

APPLICATION FOR LAND USE CONSENT – MACKENZIE DISTRICT COUNCIL

TM30648 – QUEENSTOWN COMMERCIAL PARAPENTERS LIMITED /
LAKESIDE DRIVE, TAKAPŌ | LAKE TEKAPO / DECEMBER 2023

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QUALITY ASSURANCE

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Applicant: Queenstown Commercial Parapenters Limited

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1.0 INTRODUCTION

Queenstown Commercial Parapenters Limited (the applicant) propose to establish and operate a commercial tree-climb ropes course on a site at Lakeside Drive, in the Takapō I Lake Tekapo Township. The site of the activity is land owned by Mackenzie District Council and zoned Recreation Passive (P) in the Mackenzie District Plan.

The **Site Plan** is attached as **Appendix 1**, and the **Assessment of Landscape and Visual Effects** which contains landscape visualisations is attached as **Appendix 2**.

Land use consent is sought from the Mackenzie District Council for a **non-complying activity**. This resource consent application provides the information required by Schedule 4 of the Resource Management Act (1991) (RMA).

1.1 Summary of Proposed Development

Applicant:	Queenstown Commercial Parapenters Limited c/- Jamie McMurtrie trouser99@hotmail.com
Address for Service:	C/- Davis Ogilvie (Aoraki) Ltd – Penny Gallagher penny@do.nz
Site Address:	Lakeside Drive, Takapō I Lake Tekapo
Site Owner:	Mackenzie District Council
Legal Description:	Lot 2 DP 562455 and Lot 5 DP 455053
Record of Title:	999813 and 584960
Site Area:	8,210m ²
Mackenzie District Plan:	Recreation Passive (P) Zone, Area of Visual Vulnerability (High), Flight Path Protection Area and Mackenzie Basin Sub-Zone.

1.2 Resource Consent Sought

Resource consent is sought under the Mackenzie District Plan as follows:

- The establishment and operation of a commercial recreation activity within the Takapō I Lake Tekapo lakefront Recreation P Zone requires resource consent as a **discretionary activity** under Recreation P Zone Rule 4.6.2.
- Buildings and structures for all activities not associated with passive recreation in the Recreation P Zone require resource consent as a **non-complying activity** under Recreation P Zone Rule 4.7.4.
- The provision of no on-site car parking spaces where 15 car parking spaces are required, requires resource consent for a **discretionary activity** under Transport Rule 2a.
- The provision of no on-site accessible car parking spaces where one is required, requires resource consent for a **discretionary activity** under Transport Rule 2d.
- The provision of no on-site loading space where one is required, requires resource consent for a **discretionary activity** under Transport Rule 2i.

Bundled together, the proposed activity requires resource consent for a **non-complying activity**.

Refer to the **Compliance Table** in **Appendix 3**.

The proposed activity is not subject to any of the rules in Plan Change 23 – 27 which currently have legal effect.

2.0 THE SITE AND RECEIVING ENVIRONMENT

2.1 Site Description

The site is located on Mackenzie District Council owned land between Lakeside Drive and the Takapō I Lake Tekapo shoreline, in the Takapō I Lake Tekapo township (west end). The land is part of the open space network which is located along the lakefront within the Takapō I Lake Tekapo township.

The site is a 8,210m² area and sits on two parcels legally described as:

- Lot 2 DP 562455, held in Record of Title 999813, which is 3.092ha
- Lot 5 DP 455053, held in Record of Title 584960, which is 1.477ha

The site is irregular in shape as its boundaries follow the location of the existing Pinus trees which are proposed to form part of the ropes course.

The **Assessment of Landscape and Visual Effects (Appendix 2)** describes the vegetation at the site as “...*typical of the wider lake front and Tekapo township vegetation patterns, exhibiting a variety of exotic Pinus species scattered along the lake front with a depleted ground cover vegetation pattern arising from a long history of exotic weed infestation, low rainfall and a thin topsoil cover*” (page 2).

The ground surface is generally shingled, and there is a sealed footpath which meanders between the trees and forms part of the lakefront footpath. The site falls from south (Lakeside Drive) to the north (Takapō I Lake Tekapo), and the topographical data is shown on the **Site Plan (Appendix 1)**. It has frontage to Lakeside Drive.

The site is not known to be administered by a Reserve Management Plan or Parks Strategy at this time. It does not have the status of a reserve under the Reserves Act 1977.

2.1.1 Interests on the Records of Title

The interests on the Records of Title are:

Record of Title 999813 (Lot 2 DP 562455):

- Transfer 8757750.1- subject to a right (in gross) to convey water in favour of Genesis Energy Limited

- Easement Instrument 10981183.9 - subject to a right (in gross) to drain water in favour of Mackenzie District Council
- Easement Instrument 12133341.4 - Subject to a right (in gross) to convey telecommunications in favour of Genesis Energy Limited

Record of Title 584960 (Lot 5 DP 455053):

- Easement Instrument 9226934.5 - Subject to a right to drain water in favour of RT 584957
- Land Covenant 9226934.10 - Covenant relates to the 'Camping Ground Land' on Record of Title 584956. The purpose is to protect the visual concept and integrated appearance of the Lake Tekapo campground environs and ensure that an area of land is retained in Tekapo Township for the operation of a camp ground to the satisfaction of Mackenzie District Council.
- Easement Instrument 10981183.9 - Subject to a right to drain water (in gross) in favour of the Mackenzie District Council
- Easement Instrument 12296728.11 - Subject to a right to drain water (in gross) in favour of Mackenzie District Council

The **Records of Title and Interests** are attached as **Appendix 4**.

2.1.2 Planning Context

The site is located in the Recreation P Zone of the Mackenzie District Plan. The Mackenzie District Plan is currently subject to a rolling District Plan review, and the Open Space and Recreation Zones are due to be notified as part of Stage 4 in mid-2024.

The site is subject to the following notations in the Mackenzie District Plan:

- Area of Visual Vulnerability (High) (covers large areas of the Mackenzie Basin);
- The Flight Path Protection Area (covers much of Takapō | Lake Tekapo Township); and
- The Mackenzie Basin Sub-Zone.

There are no known active resource consents associated with this site.

2.1.3 Cultural Context

Te Rūnanga O Arowhenua (Arowhenua) are the manawhenua of the area. Takapō and its surrounds is of great significance and has a statutory acknowledgement as part of the Ngai Tahu Claims Settlement Act 1998. Schedule 7 of the Ngai Tahu Claims Settlement Act sets out the significance of Takapō as follows:

Takapo is one of the lakes referred to in the tradition of “Ngā Puna Wai Karikari o Rakaihautu” which tells how the principal lakes of Te Wai Pounamu were dug by the Rangatira Rakaihautu. Rakaihautu was the captain of the canoe, Uruao, which brought the tribe, Waitaha, to New Zealand. Rakaihautu beached his canoe at Whakatū (Nelson). From Whakatū, Rakaihautu divided the new arrivals in two, with his son taking one party to explore the coastline southwards and Rakaihautu taking another southwards by an inland route. On his inland journey southward, Rakaihautu used his famous kō (a tool similar to a spade) to dig the principal lakes of Te Wai Pounamu, including Takapo.

For Ngāi Tahu, traditions such as this represent the links between the cosmological world of the gods and present generations, these histories reinforce tribal identity and solidarity, and continuity between generations, and document the events which shaped the environment of Te Wai Pounamu and Ngāi Tahu as an iwi.

