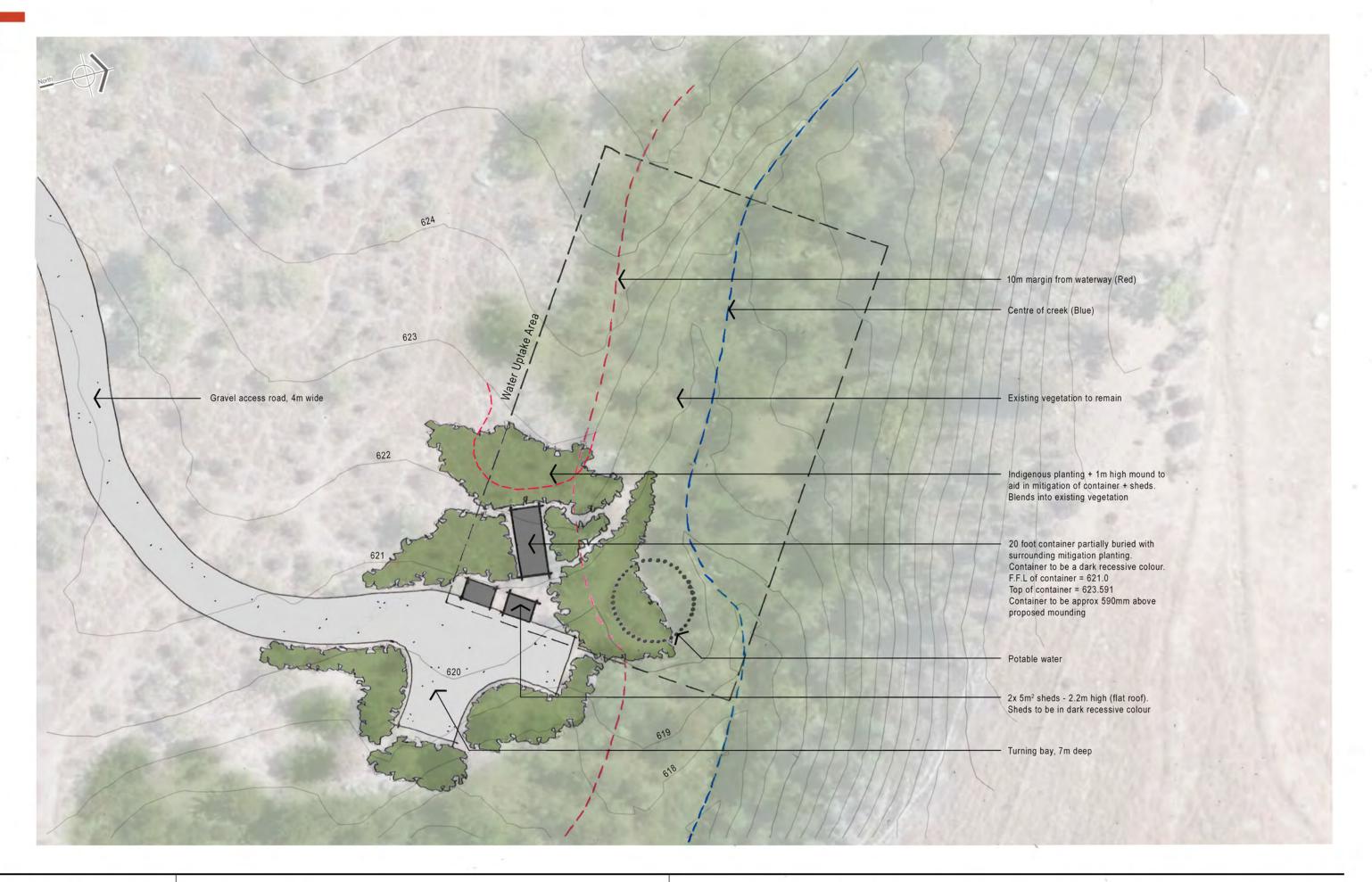
- 2.4.1. All glazing is to be anti-reflective and recessed into wall profiles, or setback under the roof form.
- 2.4.2. Minor tinting may be considered appropriate.

## 2.5. Ancillary Buildings

- 2.5.1. Any ancillary building such as garage or shed is to be no higher than 4.5m of the specified datum floor level to the highest point of the roof.
- 2.5.2. All ancillary buildings to be clad in the same materiality and colour of the residential dwelling.

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Document Set ID: 7316823 Version: 1, Version Date: 03/08/2022

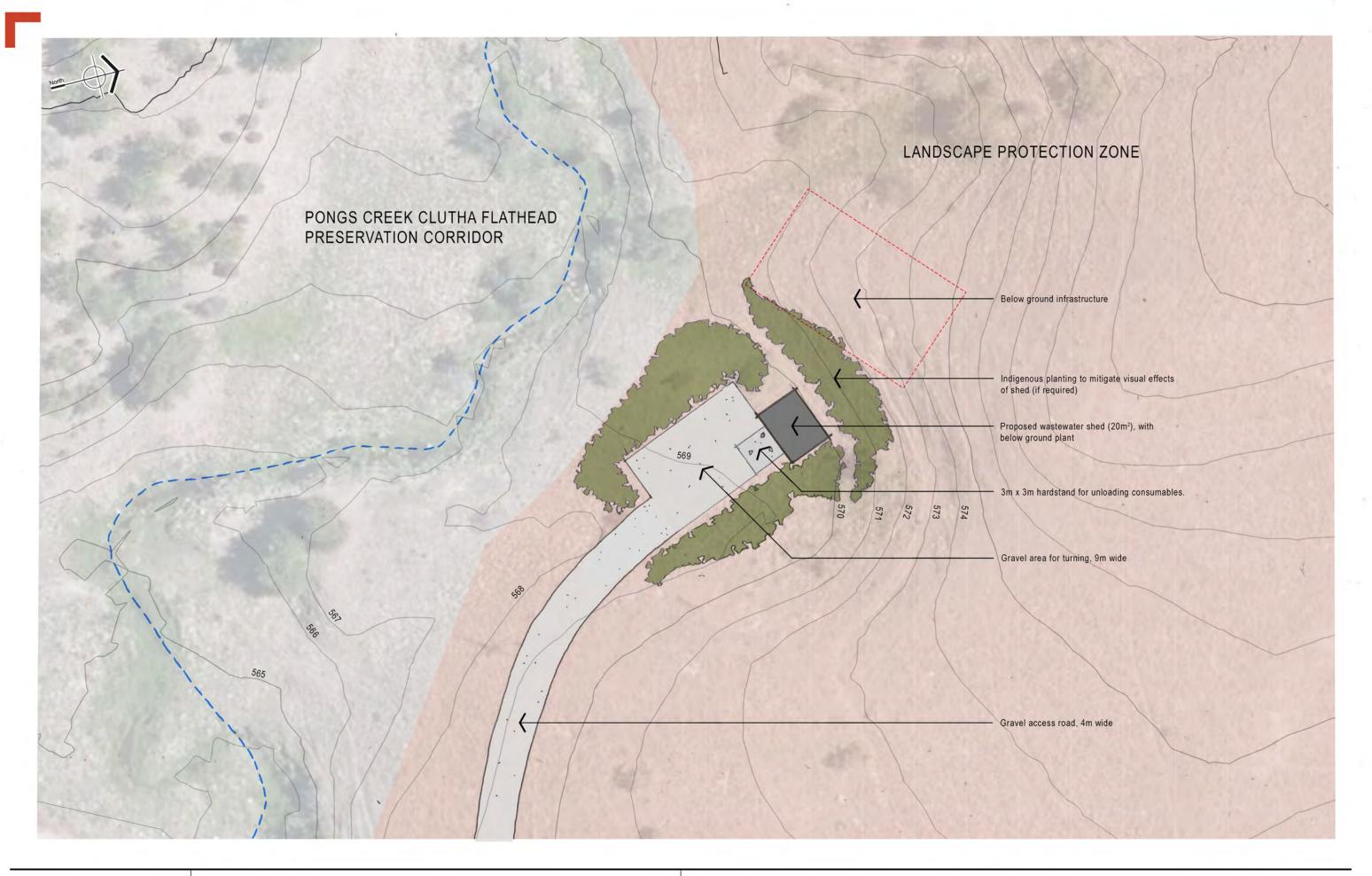




Document Set ID: 7316823



REFERENCE: 2738-SK41 - SCALE = 1:300 AT A3 - 23 MAR 2022 DRAFT - NOT A WORKING DRAWING - NOT FOR CONSTRUCTION BAXTER DESIGN LANDSCAPE ASSESSMENT ATTACHMENT N







REFERENCE: 2739-SK42 - SCALE = 1:300 AT A3 - 23 MAR 2022

DRAFT - NOT A WORKING DRAWING - NOT FOR CONSTRUCTION





Landscape Memo in response to QLDC s.92 request for further information: point 11

# Roberts Family Trust | McDougall's Block

Curtis Road, Cardrona Valley RM200267

AUGUST 2020

## s.92 Point 11 extract

Section 5.2.2 of the GeoSolve report states that they expect that finished floor levels of 750mm above the finished ground surface on Lots 11 & 13 should provide adequate protection from stream avulsion of Pongs Creek. Alternatively, bunds could likely be used for this purpose, but this would require consent from the Otago Regional Council for a defence against water. While the engineering details can be confirmed for Engineering Acceptance, if flood protection bunds are proposed then the associated consents should be applied for prior to granting subdivision consent and covenant areas should be shown on the scheme plan protecting the proposed bunds. Alternatively, if effectively reducing the height limit on these lots by up to 750mm is acceptable to the applicant, there are no engineering concerns with this.

