

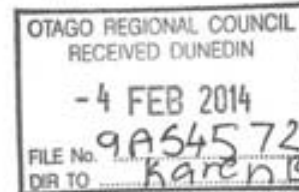
31 January 2014



The Consents Manager
Otago Regional Council
Cnr Shotover and Camp St's
QUEENSTOWN



Attention: Colin Walker



Dear Colin

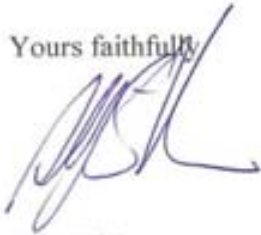
Lakes Marina Projects Limited (LMPL) wish to apply for consent for the establishment of a marina, at the site which has been set aside for this purpose at Frankton Marina Reserve, situated at Sugar Lane, Frankton; Queenstown. LMPL was specifically formed to establish a marina within this area after being appointed as the preferred developer of the Frankton Marina in accordance with the Queenstown Lakes District Council (QLDC) Development Brief and the Preliminary Design that was originally presented to Council in 2012.

The mission statement for the project is to develop and operate a world class marina in Queenstown that will enhance the region's economic performance and allow for higher quality and safer lake access for both visitors and residents alike. The design for the new marina has been prepared to achieve this objective.

The proposal requires a land use consent from the Queenstown Lakes District Council and land use consent and discharge permits from the Otago Regional Council. The attached application covers both these aspects. A copy of the application has been lodged with both authorities. It is anticipated that the District Council and Regional Council will notify and decide the application jointly. It is requested that this application be publicly notified in accordance with section 95A(2)(b) of the Resource Management Act. I have arranged for the \$5000 application fee to be paid by electronic transfer into the ORC (Customer Code D000, Invoice RCmarina).

Please do not hesitate to contact me if you have any queries regarding the application.

Yours faithfully



Alan Kirker

Lakes Marina Projects Limited



Address for service: **Lakes Marina Projects Limited**
Attention: Alan Kirker
P O Box 1380
QUEENSTOWN 9348

Telephone: 03 441 3336
0274 345 555

Email: safeashouses@xtra.co.nz
And
Iraj.Barabi@essai.com

Attachments:

- [A] ASSESSMENT OF EFFECTS ON THE ENVIRONMENT
- [B] COPY OF CERTIFICATES OF TITLE, CONSENT NOTICES, COVENANTS AND ENCUMBRANCES
- [C] SITE AND PROPOSED SUBDIVISION PLANS
- [D] LIST OF REPORTS PREPARED FOR RM070524 CONSENT
- [E] PLANS OF THE MARINA INCLUDING PROPOSED BUILDINGS AND CARPARK PLANS
- [F] EARTHWORKS PLANS
- [G] LANDSCAPE LAYOUT PLAN
- [H] LANDSCAPE AND VISUAL EFFECTS ASSESSMENT REPORT

- [I] EXAMPLES OF PROPOSED JETTY LIGHTING
- [J] ENGINEERING REPORTS
- [K] POWER AND TELECOM CONFIRMATION
- [L] CONTAMINATED SITE AND NATURAL HAZARDS INFORMATION
- [M] TRAFFIC ASSESSMENT REPORT
- [N] ASSESSMENT OF ENVIRONMENTAL NOISE EFFECTS REPORT
- [O] FUEL SUPPLY REPORT



1 Resource Consent Application



OTAGO REGIONAL COUNCIL
RECEIVED QUEENSTOWN
31 JAN 2014
FILE No.
DIR TO

This application is made under Section 88 of the Resource Management Act 1991.

(For Office Use Only)

Deposit Paid: \$ 5000.

Charges/Deposits

A deposit must accompany the application (see page 7 for amounts). The applicant will be invoiced for all costs incurred in processing this application that exceed the deposit.

Please note that Council cannot accept electronic lodgement of applications at this time.

Please complete the application in pen. For questions marked with an * you will find notes on page 4

1. *Applicant(s) Details

Applicant(s) name(s) in full: Lakes Marina Projects Limited.

OR Company Name (in full) _____

OR Names of Trustees (in full) if Applicant is a Trust _____

or Name of Incorporation _____

Postal Address Attention: Alan Kirker
P O Box 1380
Queenstown Post Code 9348

Street Address (not a P O box number) _____
Post Code _____

Phone Number Business (03) 441 3336 Private _____
Mobile 0274 345 555 Fax _____

Email Address safeashouses@xtra.co.nz, please cc
iraj.barabi@essai.com in on all correspondence.

2. Consultant/Contact Details (if not applicant)

Name of Consultant/ Contact Person: Alan Kirker

Postal Address As above.
Post Code _____

Phone Number Business _____ Private _____
Mobile _____ Fax _____

Email Address _____

3. a) *Are there any current or expired resource consents relating to this proposal?

Yes No

If yes, give Consent Number(s) and Description: QLDC Resource Consent RMO70542 to develop Frankton Marina.

b) Has there been a previous application for this activity that was returned as incomplete?

Yes No

If yes, give Consent Number(s) and Description: _____

c) Have you a pre-application lodged with Council for this activity?

Yes No

If yes, give pre-application Number(s) and Description: _____

d) Have you spoken to a Council staff member about this application prior to lodging this application?

Yes No Although Colin Walker has been consulted.
If yes, please state name of staff member consulted.

4. The applicant is (tick one): owner leasee prospective purchaser of the land on which the activity occurs.

5. *Who is the owner of the land on which the activity occurs/is to occur? (only complete if applicant is not the landowner)

Name of landowner: QLDC and the Crown (LINZ)
Postal Address Attached to the application.
Post Code _____
Phone Number Business _____ Private _____
Mobile _____ Fax _____
Email Address _____

6. *Who is the occupier of the land on which the activity occurs/is to occur? (only complete if the applicant is not the land occupier)

Name of land occupier —
Postal Address _____
Post Code _____
Phone Number Business _____ Private _____
Mobile _____ Fax _____
Email Address _____

7. *Who leases the land on which the activity occurs/is to occur? (only complete if land is leased and it is not leased to the applicant)

Name of land leasee _____

Postal Address _____

Post Code _____

Phone Number

Business _____

Private _____

Mobile _____

Fax _____

Email Address _____

8. Tick the consents required in relation to this proposal:

Water

- Take Surface Water Divert
 Take Groundwater Dam

Discharge onto or into:

- Land Water Air

Land Use:

- Bore construction Bore alteration
 Activities in or on beds of lakes or rivers or floodbanks
 Disturbance of contaminated land

Coastal:

- Activities in the coastal marine area (i.e., below mean high water spring tide)?

Where you have indicated that a consent is required, you must complete the appropriate Application Form before your application can be processed. Application Forms can be found on the Council's website: www.orc.govt.nz.

9. What is the maximum term of consent you are seeking? 35 years

10. Territorial Local Authority in which activity is situated?

- Dunedin City Council Queenstown Lakes District Council
 Clutha District Council Waitaki District Council
 Central Otago District Council

11. Do you require any other resource consent from any local authority for this activity?

- Yes No

If Yes, please list: Landuse and subdivision consent from QLDC

Have these consents been applied for/issued? Yes No

If Yes, please give the date applied for or issued: 31/1/2014.

Notes on Application Form Details

1. Applicant(s) Details

A resource consent can only be held by a legal organisation or fully named individual(s). A legal organisation includes a limited company, incorporated group or registered trust. If the application is for a trust the full names of all trustees are required. If the application is not for a limited company, incorporated group or trust, then you must use fully named individual(s).

2. Consultant/Contact Details

If you are using a consultant/agent for this application put their details here. If you are not, leave question 2 blank.

3. Previous Consent

Do you currently have a resource consent to do the activity that you are applying to renew with this application? If so, please enter the permit number if known and a brief description including the date of issue and the expiry date.

5-7. Landowner, occupier and leasee

If you are not the landowner, land occupier or leasee of the land where the activity will be undertaken, you may be required to obtain their unconditional written approval to your application. On pg 6 there is a form that can be used.

11. Additional Consents

If you are carrying out earthworks or building work you may need other consents from either the ORC or your Territorial Local Authority.

Declaration

Before signing the declaration below, in order to provide a complete application have you remembered to:

Fully completed this Form 1 and the necessary Application Forms

Attached the required deposit. (see pg 8 for amounts)
Cheques payable to Otago Regional Council

Please note: your deposit may not cover the entire cost of processing your application. At the end of the application process you will be invoiced for any costs that exceed the deposit. Interim invoices may be sent out for applications, where appropriate.

If the required deposit does not accompany your application, staff will contact you on the number provided on this form to request payment and after 3 working days your application will returned if no further payment is made for the required deposit.

I/we hereby certify that to the best of my/our knowledge and belief, the information given in this application is true and correct.

I/we undertake to pay all actual and reasonable application processing costs incurred by the Otago Regional Council.

Name/s ALAN KIRKOR
(BLOCK CAPITALS)

Signature/s 
(or person authorised to sign on behalf of applicant)

Designation DIRECTOR
(e.g., owner, manager, consultant)

Date 31-1-14

Otago Regional Council Postal Address: 70 Stafford St, Private Bag 1954, Dunedin 9054

[A] ASSESSMENT OF EFFECTS ON THE ENVIRONMENT



LAKES MARINA PROJECT
ASSESSMENT OF EFFECTS ON THE ENVIRONMENT
31st JANUARY 2014

vivian+espie
resource management and landscape planning

Vivian + Espie Limited Resource Management and Landscape Planning
PO Box 9300 Queenstown
Physical Address Unit 15 70 Glenda Drive Frankton Queenstown
Tel +64 3 441 4189 Fax +64 3 441 4190 Web www.vivianespie.co.nz

ASSESSMENT OF EFFECTS ON THE ENVIRONMENT LAKES MARINA PROJECTS LIMITED

This Assessment of Effects on the Environment accompanies an application for resource consent under sections 13 to 15 and 88 of the Resource Management Act 1991 to establish a marina at Frankton in an area that has been designated for this use by the Queenstown Lakes District Council (QLDC). This application has been prepared as a joint application to both the QLDC and the Otago Regional Council (ORC) for both land use consent and discharge permit consent.

1.0 A Detailed Description of the Proposal

The application site is situated at the Frankton Marina Local Purpose Reserve and is accessed via Sugar Lane, off State Highway 6A. Current land uses in the area include the existing Frankton Marina, a car parking area and a number of commercial buildings. The site is irregular in shape and includes the extension of Sugar Lane and adjoining land to the Lake edge and includes a portion of Lake Wakatipu. The ground surface across the site has minor undulations, except for a pronounced bank situated on the north-west side of the site. A man-made inlet and a small creek known as 'Marina Creek' is situated on the west side of the site.

Currently the application site is comprised of two freehold titles. The QLDC is the registered owner of the Local Purpose Reserve whilst Lake Wakatipu is owned by the Crown and is administered by Land Information NZ (LINZ). The applicant proposes to lease the areas of the reserve and Lake required for the marina. The leasing process with QLDC is currently underway. Further comment on this matter is contained under Heading 1.7.1 below.

The applicable legal descriptions are:

- Section 48 and Sections 52 – 53, Block XXI, Shotover Survey District; contained in Computer Freehold Register OT7B/844 consisting of 1.3569 hectares more or less,
- Section 1, Survey Office 24208; contained in Computer Freehold Register OT15C/965 consisting of 1.3765 hectares more or less.

A copy of the Computer Freehold Registers and applicable legal encumbrances are contained in Attachment [B].

1.1 Description of Surrounding Area

The area immediately to the north-west of the site contains a commercial area occupied mainly by marine related activities, including offices occupied by Kawarau Jet and the Harbourmaster. The land to the southern end of the site is punctuated by an historic boat shed, a cafe, a Scout Den and the Fishermans Pier. Parking areas, commercial buildings and boat storage currently dominate the character of the site when viewed from the surrounding land based area. The Queenstown Trail, also known as the Frankton walkway, passes through the site.

The historic boatshed to the west of the site has been identified as a historic feature in *Appendix 3: Inventory of Protected Features* in the District Plan – Reference No. 16 (Boatshed, slipway and original ticket office); with a QLDC Category 2 rating.

Two residential properties are situated on the north-west side, directly adjoining the site towards Frankton Road. The land adjoining the marina area is occupied by residential land uses, with the steep land behind the residential area on the opposite side of Frankton Road (State Highway 6A) in rural land use.

A comprehensive site plan is contained in Attachment [C].

1.2 District Plan zoning and related matters

The portion of the site on land is mainly located within the Rural General zone. However a portion to the west within Section 48 of the application site is situated within the Low Density Residential zone. The portion of the activity in, or on, the surface of Lake Wakatipu is zoned Rural General. Although some of the site has an overlying QLDC Designation, Ref No.165: Local Purpose (*Marina and Accessway*) Reserve, the applicants are not the Requiring Authority. As such, the underlying zonings apply with regard to this application, and the District Plan provisions relating to the designation do not.

The issue of the appropriate landscape categorization for the site has been traversed at length in the Environment Court decision C180/1999 and the QLDC Commissioner's decision which both related to the previous approved consent RM070524, which was for a larger marina in the same location. A description of the findings relating to these are contained in the attached Landscape and Visual Effects Assessment Report, which concludes in Paragraph 24 that the Frankton Arm and its immediate surrounds, within which the application site is situated, is most correctly categorized as an 'Other Rural Landscape'. For the previous consent the Commissioners resolved to take a cautious approach and considered the effects of the proposal as if the correct landscape category was that of an Outstanding

Natural Landscape. This approach has been adopted in this AEE and the accompanying reports. It is noted that the hills behind the site, which form the backdrop to the locality when viewed from the Lake are included as being within an Outstanding Natural Landscape – Wakatipu Basin.

In the Otago Regional Council's Regional Plan: *Water* in Schedule 1A (Natural Values); and in the Water Conservation (Kawarau) Order 1997, Lake Wakatipu has been identified as outstanding for the following reasons:

- *“as a fishery*
- *for its scenic characteristics,*
- *for scientific value, in particular water clarity, and bryophyte (small, non-vascular plant) community,*
- *for recreational purposes, in particular boating,*
- *for historical purposes,*
- *for significance in accordance with tikanga Maori, in particular sites at the head of the lake and the legend of the lake itself.”*

Lake Wakatipu also has statutory acknowledgement recorded in the Ngai Tahu Claims Settlement Act 1998.

1.3 Resource consent history of site and immediate surrounds

The site was classified as a Recreation Reserve and was gazetted as *'Frankton Marina Recreation Reserve'* in 1989.

In 1993 resource consent RM93/402 was approved to reclaim the existing marina and construct a 100 berth marina on the water. This consent was partially implemented, prior to the dismantling of the marina in 2004, due to structural problems.

In 2003 resource consent RM030918 gave outline plan approval for the establishment of a new small marina at the site.

In 2005 resource consent RM051121 gave approval for QLDC to upgrade/replace the existing boat ramps at the Frankton Marina.

In 2009 resource consent RM070542 was approved to establish and operate a 240 berth marina, associated buildings, car parking and public open space at the site. This consent provide for Stage One of this development to be undertaken within a ten year period from the date of the consent (3rd September 2009); with any remaining stages (excluding "building number 3, as per Condition 14 of the consent") to be undertaken within 15 years. This consent is still active.

In 2012 the QLDC altered the Frankton Marina reserve classification from a recreation reserve to a Local Purpose (*marina and access way*) Reserve. However, the conditions applicable to the recreation reserve designation were not altered, and therefore still apply to the subject site.

With regard to the land immediately adjoining the subject site, in 2011 resource consent RM110158 was approved to restore and repair the historic Frankton Boat Shed and Shipping Office, establish a café, and undertake earthworks and landscaping on the site. Resource consent RM130645 approved the establishment of a new Coastguard building to the west of the marina site. Recently the pedestrian / cycle trail which runs through the site has been upgraded and has formally become part of the Queenstown Trail network which traverses the Frankton Arm and extends from Queenstown central to the Gibbston valley.

1.4 Previous assessments of the application site

As part of the earlier RM070542 application comprehensive assessments of the site were undertaken on topics including the site's historic and cultural values, ecology, geology, aquatic information, traffic and noise assessments, etc. A full list of these is included in Attachment [D]. These reports are available on the QLDC website. To avoid repetition the findings of these reports are not included in this application, although these reports have been referred to during the preparation of this AEE including the accompanying appendices.

1.5 Consultation

The marina as proposed in this application is consistent with the ongoing consultation that has occurred over the last two years with the Frankton Marina Working Party which was established by the QLDC. The Working Party has met six times since November 2012, with reports on progress to Full QLDC meetings on the following dates:

- 8 October 2013,
- 18 December 2012,
- 15 October 2012,
- 22 November 2011.

Prior to the lodging of this resource consent application preliminary consultation has also been undertaken by the applicant with the following parties:

- Adjoining Landowners: Ken Muir, Don Lawrence, Paul and Peter Rogers and Anthony White and some members of the Warrington's family.
- Stakeholders: Marty Black (Harbour Master), Greg Wensley (Manta Apartments), Shaun Kelly (K Jet), Neville Kelly (Thunder Jet), Duncan Field (Limo Cars), Marcus (Fisherman's Pier), Kaye Parker, previous CEO of the Queenstown Trails Trust and Tony Butson (Boat Shed Chairman).

The applicant has requested that the application be publicly notified and it is anticipated that this application will be served on Te Runanga o Ngai Tahu Kai, Tahu ki Otago, Fish and Game – Otago, the NZ Transport Agency and Land Information NZ.

The objectives, policies and methods contained in the Ngāi Tahu ki Murihiku *Natural Resource and Environmental Iwi Management Plan, 2008* and the Kai Tahu ki Otago *Natural Resource Management Plan, 2005* have been referred to in the formulation of this consent application.

1.6 Assessment of Alternative Sites

The applicant's engineer has advised that the one other location in the Queenstown area where a marina of the size anticipated is considered to be feasible is at Kelvin Heights. Other locations are too exposed, do not have adequate length of foreshore or do not have satisfactory access. Kelvin Heights has the advantage of sheltered water but the adjacent shore is a very popular beach and the area is used for water skiing. It is anticipated that there would be strong opposition to any loss of these amenities and to the potential for adverse effects of the marina on the many residents close by. The site also involves long travel distances from Queenstown compared to the site at Frankton. As the site at Frankton has been designated for the proposed use for a considerable time, it is regarded as the most suitable site for the proposed activity.

1.7 The Current Proposal

1.7.1 Proposed Subdivision

To facilitate the leasing process the intention is to subdivide the site into two – the portion on land as one lot which will be leased from the QLDC and the portion within Lake Wakaitipu as the second lot which will be leased from Land Information NZ (LINZ). The proposed subdivision plan is contained in Attachment [C], Plans 3451.9R.2A to 4A. The new Lot 1 encompassing the portion of the site in Lake Wakaitipu will be 6.924 hectares in size, with the portion of the site on land, Lot 2 being 0.766 hectares in size.

1.7.2 Overview of the Marina Proposal

The proposal is for a 195 berth marina to be constructed in two stages (85 and 110 berths respectively) at the area known as Frankton Marina, the site of two previous attempts to establish a marina. The intention is to commence work on Stage One of the proposal during winter 2014 and to complete Stage One of the proposal within five years and Stage Two within ten years of the approval date. The plans detailing the marina design are contained in Attachment [E]. In general, Stage One includes construction of a wave attenuator, 85 berths, some buildings and the car park, whilst Stage Two provides for the extension of the wave attenuator, an additional 110 berths on the eastern side of the site and further buildings. It is noted that if economic circumstances dictate, that the wave attenuator may be completed within Stage One of the proposal.

On completion of Stage Two, the marina will occupy an area approximately 240m x 200m enclosed by a floating wave attenuator (breakwater) on the west and south sides. The proposal is for there to be 5 stems, 2 in Stage One and 3 in Stage Two. These range from 87m to 140 m in length and provide access to finger berths for craft ranging from 8.5 to 12.5m in length. It is noted that the design is flexible to enable the jetties and finger berths to be altered to be smaller or larger in size to accommodate different boat sizes if required. The applicant does not wish to reapply for a resource consent every time the size of a jetty or finger berth alters and as such, consent for this aspect of the proposal is sought as part of this application.

A retaining wall of approximately 150m in length will be built on the shoreline of the Stage One development to provide an esplanade between the marina and public car parking areas. An area between the esplanade wall and the marina will be provided for small single level buildings on small floating pontoons. The retaining wall will consist of precast concrete panels built on the shoreline for the full length of the marina. This will retain fill to raise the level of the car park area and form an attractive esplanade on the lake front. The crest of this wall will be above the lake level at which flooding first occurs in Queenstown. A minor volume of material will have to be excavated from the lake bed to provide sufficient depth for the inshore berths and floating pontoon buildings at extreme low lake level. The excavated material will be used as fill behind the esplanade wall or in the existing inlet which will be reclaimed as part of the car park area. Marina Creek, presently discharging into the inlet will be diverted via a culvert to discharge into the Lake adjacent to the access bridge to the attenuator.

The marina will be fully serviced with water, electric power, sewage pump-out and fuel dispensing facilities.

There will be 156 car parks and three bus parks provided, all as part of Stage One of the proposal. Public toilets will be provided and the lakeside walking/cycle track will be substantially enhanced where it passes through the marina precinct. A definitive edge between the lake and shoreline will be created. The development area within the vicinity of the Mantra Apartments will enable people to interact with the surface of the Lake via a boulder retaining wall and informal steps down to the Lake surface, in a location that will not be occupied by boats. The open space, seating and vegetative treatment within this portion of the site will blend in with the Lake edge further east of the marina.

An esplanade, approximately 6m wide, immediately north of the proposed pontoon buildings will enable the public to travel through the site with ease. Extending from the esplanade is a main pathway some 3-4m wide that enables pedestrians to circulate the entire car park whilst being completely separated from traffic movements. This main path also enables safe and direct access both east and west to the Queenstown trail network.

The marina will operate independent of, but alongside other established marine activities in the locality, such as for example, the historic slipway adjoining the boat shed, and the jet boat operators on the opposite side of Sugar Lane. Marina management has the potential to wash and care for all the boats docked at the marina. The business may also contract or hire a boat / yacht mechanic that can perform simple to moderately complex mechanical repairs on site, on behalf of clients.

1.7.3 Floating Wave Attenuator (Breakwater)

The marina will be protected by a wave attenuator that will be approximately 4.3m wide and curved. For Stage One of the proposal the wave attenuator will extend approximately 170m into Lake Wakatipu from the existing shoreline. Its total length when Stage Two is complete will be approximately 320m. It will consist of heavy duty skirted pontoons, those exposed to the south-west being 4m in width and having a wave height of 1m, as detailed in the cross-section plans in Attachment [E]. The pontoons exposed to the south-east have a width of 3m and a wave height of 500mm. The attenuator will connect to the shore at the location of the existing floating pontoon at the public boat ramp. The attenuator will replace the existing floating pontoon which may be repositioned to the point of the fuel pumps or just past them slightly.

The attenuator will consist of large concrete pontoons linked together by flexible couplings and secured to the lake bed by screw anchors. The pontoons and couplings will be of proven design. Details of the design of the floating breakwater units have not been finalised but they will basically be concrete pontoons in the order of 2m deep and 4.8m wide with a draft of 1.5m giving a freeboard of 0.5m. The length of each pontoon is likely to be determined by factors relating to manufacture, transport and

assembly but could be in the order of 6m. Similarly, details of the berths and access piers have not been finalized but these will have less freeboard (0.4m) and vary in width between 1.2m and 3.6m and in length between 8.5m and 12.5m with the possibility of a small number of customized longer berths for commercial craft. It is noted that the number of berths could alter depending on the size of boats using the facility.

The screw anchors will be matched to the load demands of the chosen pontoons and to their location in the attenuator or berthing structures. Based on the tests carried out on this site for the approved marina proposal, the anchors will be single volute, 1.5 – 2.0m plate diameter and embedded up to 7m in lakebed sediments. The depth will vary with bed conditions and will be determined by the shear strength of the material at the location of each anchor. The life expectancy of the anchors is in excess of 50 years. Note that the only parts of the anchoring system that will be visible above water will be the tails on the warps where these are attached to the pontoons.

There is a high probability that the concrete pontoons will be constructed on site, necessitating the establishment of a temporary yard with a launching facility, details of which will depend on the final design of the pontoons and the production methods adopted by the contractor. It is expected that the attenuator pontoon units will be fully fabricated on shore, launched and towed to their positions and secured to the moorings which will be progressively installed in advance of the production of the pontoons. The additional timber piles required to improve the function of the existing wall at the public launching ramp will be driven by a vibrating hammer or drop hammer from a crane located on the shore.

1.7.4 Esplanade Wall

For the esplanade wall construction will require the driving of steel piles and placing precast concrete spandrel panels between these. An alternative sheet pile type wall may be considered. Subject to design verification, it may be necessary to install ground anchors and tie-rods to part or all of the wall. Excavation of the lake bed to provide the water depth for floating structures will be carried out with a small hydraulic back hoe-type machine. The excavation for the base of the esplanade wall will have to be a half metre deeper to form a trench which will be back-filled filled with selected graded aggregate to new bed level to provide a foundation for the lower of the concrete panels. The top of the wall will be finished with a concrete beam which will also serve as a kerb.

1.7.5 Marina Berths

85 total slips will be developed in Stage One, which is located on the west side of the Marina. Stage Two (on the eastern most side of the site) will approximately double this capacity. Berths for commercial use will be located on the western-most side of the marina.

The marina structure itself will be a floating jetty, as detailed on the Emtech Engineering plans in [E]. There will be 5 finger piers in the basin. These range from 87m to 140m in length and provide access to finger berths which in turn range from 8.5 to 12.5m in length. As mentioned above, the wave attenuator will be constructed with large pontoons coupled together with flexible connections. The pontoons for the jetties will be secured to the lake bed by screw anchors of smaller diameter but similar penetration to those of the attenuator. It is likely that the pontoons will be full fabricated on site and be launched and towed to their positions. A similar process will be used for the floating structures for the marina berths. The finger jetty's can be spaced to suit the width of the boats as required.

1.7.6 Buildings

To ensure the commercial viability of the marina a number of small single storey buildings are proposed for various commercial activities. The intention is for these to be leased to users of the marina for personal and/or commercial activities (such as jet boat operators, boat servicing operators, boat hire/charter operators, and marina retail activities) and they will only be erected at the site as demand arises. Up to 30 are proposed, varying in size between 36m², excluding decking to 108m², excluding decking. Four will be located at the eastern end of the esplanade with the other 26 located on the surface of the Lake, accessed via floating pontoons. The average water level is 2m below the esplanade. The height at the top of the gable for these buildings is 4.1m. The majority are individual structures allowing users of the esplanade to gain views to the marina and the Lake.

The buildings have an attractive marine theme, with porthole features included in the doors, deck and balustrade features similar to that on boats, and a boat shed themed shape. The design has been inspired by the boat sheds located along the southern end of Titahi Bay in Wellington. The floor and elevation plans are included in Attachment [E]. The external cladding is timber weatherboard for the walls, with profiled metal colorsteel for the roof. The external walls will be unpainted, while the roofs will be a recessive grey colour, with a reflectivity value of less than 36 percent. The proposal also provides for some of the buildings to have clear glazed roofs and walls. Four different building designs and sizes are proposed as detailed on the plans in [E], the intention being that each leasee can choose the design that best caters to their needs. All services to these buildings will be designed to go underneath the jetty and ramps. To hold the buildings in place mooring piles will be fixed to either side of each building

as detailed on the Emtech plans, on Sheets 13039:02:C, 13039:04:A and 13039:06. The piles will be painted a recessive dark grey colour.

Two larger buildings for commercial use are proposed at the eastern end of the site next to the loading zone and toilet building. These commercial buildings are each 12 x 6 metres wide and are also a maximum height of 4.1 metres. They have been designed to have the same style, claddings and colours as the smaller pontoon buildings.

The buildings over the Lake will be supported by pontoons which will be designed to provide adequate buoyancy and stability for the dead load imposed by the structure and the live loads which will vary according to the use of each building. The buoyancy chambers may be concrete, steel, GRP, polyethylene or composite. They will most likely be cylindrical, but any heavy building or those with the potential for high live loads could have rectangular section floats. In any event, the pontoons will have low freeboard (500 mm) and there will be little of the buoyancy chambers visible above water.

It is proposed to locate a public toilet block that includes communal facilities in an area between the car park and floating pontoons, on the eastern side of the site. This will be a single land based building of 48m² in area excluding decking. This block will service the marina, the pontoons and the wider community, such as other boating activities and users of the Queenstown Trail network. It will contain a shower and lockers for people working at the marina that wish to walk or cycle to work. This building will be separated into two sections. A larger section will be for an access controlled toilet and shower facilities for Marina members, with a smaller section including the public toilet facilities.

Overall the proposal includes a total building footprint of 1200m² excluding decking. Additionally, other buildings within the development would be used for commercial, support facilities or private storage. The Gross Floor Area (GFA) available for these activities is approximately 1036m², based on 90% of the building footprint. This will be within four of the land based buildings and the 26 buildings on the marina or floating structure.

1.7.7 Signage Platforms

Each building on the elevation facing the esplanade only will have a sign platform that has a maximum area of 0.5 metres and is located 2.5 metres above the footpath. Facing the water it is proposed that each building be permitted to have only one sign the size of an A4 sheet of paper – approximately 21 x 30cm which contains their building number and name. Only completely flat signs attached to the wall of each building that are non-illuminated will be permitted. No sandwich boards or other types of free standing signs will be permitted.

1.7.8 Earthworks

The Earthworks Plans are contained in Attachment [F]. For Stage One the proposal will require a cut volume of 2762m³ and a fill volume of 13,401m³ – a total earthworks volume of 16,163m³. The area that will be exposed during the earthworks is 14,640m². The maximum cut depth is 2.4 metres with the maximum fill depth being 3.5 metres. For Stage Two a total cut volume of 1840m³ is required over an area of 332m², with a maximum cut depth of 0.6m. Cross-section plans are also included in [F].

All of the site earthworks will be carried out in accordance with an approved site management plan and standard erosion and sediment control measures to avoid soil erosion or any sediment entering any water body, in accordance with NZS 4404:2004 and 'A Guide to Earthworks in the Queenstown Lakes District' brochure, prepared by the Queenstown Lakes District Council. Appropriate dust control measures to avoid nuisance effects of dust beyond the site boundary will be implemented. The loading and stockpiling of earth and other materials will be confined to the subject site. The applicant will ensure that if any debris from the earthworks is deposited on any of the surrounding roads that this material will be cleaned up immediately.

1.7.9 Landscaping

Landscaping is proposed to enhance the appearance of the site and provide public amenity areas, including opportunity for increased public interaction with the Lake edge. Landscaping is also proposed along Sugar Lane to create an attractive streetscape, with landscape screening around the car park area. The proposed Landscape Layout Plan is included in Attachment [G]. The overall objectives of the Landscape Plan are to enhance the visual appearance of the site and to reduce wind through the site by the placement of hedges around some of the site's periphery. The Plan also includes stairs to provide public access to the Lake edge on the eastern edge of the site with informal rock retaining to either side of these and some scattered boulders dispersed around the site for informal seating.

A Landscape and Visual Effects Assessment Report is in Attachment [H]. This report assesses the effects of the proposal on the surrounding landscape and is referred to further under Heading 2.2.3 below.

1.7.10 Lighting

Lighting will be restricted to low bollard lighting on the Marina structure. Some examples of the type of lighting envisaged are contained in Attachment [I]. There will also be car park lighting and security

lighting where necessary. The car parking and loading areas will comply with Rule 14.2.4.1(xiii)(c) of the District Plan which requires illumination to a minimum maintained level of 3 lux with high uniformity during hours of operation.

Navigation lights will be as prescribed by the International Association of Lighthouse Association and will be subject to approval by the QLDC Harbourmaster. There will be at maximum, three lights on 3 metre high poles, one on the end of the wave attenuator and one on each of the main berth stems. As marina lighting can be a sensitive issue, especially when close to residential development, it is proposed to provide the minimum level of illumination for public safety and security with mushroom-type fittings to direct the lighting to the decks of the floating berths.

1.7.11 Car Parking

The proposal provides for a total of 156 car parks, including 14 for the mobility impaired and four parks capable of accommodating car and trailer combinations. A 30 metre loading zone will also be provided. The car park will be located directly in front of the marina berths on the south-eastern side of Sugar Lane, as shown on the plans in [E].

In addition three parallel bus parks will be located on the southern-most side of Sugar Lane near to the entrance to the site. This location is close to the Kawarau Jet, and other commercial boating buildings to enable easy access to these facilities. The fourteen mobility car parks are interspersed throughout the parking area, located adjoining the walkway links to enable easy access for disabled people to all areas of the marina site. Bicycle parking will be interspersed at appropriate locations throughout the site.

The car park surface will be gravel as engineering advice is that this area will be prone to slumping particularly in the first few years after it is formed. Rather than have a sealed car park that quickly cracks and looks unsightly the intention is to reshape the gravel surface at regular intervals to maintain an attractive appearance until the ground has settled. The car park will be sealed when the applicant's engineer is satisfied that the ground is stable.

1.7.12 Queenstown Trail link

The Queenstown Trail currently ceases at the gravel car-park adjacent to the café building and then commences again to the east of the junction of Sugar Lane and Frankton Road, adjacent to the Mantra Marina Apartments. Consequently, walkway users that pass through the site of the proposed activities currently use Sugar Lane itself and the associated informal parking areas as their route.

The proposed new walkway / cycle route is detailed on Plan 3451-6E-1J in Attachment [E]. The new proposal will provide two formal routes for trail users through the Sugar Lane area. Moving from southwest to northeast, a trail user will cross Sugar Lane to its north-western side adjacent to the Boat Shed Café and will continue along this side until reaching a point adjacent to the north-eastern end of the Warrington property (823 Frankton Road). At this point a walkway user will cross Sugar Lane and then continue northeast via either the 3 metre wide formed footpath separated from Sugar Lane by a landscaped strip and canopy trees, or via the waterfront esplanade area. The former is a more direct route while the latter involves seating and amenity areas and visual interaction with the Lake. In relation to either of these routes, pedestrian traffic will be separated from vehicle areas and amenity areas will enhance the experience of users of the area.

1.7.13 Fuel Provision

Two fuel tank locations have been identified on the plans. The preferred location is on the wave attenuator. The fuel pumps will be available from either side of the attenuator and will be for the use of both private and commercial marine operators. The fuel pumps will have automatic shut-down and will be designed to comply with the 'Below Ground Stationary Container Systems for Petroleum – Design and Installation', Approved Code of Practice, June 2013, under the Hazardous Substances and New Organisms (HSNO) Act 1996 and will also be subject to a Dangerous Goods licence. It is proposed that the fuel tank be located on the south-west side of the car park. The fuel tank will be situated underground adjoining the car park, with the fuel truck that dispenses the fuel able to park above it inside the marina car parking area. For boat operators refuelling on the attenuator a very small kiosk, approximately 1m x 0.6m x 2.2m high will shelter the card operating console to pay for the fuel. All marine type petroleum fuels will be provided (3 grades) in an environmentally safe environment. Wastewater pump cuts will also be provided.

1.7.14 Utility Services and Infrastructure

Engineering and Geotechnical reports are included in Attachment [J]. It is proposed to connect water supply and wastewater disposal into the existing Council reticulation, which is available within the formed carriageway of Sugar Lane. Existing stormwater disposal points will be incorporated into the design of the marina. Stormwater runoff from the car parks will be conducted to sumps fitted with oil traps from which clean water will be piped to outfalls, some of which will be within the marina basin. Runoff from the buildings will be directly into the Lake.

Wastewater from the public toilets will discharge directly to the existing sewer which passes the site. Wastewater from toilets and ablution facilities in the floating buildings will discharge to holding tanks in

each of the pontoons that have water facilities from where a float controlled pump will transfer via a rising main to a central pumping station which in turn will connect to the main sewer. This is similar to the system installed at the existing sewage pump-out facility.

A 'Pump-A-Head' installation will be installed on the wave attenuator adjacent to the fuel pumps. This will be connected by flexible hose to discharge directly to the existing sewer which passes through the marina reserve. There will be no black water facilities at the berths.

Letters confirming power and telecom services to the development are included in [K]. All lines will be underground from the existing reticulation.

1.7.15 Access and Security

Access to the marina will be via a number of walkways leading from the shore based activities. Public access will be permitted across the marina near the pontoons and the public will be able to walk on the main marina accessway located in front of the pontoon buildings. For safety reasons the public will not be able to walk on the wave attenuator. For security reasons, access onto the floating jetties will be restricted to leasees of the jetties by way of locked gates.