Takapo was often occupied by Ngāi Tahu and, like most lakes, there are traditions of a taniwha connected with it. Tradition has it that the tohunga Te Maiharoa is the only person to have swum the lake and escaped the taniwha. This story is told to demonstrate that the mana of Te Maiharoa was greater than that of the taniwha of the lake.

As a result of this history of occupation, there are a number of urupā associated with the lake. Urupā are the resting places of Ngāi Tahu tūpuna and, as such, are the focus for whānau traditions. These are places holding the memories, traditions, victories and defeats of Ngāi Tahu tūpuna, and are frequently protected by secret locations.

Takapo served as a mahinga kai for South Canterbury Ngāi Tahu. Waterfowl and eel were the main foods taken from this lake. The tūpuna had considerable knowledge of whakapapa, traditional trails and tauranga waka, places for gathering kai and other taonga, ways in which to use the resources of the lake, the relationship of people with the lake and their dependence on it, and tikanga for the proper and sustainable utilisation of resources. All of these values remain important to Ngāi Tahu today.

The mauri of Takapo represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force, and all forms of life are related. Mauri is a critical element of the spiritual relationship of Ngāi Tahu Whānui with the lake.

2.1.4 HAIL Activities

Lot 2 DP 562455 (Record of Title 999813): Environment Canterbury's Listed Land Use Register (LLUR) does not identify any areas of interest on Lot 2 DP 562455. The **Property Statement** is attached as **Appendix 5**.

Lot 2 DP 455053 (Record of Title 584960): The LLUR identifies SIT 1291 associated with Lot 2 DP 455053. Prior to the Station Bay development Lot 2 DP 455053 was both north and south of Lakeside Drive. The Preliminary Site Investigation (PSI) INV 116097 has been sourced from Environment Canterbury. The PSI was carried out by Tonkin and Taylor in 2014 and it identifies from historic photographs that, amongst other activities, former cabins located at or about the site (as well as located on that part of the site south of Lakeside Drive) were demolished between 1954 and 1977. The PSI notes that it is likely that these cabins had asbestos tiling and sets out that asbestos remnants may be present in the soil following the demolition. Asbestos is classified on the HAIL list as E1.

Given the potential for asbestos to be present in an area of soil, that area is considered to be a 'piece of land' under Section (5)7 of the National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS).

The NES-CS manages activities on a 'piece of land', and in this case, the relevant activities to consider are soil disturbance and land use change. As part of the proposed activity, there will be no soil disturbance on the 'piece of land'. Currently the 'piece of land' is part of an open space area and will continue to be so. On that part of the site which is considered to be a 'piece of land' the tree climb activity will be occurring above ground, and there will be no interaction with the ground surface. For that reason it is considered that the proposed activity will not result in a change to the open space that would constitute a change in the use of the land under the NES-CS.

On this basis, it is considered that the proposed activity does not trigger the need for resource consent, or further investigation, under the NES-CS.

The **Property Statement** is attached as **Appendix 5**.

2.2 Surrounding Area and Receiving Environment

The site forms part of the open space network located along the Takapō I Lake Tekapo lake front, within the Takapō I Lake Tekapo township.

The surrounding area is characterised by a mix of zones and due to this mix of zoning, there are varying activities, and nature and scale of built development which exist, and are anticipated. The character and amenity of the surrounding area is influenced by its proximity to Takapō I Lake Tekapo, including the recreational opportunities, mix of activities (existing and anticipated by the zoning) and the vistas it provides.

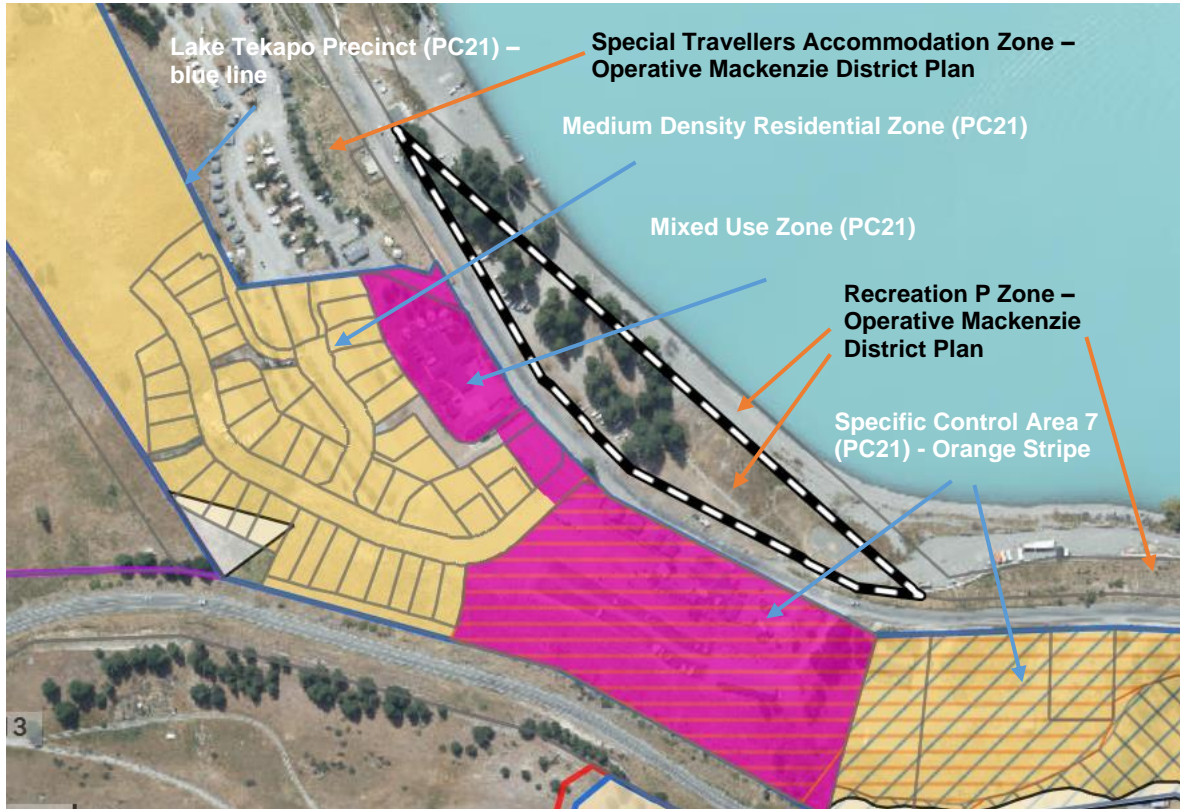


Figure 1 – Current Zoning of Surrounding Area. Plan Change 21 became operative in September 2023



Figure 2: The site and receiving environment (GRIP - 1 September 2023) – site shown as X.

North of the site

- Immediately north of the site is the Takapō I Lake Tekapo shoreline which is a pebbled beach area. During the summer months this area, and the shade of the trees along the shoreline, are a popular for picnic makers and swimmers. This area is located in the Recreation P Zone.
- Takapō I Lake Tekapo is fed by the Godley and Macauley Rivers and has an area of ~83km². It forms part of the hydro-electric power network and the hydro-electric infrastructure is managed by Genesis Energy Limited. The Takapō I Lake Tekapo intake is east of the site.