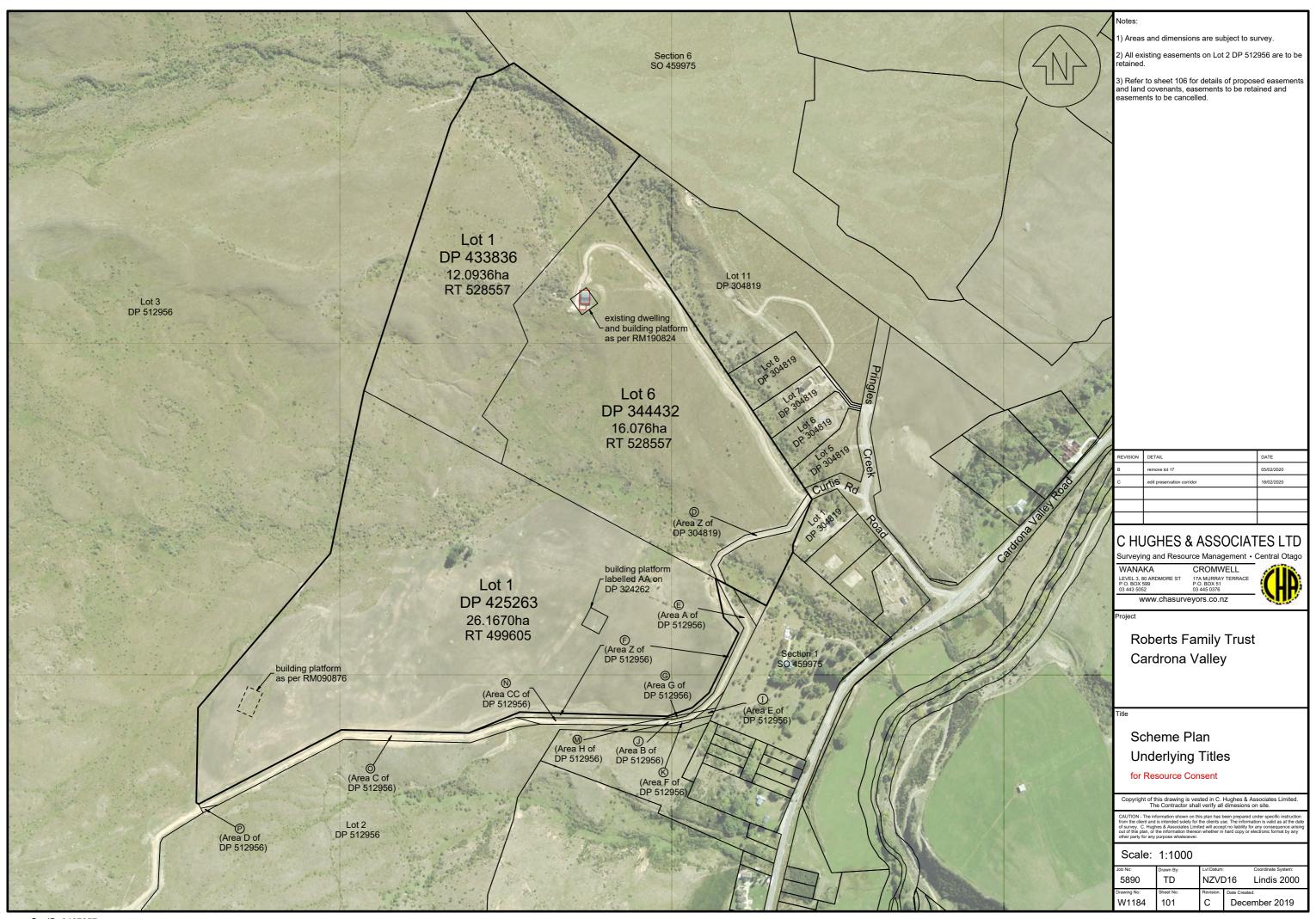
## RESPONSE

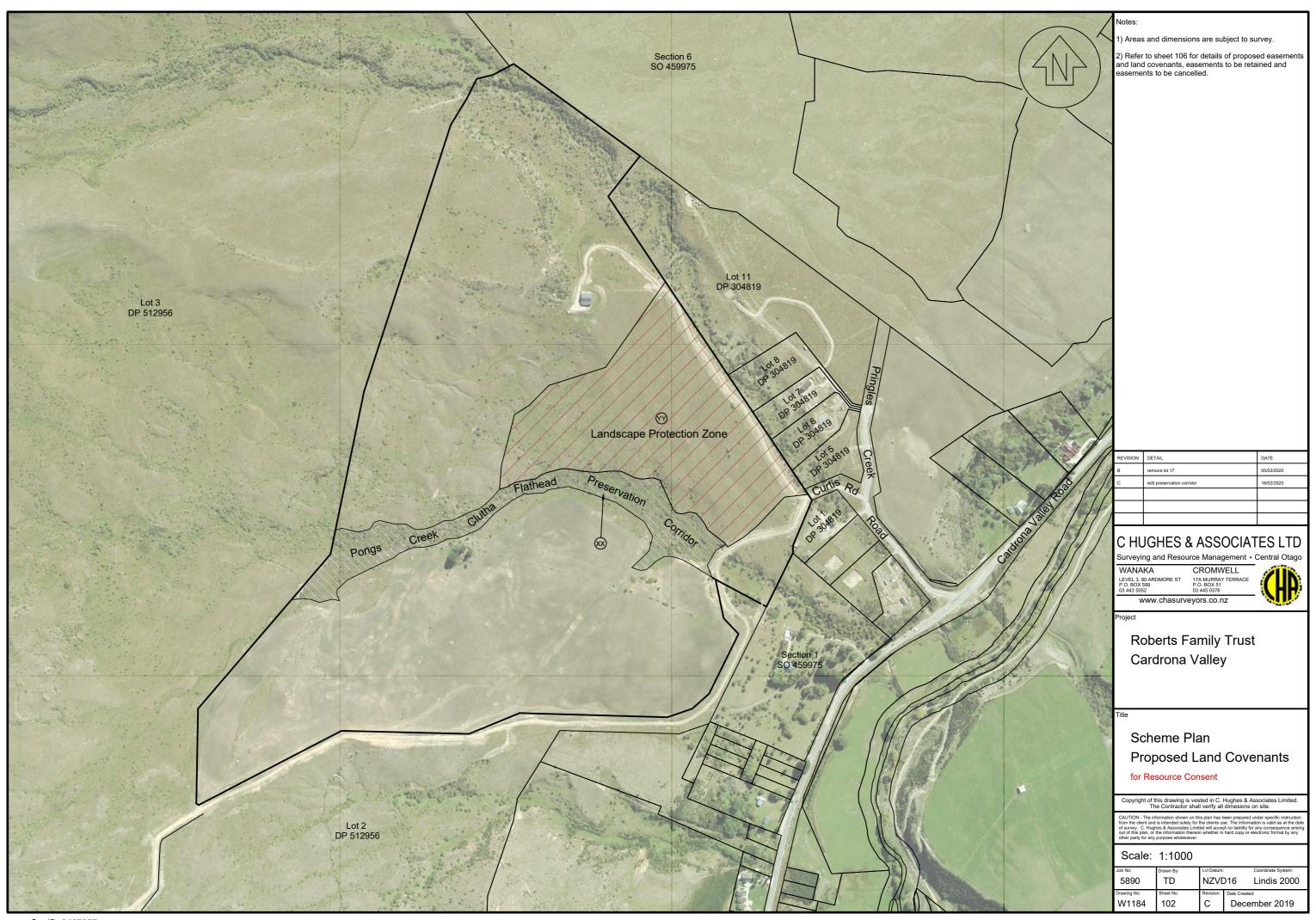
## Change to Datum Levels

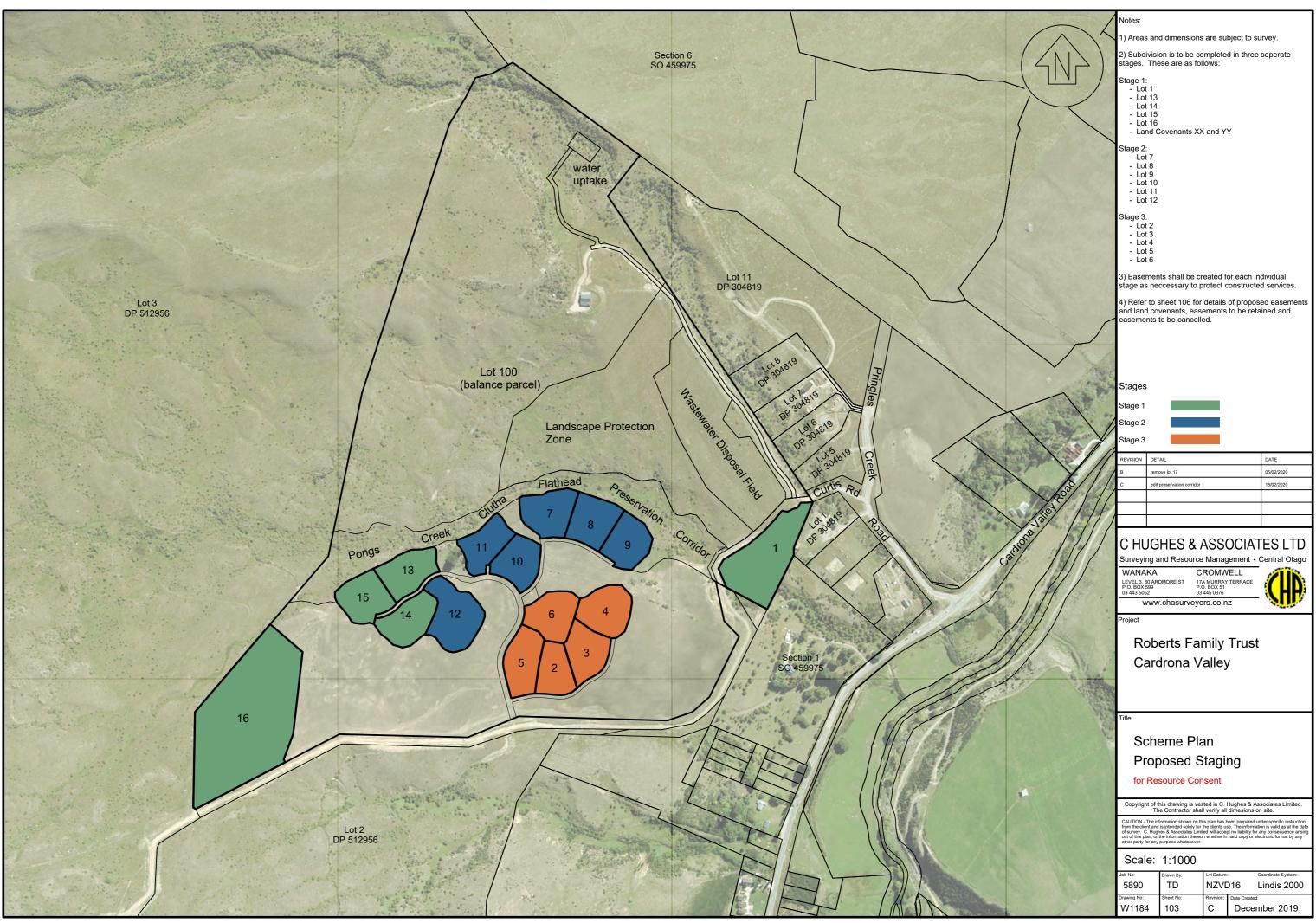
- 1. In response to Point 11 within the s.92 report (shown above), the applicant proposes an adjustment to the datum levels of Lots 11 and 13. These lots are to be raised 750mm to an F.F.L 604.75 (Lot 11) and F.F.L of 621.75 (Lot 13).
- 2. The increase in datum levels for these two lots by 750mm will adequately protect the potential stream avulsion of Pongs Creek as stated in Section 5.2.2 of the Geosolve report.
- 3. The increase in datum levels for these two lots by 750mm will be an unperceivable change when viewed across the wider proposed development from outside the site and, to that end does not require a reassessment of the visual effects of the proposed development.
- 4. Lots 11 and 13 within the proposed development are positioned within a rising landform to the south of the lots, and dwellings on these lots will not breach any ridgelines or skylines with the proposed 750mm increase in datum levels.
- 5. There is no need to reduce the height limit control on dwellings on Lots 11 and 13 with this 750mm increase in datum. The wider character of the development and any potential effects remain the same.

- 6. The mitigating effects of the extensive planting framework that will not be diminished by this change in level.
- 7. Taking the above into account, the conclusions reached in the original Landscape Assessment remain unchanged.
- 8. From surrounding views, the proposed 750mm increase to the datum levels for Lots 11 and 13 recommended in order to alleviate the potential stream avulsion of Pongs Creek will be imperceptible.
  - Minor Structures associated with Wastewater treatment and Water Take (refer Baxter Design Drawings 2738 SK37, SK41 & SK42)
- 9. Small structures are required as part of the water management. One small structure is required within the wastewater treatment area (*Baxter Design Drawings 2738 SK37 & 42*). This structure is 5x4 metres on plan and approximately 2.2 metres high, to be clad in dark coloured (grey) corrugated iron.
- 10. Given the location of this structure, within a small depression adjacent to Pongs Creek) this will not be visible from wider public views, including those views from residents in dwellings on Gin and Raspberry Lane. Proposed indigenous planting can be carried out in the immediate vicinity of the small structure if required to mitigate views internally from future residents in the lots to the south of his site.
- 11. A small collection of 3 structures is required at the water take area (*refer Baxter Design Drawings 2738 SK37 & 41*). One is a 20 foot container partially buried into the ground (2.4metres high) and two 5m2 sheds adjacent to that container, both 2.2m high and painted in dark recessive colours.
- 12. These small structures are to be located at the base of the eastern escarpment of a small creek tributary of Pongs Creek. Groups of indigenous plantings will be undertaken within the immediate vicinity of these structures.
- 13. None of these structures will be visible from public views.
- 14. Taking into account the small scale of these structures, the recessive colours of the structure, the location and the planting the effects on the wider landscape will be less than minor.













Document Set ID: 6467057 Version: 1, Version Date: 20/03/2020

## Schedule of Existing Appurtenant Easements

Purpose	Shown	Burdened Land / Servient Tenement	Benefitted Land / Dominant Tenement	Creating Document
right of way		Lot 2 DP 512956	Lot 1 DP 433836 Lot 6 DP 344432 Lot 1 DP 425263	EI 6097426.5
right to transmit electricity	E J N K			
right to transmit telecommunications	E J N K			
right to convey water				
right to convey electricity	GJPIM	Lot 2 DP 512956	Lot 1 DP 19397	T 838333.3
right of way			1 14 DD 405000	EL 0574700 5
right to convey water	EJNKF			
right to convey telecommunications & computer media	GOP	Lot 2 DP 512956	Lot 1 DP 425263	EI 8574798.5
right to convey electricity				
right of way	E J N K F G O P	Lot 2 DP 512956	Lot 3 DP 512956	EI 10872078.2

## Existing Easements to be Cancelled

Purpose	Shown	Burdened Land / Servient Tenement	Affected Land	Creating Document
right of way				
right to transmit electricity	D (Z on DP 344432)	Lot 6 DP 344432	Part Lot 1 DP 300535 CT OT 19127	EI 6057313.3
right to transmit telecommunications				
right to convey water				
right of way	D (Z on DP 344432)	Lot 6 DP 344432	Lots 1 & 2 DP 512956	EI 6410003.4
right of way				
right to convey water	D D	Lot 6 DP 344432	Lot 3 DP 512956 Lot 5 DP 344432 Lot 1 & 2 DP 512956	El 8574798.3
right to convey telecommunications & computer media	(Z on DP 344432)			
right to convey electricity				

## Existing Easements in Gross to be Cancelled

Purpose	Shown	Burdened Land / Servient Tenement	Creating Document
right to convey electricity	D (Z on DP 344432)	Lot 6 DP 344432	EI 6378833.1

## Memorandum of Easements

Purpose	Shown	Burdened Land / Servient Tenement	Benefitted Land / Dominant Tenement
right of way	C E F G H I J K L M N O P Q R	Lot 100	Lot 2 - 16
right of way	С	Lot 100	Lot 1
right of way			
right to convey water	c	1	Lot 3 DP 512956
right to convey telecommunications & computer media	, and the second	Lot 100	Lot 5 DP 344432 Lot 1 & 2 DP 512956
right to convey electricity			

Notes:

Areas and dimensions are subject to survey.