1.7.16 Hours of Operation

No residential or visitor accommodation, or overnight accommodation on boats at the site is to be permitted. The hours of operation during which activity is permitted at the site will comply with the noise limits set by District Plan Rule 7.5.6.3(iv) *Hours of Operation*, these being limited to between the hours: 0730 – 2000 except where:

- (a) the entire activity is located within a building and occupies not more than 40m² of floor space; and
- (b) each person engaged in the activity outside the above hours resides permanently on the site; and
- (c) there are no visitors, clients or deliveries to or from the site outside the above hours; and
- (d) all other relevant zone standards are met the activity may be carried out outside the above hours.

The approved Construction Site Management Plan will address hours of operation during the construction period.

It is noted that marina users will be able to access their boats at all times.

1.7.17 Natural Hazards

The site has been identified on Council's hazards register, as being subject to alluvial fan (regional scale) active, composite hazard. In addition, the portion of the site directly adjoining Lake Wakatipu has been identified as having a possibly moderate liquefaction risk hazard, as detailed on the QLDC plan in Attachment [L]. The Engineering Report states under Heading 3.5 that there is no evidence of recent seismic activity, but the presence of known faults and in particular, the proximity of the Alpine Fault signal that the possibility of a major earthquake must be considered in the design of both the marina and its associated facilities.

1.7.18 Contaminated Site Information

All applications for resource consents are required to be considered under the National Environmental Standard (NES) for Assessing and Managing Contaminants in Soil to Protect Human Health. Under these regulations, land is considered to be actually or potentially contaminated if an activity or industry on the Hazardous Activities or Industries List (HAIL) has been, or is more likely than not to have been undertaken on that land. The land use history is the trigger in determining whether land requires further assessment under the NES. The Engineering report states in Appendix 1 under Heading 8.0 that the majority of the proposed area nominated for the marina development would be regarded as natural and undeveloped. These areas would have had very little, if any, exposure to contaminants due to it being beach or shoreline, streambed or stream embankments and the remainder occupied by large willow trees and other plantings. Small areas of land situated on the shore side of the existing roadway have been used for boat and vehicle parking and storage. There is a minor risk that a small amount of contaminants may have leaked from these vehicles. The small quantities normally associated with this would be regarded as having very little impact on the land and usually to a very shallow depth, much of which will be removed when vegetation is stripped during construction. The area will be monitored during the initial stripping of vegetation and materials will be recorded if removed from site.

The Otago Regional Council Environmental Data Officer advised via email on 13 December 2013, included in Attachment [L], that an investigation of their records indicates that there are no contaminated sites located on, or in, the vicinity of the site subject to this application.

1.7.19 Operational Practices

It is expected that the marina structures and the associated activities will have negligible environmental effects but to confirm this, it is proposed to monitor the adjacent shore lines and Lake bed for any induction of erosion or siltation. Inspections at six monthly intervals for the first two years will provide the basis for the review of future monitoring. The potential for mechanical failure of marina components and consequent effects will be minimized through the establishment of a system of scheduled inspections of all components and especially those where wear and tear can result from wave and wind induced motion. It is proposed to make full inspections of all above-water components at monthly intervals and after every storm event for the first two years after which the interval may be extended but the data acquired from the inspections will be used to develop a preventative maintenance schedule for the repair or replacement of 'moving parts'. The anchoring system will be inspected by divers after 6 months and at two yearly intervals thereafter. A preventative maintenance programme will be developed for the anchor wraps and tensioning units. Above water monitoring will be done by the marina management and recorded in a formal log book. The anchor systems will be inspected by experienced divers under direct supervision of marina management. Formal records will be kept of the divers' findings.

2.0 An assessment of the actual or potential effect on the environment of the proposed activity.

2.1 Status of the Activity

2.1.1 Statutory Consideration

Section 88A of the Resource Management Act 1991 (herein referred to as 'the Act') requires an application received to be processed and completed as an application for the type of activity specified in the plan or proposed plan existing at the time the application was made.

2.1.2 Relevant District Plan Provisions

The subject site is partially zoned Rural General and partially zoned Low Density Residential under the Operative Queenstown Lakes District Plan. Lake Wakatipu is zoned Rural General. The portion of the site on land is zoned Low Density Residential or Rural General, with portions also having an overlying designation – Reference No. 165, as a Local Purpose (*marina and accessway*) Reserve. As the applicant is not the designating authority, the underlying zonings have precedence.

The purpose of the Rural General Zone is described in Part 5.2 of the District Plan as follows:

- “...to manage activities so they can be carried out in a way that:*
- Protects and enhances nature conservation and landscape values;*
 - Sustains the life supporting capacity of the soil and vegetation;*
 - Maintains acceptable living and working conditions and amenity for residents of and visitors to the Zone; and*
 - Ensures a wide range of outdoor recreational opportunities viable within the zone.”*

The purpose of the Low Density Residential zone is to:

“...to provide for low density permanent living accommodation, maintaining dominance of open space and low building coverage. The zone seeks to maintain and enhance the low density residential areas with ample open space, low rise development and minimal adverse effects experienced by residents.”

For this application, resource consent is required for the following:

Part 5: Rural Areas (Applicable to the portion of the site within Lake Wakatipu and a large portion of the part of the site on land)

- A **controlled** activity resource consent pursuant to Rule 5.3.3.2(ii) is required for any commercial activities limited to retail sales.
- A **discretionary** activity resource consent pursuant to Rule 5.3.3.3(i)(a) is required for the addition, alteration or construction of any building; and any physical activity associated with any building, such as roading, landscaping and earthworks. Consent under this rule is required for the proposed buildings, the earthworks, landscaping and car parking.
- A **discretionary** activity resource consent pursuant to Rule 5.3.3.3(ii) is required to undertake commercial activities ancillary to and located on the same site as recreational activities. Commercial activities will be undertaken at the site and as such, consent under this rule is required.
- A **discretionary** activity resource consent pursuant to Rule 5.3.3.3(iv)(a) is required for any structure or mooring which passes across, or through, the surface of any lake. The marina, including the berths, wave attenuator and floating pontoon buildings require consent under this rule.

- A **discretionary** activity resource consent pursuant to Rule 5.3.3.3(iv)(b) is required for commercial boating activities.
- A **restricted discretionary** activity resource consent pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(iii)(a) requires that the maximum gross floor area of all buildings on the site which may be used for all activities shall be 100m². The proposed buildings exceed this requirement.
- A **restricted discretionary** activity resource consent pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(iii)(b) which requires that no goods, materials or equipment shall be stored outside a building. Occasionally items may need to be stored outside for short periods, including for rubbish disposal.
- A **restricted discretionary** activity resource consent pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(iii)(c) which requires that all manufacturing, altering, repairing, dismantling or processing of any goods or articles shall be carried out within a building. The repairing of boats requires a consent under this rule.
- A **restricted discretionary** activity resource consent pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(iv)(a) which requires that the minimum setback from internal boundaries for all buildings shall be 15 metres. The buildings on the shoreline are closer than 15 metres to the site boundary and therefore breach this rule.
- A **restricted discretionary** activity resource consent pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(ix) is required for commercial recreation activities on land. As some of the commercial buildings including some of the floating pontoon buildings are either on land or partially on land, and are likely to be used for commercial recreation activities, consent under this rule is also required.

Part 5: Earthworks within the portion of the site zoned Rural General

- A **restricted discretionary** activity consent is required, pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(viii)1(a) as the earthworks at the site will exceed a maximum area of bare soil exposed of 2500m² per site within a 12 month period, as the area of bare soil exposed will be approximately 14,640m².

- A **restricted discretionary** activity consent is required; pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(viii)(c) as material associated with the earthworks will be within 7 metres of Lake Wakatipu.
- A **restricted discretionary** activity consent is required; pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(viii)1(b) as the earthworks will exceed a maximum volume of moved earth greater than 1000m³ per site within a 12 month period, as the volume of earthworks will be approximately 16,163m³.
- A **restricted discretionary** activity consent is required; pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(viii)2(c) as the maximum height of fill is greater than 2 metres, as fill up to 3.5 metres is required.
- A **restricted discretionary** activity consent is required; pursuant to Rule 5.3.3.3(xi), Site Standard 5.3.5.1(viii)4(a) as the site is within a Ngai Tahu Statutory Acknowledgment Area and where this occurs, consent is required if earthworks exceed 50m² or 20m³ in volume in any one consecutive twelve month period.

Part 7: Residential Areas

Earthworks on the parts of the site zoned Low Density Residential – for the car park and associated landscaping:

- A **restricted discretionary** activity consent is required; pursuant to Rule 7.5.3.4, Site Standard 7.5.5.2(xvi)(a)(i) as the earthworks will exceed a maximum volume of 100m³ per site within a 12 month period, as the total volume of earthworks will be approximately 16,163m³.
- A **restricted discretionary** activity consent is required; pursuant to Rule 7.5.3.4, Site Standard 7.5.5.2(xvi)(a)(ii) as the earthworks will exceed a maximum area of bare soil exposed of 200m² per site within a 12 month period, as the area of bare soil exposed will be approximately 14,640m².
- A **restricted discretionary** activity consent is required; pursuant to Rule 7.5.3.4, Site Standard 7.5.5.2(xvi)(a)(iii) as the earthworks undertaken within 7 metres of a water body will exceed 20m³.

(As the application site includes a small portion of land zoned Low Density Residential, consent is also required under these rules):

- A **non-complying** activity consent is required; pursuant to Rule 7.5.3.5, Zone Standard 7.5.6.3(v)(a)(b)(c) and (d) nature and scale of activities, as more than one person may be engaged in retail activities and will not reside on the site. More than three people who permanently reside elsewhere than on the site may be employed in undertaking non-residential activities on the site. Goods may occasionally for temporary periods be stored outside buildings. Some minor repairing of boats may occur at the site.
- A **non-complying** activity consent is required; pursuant to Rule 7.5.3.5, Zone Standard 7.5.6.3(vi) as retail sales may be undertaken at the site.

Part 14: Transport

- A **restricted discretionary** activity consent is required; pursuant to Rule 14.2.2.3, Site Standard 14.2.4.1(ix) as a queuing length of 30 metres is required. The proposal provides for a queuing length of 24 metres.
- A **restricted discretionary** activity consent is required; pursuant to Rule 14.2.2.3, Site Standard 14.2.4.2(i)(a) as the length of the vehicle crossing over the Queenstown Trail is required to be between 4 and 9 metres. The proposal provides for a kerb crossing of 14 metres to accommodate larger turning vehicles.
- A **restricted discretionary** activity consent is required; pursuant to Rule 14.2.2.3, Site Standard 14.2.4.2(iv) as the minimum sight distances for vehicle access in each direction along Sugar Lane is required to be 80 metres. The proposal provides for a sight distance to the north of 40 metres.

Part 18: Signs

- A **non-complying** activity pursuant to Rule 18.2.3(b) as the overall signage proposed for the site is greater than 0.5m² for the parts of the site zoned Low Density Residential and 2m² for the parts of the site zoned Rural General.

Using the bundling approach, the activity overall is for a **non-complying** activity.

2.1.3 Relevant Otago Regional Plan Provisions

The following consents are required pursuant to the Otago Regional Plan: Water:

- A **discretionary** activity consent pursuant to Rule 12.3.4.1 is required for the diversion of water as the existing stream – Marina Creek will be piped and as such, a consent for this activity may be required under this rule.
- A **restricted discretionary** activity consent pursuant to Rule 12.4.2.1 is required for the discharge of stormwater to water, or onto or into land in circumstances where it may enter water. Stormwater from the site will discharge to Lake Wakatipu and consent may be required under this rule depending on the system design. The Council's control is limited to considering effects on human use, heritage and amenity values, the natural character of the Lake, effects to wetlands, the discharge, location, and treatment options, erosion and soil contamination issues, duration of the consent, bond, review, and monitoring.
- A **discretionary** activity consent pursuant to Rule 12.13.1.1 is required for the associated discharge of contaminants to water as a result of the construction activities including the filling in of the inlet, reclamation of some of the foreshore, alteration to Marina Creek and the excavation within Lake Wakatipu.
- A **restricted discretionary** activity consent pursuant to Rule 13.1.2.1 is required for the use of any structure that is fixed in, on, under, or over the bed of any lake. The use of the marina, including the wave attenuator, jetties, floating pontoon buildings and associated works requires consent under this rule. The Council's control is limited to any adverse effect on the function or structural integrity of the structure, and the duration of the consent, information and monitoring requirements, any insurance or other appropriate means of remedying the effects of failure, and any bond and the review of conditions of the resource consent.
- A **restricted discretionary** activity consent pursuant to Rule 13.2.2.1 is required for the erection or placement of any fence, pipe, jetty, bridge or culvert in, on, under or over the bed of any lake or river. The marina proposal requires consent under this rule. The Council's control is limited to considering effects on human use, heritage and amenity values, and the natural character of the Lake as well as effects on defences against water, flow and sediment processes. Consideration is also extended to public access, fish passage, method of construction, duration of the consent, bond, and review and monitoring.

- A **discretionary** activity consent pursuant to Rule 13.2.3.1 is required for the erection or placement of any structure fixed in, on, under, or over the bed of any Lake. Consent is required for the marina and associated works under this rule.
- A **restricted discretionary** activity pursuant to Rule 13.3.2.1 is required for the extension, alteration, replacement or reconstruction of any structure fixed in, on, under or over the bed of any Lake. The existing jetty structure on the west of the site will be replaced by the wave attenuator. The Council's control is limited to considering effects on human use, heritage and amenity values, the natural character of the Lake as well as effects on defences against water, flow and sediment processes. Consideration is also extended to public access, fish passage, method of construction, duration of the consent, bond, review and monitoring.
- A **restricted discretionary** activity pursuant to Rule 13.4.2.1 is required for the demolition or removal of any structure or any part of a structure that is fixed in, on, under, or over the bed of any Lake. The existing jetty on the west of the site, the Kawarau Jet jetty opposite their office will be demolished as part of the marina proposal. Some piles in the Inlet will also be removed. The Council's control is limited to considering effects on human use, heritage and amenity values, the natural character of the Lake as well as effects on defences against water, flow and sediment processes. Consideration is also extended to public access, fish passage, method of construction, duration of the consent, bond, review and monitoring.
- A **discretionary** activity pursuant to Rule 13.5.3.1 is required for the alteration of the bed of the Lake. The marina and associated works, including the earthworks and piles and screw anchors placed in the Lake bed require consent under this rule.
- A **restricted discretionary** activity pursuant to Rule 14.4.2.1 is required for the erection or placement of any structure, other than a defence against water, with 7 metres of the margin of any Lake. The floating pontoon buildings and marina are within the foreshore area. Council's jurisdiction is limited to the potential for physical access along the river, for works to avoid or mitigate any natural hazard, to be prevented or obstructed, and the degree to which such access will be obstructed.
- The reclamation of the bed of any lake is an unclassified activity pursuant to Section 14 of the RM Act and requires a **discretionary** activity consent. The filling in of the area between the existing foreshore and the new marina wall structure and filling in of the inlet may require resource consent under this provision.

Overall discretionary activity consent is required from the Otago Regional Council.

2.1.4 *The Resource Management Act 1991 (the RM Act)*

This application must be considered in terms of Section 104 of the RM Act. Section 104 *Consideration of Activities* is subject to Part 2 of the RM Act (purpose and principles) and also lists other considerations the consent authority shall have regard to. Considerations of relevance to this application are:

- “(a) Any actual and potential effects on the environment of allowing the activity, including the discretion to disregard an adverse effect of the activity on the environment if the plan permits an activity with that effect;*
- (b) Any relevant provisions of a plan or proposed plan;*
- (c) Any other matter the consent authority considers relevant and reasonably necessary to determine the application.”*

Part 2 includes the purpose and principles of the RM Act. Following assessment under Section 104, the application must be considered under Section 104B and 104D which states:

- “After considering an application for a resource consent for a discretionary activity or non-complying activity, a consent authority—*
- (a) may grant or refuse the application; and*
- (b) if it grants the application, may impose conditions under section 108.”*

Section 104D requires that despite any decision made for the purpose of [[section 95A(2)(a) in relation to adverse effects]], a consent authority may grant a resource consent for a non-complying activity only if it is satisfied that either-

- “(a) the adverse effects of the activity on the environment (other than any effect to which [[section 104(3)(a)(i)]] applies) will be minor; or*
- (b) the application is for an activity that will not be contrary to the objectives and policies of-*
- (i) the relevant plan,”*

2.2 Assessment of Effects on the Environment

2.2.1 Effects Permitted by the District Plan

Section 104(2) of the RM Act states that when forming an opinion for the purposes of section 104(1)(a), a consent authority may disregard an adverse effect of the activity on the environment if the plan permits an activity with that effect. A number of activities are permitted on the site and therefore form part of the permitted baseline for the site.

The land occupied by the reserve designation – QLDC Ref No.165 is subject to the rules listed under 'B: Recreation Reserves' on pages A1-18 and A1-19 of the District Plan. The conditions listed under B effectively form the permitted baseline for much of the site. These state:

"1 Setback from Road

All structures and buildings shall be setback from the road boundary as follows:

Residential Zones: 5m

Rural Zones: 20m"

"2 Separation from Neighbours

All structures and buildings shall be setback from internal boundaries as follows:

Residential Zones: 5m, except for buildings necessary for the storage of equipment used for the maintenance of reserves which may be sited as a residential accessory building.

Rural Zones: 10m"

"3 Height

No structure or building shall exceed the following maximum heights:

Residential Zones: 8m

Rural Zones: 10m

Queenstown Town Centre Zone 8m"

"4 Recession Lines

Within Residential Zones or on boundaries adjoining a residential zone, buildings shall not project beyond a building envelope constructed by a recession line inclined towards the site at an angle of 25 degrees and commencing at 2.5m above ground level at any given point along each internal boundary."

"5 Site Coverage

A single building shall not exceed 100m² in total floor area. The combined total of all buildings on site shall not exceed a maximum of 5% of the total site area. These standards are exclusive of play equipment."

"6 Access and Parking

Shall be provided in accordance with the general Transport Rules."

"7 Surfacing

No more than 30% of the site area in Residential Zones and 20% of the site area in Rural Zones shall be covered by impervious surfaces, including courts, footpaths, swimming pools, car-parking areas and/or areas under lease arrangements."

"8 Glare

All exterior lighting shall be directed away from adjacent properties and roads. No activity shall result in greater than a 2.5 lux spill, horizontal and vertical, of light on to any adjoining property in Residential or Rural-Residential Zone, measured 2 metres inside the boundary of the adjoining property."

"9 Noise

Activities, other than outdoor recreation, shall be conducted such that the following noise levels are not exceeded at the boundary of the site:

Residential Zones: • during day time 40 dBA L10

• during night time 30 dBA L10

Rural Zones: • during day time 55 dBA L10

• during night time 40 dBA L10."

"10 Hours of Operation

Where a site adjoins or faces a residential area no activities shall be conducted from the site between the hours of midnight and 7am."

Permitted activities also include the provision of a car park and minor earthworks that are listed as a permitted activity in the District Plan. The consented development for the site under RM070542 also forms part of the receiving environment. This application provides for less dense development than what is consented under the approved decision. For the purpose of this assessment the report has therefore been structured as a comparison with the receiving environment as approved by the RM070542 consent.

Under section 104(2) of the RM Act, these effects that are permitted by the District Plan can be disregarded.

2.2.2 Effects of structures and buildings

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <ul style="list-style-type: none"> -240 berth marina, with floating pontoons which are 4.8m wide and 1.8m deep, -Floating breakwater, rectangular in shape, approximately 190 metres in length, -Four two storied gabled buildings between Sugar Lane and the Lake, 	<p><i>What is now proposed:</i></p> <ul style="list-style-type: none"> -195 berth marina, -Wave attenuator curved in shape and approximately 320 metres in length, -Up to 30 single storey buildings, most located on floating pontoons, -156 above ground car parks and three bus parks. -Reclamation of the inlet for the above ground car park. -Modification of the shoreline. -Dredging within the Lake which is mainly shallow in nature

<p>measuring approx 13 x 17.4m. Activities in the buildings restricted to marina related activities (note: includes cafes and marina retail and no residential or visitor accommodation is permitted). Buildings are required to be above 100 year flood event levels. Materials to be a mix of corrugated metal with pre-weathered timber. Gable forms to emulate boat sheds.</p> <ul style="list-style-type: none"> -Underground car park for 132 vehicles and 65 above ground car parks. Four bus parks. -Proposed reclamation of the shoreline adjacent to the marina with revetment works in the form of an armoured rock lining of the embankment and retaining walls to prevent wind and wave erosion. -Significant landscaping is proposed. -It is noted that although a site for a commercial jetty was identified in the earlier proposal, it was not included as part of the application. 	<p>although there is a small area which has a maximum cut of 2.4 metres.</p> <p>Proposed conditions of consent:</p> <p>This AEE and the accompanying reports contain proposed conditions to avoid or mitigate potential adverse effects.</p> <p>Comparison of Effects:</p> <ul style="list-style-type: none"> -The area of Lake Wakatipu occupied by the earlier proposal uses approximately 4.5 hectares of the Lake surface whilst the new lease proposal occupies approximately 6.9 hectares of lake surface, although a considerable portion of this is for the placement of the screw anchors and what will be seen on the surface will be significantly less. -The new proposal has 45 less marina berths – 81% of the berths of the consented development. -The proposed buildings are smaller in scale and single story in height. -The development will have 74% of the commercial area of the consented development. -There will be 41 less car parks. -There is no underground car park and as a result there will be less effects to groundwater and less earthworks on land. -The previous proposal realigned Marina Creek with the only culvert being under Sugar Lane and provided an attractive water feature whilst the new proposal culverts the Creek within the site. <p>The Commissioner's findings on effects:</p> <p>Placement of large structure on surface of the Lake has the potential to alter wave patterns and cause erosion. Concerned that scant information was included in AEE on this issue. Consent conditions are sufficient to ensure that the works do</p> <p>Note:</p> <ul style="list-style-type: none"> -To the west of the two residential properties is not altered by the new proposal – the RM070542 proposal had a car park in this location and a car park has since been established at the site. -Earthworks are referred to under a separate heading below.
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<p>not cause flooding, erosion, scouring, land instability or property damage. (Note that effects to amenity, noise, etc, are dealt with under separate headings below).</p> <p>Conditions imposed via the 2009 Consent Order:</p> <p>12. Submit a surveyor's certificate. 13. to 16. Relate to the timing of construction of the buildings. 53. Submit a marina operations plan to QLDC which has full description of activities, parking issues, noise controls, hours of operation within the marina buildings, and measures to be implemented in event of spills including hazardous substances.</p> <p>Advice Note: Development contribution required.</p>	<p>In conclusion, the existing resource consent RM070542 provides for a larger marina than is now proposed and includes considerable built form and associated commercial and residential activity. In comparison, the current proposal is considered to be more modest and functional.</p>
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2.2.3 Effects on Landscape and Visual Amenity Values

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <ul style="list-style-type: none"> -Extensive landscaping is proposed including streetscape planting along Sugar Lane, grassed areas and lakefront interaction associated with the buildings. -Native species preferred. -Reinforced walls will be built 	<p>What is now proposed:</p> <ul style="list-style-type: none"> -Landscaping is proposed along Sugar Lane and the car park area with feature trees along the esplanade. Formal hedges between the car park and the esplanade will provide some shelter from the wind. Seating will also be provided. Stairs, boulders and informal rock retaining will add interest and additional seating within the site and adjoining the Lake edge. The proposed Landscape Layout Plan provides for the inclusion of native species.

<p>adjacent to the Lake - stairways will provide access to the Lake, a lookout point, and picnic areas.</p>	<p>Findings of the Landscape Assessment:</p>
<p>The Commissioner's findings on effects:</p>	<p>The Landscape and Visual Effects Assessment Report concludes that the proposed marina and associated activities will be potentially visible from a considerable visual catchment that takes in the Frankton Arm and some surrounding land. The consented marina would be visible from an identical catchment.</p>
<p>-Proposed landscaping is appropriate.</p>	<p>The landscape and amenity related effects of the proposed activities are summarised in the Report as follows:</p>
<p>-Preference given to native species.</p>	<p><i>"In relation to distant terrestrial observers, the specific marina that is proposed will form a perceivable part of the landscape for many observers in the broader landscape. Depending upon viewing distances, the marina may be a relatively significant element in an observer's landscape experience, or it may be a minor part of a broad scene. Given the design of the proposed marina development and given the character of the environment that it will sit within (including activities anticipated by the District Plan); it is considered that while the proposal will bring change, it will not degrade or detract from the amenity and landscape experience that these observers currently enjoy.</i></p>
<p>Conditions imposed via the 2009 Consent Order:</p>	<p><i>In relation to nearby terrestrial observers, the immediate environment of the Sugar Lane vicinity will change considerably. It will become more treed and somewhat more enclosed. Pedestrian routes and areas will be more formalised and legible and the nearby esplanade area will provide pleasant outdoor spaces. The improved pedestrian routes will provide links into the Frankton Arm Walkway that are more segregated from vehicles. Despite the considerable change, the conclusion is that there will not be any significant adverse amenity or landscape related effects for the relevant commercial operators and/or their customers; as the proposal is likely to improve amenity.</i></p>
<p>19. Sycamore tree on boundary to be removed by consent holder.</p>	
<p>22. Final colours and materials for buildings and hard landscaping surfaces to be submitted to the QLDC prior to development commencing. Recessive colours required.</p>	
<p>23. Final landscaping to be submitted for approval with landscaping plan – emphasis on native indigenous plants required.</p>	
<p>24. Maintenance of landscaping and parking to be responsibility of consent holder unless lease with QLDC that shares this.</p>	
<p>27. Details of street furniture to be submitted to QLDC prior to development commencing.</p>	

The Report notes that in relation to the two nearby residential properties (the Warrington properties); the proposal will change their immediate environment and will increase busyness. However views from the dwellings will not be significantly impeded and nearby public spaces and trails will improve.

*In relation to **users of Frankton Arm**, the proposed marina will increase the degree of human modification of the Arm and will increase general busyness and visual complexity. However, these changes to the landscape will be located in an area that already is characterised by considerable boating activity. As such, the conclusion is that the proposal will amount to an intensification of boating character rather than an alteration of existing character and that that to most users of Frankton Arm this will not be perceived as an adverse effect”.*

The overall conclusion is that the landscape and amenity effects of the proposal accord with what is expected in the District Plan for Frankton Marina. A marina will appear in a location that has been notated for this activity since at least 1989. The proposed design provides for attractive buildings, significant tree planting and other landscaping and will provide improved public spaces that will enhance public amenity.

Proposed conditions of consent:

Prior to certification pursuant to section 224(c) of the Resource Management Act 1991, the consent holder shall complete the Landscape Layout Plan approved by this resource consent, dated XXXX.

Comparison of Effects:

The existing resource consent RM070542 provides for a larger marina than is now proposed and includes

	<p>considerable built form and associated commercial and residential activity. In comparison, the new proposal is considered to have reduced effects in terms of scale, with a functional design that provides improved facilities for both marina users and the general public that use the site. The buildings will have an attractive marine appearance consistent with the marina and contributing to the appearance and experience of users of the site. For these reasons, it is considered that the proposal has less than minor adverse effects in terms of visual and amenity values.</p>
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2.2.4 Effects of construction activities including site earthworks

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <p>-The AEE specified a total volume of 38,500m³ of cut and 49,600m³ of fill. A total of 88,100m³. The intention was for the earthworks be undertaken in four stages.</p> <p>-Earthworks volume is high due to earthworks required for the basement car park.</p> <p>-Minor excavations are also required to extend the car park building platform beyond inlet cavity (max cut of 3.5m as part of the underground car park and a max height of 5m of fill at the entrance of the inlet to obtain finished ground levels) as well as for site preparation, reshaping of the lake foreshore and for landscaping.</p>	<p><i>What is now proposed:</i></p> <p>The overall volume of earthworks including both Stage One and Stage Two is approximately 18,003m³. The activities with potential to create adverse effects in terms of earthworks include:</p> <ul style="list-style-type: none"> • Diverting Marina Creek, • Filling the existing inlet for the car park, • Formation and construction of road and car park areas, • Construction of the esplanade (wall and fill), • Lake bed excavation, • Excavation for drains and underground services. <p><i>Comparison of Effects:</i></p> <p>-The volume of earthworks is much less with the new proposal, although it is noted that a considerable amount of the activity will be carried out within Lake Wakatipu.</p> <p><i>Findings of Engineering Assessment:</i></p> <p>The Engineering report contains the proposed methods of</p>

<p>The Commissioner's findings on effects:</p> <p>Page 40 refers to the earthworks, but makes no further comment.</p> <p>Conditions imposed via the 2009 Consent Order:</p> <p>36. Prepare a contingency plan and photo survey to obtain benchmark readings so can monitor if any movement as result of earthworks, provide details of engineer and require bond to be paid to QLDC.</p> <p>38. Implement measures in Site Management Plan as well as any deemed necessary by ORC.</p> <p>39. Final designs of all earthworks and geotech reports to be peer reviewed by third party engineer.</p> <p>40. Earthworks are to be monitored.</p> <p>41. Necessary temporary retention systems to be installed as soon as practicable.</p> <p>42. Implement measures to prevent debris on roads.</p> <p>43. Standard QLDC vibration condition.</p> <p>44. Prior to construction of buildings an engineer shall certify for all areas of fill on the site.</p> <p>45. Submit an as built plan of the fill to QLDC within 8 weeks of completion of the works.</p>	<p>construction and effects of building the marina structures and associated works.</p> <p>With regard to the proposed Lake bed excavation, the Engineering report advises that the volume of material to be removed is modest and within the capability of a small hydraulic excavator working from the shore. The materials are mainly fine silts and with some silty sand and fine to medium gravels. A silt fence (fine mesh) will be placed around the area of excavation to contain sediments disturbed by the operation. The materials will be used to backfill behind the esplanade wall, an area where low bearing capability is acceptable.</p> <p>The main accessway to the marina berths running parallel to the shore, and the floating buildings connected to it will be secured by steel or pvc piles. The small jetty at the launching/haul-out facility will be on steel piles. These will be driven by a light vibro-hammer on a small crane or excavator. This will create a low level of noise at a moderate frequency. This may be annoying to some people but the duration for each pile is expected to be less than 20 minutes and, as for other works, will be restricted to 7am to 6pm, Monday to Saturday. Similarly, the steel "soldiers" supporting the esplanade wall will be driven from the shore. Noise levels will be modest and of brief duration. The precast concrete spandrel panels between the "soldiers" will be placed by crane and there will be minimal adverse effects.</p> <p>The individual pontoon units for the floating attenuator, marina berths and floating buildings will most likely be constructed off-site. The units will then be assembled on a temporary bed close to the shoreline, to form large sections (e.g. berth fingers) which will be launched and towed to their location on the lake and connected to the anchors previously installed. The equipment used in the land based construction process</p>
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46 – 48 and 50. Standard earthworks conditions.

will be road transport vehicles and mobile cranes. The service buildings will be single level, of light construction with slab-on-ground type foundations. There will be minimal adverse effects from construction.

Spillage or leakage of lubricants or hydraulic oil from machines will not be tolerated but any accidental spill will be treated to prevent entry into the lake.

Towage to the mooring locations and connection of anchor warps will involve the use of workboats. Noise levels will be low, wake generated will be negligible and the boats will be under survey to ensure compliance with MNZ Safety and Anti-Pollution Rules.

Screw anchors for the breakwater and berths will be installed by a dedicated, barge mounted rig which has its own rigid leg anchoring system. It will be moved by a work boat as referred to above. The machinery on the barge is designed and maintained to avoid any spillage or pollution from engine or hydraulic oils. The installation of the anchors will create very minor disturbance of the lake bed, only a few centimetres more in diameter than the anchor plates which will be in the order of 1.5m. This disturbance will settle soon after each anchor is placed. Based on previous experience with testing anchors there will be no visible turbidity of the lake waters. The anchor warps with their tensioning units will be connected to the anchors when the pontoon sections are put in place.

The Engineering Report advises that the earthworks and associated construction activities will involve heavy machinery and will have the potential to create a dust nuisance in dry, windy weather and sediment laden run-off in wet weather. Heavy machinery and in particular compactors used to consolidate fill and pavement construction will create noise. The effects will be mitigated to the extent that the contractors

	<p>are bound to comply with QLDC restrictions as prescribed in the District Plan. Construction works will be restricted to the hours of 7am to 6pm Monday to Saturday and will be strictly enforced, particularly as there are residential properties within 50 to 100m of the location of the earthworks. The effects of dust will be mitigated as far as practical by wetting down excavated areas and dampening dusty materials while being handled. The site earthworks will be subject to an approved construction site management plan.</p> <p>Stormwater runoff from excavated and filled areas will be collected in a ponded area to allow settlement of sediments before discharge to the lake. Sediment fences will also be established where construction works are immediately adjacent to, or on, the lake bed, further reducing the change of suspended sediments spreading into the immediate lake area.</p> <p>During construction of the road and car parks, there will be disruption to and possible diversion of traffic in the marina area. Owners/occupiers of properties affected will be informed and disruptions will be kept to a minimum through careful planning. The diversion of Marina Creek and in particular, construction of the diversion culvert, will interfere with access to the public ramp and Fishermans Wharf. Disruption will be minimised by planning and will be timed to avoid inconvenience at weekends.</p> <p><i>Proposed Conditions of Consent:</i></p> <p>Prior to the commencement of any works on the site the consent holder shall provide a construction site management plan to Council for approval. The site earthworks and construction of the marina shall be carried out in accordance with the provisions of the approved plan and shall remain in place for the duration of the project, until all exposed areas of earth are permanently stabilised.</p>
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Conditions can also be included to ensure that the works once completed, do not cause any flooding, erosion, scouring, land instability or property damage; and that the consent holder would be required to remedy any such damage. It is suggested that these works be subject to conditions of consent similar to those listed for the ORC land use consent for foreshore works and jetty construction under the previous RM070524 consent (*Consent Numbers 2007.373, 2007.374 and 2007.375*) Conditions 60 to 94 and *Consent Number 2007.377* Conditions 103-113).

The previous consent conditions relating to the diversion of the stream and placing it in culvert also are applicable to this application. These are *Consent Number 2007.379* Conditions 119 to 130 and *Consent Number 2007.382* Conditions 152 to 164.

Comparison of Effects:

The overall volume of earthworks is much less than the earlier proposal, as no underground car park is proposed. The result is that there will be less truck movements and less rock breaking / vibration, resulting in reduced noise / nuisance effects. Conditions can be placed on the consent to avoid or mitigate adverse effects.

It is likely that there will be some minor adverse effects to Lake Wakatipu during the construction period even with environmental best practice measures. These effects will be of short duration limited to the construction period.