Some ~80m lakeward of the shoreline, Takapō I Lake Tekapo becomes the Rural Zone. As well as being located in the Mackenzie Basin Sub-Zone, Outdoor Lighting Restriction Area and Area of Visual Vulnerability (High), it is also a Site of Natural Significance and an Outstanding Natural Landscape.

Takapō I Lake Tekapo's cultural values are set out in Section 2.1 above.

In the vicinity of the site, Takapō I Lake Tekapo is used for boating, fishing and other recreational activities. This includes activities of Paddle Tekapo and the Lake Tekapo Power Boat and Water Ski Club noted below.

- Paddle Tekapo – According to its website (www.paddletekapo.co.nz) it operates a kayak and paddle board hire company on Takapō I Lake Tekapo. It is based on the shores of Takapō I Lake Tekapo just west of the site, zoned Recreation P. It offers independent hire, bespoke trips, and kayak courses and certifications.
- Lake Tekapo Power Boat and Water Ski Club – It is understood that there are approximately 75 families who hold a membership to the club. There is a two storey block clubhouse and two boat ramps located in the Recreation P Zone. On a busy day, up to 150 boats may be using Takapō I Lake Tekapo. The club holds tournaments and coaching days and has a slalom course.

East of the site

- Takapō I Lake Tekapo – as described above.
- Recreation P Zone – The site forms part of the open space network which is located along the Takapō I Lake Tekapo lake front, within the Takapō I Lake Tekapo township. Within the vicinity of the site, this includes grassed areas with scattered trees, a sealed walking / cycling track and a playground.

South of the site (beyond Lakeside Drive)

- Mixed Use Zone – immediately south of the site is the Mixed Use Zone (MUZ) which became operative in September 2023 as part of Plan Change 21 to the Mackenzie District Plan. The MUZ provides for residential activities and small scale commercial and community activities to service the convenience needs of the surrounding residential area and visitors (Objective MUZ-O1). In the vicinity of the site, the MUZ contains:

Lake's Edge Holiday Park – a 2.5ha property which contains cabins and visitor accommodation. It is owned by Tekapo Landco Limited.

Lake Edge Lodge - a 4,600m² property which contains visitor accommodation. It is owned by Godwit Leisure Limited.

And areas of vacant, undeveloped land.

- Medium Density Residential Zone – lies south of the MUZ, but at an elevation which overlooks the site northward towards Takapō I Lake Tekapo. The Station Bay development comprises 47 residential sites on Station Bay Rise and Pete's Place. Three dwellings have

been developed to date, and over half the sections currently remain in the ownership of Tekapo Landco Limited.

- The land south of Lakeside Drive described above is contained within the Takapō I Lake Tekapo Precinct. This became operative as part of Plan Change 21 (September 2023).

West of the site

- The Special Traveller Accommodation Zone is located west of Lakeside Drive and contains the Lake Tekapo Holiday Park (camping ground). It is a 4.2ha site, owned by Godwit Leisure Limited. It provides a mix of fixed accommodation and camping options.
- Active Recreation Zone – further west is the Active Recreation Zone which contains Tekapo Hot Springs (which includes hot spring pools, café, ice rink and day spa).
- Recreation P Zone which contains the Mount John Walkway and Takapō I Lake Tekapo lakefront (as described above)

2.3 Lakeside Drive

The **Transport Assessment** prepared by Stantec (**Appendix 6**), notes that Lakeside Drive in the vicinity of the site has a sealed carriageway suitable for two-way vehicle movement at slow speed. It notes that there is a ~130m long gravelled area on the northern side of the road which is used for informal car parking (capacity for ~45 vehicles parked at 2.8m spacings). It sets out that as there are no kerbs along this section of the road there is unrestricted access to the parking area.

The **Transport Assessment (Appendix 6)** notes that Fulton Hogan (Mackenzie District Council's Roading Contractor) has advised that daily traffic volumes during the peak summer on Lakeside Drive (recorded in the January – February in 2019 and 2022) were ~2,500 vehicles per day. However during the winter months, traffic volumes are more typically 600-700 vehicles per day.

2.4 Landscape Context

The **Assessment of Landscape and Visual Effects (Appendix 2)** acknowledges that the Mackenzie Basin is a landscape carved out by glaciers (paragraph 4), and that Takapō I Lake Tekapo is identified as an Outstanding Natural Landscape and Site of Natural Significance in the Mackenzie District Plan.

The **Assessment of Landscape and Visual Effects (Appendix 2)** sets out that “*Lake Tekapo township is a landscape characterised by human patterns, including residential, commercial and recreational development.*” (paragraph 5). It describes the land north of Lakeside Drive as “*the landscape displays human patterns, of concrete paths, Paddle Tekapo (Canoe and Kayak rental), a playground, Lake Tekapo Power Boat and Water Ski club, two boat ramps and scattered established exotic trees*” (paragraph 6) and goes on to detail that that land has “*a long history of recreational use that is well recognised and valued. During summer the lake and lake front is a high use activity area with the lake being used by swimmers, recreational boaters (watering skiing, wake boarding, fishing, etc) tourists, holiday maker and locals....*” (paragraph 13).

The **Assessment of Landscape and Visual Effects (Appendix 2)** describes the Pinus species present at the site and considers that “*The tree cover on the site generally complements a mature treed aesthetic that spreads across Lakeside Drive to include the Tekapo township. Generally views into the site from Lake Tekapo are diffused by the existing tree cover.*” (paragraph 10).

3.0 DESCRIPTION OF PROPOSED ACTIVITY

The applicant's objective is to provide a new recreational offering for tourists, visitors and local residents, within the Takapō I Lake Tekapo Township.

The site was selected due to its established trees, proximity to commercial and recreational activities such as Lake Tekapo Hot Springs and Paddle Tekapo, visitor accommodation and in a location with notable levels of vehicle and foot traffic.

3.1 The Site and Built Form

The **Site Plan (Appendix 1)** and the **Assessment of Landscape and Visual Effects (Appendix 2)** identify the site layout and landscape visualisations.

A key design driver is to ensure that the proposed activity and the nature, bulk and location of the structures, will sit lightly within the site and setting. The scale, location and form of the base station building and structures have been designed to complement the site and surrounding area and to be in general accordance with the Takapō I Lake Tekapo Character Design Guide.

The proposed activity will comprise:

- A base station (58.56m²) building located at existing ground level. The base station will be two re-purposed shipping containers adjoining one and other, which will create a 4.8m x 12.2m footprint. It will be standard container height of 2.6m.

The base station will be located parallel to Lakeside Drive and will be clad with a combination of corten steel and vertical timber panels with a natural finish and will have glazed windows and doors. The base station will not be located on the HAIL site.

- An adults ropes course and a children's ropes course which will contain a series of climbing wires, ropes, wire bridges, platforms and zip lines. These will be located within the canopy of the pine trees, between 3m – 10m above ground level (except two zip lines which will finish at ground level). The timber platforms and elements will be left to sliver off.

The concept is based on Tree Climb Adelaide, in Australia. The directors of Queenstown Commercial Parapenters Limited are adventure tourism experts. The course will be designed, constructed and managed to comply with health and safety requirements and the Building Code.

The applicant has advised that prior to commencement of the proposed activity each tree which forms part of the course will be structurally assessed by a suitably qualified arborist to ensure

that its use as part of the proposed activity is safe for the health of the tree and structurally sound for use as part of the course.