Lots 1 - 16 are subject to building platforms and curtilage areas as per Baxter Design Master Plan (See Sheets 104 and 105)

## Memorandum of Easements in Gross

Purpose	Shown	Burdened Land / Servient Tenement	Benefitted Land / Dominant Tenement
right to convey electricity	ABCEF		Aurora Energy Ltd
right to convey telecommunications & computer media	G H I J K L M N O P Q	Lot 100	Chorus New Zealand Ltd
right to convey water	ABCEF GHIJK LMNOPQ	Lot 100	Management Company
right to drain sewage	BCEFGH IJKLMN OPQRZZ	Lot 100	Management Company
right of way	ABCEFG HIJKLM NOPQRZZ	Lot 100	Management Company
right to take & store water	А	Lot 100	Management Company

\*Area YY is a "Landscape Protection Zone" land covenant. This overlaps part of Area B and all of Area ZZ.

\*Area XX is a land covenant for the "Pongs Creek Clutha Flathead Preservation Corridor".

\*All existing easements and land covenants on Lot 2 DP 512956 are to be retained.

\*Lots 1 - 16 are subject to building platforms and curtilage areas - see Sheets 104 and 105.

REVISION	DETAIL	DATE
В	remove lot 17	05/02/2020
С	edit preservation corridor	18/02/2020

## C HUGHES & ASSOCIATES LTD

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Project

Roberts Family Trust Cardrona Valley

itle

Scheme Plan
Easement & Covenant Detail

for Resource Consent

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## Landscape Assessment Report

## Roberts Family Trust | McDougall's Block

Curtis Road, Cardrona Valley

January 2019

## INTRODUCTION

- 1. This report assesses the landscape effects of a proposed subdivision off Curtis Road, Cardrona. The Applicant seeks land use consent for the formation of 16 lots (one of which will contain a previously consented building platform under RM090876), including the establishment of 15 additional residential building platforms (RBP), associated curtilages, access ways, infrastructure, earthworks, and landscaping. The proposal also includes provisions for ecological protection and enhancement within the central development area, and a landscape protection zone.
- 2. This report assesses the potential effects of the proposal on landscape and visual amenity. It includes the following:
  - Description of the site and wider landscape;
  - Description of the proposal;
  - Landscape Assessment;
  - Conclusion.
- 3. The following Attachments are included in this report:

•	Attachment A - Concept Masterplan	(refer: Baxter Design 2/38-SK24)
•	Attachment B - Planting Palette	(refer: Baxter Design 2738-SK25)
•	Attachment C - Lot Schedule	(refer: Baxter Design 2738-SK26)
•	Attachment D - Contour Plan	(refer: Baxter Design 2738-SK27)
•	Attachment E - Protection Zones	(refer: Baxter Design 2738-SK28)
•	Attachment F - Location Plan	(refer: Baxter Design 2738-SK29)
•	Attachment G – Photographic Study A and B	(refer: Baxter Design 2738-SK09)
•	Attachment H – Photographic Study C and D	(refer: Baxter Design 2738-SK10)
•	Attachment I - Photographic Study E and F	(refer: Baxter Design 2738-SK30)
•	Attachment J - Photographic Study G and H	(refer: Baxter Design 2738-SK31)
•	Attachment K - Photographic Study I and J	(refer: Baxter Design 2738-SK32)
•	Attachment L – MCSSZ Comparison	(refer: Baxter Design 2738-SK33)

Attachment M - Design Controls

#### DESCRIPTION OF THE SITE & WIDER LANDSCAPE

- 1. The Cardrona Valley has a varying typology of landscape and activity including rural farmland, permanent and short-stay housing, and tourism activities which include the Cardrona Ski field, the Snow Farm, walking tracks, horse trekking, a distillery, and the historic Cardrona Hotel. Entering the valley from the south, the base of the valley reads as a flat and narrow channel, widening towards the Cardrona Village. High-density residential dwellings are positioned south of the hotel, while lower density residential lots are scattered amongst the gentle hillock valley floor surrounding the village. Pastoral farms are situated on the valley floor north east of the Cardrona Hotel. The valley is enclosed by picturesque mountainous ranges, scattered alpine vegetation and pastoral lands. The valley is surrounded by significant mountain ranges. On the western side of the valley is Mount Cardrona and the Cardrona ski field, with the Pisa Ranges on the east. An incised escarpment along the western side of Cardrona Valley Road creates a plateau at the foot of Mount Cardrona with gentle hillocks and rolling landscapes spread across the remaining area. The consented Mount Cardrona Special Zone is located on this plateau.
- 2. The Cardrona Village is adjacent to Cardrona Valley Road on both the eastern and western sides spread across approximately 2.2km of the valley. The village is centred around the historic Cardrona Hotel. Residential lots and dwellings are scattered in and around the perimeter of the village, while high-density accommodation is located south of the hotel. The buildings in the area are a mix of rustic, 'farmyard style' barns, and modern designed dwellings, adding to the rich historic character of the site.
- 3. Across the road from the Cardrona Hotel, to the east, a proposed 53 lot subdivision of lots 7-17 DP440230 by Brooklynee Holdings Ltd (director Kathy Lynne) is planned as part of RM110441, this proposal is currently on hold according to QLDC. Another development in the same location proposed by Cardrona Village Ltd seeks resource consent for development centred on Soho Street and Rivergold Way as part of RM190669. The proposed development comprises of a mix of hotels, serviced apartments, residential apartments, serviced terrace units, residential terraced units, residential dwellings, and a hostel across approximately 3.2 ha of land currently zoned as Rural Visitor under the QLDC ODP.
- 4. The Mount Cardrona Special Zone (MCSZ) is situated between the Cardrona ski field access road, and the subject site boundary approximately 1.7km north from the Cardrona Hotel. The zone provides for 480 mixed density housing lots, 80-bed four and a-half star hotel, an an18-hole golf course and facilities, open fields, biking, walking, and horse trails within its 131ha area. Attachment L displays an approximate lot layout scheme which represents the proposed density of the MCSZ in comparison to the applicants site and proposed density
- 5. Throughout this report 'subject site' refers to the entirety of the area for which this report is for. 'Development area' refers to the area of land within the subject site that is proposed for the bulk of the development (refer Attachment F).
- 6. The subject site is located on an elevated portion of land, west of the Cardrona Village, and is referred to as the western plateau in this report. The subject site landform is a gently undulating landscape with rolling hills, moderate slopes, and small ridges, north-west of the Cardrona Hotel (refer Attachment F). The site landform falls towards the north, rising up from the flatter terrace form on which the MCSZ is located. Within the site landform are minor gullies, terraces and hillocks.
- 7. Access to the subject site is via a right of way easement off Curtis Road, which is accessible via Pringles Creek Road, approximately 750m north-west from the Cardrona Hotel off Cardrona Valley Road.

- 8. The subject site currently contains one residential dwelling, located towards the northern boundary. Five residential lots (four with residential dwellings) are located on Gin and Raspberry Lane, adjacent to the subject site on the eastern boundary near Pringles Creek. Curtis Road is chip-sealed for half of its length. The remainder of the road is gravel. The gravel road then forks to service the residential dwelling to the north, and continues along the western boundary of the site.
- 9. The subject site landscape is an undulating landform, covered predominantly in open pasture grass with scattered alpine vegetation. Small valleys are present through the site running southnorth, with gentle gradients. Pongs Creek flows through the site from west to east. Pongs Creek contains a diversity of alpine plant species which contribute to the natural character, meandering through the pastoral landscape within a defined catchment.
- 10. This undulating landform continues along the western plateau and rises into the development area which is predominantly pastoral land with remnant native alpine vegetation. Before pastoralism, indigenous vegetation would have dominated this landscape, as evident by the remnant vegetation across the landscape and within Pongs Creek. The development area is bordered by Pongs Creek to the north (refer Attachment F). The general slope across the development area rises from the creek towards the southern boundary where a consented RBP [RM090876] is located.
- 11. Two historic water races pass through the site, The Cardrona Company Race, and Littles Water Race. These have been damaged due to pastoral activity over time. There are eroded and poorly defined alluvial gold mining features in the landscape either side of Pongs Creek (refer to the Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone' with the proposed communal disposal field being designed with respect to these features in order to maintain their integrity.
- 12. The subject site and development area has expansive views of Mount Cardrona, the Cardrona Valley, and the Pisa Ranges to the east. These undulating terrain, gentle slopes, and ridges have been utilised to drive the design layout of the proposed development, with roading following landform and dwelling clusters located within minor valleys where possible.

## DESCRIPTION OF THE PROPOSAL

- 13. The subject site is legally described as Lot 1 DP433836 & Lot 6 DP 344432 and Lot 1 DP425263 (Roberts Land) and Lot 2 DP 512956 (Mt Cardrona Station Land) and is approximately 54ha in area. The site, in its current form, is predominantly a pastoral landscape with one residential dwelling. Pongs Creek, a small creek, runs from the west to the east and situated north of the proposed development area.
- 14. This application seeks to subdivide the site into 16 separate lots (refer Attachment A). Each lot will contain a residential building platform (RBP) and residential curtilage areas. Each future residential dwelling will be subject to Design Controls (refer Attachment M) which dictate the future landscape and architectural treatments including, but not limited to, fences, service areas, utilities, planting, building height, cladding colour, materiality, and permitted activities within curtilage areas. These controls will dictate the design vision, enhancing the rural character of the landscape, while recreating a wild alpine ecology through the site. This will ensure the overall landscape pattern is visually consistent, contiguous, and complimentary to the natural and pastoral character of the site.
- 15. It is noted that planting controls come in two levels, being those undertaken at the time of the **development**, 'wrapping' around building platforms and lots, and then those controls which enable

- that indigenous planting to continue within lots, subject to future landowners owners design layouts.
- 16. One RBP within the proposed development is previously consented under RM090876 and will be located within Lot 16 (refer Attachment C).
- 17. The previously consented RBP mentioned above, has been varied slightly to reduce potential adverse effects in regards to earthworks and visibility (refer to earthworks plans prepared by CFMA contained within RM090876). A summary of the variations are:
  - i. The RBP remains as 1000m<sup>2</sup>
  - ii. The RBP has been rotated approximately 90° clock-wise to orientate the RBP 'along' the slope, rather than against the slope, reducing cut/fill.
  - iii. The proposed driveway is orientated to 'run with' the topography, reducing earthwork cut/fill.
  - iv. As a result of the above, the RBP has been lowered approximately 2m from an F.F.L of 667.00 to 665.00
  - v. The removal of the additional mounding located on the ridgeline east of the RBP.
  - vi. The removal of the proposed planting.

(Refer to Holmes calculations for proposed Lot 16 for confirmation of the above)

- 18. A single access to the proposed development will come off Curtis Road and follow the western edge of the boundary firstly servicing Lot 1 (refer Attachment C). This road will connect to an existing easement which borders the southern boundary edge of the site. A proposed 5.5m wide chip sealed road will enter the site from the southern boundary edge, pass through the site to service the 14 Lots within the development area. Two secondary roads branch off the main road each 3.5m wide. The first road will service lots 2 4, and the second will service the lower creek lots 7 9. Gravel driveways will be constructed to provide access to each lot. Each driveway is to be no more than 3.5m in width as set out in the Design Controls (refer Attachment M).
- 19. Lot 16 has separate access off the current right of way easement from the south. (refer Attachment C).
- 20. Lots 1, and 16 are positioned outside the main development area occupying the eastern, southern, and northern corners of the subject site (refer Attachment A and C).
- 21. Each RBP and lot has a specified datum and approximate area (refer Attachments D and C respectively).
- 22. The positioning of the lots within this application are set out in Attachment C and are as follows:
- 23. Lot 1 is situated on the northern side of Pongs Creek in the eastern corner of the subject site. This lot includes a small portion of Pongs Creek which will be protected by covenant (refer Attachment C).
- 24. Lots 2 6, 'The Valley Cluster', is the first cluster of residential lots in the development area. These lots have been positioned behind a small eastern ridge nestled into a small valley (refer Attachment C).
- 25. Lots 7 9, 'The Creek Cluster', lines the lower tail of Pongs Creek before it reaches Lot 1. These lots are bound by the creek and will be heavily vegetated as part of the native planting framework undertaken by the developer (refer Attachment C).