2.2.5 Infrastructure Effects

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <p>-Water will be provided from the existing QLDC reticulated water main in Sugar Lane. A network of gravity pipes will collect wastewater from all the buildings and deliver it to the required connection point to the existing Council reticulation. Stormwater flows will be controlled by a piped drainage system to collect, treat and drain water from the developed area and dispose of it to Lake Wakatipu.</p> <p>The Commissioner's findings on effects:</p> <p>Engineering issues were determined to be either resolved, or able to be dealt with through appropriate management plans.</p> <p>Conditions imposed via the 2009 Consent Order:</p> <p>32 – 34(a) – (i) 35. Standard QLDC engineering conditions were imposed.</p>	<p>What is now proposed:</p> <p>Water supply, stormwater and wastewater will be disposed of into the existing Council reticulation, which is available within the formed carriageway of Sugar Lane. Existing stormwater disposal points will be incorporated into the design of the marina. Power will be reticulated from an existing provider. All lines will be underground from the existing reticulation.</p> <p>With regard to stormwater disposal it is suggested that this be subject to the conditions of consent listed for the ORC discharge permit (<i>Consent Number 2007.367</i>) Conditions 25 to 34.</p> <p>Comparison of Effects:</p> <p>The infrastructure requirements for the new proposal are similar to the approved consent. Although the scale of the marina has been reduced the same infrastructure / diameter pipes, etc are likely to be required.</p> <p>The infrastructure to service the marina is anticipated to have less than minor adverse effects subject to appropriate consent conditions.</p>

2.2.6 Traffic Effects

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <ul style="list-style-type: none"> -Total of 197 car parks. -Underground car park for 132 vehicles with 65 above ground. -120 for berth owners, with 12 for staff and the public. 65 above ground for public use. -Ramp access from the underground car park to the marina. -Above ground trailer park to provide temporary parking to the public using the boat ramp. -Four parks for buses at the eastern end of the site disembarking onto the footpath close to the commercial wharf area. -Some cycle parking. <p>The Commissioner's findings on effects:</p> <p>Concern was raised by submitters over the proposal causing a worsening of congestion at the SH6A / Sugar Lane / Marina Drive intersection. Transit NZ submitted that the intersection should be upgraded. The Commissioners concluded that a site traffic management plan should be required and should cover all traffic related</p>	<p>What is now proposed:</p> <ul style="list-style-type: none"> -Total of 156 above ground car parks. -14 car parks for the mobility impaired and four parks capable of accommodating car and trailer combinations. -Three parallel bus parks will be located on the southern-most side of Sugar Lane near to the entrance to the site. -A 30m loading zone will be provided. -Bicycle parking will be provided. <p>Findings of Transport Assessment:</p> <p>A transport assessment of the new proposal has been prepared by Bartlett Consulting, dated January 2014, included in Attachment [L]. This report provides a traffic assessment for the current proposal with relation to the previous approved development. The report notes that the final make up of activities within the commercial space is unknown at this stage. The traffic assessment based on likely uses indicates that between 142 to 163 parking spaces are required for the completed development against the 156 spaces and 30m of loading zone (five cars) provided. This suggests that the amount of parking is anticipated to be sufficient for the proposed usage. The additional facilities for pedestrians and cyclists and bus users encourage alternative modes of transport for staff and visitors, reducing the impact on adjacent car parking.</p> <p>A traffic generation for the proposal shows that it will have less impact on the adjacent road network than the previously approved marina development. This is based on the proposed traffic generation creating a peak period traffic generation approximately 23% less than the approved marina</p>

<p>matters during construction and thereafter</p>	<p>development.</p>
<p>Conditions imposed via the 2009 Consent Order:</p>	<p>The report concludes that the greatest effects of the proposal from a traffic perspective is that resultant traffic will have an impact at the nearby intersection of Frankton Road (SH 6A), Marina Drive and Sugar Lane. Modelling undertaken for the approved development by Traffic Design Group shows that the Sugar Lane approach to this intersection is already operating at capacity during the weekday evening peak period. Therefore any additional traffic during this period will generally increase queue lengths. The modelling for the approved marina showed that this approach could have a maximum queue of between 11.8 and 12.2 vehicles. It is expected that the new proposal will, although less, have a similar impact. To manage these impacts the NZ Transport Agency will be consulted to develop a methodology to manage traffic impacts at the intersection and on the State Highway network.</p>
<p>18. Location of hard stand boat facility is to be altered to an area east of the existing boat shed.</p>	
<p>20. Car parking area at the eastern end of the site has to be altered.</p>	
<p>21. Establishment of car parks as noted in 20 is to be delayed as long as possible.</p>	
<p>34(i) Sealed manoeuvring and parking areas to QLDC stds, car parking survey carried out within 6 months at Consent Holders expense, (j) No construction permitted until \$230,000 is paid by the Consent holder to Transit NZ, for the upgrading of the SH6A / Sugar Lane intersection.</p>	<p>Assessment of District Plan Transport Chapter Rules:</p>
<p>(k) Submit a design which ensures that appropriate sight distances / visibility is achieved for drivers exiting north-eastern car park.</p>	<p><u>14.3.2(i) Controlled Activity - Parking Areas, Location and Method of Provision</u></p>
<p>(l) and (m) Alterations required to details of the basement car park.</p>	<p>The car parking provided is located close to the floating marina structure and commercial buildings. This layout provides good connectivity between the car park and the onsite activities. Within the car park area there are a number of pedestrian paths, these also form part of the parking spaces provided for mobility impaired users. These paths improve pedestrian links within the parking area and to the pedestrian accesses onto the floating marina structure.</p>
<p>(n) Submit a specific site traffic management plan.</p>	<p><u>14.3.2(ii) Controlled Activity and Site Standard – Landscaping</u></p>
<p>37 Submit construction traffic and pedestrian management plan to QLDC, prepared and implemented by a site traffic management supervisor.</p>	<p>The car parking area will have landscaping area provided around the boundary. This landscaped area will include planting and pathways. The pathway provided to the north of</p>
<p>53(ii) Submit measures to control</p>	

<p>traffic and parking, including a parking allocation plan.</p>	<p>the car park is provided as an off road route to provide for the continuation of the Queenstown Trail. This trail is proposed to be 4m wide to cater for pedestrian and cycle traffic. There is also a landscaped area to the south of the car park area. This landscaping separates the car park from the floating marina structure and will also include pedestrian paths which will provide an alternative pedestrian route for the Queenstown Trail.</p> <p><u>14.3.2(iii) Parking and Loading Provision</u></p> <p>The development is well serviced by alternative transportation modes such as the provision of nearby bus stops on Frankton Road. Additionally, the development is located adjacent to the Queenstown Trail, a walking and cycling trail between Queenstown and Frankton with links to the greater Wakatipu area. These modes of travel should be encouraged especially for staff located at the facilities within the development. The assessment of parking shows car park requirements of between 142 to 163 spaces. This suggests that the parking provision will accommodate all building uses. The makeup of the parking provided is sufficient to cater for the likely vehicle types anticipated which includes three coach parks and four parks for car and trailer combinations. The current businesses on Sugar Lane use a considerable amount of space for parking and storage of vehicles or equipment. This means that there is unlikely to be any available parking on-street as a result of the existing adjacent land uses. Coach parks have been provided on Sugar Lane which will cater for some of the existing marine based tourist activities such as jet boat operations.</p> <p><u>14.3.2(iv) Parking and Loading Area and Entranceway Design</u></p> <p>It is possible that the parking area will be used in the evening period, particularly if a restaurant is included in the commercial development. Lighting will be provided in the car park area, this would be designed in accordance with the</p>
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QLDC District Plan and Southern Light, the QLDC Lighting Strategy.

Within the development there is a fuel tank. This is for a boat fuelling pump located on the floating wharf structure. It is anticipated that this tank will be refilled on a regular basis by fuel tankers. During refuelling the tanker would be parked in the car park aisle at the western end of the car park. If a parked fuel truck would take 3m against the edge of the aisle this leaves 6m for turning vehicles. Due to the relative short time that a fuel truck would be parked here it is unlikely to have any impact on vehicles manoeuvring within the car park.

14.3.2(v) Access

The proposed car park arrangement has insufficient queuing length when measured against the District Plan, which requires that car parks with between 101 and 150 spaces have a queuing length of 24m. For more than 150 spaces the required queuing length is 30m. The measured queuing length is 24m for the 156 space car park. At the position of the first car park the aisle width is measured as 23m, this allows for sufficient space for an entering vehicle to pass a manoeuvring vehicle at the first car park. The report concludes that it is unlikely that this non-compliance will have a detrimental impact on the safety of the car park or the adjacent road network.

14.3.2(vi) Maximum Gradient for Vehicle Access

The proposed access and parking area is on generally flat ground, gradients will be minimised without compromising drainage and stormwater runoff. There will be no issues as a result of gradient.

14.3.2(vii) Vehicle Orientated Commercial Activities Including Service Stations and Rural Selling Places

The marina development is generally not a vehicle orientated

commercial activity although a number of vehicles that enter this development will have specific manoeuvring requirements. It is anticipated some larger vehicles will enter the development and particularly car and trailer combinations. To accommodate these vehicles the parking area has been designed to include a number of larger parking spaces, there are four parking spaces which are 2.7m wide by 9m long to accommodate larger vehicles. Additionally the aisle widths within the parking area have been increased to 7m in one way aisles and a minimum of 9m for two way aisles. The parking area is designed to accommodate larger vehicles that may be anticipated.

With regard to the effects of the proposal on the roading network during the construction period, the most significant effect is anticipated to arise from road transport operations involving the delivery to site of large precast concrete pontoons, aggregates for road and pavement construction, fill and building materials. The effect of the increased traffic on the already busy Frankton Road will be minor but there is a high probability that there will be congestion in the access road and parking areas at the site with consequent inconvenience to the existing businesses. The close-by residents will not experience more than minor effects.

Comparison of Effects:

The conclusion of the Traffic Assessment report is that the reduced scale of the overall development, including the reduced number of car parking is anticipated to cause less potential adverse effects than the current approved consent on the roading network, including the Sugar Lane / SH6 intersection.

It is noted that there is a reduced amount of earthworks and no anticipated effects to groundwater, thus resulting in less

	<p>truck movements during construction, as no underground car parking is required. It is noted that there may be disruption of traffic movements on the site during the construction period. These adverse effects can be mitigated through the implementation of an approved construction site management plan which includes conditions relating to traffic management on the site for the duration of the construction period.</p>
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2.2.7 Noise Effects

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <ul style="list-style-type: none"> -The proposal is already outlined above in terms of number of berths and buildings. - The previous decision was for 50dBA L10 – daytime and 40dBA L10 night-time. <p>The Commissioner’s findings on effects:</p> <ul style="list-style-type: none"> -Issues relating to noise can be addressed by appropriate conditions of consent. <p>Conditions imposed via the 2009 Consent Order:</p> <p>49. Submit a construction noise management plan to QLDC prior to construction.</p> <p>52 Hours of operation restricted to</p>	<p>District Plan Requirements:</p> <p>For the portion of the site that is within the Low Density Residential zone, the noise limits set by the District Plan are:</p> <p><i>“Rule 7.5.6.3(vii)(a) sound from non-residential activities</i> <i>(a) Sound from non-residential activities measured in accordance with NZS 6801:2008 and assessed in accordance with NZS 6802:2008 shall not exceed the following noise limits at any point within any other site in this zone:</i></p> <ul style="list-style-type: none"> <i>(i) daytime (0800 to 2000 hrs) 50 dB LAeq(15 min)</i> <i>(ii) night-time (2000 to 0800 hrs) 40 dB LAeq(15 min)</i> <i>(iii) night-time (2000 to 0800 hrs) 70 dB LAfmax’</i> <p>The exact same provisions apply for non-residential activities within the Rural General zone.</p> <p>Findings of Environmental Noise Assessment:</p> <p>An Assessment of Environmental Noise Effects report has been prepared by Malcolm Hunt Associates, dated 29 January 2014, included in Attachment [M]. This report assesses the potential noise effects of the proposal. The report notes that ambient sound levels were measured in the vicinity between 8.30am and 11am on 25 March 2009. Overall these</p>

<p>8am to 7pm Monday to Friday. No works to be undertaken on public holidays. Note: separate noise condition relating to the use of the buildings on the site.</p>	<p>measurements confirmed that the existing receiving environment has moderately high ambient sound levels during daytime hours, affected by traffic sounds and aircraft using the Queenstown Airport. An assessment was undertaken of the potential noise likely to be generated by the new marina proposal.</p> <p>The conclusion of the report was that the marina will produce only modest levels of noise. While there will be a wide variety of maritime and boat related activities that will take place on-site, only a portion of these activities are assessed as having the ability to potentially emit significant noise. Mostly the noise from the site (if any) will be low levels of vehicle sounds associated with the use of the car park. Sounds from the berths will be related to vessel maintenance, involving the use of power tools, hand tools and the like and this cleaning and testing will be similar to noise often found in a domestic setting. Maintenance noise levels are assessed as likely to be no more than minor and to generally not be audible beyond the site boundaries. The report noted that a Noise Management Plan will be prepared to specifically address noise mitigation measures during the marina construction period.</p> <p>The report notes that cumulative noise from the proposal once established is predicted to be received at less than 40 dBA at the closest dwellings across SH6A from the marina location. However the closest residential dwelling at 819 Frankton Road, will experience likely levels up to 50 dBA during busy daytime periods in summer. The report states that given the ambient noise climate associated with traffic on SH6A and air transport noise, this will result in minor noise effects to this party.</p> <p>The report contains a list of recommendations to mitigate potential noise at the site. The overall conclusion is that the</p>
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	<p>activities on the site are able to be carried out in compliance with the noise levels prescribed in the District Plan, subject to recommended mitigation measures and a Construction Noise Management Plan adhered to during the construction phase.</p> <p>Comparison of Effects:</p> <p>The scale of the new proposal is reduced, however the potential effects of noise are anticipated to not be too dissimilar to the previous proposal. In any case, the marina development once completed is anticipated to comply with the noise requirements listed in the District Plan. The construction site management plan will address noise effects during the construction period. For these reasons adverse effects in terms of noise are considered to be minor.</p>
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2.2.8 Effects on water quality

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <p>Underground car park will require groundwater control measures. During construction dewatering is required.</p> <p>The Commissioner's findings on effects:</p> <p>Issues related mainly with the discharge of stormwater, washdown water (ORC and Tangata Whenua concerned about this) and</p>	<p>What is now proposed:</p> <p>Detailed above.</p> <p>Assessment of Effects:</p> <p><i>During construction:</i></p> <p>The effects during construction have been addressed under Heading 2.2.4 above.</p> <p><i>Once construction has been completed:</i></p> <p>The Engineering Report concludes that the height of waves in the lee of the attenuator will be reduced. There is no</p>

<p>disturbance during construction.</p> <p>Consent conditions can be imposed that ensure that effects on water quality will be no more than minor.</p> <p>Conditions imposed via the 2009 Consent Order:</p> <p>34(f) Consent holder shall liaise with QLDC asset managers as to design requirements for wash down areas.</p> <p>34(g) Suitable reticulation / connections shall be provided with design submitted to ORC and QLDC.</p> <p>Costs of installation shall be borne by the consent holder.</p>	<p>evidence of an active littoral transport regime on the shoreline east of the marina and any reduction in erosion from wave action will be beneficial. There is no measurable current over the marina site other than surface flows induced by wind shear. The marina structures and boats will interfere with these flows but there will no effect on water quality as a consequence. The increased number of boats and the anticipated arrival of larger craft will create more boat wakes than at present. There is little evidence of erosion from this source in the marina area. The wave attenuator will protect a significant length of the shore line from wakes generated offshore and the 5 knot speed restriction within the marina will ensure that wakes generated there will be minor.</p> <p>Comparison of Effects:</p> <p>The new proposal includes dredging which has the potential to create more than minor adverse effects if not well managed. The consent will be subject to conditions of consent including monitoring conditions to ensure that the water quality of the Lake is retained.</p>
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2.2.9 Effects on ecology

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <ul style="list-style-type: none"> -Small reclamation. -Diversion of small, un-named creek for underground car park. -Modification of the foreshore. -A new culvert is required to flow under Sugar Lane. -Two pedestrian bridges are 	<p>What is now proposed:</p> <ul style="list-style-type: none"> -Earthworks as already outlined above, including the dredging required in Lake Wakatipu, reclamation of the inlet and altering Marina Creek to be in a culvert. <p>Assessment of Effects:</p> <p>The above activities either in, or in close proximity to, the Lake have the potential to adversely affect aquatic flora and</p>

<p>proposed over the Creek.</p> <p>The Commissioner's findings on effects:</p> <ul style="list-style-type: none"> -The site contains no areas of significant indigenous vegetation or fauna. -Three main species of freshwater fish exist in the locality. -The proposed reclamation is minor in scale and is not expected to result in the loss of significant rare habitat. -Effects on ecology are expected to be minor, subject to compliance with consent conditions. -Modification of the shoreline would result in short term increases in sediment deposition affecting ecology; however it is expected that these communities would recover after completion of the works. -Risk of introducing pest species rose in the submission from Te Runanga; however no evidence was presented to support this. <p>Conditions imposed via the 2009 Consent Order:</p> <p>25. Qualified ecologist to approve final design of creek realignment to ensure culvert does not restrict fish movement.</p>	<p>fauna. These effects are associated with machinery disturbing the Lake bed and water and causing sedimentation of the Lake waters. These potential adverse effects can be avoided or mitigated by appropriate conditions placed on the consent.</p> <p>Comparison of Effects:</p> <p>The culvert is not as good an option as stream realignment which provides an attractive water feature and is better from an ecological viewpoint</p> <p>The dredging of the Lake is a significant aspect of the new proposal that can potentially have detrimental effects to the Lake if not properly managed, as outlined above.</p> <p>Conditions similar to those previously imposed will ensure that potential adverse effects in terms of ecological values are avoided or mitigated.</p>
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2.2.10 Effects on public access / recreational users

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <p>-West end of site trailer park will provide temporary parking for the public using the boat ramp. Layout of site designed to minimise pedestrian-vehicle conflict. 65 above ground parks for public use and four bus parks.</p> <p>-Frankton track altered so that the public can travel through the site without stopping, however there is one area where a safe crossing is required across Sugar Lane.</p> <p>The Commissioner's findings on effects:</p> <p>Effects in terms of public access and recreation are mainly positive as the proposal creates new opportunities for public access to the Lake. Any adverse effects can be addressed via consent conditions.</p>	<p><i>What is now proposed:</i></p> <p><i>Users of the Queenstown Trail:</i></p> <p>A change in the alignment of the Queenstown trail is proposed which provides for two routes through the site, a fairly direct route in front of the commercial buildings and a scenic route with amenity seating, etc adjoining the Lake.</p> <p>Comparison of Effects:</p> <p>The Landscape Report in Attachment [G] concludes in Paragraphs 90 and 99 that the amenity of users of the walkway network and associated public spaces will be improved by the proposal. This is because the more direct route will provide increased legibility and safety as a thoroughfare, whilst the esplanade area and associated spaces will provide open, pleasant, green, multi-use public spaces that allow visual interaction with the lake and with the moored vessels of the marina. The public will also be able to access the floating marina structure that follows the front of the floating buildings and the Lake edge steps and informal boulder area. Overall the conclusion is that the public amenity asset of the Frankton Arm walkway will be increased in value by the proposal.</p> <p><i>Users of Lake Wakatipu:</i></p> <p>Existing boating activities in the area to be occupied by the marina and adjacent waters are:</p> <ul style="list-style-type: none"> • Boats moving to and from the public launching ramp. • Hire charter boats operating from the adjacent

	<p>commercial facility including the fuelling berth.</p> <ul style="list-style-type: none"> • Commercial jet boats based at their workshop and servicing facility at the marina site. • Small recreational craft using the shallow water to the north-east of the marina site. <p>Taken in the above order, the assessed effects of the marina are:</p> <ul style="list-style-type: none"> • Trailer boats generally use the main body of Frankton to the west of the marina site or go to the open waters of the lake. The marina will have no practical effect on the activities of these craft. • Hire and charter boat activities can continue to operate as at present so there will be no adverse effects on navigation as a result of the marina development. Commercial jet boats which are presently launched off the beach will no longer be able to do so. The beach will be enclosed by the marina and the esplanade. These craft will be able to use the existing public ramp, which is their common practice currently. The beach will be enclosed by the marina and the esplanade. It is expected that the major operator, Kawarau Jet Ltd., will renew their interest in developing a new workshop and servicing facility, within the new marina basin. There is space for such a facility at the eastern end of Stage One. • Provision may be made for short-term private craft to tie up at the marina and use the facilities if there is demand for this. There are several small privately owned jetties in the area east of the site. These will be unaffected. <p>The marina will not impede navigation in the Frankton Arm. Kawarau Jet Ltd does occasionally pass through what will be the south-western corner of the marina on passage from their base to the Kawarau River. The presence of the marina will</p>
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	<p>result in a deviation of less than a few metres from the direct route presently used. The marina will result in water-borne traffic converging in the approaches to the marina entrance, both in-bound and out-bound. There will be no physical restriction to navigation outside the marina and the normal navigation rules should provide adequate means to minimize the risk of collisions. Inside the marina, navigation will be restricted particularly where there is likely to be most activity, i.e. at the entrance. The legally enforceable limit of 5 knots will be applied to all waters within the marina and within 200m of the entrance. Navigation marker lights to IALA requirements will be provided on the attenuator.</p> <p>Comparison of Effects:</p> <p>The proposal is considered to have similar effects as the previous proposal, many of which are positive in terms of enabling greater public enjoyment of Lake Wakatipu and improved public access through the subject site.</p>
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2.2.11 Effects on adjoining neighbours

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <p>Detailed above.</p> <p>The Commissioner's findings on effects:</p> <p>The neighbours' concerns related to effects on amenity, including the potential adverse effects of the commercial buildings and effects on views and privacy. It was determined</p>	<p>What is now proposed:</p> <p>-Detailed above. The proposal will change the immediate environment of Sugar Lane considerably. The area on the southern side of the road formation that currently accommodates the inlet and gravel areas will provide a formalised car park, separated from Sugar Lane by a footpath and strip of landscaping including canopy trees. Beyond the car park area will be the landscaped esplanade forming the Lake edge.</p> <p>Assessment of Effects: Commercial users:</p>

that the application could be approved, subject to consent conditions to avoid or mitigate the potential effects of the proposal on neighbouring properties.

Conditions imposed via the 2009 Consent Order:

-Included conditions on issues such as noise, lighting, traffic control, etc as detailed above, which impact on neighbouring properties.

In relation to the amenity that is experienced by the commercial operators of Sugar Lane and their customers, the attached Landscape Report concludes that that the proposed situation will represent an improvement. Sugar Lane itself will become more treed and enclosed. Pedestrian routes and areas will be more formalised and legible. The nearby esplanade area will provide pleasant outdoor spaces that can be used for lunch breaks, informal recreation, etc. The more formalised and legible pedestrian routes will provide links into the Frankton Arm Walkway that are more segregated from vehicles. Views out from these commercial properties will change markedly but it is not considered that there will be any significant adverse amenity or landscape related effects for the relevant commercial operators and/or their customers.

The Mantra Marina Apartments at the north-eastern end of Sugar Lane are a commercial visitor accommodation facility. The western end of these apartments is adjacent to the north-eastern end of the proposed car-park area. These westernmost apartments currently gain views across the Frankton Arm towards the Remarkables and Peninsula Hill. Part of the foreground of these views is the roughly formed gravel car-park area that lies to their immediate southwest. This roughly formed space will be replaced by part of the more formal car-park under the proposed situation. The north-eastern end of the esplanade space with its trees and lake edge steps will also form part of the relevant view-shaft from the apartments. The north-easternmost proposed building (Building S30) is considerably southwest of the apartments in the vicinity of the existing toilet building and will not impede views to the lake and mountains beyond. Vessels moored in the north-eastern part of the marina itself will form a part of these views, sitting on the lake surface, with open water beyond. In relation to the users of the Manta Marina Apartments it is considered that the foreground of some views

will change and become more formal but the composition of the views (most importantly visual access to the lake) will not be adversely affected. As mentioned in relation to the users of the Sugar Lane commercial properties, users of the Mantra Marina Apartments will benefit from the improved public recreation and amenity spaces and better connectivity, legibility and segregation of pedestrian routes.

Assessment of Effects: Residential neighbours:

The two residential properties at the south-western end of Sugar Lane are owned by the Warrington Family (819 and 823 Frankton Road). A residential dwelling is located on each of these properties. The eastern boundary of these properties (i.e. the frontage onto Sugar Lane) is well treed, hence the residences are relatively private with limited visual access to the Sugar Lane area itself. Notwithstanding this, views are available:

- in an easterly direction across the small inlet, through willows to the lake surface and the Remarkables,
- in a south-south-easterly direction across the Fisherman's Pier area to the lake surface and Peninsula Hill and Cecil Peak.

The south-south-easterly view outlined above that is available from the two Warrington properties will largely be unaffected by the proposal itself. No new elements will appear in this view. The easterly view will be affected in that the proposed treed car-park area will be in the immediate foreground. The upper parts of the gables of the proposed floating buildings will be visible and beyond them the moored vessels within the marina will be a prominent part of the lake surface that will be backed by Frankton and the Remarkables. The foreground will be more busy and formal than under the existing situation. As discussed above, pedestrians and vehicles will be more segregated. Designed

seating and informal recreation areas will be created and connectivity to the Frankton Arm Walkway will be improved. The conclusion is that with regard to the amenity and landscape experience that is enjoyed by users of the Warrington properties, the proposal will change the character of the public realm of the Sugar Lane area considerably, as has been described. Obviously, this public area is at the doorstep of the Warrington properties. They will be adjacent to a more formal, more designed and busier public area. They will gain the benefits of the public spaces and connectivity as has been described for other users. Overall, while change will be considerable, it is not considered that this change can be described as adverse in terms of amenity, particularly given the aspects of the receiving environment such as District Plan designation area 165 - Frankton Marina Local Purpose Reserve and the existing resource consent RM070542. The owners and occupiers of these properties cannot realistically expect the Sugar Lane area to remain unchanged in the future.

Assessment of effects: Operators and users of facilities on public land:

The Boat Shed Café, the Scout Den, the boat ramp and Fisherman's Pier and associated buildings are situated on public land but are used by commercial operators or specific groups within the community. These facilities all lie to the southwest of the area of the proposed activities. In relation to landscape and amenity matters, the general increased busyness of the Sugar Lane area will have some effect on users of these facilities however, the immediate surroundings of these facilities and the amenity that is currently enjoyed from them will not be affected.

Comparison of Effects:

The current proposal is considered to have less adverse effects to the adjoining neighbours due to its reduced scale. It

	is noted that all the adjoining neighbours have been included in preliminary consultation prior to lodging this application.
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2.2.12 Cultural and Heritage Values

Previous Approved Consent	Current Proposal
<p>What the 2008 decision on RM070542 approved:</p> <ul style="list-style-type: none"> -Proposal is already outlined above in terms of number of berths and buildings. -A cultural impact assessment was submitted with the application. -Lake Wakatipu is within a Statutory Acknowledgement Area. -The site is not known to contain any archaeological sites. <p>The Commissioner's findings on effects:</p> <p>The Lake has significant cultural values. No known settlements were at the proposed site. Although access to the surface of the Lake is altered by the proposal, the marina also provides new opportunities for pedestrian access. Iwi concerns can be addressed via consent conditions.</p> <p>Conditions imposed via the 2009 Consent Order:</p> <p>51. If accidental discovery of</p>	<p>What is now proposed:</p> <p>Detailed above.</p> <p>Comparison of Effects:</p> <p>The overall proposal is reduced in scale. The proposal provides for public access to the Lake edge and over the surface of the Lake, plus facilities for boat users.</p> <p>However the reclamation and dredging are likely to be of concern. The floating pontoon buildings may also be of concern - The <i>Kai Tahu Ki Otago Natural Resource Management Plan</i>, has the following relevant policy (Page 72):</p> <p style="padding-left: 40px;"><i>"5.6.4 Cultural Landscapes General Policies: Structures: 24. To discourage the erection of structures, both temporary and permanent, in culturally significant landscapes, lakes, rivers or the coastal environment."</i></p>

<p>archaeological material occurs, the Accidental Discovery Protocol shall be followed.</p>	
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2.2.13 Effects relating to glare

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <p>-The AEE states that all lighting will comply with QLDC standards. There is no comment in the 2008 decision.</p> <p><i>The Commissioner's findings on effects:</i></p> <p>-Marina lighting can be a significant issue if not designed properly – the intent is to reduce upward light spill, increase quality of light and reduce quantity. Lighting is also required to be sufficient to deter crime and vandalism, and be energy efficient. Lighting issues can be addressed via appropriate conditions of consent.</p> <p><i>Conditions imposed via the 2009 Consent Order:</i></p> <p>26. Any lighting associated with commercial buildings and the marina is required to be down-lights only. Consent holder shall submit a lighting plan prior to development</p>	<p><i>What is now proposed:</i></p> <p>Lighting will be restricted to low bollard lighting on the Marina structure. Examples of the type of lighting envisaged are contained in Attachment [H]. The proposal includes car park lighting and security lighting where necessary. Navigational lighting will also be installed on the marina structure to comply with navigational safety requirements.</p> <p><i>Comparison of Effects:</i></p> <p>The effects in terms of glare are considered to be less as the new proposal is smaller in scale. The intention is that the proposal will be consistent with both the District Plan rules relating to glare and the QLDC's 'Southern Light Strategy'. Conditions can be imposed to avoid potential adverse effects in terms of glare. For these reasons, the proposal is considered to have less than minor adverse effects in terms of lighting.</p>

<p>commencing to be consistent with QLDC's Southern Light Strategy.</p>	
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2.2.14 Signage

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <p>Some signage was provided for as detailed in the Conditions below.</p> <p><i>The Commissioner's findings on effects:</i></p> <p>There was no specific reference to signage.</p> <p><i>Conditions imposed via the 2009 Consent Order:</i></p> <p>28. Signage to be erected restricting car parking in eastern car park.</p> <p>29. Two directory boards are to be provided.</p> <p>30. Relates to numbering signage on the buildings.</p> <p>31. Final design and position of signage to be submitted to QLDC for approval.</p>	<p><i>What is now proposed:</i></p> <p>Signage is required to provide information on bio-security matters, safety and educational issues, car parking information and the like. Signage is required for the commercial buildings and the proposal suggests signage platforms be established as part of this application. It is likely that once this consent is approved that a future application will be required for signs.</p> <p><i>Comparison of Effects:</i></p> <p>The applicant's intention is that all the signage is unobtrusive and consistent in design. Signage at the site can be managed to ensure it is appropriate in both design and content to the marine setting.</p>

2.2.15 Pest Control

Previous Approved Consent	Current Proposal
<p><i>What the 2008 decision on RM070542 approved:</i></p> <p>Educational information will be provided on boards to inform boat owners about the risks of spreading weeds. Monitoring of the marina for aquatic weed species will be undertaken.</p> <p><i>The Commissioner's findings on effects:</i></p> <p>Risk of introducing pest species was raised by Tangata Whenua; however no evidence was presented on this. ORC also raised this as a concern and wanted all machinery and equipment water blasted and to follow Biosecurity procedures and no wash down to discharge into the Lake. Issue can be dealt with via consent conditions.</p> <p><i>Conditions imposed via the 2009 Consent Order:</i></p> <p>No specific conditions relating to pest issues. (Conditions are included on this in the ORC Consent only).</p>	<p><i>What is now proposed:</i></p> <p>No provision is included for boat wash down. Lakes Marina Projects Ltd will have a policy of ensuring that all boats are cleaned prior to berthing at the marina.</p> <p><i>Assessment of Effects:</i></p> <p>The marina is likely to reduce the frequency of boats being removed from the Lake and a likely benefit of this may be a reduction in the spread of aquatic pest species such as didymo.</p> <p>Public education is considered to be the most effective prevention method, particularly as specific pests of concern change over time and can required different treatment methods. Information boards may be considered to be appropriate at the entry / exit points to the Lake to ensure that users take adequate care to avoid the spread of aquatic species. All berth owners can also be provided with information on the issue. The marina buildings will be able to retail water-related supplies, including recommended cleaning solutions.</p>

2.2.16 Hazardous Substances Management

Previous Approved Consent	Current Proposal
<p>There is no specific comment on this matter.</p>	<p><i>What is now proposed:</i></p> <p>There will be storage and dispensing facilities for petrol and diesel fuels. The storage tank will be underground. The bowsers will be on the attenuator allowing boats to fuel from within or outside the marina, close to the shore. Flexible sections of the supply line will connect the bowsers to the underground pipeline from the storage tank.</p> <p><i>Findings of Engineering Assessment:</i></p> <p>The Engineer has advised that there is extremely low risk of spillage resulting from mechanical failure of the tanks, pipelines or bowsers. Spillage is more likely to occur from inattention by boat owners when dispensing fuel. The Engineering Report concludes that the risk to the environment in the event of spillage of the light fuels is very low. It states that petrol will evaporate quickly and is likely to have no adverse affects on the ecology of the area. The storage and handling of fuels with low flash point incurs a fire risk which is widely recognised. To reduce potential adverse effects the following is proposed:</p> <ul style="list-style-type: none"> • The risk of environmental damage will be reduced by minimizing the risk of a fuel spill. This will be achieved by ensuring that the equipment – storage tanks, dispensing bowsers and connecting pipe lines are fully compliant with Dangerous Goods Regulations and are maintained, as follows: • The flexible sections at the access bridge and on the breakwater will be inspected monthly and after any storm event. • The bowsers will have automatic shut off facility to

	<p>prevent overflow.</p> <ul style="list-style-type: none"> • The bowsers and delivery pipes will also be equipped for automatic shut off in the event of fire. • Notices will provide guidance to consumers. • Smoking and sources of ignition will be prohibited. • Fire extinguishers will be provided at the bowsers and there will be alarm activators and brigade call points at the bowsers and adjacent to the storage tanks. • Approved marine type absorbent materials will be held in store at the marina to be used in event of a spill of diesel fuel or oily bilge water. <p>Assessment of Effects:</p> <p>Potential adverse effects can be avoided or mitigated subject to appropriate conditions placed on the consent as suggested above.</p>
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2.2.17 Positive Effects

This application provides for a much needed marina and associated facilities, for both public and private use. The marina will provide for, and contribute to, the social, recreational and economic wellbeing of the district. The provision of improved walkway and boat access will enhance public enjoyment of the foreshore and Lake. It will provide an opportunity for the public to have an experience at the Lake edge that is not currently available in the area. The site landscaping will provide a significant improvement to the physical appearance and amenity of the locality. The buildings proposed for the site will enable marina related activities to establish in close proximity, thus reducing travel costs and reducing traffic congestion. The proposal will provide the necessary infrastructure for further investment and commitment to the commercial and recreational boating community.

2.2.18 Conclusion on Effects

Overall it is concluded that the adverse effects of the proposal on the environment will be minor, subject to appropriate conditions on the consent. There are a number of positive effects associated with the proposal including:

- The positive economic benefits to the district.
- The improved facility for commercial recreational users, both on land and water.
- The scale of development is much less than the consented marina and a result of this is that there are less adverse effects to the environment, in terms of effects on landscape and amenity, views, traffic, noise, etc.
- There will be less earthworks and less adverse construction effects.
- The scale and bulk of buildings is less.
- There is no underground car park so there will be no adverse effects to groundwater and less earthworks.
- The new design has fewer adverse effects on the neighbouring properties.

3.0 Relevant Objectives and Policies

3.1 *Queenstown Lakes District Plan:*

The relevant objectives and policies of the Queenstown Lakes District Plan include:

- Part 4.1: District Wide – Nature Conservation Values
- Part 4.2: District Wide - Landscape and Visual Amenity Values
- Part 4.3: District Wide – Takata Whenua Values
- Part 4.4: District Wide – Open Space and Recreation
- Part 4.5: District Wide - Energy
- Part 4.6: District Wide – Surface of Lakes and Rivers
- Part 5: Rural General
- Part 7: Residential Areas
- Part 14: Transport
- Part 18: Signage

Each of these is discussed below:

3.1.1 District Wide – Nature Conservation Values

Part 4.1 Nature Conservation Values of the District Plan specifies the resource management issues, objectives, policies and methods of implementation for protecting indigenous ecosystems. The principal objective for the district is 4.1.1:

"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.

-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.

-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." (Pages 4-2, 4-3 District Plan).

The relevant policies are as follows:

"1.1 To encourage the long-term protection of indigenous ecosystems and geological features.

1.7 To avoid any adverse effects of activities on the natural character of the District's environment and on indigenous ecosystems; by ensuring that opportunities are taken to promote the protection of indigenous ecosystems, including at the time of resource consents.

1.8 To avoid unnecessary duplication of resource consent procedures between the Council and the Otago Regional Council.

1.13 To maintain or enhance the natural character and nature conservation values of the beds and margins of the lakes, rivers and wetlands.

1.17 To encourage the retention and planting of trees, and their appropriate maintenance." (Page 4-3 District Plan).

The area has been identified as having no areas of significant indigenous vegetation or fauna. The natural character of the locality has been considerably altered since the site was first utilised for boat related activities. Extensive landscaping is proposed that includes provision for indigenous species. It is anticipated that the permanent berthing of boats at the marina may result in a reduction in the spread of aquatic pest species such as didymo.

Although the natural character of the edge of the Lake is modified, particularly by the infilling of the Inlet, the dredging within the Lake and the inclusion of the man-made shoreline wall, these features are to an already heavily modified environment. Any effects are anticipated to be of short duration limited to the construction period. Given what is already consented, the current proposal is considered to be an improvement, and is not considered to be contrary to the abovementioned objective and related policies.

3.1.2 District Wide - Landscape and Visual Amenity Values

Part 4.2 Landscape and Visual Amenity of the District Plan specifies the resource management issues, objectives, policies and methods of implementation for district wide landscape and visual amenity values. The principal landscape objective for the district is 4.2.5:

"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." (Page 4-9 District Plan).

It is noted that the portion of the application site on land is not within an identified landscape area, although the Queenstown Hills, which form the backdrop to the site when looking at the marina from the water are within an Outstanding Natural Landscape – Wakatipu Basin. The portion of the site within Lake Wakatipu itself may be categorised as being within an Other Rural Landscape. The relevant policies are:

"1 Future Development

(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.

(b) To encourage development and/or subdivision to occur in those areas of the District with greater potential to absorb change without detracting from landscape and visual amenity values.

(c) To ensure subdivision and/or development harmonises with local topography and ecological systems and other nature conservation values as far as possible." (Page 4-9 District Plan)

The area occupied by the proposal has been used for marina related purposes for many years, and is designated for this purpose. The use of the site is not altered by this application. Although a marina is a significant alteration to the landscape, the current proposal is of lesser scale than that previously consented to. The proposal has been designed to avoid, remedy or mitigate potential adverse environmental effects. Conditions placed on this consent will also have this purpose. The attached Landscape Report concludes that the proposal will have less than minor adverse effects on landscape and visual amenity values.