The location of the ropes course (3m – 10m above ground level – with the exception of two ziplines which will finish at ground level) will enable the open space area beneath the ropes course to continue to be accessible to the public, including use of the footpath and picnicking within the trees.

If in future the proposed activity ceases operation, the nature of the base station building (as modified shipping containers) and the ropes course structures will be removed without leaving any likely discernible footprint on the landscape.

3.2 The Tree Climb Activity

The proposed activity will operate between 9am and 7pm, seven days a week, and 365 days of the year. However it is anticipated that opening hours and days will be limited during winter months, and during times of inclement weather.

In time, and during peak periods, the activity may employ up to 6 staff members.

An online booking system will be used to manage bookings. During peak times, at capacity, there may be up to 60 people on the course at any one time.

Entry and exit the course will be via the base station building, and access to the course will be via the base station building roof.

3.3 Landscaping

A dense matt of hard tussocks will be planted around the base station building to integrate the building into the surrounding landscape. Refer to the Attachment F (Base Station Visualisation) of the **Assessment of Landscape and Visual Effects (Appendix 2)**.

The tussocks will be watered and appropriately maintained. Any diseased or dying tussocks will be removed and then replaced in the following planting season with the same or similar species.

No fencing is proposed.

3.4 Noise

An **Acoustic Assessment** has been carried out by Marshall Day Acoustics (**Appendix 7**).

The **Acoustic Assessment (Appendix 7)** considers the noise generated by the riders, the ziplines and the traffic / car parking. It determines that “*Based on the predicted noise levels, the proposed course activities can operate within permissible noise limits during daytime hours*” (page 8) and concludes that “*Based on our assessment, we consider that activities on site can result in acceptable noise effects which we consider to be suitable for the protection of the recreational and residential environment of this area*” (page 8).

3.5 Transportation

A **Transport Assessment** has been carried out by Stantec New Zealand (**Appendix 6**).

The **Transport Assessment (Appendix 6)** considers vehicle generation as well as the anticipated walking and cycling demand. It concludes that “*the proposed tree climbing activity is well located to attract customers by active travel modes. It is expected to generate low volumes of traffic, and much of this traffic would be expected to be pass-by traffic already on Lakeside Drive. Accordingly, it will have a negligible effect on the safety and efficiency of Lakeside Drive southeast of the site and the SH8 / Lakeside Drive intersection. Locally, the activity will result in an increase in the number of vehicle manoeuvres and car parking demand along Lakeside Drive. However, it has been assessed that the additional manoeuvring will occur safely with negligible effects on the operation of Lakeside Drive and the increase in car parking demand will be negligible in the local context.*” (page 7).

3.6 Signage

A 2.5m³ (1m x 2.5m) sign will be fixed to the base station building (fronting Lakeside Drive) and will state “Tree Climb Lake Tekapo”. The maximum lettering size will be 100mm. The sign will be made of corten steel, or similar material, and a colour which is sympathetic to the base station building with a maximum reflectivity value of 30%. The sign will not protrude above the roof profile of the building.

Refer to the Attachment F (Base Station Visualisation) of the **Assessment of Landscape and Visual Effects (Appendix 2)**.

3.7 Outdoor Lighting

No outdoor lighting or security lighting is proposed. The activity will not operate after 7pm.

3.8 Earthworks and Construction Period

The location of the base station building is generally flat, and only minor excavations will be required to establish the footings. Erosion and sediment control measures will be implemented by the earthworks contractor to limit the opportunity for any sediment to become entrained in the runoff and enter Takapō I Lake Tekapo.

The construction works are anticipated to take 6 – 8 weeks, this will be dependent on the weather and availability of resources.

Noise generated during the construction period will comply with NZS 6803:1999 for Construction Noise. It is anticipated that during construction there will be limited public access to the area (i.e temporary construction fencing) to manage risk to health and safety.

3.9 Services

- Construction-Phase and Built-Phase Stormwater: Construction-phase stormwater will discharge to ground. Erosion and sediment control measures will be implemented to limit the opportunity for any sediment from establishing the footings for the base station building to become entrained in the runoff.

Stormwater from the roof of the base station building will be captured and stored onsite, via a slim tank attached to the wall of the base station building. The water will be used for watering the proposed tussocks.

The ropes course itself is unlikely to generate notable stormwater.

- Water: The applicant's preference is to connect to the reticulated water supply in Lakeside Drive to provide a water supply for handwashing facilities. The applicant intends to discuss this with Council Services Team.
- Wastewater: The applicant's preference is to connect to the wastewater reticulation in Lakeside Drive to dispose of handwashing water. The applicant intends to discuss this with Council Services Team. If a connection is not available, then a slimline tank will likely be

installed beneath the building (no additional earthworks required). No toilets are proposed, and the nearby public toilets will be used by staff and visitors.

- Electricity Supply: The site will likely connect to Alpine Energy electricity network on Lakeside Drive.
- Telecommunications Network: The site will operate via satellite.

3.10 Additional Resource Consents

No other resource consents are required to establish and operate the proposed activity.

In terms of the Canterbury Land and Water Regional Plan, there will be no earthworks or vegetation removal within the lake bed or riparian margin. Earthworks will not exceed 100m³ and the base station building will not discharge built-phase stormwater directly to land. No ground or surface water takes are proposed, and there will be no on-site wastewater disposal.

The applicant is in discussions with Mackenzie District Council regarding a Licence to Occupy the site. It is understood that this is not able to be progressed until a resource consent for the activity is obtained.

3.11 Pre-Application Consultation

Pre-application consultation was undertaken with the following parties:

- Mackenzie District Council: Davis Ogilvie and the applicant met with Aaron Hakkaart to discuss the proposal. No unanticipated issues were raised. Refer to **Pre-Application Meeting Notes** in **Appendix 8**.

The applicant has also met with the Parks and Reserves Team to discuss the proposal and process to occupy the land.

The applicant also presented the proposal to the Lake Tekapo Community Board. It is understood that the presentation was well received.

- Environment Canterbury: Feedback was sought from Environment Canterbury in terms of the nature of any resource consents required. No unexpected issues were raised. Refer to **ECan Pre-Application Feedback** in **Appendix 8**.

- Arowhenua Rūnanga: Feedback was sought from **Aoraki Environmental Consultancy Limited (AEC)**, on behalf of Te Rūnanga o Arowhenua. The feedback states “*Te Rūnanga o Arowhenua (Arowhenua) is not able to fully agree with this proposal. Arowhenua does not have any concerns with having a rope climbing course in the vicinity of Lake Tekapo. The concerns of Arowhenua relate to the use of the pine trees on the site to form the course. The pine tree species on the site are all species which contribute to the wilding pine problem in the Mackenzie district. Arowhenua would like pines that are a seed source for wilding pines to be removed from public land and indigenous species established in their place. Arowhenua is concerned if a business establishes on the site that is reliant on the pines then removing these will be delayed. If the rope climb course was constructed in a different manner and setback from the lake with no contaminant runoff risk, then this would be more likely to be supported by Arowhenua*”.

The trees are located on land owned by Mackenzie District Council and the removal of the trees is outside the control of the applicant. The applicant has advised that during their discussions with Mackenzie District Council Reserve Team and the Lake Tekapo Community Board both parties indicated that there is no intention to remove the trees.