- 26. Lots 10 15, 'The Hill Cluster', is positioned on the upper slopes of the development area. Ranging from datum levels between 601 630 MASL. Each lot has a 'standalone feel' to it as each neighbouring lot are at varying heights either below or above one another (refer Attachment C).
- 27. Lot 16 (with consented building platform RM090876) is situated behind a small ridgeline aligning north-south. This Lot secludes itself from the development area with a separate access off the current right of way easement, with the building platform nestled behind a small ridge running west to east (refer Attachment C).
- 28. Earthworks will be required within the development area to create flat RBPs, with softened sloped curtilage areas, and gentle meandering roads to work within the existing topography and landform types. These proposed earthworks are designed to accentuate existing valley and ridge landforms to suit the proposed residential RBPs while creating separation in other clusters from neighbouring lots (refer Attachment D).
- 29. The main development area, which incorporates Lots 2-15, adopts an indigenous planting and ecological framework planted by the developer. The indigenous planting and the associated fencing to protect this, will enhance existing vegetation within the development area. Pongs Creek is to be fenced and protected by covenant named 'Pongs Creek Clutha Flathead Preservation Corridor'. The intention behind this covenant is to protect Pongs Creek and its margins from stock further damaging the ecology in this area, and protect the 'Nationally Critical' Clutha Flathead Galaxias which inhabits a part of Pongs Creek. This will allow the creek and its margins to naturally regenerate.
- 30. Across the indigenous planting framework, a variety of species with equal coverage will ensure that an alpine vegetated landscape is reinstated across the site. This framework encompasses an area of approximately 4.6ha (refer Attachment B). Future lot owners will undertake planting within their respective curtilage areas and be restricted to the plant list and specifications set out in the Design Controls (refer Attachment M). This ensures that curtilage vegetation blends successfully into the wider network both visually and ecologically. Once mature, the proposed native planting framework will also partially mitigate external views of future residential dwellings.
- 31. Fences are proposed for lot boundaries, the 'Pongs Creek Clutha Flathead Preservation Corridor', native planting areas, and pastoral grazing areas. Fences will follow both sides of the proposed driveways and the boundaries of each proposed lot. All fencing is in traditional 7 wire farm fence, typical of fences in this landscape. All lands outside of the planting areas and roadways will continue to be managed as a working farm controlled by condition of consent. The open space area surrounding the indigenous planting and lots outside the native planting areas is approximately 34ha in size. Stock crossings and gates will be located where they best facilitate the movement of stock across the paddocks and roads. Proposed fencing will also prevent stock from entering Pongs Creek as part of the 'Pongs Creek Clutha Flathead Preservation Corridor'.
- 32. The proposed development includes protection areas to enhance the natural character of site, and the ecological benefits of Pongs Creek, mentioned briefly above (refer Attachment E). The 'Pongs Creek Clutha Flathead Preservation Corridor' encompasses an approximate area of 3.7 ha, which will be fenced in order to protect Pongs Creek from grazing stock, allowing the area to naturally enhance and protect the ecological amenity. The proposed 'Landscape Protection Zone' maintains the pastoral character of the area of land between proposed dwellings and existing dwellings on Gin and Raspberry Lane. This covenant encompasses an approximate area of 8.6ha and will prevent future subdivision in this zone.
- 33. Taking all of the above into account, the proposed development is intended to be an integrated development of low darkly coloured dwellings within an extensive framework of plantings. The development will **not be 'suburban' in character**. Rather, it will appear as a contiguous palette of

- dark roofs and natural wall claddings within a planting framework that is up to 2 2.5 metres in height. Being located on a slope ensures that views towards the site from further afield will experience a visible backdrop of planting around each lot as well as foreground planting.
- 34. A communal disposal field is proposed for Lots 1-15 and located within the 'Landscape Protection Zone'. If it is determined that the disposal field requires fencing, a traditional 7 wire farm fence will encompass the area (refer to the Proposed Onsite Wastewater Management System Site Assessment Report prepared by e3 Scientific). The previously consented disposal field for Lot 16 (RM090876) is to remain with minor adjustments in response to the rotation of the building platform.
- 35. An approximate area is indicated on Attachment A for the proposed water take area and for the development for potable water storage and local treatment. Approximately 5x 30,000L concrete tanks will be located here and fully buried in the landscape (refer to the report prepared by Holmes for further details).
- 36. The proposed development is set to be established in stages to alleviate impact on the surrounding residences and landscape (refer to Staging Plan prepared by Holmes). The stages are currently proposed as follows;
  - i. Stage 1: Lot 1, Lot 16, Lot 13, Lot 14, Lot 15
  - ii. Stage 2: Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12
  - iii. Stage 3: Lot 2, Lot 3, Lot 4, Lot 5, Lot 6

## LANDSCAPE ASSESSMENT

## Methodology

- 37. The site design underwent several iterations in which possible RBP locations were assessed and analysed. Photographs were taken from adjacent areas to assess the visibility of the subject site from these locations. The potential visual effect of each building platform was assessed on site and from further viewpoints. In general, the form and scale of lot density and layout was driven by the desire to integrate dwelling, roading, and vegetation.
- 38. To ensure that the design outcome is that as is intended, extensive Design Controls have been created to address the specific character of the landscape and dictate architecture and landscape matters within each lot.

## Landscape Category

- 39. According to the QLDC Operative District Plan (ODP), the site is located within the Rural General Zone and is shown in the Planning Maps 10 and 24a. The site is located on rural land described as Outstanding Natural Landscape District Wide (ONL-DW).
- 40. It is noted that this ONL landscape is transitional in character and that the relatively undeveloped rural character that currently exists across this plateau will change in the immediate future to a more developed landscape that will include the large MCSZ and works to be undertaken on the Ski Field sub zone land including potentially considerable car parking and possibly a large access gondola, should Cardrona Ski field expand to include Soho ski field.
- 41. The following assessment addresses the ONL-DW Assessment Matters contained within part 5.4.2.2 (2) of the QLDC ODP.

42. The following assessment also acknowledges the QLDC Proposed District Plan (PDP). The PDP locates the site on rural land described as Outstanding Natural Landscape (ONL) on planning Maps 10 and 24a. The report will also assess the proposed development using the Assessment Matters contained within part 21.21.1 Outstanding Natural Features and Outstanding Natural Landscapes (ONF and ONL)

Level of Effect

43. The following seven point scale derived from the New Zealand Institute of Landscape Architect's Best Practice Note: Landscape Assessment and Sustainable Management 10.1 is used to assess the magnitude and importance of conditions, change and effects:

Extreme Very High

High

Moderate

Low

Very low (very low is often interpreted as less than minor)

Negligible

## 5.4.2.2 ASSESSMENT MATTERS: OPERATIVE DISTRICT PLAN

2) Outstanding Natural Landscape (District Wide) - Assessment Matters

These assessment matters should be read in the light of the further guiding principle that existing vegetation which:

- (a) was either
  - planted after; or
  - self-seeded and less than 1 metre in height at 28 September 2002; and
- (b) obstructs or substantially interferes with views of the landscape (in which the proposed development is set) from roads
  - shall not be considered:
  - (1) as beneficial under any of the following assessment matters unless the Council considers the vegetation (or some of it) is appropriate for the location in the context of the proposed development; and
  - (2) as part of the permitted baseline. nor shall removal of such vegetation be considered as a positive effect of any proposal.
- 45. There are several existing large macrocarpa trees located between proposed Lot 11 and 13 of considerable age. These trees provide no benefit to the wider landscape and are to be removed.
  - a) Potential of the landscape to absorb development

In considering the potential of the landscape to absorb development both visually and ecologically, the following matters shall be taken into account consistent with retaining openness and natural character:

- i) whether, and to what extent, the proposed development is visible from public places;
- 46. In general, the proposed development has a limited view catchment, generally confined to the upper western elevated portions of the Cardrona Valley with a minor glimpse view from the Cardrona Valley Road when travelling south, and parts of Pringles Creek Road.

(Note: Attachment F indicates locations where photographs have been taken Location photographs are shown on; **Attachment's** G, H, I, J and K).

#### A. PRINGLES CREEK RD VIEWS

- The proposed development is potentially most visible from Pringles Creek Rd views. The closest dwelling is approximately 390m away from Pringles Creek Rd. The proposed development will occupy a portion of that hummocky landscape within the lower elevations of a landscape that continues to rise towards Mt Cardrona in the distance (refer Attachment I). Whilst the development will be visible, it will contrast in form and colour to the existing pattern of residential development on Gin and Raspberry lane and all other residential development within the lower valley and the Cardrona Village. The combination of planting and design controls will assist in visually absorbing the built development into this landscape. Whilst it will be visible, it will be visually unique in its form. The scale of indigenous plantings proposed is unique and will aid in the absorption of future dwellings being absorbed into the landscape.
- B. CARDRONA VALLEY RD VIEWS (north of village, Location G, H, I on Attachments J, and K)
  - When approaching the Cardrona Village from the north, there will be limited and intermittent minor glimpse views of the proposed development, at a considerable distance. These views are illustrated on Attachments J & K in Photograph locations H & I. From both of those viewpoints, development on the MCSZ will occupy the immediate foreground. At no point from these Cardrona Valley Road views will all dwellings on this site be visible. In general the bulk of the lower lots will be either screened by development within the MCSZ or by foreground landform.
  - In general, the proposed development occupies a minor part of a wide panoramic vista which extends to the ridgetops on both sides of the Cardrona Valley in these views. Those views extend from approximately 2 kilometres at point G on Attachment F up to 4.5km on point I on the same Attachment. From those distances, dwellings will be barely discernible and the development will be perceived as a minor dark pattern extending slightly above development in the MCSZ in the foreground. These dwellings will occupy a small window of view that is largely dominated by the foreground landscape, topography, vegetation, farm land, and the wider context of the valley. As part of the proposed development, future dwellings will be recessive in colour, texture, materiality as outlined within the design controls (refer Attachment M), and blend into the proposed planting scheme (refer Attachment B).

#### C. MEG HUT TRACK VIEWS

- The view from the Meg Hut Track is extensive, looking west across a wide open plateau with the ski-field access road climbing to Mt Cardrona (refer Attachment K, Location J). From this view, the existing dwellings along Gin and Raspberry Lane are minor dots within a full high country panorama. The most visible change to this landscape will be the development of the MCSZ which, at full development, still occupies a relatively small portion of that vista.
- The proposed development will be potentially visible for approximately 535m of the Meg Hut Track (refer Attachment F). Development of the site will be intermittently visible from the track and, given the distance (approximately 2.3 km), relatively difficult to discern.
- The neighbouring MCSZ is highly visible and encompasses a portion of the western plateau (refer Attachment K). Existing residential dwellings on Gin and Raspberry Lane are also visible from this location. Taking into account the recessive nature of the proposed development and the relatively small scale of dwelling footprint compared to planting, future dwellings within the proposed development area will be will be difficult to perceive.
- Along the same 535m stretch, the visibility of future dwellings in proposed lots 4, 6, and 10-16 will be intermittent and difficult to perceive due to the foreground vegetation from the Meg Hut Track to the site, the surrounding topographical setting, the direction and orientation of the track, and the distance to the development area being approximately 2.3km.
- Overall, all future dwellings will have very low to negligible adverse effects when viewed
  from the Meg Hut Track predominantly due to the approximate distances to the proposed
  lots, and the scale of planting in conjunction with visually recessive structure, In short, the
  proposed development will occupy a small elevated portion at the southern end of the
  western plateau mountain ranges, just south of existing dwellings and the MCSZ.

#### D. MT CARDRONA SPECIAL ZONE VIEWS

The proposed development will be visible as a distant backdrop from dwellings, roads, and reserves within the MCSZ. These views will be experienced within an urban context and, whilst the proposed development will be visible, it will be at a distance of approximately 450m between the southern boundary of the MCSZ and approximately 900m from the centre of the MCSZ. All views from the zone are panoramic with the proposed development occupying a minor part of that panorama.

In summary the visibility of the proposed development from public places is relatively low.

- ii) whether the proposed development is likely to be visually prominent to the extent that it dominates or detracts from views otherwise characterised by natural landscapes;
- 47. At the date of this report, the landscape on the upper terrace area west of the Cardrona Village is relatively natural in character. Aside from the small pattern of dwellings on Gin and Raspberry Lane, the overall landscape has an overriding high level of naturalness. This will change in part with the development of the MCSZ however, both that and the proposed development are still reasonably hidden visually from the principal public viewpoints being Cardrona Village and the Cardrona Valley Road. Those views will still be overwhelmingly natural in character, given the relative lack of visibility. The development will be able to be seen however, as described above, in the intermittent locations where it can be seen from, those views contains the MCSZ which is neither visually prominent nor does it detract from the scale and naturalness of those panoramic views.