Policy 9 addresses Structures. It states:

"To preserve the visual coherence of:

(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, prominent slopes and hilltops;

-Encouraging the colour of buildings and structures to complement the dominant colours in the landscape;

-Encouraging placement of structures in location where they are in harmony with the landscape;

-Promoting the use of local, natural materials in construction.

(c) all rural landscapes by

-Limiting the size of signs, corporate images and logos;

-Providing for greater development setbacks from public roads to maintain and enhance amenity values associated with views from public roads." (Pages 4-11, 12 District Plan).

With respect to Policy 9 all of the proposed buildings are small in scale and have been especially designed to have a marine related theme appropriate to the character of the facility, and with external claddings and colours that complement, and are recessive, within the landscape. The buildings have low pitched roofs, and due to their low height above the water line, will be in harmony with the line and form of the landscape. No buildings are located on any skyline, ridge, and prominent slope or hilltop when viewed from any public place. With respect to policy 9(c) the signage that is proposed has been carefully designed to blend with the buildings on the site and be recessive when the site is viewed from the water. Overall it is considered that the proposed activity will be consistent with this policy.

~12. Transport Infrastructure

To preserve the open nature of the rural landscape by:

- encouraging the location of roads, car parks and tracks along the edges of existing landforms and vegetation patterns.*

- encouraging shoreline structures, such as jetties, to be located only where they are visually contained by the topography, e.g. coves or bays.*

- by encouraging imaginative roading designs including a range of carriageway widths, different surface materials, grass berms and protection of existing mature trees where these can enhance the quality of design and the visual experience.*

- discouraging roads and tracks on highly visible slopes.*

- requiring that all construction be with minimum cut and fill batters and that all batters be shaped in sympathy with, existing landforms.*

- requiring that all disturbed areas be revegetated at the end of construction.*

- encouraging where appropriate car parks to be screened from view.*

- requiring the adverse effects of large expanses of hard surface car parks be avoided by planting and earthworks." (Page 4-12 District Plan).*

The marina is to be located within the Frankton Arm, an area which has already been significantly modified by urban development. The topography of the locality with the Queenstown Hill forming the backdrop to the site when viewed from the water, and the urban development on all sides of the site ensure that the marina will be visually contained. Site landscaping will screen car parking areas from

view and enhance the current appearance of the area. Further discussion of transport issues is contained under heading 3.10 below.

3.1.3 District Wide – Takata Whenua Objectives and Policies

Part 4.3 *Takata Whenua* of the District Plan specifies the resource management issues, objectives, policies and methods of implementation for district wide takata whenua values. Two objectives and associated policies are of relevance to this application. The first is Objective 4.3.4.1 which states as follows:

“Objective 1 - Kaitiakitanga (Guardianship)

Recognition and provision for the role of Kai Tahu as customary Kaitiaki in the District.

1.1 To ensure the kaitiaki role of iwi, via the appropriate Runanga, is achieved through on-going consultation on policy development relating to the natural and physical resources of the District.

1.2 To incorporate communication protocols for ensuring appropriate kaitiaki runanga are consulted on all relevant cultural matters in the District in accordance with Section 93 of the Act.

1.3 To recognise the “Kai Tahu Ki Otago: Natural Resource Management Plan” as a resource which can form the basis for consultation between Kai Tahu Runanga and Council (Section 74 of the Act).”

(Page 4-18 District Plan).

Takata whenua are being consulted. As has been acknowledged above, Lake Wakatipu is within a Statutory Acknowledgement Area and both the Kai Tahu Ki Otago: *Natural Resource Management Plan*, 2005 and the Ngāi Tahu ki Murihiku *Natural Resource and Environmental Iwi Management Plan*, 2008 have been used to guide the development of the proposal.

Objective 4 states

“Objective(s) 4 - Mahika Kai

1 The retention of the high quality of the mountain waters, and the retention and improvement of the water quality of the tributaries and water bodies of the District through appropriate land management and use.

2 The limitation of the spread of weeds, such as wilding trees.” (Page 4-19, District Plan).

Policies which are of particular relevance to this proposal are:

“4.3 To encourage the protection of indigenous ecosystems, by assisting in the provision of information to the community, recreationalists, land managers and local landholder groups concerning the location

of significant areas of indigenous vegetation and habitat and the appropriateness of land management practices.

4.5 To encourage control of noxious plants.

4.7 To promote the monitoring and development of measures that control the spread of harmful organisms through the waters of the District.

4.8 To maintain and enhance public access to the District's public forests and lakes and rivers and wellands, having regard to their traditional importance as mahika kai (places of food production or procurement)." (Page 4-19, District Plan).

Appropriate conditions on the consent will avoid and/or mitigate potential adverse effects to water quality. This application details the measures that are proposed to ensure that noxious pest species are not introduced to the Lake, including the provision of educative signage and information to be provided to boat owners.

Objective 5 states:

"The management of the land resource and associated waste discharges in such a way as to protect the quality and quantity of water in the district to a standard consistent with the human consumption of fish, swimming and protects the mauri (life force) of the lakes and rivers." (Page 4-20 District Plan).

This objective is to be achieved through four policies, two of which are considered to be of particular relevance:

"5.1 To recognise the importance of the concept of mauri (life force) as it applies to lakes and rivers.

5.3 To adopt performance standards or require resource consents for land use activities, including mining, in order to minimise the adverse effects on the quality of the District's water resources and associated habitat." (Page 4-20, District Plan).

The marina has been carefully designed to minimise disturbance to the Lake bed and to the natural flow of the Lake. The attached Engineering report contains proposed conditions to avoid or mitigate adverse effects to the Lake and its associated habitat. As such, the proposed activity will be consistent with this objective and associated policies.

3.1.4 Part 4.4 District Wide – Open Space and Recreation

Part 4.4 of the District Plan contains objectives and policies relating to District Wide Open Space and Recreation. This section of the District Plan contains four objectives, three of which are of particular relevance to the proposed activity and these are discussed below:

"Objective 2 - Recreational activities and facilities undertaken in a way which avoids, remedies or mitigates significant adverse effects on the environment or on the recreational opportunities available within the District." (Page 4-25, District Plan).

Related policies are:

"2.1 To avoid, remedy or mitigate the adverse effects of commercial recreational activities on the natural character, peace and tranquility of the District.

2.2 To ensure the scale and location of buildings, noise and lighting associated with recreational activities are consistent with the level of amenity anticipated in the surrounding environment." (Page 4-25, District Plan).

The application site has been designated for a marina for many years and already contains many commercial operators undertaking boating related activities in the immediate vicinity of the site. The current proposal once complete, subject to the controls proposed with regard to noise levels and hours of operation, is not anticipated to have any additional adverse effects in terms of peace and tranquility, over the current activities occurring in the area.

The scale and location of the proposal as outlined above, has been planned to be consistent with the amenity of the surrounding environment. The proposal is consistent with Council's lighting strategy, and has been designed to ensure that glare at night is minimised, to ensure that the surrounding locality is not adversely affected by glare. As such, it is considered that these objectives and policies are given effect to.

"2.3 To ensure the adverse effects of the development of buildings and other structures, earthworks and plantings in areas of open space or recreation on the District's outstanding natural features and landscapes or significant natural conservation values are avoided, remedied or mitigated.

2.4 To avoid, remedy or mitigate any adverse effects commercial recreation may have on the range of recreational activities available in the District and the quality of the experience of people partaking of these opportunities." (Page 4-25, District Plan).

The proposal increases the commercial recreation opportunities for people in the district. The proposal has been designed, with appropriate consent conditions to avoid, remedy or mitigate potential adverse effects caused by both the construction and operation of the marina. The proposal is therefore regarded as being consistent with the above policies.

"2.5 To ensure the development and use of open space and recreational facilities does not detract from a safe and efficient system for the movement of people and goods or the amenity of adjoining roads."
(Page 4-25, District Plan).

The proposal enhances the safe and efficient movement of people and goods through the provision of the marina facility and by reducing the number of road vehicle movements required, as boats will be permanently moored on the water, rather than being constantly moved between owner's property's and the Lake. The proposal also provides for a number of public transport options, both on land and water, and for the increased provision of walking and cycling options.

2.6 To maintain and enhance open space and recreational areas so as to avoid, remedy or mitigate any adverse effects on the visual amenity of the surrounding environment, including its natural, scenic and heritage values." (Page 4-25, District Plan).

The current proposal occupies less of Lake Wakatipu than the activity which has already been consented. The effects on natural and scenic values have already been addressed in the comments relating to landscape above. As noted in the heritage assessment that was previously undertaken, the site has always been utilised for boat and marina related activities. The heritage values of the area are not considered to be compromised by this application.

"Objective 3 - Effective Use and functioning of open space and recreational areas in meeting the needs of the District's residents and visitors." (Pages 4-25 and 4-26, District Plan).

Policies:

3.1 To recognise and avoid, remedy or mitigate conflicts between different types of recreational activities, whilst at the same time encouraging multiple use of public open space and recreational area wherever possible and practicable.

3.2 To ascertain and incorporate the needs of communities by encouraging effective public participation in the design, development and management of public open space and recreational areas.

3.3 To encourage and support increased use of private open space and recreational facilities in order to help meet the recreational needs of the District's residents and visitors, subject to meeting policies relating to the environmental effects of recreational activities and facilities." (Page 4-26 District Plan).

The marina has been specifically designed to provide for private, public, and commercial marine activities. The proposal has been designed to avoid conflicts between the various users of the marina area. The needs of the local community have been integral in the design, with both the surrounding landowners and the wider community consulted during the planning process. The proposal makes extensive provision for public access and open space areas and provides for a wide range of

recreational activities, including walking and cycling access and areas for picnics, etc, as well as the marina related commercial and recreational activities.

"Objective 4 - Esplanade Access

A level of public access to and along the District's rivers, lakes and wetlands, adequate to provide for the current and foreseeable recreational and leisure needs of residents and visitors to the District." (Page 4-26, District Plan).

The marina has been specifically designed to achieve Objective 4.

3.1.5 District Wide: Energy

"Objective 1 - Efficiency

The conservation and efficient use of energy and the use of renewable energy sources.

Policies:

1.1 To promote compact urban forms, which reduce the length of and need for vehicle trips and increase the use of public or shared transport.

1.2 To promote the compact location of community, commercial, service and industrial activities within urban areas, which reduce the length of and need for vehicle trips.

1.6 To promote increased awareness of the need for energy conservation and efficient use of energy resources, particularly solar energy, active and passive.

1.5 To encourage and support investigations into alternative and further public transport options both within the urban areas and throughout the district.

1.7 To encourage the use of energy efficient and non-air polluting heat sources in existing and new dwellings and workplaces (e.g. solar energy, effluent enclosed fireboxes)." (Page 4-29, District Plan).

The marina makes provision for commercial boats, some of which are for public transport or shared transport purposes. Both the length and need for vehicle trips on the districts roads are reduced by having boats permanently moored at the marina. The proposal also provides for bus, walking and cycle transport to access the marina facilities. Thus the proposal promotes public transport and use of alternative transport trips and promotes transport sustainability objectives and policies.

3.1.6 District Wide: Surface of Lakes and Rivers

Objective 4.6.3 relates to the surface of lakes:

"Recreational activities undertaken in a manner which avoids, remedies or mitigates, their potential adverse effects on:

- *natural conservation values and wildlife habitats,*
- *other recreational values,*
- *public health and safety,*
- *takata whenua values, and*
- *general amenity values.” (Page 4-40, District Plan).*

The policies of relevance are:

“2 To enable people to have access to a wide range of recreation experiences on the lakes and rivers, based on the identified characteristics and environmental limits of the various parts of each lake and river.

3 On each lake and river, to provide for the range of recreational experiences and activities which are most suited to and benefit from the particular natural characteristics.” (Page 4-41, District Plan)

The marina site has been identified as suitable for a marina and has been especially designated in the District Plan for this purpose. The marina will enable a wider range of recreational experiences to take place, both on the Lake and the Lake edge.

“4 To avoid or mitigate the adverse effects of frequent, large-scale or intrusive activities such as those with high levels of noise, vibration, speed and wash.

6 To ensure that any controls that are imposed on recreational activities through the District Plan are certain, understandable and enforceable, given the transient nature of many of the people undertaking activities on the District’s lakes and rivers and the brief, peak period of private recreational activity.

7 To avoid and protect the environment from the adverse noise effects of motorised watercraft.

12 To avoid adverse effects on the public availability and enjoyment of the margins of the lakes and rivers.

16 To encourage the use and development of marinas and marina activities in a way which avoids and, where necessary, remedies and mitigates adverse effects resulting from marina activities on the environment.

17 To ensure that the number of commercial boating operators and/or boats on waterbodies does not exceed levels where the safety of passengers cannot be assured.” (Page 4-41, District Plan)

This set of policies is aimed at preventing adverse effects from boat related activities, particularly in terms of the noise that can be created from motorised craft and associated vibration, wash, and safety issues. Queenstown Lakes District Council bylaws control boating activities on the Lake. Conditions of the consent will control noise levels and the hours of operation of the marina. Appropriate educative signage and information provided to boat owners will also assist. Subject to these measures, the proposal will be consistent with the above policies.

"13 To ensure that the location, design and use of structures and facilities which pass across or through the surface of any lake and river or are attached to the bank of any lake and river, are such that any adverse effects on visual qualities, safety and conflicts with recreational and other activities on the lakes and rivers are avoided or mitigated." (Page 4-41, District Plan)

This policy is also aimed at preventing adverse effects. The floating pontoon buildings have been designed to integrate with the marina development and will not conflict with activities on the Lake.

3.1.7 District Wide Issues - Earthworks

Objective 4.10.3 states:

"To avoid, remedy or mitigate the adverse effects from earthworks on:

- (a) Water bodies*
- (b) The nature and form of existing landscapes and landforms, particularly in areas of Outstanding Natural Landscapes and Outstanding Natural Features.*
- (c) Land stability and flood potential of the site and neighbouring properties*
- (d) The amenity values of neighbourhoods*
- (e) Cultural heritage sites, including waahi tapu and waahi taoka and archaeological sites*
- (f) The water quality of the aquifers." (Page 4-60, District Plan)*

Relevant associated policies are:

- "1. To minimise sediment run-off into water bodies from earthworks activities through the adoption of sediment control techniques.*
- 2. To avoid the location of earthworks in close proximity to water bodies. Where this cannot be avoided, to ensure that sediment control measures are put in place to minimise sediment run-off.*
- 3. To minimise the area of bare soil exposed and the length of time it remains exposed.*
- 4. To avoid or mitigate adverse visual effects of earthworks on outstanding natural landscapes and outstanding natural features.*
- 5. To avoid earthworks including tracking on steeply sloping sites and land prone to erosion or instability. Where this cannot be avoided, to ensure techniques are adopted that minimise the potential to decrease land stability.*
- 6. To protect the existing form and amenity values of residential areas by restricting the magnitude of filling and excavation.*
- 7. To ensure techniques are adopted to minimise dust and noise effects from earthworks activities.*
- 12. To avoid contaminating the water aquifers of the Queenstown Lakes District." (Pages 4-60 – 4-61, District Plan).*

The site earthworks will be carried out in accordance with QLDC standards and consent conditions. As such, the proposal is consistent with the earthworks objectives and policies.

3.1.8 Rural General Objectives and Policies

Part 5.2 of the District Plan lists the objectives and policies for the Rural General zone. Objective 1 relates to character and landscape value:

"To protect the character and landscape value of the rural area by promoting the sustainable management of natural and physical resources and the control of adverse effects caused through inappropriate activities." (Page 5-2 District Plan).

This objective is to be achieved through the following policies:

"1.1 Consider fully the district wide landscape objectives and policies when considering subdivision, use and development in the Rural General Zone.

1.6 Avoid, remedy or mitigate adverse effects of development on the landscape values of the district.

1.7 Preserve the visual coherence of the landscape by ensuring all structures are to be located in areas with potential to absorb change.

1.8 Avoid, remedy or mitigate the adverse effects of the location of structures and water tanks on skylines, ridges, hills and prominent slopes." (Page 5-2, 3 District Plan).

Policy 1.7 seeks to preserve the visual coherence of the landscape by locating development in areas with potential to absorb change. The attached Landscape and Visual Effects Assessment Report details that the marina proposal is considered to be consistent with these policies.

Policy 1.8 seeks to avoid, remedy or mitigate the adverse effects of the location of structures and water tanks on skylines, ridges, hills and prominent slopes. No structure or water tank is proposed to be located on any skyline, ridge or prominent slope. Overall, it is concluded that the proposed activity is consistent with Part 5, Objective 1 and relevant policies.

Objective 4 and Policy 4.1 are also pertinent:

"Objective 4 - Life Supporting Capacity of Water

To safeguard the life supporting capacity of water through the integrated management of the effects of activities

Policies

4.1 In conjunction with the Otago Regional Council:

- To encourage activities, which use water efficiently, thereby conserving water quality and quantity.
- To discourage activities, which adversely affect the life supporting capacity of water and associated ecosystems" (Page 5-5, District Plan).

The marina and associated infrastructure has been designed, subject to appropriate consent conditions, to avoid or mitigate any adverse effects to water quality.

Overall, the proposed activity is considered to be consistent with the objectives and policies contained in Part 5: *Rural General Zone* of the District Plan.

3.1.9 Residential Areas

The main objective relating to the portion of the site that is covered by the underlying Low Density Residential zone is Objective 4, which relates to non-residential activities. This objective states:

"Objective 4 - Non-Residential Activities

Non-Residential Activities which meet community needs and do not undermine residential amenity located within residential areas." (Page 7-7, District Plan).

The main policies are:

"4.1 To enable non-residential activities in residential areas, subject to compatibility with residential amenity.

4.2 To enable specific activities to be acknowledged in the rules so as to allow their continued operation and economic well being while protecting the surrounding residential environment." (Page 7-7, District Plan).

As mentioned previously, the site is designated for a marina and maritime related activities have operated at the site for many years. The buildings proposed as part of the development are extremely small in scale and have recessive claddings and colours. The current proposal, subject to appropriate consent conditions, is not anticipated to adversely affect the adjoining residential zoned land.

3.1.10 Part 14: Transport

Part 14 of the District Plan contains three district wide objectives relating to the efficiency, safety and environmental effects of transportation systems of the district. Objectives 1 and 2 are of particular relevance to this application as follows:

- "1. Efficient use of the District's existing and future transportation resource and of fossil fuel usage associated with transportation.*
- 2. Maintenance and improvement of access, ease and safety of pedestrian and vehicle movement throughout the District." (Pages 14-2, 14-3 District Plan).*

Relevant policies are:

- "1.1 To encourage efficiency in the use of motor vehicles.*
- 1.3 To promote the efficient use of roads by ensuring that the nature of activities alongside roads are compatible with road capacity and function.*
- 1.4 To protect the safety and efficiency of traffic on State Highways and arterial roads, particularly State Highway 6A, by restricting opportunities for additional access points off these roads and by ensuring access to high traffic generating activities is adequately designed and located.*
- 1.8 To consider options for encouraging and developing greater use of public transportation facilities and in particular to continue to investigate the options for alternative transport means.*
- 1.9 To require off-road parking and loading for most activities to limit congestion and loss of safety and efficiency of adjacent roads and to promote the maintenance and efficiency of those roads.*
- 1.10 To require access to property to be of a size, location and type to ensure safety and efficiency of road functioning." (Page 14-2, District Plan).*

The marina makes provision for commercial boats, some of which are for public transport or shared transport purposes. Both the length and need for vehicle trips on the districts roads are reduced by having boats permanently moored at the marina. The proposal also provides for bus, walking and cycle transport to access the marina facilities. Thus the proposal promotes public transport and use of alternative transport trips and therefore promotes transport sustainability objectives and policies. As such, the proposed activity is consistent with the above objective and policies.

"Objective 3 - Environmental Effects of Transportation

Minimal adverse effects on the surrounding environment as a result of road construction and road traffic.

Policies:

- 3.1 To protect the amenities of specified areas, particularly residential and pedestrian orientated town centres from the adverse effects of transportation activities.*
- 3.2 To discourage traffic in areas where it would have adverse environmental effects.*
- 3.3 To support the development of pedestrian and similar links within and between settlements and the surrounding rural areas, in order to improve the amenity of the settlements and their rural environs.*
- 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.*

3.5 *To maintain and enhance the visual appearance and safety of arterial roads which are gateways to the main urban centres.*

3.6 *To incorporate vegetation within roading improvements, subject to the constraints of road safety and operational requirements, and the maintenance of views from the roads." (Page 14-2, District Plan).*

The proposal may require the redesign of the intersection of Sugar Lane / Marine Drive with State Highway 6A. This upgrading will be undertaken by the NZ Transport Agency. A site traffic management plan is required as a condition of the consent and ensures that all traffic related matters during construction and thereafter will occur in a safe and efficient manner to avoid or mitigate any adverse transport effects.

"Objective 5 - Parking and Loading - General

Sufficient accessible parking and loading facilities to cater for the anticipated demands of activities while controlling adverse effects.

Policies:

5.1 *To set minimum parking requirements for each activity based on parking demand for each land use while not necessarily accommodating peak parking requirements.*

5.2 *To ensure business uses have provision for suitable areas for loading vehicles on-site.*

5.3 *To ensure car parking is available, convenient and accessible to users including people with disabilities.*

5.4 *To require all off-street parking areas to be designed and landscaped in a manner which will mitigate any adverse visual effect on neighbours, including outlook and privacy.*

5.5 *To require the design of parking areas to ensure the safety of pedestrians as well as vehicles." (Page 14-7, District Plan).*

The proposal provides for landscaped car parking areas in accordance with the above Objective and policies.

"Objective 6 - Pedestrian and Cycle Transport

Recognise, encourage and provide for the safe movement of cyclists and pedestrians in a pleasant environment within the District.

Policies

6.1 *To develop and support the development of pedestrian and cycling links in both urban and rural areas.*

6.2 *To require the inclusion of safe pedestrian and cycle links where appropriate in new subdivisions and developments.*

6.3. *To provide convenient and safe cycle parking in public areas." (Page 14-9, District Plan).*

The proposal actively enhances pedestrian and cycle movement within the district by the provision of an improved trail network through the site and through the provision of bus and bicycle parking and related facilities.

"Objective 7 - Public and Visitor Transport

Recognition of public transport needs of people and provision for meeting those needs.

Policies:

7.1 To plan and encourage an efficient pattern of public transport.

7.2 To investigate opportunities for public transport as an alternative to, or in association with, changes or extensions to the major road network.

7.3 To promote and investigate opportunities for a public transport link between Queenstown and Frankton.

7.4 To support the development and operation of various types of tourist transport.

7.5 To liaise with the Otago Regional Council and public transport operators to ensure the public transport needs of the District are met." (Page 14-9, District Plan).

Public and visitor transport are also improved by the marina

3.1.11 Overall Conclusion on District Plan Objectives and Policies.

Overall, the proposed activity is considered to be consistent with the objectives and policies of the Queenstown Lakes District Plan.

3.2 *Otago Regional Plan: Water*

The most relevant objectives and policies are as follows:

3.2.1 Part 5: Natural and Human Use Values of Lakes and Rivers

"5.3.1 To maintain or enhance the natural and human use values, identified in Schedules 1A, 1B and 1C, that are supported by Otago's lakes and rivers."

Policy 5.4.2 In the management of any activity involving surface water, groundwater or the bed or margin of any lake or river, to give priority to avoiding, in preference to remedying or mitigating:

(1) Adverse effects on:

(a) Natural values identified in Schedule 1A;

(b) Water supply values identified in Schedule 1B;

(c) Registered historic places identified in Schedule 1C, or archaeological sites in, on, under or over the bed or margin of a lake or river;

- (d) Spiritual and cultural beliefs, values and uses of significance to Kai Tahu identified in Schedule 1D;*
- (e) The natural character of any lake or river, or its margins;*
- (f) Amenity values supported by any water body; and*
- (2) Causing or exacerbating flooding, erosion, land instability, sedimentation or property damage."*

Lake Wakatipu is identified in Schedule 1A of the Regional Plan. The marina proposal is considered to be consistent with this objective and related policies for the reasons set out under Headings 3.1.1 – 3.1.2 and 3.1.6 above.

"5.3.2 To maintain or enhance the spiritual and cultural beliefs, values and uses of significance to Kai Tahu, identified in Schedule 1D, as these relate to Otago's lakes and rivers."

Policy 5.4.4 To recognise Kai Tahu's interests in Otago's lakes and rivers by promoting opportunities for their involvement in resource consent processing.

Discussion of the potential effects on takata whenua is included under Headings 2.2.12 and 3.1.3 above. The intention is to consult with takata whenua and give effect to the above objective and policy.

"5.3.3 To protect the natural character of Otago's lakes and rivers and their margins from inappropriate subdivision, use or development."

5.3.4 To maintain or enhance the amenity values associated with Otago's lakes and rivers and their margins."

These issues are addressed in the attached Landscape Report and in the discussion under Headings 3.1.2, 3.1.4 and 3.1.6 above.

"5.3.5 To maintain or enhance public access to and along the margins of Otago's lakes and rivers."

The issue of public access is also addressed in the Landscape Report and the discussion under 3.1.4 and 3.1.6 above.

"5.3.6 To provide for the sustainable use and development of Otago's water bodies, and the beds and margins of Otago's lakes and rivers."

The use of the marina site for its designated purpose is considered to provide a much needed resource in the district and to be consistent with providing for the sustainable use and development of the district's resources.

3.2.2 Part 7: Water Quality

"7.5.1 To maintain or enhance the quality of water in Otago's lakes and rivers so that it is suitable to support their natural and human use values and people's use of water."

Policy 7.6.4 "When considering any application for a discharge the Council will have regard to the following matters:

(a) The extent to which the discharge would avoid contamination that will have an adverse effect on the life-supporting capacity of fresh water including on any ecosystem associated with fresh water and

(b) The extent to which it is feasible and dependable that any more than minor adverse effect on fresh water, and on any ecosystem associated with fresh water, resulting from the discharge would be avoided. This policy applies to the following discharges (including a diffuse discharge by any person or animal):

(a) A new discharge or

(b) A change or increase in any discharge –

of any contaminant into fresh water, or onto or into land in circumstances that may result in that contaminant (or, as a result of any natural process from the discharge of that contaminant, any other contaminant) entering fresh water."

Policy 7.7.3 "When considering applications for resource consents to discharge contaminants to water, to have regard to opportunities to enhance the existing water quality of the receiving water body at any location for which the existing water quality can be considered degraded in terms of its capacity to support its natural and human use values."

Policy 7.7.5 "When considering applications for resource consents, to have regard to the cumulative effects of discharges of contaminants and the assimilative capacity of the water body."

The marina development will be subject to strict conditions of consent to prevent any degradation of the water quality of Lake Wakatipu. It is important that no degradation is allowed to occur from social, economic, cultural and recreational perspectives and the application is considered to be consistent with these objectives and policies.

Policy 7.7.10 "With respect to discharges from any new stormwater reticulation system, or any extension to an existing stormwater reticulation system, to require:

(a) The separation of sewage and stormwater;

(b) Measures to prevent contamination of the receiving environment by industrial or trade waste; and

(c) The use of techniques to trap debris, sediments and nutrients present in runoff.

Policy 7.8.2 "To require that all practical alternative locations for the storage of hazardous substances have been considered before such storage occurs in close proximity to any lake or river or to mean high water springs;

and, if it is not practical to locate elsewhere, to require that appropriate risk management contingencies are put in place."

The proposed development includes measures to be consistent with these Policies.

3.2.3 Part 8: The Beds and Margins of Lakes and Rivers

8.3.1 *To maintain:*

(a) The stability and function of existing structures located in, on, under or over the bed or margin of any lake or river;

(b) The stability of the bed and bank of any lake or river; and

(c) The flood and sediment carrying capacity of any lake or river."

Policy 8.4.1 "When managing activities in, on, under or over the bed or margin of any lake or river, to give priority to avoiding changes in the nature of flow and sediment processes in those water bodies, where those changes will cause adverse effects:

(a) On the stability and function of existing structures located in, on, under or over the bed or margin of any lake or river;

(b) Arising from associated erosion or sedimentation of the bed or margin of any lake or river, or land instability; or

(c) Arising from any reduction in the flood carrying capacity of any lake or river."

The proposed activities involving bed disturbance are to be managed to minimise reductions in water clarity. The marina development has been engineered to avoid any potential obstruction or redirection of both flow of water or sediment, to avoid exacerbating any potential natural hazards, such as flooding, erosion, land instability or sedimentation.

Policy 8.5.1 "To require, where necessary, desirable and practicable, any structure in or on the bed of any lake or river to provide for fish migration through or past it, or alternative remedial measures where fish migration is not practicable."

The development can be designed to incorporate means for the upstream and downstream passage of fish if any structure is likely to restrict fish passage, and if this is deemed to be appropriate.

Policy 8.6.1 "In managing the disturbance of the bed or margin of any lake or river, to have regard to any adverse effect on:

(a) The spawning requirements of indigenous fauna, and trout or salmon;

(b) Bed and bank stability;

(c) Water quality;

(d) Amenity values caused by any reduction in water clarity; and

(e) Downstream users."

Policy 8.6.2 "To promote best management practices for activities that occur within or adjacent to the bed of lakes and rivers in order to avoid, remedy or mitigate any adverse effect."

The intention is to use best practice engineering techniques to avoid Lake bed disturbance as much as possible. Engineering conditions are appropriate to avoid or mitigate potential adverse effects that can occur as a result of bed disturbance.

Policy 8.6.4 "To ensure that any extraction of bed material from the bed of any lake or river is within the sustainable yield of the lake or river system."

The amount of material to be excavated from the Lake has been designed to be as small as possible to provide for the viable use of the marina and to be at a level that is sustainable.

3.2.4 Overall conclusion of Otago Regional Plan Objectives and Policies

The conclusion is that the proposal can be designed and implemented to be consistent with the objectives and policies of the Otago Regional Plan: Water.

4.0 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.

This issue is addressed under Heading 2.2.16 above.

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

Recommended conditions on the consent are included in this AEE and the accompanying reports.

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

This information is contained under Heading 1.6 above.

7.0 Where the scale of 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.

Monitoring will be required in accordance with the conditions of consent.

- 8.0 Evidence to show whether it is more likely than not that the site is, or has previously been, used for an activity that may potentially contaminate the soil.**

This information is contained under Heading 1.7.18 above.

Assessment prepared by Charlene Kowalski

Reviewed by Carey Vivian

Vivian+Espie Ltd

[B] COPY OF CERTIFICATES OF TITLE, CONSENT NOTICES,
COVENANTS AND ENCUMBRANCES



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



Search Copy

Identifier **OT7B/844**
Land Registration District **Otago**
Date Issued **01 February 1978**

Estate **Fee Simple**
Area **1.3569 hectares more or less**
Legal Description **Section 48 and Section 52-53 Block XXI
Shotover Survey District**
Purpose **Recreation**

Proprietors
The Queenstown Lakes District Council

Interests

PURSUANT TO SECTION 100(3) OF THE RESERVES AND DOMAINS ACT 1953 THIS IS THE SOLE COPY OF THE TITLE

732751 Gazette Notice declaring that the within land shall be known as the Frankton Marina Recreation Reserve - 10.7.1989 at 9.31 am

924260.3 Transfer creating the following easements in gross - 7.2.1997 at 11.21 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Right of way	Section 48 and Section 52-53 Block XXI Shotover Survey District - herein	C SO 21649	The Queenstown-Lakes District Council	

924260.5 Transfer creating the following easements - 7.2.1997 at 11.21 am

Type	Servient Tenement	Easement Area	Dominant Tenement	Statutory Restriction
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 2 Deposited Plan 20241 - CT OT11C/1133	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 3 Deposited Plan 20241 - CT OT11C/1134	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Lot 4 Deposited Plan 20241 - CT OT11C/1135	
Right of way	Section 52 Block XXI Shotover Survey District - herein	B SO 21649	Part Section 55 Block XXI Shotover Survey District - CT OT11C/1136	

Subject to rights of way marked C, F, H, J, L & M on DP 301511 created by Transfer 5067149.3 - 3.8.2001 at 9:07 am

Subject to a right of way, right to convey water, power and telecommunications and right to drain sewage and water over part marked B, C, D, E, F, G, H, I & J on DP 301511 created by Transfer 5073392.2 - 20.8.2001 at 9:33 am

The easements created by Transfer 5073392.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way, convey water, power and telecommunications and drain sewage and water over part marked B, C, D, E, F on DP 301511 created by Transfer 5229864.4 - 23.5.2002 at 10:42 am

The easements created by Transfer 5229864.4 are subject to Section 243 (a) Resource Management Act 1991

Identifier

OT7B/844

Subject to a right of way, right to convey water, power and telecommunications and right to drain sewage and water over part Section 52 marked B, C, D on DP 301511 created by Transfer 5323840.4 - 26.8.2002 at 9:00 am

The easements created by Transfer 5323840.4 are subject to Section 243 (a) Resource Management Act 1991 5624935.1 SUBJECT TO PART 9 OF THE NGAI TAHU CLAIMS SETTLEMENT ACT 1998 (WHICH PROVIDES FOR CERTAIN DISPOSALS RELATING TO THE LAND TO WHICH THIS CERTIFICATE OF TITLE RELATES TO BE OFFERED FOR PURCHASE OR LEASE TO TE RUNANGA O NGAI TAHU IN CERTAIN CIRCUMSTANCES) - 17.6.2003 at 9:00 am

Subject to a right (in gross) to drain stormwater over part Section 52 Blk XXI Shotover SD marked E on DP 412058 in favour of Queenstown Lakes District Council created by Easement Instrument 8007055.5 - 25.11.2008 at 9:00 am

Subject to a right to drain stormwater over part Section 52 Blk XXI Shotover SD marked F on DP 412058 created by Easement Instrument 8007055.6 - 25.11.2008 at 9:00 am

Shelton Survey

District and being all the land comprised and described in Certificate of Title Register No. *7B/44* ~~120/144~~ (Otago Registry) (hereinafter called "the servient tenement")

AND WHEREAS the MINISTER OF CONSERVATION (hereinafter together with his successors and assigns called "the Grantor") has agreed to grant to THE QUEENSTOWN LAKES DISTRICT COUNCIL a body corporate under the Local Government Act 1974 (hereinafter together with its successors and assigns called "the Grantee") the right of way easement hereby created subject to the terms and conditions contained herein

NOW THEREFORE in consideration of the sum of TEN CENTS (10c) paid to the Grantor by the Grantee (the receipt of which sum the Grantor hereby acknowledges) the Grantor pursuant to section 48 of the Reserves Act 1977 DOETH HEREBY TRANSFER AND GRANT to the Grantee as an easement in gross forever the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its servants tenants agents workmen licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that part of the servient tenement marked with the letter "C" on the copy of SO Plan 21649 attached hereto

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor and the Grantee:

- 1 THE costs of and incidental to this transfer shall be borne by the Grantee.
- 2 THE Grantee shall indemnify the Grantor and Her Majesty the Queen against all and any action claim injury damage or loss which may arise in any manner whatsoever from the creation of this easement.
- 3 THE rights implied in paragraphs 2(c) and (d) in easements of vehicular right of way by the ninth schedule to the Property Law Act 1952 are hereby expressly negatived insofar as they apply to Her Majesty the Queen.