There are numerous pinus tree species in and around Takapō I Lake Tekapo, Lake Tekapo township, and there is a known wilding pine infestation in the wider Mackenzie Basin, with active control programs undertaken by Environment Canterbury and others.

It is difficult for the proposed activity to mitigate this matter. It is considered that removal of the trees is beyond the scope of this application and would be fundamentally detrimental to the proposed activity.

In terms of the matters which are considered to be within the scope of the application, the proposed activity will be at least 30m from the Takapō I Lake Tekapo shoreline, there will be no wastewater discharge and direct stormwater discharge from the base station building to ground (or the lake).

Refer to **AEC Feedback** in **Appendix 8**.

- Genesis Energy Limited: Feedback was sought from Genesis Energy Limited as the site is subject to easements in favour of Genesis Energy Limited. The feedback sets out the Maximum Control Level for lake levels and recommends that any developments be above the 713m contour line. It also (incorrectly) identifies that the site is located within the bed of Takapō I Lake Tekapo (Section 7 SO 455486).

The base station building will be sited above 713m contour (refer to **Site Plan – Appendix 1**), with the ropes course and platforms at higher levels. The site will not be located within Section 7 SO 455486 or the bed of Takapō I Lake Tekapo.

Refer to **Genesis Energy Feedback** in **Appendix 8**.

4.0 DRAFT RESOURCE CONSENT CONDITIONS

Draft resource consent conditions are proposed for Mackenzie District Council's consideration, as follows. These include the draft conditions set out in the **Assessment of Landscape and Visual Effects (Appendix 2)**, but which have been amended to fit within the resource consent context.

General

1. *The development shall be carried out in general accordance with the application as submitted under reference number XXXX and Site Plan stamped as approved on [date], unless otherwise amended by the conditions of consent.*

Arborist Assessment

2. *Prior to the commencement of earthworks and construction, each tree which forms part of the approved ropes course shall be assessed and certified as being structurally sound and able to appropriately support the ropes course. The assessment and certification shall be carried out by a suitably qualified arborist and shall be provided to Mackenzie District Council's Parks and Recreation Manager.*

Earthworks and Construction Period

3. *Earthworks, excluding the establishment of the landscaping, shall only be undertaken in association with the footing of the base station building. The maximum area of disturbed ground shall be 60m², the maximum volume of 30m³, to a maximum depth of 0.5m.*
4. *During the construction period, noise shall comply with NZS 6803:1999 for Construction Noise.*
5. *During the earthworks period, erosion and sediment control measures shall be implemented by the Contractor.*

Accidental Discovery Protocol

6. *Should an accidental discovery of any archaeological material (including oven stones, charcoal, shell middens, ditches, banks and pits, building foundations, artefacts of Māori and Non-Māori origin or human burials) occur during the undertaking of any earthworks:*

- (a) Earthmoving operations in the affected area shall cease immediately, and the affected area shall be secured to ensure the archaeological material is left undisturbed;*
- (b) Heritage New Zealand Pouhere Taonga and Te Rūnanga o Arowhenua shall be advised of the disturbance and provided access to the affected area to enable appropriate procedures and tikanga to be undertaken;*
- (c) If the material is confirmed by Heritage New Zealand Pouhere Taonga as being archaeological, under the terms of the Heritage New Zealand Taonga Act 2014, an archaeological assessment shall be carried out by a qualified archaeologist, and if appropriate, an archaeological authority shall be obtained from Heritage New Zealand Pouhere Taonga before earthworks resume;*
- (d) If there is evidence of burials or human (kōiwi tangata) having been uncovered, the New Zealand Police shall be contacted immediately;*
- (e) Such earthworks shall not recommence until an archaeological assessment has been made, all archaeological material has been dealt with appropriately, and approval to recommence has been given by Heritage New Zealand Pouhere Taonga, and if human remains are involved, the New Zealand Police.*

Landscaping

- 7. Prior to the commencement of the activity (following the construction phase), a 2m wide landscaping area shall be established around the perimeter of the base station building. The landscaping strip shall be planted with festuca novae-zelandiae (tussock) with 700mm spacings.*
- 8. The landscaping required by Condition 7 shall be regularly watered for at least 2 years from the date of planting, and shall be appropriately maintained. If any of the landscaping required by Condition 7 is diseased or dying, the species shall be removed and then replaced in the following planting season with the same species.*

Ropes Course

- 9 All timber platforms and climbing apparatus shall be Macrocarpa timber and shall be left to silver off naturally.*

Base Station Building

- 10 The exterior cladding of the base station building shall be either timber stained with a natural hue or dark charcoal, browns, greys, or left to silver naturally, and / or Corten steel or steel painted or powder coated with a matt or powder finish. Paint colours shall have a Light Reflectivity Value of between 5 - 30% and shall be in the range of greens, greys and black.*

11 *Any visible foundations shall be plastered and either painted black or the same colour as the wall cladding.*

Land Transport

12 *Prior to the commencement of the activity, an accessible parking space shall be established, as shown on the approved Site Plan dated XXXX, and shall be formed and marked in accordance with an approved service consent, or to a standard otherwise approved by Mackenzie District Council's Roading Manager.*

13 *Prior to the commencement of the activity, 12 cycle parks shall be established, as shown on the approved Concept MasterPlan dated XXXX, formed and marked in accordance with an approved service consent, or to a standard otherwise approved by Mackenzie District Council's Roading Manager.*

Noise

14 *Following the commencement of the activity, noise levels shall not exceed 50dBA Leq at the notional boundary of any residential activity between 7am and 10pm, and 40dBAleq and 70dBALmax at all other times.*

Course Users

15 *There shall be no more than 60 users on the course at any one time.*

Sign

16 *A 2.5m² sign may be attached to the southern exterior façade of the base station building, and sit below the roof profile. The sign shall state "Tree Climb Lake Tekapo" and have a maximum lettering height of 100mm. The sign shall have a Light Reflectivity Value of between 5 - 30% and shall be in the range of greens, greys and black.*

Hours of Operation

17 *The activity may operate between the hours of 9am and 7pm, 365 days of the year.*

If Council is of a mind to grant this application, we ask that there is an opportunity to review and comment on the draft conditions.

5.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

Section 88 of the RMA requires the applicant to undertake an assessment of any actual or potential effects on the environment that may arise from a proposal, and the ways in which any adverse effects may be avoided, remedied or mitigated.

The actual and potential effects of the proposed activity are considered below, and within the context of the Assessment Matters for the Recreation P Zone.

5.1 Permitted Baseline

There is no relevant permitted baseline to consider.

It is noted that the Recreation P Zone includes buildings and structures for passive recreation activities less than 100m² as a controlled activity, subject to the controlled activity standards. In the case of the proposed buildings and structures, if they were to support a passive recreation activity, rather than a commercial recreation activity, then they would be a controlled activity, with the matters of control relating to design.

5.2 Effects on the Receiving Environment

Amenity Effects

The establishment and operation of a commercial recreational activity, including associated building and (ropes course) structures, has the potential to impact the amenity of the receiving environment. In this case, the key amenity effects to consider are effects on visual amenity and the effects of noise.

In terms of visual amenity, the **Assessment of Landscape and Visual Effects (Appendix 2)** considers the visual effects of the proposed activity on the receiving environment including from Takapō I Lake Tekapo and shoreline, and the Station Bay development. It identifies a number of properties which may be subject to “low” adverse visual effects, but goes on to consider “*given the proposed tree climb activity park’s relatively small size, the recessive colour, sympathetic nature of materials, location, setback from boundaries and the existing human development densities nearby, potential adverse visual effects are expected to be mitigated. Thus, the existing visual amenity of the lakefront will remain intact.*” (paragraph 66).