- 48. From the short portion of Pringles Creek Rd that the proposed development is potentially visible from, the development will change that viewing experience from a pure natural and pastoral view to a view that is still widely rural in character, albeit, with the proposed development rising to the south from Pringles Creek. Whilst it may distract from a natural view, the immediate Pringles Creek corridor will not be altered and will be enhanced by the removal of stock, enabling a natural succession of indigenous revegetation to occur. In short, the wider visual corridor of Pringles Creek will lose some rural character but that will be offset by the positive effects of protection and enhancement. Given the relatively small scale of the development within the wider landscape it will not dominate, nor detract form that view.
- whether any mitigation or earthworks and/or planting associated with the proposed development will detract from existing natural patterns and processes within the site and surrounding landscape or otherwise adversely effect the natural landscape character;
- 49. Reasonably substantial earthworks will be required in the construction of the development. Like any development, those earthworks will have a temporary adverse effect, of reasonable significance. However, on completion and establishment, those earthworks will not be visible and no steep cuts, grades or batters are proposed within the development which would be recognisable and remain after establishment. The significant proposed indigenous planting replicates the colour and texture of the original planting cove, is contour responsive and will sit comfortably within this landscape. Whilst that planting will provide some screening of the lower elevations of dwellings, it purpose is not to screen but to enclose and to that end will be perceived as a comfortable part of the surrounding landscape character.
- 50. To that end, the shaping of the proposed planting and earthworks will not detract from existing natural patterns and processes within the site and surrounding landscape and will not adversely affect the natural landscape character.
- iv) whether, with respect to subdivision, any new boundaries are likely to give rise to planting, fencing or other land use patterns which appear unrelated to the natural line and form of the landscape; wherever possible with allowance for practical considerations, boundaries should reflect underlying natural patterns such as topographical boundaries;
- 51. The new lot boundaries formed by the proposed development will not be distinguishable in the development and will be visually 'lost' within the proposed indigenous planting framework for the majority of the lots which, as previously mentioned, follows the natural undulation of the landscape. Planting by future owners are restricted to the same plant species and are to be planted within their respective curtilage areas. Planting is to be mixed in order to be visually consistent with the surrounding planting framework. Where lot boundaries are positioned outside of the indigenous planting framework (Lots 1, and 16) those boundaries have been kept off ridgelines, and follow the natural topography and landscape patterns to minimise potential adverse effects.
- v) whether the site includes any indigenous ecosystems, wildlife habitats, wetlands, significant geological or geomorphologic features or is otherwise an integral part of the same;
- 52. Pongs Creek dissects the site, flowing from west to east. The creek is home to the endangered Clutha Flathead Galaxias which is classified as 'Nationally Critical', sharing the same threat level as the kākāpō. The development proposes a protection zone for Pongs Creek spanning the length of the creek as it passes through the subject site. The appropriately named 'Pongs Creek Clutha Flathead Preservation Corridor' will be fenced off from stock, allowing the area to naturally enhance.

- vi) whether and to what extent the proposed activity will have an adverse effect on any of the ecosystems or features identified in (v);
- 53. The proposed development will not adversely affect the ecology and biodiversity within Pong's Creek, as the methods within the proposed development provides an opportunity for the existing ecology to enhance naturally with the formation of the 'Pongs Creek Clutha Flathead Preservation Corridor'. The methods include, fencing the entirety of the corridor to protect the creek from stock, planting undertaken by the developer on the eastern side right up to the edge of the corridor providing the potential for species to self-seed within the corridor, the retention of a culvert that restricts trout access protecting the Clutha Flathead population, and proposed staging of the project (refer to Staging Plan prepared by Holmes) reducing the impact of the future development on the area overall.
- vii) whether the proposed activity introduces exotic species with the potential to spread and naturalise.
- 54. The existing macrocarpa trees located between proposed Lots 13 and Lots 11 are understood to be the only exotic tree species on site. These are to be removed as part of the proposed development as they have no ecological or amenity value. No exotic species are specified on the proposed planting list, and thus the proposed development will not give rise to exotic species being introduced by the developer to spread and naturalise across the landscape.
  - b) Effects on openness of landscape.

In considering the adverse effects of the proposed development on the openness of the landscape, the following matters shall be taken into account:

- i) whether and the extent to which the proposed development will be within a broadly visible expanse of open landscape when viewed from any public road or public place and in the case of proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, equestrian and other means of access; and
- 55. In regards to the potential adverse effects on the openness of the landscape, the proposed development is located within a broadly visible expanse of open landscape when viewed from the Meg Hut Track, but will occupy a minor elevated portion of the southern end of the western plateau, a plateau that extends north from the site over existing residential development and the MCSZ.
- 56. The proposed development will have very low to negligible visibility when viewed from the northern end of Cardrona Valley Road, (Location H, refer Attachment J). The minor portion of the proposed development that may be viewed from the northern end of Cardrona Valley Rd (location H), will appear within a small valley glimpse view. Any potential adverse effect on the openness of the wider landscape from this location will be very low to negligible.
- 57. When viewed from the Meg Hut Track, the proposed development is at an approximate distance of 2.3km (Location I, refer Attachment K). From this location, the future dwellings will be perceived as being located within the proposed planting framework. Although the appearance of a development will be broadly visible, the future buildings themselves will be difficult to discern due to the distance, the level of residential density at the southern end of the western plateau, the proposed design controls, and the proposed planting framework.
- 58. From the Meg Hut track, the proposed development occupies a small part of the vista and will not be visually dominant, and only be intermittently visible due to the surrounding topographical

setting, foreground vegetation, and the surrounding mountain ranges, which largely dominates the view. The proposed development is located 250m south of the MCSZ. Upon completion of the development within the MCSZ, this development will change the openness of the landscape of the western plateau overall, to which the proposed development will be only a minor addition to that change. Considering the level of existing shrubland in the area, the potential of the landscape to absorb the proposed development, and the MCSZ (upon completion) changing the level of openness of the western plateau, the adverse effects for this proposed development on such openness of the landscape will be low.

- ii) whether, and the extent to which, the proposed development is likely to adversely affect open space values with respect to the site and surrounding landscape;
- 59. The development occupies approximately 12ha of the sites overall 54ha size. The development will affect the degree of openness of the current site, changing that landscape in part from an open grassland to a combination of grassland, indigenous vegetation and dwellings. Given the location of the site, those views potentially most affected are those of the residents of Gin and Raspberry Lane. However, whilst the openness of the landscape will be modified, the proposed development will occupy a minor part of the southern end of the western plateau. The MCSZ occupies a larger portion on the western plateau and that degree of modification will be significantly larger (refer Attachment L). Taking this into account, the proposed development will have moderate to low adverse effects on the existing open space values as the open space values surrounding this development are still largely maintained.
- iii) whether the proposed development is defined by natural elements such as topography and/or vegetation which may contain any adverse effects associated with the development.
- 60. The layout of the proposed development is contour responsive and is defined by natural valleys, hummocky terrain, and minor ridges across the site which have determined the placement of the roads, planting and proposed RBPs. Proposed earthworks are sympathetic to these site characteristics and orientate the proposed roadways to 'run with' the natural topography. The proposed vegetation largely extends the pattern of existing vegetation found on the lower elevations, blending with the proposed vegetation and will not have an adverse effect on the natural ecology and landform in the area. Rather, it will enhance ecological values and minimise any potential adverse effects. The proposed fencing surrounding Pong's Creek allows the existing vegetation within the creek margins to naturally regenerate by preventing stock from entering the area and damaging the ecology any further.
- 61. Overall, whilst the open space values will change, that change is of a low degree. This ensures that the development blends into the surrounding natural character of the western plateau, taking the MCSZ into consideration and surrounding Cardrona area.
  - c) Cumulative Effects on Landscape Values.

In considering whether there are likely to be any adverse cumulative effects as a result of the proposed development, the following matters shall be taken into account:

- i) whether, and to what extent, the proposed development will result in the introduction of elements which are inconsistent with the natural character of the site and surrounding landscape;
- 62. The proposed development is unique in its organic layout, separate in character from other developments in the immediate vicinity and that of the Cardrona Village residential areas. The site itself does not contain any dwellings. The wider surrounding landscape however does include existing and extensive proposed residential development aside from the existing dwelling on the

title which is visually and physically separated from the proposed development. In the context of the site itself the introduction of dwellings would be inconsistent with the natural character. However this assessment cannot be undertaken in isolation. The proposed development will occupy 12 ha (refer Attachment C) of the 54 ha subject site. To that end, the proposed development will introduce elements that are inconsistent with the natural character of the immediate site, however, within the context of the wider surrounding landscape this development is a low density bookend development with high landscape values.

- ii) whether the elements identified in (i) above will further compromise the existing natural character of the landscape either visually or ecologically by exacerbating existing and potential adverse effects;
- 63. The proposed development represents an opportunity for the introduction of substantial ecological value and will change the existing natural character but does not compromise the existing character of the landscape. The proposed development has low visibility from surrounding public roads and places. Ecologically, the development proposes a number of methods in order to enhance ecology in Pong's Creek, and across the development site. The proposed planting framework bordering Pong's Creek will serve to enhance current ecologies throughout the creek including the benefits of the proposed 'Pongs Creek Clutha Flathead Preservation Corridor'. The same planting framework incorporating indigenous species, is consistent throughout the development area, enhancing the ecological and landscape amenity values across the site.
- iii) whether existing development and/or land use represents a threshold with respect to the site's ability to absorb further change;
- 64. The proposed development sits at an appropriate elevation, within the lower flanks of a dominant ONL background. Further development, at a different density and possibly without the same ecological values and located at a higher elevation or west/east of this site, may impart an unacceptable level of adverse effect on the wider ONL. To that end, the proposed development, whilst being considered to be appropriate in scale, form, and character to its site, represents a threshold for development. Possibly 2-4 more dwellings may be accommodated within the immediate landscape (subject to similar controls). However further development above that threshold may adversely affect the wider landscape values.
- iv) where development has occurred or there is potential for development to occur (i.e. existing resource consent or zoning), whether further development is likely to lead to further degradation of natural values or inappropriate domestication of the landscape or feature.
- 65. The proposed development has carefully considered both the existing residential development in the vicinity of Gin and Raspberry Lane and the MCSZ to the north. Further development, above and beyond that proposed may lead to further degradation of natural values or inappropriate domestication of the landscape if designed or located inappropriately. That would be assessed at the time of any future consent application.
- 66. Overall, the potential adverse cumulative effects of the proposed development is considered to be low to negligible. This assessment has been based on the following;
  - i. The number of neighbouring dwellings (Five lots on Gin and Raspberry Lane, Four lots on Pringles Creek Rd) in relation to the scale of the proposed development (16 lots).
  - ii. The MCSZ and its relative scale of development upon completion
  - iii. The substantial retention of pastoral grazing and surrounding open landscape.
  - iv. The proposed native revegetation of the landscape.
  - v. The proposed covenants; 'Pongs Creek Clutha Flathead **Preservation Corridor**' and the 'Landscape Protection Zone'.

- vi. The locations of the proposed RBPs, roading and infrastructure within the natural topography.
- vii. The proposed Design Controls to dictate architectural finishes, colours, and materiality of future dwellings which strengthens the overall vision for the area.

#### d) Positive Effects

In considering whether there are any positive effects associated with the proposed development the following matters shall be taken into account:

- i) whether the proposed activity will protect, maintain or enhance any of the ecosystems or features identified in (a)(v) above:
- 67. As mentioned previously, the Clutha Flathead Galaxias are present in Pongs Creek and they have a 'Nationally Critical' threat level. With the proposed fencing of Pongs Creek, and the 'Pongs Creek Clutha Flathead Preservation Corridor' covenant, this ensures that the habitat is protected from stock, and allows the creek corridor to regenerate naturally. The current ecology across the site will be enhanced by the proposed indigenous planting, revegetating the landscape with species that would have been present prior to pastoralism.
- ii) whether the proposed activity provides for the retention and/or reestablishment of native vegetation and their appropriate management;
- 68. The proposed development provides the opportunity to revegetate a substantial area of the landscape and to blend this in with existing ecologies within and surrounding Pongs Creek and the wider alpine environment. The proposed Design Controls (refer Attachment M) list appropriate activities, fencing, and planting specifications for curtilage areas. These controls determine the activities, and planting within each lot's curtilage area, to blend into the native planting framework for consistency across the development, re-establishing native vegetation across the otherwise pastoral landscape.
- whether the proposed development provides an opportunity to protect open space from further development which is inconsistent with preserving a natural open landscape;
- 69. The proposed 'Landscape Protection Zone', and 'Pongs Creek Clutha Flathead Preservation Corridor' will protect future development from occurring in the specified areas (refer Attachment E). This preserves the natural landscape from further development in this area, while the proposed development overall provides for substantial open pasture surrounding the development area to preserve the natural open landscape across the subject site and the wider surrounds.
- whether the proposed development provides an opportunity to remedy or mitigate existing and potential (i.e. structures or development anticipated by existing resource consents) adverse effects by modifying, including mitigation, or removing existing structures or developments; and/or surrendering any existing resource consents;
- 70. As mentioned, the development proposes minor adjustments to the previously consented RBP [RM090876]. The proposed changes to this RBP remedy potential adverse effects on the landscape in respect to earthworks, visibility, and the topographical setting at this location. A summary is as follows:
  - The RBP remains as 1000m<sup>2</sup>
  - The RBP has been rotated approximately 90° clock-wise to orientate the RBP 'along' the slope, rather than against the slope, reducing cut/fill.