DATED the 21 day of February

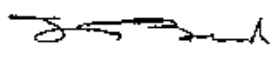
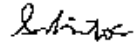
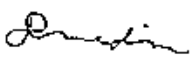
THE COMMON SEAL of THE)
QUEENSTOWN LAKES DISTRICT)
COUNCIL was hereunto)
affixed in the presence of)

[Handwritten signature]
[Handwritten signature]

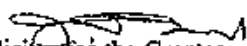


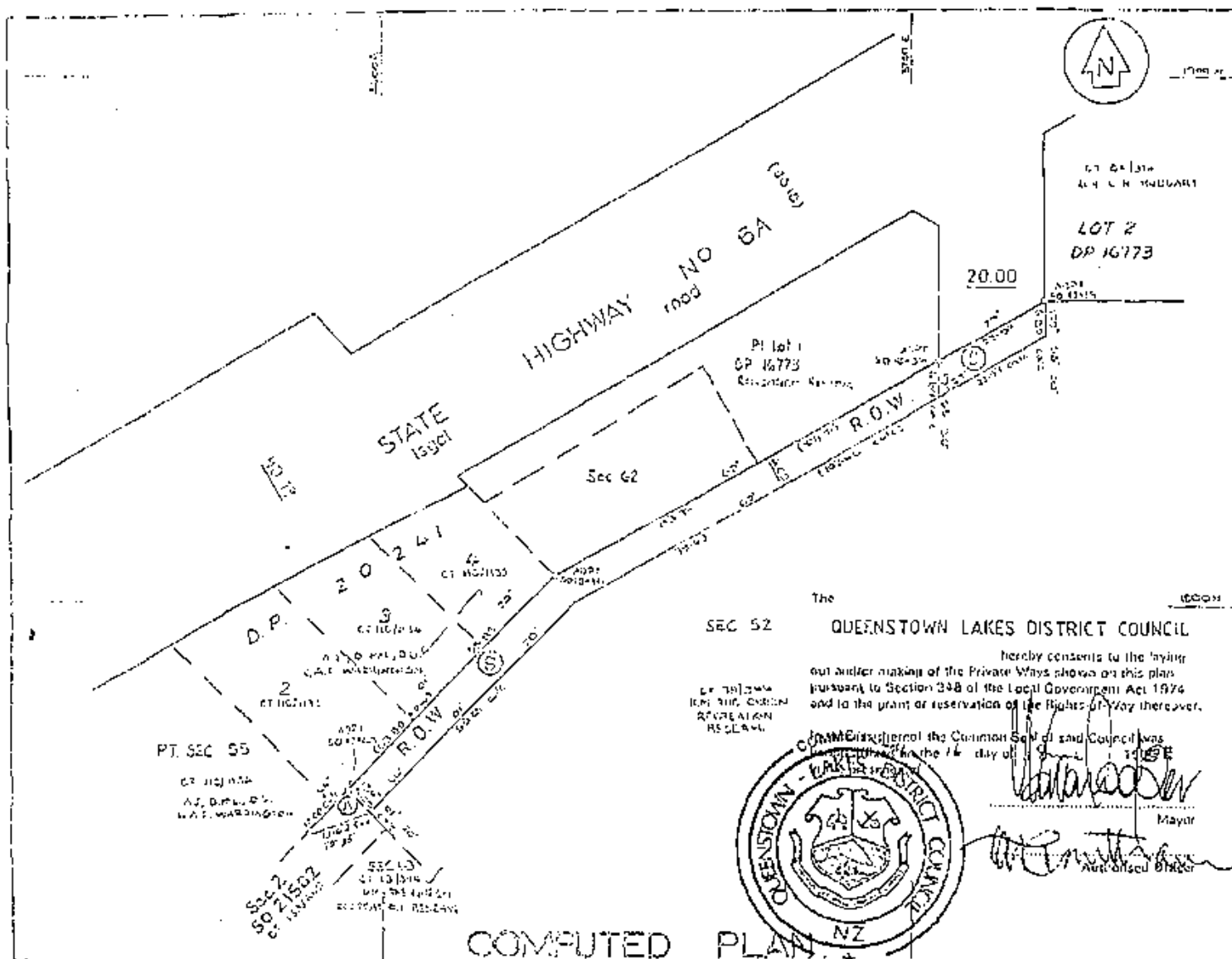
SIGNED for and on behalf of the
MINISTER OF CONSERVATION by
Jeff Council an officer of the Department
of Conservation pursuant to a designation
given to him by the Director-General of
Conservation and dated the 30th day of June
1989 in the presence of:



Witness:  JESSE HENRY BEARD
Occupation:  SOLICITOR
Address:  DUNEDIN

Correct for the purposes of the Land Transfer Act


Solicitor for the Grantee



Approach

OPTIONAL EASEMENTS IN GROSS			
Purpose	Shown	Surf. Lim.	Created
R.O.W.	(E)	Sec 62	1st & 2nd

OPTIONAL EASEMENTS			
Purpose	Shown	Surf. Lim.	Created
R.O.W.	(A)	Sec 2 SO 21582	1st & 2nd
R.O.W.	(B)	Sec 52	1st & 2nd

DATUM - OLD CADASTRAL
 ORIGIN - TRIG MBOA
 SHOTOVER S.D.

The
QUEENSTOWN LAKES DISTRICT COUNCIL

hereby consents to the laying out and marking of the Private Ways shown on this plan pursuant to Section 348 of the Local Government Act 1974 and to the grant or reservation of the Rights-of-Way thereover.

Witness my hand and the Common Seal of said Council this 14th day of August 1988

[Signature]
 Mayor

[Signature]
 Notarised Officer



COMPUTED PLAN

1000 DISTRICT ... OTAGO ...
 SURVEY BLK. & DIS. WITH SHOTOVER S.D.
 RECORD MAP NO.

**PLAN OF RIGHT OF WAY
 OVER PT. SEC 52 & SEC 2 SO 21582**

TERRITORIAL AUTHORITY Queenstown-Lakes Dist. Ctl.
 Surveyed by Johnson, Moffatt, Anderson & Phipps
 Scales 1:500 ... Date August, 1988

Approved as to Survey
[Signature]
 4.1.88
 CSAL Surveyor

Registered
 4.1.88
 SO 21649

TRANSFER

RIGHT OF WAY IN GROSS

MINISTER OF CONSERVATION Grantor

THE QUEENSTOWN LAKES DISTRICT COUNCIL Grantee

Regional Solicitor
Department of Conservation
DUNEDIN



11-21-07-FEB97
PARTICULARS ENTERED
LAND REGISTRY DTAGD
ASST. LAND REGISTRAR
712/844
024260/3



District and being all the land comprised and described in Certificate of Title Register No. ~~11C/1135~~ ^{13A/644} (Otago Registry) ~~SUBJECT however to right of way easement in gross created by Transfer and right of way easement created by Transfer~~ (hereinafter called "the servient tenement")

AND WHEREAS ANTHONY JOHN WARRINGTON of Wellington Soil Conservator **DONALD McLEOD WARRINGTON** of Dunedin University Lecturer **DAVID GRAY WARRINGTON** of Dunedin Teacher and **ANNE FIONA WARRINGTON** of Dunedin Teacher (hereinafter together with their executors administrators and assigns called "the First Grantees") are registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all those pieces of land situated in the Shotover Survey District containing firstly 2212 square metres more or less being part Section 55 Block XXI Shotover Survey District and being all the land comprised and described in Certificate of Title Register No. 11C/1136 (Otago Registry) **SUBJECT** however to the reservations and conditions imposed by section 8 of the Mining Act 1971 and section 168A of the Coal Mines Act 1925 and right of way easement created by Transfer and **SECONDLY** 871 square metres more or less being Lot 2 DP 20241 Block XXI Shotover Survey District and being all the land comprised and described in Certificate of Title Register No. 11C/1133 (Otago Registry) **SUBJECT** however to the reservations and conditions imposed by section 8 of the Mining Act 1971 and section 168A of the Coal Mines Act 1925 and Memorandum of Mortgage 719119 (hereinafter called "the first dominant tenements")

AND WHEREAS THE QUEENSTOWN LAKES DISTRICT COUNCIL a body corporate under the Local Government Act 1974 (hereinafter together with its successors and assigns called "the Second Grantee") is registered as proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all those pieces of land situated in the Shotover Survey District containing **FIRSTLY** 629 square metres more or less being Lot 3 DP 20241 Shotover Survey District and being all the land comprised and described in Certificate of Title Register No. 11C/1134 (Otago Registry) **SUBJECT** however to the reservations and conditions imposed by section 8 of the Mining Act 1971 and section 168A of the Coal Mines Act 1925 and **SECONDLY** 518 square metres more or less being Lot 4 DP 20241 Shotover Survey District and being all the land comprised and described in Certificate of Title Register No. 11C/1135 (Otago Registry)

SUBJECT however to the reservations and conditions imposed by section 8 of the Mining Act 1971 and section 168A of the Coal Mines Act 1925 (hereinafter called "the second dominant tenements")

AND WHEREAS the MINISTER OF CONSERVATION (hereinafter together with his successors and assigns called "the Grantor") has agreed to grant to the First Grantees and the Second Grantee the easement hereby created subject to the terms and conditions contained herein

NOW THEREFORE in consideration of the sum of **TEN CENTS** (10c) paid to the Grantor by each of them the First Grantees and the Second Grantee (the receipt of which sum the Grantor hereby acknowledges) the Grantor pursuant to section 48 of the Reserves Act 1977 **DOTH HEREBY TRANSFER AND GRANT** to the First Grantees and the Second Grantee the full free uninterrupted and unrestricted right liberty and privilege for the First Grantees and the Second Grantee their servants tenants agents workmen licensees and invitees (in common with the Grantor his tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that part of the servient tenement marked with the letter "B" on the copy of SO Plan 21649 attached hereto to the intent that such easement hereby created shall be forever appurtenant to the first dominant tenements and the second dominant tenements for all purposes connected with the reasonable use occupation and enjoyment thereof

[Handwritten signatures and initials]

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor and the First Grantees and the Second Grantee:

1 **THE** costs of and incidental to this transfer shall be borne by the First Grantees and the Second Grantee.

2 **THE** First Grantees and the Second Grantee shall indemnify the Grantor and Her Majesty the Queen against all and any action claim injury damage or loss which may arise in any manner whatsoever from the creation of this easement.

3 **THE** rights implied in paragraphs 2(c) and (d) in easements of vehicular right of way by the ninth schedule to the Property Law Act 1952 are hereby expressly negatived insofar as they apply to Her Majesty the Queen. and paragraph 2(c) expressly negatived insofar as it applies to the first grantee.

APR

DATED the 25th day of Nov. 1993

SIGNED by the said **ANTHONY JOHN WARRINGTON** in the presence of:

) *Anthony John Warrington*

Witness: *M A Collins* M A Collins

Occupation: *J.P.* Justice of the Peace

Address: *7 Kereka St. Wainuiomata*
7 Kereka Street, Wainuiomata

SIGNED by the said **DONALD McLEOD WARRINGTON DAVID GRAY WARRINGTON and ANNE FIONA WARRINGTON** in the presence of:

) *Donald McLeod Warrington*
) *David Gray Warrington*
) *Anne Fiona Warrington*

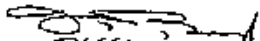
Witness: *Antony Hamel* Antony Hamel

Occupation: *Lawyer* Lawyer

Address: *Dunedin* Dunedin

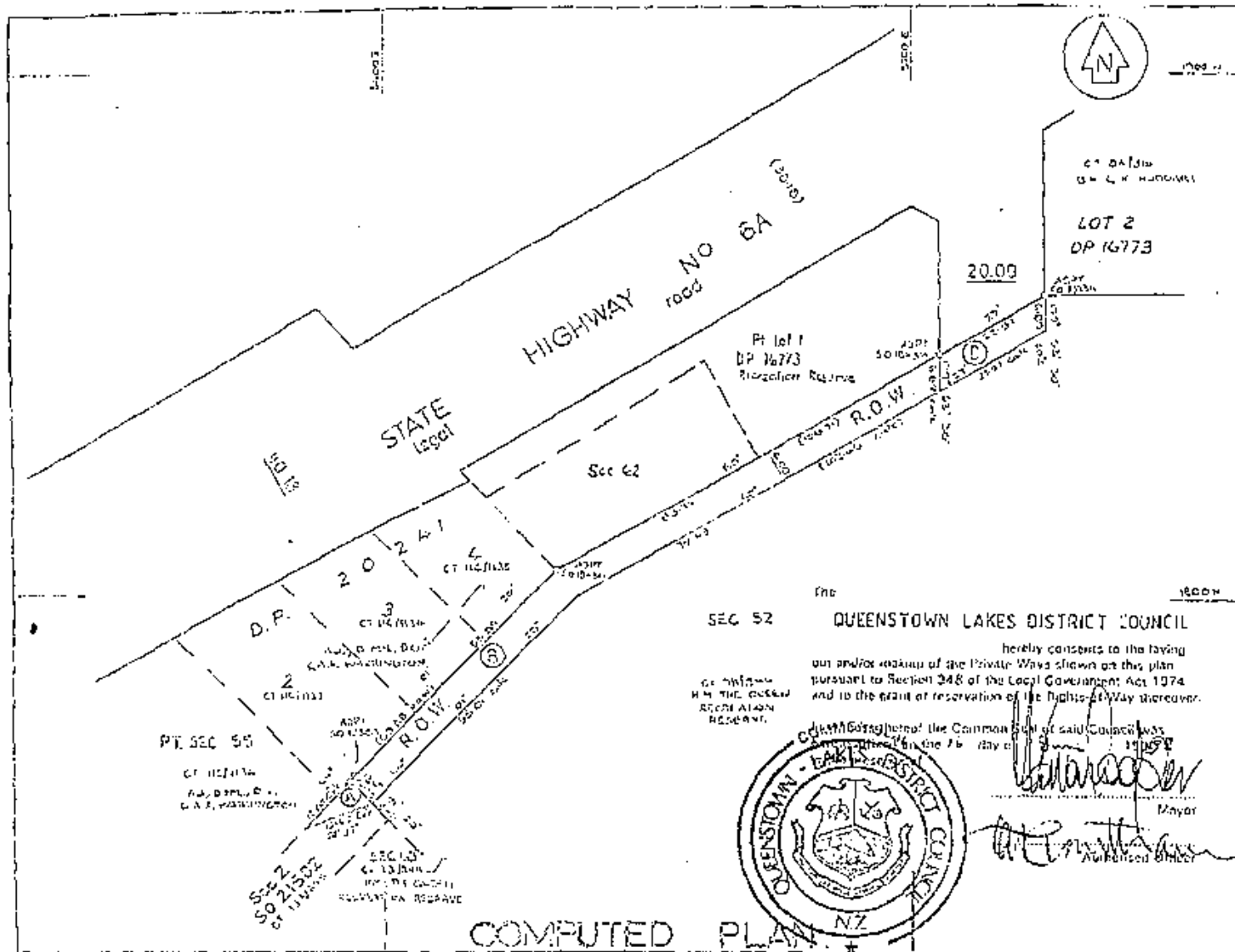
SIGNED for and on behalf of the)
MINISTER OF CONSERVATION by)
Jeff Connell an officer of the Department)
of Conservation pursuant to a designation)
given to him by the Director-General of)
Conservation and dated the 30th day of June)
1989 in the presence of:)



Witness: 
Occupation: *Jesse Howard Beard* SURVEYOR
Address: *Dunedin* DUNEDIN

Correct for the purposes of the Land Transfer Act


Solicitor for the First Grantees and the Second Grantee



APPROVALS 	
OPTIONAL EASEMENTS IN GROSS Purpose Shown Section Grantor a.o.w. (C) Sec 52 Lake C.C.	
OPTIONAL EASEMENTS Purpose Shown Section Grantor R.O.W. (A) Sec 2 Pt Sec 52 R.O.W. (B) Sec 52 Pt Sec 52	
DATUM - OLD CADASTRAL ORIGIN - TRIG MBOA SHOOTOVER S.D.	
Total Area Computed in I HEREBY CERTIFY that the above is a true and correct copy of the original plan as shown to me by the Surveyor and that the same is in accordance with the provisions of Section 224 of the Survey Act 1976 and that the same is in accordance with the provisions of the Survey Act 1976.	
Date of Survey of Survey The Plan Particulars Surveyed by Approved as to Survey H. I. G. 20 Deposited this	
REGIONAL AUTHORITY Queenstown-Lakes Dist. Counc. Surveyed by Johnson, Harold Anderson, Phil SO 21649 August 1985.	
SO 21649	

LAND DISTRICT ... OTAGO
 SURVEY DIV. & DIST. XI. SHOOTOVER S.D.
 NZRS 281 SHE. F. ... RECORD 2027 06

COMPUTED PLAN
 PLAN OF RIGHT OF WAY
 OVER PT. SEC 52 & SEC 2 SO 21582

REGIONAL AUTHORITY Queenstown-Lakes Dist. Counc.
 Surveyed by Johnson, Harold Anderson, Phil
 SO 21649 August 1985.

TRANSFER

RIGHT OF WAY

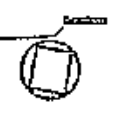
MINISTER OF CONSERVATION	Grantor
ANTHONY JOHN WARRINGTON AND OTHERS	First Grantee
THE QUEENSTOWN LAKES DISTRICT COUNCIL	Second Grantee

Regional Solicitor
Department of Conservation
DUNEDIN

Section 52 Block XX1
Shotover S.D.

11.21 07.FEB97
PARTICULARS ENTERED IN
LAND REGISTRY DTAGO
ASST. LAND REGISTRAR
11C/1136 11C/113
7B/344 11C/1133
924260/5
DISTRICT LAND REGISTRAR
NEW ZEALAND

B



TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used; no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description -- Insert only when part or Stratum, CT

7B	844	ALL	
----	-----	-----	--

E 502249.3 GRANT OF EASEMENT M1
C2Y-81/81.P05-848.03/08/81.11129



DocID: 110233387

Transferor *Sumames must be underlined or in CAPITALS*

QUEENSTOWN LAKES DISTRICT COUNCIL

Transferee *Sumames must be underlined or in CAPITALS*

HELIJET ADVENTURES LIMITED

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Easements as Right of Way

Consideration

One Dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described 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 19th day of July 2001

Attestation

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in **BLOCK** letters
(unless typewritten or legibly stamped)

Witness name Joanna May Schuek

Occupation Executive Assistant

Address Queenstown

[Handwritten Signature]

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952
Certified that an ad valorem duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE UNAPPLICABLE CERTIFICATE)

[Handwritten Signature]
Solicitor for the Transferee

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

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

Transfer

Dated 19 July 2001

Page 2 of 8 Pages

1.0 The Transferee shall have a Right of Way over those parts of land contained in Certificate of Title 7B/844 (the Servient Land) marked "C", "F", "H", "J", "L" and "M" ^{on Deposited Plan 301511} being forever appurtenant to the land of the Transferee contained in Certificate of Title OT 11C/1134 (the Dominant Land).

1.1 The Transferee shall have a Right of Way over those parts of land contained in Certificate of Title 7B/844 (the Servient Land) marked "C" "F" "H" "J" and "L" ^{on Deposited Plan 301511} being forever appurtenant to the land of the Transferee contained in Certificate of Title OT 11C/1135 (the Dominant Land).

TOGETHER WITH those rights and powers detailed in clause 2 hereof

SUBJECT TO the terms, conditions, covenants and restrictions detailed in clause 3 hereof

AND TOGETHER WITH the full free, uninterrupted and unrestricted right of ingress, egress and regress for the Transferee, the Transferee's servants, agents and workmen, through over and upon such part or parts of the Servient Land as may be necessary to maintain, upkeep and repair the land over which the easements are granted or any structure or improvement used as part of the easement, together with the right to deposit thereon any material, tools and implements necessary for the purposes aforesaid together with full power and authority for the Transferee, the Transferee's agents and servants, with or without vehicles and machinery from time to time and at all times to enter and remain on such part or parts of the said land as may be necessary or proper for or in relation to any of the purposes aforesaid.

2.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952)

2.1 The Right of Way means the full free uninterrupted and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor 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.

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.

bj6711d

Annexure Schedule

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

Transfer

Dated

19 July 2001

Page

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of

8

Pages

3.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Transfer

3.1 Each grant shall be for all time.

3.2

(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 3.2.

3.3 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.

3.4 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:

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.

Annexure Schedule

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

Transfer

Dated

19 July 2001

Page

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of

6

Pages

- (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 for 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.

3.5 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:

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.

Annexure Schedule

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

Transfer

Dated 19 July 2001

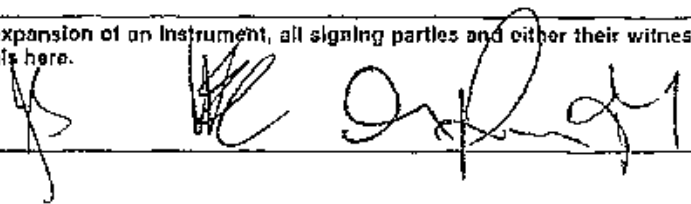
Page 5 of 8 Pages

- (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 alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 3.5.
- (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.

3.6

- (a) If, following the procedures to resolve any dispute between the parties contained in clause 3.5 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.
 - (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.

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.



Annexure Schedule

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

Transfer

Dated 19 July 2001

Page 6 of 8 Pages

3.7 A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this instrument shall not operate to relieve the Transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

3.8 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.

3.9

- (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.

3.10 In this instrument, unless the context otherwise requires:

"Dominant Land" means the land contained in Certificate of Titles OT11C/1134 and OT 11C/1135 and to which the relevant easements are appurtenant.

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.

Annexure Schedule

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

Transfer

Dated

19 July 2001

Page

7

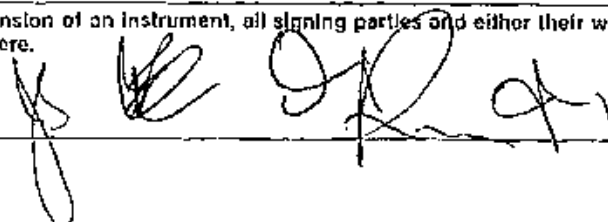
of

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Pages

- "The Transferee" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easements are appurtenant.
 - "The Transferee and Other Authorised Persons" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easements.
 - "The Transferor" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easements.
 - "The Transferor and Other Authorised Persons" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the benefit which is the subject of the relevant easements.
 - "Servient Land" means the land contained in Certificate of Title 7B/844.
 - The following meanings are given to the following words in clause 3.4:
 - * 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.
- 3.11 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.
- 3.12 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.



Annexure Schedule

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

Transfer

Dated

18 July 2007

Page


8

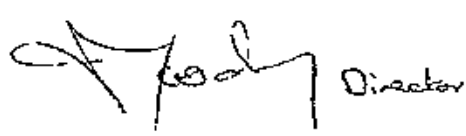
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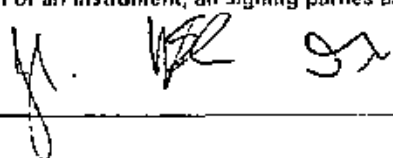
Pages

SIGNED for and on behalf of
HELIJET ADVENTURES LIMITED
as Transferee
in the presence of:

)  Director

)  Director

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.



Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Macalister Todd Phillips Bodkins Solicitors PO Box 653 QUEENSTOWN

Auckland District Law Society
REF: 4127/2

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

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

7B	844	ALL	
----	-----	-----	--

E 5070392.2 GRANT OF EASEMENT M3
COPY-81/81.909-812.20/88/83.15155

Transferor *Sumames must be underlined or in CAPITALS*

QUEENSTOWN LAKES DISTRICT COUNCIL



Doc ID: 110240242

Transferee *Sumames must be underlined or in CAPITALS*

MUSIC MAN DEVELOPMENTS LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Right of Way, Right to Convey Water, Power and Telecommunications, Right to Drain Sewage and Water

Consideration

One Dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described 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 **15th** day of **August** **2001**

Attestation

<p>Signature, or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness's name ALEXANDER DOUGLAS REID</p> <p>Occupation PROPERTY MANAGER</p> <p>Address QUEENSTOWN</p>	
--	---	--

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

Solicitor for the Transferee

Annexure Schedule

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

TRANSFER

Dated 15 August 2001

Page 2 of 10 Pages

Estate or Interest or Easement to be created (continued)

- 1.0 The Transferee shall have the right to convey water over those parts of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.
- 1.1 The Transferee shall have the right to convey power over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.
- 1.2 The Transferee shall have the right to convey telecommunications over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.
- 1.3 The Transferee shall have the right to convey water over those parts of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363.
- 1.4 The Transferee shall have the right to convey power over that part of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363.
- 1.5 The Transferee shall have the right to convey telecommunications over that part of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363.
- 1.6 The Transferee shall have the right to drain sewage over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.

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



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

TRANSFER

Dated 15 August 2001

Page 3 of 14 Pages

- 1.7 The Transferee shall have the right to drain water over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.
- 1.8 The Transferee shall have the right to drain sewage over that part of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363.
- 1.9 The Transferee shall have the right to drain water over that part of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363.
- 1.10 The Transferee shall have a Right of Way over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" "F" "G" and "H" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificates of Title 6362 and 6363.
- 1.11 The Transferee shall have a Right of Way over that part of Certificate of Title 7B/844 marked "I" and "J" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6363


THE SAID EASEMENTS being defined in the Seventh Schedule to the Land Transfer Act 1952

TOGETHER WITH those rights and powers detailed in clause 2 hereof

SUBJECT TO the terms, conditions, covenants and restrictions detailed in clause 3 hereof

AND TOGETHER WITH the full, free, uninterrupted and unrestricted right of ingress, egress and regress for the Transferee, the Transferee's servants, agents and workmen through, over and upon such part or parts of the Servient Land as may be necessary to secure access to the electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or cables, pipes or pipelines, and underground reticulation from the nearest public road and upon such part or parts of the land as may be necessary for the purpose of erecting, constructing, installing, renewing, re-erecting, repairing, maintaining or attending the said electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or

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

TRANSFER

Dated 15 August 2001

Page 4 of 10 Pages

cables, pipes or pipelines, and underground reticulation and as may be necessary to maintain upkeep and repair the land over which the easements are granted and together with the right to deposit thereon any material, tools and implements necessary for the purposes aforesaid together with full power and authority for the Transferee, the Transferee's agents and servants, with or without vehicles and machinery from time to time and at all times to enter and remain on such part or parts of the said land as may be necessary or proper for or in relation to any of the purposes aforesaid

2.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952)

2.1 The Right to Convey Water shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and his tenants (in common with the Transferor, 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.

2.2 The Right to Convey Power means the full, free uninterrupted and unrestricted right, liberty and privilege for the Transferee his tenants other authorised persons and the Transferee's tenants (in common with the Transferor 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, 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, and lines" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.

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.



Annexure Schedule

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

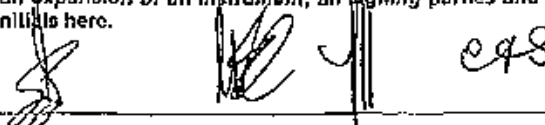
Transfer

Dated 15 August 2001

Page 5 of 14 Pages

- 2.3 The Right to Convey Telecommunications means the full, free uninterrupted and unrestricted right for the Transferee and other authorised persons (in common with the Transferor, his tenants and other authorised persons) from time to time and at all times to convey or conduct telephone, telecommunications, electronic communications, signals or impulses by means of lines or cables, 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, lines and cables", so as to give full effect to the rights to convey or conduct telephone, telecommunications, electronic communications, signals or impulses contained in this instrument.
- 2.4 The Right of Way means the full uninterrupted and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor, his tenants and any other authorised persons) to pass and re-pass on foot and with motor and other vehicles, laden and unladen machinery and implements of any kind for all purposes connected with the use and enjoyment of the Transferee's land over and along the right of way area.
- 2.5 The Right to Drain Sewage means the full uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge of convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary cleaning and renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of that part of the servient land over which the easement is granted.
- 2.6 The Right to Drain Water means the full free and uninterrupted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge or convey stormwater (whether rain, lempet, spring soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods

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.



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

Transfer

Dated 15 August 2001

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of necessary cleaning renewal and or repair from the dominant land through pipes and conduits laid or to be laid under the surface of or through the soil of that part of the servient land over which the easement is granted.

3.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Transfer

3.1 Each grant shall be for all time.

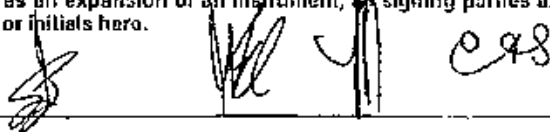
3.2 The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits pursuant to the right to drain water and sewage and the Right to Convey Water specified in this instrument, shall be met as to a fair proportion according to use by the registered proprietors of the Dominant and 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.

3.3 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, or lines used to convey the telecommunications or 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, or lines 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.

3.4 The cost of maintaining and repairing the access 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 access way, being the registered proprietors of the land served by the Right of Way and the registered proprietor of the Dominant Land provided that:

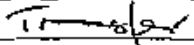
- i) No land owner shall be required to contribute to the maintenance and repair of any part of the access way not used by that land owner and;

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



Annexure Schedule

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

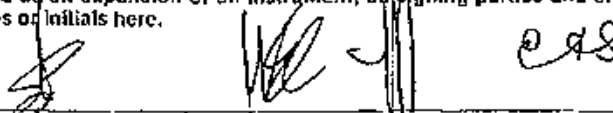


Dated 15 August 2001

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- 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

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Annexure Schedule

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

Transfer

Dated 15 August 2001

Page 8 of 10 Pages

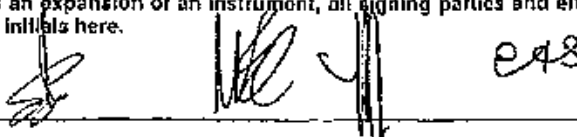
obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:

- (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 alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 3.7.
- (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.

3.8

- (a) If, following the procedures to resolve any dispute between the parties contained in clause 3.7 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.

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.

 The block contains three handwritten signatures or initials in black ink. The first is a stylized signature, the second is a more legible signature, and the third is the initials 'eas'.

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

Transfer

Dated 15 August 2001

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(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.

3.9 A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this Instrument shall not operate to relieve the Transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

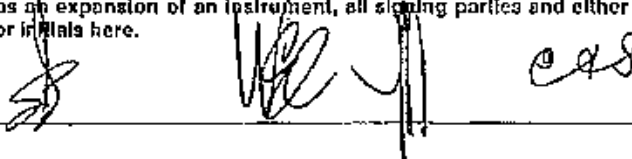
3.10 A written notice to be sent pursuant to the terms of this instrument shall be:

- (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.

3.11

- (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.

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.



Annexure Schedule

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

Transfer

Dated 15 August 2001

Page 10 of 10 Pages

(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.

3.12 In this instrument, unless the context otherwise requires:

- "*Dominant Land*" means the land to which the various easements are appurtenant being Certificates of Title 6362 and/or 6363 as applicable.
- "*The Transferee*" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easements are appurtenant.
- "*The Transferee and Other Authorised Persons*" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easements.
- "*The Transferor*" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easements.
- "*The Transferor and Other Authorised Persons*" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the benefit which is the subject of the relevant easements.
- "*Servient Land*" means the land contained in Certificate of Title 7B/844.
- The following meanings are given to the following words in clause 3.6:
 - * 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.

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



Annexure Schedule

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

Transfer

Dated 15 August 2000


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A reference to the "other party" is any party to this instrument other than the defaulting party.

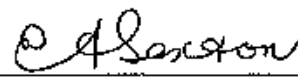
3.13 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.

3.14 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.

SIGNED for and on behalf of
MUSIC MAN DEVELOPMENTS LIMITED
as Transferee

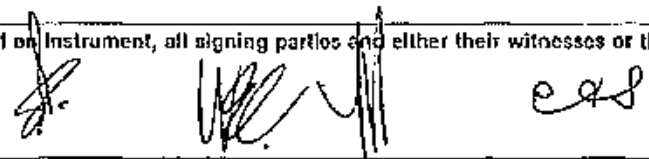
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K.F. Sexton - Director



E.A. Sexton - Director

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.



Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Macalister Todd Phillips Bodkins Solicitors PO Box 653 QUEENSTOWN

Auckland District Law Society
REF: 4130 02

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(except for "Law Firm Acting")

TRANSFER
Land Transfer Act 1952



If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description -- Insert only when part or Stratums, CT

7B	844	ALL	
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E 522564, 4 GRANT OF EASEMENT 41
001-01/01, PC1-011, 23/05/02, 13120



DocID: 110329391

Transferor Surnames must be underlined or in CAPITALS

QUEENSTOWN LAKES DISTRICT COUNCIL

Transferee Surnames must be underlined or in CAPITALS

KAWARAU JET SERVICES HOLDNGS LIMITED

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Right of Way, Right to Convey Water, Power and Telecommunications, Right to Drain Sewage and Water

Consideration

One Dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described 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 13th day of December 2001

Attestation

<p>CC X <i>Mr Goodwin</i></p> <p>DX X <i>[Signature]</i></p>	<p>Signed in my presence by the Transferor</p> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless handwritten or legibly stamped)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>	<p>QUEENSTOWN LAKES DISTRICT COUNCIL</p> <p>ALEXANDER DOUGLAS REID PROPERTY MANAGER QUEENSTOWN</p>
<p>Signature, or common seal of Transferor</p>		

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977. (DELETE UNAPPLICABLE CERTIFICATE)

REF: 4122/11

[Signature]
Solicitor for the Transferee

1001 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200

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Estate or Interest or Easement to be created (continued)

- 1.0 The Transferee shall have the right to convey water over those parts of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.
- 1.1 The Transferee shall have the right to convey power over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.
- 1.2 The Transferee shall have the right to convey telecommunications over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.
- 1.3 The Transferee shall have the right to drain sewage over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.
- 1.4 The Transferee shall have the right to drain water over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.
- 1.5 The Transferee shall have a Right of Way over that part of Certificate of Title 7B/844 marked "B" "C" "D" "E" and "F" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6361.

THE SAID EASEMENTS being defined in the Seventh Schedule to the Land Transfer Act 1952

TOGETHER WITH those rights and powers detailed in clause 2 hereof

SUBJECT TO the terms, conditions, covenants and restrictions detailed in clause 3 hereof

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.

[Handwritten signatures and initials]

Annexure Schedule

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"Mortgage", "Transfer", "Lease" etc

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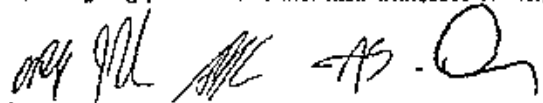
~~AND TOGETHER WITH~~ the full, free, uninterrupted and unrestricted right of ingress, egress and regress for the Transferee, the Transferee's servants, agents and workmen through, over and upon such part or parts of the Servient Land as may be necessary to secure access to the electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or cables, pipes or pipelines, and underground reticulation from the nearest public road and upon such part or parts of the land as may be necessary for the purpose of erecting, constructing, installing, renewing, re-erecting, repairing, maintaining or attending the said electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or cables, pipes or pipelines, and underground reticulation and as may be necessary to maintain upkeep and repair the land over which the easements are granted and together with the right to deposit thereon any material, tools and implements necessary for the purposes aforesaid together with full power and authority for the Transferee, the Transferee's agents and servants, with or without vehicles and machinery from time to time and at all times to enter and remain on such part or parts of the said land as may be necessary or proper for or in relation to any of the purposes aforesaid

2.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952)

2.1 The Right to Convey Water shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and his tenants (in common with the Transferor, 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.

2.2 The Right to Convey Power means the full, free uninterrupted and unrestricted right, liberty and privilege for the Transferee his tenants other authorised persons and the Transferee's tenants (in common with the

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Transferor 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, 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, and lines" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.

2.3 The Right to Convey Telecommunications means the full, free uninterrupted and unrestricted right for the Transferee and other authorised persons (in common with the Transferor, his tenants and other authorised persons) from time to time and at all times to convey or conduct telephone, telecommunications, electronic communications, signals or impulses by means of lines or cables, 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, lines and cables", so as to give full effect to the rights to convey or conduct telephone, telecommunications, electronic communications, signals or impulses contained in this instrument.

2.4 The Right of Way means the full uninterrupted and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor, his tenants and any other authorised persons) to pass and re-pass on foot and with motor and other vehicles, laden and unladen machinery and implements of any kind for all purposes connected with the use and enjoyment of the Transferee's land over and along the right of way area.

2.5 The Right to Drain Sewage means the full uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge of convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary

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~~cleaning and renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of that part of the servient land over which the easement is granted.~~

2.6 The Right to Drain Water means the full free and uninterrupted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge or convey stormwater (whether rain, tempest, spring soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning renewal and or repair from the dominant land through pipes and conduits laid or to be laid under the surface of or through the soil of that part of the servient land over which the easement is granted.

3.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Transfer

3.1 Each grant shall be for all time.

3.2 The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits pursuant to the right to drain water and sewage and 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.

3.3 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, or lines used to convey the telecommunications or 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, or lines 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.

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3.4 ~~The cost of maintaining and repairing the access 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 access 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 access 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.

3.5 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.

3.6 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.

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(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.

3.7 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 alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 3.7.

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[Handwritten signatures and initials]

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(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.

3.8

(a) If, following the procedures to resolve any dispute between the parties contained in clause 3.7 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.

(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.

3.9 A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this instrument shall not operate to relieve the Transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

3.10 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

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CPY JLL *AB* *Or*

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- (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

3.11

- (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.

3.12 In this instrument, unless the context otherwise requires:

- "*Dominant Land*" means the land contained in Certificate of Title 6361.
- "*The Transferee*" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easements are appurtenant.
- "*The Transferee and Other Authorised Persons*" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easements.
- "*The Transferor*" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easements.
- "*The Transferor and Other Authorised Persons*" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the benefit which is the subject of the relevant easements.

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"Servient Land" means the land contained in Certificate of Title 7B/844.

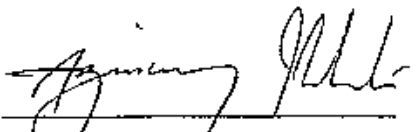
The following meanings are given to the following words in clause 3.6:

- 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.

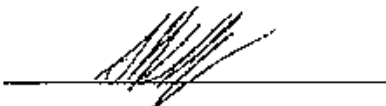
3.13 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.

3.14 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.