The **Assessment of Landscape and Visual Effects (Appendix 2)** goes on to conclude *“considering the proposed mitigation measures and the development’s small scale within an area that already displays a high level of recreational activities, it’s considered that the surrounding landscape has the scope to absorb the change. The tree climb activity park is anticipated to be an appropriate development within the Recreation P Zone and will be a positive addition to the Lake Tekapo Township, with minimal visual and landscape effects.”* (paragraph 67). That assessment is adopted.

In terms of effects of noise generated by the proposed activity, the **Acoustic Assessment (Appendix 6)** considers the noise anticipated to be generated by the riders, the ziplines and the traffic / car parking. It determines that *“Based on the predicted noise levels, the proposed course activities can operate within permissible noise limits during daytime hours”* (page 8) and concludes that *“Based on our assessment, we consider that activities on site can result in acceptable noise effects which we consider to be suitable for the protection of the recreational and residential environment of this area”* (page 8). That assessment is adopted.

Earthworks and Construction

Construction works will be staged and are anticipated to take 6 – 8 weeks in total, this is dependent on the weather and availability of resources. Minimal earthworks are required to establish the footings for the base station building, given the nature of the building (modified containers) and the relatively level area of the site.

Construction and earthworks will be undertaken in a manner which aligns with best practice and will be managed in accordance with the parameters of this consent, including the implementation of the Accidental Discovery Protocol, erosion and sediment control measures and compliance with Construction Noise Standard NZS 6803:1999.

Any adverse effects associated with construction and earthworks will be short-term and limited to the construction period and mitigated to an acceptable level.

Public Access and Use of Open Space

The proposed activity has been designed to ensure that public use of the open space and access through the open space area will not be impeded. The location of the ropes course at least 3m above existing ground level will enable public use and access underneath (with the exception of the zip lines), including use of the sealed footpath for walking and cycling, and will support the open space network along the lakefront.

The base station will have a small footprint and will not impede public use of the open space.

Health and safety of users and the public will be considered as part of activities health and safety obligations.

The activity will utilise publicly available car parking on Lakeside Drive. The **Transport Assessment (Appendix 5)** sets out that *“the activity will result in an increase in the number of vehicle manoeuvres and car parking demand along Lakeside Drive. However, it has been assessed that the additional manoeuvring will occur safely with negligible effects on the operation of Lakeside Drive and the increase in car parking demand will be negligible in the local context.”* (page 7 of the **Transport Assessment – Appendix 5**). That assessment is adopted.

5.3 Effects on the Environment

Landscape Effects

Takapō I Lake Tekapo and the wider Mackenzie Basin are widely acknowledged and valued for their landscape values. The Mackenzie District Plan identifies Takapō I Lake Tekapo (~80 from the shoreline) as an Outstanding Natural Landscape and a Site of Natural Significance. The establishment and operation of a commercial recreational activity, including associated building and (ropes course) structures, near the shoreline has the potential to impact these landscape values.

The **Assessment of Landscape and Visual Effects (Appendix 2)** considers that the base station building may affect the visual access to the lakefront, however it goes on to consider that *“the Base Station and its landscaping, given their modest size, will act to mitigate any adverse effects on openness. By minimizing earthworks, landscaping, and keeping structures small, the landscape’s glacial character will be preserved.”* (paragraph 65).

The **Assessment of Landscape and Visual Effects (Appendix 2)** goes on to conclude *“considering the proposed mitigation measures and the development’s small scale within an area that already displays a high level of recreational activities, it’s considered that the surrounding landscape has the scope to absorb the change. The tree climb activity park is anticipated to be an appropriate development within the Recreation P Zone and will be a positive addition to the Lake Tekapo Township, with minimal visual and landscape effects.”* (paragraph 67). That assessment is adopted

Transportation

The **Transport Assessment (Appendix 5)** provides an assessment of the effects of the proposed traffic generation and traffic infrastructure within the context of the proposed activity, Lakeside Drive and the wider traffic network (including the intersection of Lakeside Drive and State Highway 8).

It concludes that *“the proposed tree climbing activity is well located to attract customers by active travel modes. It is expected to generate low volumes of traffic, and much of this traffic would be expected to be pass-by traffic already on Lakeside Drive. Accordingly, it will have a negligible effect on the safety and efficiency of Lakeside Drive southeast of the site and the SH8 / Lakeside Drive intersection. Locally, the activity will result in an increase in the number of vehicle manoeuvres and car parking demand along Lakeside Drive. However, it has been assessed that the additional manoeuvring will occur safely with negligible effects on the operation of Lakeside Drive and the increase in car parking demand will be negligible in the local context.”* (page 7 of the **Transport Assessment – Appendix 5**). That assessment is adopted.

Cultural Effects

Te Rūnanga O Arowhenua are the manawhenua of the area. It is understood that Takapō and its surrounds is of great significance and has a statutory acknowledgement as part of the Ngai Tahu Claims Settlement Act 1998. It is noted that Takapō is identified in Plan Change 24 to the Mackenzie District Plan as a Site and Area of Maori Significance (SASM13).

The **Feedback from Aoraki Environmental Consultancy Limited (Appendix 7)**, on behalf of Te Rūnanga o Arowhenua, states *“Te Rūnanga o Arowhenua (Arowhenua) is not able to fully agree with this proposal. Arowhenua does not have any concerns with having a rope climbing course in the vicinity of Lake Takapo. The concerns of Arowhenua relate to the use of the pine trees on the site to form the course. The pine tree species on the site are all species which contribute to the wilding pine problem in the Mackenzie district. Arowhenua would like pines that are a seed source for wilding pines to be removed from public land and indigenous species established in their place. Arowhenua is concerned if a business establishes on the site that is reliant on the pines then removing these will be delayed. If the rope climb course was constructed in a different manner and setback from the lake with no contaminant runoff risk, then this would be more likely to be supported by Arowhenua”*.

The trees are located on land owned by Mackenzie District Council and the removal of the trees is outside the control of the applicant. The applicant has advised that during their discussions

with Mackenzie District Council Reserve Team and the Lake Tekapo Community Board both parties indicated that there is no intention to remove the trees.

There are numerous pinus tree species in and around Takapō I Lake Tekapo, Lake Tekapo township, and there is a known wilding pine infestation in the wider Mackenzie Basin, with active control programs undertaken by Environment Canterbury and others.

It is difficult for the proposed activity to mitigate this matter. It is considered that removal of the trees is beyond the scope of this application and would be fundamentally detrimental to the proposed activity.

In terms of the matters which are considered to be within the scope of the application, the proposed activity will be at least 30m from the Takapō I Lake Tekapo shoreline, there will be no wastewater discharge and direct stormwater discharge from the base station building to ground (or the lake).

Based on the **Feedback from Aoraki Environmental Consultancy Limited (Appendix 8)**, that *“Arowhenua does not have any concerns with having a rope climbing course in the vicinity of Lake Takapo”*, and that the matters which are within the scope of the application have been addressed by the proposed activity (i.e. location of structures and disposal of stormwater), together with the implementation of an Accidental Discovery Protocol, it is considered that adverse effects on cultural values will be less than minor.