- The proposed driveway is orientated to 'run with' the topography, reducing earthwork cut/fill.
- As a result of the above, the RBP has been lowered approximately 2m from an F.F.L of 667.00 to 665.00, further reducing the potential visibility of a future dwelling
- The ridgeline that the RBP is located behind is maintained and more effective from a visibility standpoint.
- Removal of proposed planting as this planting is now unnecessary from a visibility standpoint (see above regarding level of RBP).
- v) the ability to take esplanade reserves to protect the natural character and nature conservation values around the margins of any lake, river, wetland or stream within the subject site;
- 71. Although the width of Pongs and Pringles Creek don't qualify them for esplanade reserves, the proposed Pongs Creek Clutha Flathead Preservation Corridor will enable the protection of the creek and in particular the declining Clutha Flathead Galaxias, a Nationally Critical endangered galaxids. The corridor will be fully fenced to prevent stock from roaming in this area, which will enable the ecology to naturally regenerate.
- vi) the use of restrictive covenants, easements, consent notices or other legal instruments otherwise necessary to realise those positive effects referred to in (i) (v) above and/or to ensure that the potential for future effects, particularly cumulative effects, are avoided.
- 72. The development proposes two covenants, these are:
  - i. Pongs Creek Clutha Flathead Corridor which prevents stock from degrading Pongs Creek further, allowing the area to naturally recover and blend into the proposed native framework, restoring native ecologies to the area, and protecting the declining Clutha Flathead Galaxias (refer Attachment E).
  - ii. Landscape Protection Zone which prevents further subdivision of open land between the residential dwellings located on Gin and Raspberry Lane, and the proposed development, maintaining the openness of rural character to the area to avoid over domestication (refer Attachment E).
- 73. Overall, the proposed development has a significant level of positive effects.

## ASSESSMENT MATTERS: PROPOSED DISTRICT PLAN

STAGE 2: CHAPTER 21 RURAL (21.7) (as notified)

Assessment Matter	Landscape Assessment
21.21.1.2 Existing vegetation that:	
a. was either planted after, or, self-seeded and less than 1 metre in height at 28 September 2002; and,	

b. obstructs or substantially interferes with views of the proposed development from roads or other public places, shall not be considered:

as beneficial under any of the following assessment matters unless the Council considers the vegetation (or some of it) is appropriate for the location in the context of the proposed development;

ii. as part of the permitted baseline.

No existing trees or vegetation are to be utilised for mitigation / screening purposes. Existing trees are in fact to be removed.

### 21.21.1.3 Effects on Landscape Quality and Character

In considering whether the proposed development will maintain or enhance the quality and character of Outstanding Natural Features and Landscapes, the Council shall be satisfied of the extent to which the proposed development will affect landscape quality and character, taking into account the following elements:

## a. Physical attributes:

- i) Geological, topographical, geographic elements in the context of whether these formative processes have a profound influence on landscape character;
- ii) Vegetation (exotic and indigenous);
- iii) The presence of waterbodies including lakes, rivers, streams, wetlands.

The proposed development is located within existing topography and responds to that topography.

The proposed planting extends and accentuates the remnant indigenous species that exist on site and includes species that that would have covered the majority of this area prior to pastoralism.

The proposed development also acknowledges the importance of Pongs Creek for enhancement opportunities protects. By forming the 'Pongs Creek Clutha Flathead Preservation Corridor', and undertaking riparian planting and fencing to prevent stock entering the creek margins. These proposals will enhance the physical attributes of the site. Overall the adverse effects on the landscape quality and character will be low to negligible.

#### b. Visual attributes:

- Legibility or expressiveness how obviously the feature or landscape demonstrates its formative processes;
- ii) Aesthetic values including memorability and naturalness;
- Transient values including values at certain times of the day or year;
- iv) Human influence and management settlements, land management patterns, buildings, roads.

The proposed development occupies a small area on the southern end of the greater western plateau on rising land that extends to Mt Cardrona and the adjacent ranges. The surrounding ONL has similar attributes to the subject site with shrubland vegetation scattered across hummocky landforms. The development overall has low visibility by being nestled into valley forms, and when viewed from a distance, occupies a small portion of the wider ONL within those view frames. The proposed development will only be discernible within a significantly wider contiguous landscape from limited viewpoints most of which are at a distance.

Given the relatively small scale of the proposal, the wider transient values will not be affected. Any adverse effects on transient values will be restricted to the immediate site only.

The level of human influence / settlements / management patterns on the wider landscape is influenced by both existing residential patterns and the 480 dwellings / golf course etc. to the north of the site being part of the MCSZ. These patterns, at completion will modify the existing settlement patterns to a semi-urban alpine village form, with the proposed development

occupying a small area in comparison to the built and consented development. To that end, the wider landscape values will remain c. Appreciation and cultural attributes: Two historic water race passes through the site, The Cardrona Company Race, and Littles Water Race. These are significantly damaged due to past and current pastoral activity. There are also Whether the elements identified in (a) and (b) are eroded and poorly defined alluvial gold mining features in the shared and recognised: Cultural and spiritual values for tangata whenua; landscape either side of Pongs Creek (refer to the iii) Historical and heritage associations. Archaeological Assessment from Origin). Some of these features are located in the 'Landscape Protection Zone'. The The Council acknowledges that Tangata Whenua beliefs proposed development does not impact these historic races in an and values for a specific location may not be known without adverse way. input from iwi. There are no areas throughout the subject site that hold cultural and spiritual values for tangata whenua. There are no wahi tapu mapping notation over the site. d. In the context of (a) to (c) above, the degree to which the The proposed development will change the landscape character of the immediate site from rolling pastoral land to a developed proposed development will affect the existing landscape quality and character, including whether the proposed rural residential enclave. However, the landscape values of that 'enclave' will be enhanced by way of the significant indigenous development accords with or degrades landscape quality planting and that planting that 'wraps' and contains the dwellings, and character, and to what degree. forming a contiguous pallete of design controlled dwellings within the indigenous plantings. To that end, the scale of plantings will enhance landscape quality and character Overall the effect on the existing landscape quality and character is considered to be low to moderate within the site and low in the wider site. e. any proposed new boundaries will not give rise to The new lot boundaries formed by the proposed development will artificial or unnatural lines (such as planting and fence not be distinguishable in the development and will be visually 'lost' within the proposed indigenous planting framework for the lines) or otherwise degrade the landscape character. majority of the lots which, follow the natural undulations of the landscape. Planting from future owners are restricted to the same plant species and are to be planted within their respective curtilage areas. Planting is to be mixed in order to be visually consistent with the surrounding planting framework. Where lot boundaries are positioned outside of the indigenous planting framework (Lots 1, and 16) those boundaries have been kept off ridgelines, and follow the natural topography and landscape patterns to minimise potential adverse effects. 21.7.1.4 Effects on Visual Amenity In considering whether the potential visibility of the proposed development will maintain and enhance visual amenity, values the Council shall be satisfied that: a. the extent to which the proposed development will not be Covered in previous discussions in this report. visible or will be reasonably difficult to see when viewed from public roads and other public places. In the case of

proposed development in the vicinity of unformed legal roads, the Council shall also consider present use and the practicalities and likelihood of potential use of unformed legal roads for vehicular and/or pedestrian, cycling, equestrian and other means of access;

(Note: Attachment F indicates locations where photographs have been taken Location photographs are shown on; **Attachment's G, H, I, J and K)**.

#### PRINGLES CREEK RD VIEWS

• The proposed development is potentially most visible from Pringles Creek Rd views. The closest dwelling is approximately 390m away from Pringles Creek Rd. The proposed development will occupy a portion of that hummocky landscape within the lower elevations of a landscape that continues to rise towards Mt Cardrona in the distance (refer Attachment I). Whilst the development will be visible, it will contrast in form and colour to the existing pattern of residential development on Gin and Raspberry Lane and all other residential development within the lower valley and the Cardrona Village. The combination of planting and design controls will assist in visually absorbing the development into this landscape. Whilst it will be visible, it will be visually unique in its form. The scale of indigenous plantings proposed is unique and will aid in the absorption of future dwellings being absorbed into the landscape.

## CARDRONA VALLEY RD VIEWS (north of village, Location G, H, I on Attachments J, and K)

- When approaching the Cardrona Village from the north, there will be limited and intermittent minor glimpse views of the proposed development, at considerable distance. These views are described on Attachments J & K in Photograph locations H & I. From both of those viewpoints future development of the MCSZ occupies the immediate foreground. At no point from these Cardrona Valley Road views will all dwellings on this site be visible. In general the bulk of the lower lots will be either screened by development within the MCSZ or by landform.
- In general, the proposed development occupies a minor part of a wide panoramic vista which extends to the ridgetops on both sides of the Cardrona Valley in these views. Those views extend from approximately 2 kilometres at point G on Attachment F up to 4.5km on point I on the same Attachment. From those distances, dwellings will be barely discernible and the development will be perceived as a minor dark pattern extending slightly above the MCSZ in the foreground. These dwellings will occupy a small window of view that is largely dominated by the foreground landscape, topography, vegetation, farm land, and the wider context of the valley. As part of the proposed development, future dwellings will be recessive in colour, texture, materiality as outlined within the design controls (refer Attachment M), and blend into the proposed planting scheme (refer Attachment B).

MEG HUT TRACK VIEWS

- The view from the Meg Hut Track is extensive, looking west across a wide open plateau with the ski-field access road climbing to Mt Cardrona (refer Attachment K, Location J). From this view, the existing dwellings along Gin and Raspberry Lane are minor dots within a full high country panorama. The most visible change to this landscape will be the development of the MCSZ which, at full development, still occupies a relatively small portion of that vista.
- The proposed development will be potentially visible for approximately 535m of the Meg Hut Track (refer Attachment F). Development of the site will be intermittently visible from the track and, given the distance (approximately 2.3 km), relatively difficult to discern.
- The neighbouring MCSZ is highly visible and encompasses a large portion of the western plateau (refer Attachment K). Existing residential dwellings on Gin and Raspberry Lane are also visible from this location. Taking into account the recessive nature of the development and the relatively small scale of dwelling footprint compared to planting, future dwellings within the proposed development area will be will be difficult to perceive.
- Along the same 535m stretch, the visibility of future dwellings in proposed lots 4, 6, and 10-16 will be intermittent and difficult to perceive due to the foreground vegetation from the Meg Hut Track to the site, the surrounding topographical setting, the direction and orientation of the track, and the distance to the development area being approximately 2.3km.
- Overall, all future dwellings will have very low to negligible adverse effects when viewed from the Meg Hut Track predominantly due to the approximate distances to the proposed lots, and the scale of planting in conjunction with visually recessive structure. In short, the proposed development will occupy a small elevated portion at the southern end of the western plateau mountain ranges, just south of existing dwellings and the MCSZ.

#### MT CARDRONA SPECIAL ZONE VIEWS

 The proposed development will be visible as a distant backdrop from dwellings, roads, and reserves within the MCSZ. These views will be experienced within an urban context and, whilst the proposed development will be visible, it will be at a distance of approximately 450m between the southern boundary of the MCSZ and approximately 900m from the centre of the MCSZ. All views from the zone are panoramic with the proposed development occupying a minor part of that panorama.

In summary the visibility of the proposed development from public places is relatively low.

b. the proposed development will not be visually prominent such that it detracts from public or private views of and within Outstanding Natural Features and Landscapes;	The proposed development will be visually absorbed into the landscape and does not detract from views within the surrounding ONL landscape.  The development will not be visually prominent. This is covered in previous visibility discussions in this report.	
c. the proposal will be appropriately screened or hidden from view by elements that are in keeping with the character of the landscape;	This proposed planting is keeping with the character of the site and surrounding ONL as described previously in this report. Dwellings will be partially screened from local views along Gin and Raspberry Lane and Pringles Creek Rd and fully screened from middle ground and distant views by consented (zoned) development and existing geomorphological features and topography.	
d. the proposed development will not reduce the visual amenity values of the wider landscape (not just the immediate landscape);	Refer to previous discussions in this report in regards to limited visibility and existing but undeveloped zoned land immediately north of the proposed development.	
e. structures will not be located where they will break the line and form of any ridges, hills and slopes;	No structures will break the line and form of any ridges, hills and slopes.	
f. any roads, access, lighting, earthworks and landscaping will not reduce the visual amenity of the landscape.	Refer to previous discussion in this report in regards to the form and character of the development.  Within the proposed design controls, lighting is restricted to down lighting only to preserve the night sky with no street lighting being proposed also. Landscaping / planting will be visually consistent with the indigenous planting framework undertaken by the developer, as such, the landscape section within the design controls dictates what activities and landscaping can occur. This is restricted to curtilage areas only to ensure that there is no reduction of visual amenity of the landscape.	
21.7.1.5 Design and density of Development  In considering the appropriateness of the design and density of the proposed development, whether and to what extent:		
a. opportunity has been taken to aggregate built development to utilise common access ways including roads, pedestrian linkages, services and open space (i.e. open space held in one title whether jointly or otherwise);	The proposed development utilises a single existing right of way easement to access the main development area. Lot 16 also uses this right of way easement before entering the site via the proposed driveway. The surrounding pastoral land is to be held in one title under the existing dwelling.	
b. there is merit in clustering the proposed building(s) or building platform(s) within areas that are least sensitive to change;	The proposed development clusters lots and their RBPs in response to the natural topography of the site.  Lots 2 – 6, 'The Valley Cluster', is the eastern cluster of residential lots in the development area. These lots have been positioned	

	behind a small eastern ridge nestled into a small valley (refer Attachment C).
	Lots 7 – 9, 'The Creek Cluster', lines the lower tail of Pongs Creek before it reaches Lot 1. These lots are bound by Pongs Creek and will be heavily vegetated to encourage the existing ecology to grow throughout the development area (refer Attachment C).
	Lots 10 – 15, 'The Hill Cluster', is positioned on the upper slopes of the development area. Ranging from datum levels between 601 – 630 MASL. Each lot has a 'standalone feel' to it as each neighbouring lot are at varying heights either below or above one another (refer Attachment C).
c. development, including access, is located within the parts of the site where it would be least visible from public and private locations;	The proposed development is located within the upper western plateau area, generally screened by way of landform from wider public views. Although it will be visible from restricted locations, those views are glimpse views only, aside from the Meg Track view which is at distance and already contains, the Cardrona Village, exiting residential development on the upper plateau, and the 480 lot MCSZ future development.
d. development, including access, is located in the parts of the site where it has the least impact on landscape character.	Refer previous discussion in this report.
21.7.1.6 Cumulative effects of subdivision and developm	ent on the landscape
Taking into account whether and to what extent existing, consented or permitted development (including unimplemented existing resource consent or zoning) may already have degraded:	
a. the landscape quality or character; or,	Refer previous discussion in this report.
b. the visual amenity values of the landscape.	Refer previous discussion in this report.
The Council shall be satisfied the proposed development, in combination with these factors will not further adversely affect the landscape quality, character, or visual amenity values.	In considering the above, and the reasons given throughout this report, the proposed development will not further adversely affect the landscape quality, character, or visual amenity values of the immediate and wider landscape.