SIGNED for and on behalf of)
KAWARAU JET SERVICES HOLDINGS LIMITED)
as Transferee)



Director



Director

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Approved by Registrar-General
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Land Transfer Act 1952

Law Firm Acting
Macalister Todd Phillips Bodkins Solicitors PO Box 653 QUEENSTOWN

Auckland District Law Society
REF: 4132 /Z

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TRANSFER

Land Transfer Act 1952

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Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description - Insert only when part or Stratum, CT

7B	844	ALL	
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Transferor Surnames must be underlined or in CAPITALS

QUEENSTOWN LAKES DISTRICT COUNCIL

Transeree Surnames must be underlined or in CAPITALS

OYSTER DISTRIBUTORS LIMITED

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.

Right of Way, Right to Convey Water, Power and Telecommunications, Right to Drain Sewage and Water

Consideration




One Dollar (\$1.00)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described 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 21st day of June 2001

Attestation

 	Signed in my presence by the Transferor Signature of Witness	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	
	Occupation	
	Address	
Signature, or common seal of Transferor		

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



Solicitor for the Transeree

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"Mortgage", "Transfer", "Lease" etc

Dated

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Estate or Interest or Easement to be created (continued)

- 1.0 The Transferee shall have the right to convey water over those parts of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.
- 1.1 The Transferee shall have the right to convey power over that part of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.
- 1.2 The Transferee shall have the right to convey telecommunications over that part of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.
- 1.3 The Transferee shall have the right to drain sewage over those parts of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.
- 1.4 The Transferee shall have the right to drain water over that part of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.
- 1.5 The Transferee shall have the Right of Way over that part of Certificate of Title 7B/844 marked "B" "C" and "D" on Deposited Plan 301511 being forever appurtenant to the land of the Transferee in Certificate of Title 6360.

THE SAID EASEMENTS being defined in the Seventh Schedule to the Land Transfer Act 1952

TOGETHER WITH those rights and powers detailed in clause 2 hereof

SUBJECT TO the terms, conditions, covenants and restrictions detailed in clause 3 hereof

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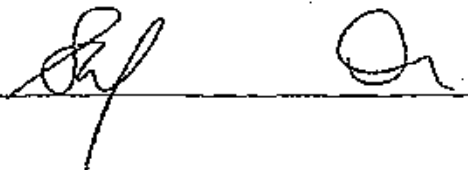
AND TOGETHER WITH the full, free, uninterrupted and unrestricted right of ingress, egress and regress for the Transferee, the Transferee's servants, agents and workmen through, over and upon such part or parts of the Servient Land as may be necessary to secure access to the electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or cables, pipes or pipelines, and underground reticulation from the nearest public road and upon such part or parts of the land as may be necessary for the purpose of erecting, constructing, installing, renewing, re-erecting, repairing, maintaining or attending the said electric power lines, poles, conduits, transformers, cables and supports, telecommunication lines or cables, pipes or pipelines, and underground reticulation and as may be necessary to maintain upkeep and repair the land over which the easements are granted and together with the right to deposit thereon any material, tools and implements necessary for the purposes aforesaid together with full power and authority for the Transferee, the Transferee's agents and servants, with or without vehicles and machinery from time to time and at all times to enter and remain on such part or parts of the said land as may be necessary or proper for or in relation to any of the purposes aforesaid

2.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952)

2.1 The Right to Convey Water shall mean the full free uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and his tenants (in common with the Transferor, 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.

2.2 The Right to Convey Power means the full, free uninterrupted and unrestricted right, liberty and privilege for the Transferee his tenants other authorised persons and the Transferee's tenants (in common with the

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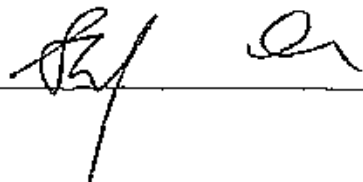
Transferor his tenants and other authorised persons) from time to time and at all times to convey or conduct electricity by means of lines or cables, below ground, along the stipulated course across the land over which the easement is granted or created together with the other rights and powers as are 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, and lines" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.

2.3 The Right to Convey Telecommunications means the full, free uninterrupted and unrestricted right for the Transferee and other authorised persons (in common with the Transferor, his tenants and other authorised persons) from time to time and at all times to convey or conduct telephone, telecommunications, electronic communications, signals or impulses by means of lines or cables, 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, lines and cables", so as to give full effect to the rights to convey or conduct telephone, telecommunications, electronic communications, signals or impulses contained in this instrument.

2.4 The Right of Way means the full uninterrupted and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor, his tenants and any other authorised persons) to pass and re-pass on foot and with motor and other vehicles, laden and unladen machinery and implements of any kind for all purposes connected with the use and enjoyment of the Transferee's land over and along the right of way area.

2.5 The Right to Drain Sewage means the full uninterrupted and unrestricted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge of convey sewage and other waste material and fluid in any quantities in free and unimpeded flow (except during any periods of necessary

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.



Annexure Schedule

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

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(cleaning and renewal and/or repair) from the dominant land through pipes and conduits laid or to be laid under the surface of and through the soil of that part of the servient land over which the easement is granted.

2.6 The Right to Drain Water means the full free and uninterrupted right liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor and other authorised persons having the like right) to drain discharge or convey stormwater (whether rain, tempest, spring soakage or seepage water) in any quantities in free and unimpeded flow (except during any periods of necessary cleaning renewal and or repair from the dominant land through pipes and conduits laid or to be laid under the surface of or through the soil of that part of the servient land over which the easement is granted.

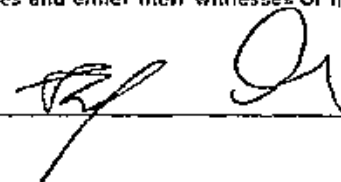
3.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Transfer

3.1 Each grant shall be for all time.

3.2 The cost of maintaining, repairing, cleaning or renewing any pipes, races or conduits pursuant to the right to drain water and sewage and 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.

3.3 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, or lines used to convey the telecommunications or 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, or lines 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.

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3.4 The cost of maintaining and repairing the access 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 access way, being the registered proprietors of the land served by the Right of Way and the registered proprietor of the Dominant Land provided that;

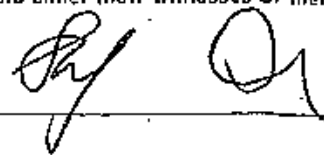
- i) No land owner shall be required to contribute to the maintenance and repair of any part of the access way not used by that land owner and;
- ii) If any such construction, maintenance or repair becomes necessary through the omission neglect or default by any party then that party responsible shall meet the cost of such construction, maintenance or repair attributable to that party's omission, neglect or default.

3.5 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.

3.6 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.

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.



Annexure Schedule

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

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(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.

3.7 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:

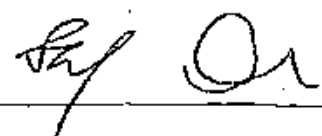
(i) the dispute resolution process and procedures to be adopted for resolving the dispute; and

(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 alternative dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 3.7.

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- (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.

3.8

- (a) If, following the procedures to resolve any dispute between the parties contained in clause 3.7 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:

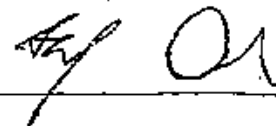
- (i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.
- (ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.

3.9 A registered proprietor shall only be liable pursuant to this instrument for liabilities and/or costs arising pursuant to this instrument prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT the registration of a transfer of a registered proprietor's interest in any land subject to this instrument shall not operate to relieve the Transferor from any liability arising pursuant to this instrument prior to the date of registration of transfer.

3.10 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

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.



Annexure Schedule

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"Mortgage", "Transfer", "Lease" etc

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- (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

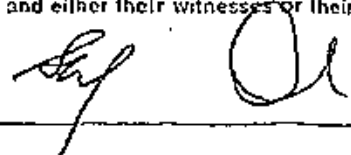
3.11

- (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.

3.12 In this instrument, unless the context otherwise requires:

- "*Dominant Land*" means the land to which the various easements are appurtenant being Certificate of Title 6360.
- "*The Transferee*" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easements are appurtenant.
- "*The Transferee and Other Authorised Persons*" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easements.
- "*The Transferor*" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easements.
- "*The Transferor and Other Authorised Persons*" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the benefit which is the subject of the relevant easements.

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Annexure Schedule

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

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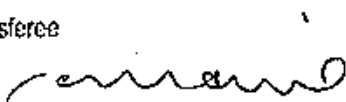
"Servient Land" means the land contained in Certificate of Title 7B/844.

The following meanings are given to the following words in clause 3.6:

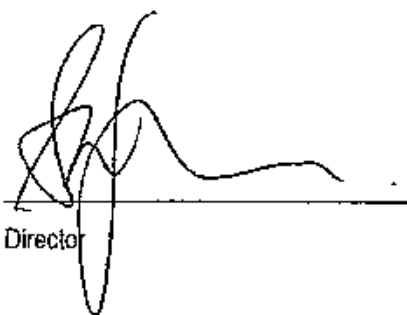
- A reference to the "defaulting party" is a reference to the party of this instrument which neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party.
- A reference to the "other party" is any party to this instrument other than the defaulting party.

- 3.13 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.
- 3.14 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.

SIGNED for and on behalf of
OYSTER DISTRIBUTORS LIMITED
as Transferee



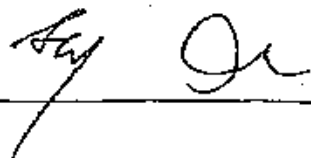
S. H. N. STAMERS-SMITH
Solicitor
Queenstown

)
)
)


Director

Director

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.



Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Macalister Todd Phillips Bodkins Solicitors PO Box 653 QUEENSTOWN

Auckland District Law Society
REF: 4133/2

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

98 5624935.1 Certificate p

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To: Registrar - General of Land
Otago Registry



**Certificate under section 98 Ngai Tahu Claims Settlement Act 1998
Identifying "Relevant Land" under Part 9 of the Act for noting memorial on title**

Pursuant to s. 98(1) of the Ngai Tahu Claims Settlement Act 1998 and acting on behalf of the Chief Executive Officer of Land Information New Zealand pursuant to a delegation under s. 41 of the State Sector Act 1988, I certify that the Certificate of Title (or Lease) listed below is "Relevant Land" under Part 9 of that Act, and on which the Registrar - General of Land is obliged by section 98(3) to note the words "Subject to Part 9 of the Ngai Tahu Claims Settlement Act 1998 (which provides for certain disposals relating to the land to which this certificate of title relates to be offered for purchase or lease to Te Runanga o Ngai Tahu in certain circumstances)"

Schedule

Otago Registry

Certificate of Title number:

OT5C/1147

OT5C/1288

OT7B/497

OT6C/1408

OT7B/844

Dated at Christchurch this 12th day of June 2003

Chief Executive of Land Information New Zealand
or person acting pursuant to Delegated Authority

STEPHEN ROBERT GILBERT

Name of delegated person

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

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

EI 8007055.5 Easemen

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Land registration district

OTAGO



DocID: 212294502

Grantor

Surname(s) must be underlined or in CAPITALS.

QUEENSTOWN LAKES DISTRICT COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.

QUEENSTOWN LAKES DISTRICT COUNCIL

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).

Dated this 18th day of November 2008

Attestation

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

 	Signed in my presence by the Grantee
	Signature of witness Witness to complete in BLOCK letters (press 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.



Easement instrument

Dated

16th November 2008

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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 Drain Stormwater	"E" DP 412058	Section 52 Block XXI Shotover SD CT 077B/844	In Gross

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~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~
~~(the provisions set out in Annexure Schedule 2).~~

Covenant provisions

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

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

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952,~~
~~Annexure Schedule 2.~~

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

Annexure Schedule



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

Easement

Dated 18th November 2008

Page 2 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

Schedule 2

(Continuation of implied rights and powers)

1. INTERPRETATION

1A DEFINITIONS

1.1.1 In this instrument unless the context otherwise requires:

a) "Instrument"

means this Easement instrument (including these conditions) as it may be varied from time to time.

b) "these conditions"

means these conditions as they may be varied from time to time.

c) "Easement"

means an easement recorded by this Easement Instrument

d) "The Plan"

means Deposited Plan No 412058 Otago Registry

e) "The Right to Drain Stormwater"

means the Grantee shall have the right to convey water including rainwater, tempest, spring, soakage or seepage water in any quantities in free and unimpeded flow (except during any periods of necessary cleaning, renewal and/or repair) through pipes and conduits laid or to be laid under the surface of and through the soil of the Stormwater Drainage Areas together with the additional rights and powers incidental thereto and set out in this Instrument and the Fourth Schedule of the Land Transfer Regulations 2002.

f) "Servient Land"

in relation to any easement means the land which is subject to the relevant easement and described as Section 52 Block XXI Shotover SD Certificate of Title OT7B/844.

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

Annexure Schedule



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

Easement

Dated **15th November 2008**

Page **3** of **5** Pages

(Continue in additional Annexure Schedule, if required.)

- k)
 - g) "Stormwater Drainage Area"
means that part of the Servient Land marked "E" on the Plan.
 - h) "Stormwater Drainage Easement"
means the right recorded by this Instrument in relation to each Stormwater Drainage Area.
- 2 TERM OF GRANT**
 - 2.1 Each grant shall be for all time**
 - 2.1.1 Each grant shall be for all time.
 - 2.1.2 No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.
- 3 GRANTEE'S RIGHTS**

The Grantee shall have as easements in gross, in favour of the Grantee, the following rights:

 - 3.1 To Drain Stormwater**
 - 3.1.1 to drain water through the Stormwater Drainage Areas
 - 3.2 To install Pipes and Drains**
 - 3.2.1 to dig, construct and lay pipes and pipe drains through the Stormwater Drainage Areas.
 - 3.3 To inspect and repair**
 - 3.3.1 to inspect, repair, maintain, renew, replace, clean, dig up, alter or enlarge the pipes, and pipe drains.
 - 3.4 To enter**
 - 3.4.1 for the Grantee, its servants, agents, workmen and contractors to enter and remain on such parts of the Servient Land as may be necessary for the purpose of laying, inspecting, repairing, maintaining, renewing and replacing the said pipes, pipe drains, cables and pump station and associated structures and machinery and ancillary equipment (if any) together with the full power

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

Annexure Schedule



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

Easement

Dated 18th November 2008

Page 4 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

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 exercising and enjoying all or any of the rights, privileges and easements granted in this instrument.

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall:

4.1 Not to cause excessive damage

4.1.1 Cause as little damage as possible to the Servient Land and the occupiers of the Servient Land.

4.2 Restore land

4.2.1 Restore the Servient Land described as near as reasonably possible to its previous condition.

4.3 Make good damage

4.3.1 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.

4.4 Not to leave rubbish

4.4.1 Not except while work is being carried on upon the Servient Land, leave on the Servient Land any rubbish or debris or obstruction.

5 GRANTOR'S COVENANTS

The Grantor covenants with the Grantee:

5.1 Not to place buildings or shrubs

5.1.1 Not to place any building or plant any tree or shrub on the Stormwater Drainage Area without the prior written consent of the Grantee.

5.2 Reasonable steps to prevent damage

5.2.1 To take all reasonable steps to ensure that its tenants, agents and workmen to not do any willful or negligent act or thing whereby the said pipes, drains, cables, pump station or associated structures

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

Annexure Schedule



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

Easement

Dated 18 November 2008

Page 5 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

or machinery shall be damaged or destroyed.

5.2.2 If it is established that the damage was caused by the negligent or wilful act of the Grantor or its tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required.

5.2.3 Any work so required shall be carried out by a contractor selected by the Grantee.

5.3 Not to interfere with the rights conferred

5.3.1 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.

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.

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

EI 8007055.6 Easemen

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Land registration district

OTAGO



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Surname(s) must be underlined or in CAPITALS.

Grantor

QUEENSTOWN LAKES DISTRICT COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.




WENSLEY DEVELOPMENTS THE MARINA LIMITED

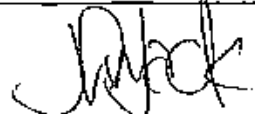
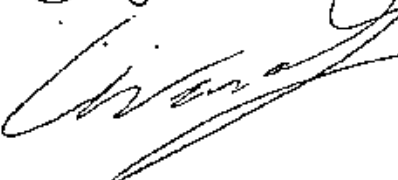
Grant of easement or profit à prendre or creation of covenant

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).

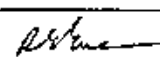
Dated this 18th day of November 2008

Attestation

 	Signed in my presence by the Grantor
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation 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 <u>Amanda Grouse</u> Occupation <u>Personal Assistant</u> Address <u>Chamonds West, Invercargill</u>
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.

Approved by Registrar-General of Land under No. 2007/6225
Annexure Schedule 1



Easement instrument

Dated

18th November 2008

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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 Drain Stormwater	"F" DP 412058	Section 52 Block XXI Shotover SD CT OT7B/844	LOT 2 DP 16773 CT OT8A/314

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

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

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

The implied rights and powers are ~~[varied]~~ ~~[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

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



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

Easement Instrument

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

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

WESTPAC NEW ZEALAND LIMITED

Mortgagee under Mortgage 7543436.1

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

the within Easement Instrument

Dated this 3rd day of November 2008

Attestation

Signed by
WESTPAC NEW ZEALAND LIMITED

(incorporated in New Zealand)

by its attorney

GABRIELLE MARY MASON

in the presence of

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

KIRSTON JANE COX
BANK OFFICER
WESTPAC NEW ZEALAND LIMITED
LEGAL SERVICES UNIT
AUCKLAND

Occupation

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.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

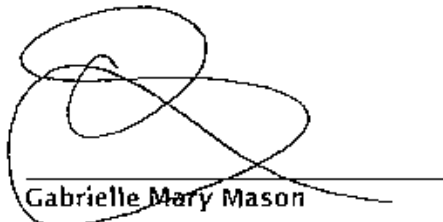
I, **GABRIELLE MARY MASON**, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier One Attorney for Westpac New Zealand Limited.
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 **Westpac New Zealand Limited** or otherwise

SIGNED at Auckland

On this 3rd day of November 2008



Gabrielle Mary Mason

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



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

Easement Instrument

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

Consentor
Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

STRUCTURED FINANCE (NZ) LIMITED

Mortgagee under Mortgage 7541569.1

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 _____]

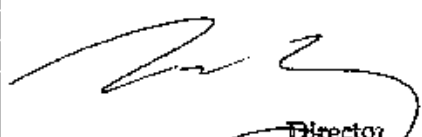

~~[Without prejudice to the rights and powers existing under the interest of the Consentor]~~

the Consentor hereby consents to:

registration of the attached Easement Instrument

Dated this 3rd day of November 2008

Attestation

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

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



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier OT15C/965
Land Registration District Otago
Date Registered 11 January 1995 09:19 am

Type	Lease under s83 Land Act 1948		
Area	1.3765 hectares more or less	Term	10 (Ten) years commencing on the first day of July 1994 and further extended to 30 June 2024

Legal Description Section 1 Survey Office Plan 24208

Proprietors

Queenstown Lakes District Council

Interests

Extract from N.Z. Gazette, 20 April 1989, No. 70, p. 1612

GN 732751 Gazette Notice/

Copy - G1101.Pds - 002,30/10/03,13:19



North 61005666

Classification and Naming of a Reserve

Pursuant to the Reserves Act 1977, and to a delegation from the Minister of Conservation, the Southern Regional Manager, Department of Conservation, hereby classifies the reserve, described in the Schedule hereto, as a recreation reserve, and further, declares that the said reserve shall hereafter be known as the Frankton Marina Recreation Reserve.

Schedule

Otago Land District—Queenstown-Lakes District

5 square metres, more or less, being Section 1, S.O. 22996, situated in Block XXI, Shotover Survey District. Part Gazette 1957, page 1646.

INDEX *for pub pool sec 47* *Procl 7261*

1669 square metres, more or less, being Section 48, situated in Block XXI, Shotover Survey District. Part Gazette 1963, page 809. S.O. 13315.

INDEX *CT 7B/844*

2403 square metres, more or less, being Section 49, situated in Block XXI, Shotover Survey District. Part Gazette 1963, page 809. S.O. 13315.

INDEX

8350 square metres, more or less, being Section 52, situated in Block XXI, Shotover Survey District. Part Gazette 1957, page 1646. S.O. 18436.

INDEX *CT 7B/844*

3550 square metres, more or less, being Section 53, situated in Block XXI, Shotover Survey District. All Gazette 1976, page 1875. S.O. 18436.

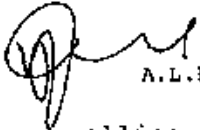
467000 *CT 7B/844*

Dated at Dunedin this 10th day of April 1989.

J. N. RODDA, Regional Manager.

(Cons. R.O. CML 11/109/1)
ln6029

743280/1 Notice stopping that part of the un-named road adjoining part of the within land which is now known as Section 2 SO 21582 (1587m²) - 28.11.1989 at 9.40am
New C.T. 13A/470 issued



A.L.R.

924260/1 Gazette Notice cancelling the vesting of part of the within land (1.3569 ha being Sections 48, 52 & 53 Block XXI Shotover S D) in the Queenstown-Lakes District Council -7.2.1997 at 11.21 am



A.L.R.

9.31 10 JUL 89 732751
PARTICULARS ENTERED IN REGISTER
LAND REGISTER 01A-50
ASST. REGISTRAR
INDEX
90' 4.67 544
7B/844

[C] SITE AND PROPOSED SUBDIVISION PLANS



DATA QUALITY STATEMENTS

PROPERTY DATA
 The property data has been sourced from land information New Zealand (LINZ) and is current as at Sep 2012. The boundary data has been compiled from various existing surveys of different ages.

SURVEY DATA
 Surveyed data has been compiled from CPM topographical data.

SURVEY DATUMS
 Horizontal coordinates are in terms of NZ Geodetic Datum 2000, Mount Nicholas 2000 Circuit.
 Vertical elevations are in terms of Dunedin Vertical Datum (MSL).
 Contour interval is 0.5m.

TOPOGRAPHICAL PLAN

Frankton Marina
 for Lakes Marina Project Ltd

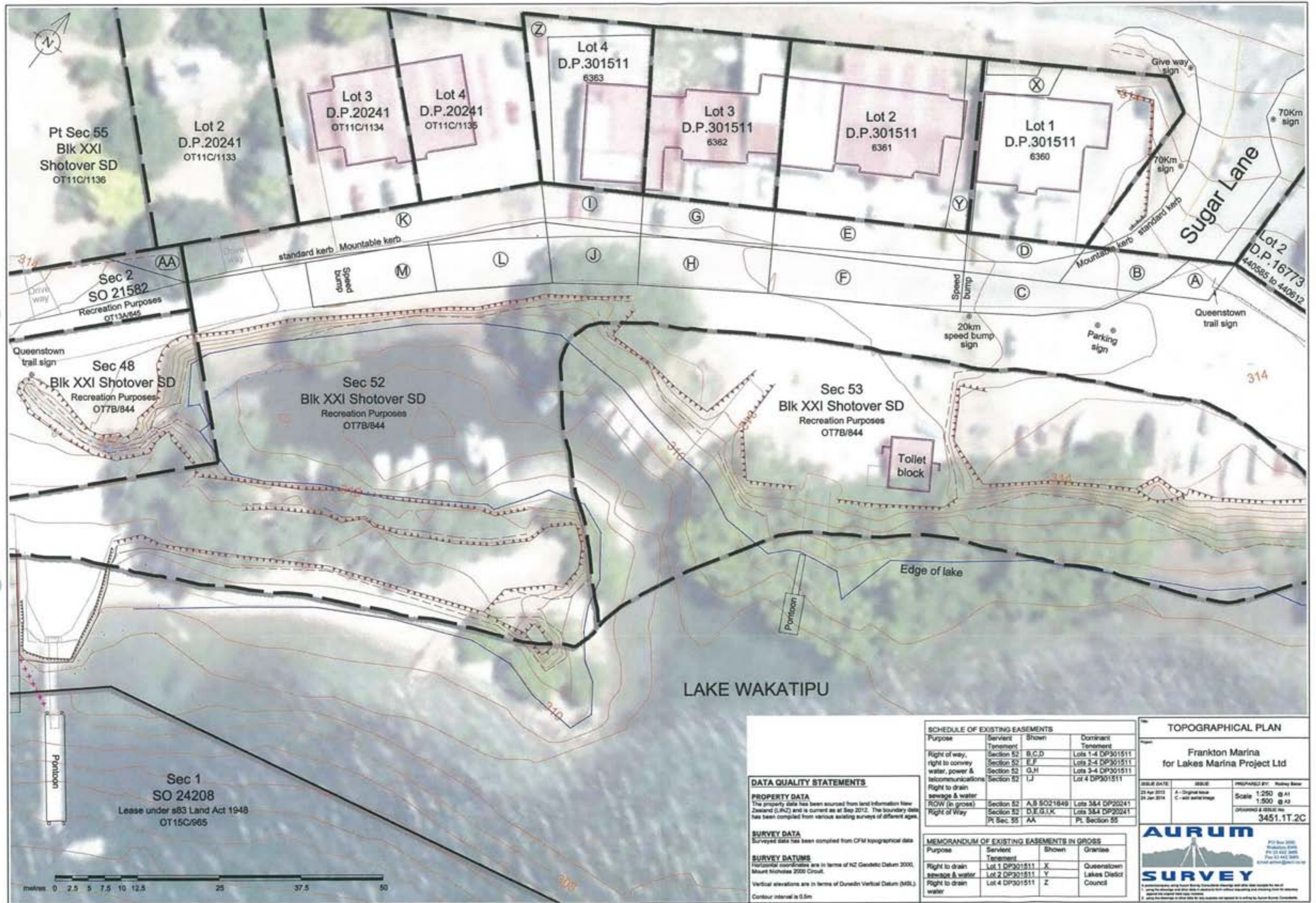
ISSUE DATE	ISSUE	PREPARED BY
28 Sep 2012	A - Original Issue	Robbie Blair
28 Jan 2014	C - with aerial image	

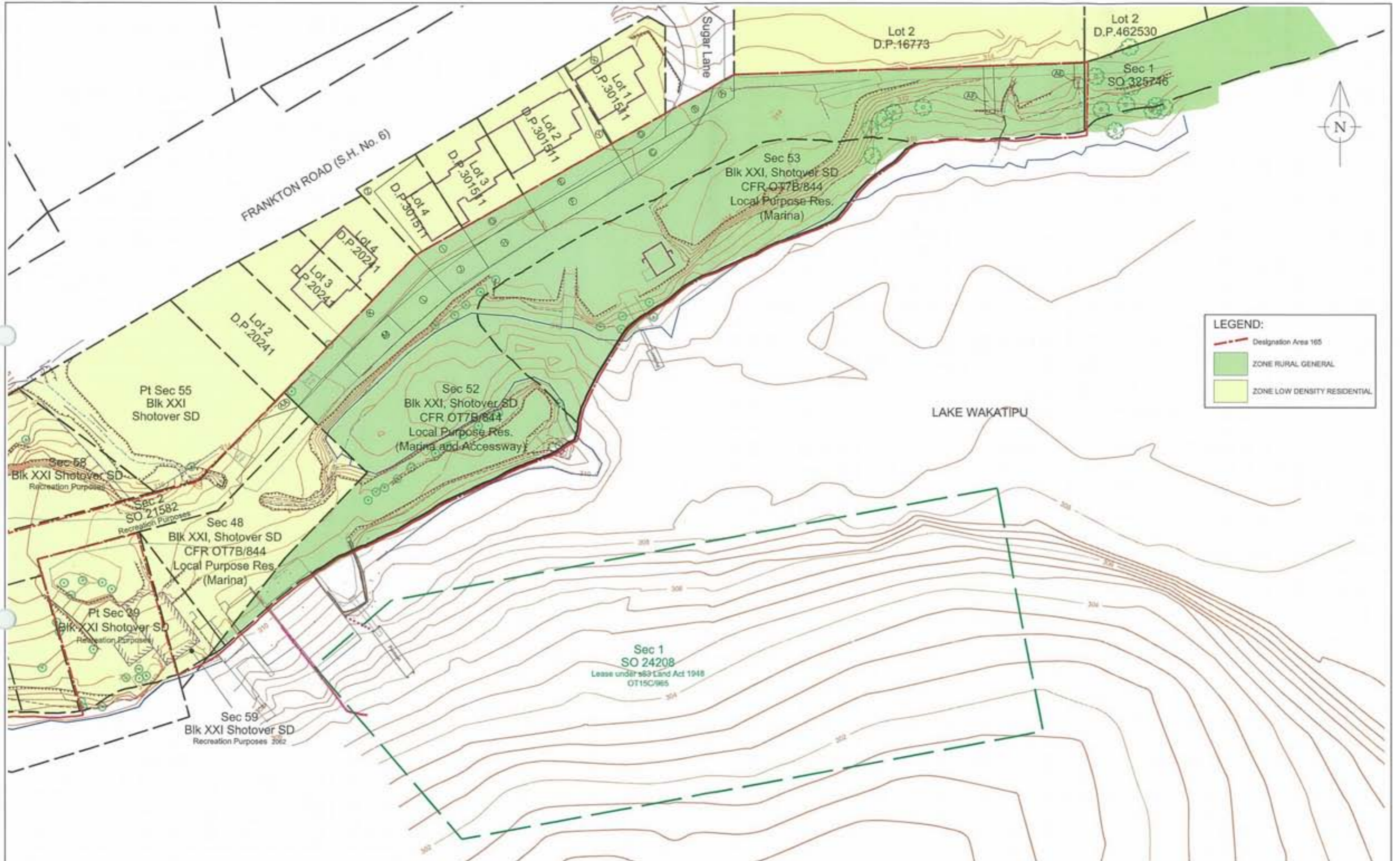
Scale 1:500 @ A1
 Scale 1:1000 @ A3
 DRAWING & ISSUE No. 3451.1T.1C

AURUM SURVEY

412 Ross Street
 Wakatipu 9100
 Ph 03 442 3400
 Fax 03 442 3400
 Email aurum@aurum.co.nz

A person preparing using Aurum Survey Coordinate software and other software under the licence of Aurum Survey and other software to produce this drawing without obtaining the licence of Aurum Survey is liable for any errors or omissions in this drawing. It is the responsibility of the user to ensure that the drawing is used for the intended purpose.





LEGEND:

- Designation Area 165
- ZONE RURAL GENERAL
- ZONE LOW DENSITY RESIDENTIAL



NOTE: Contour interval is 0.5m metre.
Levels in terms of Dunedin Vertical Datum (MSL).

A person/company using Aurum Survey Consultants drawings and other data accepts the risk of:
1. using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy version;
2. using the drawings or other data for any purpose not agreed to in writing by Aurum Survey Consultants.

REV.	DATE	REVISION DETAILS	BY:
A	28/1/14	Initial release	RVB

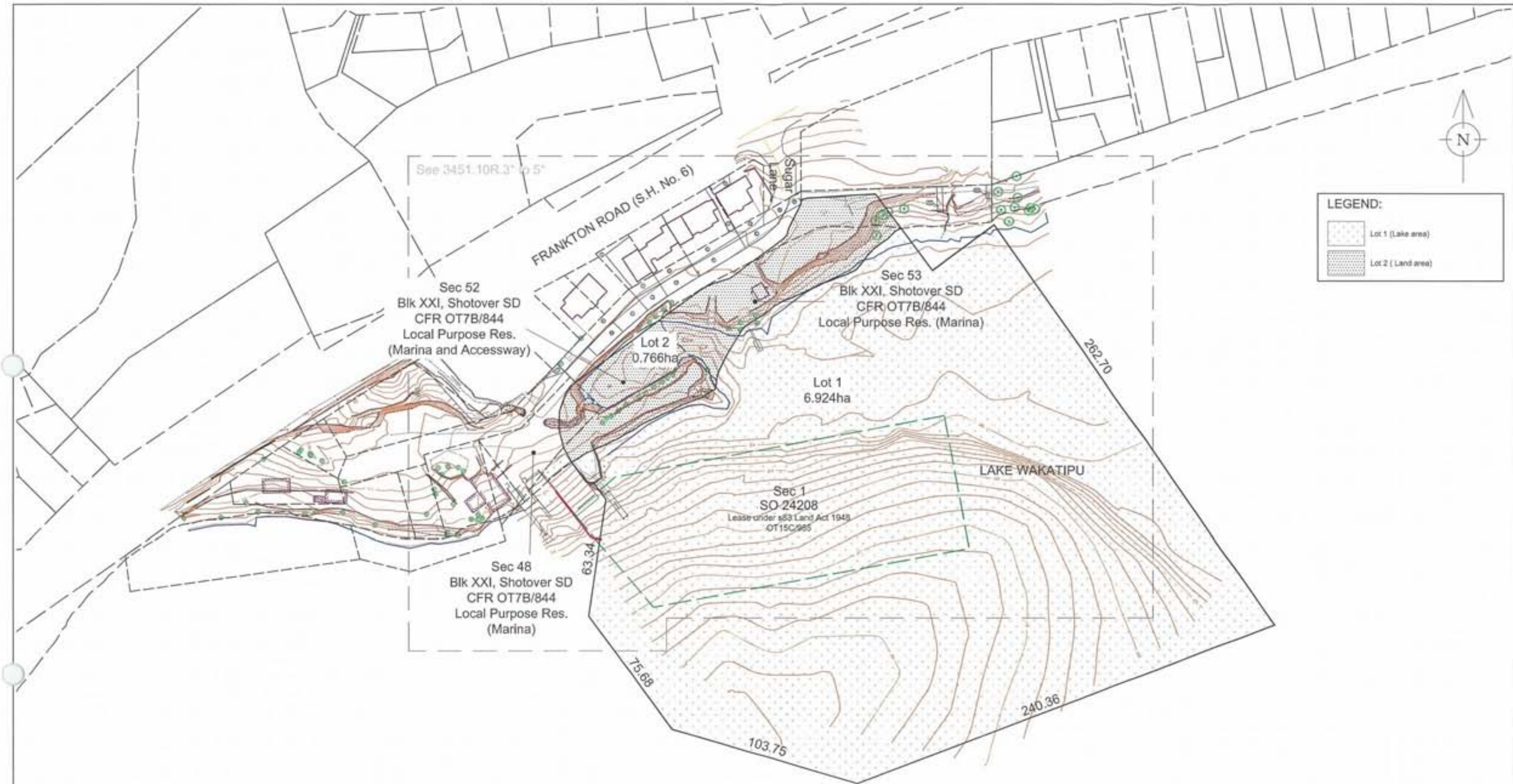
WARNING NOTE:
This resource consent plan has been prepared for the client from field survey and existing records for the purpose of a proposed subdivision on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
**Zone Plan
Frankton Marina
for Lakes Marina Project Ltd**



DATE: 28 Jan 2014
BY: Rodney Baker
Scale 1:2000
Original Plan A3
DRAWING & ISSUE No.
3451.9R.1A



PO Box 2493
Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@ascl.co.nz



LEGEND:

-  Lot 1 (Lake area)
-  Lot 2 (Land area)



NOTE: Contour interval is 0.5m metre.
Levels in terms of Dunedin Vertical Datum (MSL).

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1. using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy version;
2. using the drawings or other data for any purpose not agreed to in writing by Aurum Survey Consultants.