Contaminated Soils

The PSI relating to Lot 2 DP 455053 (Record of Title 584960) notes that it is likely that former cabins on an area of the site had asbestos tiling and sets out that asbestos remnants may be present in the soil following the demolition. Asbestos is classified on the HAIL list as E1.

The proposed activity will not disturb the soil on the ‘piece of land’, and the land will remain part of an open space area (i.e no change in land use).

On this basis, it is considered that there are unlikely to be risks to human health as a result of the proposed activity.

Renewable Electricity Generation

Takapō I Lake Tekapo forms part of the renewable electricity generation network and Genesis Energy Limited has easements registered on the Record of Title underlying the site.

The topographical detail demonstrates that the activity will be above the 713m contour (**Site Plan – Appendix 1**). This reflects Genesis Energy’s recommendation regarding potential inundation of fluctuating lake levels (**Feedback from Genesis Energy - Appendix 8**)

Due to the nature, scale and location of the proposed activity it is not considered that it will compromise Genesis Energy’s operations or the wider renewable electricity generation network. However due to the critical nature of a precautionary approach is being taken and Affected Party Approval will be sought from Genesis Energy Limited.

Existing Easements

Existing easements on the site in favour of Genesis Energy Limited and Mackenzie District Council will not be impeded by the establishment or operation of the proposed activity.

Positive Effects

The proposed activity will provide a new commercial recreational offering in Takapō I Lake Tekapo township. It will complement the existing recreational offerings in the West Tekapo, and may also compliment activities such as hospitality, which may develop in the MUZ in the future. This in turn will support the economic wellbeing of Takapō I Lake Tekapo township, and in particular the town’s recovery from the economic impacts of covid.

5.4 Conclusions

With regard to Section 95E of the RMA, while it is anticipated that adverse effect will be less than minor, due to the critical nature of Genesis Energy Limited’s operations and registered easement on the site, a precautionary approach is taken and Affected Party Approval will be sought.

Overall, and on balance, it is considered that adverse effects will be less than minor and will be acceptable.

6.0 PUBLIC AND LIMITED NOTIFICATION

6.1 Public Notification

Section 95A of the RMA sets out the steps to determine public notification.

Step 1: Mandatory Public Notification in Certain Circumstances

Consideration	Response
Has the applicant requested public notification? (s95A(3)(a))	No
Is public notification required under Section 95C? (s95A(3)(b))	No
Has the application been made jointly with an application to exchange recreation reserve land under Section 15AA of the Reserves Act 1977? (s95A(3)(c))	No

Step 2: Public Notification is Precluded in Certain Circumstances

Consideration	Response
Does a rule or NES preclude public notification of each activity? (s95A(5)(a))	No
Is the application for a controlled activity (s95A(b)(i)) or a restricted discretionary, discretionary or non-complying boundary activity (s95A(b)(iii)), and no other activity	No

Step 3: Public Notification Required in Certain Circumstances

Consideration	Response
Is the application for one or more activities subject to a rule or NES that requires public notification? (s95A(8))	No
Is the activity likely to have adverse effects on the environment that are more than minor? (s95A(8))	No

Step 4: Public Notification in Special Circumstances

Consideration	Response
Do special circumstances exist that warrant public notification? (s95A(9))	No

6.2 Limited Notification

Section 95B of the RMA sets out the steps to determine limited notification.

Step 1: Certain Affected Groups and Affected Persons must be Notified

In terms of the first determination, there are no known customary rights group or affected customary marine title groups.

In terms of the second determination, Takapō I Lake Tekapo has a statutory acknowledgement under the Ngai Tahu Claims Settlement Act, however Te Rūnanga O Arowhenua are not considered to be an affected person (refer to Section 5 above).

Step 2: Limited Notification Precluded in Certain Circumstances

Consideration	Response
Does a rule or NES preclude limited notification of each activity? (s95B(6)(a))	No
Is the application for a controlled activity and is not a subdivision? (s95B(6)(b)(i))	No

Step 3: Certain other Affected Persons must be Notified

Consideration	Response
In the case of a boundary activity, determine in accordance with Section 95E whether an owner of an allotment with an infringed boundary is an affected person. (s95(b)(7))	N/A
In the case of any other activity, determine whether a person is an affected person in accordance with Section 95E. (s95(b)(8))	No

While it is anticipated that adverse effect will be less than minor, due to the critical nature of Genesis Energy Limited's operations and a registered easement on the site, a precautionary approach is taken and Affected Party Approval will be sought.

Step 4: Further Notification in Special Circumstances

If special circumstances exist that warrant notification to any other persons not already determined to be eligible for limited notification under this section – those persons must be notified. In this case, no known special circumstances exist.

Given the above assessment, it is considered that there is no requirement to publicly notify the application. If Affected Party Approval is provided by Genesis Energy Limited then adverse effects on that party cannot be considered by Mackenzie District Council, and the application need not be limited notified.

7.0 STATUTORY CONSIDERATIONS

7.1 Natural and Built Environment Act 2023

The Natural and Built Environment Act (NBEA) and the Spatial Planning Act have recently been enacted. These were, in time, expected to supersede the RMA. However at present the transitional provisions of the NBEA require that Parts 3 and 5 of the RMA apply until the date on which a NBEA plan is publicly notified for the regime, and accordingly the application must be determined under the RMA.

It is noted that the NBEA is set to be repealed by the new Government before the end of 2023.

7.2 Part 2 – Purpose and Principles of the RMA

Part 2 of the RMA sets out the purpose and principles of the RMA. The purpose of the RMA is to promote the sustainable management of natural and physical resources, and the principals listed in Part 2 support this purpose.

The Mackenzie District Plan is currently subject to a rolling review, however the review of the Recreation P Zone applying to the site has not yet been notified. It was made operative prior to *RJ Davidson Family Trust v Marlborough District Council* [2018] NZCA 316. However it is considered that the current planning provisions for the Recreation P Zone generally reflect the provisions of Sections 5 – 8 of the RMA and no further assessment against those provisions is considered necessary.

7.3 National Policy Statements (NPS) and National Environmental Standards (NES)

The NPS's and NES's relevant to the proposed activity are:

National Policy Statement for Freshwater Management (NPS-FM)

The NPS-FM sets out the hierarchy of obligations for freshwater management known as Te Mana o te Wai. Objective 1 sets the priorities as follows:

- a) *first, the health and well-being of water bodies and freshwater ecosystems*
- b) *second, the health needs of people (such as drinking water)*
- c) *third, the ability of people and communities to provide for their social, economic, and cultural well-being, now and in the future.*

In this case, the proposed activity will be setback from the Takapō I Lake Tekapo shoreline and there will be no discharges to the lake. Therefore no further consideration of the NPS-FM is necessary.

National Environmental Standard for Freshwater Management – NES-FM

The NES-FM set out requirements for carrying out activities that present a risk to freshwater and freshwater ecosystems. The activities that the NES-FM addresses are farming activities, works near natural wetlands, reclamation of rivers and fish passage. These activities do not relate to the proposed activity and therefore no further consideration of the NES-FM is necessary.

National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health (NES-CS)

The PSI relating to Lot 2 DP 455053 (Record of Title 584960) notes that it is likely that former cabins on an area of the site had asbestos tiling and sets out that asbestos remnants may be present in the soil following the demolition. Asbestos is classified on the HAIL list as E1.