## CONCLUSION

74. Taking all the above into account, it is acknowledged that the development proposed in this application is being located on rural land in an ONL landscape and the threshold for the protection

of landscape values is high. The principal attributes in favour of this development, in this landscape, include the following:

- The development is innovative, in its form, design controls and scale of proposed planting.
- There is substantial existing and proposed (zoned) residential development in the landscape to the immediate south and north of the site. Whilst this does not negate all potential levels of adverse effect it does influence and modifies the natural values of the surrounding landscape, enabling the extension of well-designed built form to be undertaken without decreasing landscape values.
- The development will be reasonably difficult to see. From the principle viewpoints, being the Cardona Valley Road and the Cardrona Village, viewers will be largely unaware of its existence. From The Meg Hut Track the development will be visible however the effects will be low for the reasons in this report.



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## LANDSCAPE DRAWINGS FOR RESOURCE CONSENT

**FEBRUARY 2020** 

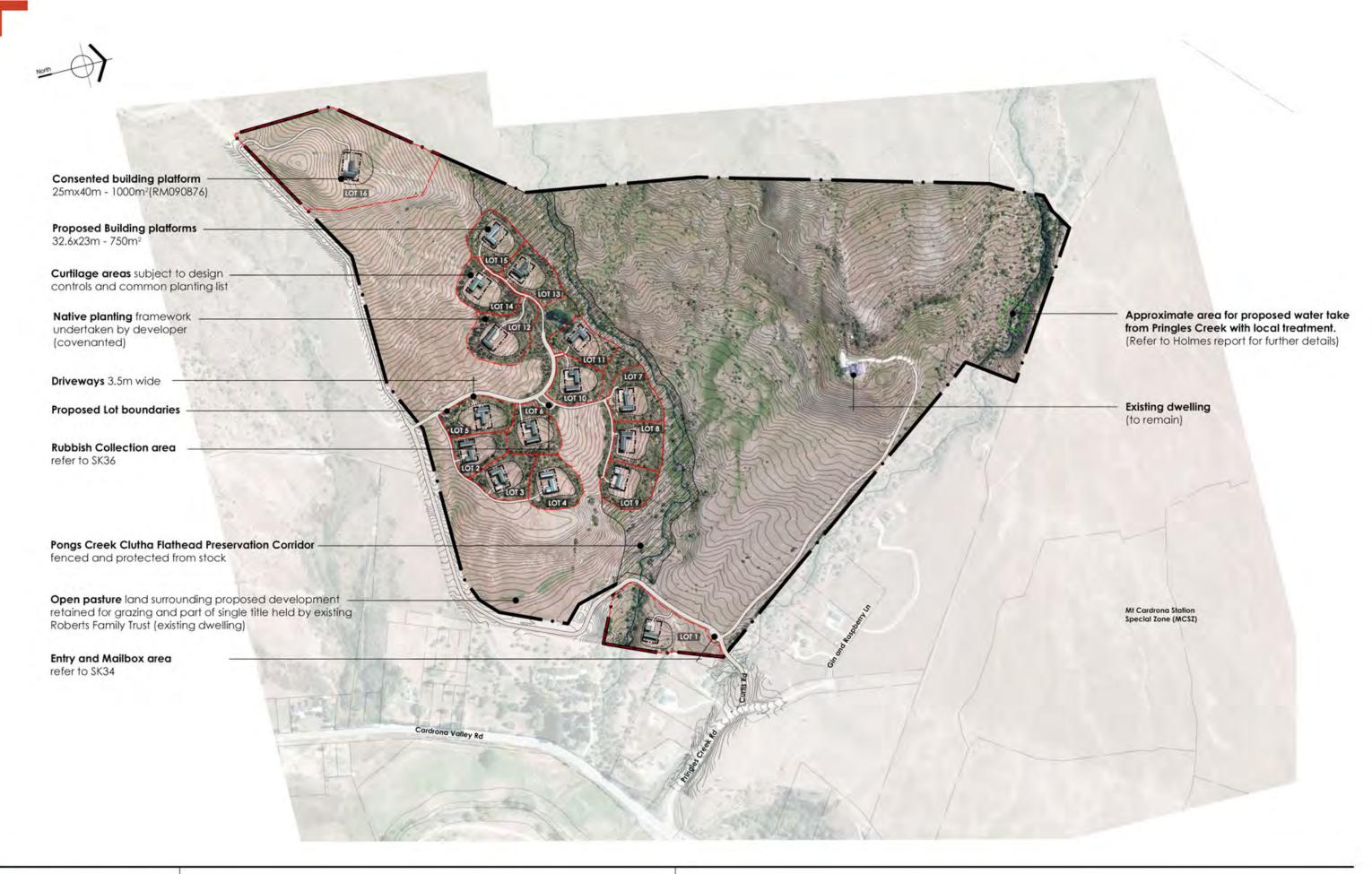
- + 2738-SK24 CONCEPT MASTERPLAN
- + 2738-SK25 PLANTING PALETTE
- + 2738-SK26 LOT SCHEDULE
- + 2738-SK27 CONTOUR PLAN
- + 2738-SK28 PROTECTION ZONES
- + 2738-SK29 LOCATION PLAN
- + 2738-SK09 PHOTOGRAPHIC STUDY A AND B
- + 2738-SK10 PHOTOGRAPHIC STUDY C AND D
- + 2738-SK30 PHOTOGRAPHIC STUDY E AND F
- + 2738-SK31 PHOTOGRAPHIC STUDY G AND H
- + 2738-SK32 PHOTOGRAPHIC STUDY I AND J + 2738-SK33 - MCSSZ COMPARISON
- + 2738-SK34 MAILBOX AREA
- + 2738-SK35 MAILBOX ELEVATION
- + 2738-SK36 RUBBISH COLLECTION AREA