REV.	DATE	REVISION DETAILS	BY:
A	28/1/14	Initial release	RVB

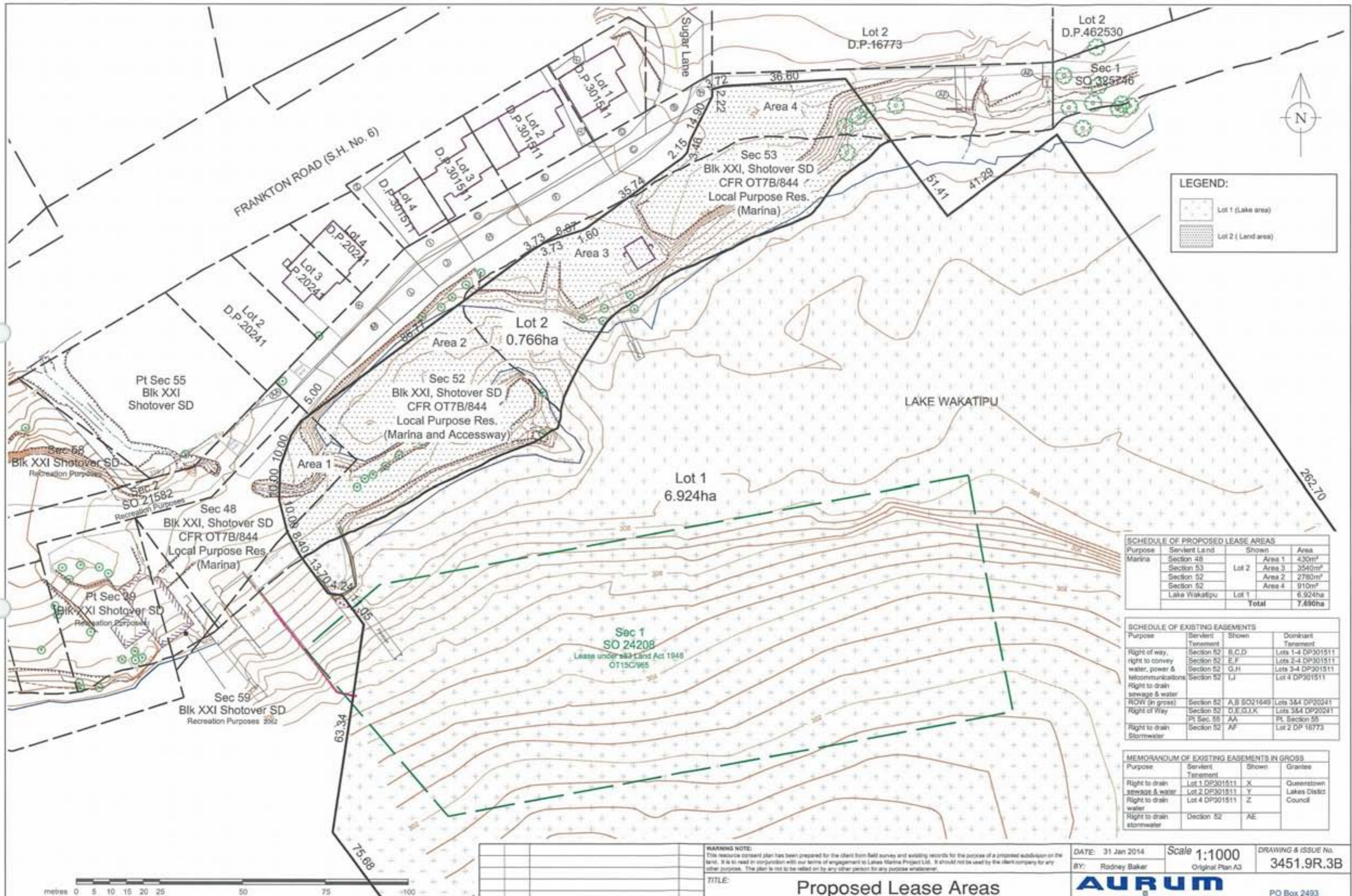
WARNING NOTE:
This resource consent plan has been prepared for the client from field survey and existing records for the purpose of a proposed subdivision on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
**Proposed Lease Areas
Frankton Marina
for Lakes Marina Project Ltd**

DATE: 28 Jan 2014 Scale 1:2000
BY: Rodney Baker Original Plan A3 DRAWING & ISSUE No. 3451.9R.2A

AURUM SURVEY

PO Box 2493
Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@ascl.co.nz



LEGEND:

	Lot 1 (Lake area)
	Lot 2 (Land area)

SCHEDULE OF PROPOSED LEASE AREAS

Purpose	Servient Land	Shown	Area
Marina	Lot 2	Area 1	4,300m ²
		Area 3	2,540m ²
		Area 2	2,780m ²
		Area 4	910m ²
Lake Wakatipu	Lot 1		6,924ha
Total			7,690ha

SCHEDULE OF EXISTING EASEMENTS

Purpose	Servient Tenement	Shown	Dominant Tenement
Right of way, right to convey water, power & telecommunications	Section 52	B,C,D	Lots 1-4 DP301511
Right to drain sewage & water	Section 52	E,F	Lots 2-4 DP301511
Right to drain stormwater	Section 52	G,H	Lots 3-4 DP301511
Right to drain stormwater	Section 52	I,J	Lot 4 DP301511
ROW (in gross)	Section 52	A,B SO21649	Lots 3&4 DP20241
Right of Way	Section 52	D,E,G,H,K	Lots 3&4 DP20241
Right to drain stormwater	Pt Sec 55	AA	Pt Section 55
Right to drain stormwater	Section 52	AF	Lot 2 DP 16773

MEMORANDUM OF EXISTING EASEMENTS IN GROSS

Purpose	Servient Tenement	Shown	Grantee
Right to drain sewage & water	Lot 1 DP301511	X	Queenstown Lakes District Council
Right to drain water	Lot 2 DP301511	Y	Queenstown Lakes District Council
Right to drain water	Lot 4 DP301511	Z	Queenstown Lakes District Council
Right to drain stormwater	Section 52	AE	Queenstown Lakes District Council

NOTE: Contour interval is 0.5m metre.
Levels in terms of Dunedin Vertical Datum (MSL).

A person viewing using Aurum Survey Consultants drawings and other data accepts the risk of:
1. using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy version;
2. using the drawings or other data for any purpose not agreed to in writing by Aurum Survey Consultants.

REV.	DATE	REVISION DETAILS	BY:
B	31/1/14	Text alterations	RVB
A	28/1/14	Initial release	RVB

WARNING NOTE:
This resource consent plan has been prepared for the client from field survey and existing records for the purpose of a proposed subdivision on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE: **Proposed Lease Areas Frankton Marina for Lakes Marina Project Ltd**

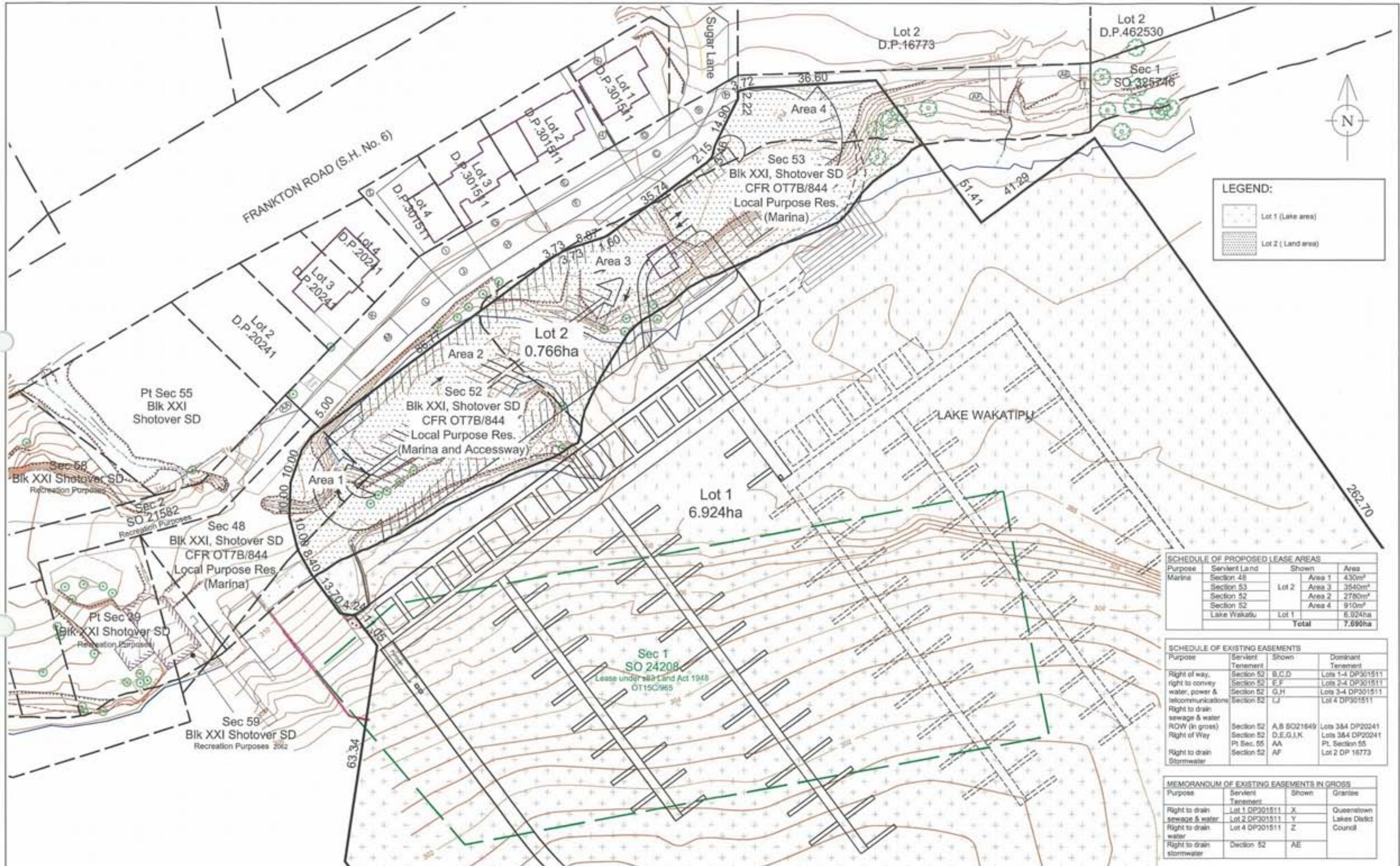
DATE: 31 Jan 2014
BY: Rodney Baker

Scale 1:1000
Original Plan A3

DRAWING & ISSUE No. 3451.9R.3B

AURUM SURVEY

PO Box 2493
Wakallipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@ascl.co.nz



LEGEND:

	Lot 1 (Lake area)
	Lot 2 (Land area)

SCHEDULE OF PROPOSED LEASE AREAS

Purpose	Servient Land	Shown	Area
Marina	Section 52	Area 1	430m ²
		Area 2	3540m ²
		Area 3	2780m ²
		Area 4	910m ²
Lake Wakatipu	Lot 1		6.924ha
Total			7.690ha

SCHEDULE OF EXISTING EASEMENTS

Purpose	Servient Tenement	Shown	Dominant Tenement
Right of way, right to convey	Section 52	B,C,D	Lots 1-4 DP301511
water, power & telecommunications	Section 52	E,F	Lots 2-4 DP301511
Right to drain sewage & water	Section 52	G,H	Lots 3-4 DP301511
ROW (in gross)	Section 52	I,J	Lot 4 DP301511
Right of Way	Section 52	A,B 5021649	Lots 3&4 DP20241
Right to drain stormwater	Pt Sec 55	D,E,G,I,K	Lots 3&4 DP20241
	Section 52	AA	PL Section 55
	Section 52	AF	Lot 2 DP 16773

MEMORANDUM OF EXISTING EASEMENTS IN GROSS

Purpose	Servient Tenement	Shown	Grantee
Right to drain sewage & water	Lot 1 DP301511	X	Queenstown Lakes District Council
Right to drain water	Lot 2 DP301511	Y	
Right to drain stormwater	Lot 4 DP301511	Z	
	Section 52	AE	



NOTE: Contour interval is 0.5m metre.
Levels in terms of Dunedin Vertical Datum (MSL).

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1. using the drawings and other data in electronic form without requesting and checking them for accuracy against the original hard copy version;
2. using the drawings or other data for any purpose not agreed to in writing by Aurum Survey Consultants.

REV.	DATE	REVISION DETAILS	BY:
A	28/1/14	Initial release	RVB

WARNING NOTE:
This resource consent plan has been prepared for the client from field survey and existing records for the purpose of a proposed subdivision on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
Proposed Lease Areas & Marina layout
Frankton Marina
for Lakes Marina Project Ltd

DATE: 28 Jan 2014
BY: Rodney Baker

Scale 1:1000
Original Plan A3

DRAWING & ISSUE No:
3451.9R.4A

AURUM SURVEY

PO Box 2493
Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@asct.co.nz

[D] LIST OF REPORTS PREPARED FOR RM070524 CONSENT

LIST OF APPENDICES

Appendix A	Certificate of Titles
Appendix B	Survey Plans and Information
Appendix C	Archimedia Architectural Plans
Appendix D	Photo Montages
Appendix E	Peter Rough Landscape Architect Plans
Appendix F	Peter Rough Landscape Architect Report
Appendix G	Urban Design Assessment and Urban Design Panel Report
Appendix	Lewis Bradford Engineering Report
Appendix I	MWH Infrastructure Report
Appendix J	OCEL Marine Engineering Report
Appendix K	Tonkin and Taylor Geotechnical Report
Appendix L	Tonkin and Taylor Hydro-geological Report
Appendix M	Tonkin and Taylor Earthworks Drawings
Appendix N	Ryder Consulting Freshwater Ecological Report
Appendix O	Traffic Design Group Transport Assessment
Appendix P	Malcolm Hunt & Associates Acoustic Assessment
Appendix Q	Frankton Marina Reserve Management Plan Objectives and Policies
Appendix R	Design Details, GFA figures, etc
Appendix S	Outline of Site Management Measures
Appendix T	Consultation List

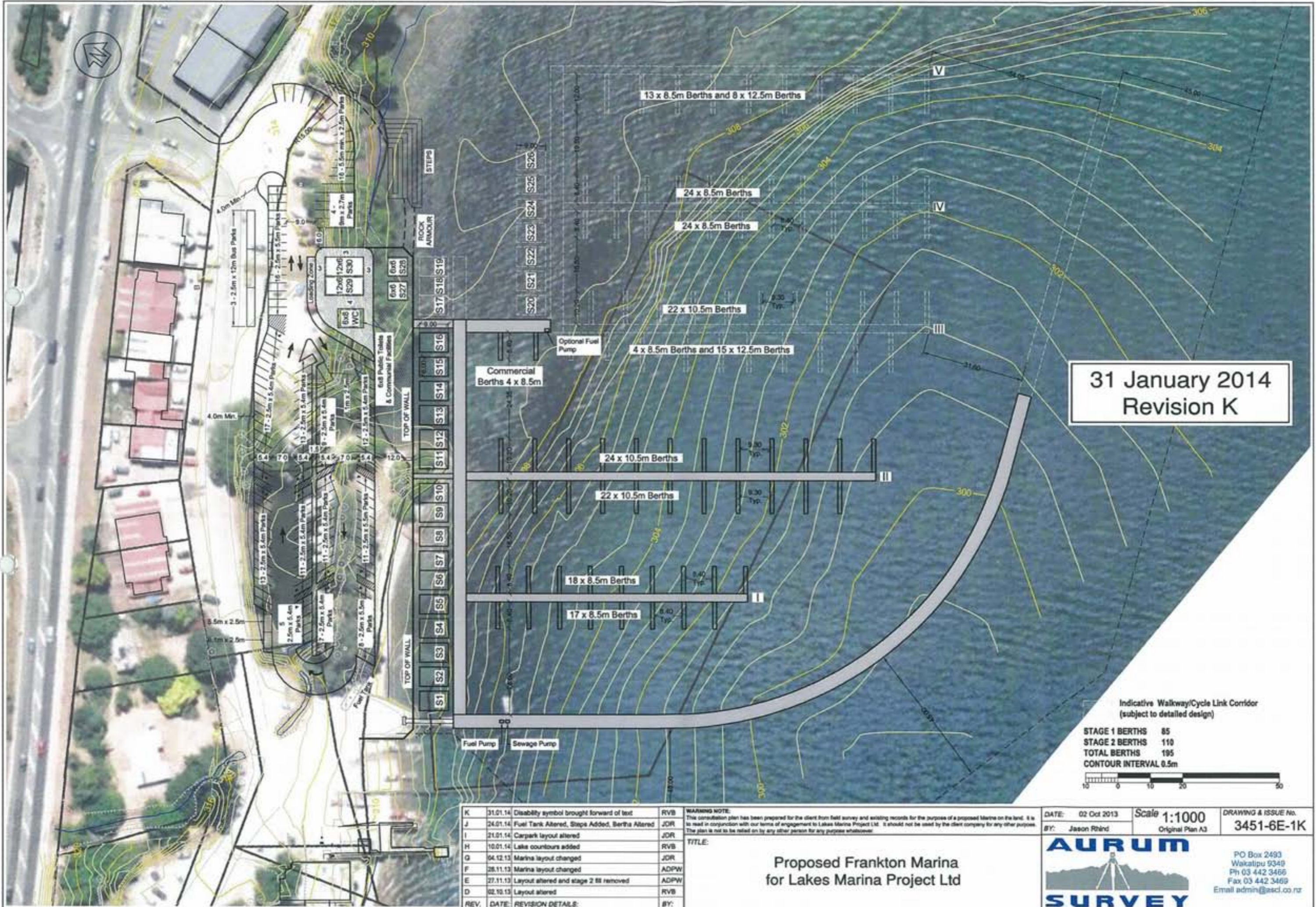
[E] PLANS OF THE MARINA INCLUDING PROPOSED BUILDINGS
AND CARPARK PLANS











31 January 2014
Revision K

Indicative Walkway/Cycle Link Corridor
(subject to detailed design)

STAGE 1 BERTHS 85
STAGE 2 BERTHS 110
TOTAL BERTHS 195
CONTOUR INTERVAL 0.5m

REV.	DATE	REVISION DETAILS	BY:
K	31.01.14	Disability symbol brought forward of text	RVB
J	24.01.14	Fuel Tank Altered, Steps Added, Berths Altered	JOR
I	21.01.14	Carpark layout altered	JOR
H	10.01.14	Lake contours added	RVB
G	04.12.13	Marina layout changed	JOR
F	26.11.13	Marina layout changed	ADPW
E	27.11.13	Layout altered and stage 2 BII removed	ADPW
D	02.10.13	Layout altered	RVB

WARNING NOTE:
This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
Proposed Frankton Marina
for Lakes Marina Project Ltd

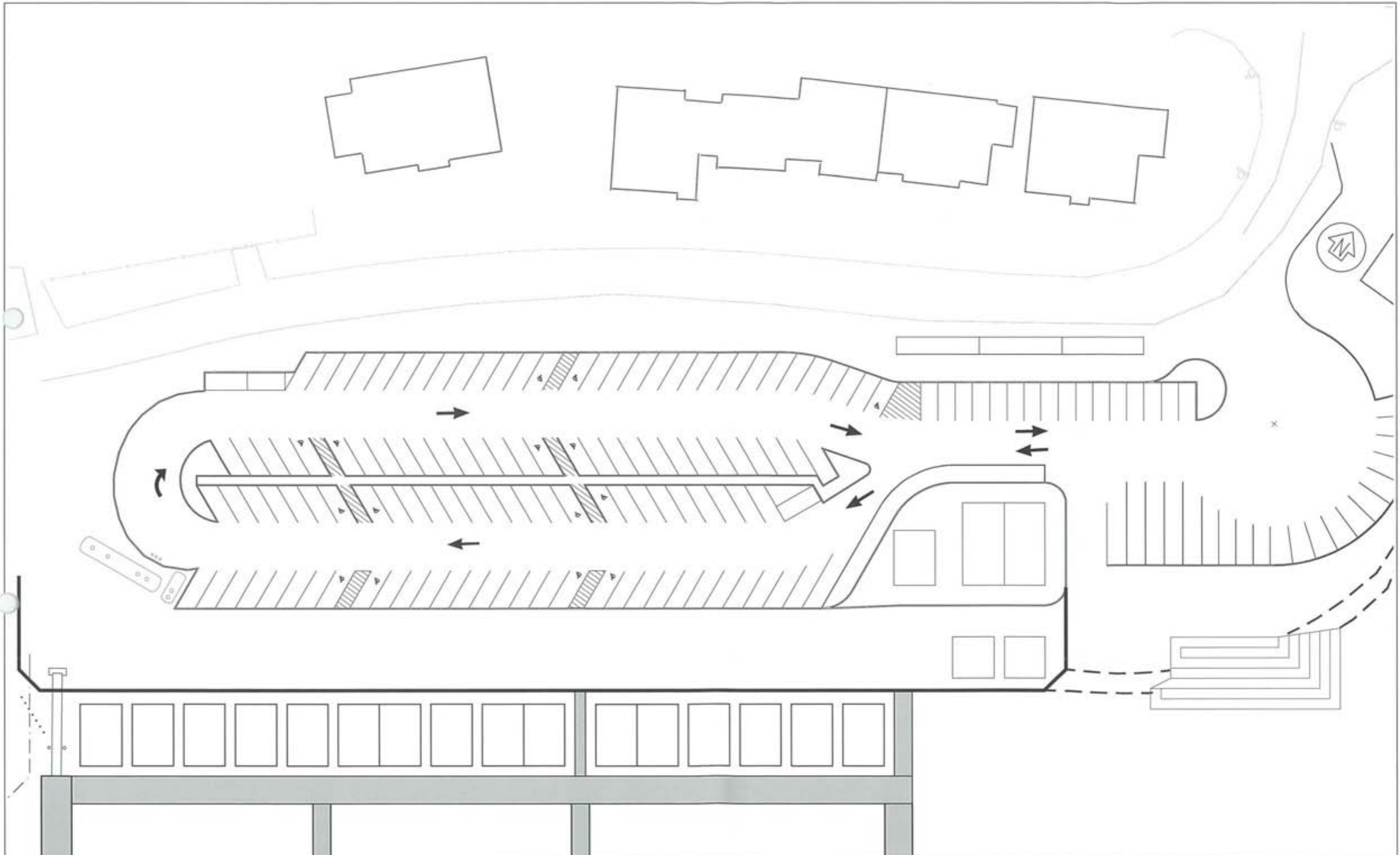
DATE: 02 Oct 2013
BY: Jason Rhind

Scale 1:1000
Original Plan A3

DRAWING & ISSUE No.
3451-6E-1K

AURUM SURVEY

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Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@ascd.co.nz



REV.	DATE	REVISION DETAILS	BY:
E	24.01.14	Fuel Tank Altered, Steps Added	JDR
D	21.01.14	Layout altered	JDR
C	04.12.13	Layout altered	JDR
B	02.10.13	Layout altered	RVB
A	23.09.13	Initial Issue	JDR

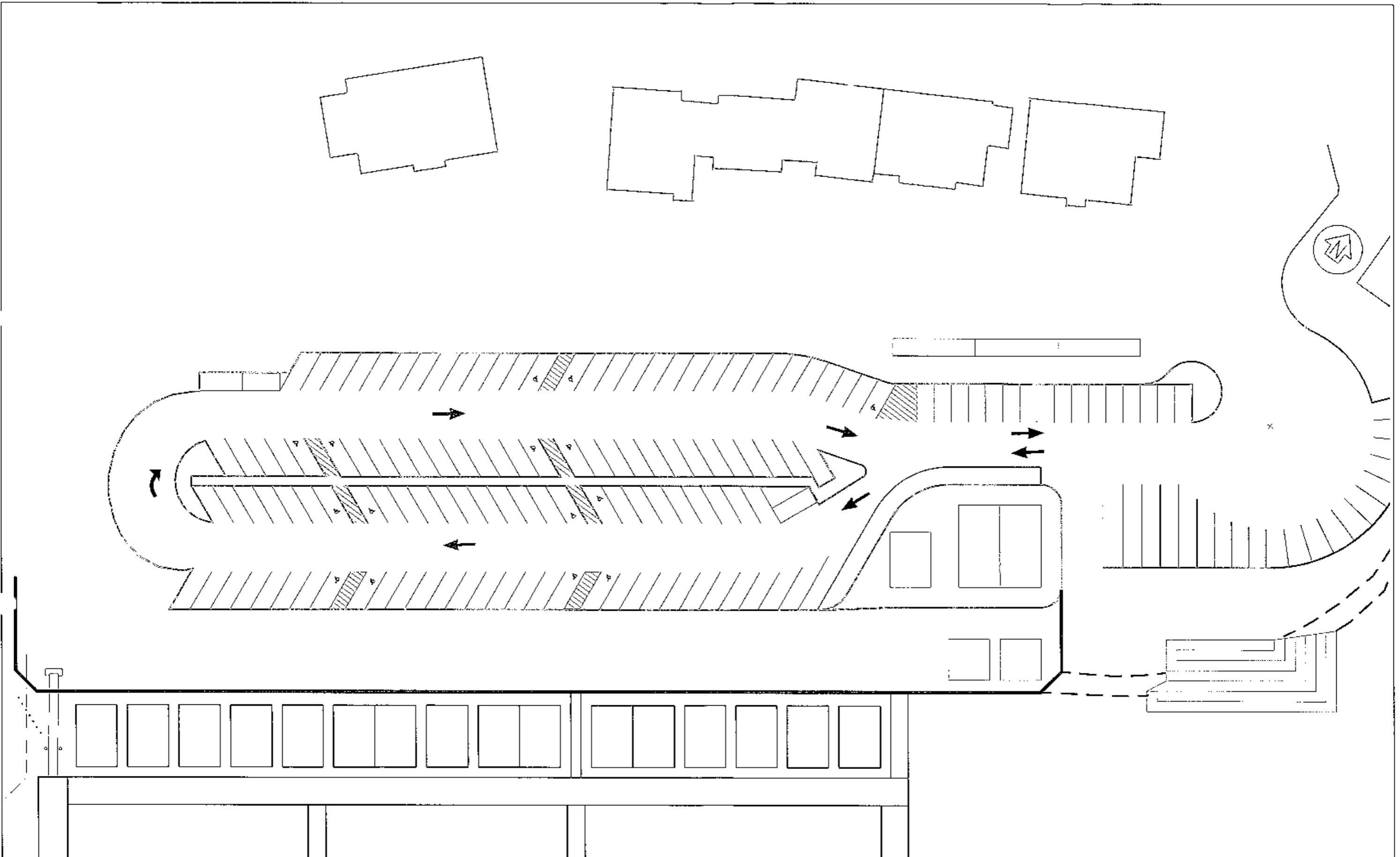
WARNING NOTE:
 This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
**Proposed Frankton Marina
 for Lakes Marina Project Ltd**

DATE: 02 Oct 2013	Scale 1:500	DRAWING & ISSUE No.
BY: Jason Rhind	Original Plan A3	3451-6E-3E

AURUM SURVEY

PO Box 2493
 Wakatipu 9349
 Ph 03 442 3466
 Fax 03 442 3469
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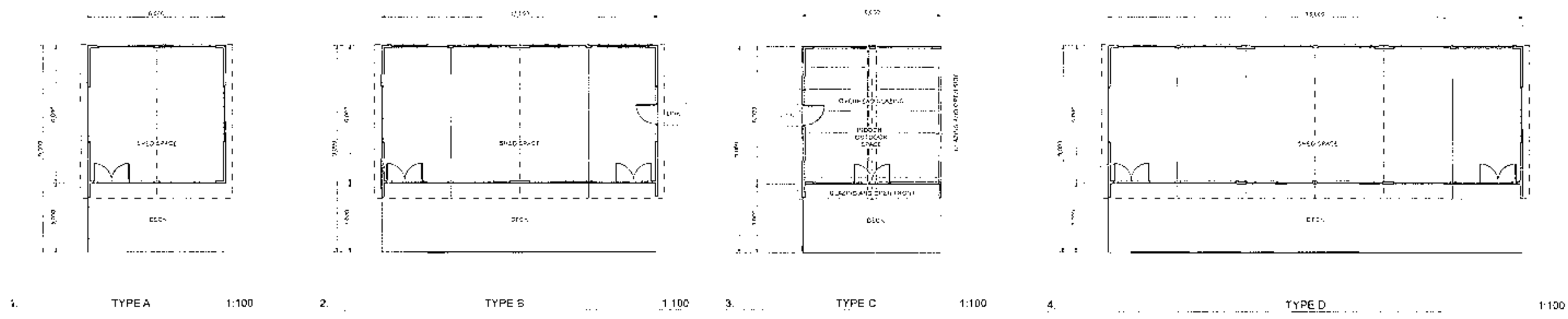
REV.	DATE	REVISION DETAILS	BY:
E	24.01.14	Fuel Tanks Altered, Steps Added	JDR
D	31.01.14	Layout altered	JDR
C	04.12.13	Layout altered	JDR
B	02.10.13	Layout altered	RVB
A	23.09.13	Initial Issue	JDR

WARNING NOTE:
 This document has been prepared for use by the client and is not to be used for any other purpose without the written consent of the author. The author shall not be held responsible for any errors or omissions in this document. The client shall be responsible for the accuracy of the information provided.

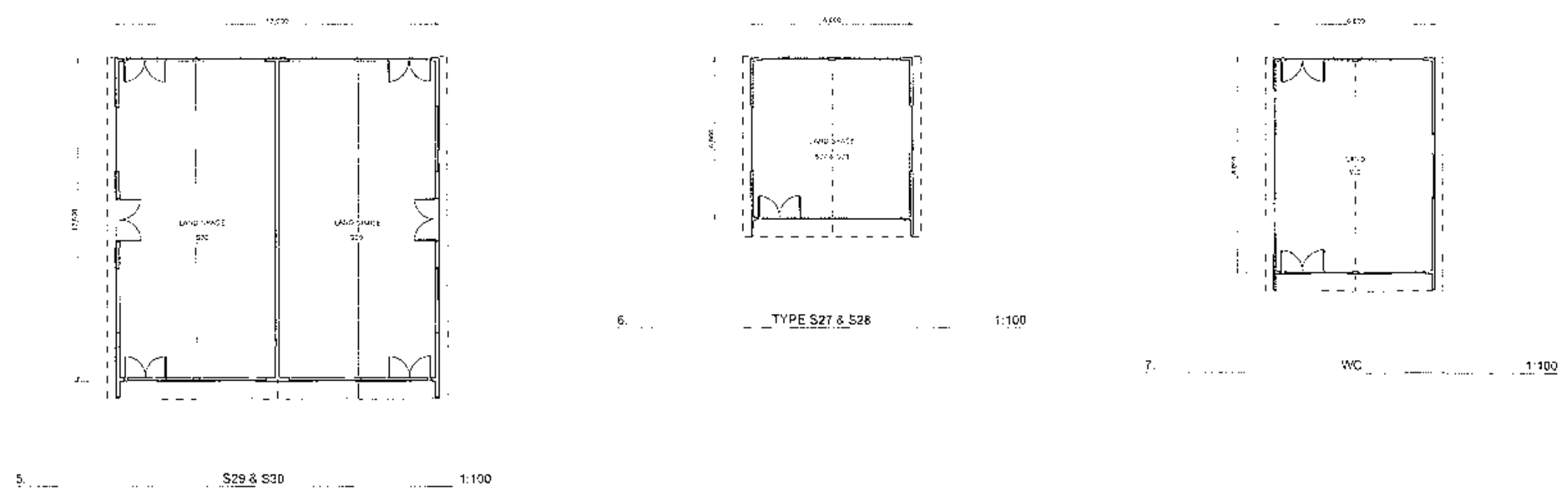
TITLE:
**Proposed Frankton Marina
 for Lakes Marina Project Ltd**

DATE: 02 Oct 2013	Scale 1:500	DRAWING & ISSUE No
BY: Jason Rhind	Original Plan A3	3451-6E-3E
AURUM		PO Box 2493 Wakatipu 0349 Ph 03 442 3466 Fax 03 442 3469 Email armin@ascl.co.nz
SURVEY		

WATER BASED



LAND BASED

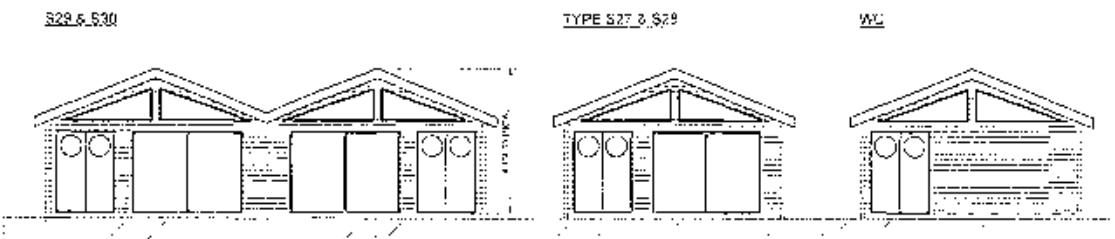
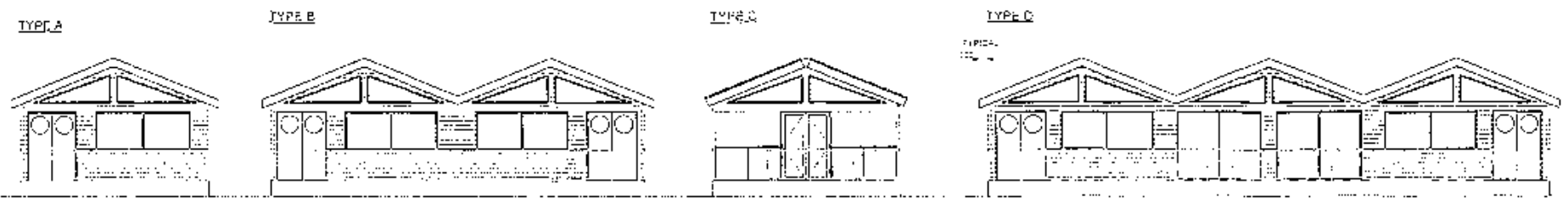


100
 1:100
 1:100
 1:100

ALL ROOF SLOPES
12%

WATER BASED

LAND BASED

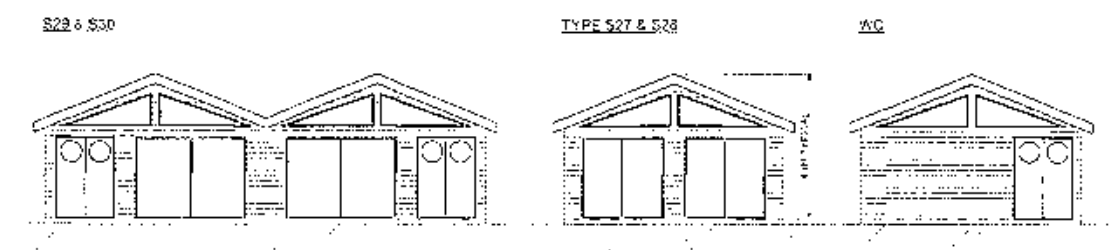
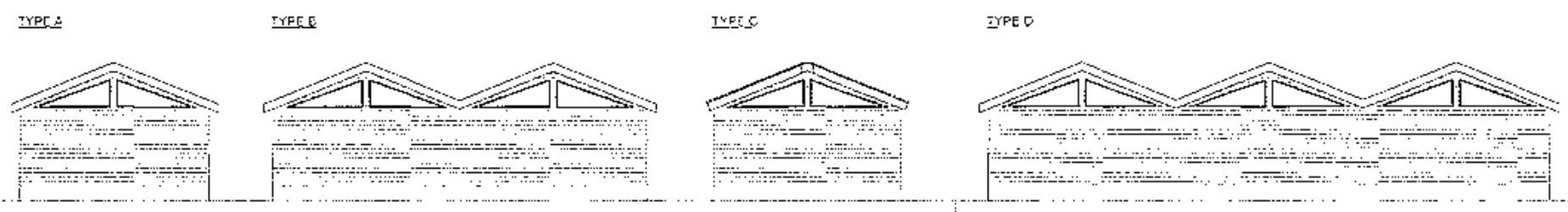


FACING LAKE

FRONT ELEVATIONS

FACING CARPARK

1:100



FACING CARPARK

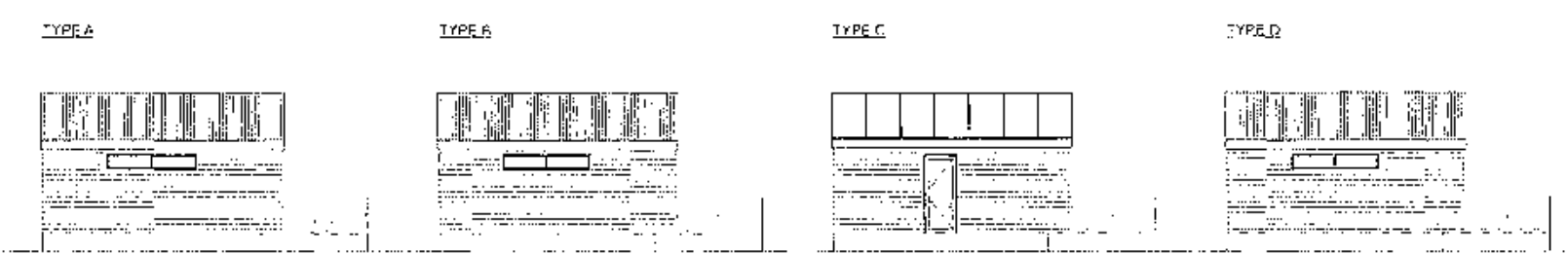
REAR ELEVATIONS

FACING LAKE

1:100

WATER BASED

LAND BASED

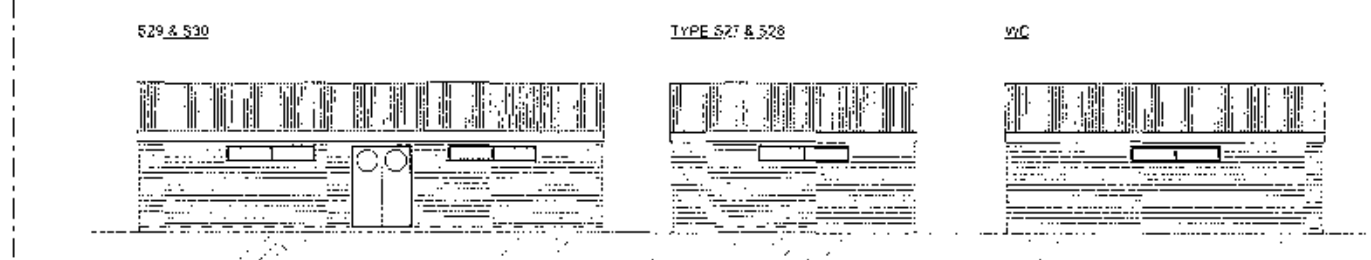
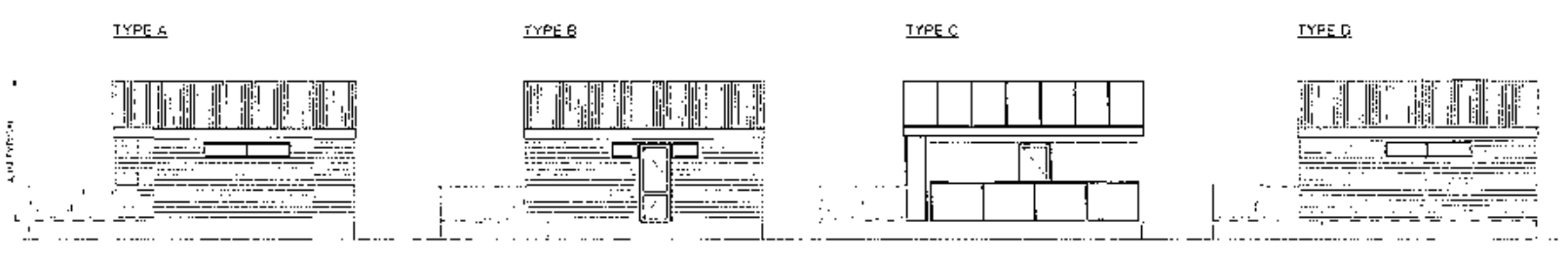