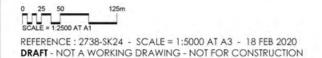




Document Set ID: 6467059 Version: 1, Version Date: 20/03/2020







BAXTER DESIGN
LANDSCAPE ASSESSMENT
ATTACHMENT A

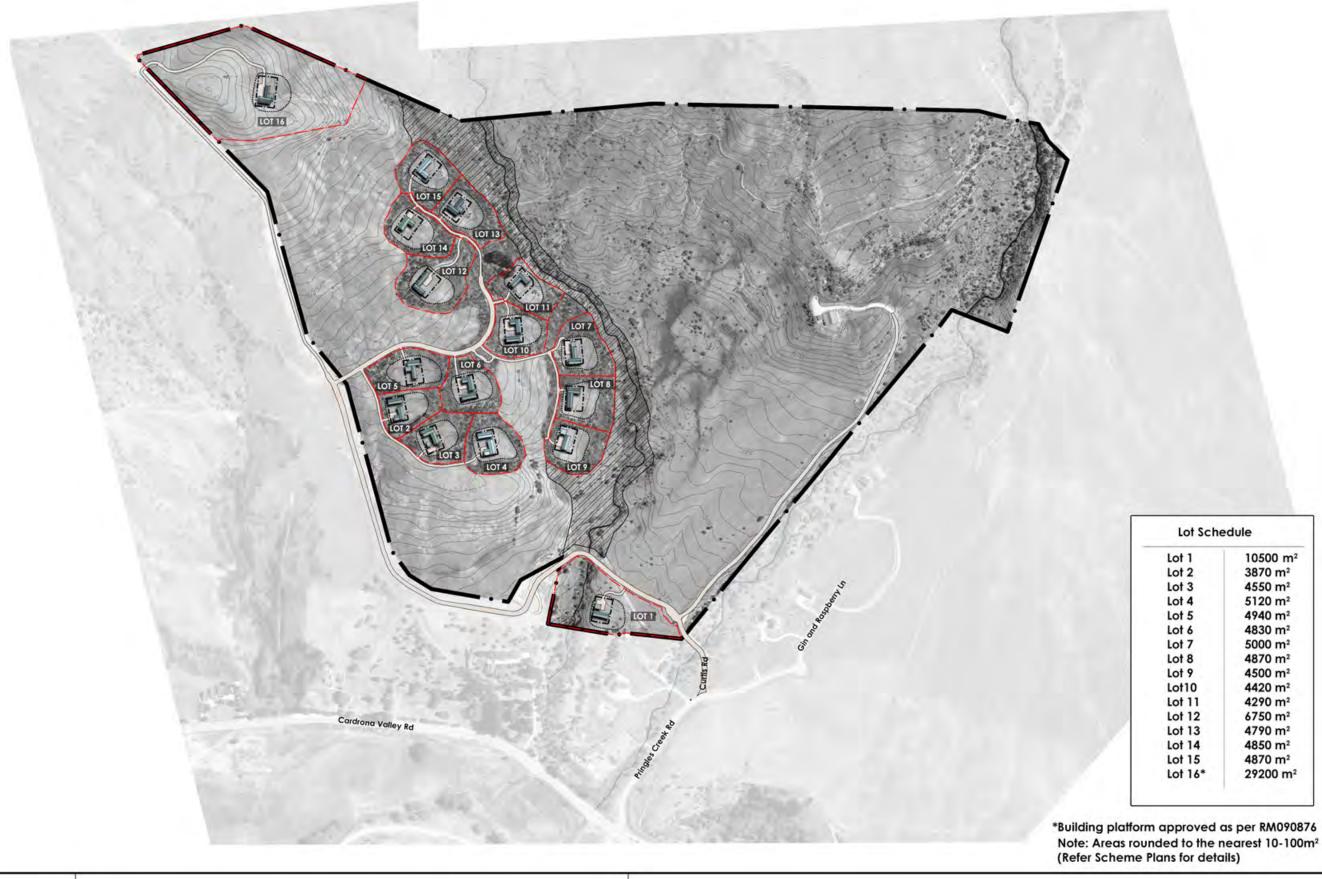






DRAFT - NOT A WORKING DRAWING - NOT FOR CONSTRUCTION



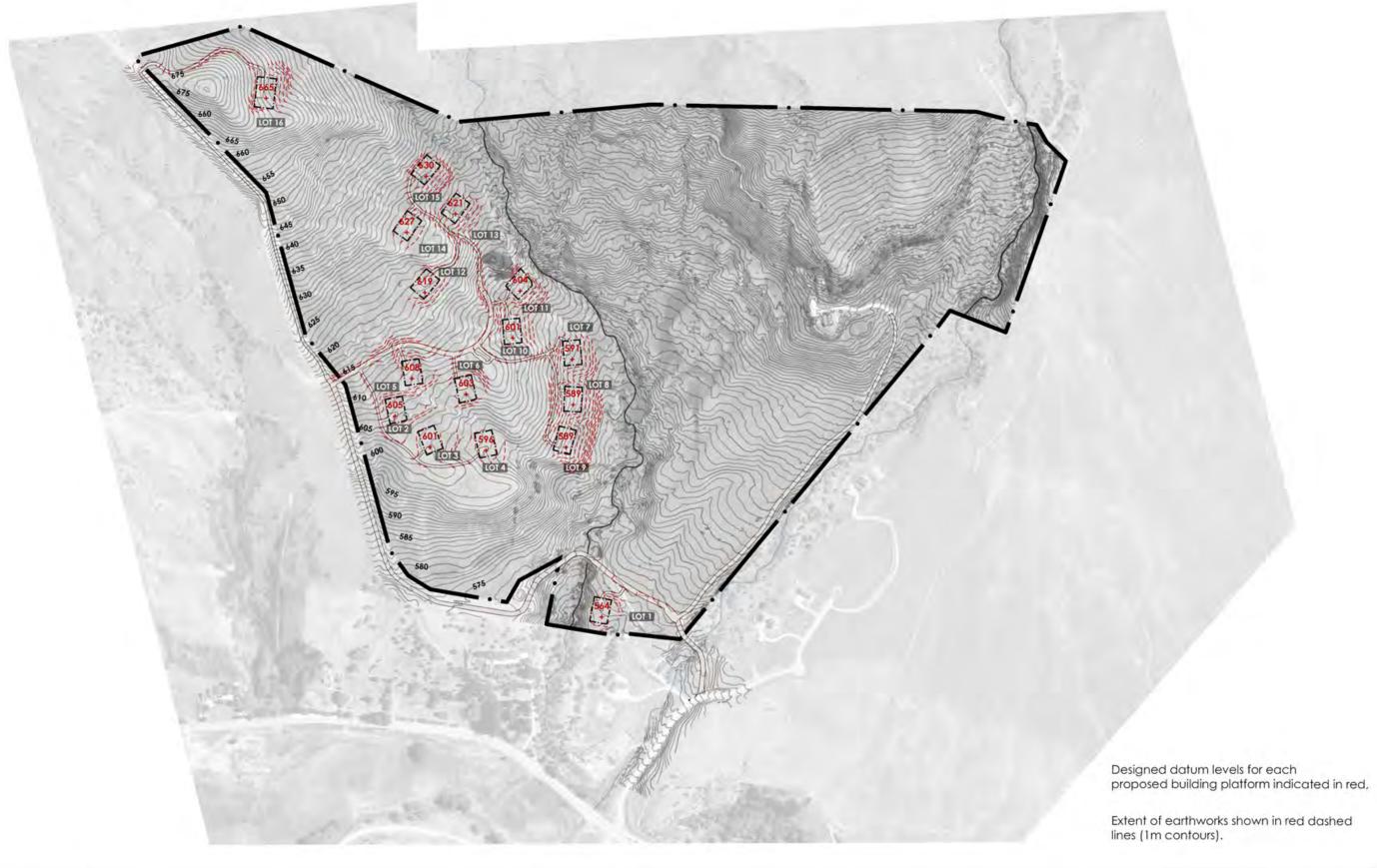






BAXTER DESIGN LANDSCAPE ASSESSMENT ATTACHMENT C







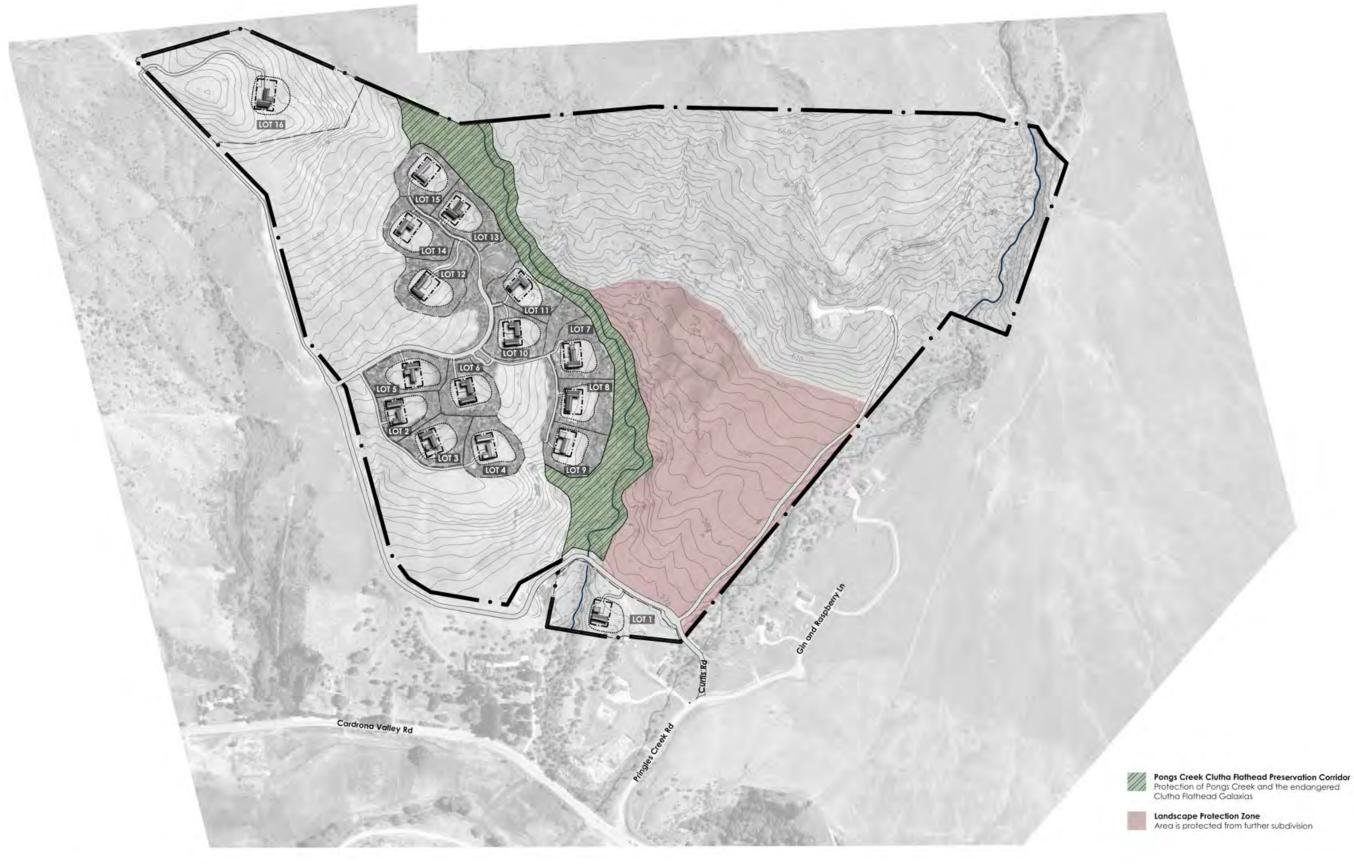


BAXTER DESIGN
LANDSCAPE ASSESSMENT

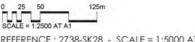
ATTACHMENT D

MCDOUGALL'S BLOCK PROJECT | ROBERTS FAMILY TRUST
CONTOUR PLAN





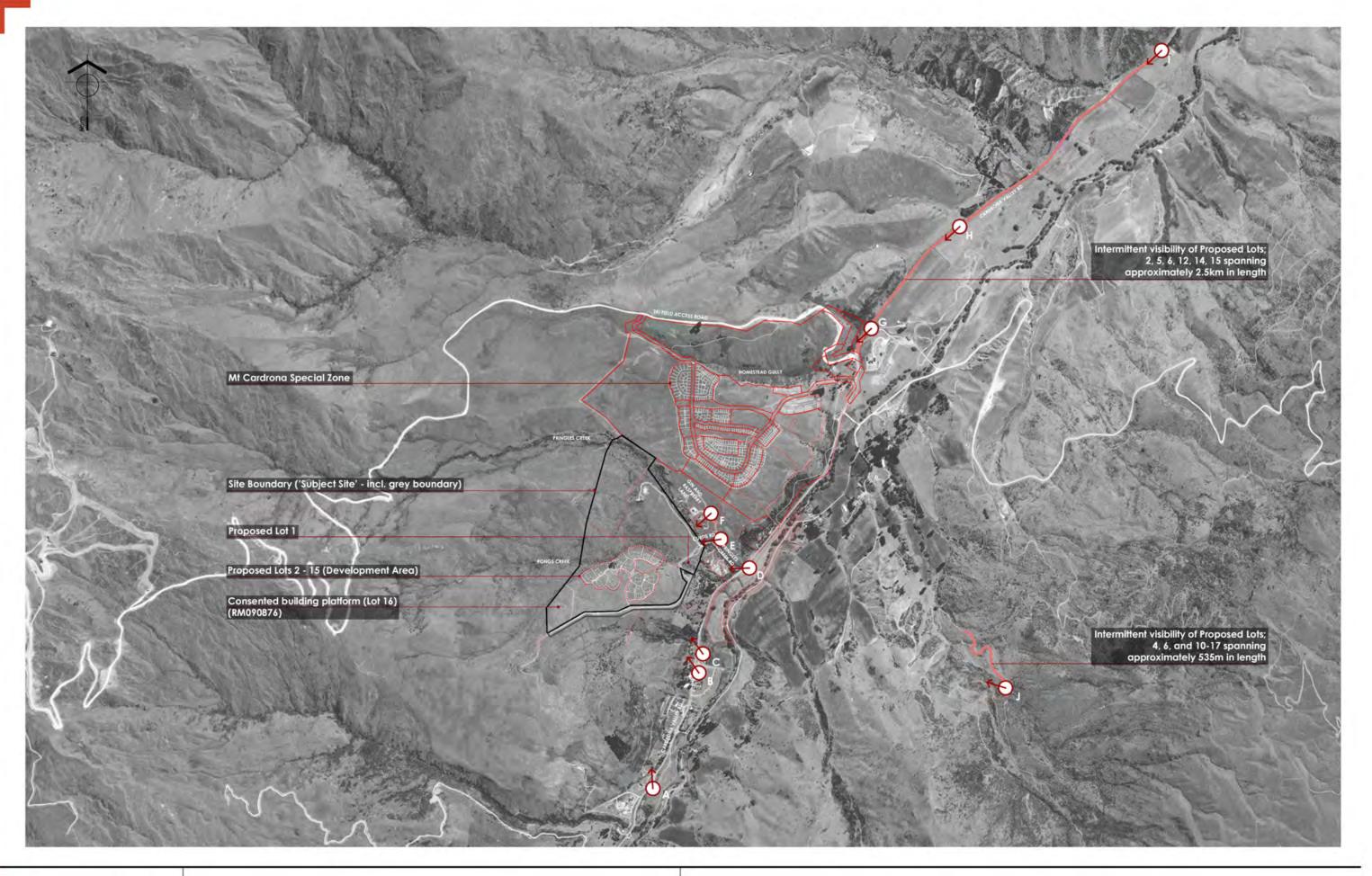




REFERENCE: 2738-SK28 - SCALE = 1:5000 AT A3 - 18 FEB 2020 **DRAFT** - NOT A WORKING DRAWING - NOT FOR CONSTRUCTION BAXTER DESIGN
LANDSCAPE ASSESSMENT

ATTACHMENT E

MCDOUGALL'S BLOCK PROJECT | ROBERTS FAMILY TRUST PROTECTION ZONES









Location A - View from Cardrona Valley Road approximately 1.5km away from Gin and Raspberry Lane residential dwellings



Location B - View from Cardrona Hotel open parking area towards the western escarpment

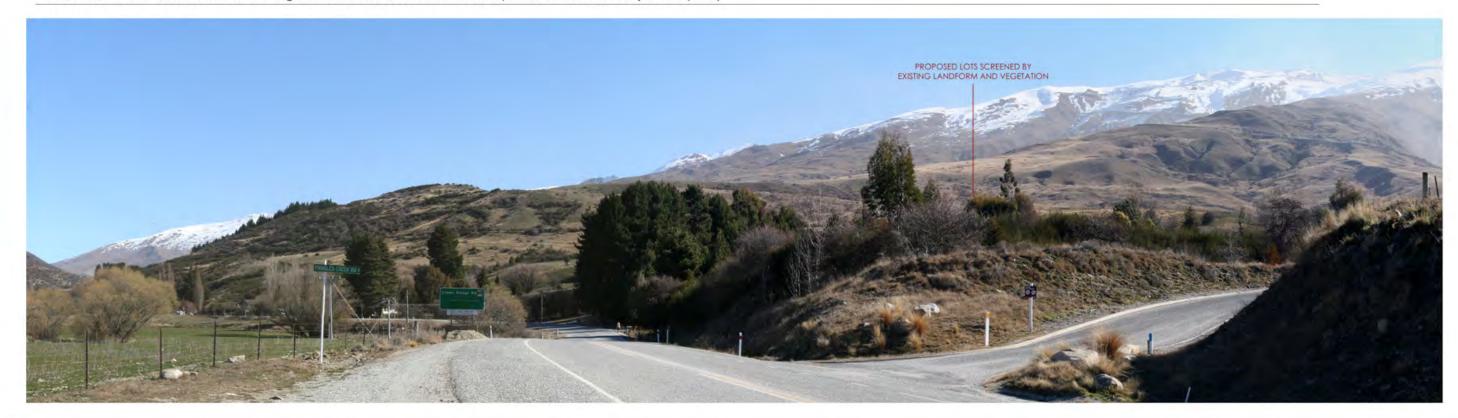




BAXTER DESIGN
LANDSCAPE ASSESSMENT
ATTACHMENT G



Location D - View from the corner of Pringles Creek Road and Cardrona Valley Road towards the subject site (west)





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LANDSCAPE ASSESSMENT

ATTACHMENT H