FACING QUEENSTOWN

LEFT SIDE ELEVATIONS

FACING FRANKTON

1:100



FACING FRANKTON

RIGHT SIDE ELEVATIONS

FACING QUEENSTOWN

1:100

WATER BASED

LAND BASED

Drawing Status INFORMATION ONLY Project Name LAKES MARINA PROJECTS LTD QUEENSTOWN Date: 23/01/2014	Drawing No. 201 Revision ISSUE 6	Project Code 201 Issue ISSUE 6	Date 23/01/2014
---	---	---	--------------------



E	Marina & land based design updated	RMD	26/01/14
D	Marina shoreside & Lake works updated	RMD	05/12/13
C	Stage 2 reclamation amended	RMD	20/09/13
B	Assemblies updated	RMD	17/09/13
A	Marina position and layout updated	RMD	16/09/13
No.	Revisions	App.	Date
<small>emtech Engineering & Marine Consultants warrants that the information contained in this document is true and correct to the best of our knowledge and belief at the time of preparation. This document and the design it contains are the property of emtech Limited. The liability of the document may not be transferred other than in writing or in part to any other party without the prior written consent of emtech Limited.</small>			
Designed	RMD/ARB		July 13
Drawn	A.R. Bird		July 13
Reviewed			
Approved			

Client
LAKES MARINA PROJECTS LTD

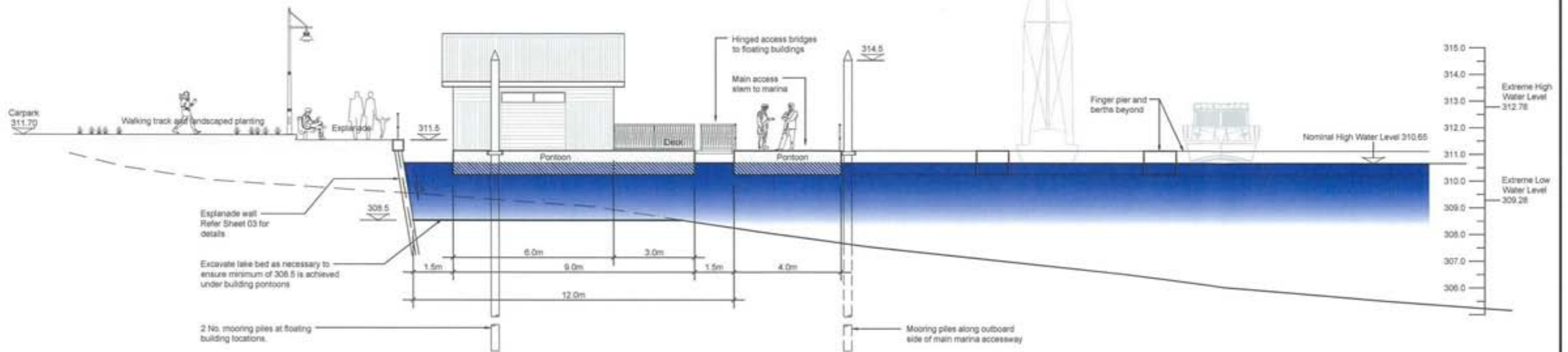
Project
PROPOSED FRANKTON MARINA

Drawn Title
MARINA GENERAL ARRANGEMENT PLAN

emtech
Engineering & Marine Consultants
PO Box 681, Dunedin 9054 - 03 477 2836 - www.emtech.co.nz

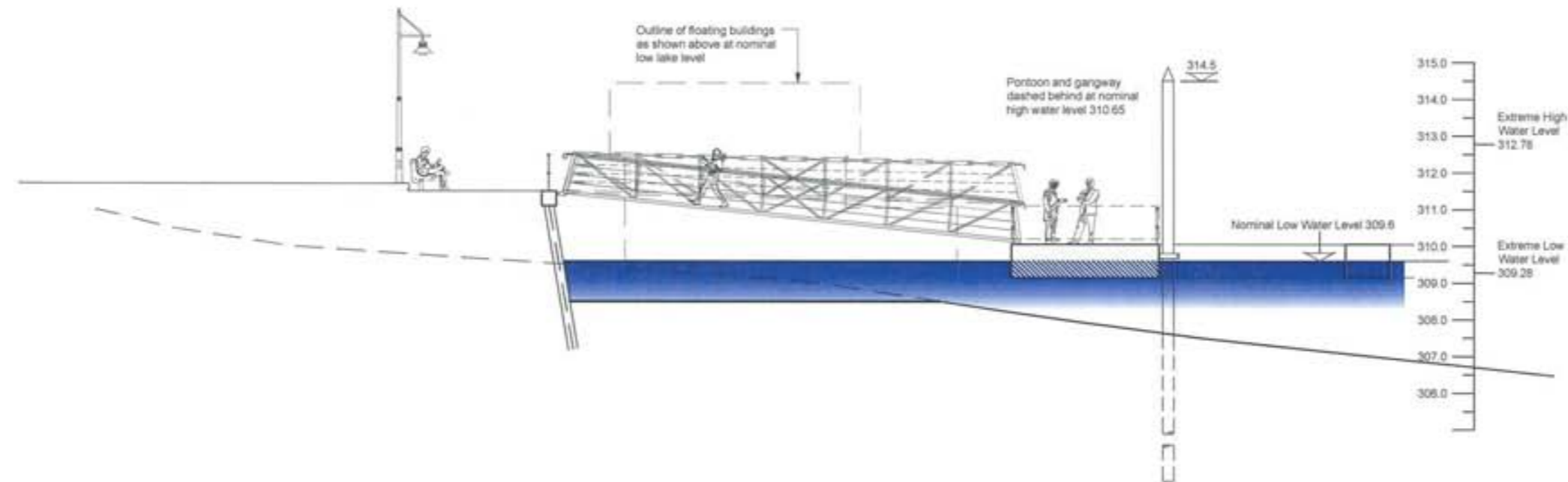
Project	Drawing	Revision
13039	01	E

MARINA GENERAL ARRANGEMENT PLAN
1:750 at A1
1:1500 at A3



TYPICAL CROSS SECTION THROUGH ESPLANADE WALL

1:75 at A1
1:150 at A3



TYPICAL CROSS SECTION THROUGH ESPLANADE WALL

1:75 at A1
1:150 at A3

No.	Revisions	Appr.	Date
C	Buildings piles updated	RMD	17/01/14
B	Buildings roof updated	RMD	15/01/14
A	Buildings updated	RMD	05/12/13

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Designed	RMD/ARB	July 13
Drawn	A.R. Bird	July 13
Reviewed		
Approved		

Client

LAKES MARINA PROJECTS LTD

Project

PROPOSED FRANKTON MARINA

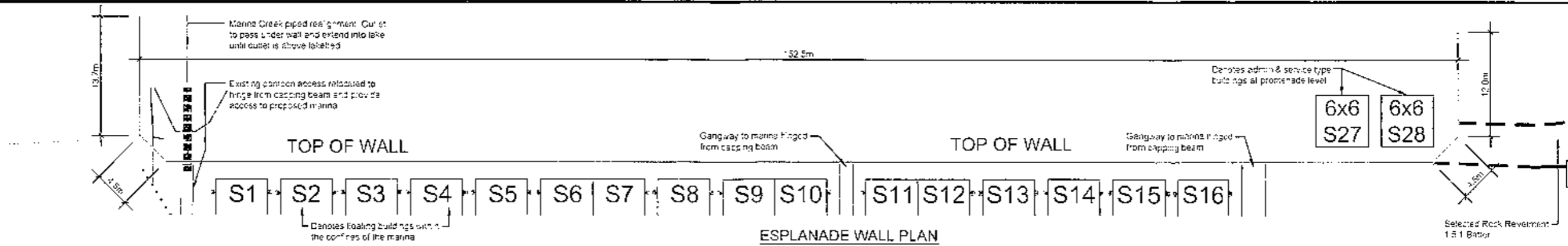
Sheet Title

TYPICAL SECTION

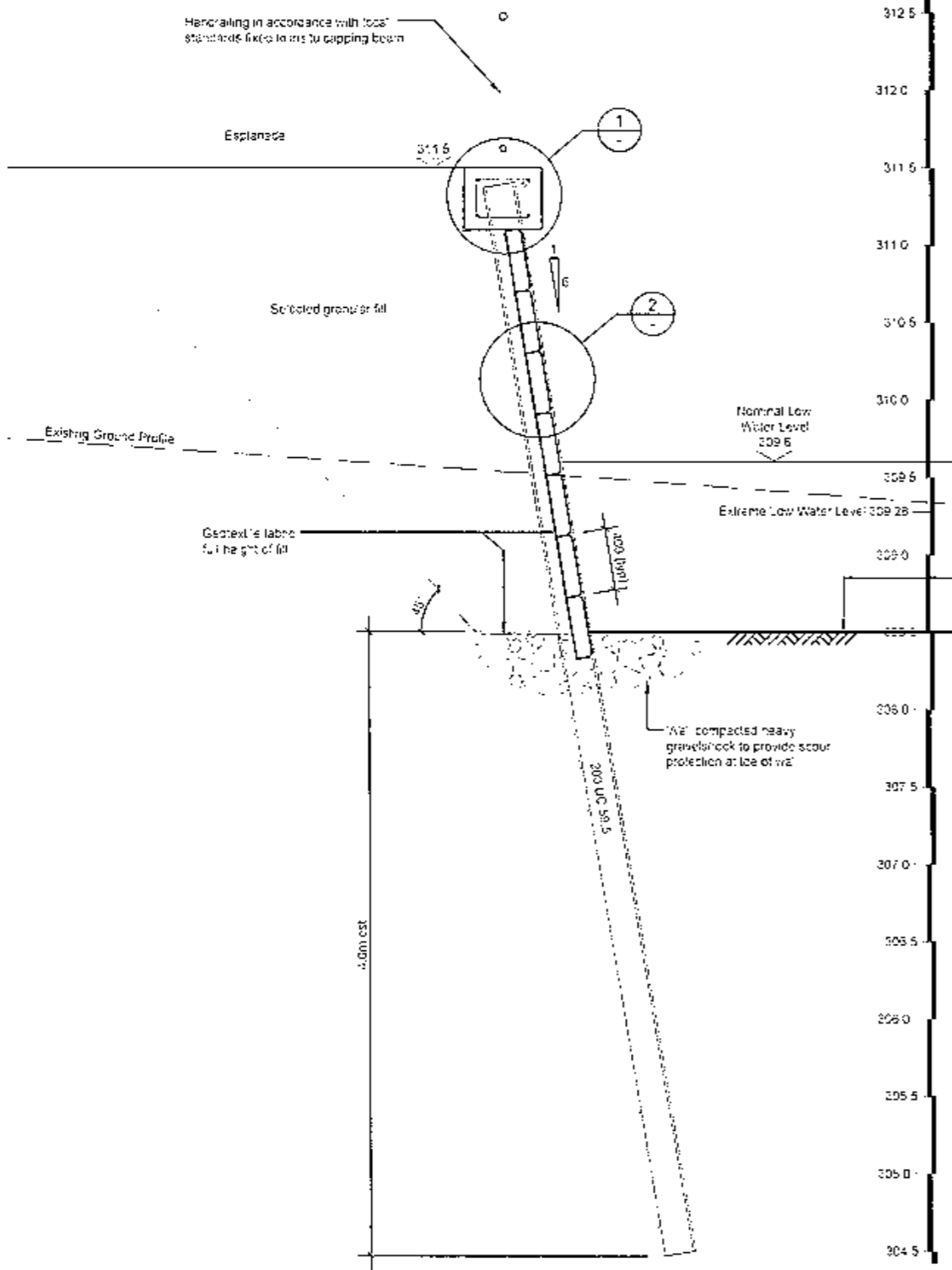
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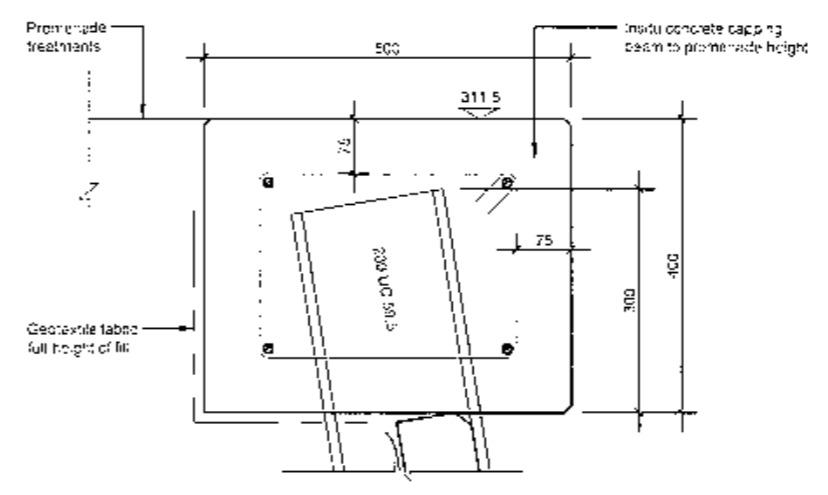
Project	Drawing	Revision
13039	02	C



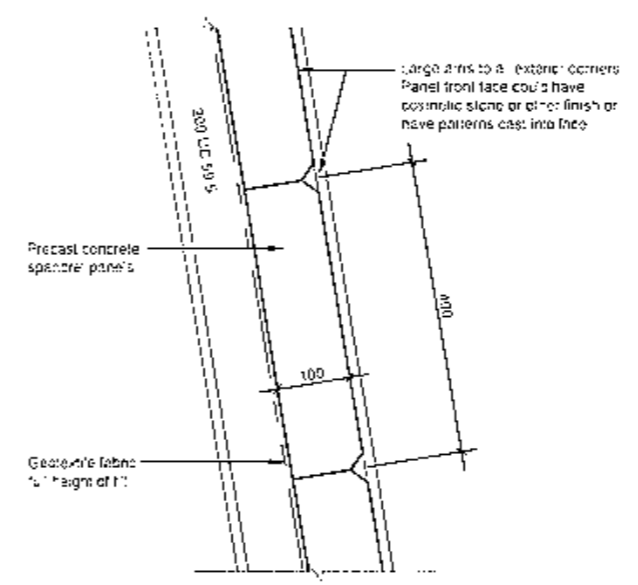
ESPLANADE WALL PLAN
 1:250 at A1
 1:500 at A3



TYPICAL CROSS SECTION THROUGH ESPLANADE WALL
 1:20 at A1
 1:40 at A3



DETAIL 1
 1:5 at A1
 1:10 at A3



DETAIL 2
 1:5 at A1
 1:10 at A3

Client	Frankton Marina Development	Rev	20/11/14
Project	Frankton Marina	Rev	1/1/14
Author	Richard	Rev	1/1/14
Check	Richard	Rev	1/1/14
Drawn	Richard	Rev	1/1/14
Checked	Richard	Rev	1/1/14
Approved	Richard	Rev	1/1/14

LAKES MARINA PROJECTS LTD

PROPOSED FRANKTON MARINA

TYPICAL PROMENADE WALL PLAN SECTIONS & DETAILS









m
 Engineering & Marine Consultants
 PO Box 635, Dunedin 9154 - 03 477 2826 - www.mmc.co.nz

Project	13039	Sheet	03	Revision	A
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[F] EARTHWORKS PLANS



KEY

 Cut Depth 0.0m to 0.5m	 Fill Depth 0.0m to 0.5m
 Cut Depth 0.5 to 1.0m	 Fill Depth 0.5 to 1.0m
 Cut Depth 1.0m to 1.5m	 Fill Depth 1.0m to 1.5m
 Cut Depth 1.5m to 2.0m	 Fill Depth 1.5m to 2.0m
 Cut Depth 2.0m to 2.5m	 Fill Depth 2.0m to 2.5m
	 Fill Depth 2.5m to 3.0m
	 Fill Depth 3.0m to 3.5m

EARTHWORKS VOLUMES
(original ground to design)

STAGE 1	
Cut	2762m ³
Fill	13401m ³
Area	14640m ²
Max. Cut	2.4m
Max. Fill	3.5m
STAGE 2	
Cut	1840m ³
Area	332m ²
Max. Cut	0.6m

NOTE: Contours show design surface level, Interval 0.25m

REV.	DATE	REVISION DETAILS	BY:
E	31.01.14	Text alterations	RVB
D	27.01.14	Stage 2 Earthworks amended	JDR
C	21.01.14	Earthworks amended	JDR
B	04.12.13	Earthworks amended	JDR
A	22.11.13	Initial Issue	JDR

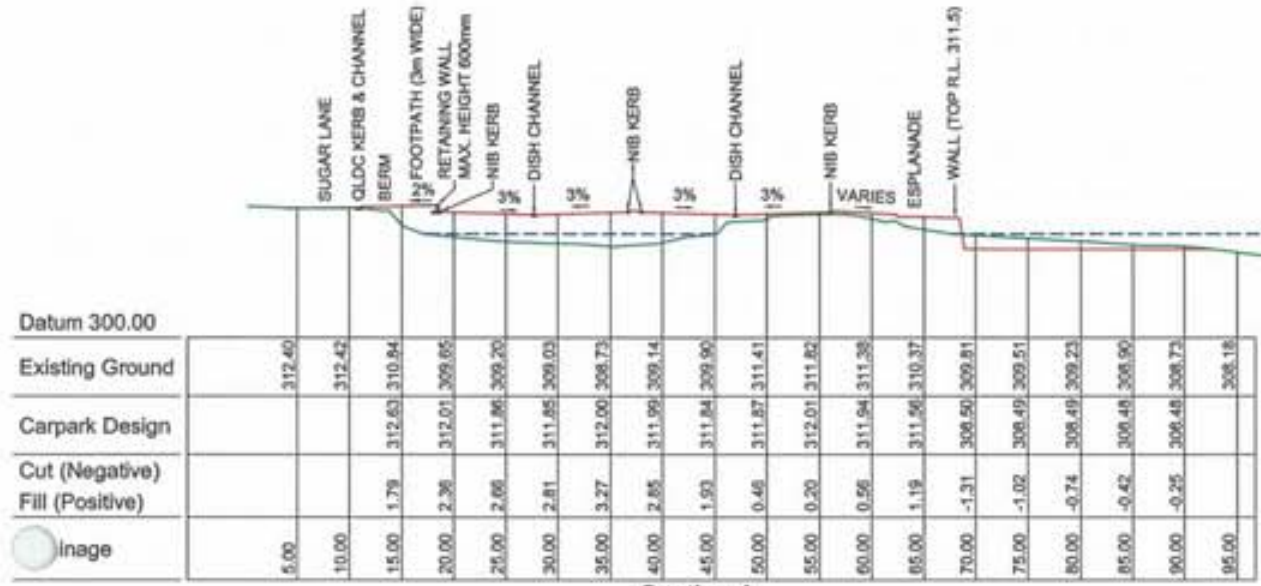
WARNING NOTE:
This consultation plan has been prepared for the client from field survey and existing records for the purpose of a proposed Marina on the land. It is to read in conjunction with our terms of engagement to Lakes Marina Project Ltd. It should not be used by the client company for any other purpose. The plan is not to be relied on by any other person for any purpose whatsoever.

TITLE:
Proposed Frankton Marina Earthworks for Lakes Marina Project Ltd

DATE: 22 Nov 2013	Scale 1:750	DRAWING & ISSUE No. 3451-8E-1E
BY: Jason Rhind	Original Plan A3	

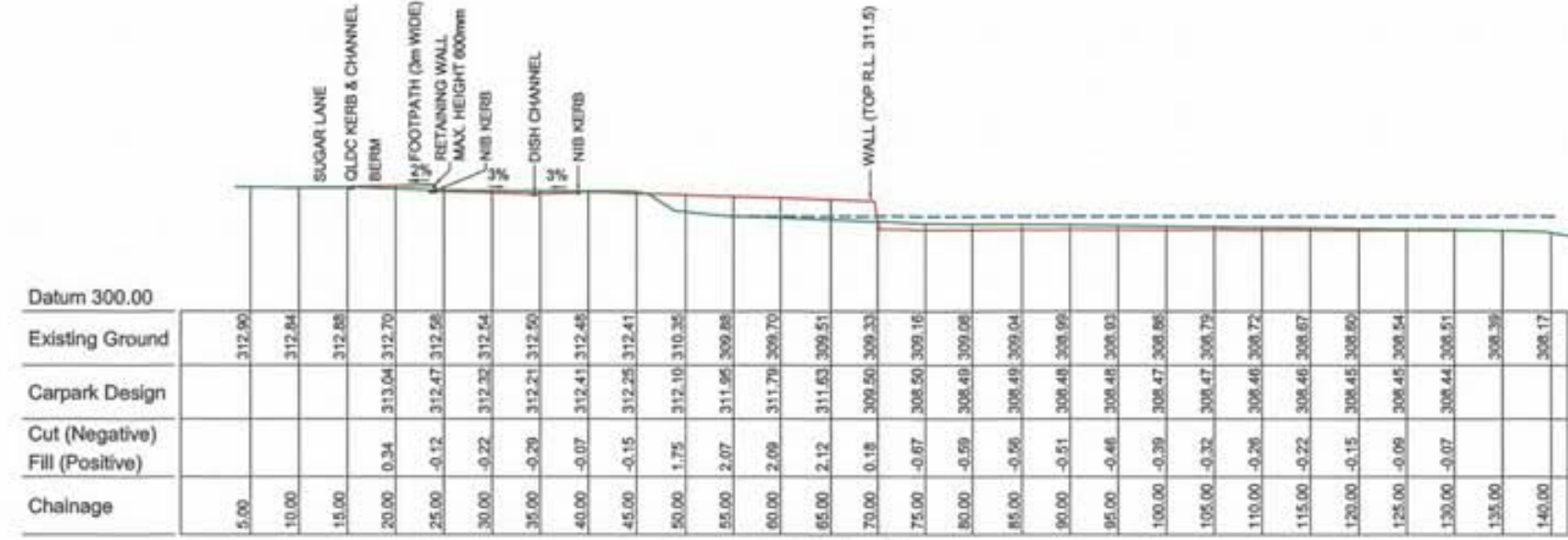
AURUM SURVEY

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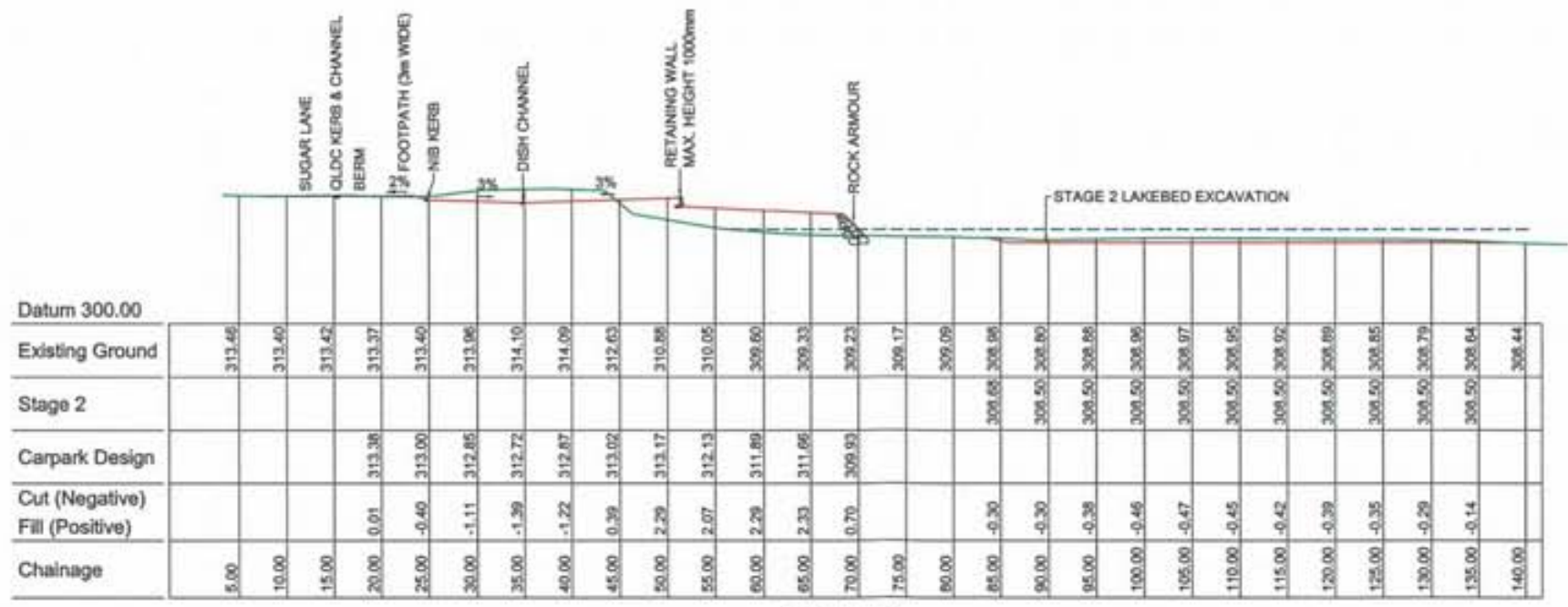
Datum	300.00
Existing Ground	312.40, 312.42, 312.63, 310.84, 312.01, 309.85, 311.86, 309.20, 311.85, 309.03, 312.00, 308.73, 311.99, 309.14, 311.84, 309.90, 311.87, 311.41, 312.01, 311.82, 311.94, 311.38, 311.56, 310.37, 308.50, 309.81, 308.49, 309.51, 308.49, 309.23, 308.48, 308.90, 308.48, 308.73, 308.00
Carpark Design	
Cut (Negative)	
Fill (Positive)	1.78, 2.36, 2.66, 2.81, 3.27, 2.85, 1.93, 0.46, 0.20, 0.56, 1.19, -1.31, -1.02, -0.74, -0.42, -0.25, 0.00
Chainage	5.00, 10.00, 15.00, 20.00, 25.00, 30.00, 35.00, 40.00, 45.00, 50.00, 55.00, 60.00, 65.00, 70.00, 75.00, 80.00, 85.00, 90.00, 95.00

Section A
Horizontal scale 1:750
Vertical scale 1:750



Datum	300.00
Existing Ground	312.90, 312.84, 312.88, 312.70, 313.04, 312.56, 312.47, 312.56, 312.32, 312.54, 312.21, 312.50, 312.41, 312.45, 312.25, 312.41, 312.10, 310.35, 311.95, 309.88, 311.79, 309.70, 311.63, 309.51, 309.50, 309.33, 308.50, 309.16, 308.48, 309.08, 308.48, 309.04, 308.48, 308.99, 308.48, 308.93, 308.47, 308.86, 308.47, 308.79, 308.46, 308.72, 308.46, 308.67, 308.45, 308.60, 308.45, 309.54, 308.44, 308.51, 308.39, 308.17
Carpark Design	
Cut (Negative)	
Fill (Positive)	0.34, -0.12, -0.22, -0.20, -0.07, -0.15, 1.75, 2.07, 2.09, 2.12, 0.18, -0.67, -0.59, -0.56, -0.51, -0.46, -0.39, -0.32, -0.28, -0.22, -0.15, -0.09, -0.07, 0.00
Chainage	5.00, 10.00, 15.00, 20.00, 25.00, 30.00, 35.00, 40.00, 45.00, 50.00, 55.00, 60.00, 65.00, 70.00, 75.00, 80.00, 85.00, 90.00, 95.00, 100.00, 105.00, 110.00, 115.00, 120.00, 125.00, 130.00, 135.00, 140.00

Section B
Horizontal scale 1:750
Vertical scale 1:750



Datum	300.00
Existing Ground	313.46, 313.40, 313.42, 313.37, 313.40, 313.96, 314.10, 314.09, 312.63, 310.89, 310.05, 309.60, 309.09, 308.65, 308.98, 308.80, 308.88, 308.96, 308.97, 308.95, 308.92, 308.89, 308.85, 308.79, 308.64, 308.44
Stage 2	
Carpark Design	
Cut (Negative)	
Fill (Positive)	0.01, -0.40, -1.11, -1.29, -1.22, 0.39, 2.29, 2.07, 2.28, 2.33, 0.70, -0.30, -0.30, -0.38, -0.46, -0.47, -0.45, -0.42, -0.39, -0.35, -0.29, -0.14
Chainage	5.00, 10.00, 15.00, 20.00, 25.00, 30.00, 35.00, 40.00, 45.00, 50.00, 55.00, 60.00, 65.00, 70.00, 75.00, 80.00, 85.00, 90.00, 95.00, 100.00, 105.00, 110.00, 115.00, 120.00, 125.00, 130.00, 135.00, 140.00

Section C
Horizontal scale 1:750
Vertical scale 1:750

D	27.01.14	Stage 2 Earthworks altered	JDR
C	21.01.14	Earthworks altered	JDR
B	04.12.13	Earthworks altered	JDR
A	22.11.13	Initial Issue	JDR

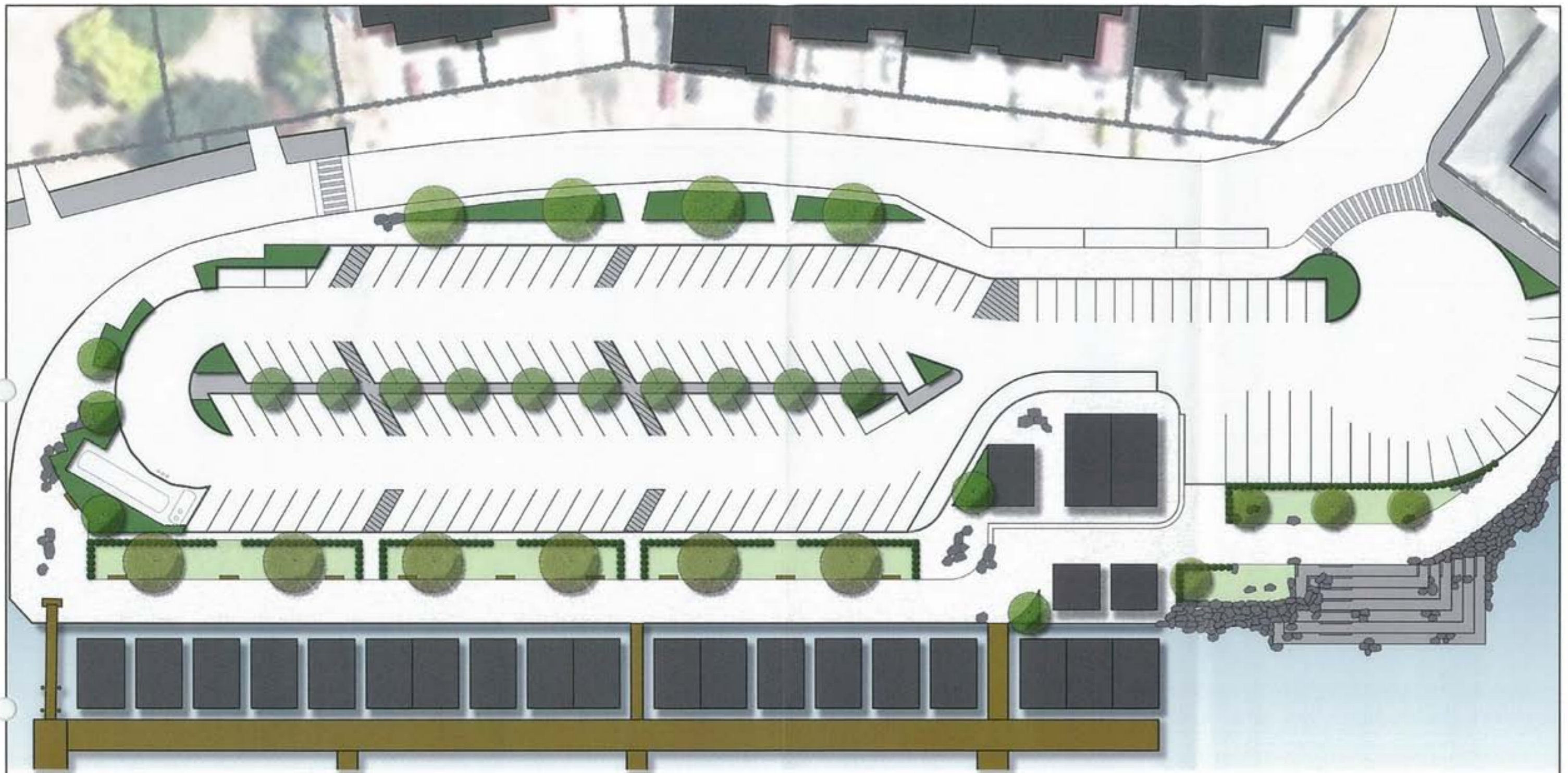
WARNING NOTE:
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TITLE:
Proposed Frankton Marina Earthworks (Sections)
for Lakes Marina Project Ltd

DATE:	22 Nov 2013	Scale	1:750	DRAWING & ISSUE No.	3451-8E-2
BY:	Jason Rhind	Original Plan A3			

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Wakatipu 9349
Ph 03 442 3466
Fax 03 442 3469
Email admin@ascl.co.nz

[G] LANDSCAPE LAYOUT PLAN



LEGEND

- | | | | |
|---|---|--|---|
|  Feature trees along the esplanade
- <i>Liquidamber styraciflua</i> |  Formal hedges to stand 1.5m tall and enhance shelter from the wind.
- <i>Photinia x fraseri 'Robusta'</i> |  Stairs enabling public access to the waters edge. |  Buildings associated with the marina. |
|  Feature trees along Sugar Lane.
- <i>Liriodendron tulipifera</i> |  Raised garden beds to include low to medium shrub species to be planted in mass sweeps and to include:
- <i>Choysia ternata</i>
- <i>Viburnum species</i>
- <i>Prunus lucitanica</i>
- <i>Berberis species</i>
- <i>Cornus species</i> |  Informal rock retaining, designed to enable a tactile experience for public use which intertwines with the stairs and allows informal seating and access to the lake edge. |  Marina structure. |
|  Amenity trees within the center of the car park.
- <i>Sorbus aria</i> |  Formal lawn areas. |  Large boulders to enable informal seating throughout the site. |  Crosswalks enabling easy access through the car park. |
|  Amenity trees on the lawn adjacent to the rock retaining.
- <i>Ulmus procea 'Louis Van Houtte'</i> | |  Formal seating to be located along the northern edge of the esplanade. |  Formal crosswalks to comply with Council standards. |
|  Amenity trees dotted along the esplanade.
- <i>Platanus x acerifolia</i> | | | |



REF: FMP-SLP-001
DATE: 24.01.2014
SCALE: 1:500 @ A3

**LAKES MARINA PROJECTS LTD
PROPOSED LANDSCAPE LAYOUT PLAN**

Lakes Marina Projects Ltd
C/- The Business Advisory Group Limited
Level 13, 34 Shortland Street, Auckland,
1013, New Zealand
Contact: Aarti Kataria
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