The proposed activity will not disturb the soil on the 'piece of land', and the land will remain part of an open space area (i.e no change in land use).

On this basis, it is considered that the proposed activity does not trigger the need for resource consent, or further site investigations, under the NES-CS.

National Policy Statement for Urban Development (NPS-UD)

Takapō I Lake Tekapo township is not defined as an 'urban environment' under the NPS-UD. No further consideration of the NPS-UD is necessary.

National Policy Statement for Renewable Electricity Generation (NPS-REG)

Takapō I Lake Tekapo forms part of the renewable electricity generation network and Genesis Energy Limited has easements registered on the Record of Title underlying the site. Due to the nature, scale and location of the proposed activity it is not considered that it will compromise Genesis Energy's operations or the wider renewable electricity generation network, or the rights of the easement registered on the site. As a precaution, Affected Party Approval will be sought. No further consideration of the NPS-REG is necessary.

7.4 Mackenzie District Plan

The key objectives and policies of the Mackenzie District Plan relevant to the proposed activity are considered as follows:

Recreation and Open Space

Objective 1 - A conveniently distributed and accessible range of public open space, community facilities and recreational areas and facilities to meet the diverse needs of residents and visitors to the District.

Policy 1 - To encourage, and where possible, provide for a range of recreation opportunities and community facilities within the District.

Policy 2 - To ensure the provision of open spaces and recreational areas within or in reasonable proximity to new residential subdivisions to meet the needs of the future community.

Policy 3 - To require contributions towards public open space and recreation areas from residential subdivision and from any major residential, business or community development to provide for:

- i. Additional parks, walkways and cycleways needed as a result of additional household and/or visitor growth.*
- ii. Additional open space needed for visual relief or enhancement. Additional open space needed for visual relief or enhancement.*
- iii. Development and maintenance of neighbourhood parks and local open space to a level at which they are useable and enjoyable.*

Objective 1 seeks to ensure that a range of public open space, community facilities, and recreational areas and facilities are conveniently distributed and accessible to meet the needs of residents and visitors to the Mackenzie District.

Policy 1 seeks to encourage a range of recreation opportunities within the District. The proposed activity will be a new recreational offering to the Takapō I Lake Tekapo township and the Mackenzie District, and will therefore support the notion of a range of recreation facilities being offered.

Policy 2 seeks to ensure the planned provision of open space and recreational areas for new development. This is not relevant as the open space is existing.

Policy 3 sets out reserve contribution considerations. This is not relevant to the proposed activity.

Objective 2 - A continuous reserve of open space and passive recreational areas located along the lakeside between and either side of the Lake Tekapo township and Lake Tekapo.

Policy 1 - To provide for a large range of active and passive recreation opportunities in close proximity to Lake Tekapo.

Policy 2 - To ensure that built form is minimised, and the open spaces and visual amenity of the lakeside areas are safeguarded.

Policy 3 - To retain the naturalness of the lakeside, and preserve uninterrupted views from the township.

Objective 2 seeks to retain a continuous open space and passive recreational areas located along the lakeside of the Takapō | Lake Tekapo and Lake Tekapo township.

Within the policy context the Recreation P Zone rules:

- provide for buildings and structures for passive recreation activities less than 100m² as a controlled activity, subject to the controlled activity standards relating to design. In the case of the proposed buildings and structures, if they were to support a passive recreation activity, rather than a commercial recreation activity, then they would be a controlled activity and be in accordance with this standards; and
- specifically identify commercial recreation activities on the Takapō | Lake Tekapo lakefront as a discretionary activity. A commercial recreation activity elsewhere would be a non-complying activity.

Policy 1 seeks to provide a range of active and passive recreation opportunities in close proximity to Takapō | Lake Tekapo. The proposed activity is considered an active recreation activity, which is commercial in nature. Its location in the vicinity of Takapō | Lake Tekapo is consistent with this policy.

Policy 2 seeks to ensure built form is minimised and the visual amenity of the lakeside areas are safeguarded. As noted above, the built form will reflect the scale of built form provided for passive recreation activities (under Controlled Activity 4.5.1(c)). The **Assessment of Landscape and Visual Effects (Appendix 2)** considers that adverse effects on visual amenity or landscape values will be less than minor and this generally aligns with the open space and visual amenity of the lakeside area as being safeguarded.

Policy 3 seeks to retain the naturalness of the lakeside and preserve uninterrupted views from the township. The nature of the proposed activity, through its building, structures and human activity, will mean that naturalness of the lakeside and uninterrupted views may be compromised. However the **Assessment of Landscape and Visual Effects (Appendix 2)** concludes that due to the design and scale of the proposed activity, any adverse effects on visual amenity or landscape values will be less than minor. There are other activities within the lakefront open space network which may be considered to compromise the naturalness of the lakeside and uninterrupted views, such as the Skiclub building and playgrounds.

Transportation

Objective 1 - Vehicle parking, loading and access which does not detract from the efficiency, safety and amenity of the various activity areas, particularly the state highway network within the District.

Policy 1A - To protect the efficiency, safety and amenity of various activity areas, the state highway network and the road hierarchy in the District by ensuring adequate on-site parking, loading and access provisions exist.

The proposed activity will rely on-street parking on Lakeside Drive, as the provision of onsite parking on the open space area is considered undesirable. The **Transportation Assessment (Appendix 6)** concludes that “*additional manoeuvring will occur safely with negligible effects on the operation of Lakeside Drive and the increase in car parking demand will be negligible in the local context*” (page 7). It also concludes the activity “*will have a negligible effect on the safety and efficiency of Lakeside Drive southeast of the site and the SH8 / Lakeside Drive intersection.*” (page 7).

It is considered that the proposed development will reflect the intent of Objective 1 and Policy 1A.

Based on the above assessment, it is considered that the proposed activity will be consistent (and not contrary) to the objectives and policies of the Mackenzie District Plan relevant to the application.

8.0 RESOURCE MANAGEMENT ACT 1991

The NBEA and the Spatial Planning Act have recently been enacted, however as detailed above, the transitional provisions of the NBEA require that this application must be determined under the RMA. Therefore consideration of Section 104 of the RMA is set out below.

8.1 Consideration of Application

Section 104(1) of the RMA sets out that when considering an application for resource consent, a Consent Authority must have regard to:

(a) any actual and potential effects on the environment of allowing the activity; and

Comment: Section 5 above considers the actual and potential effects on the environment, and it determines that, subject to the draft consent conditions set out in Section 4, these effects will likely be acceptable.

(ab) any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity; and

Comment: No offset or compensation measures are proposed.

(b) any relevant provisions of

(i) a national environmental standard:

(ii) other regulations:

(iii) a national policy statement:

(iv) a New Zealand coastal policy statement:

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

(vi) a plan or proposed plan; and

Comment: Refer to Section 7 for the consideration of the relevant provisions.

(c) any other matter the consent authority considers relevant and reasonably necessary to determine the application.

Comment:

Te Manahuna Land Strategy (2021)

Te Manahuna Land Strategy (2021) developed by Mackenzie District Council sets out objectives for Council-owned land. It recognises that open space is integral to the District's identity and to its social, cultural, economic, and environmental wellbeing. It notes that *"the combined effects of resident and visitor growth on the future open space needs of the Mackenzie district will be significant."* (page 10).

Te Manahuna Land Strategy sets out that the strategic direction for open space will include:

- *"Anticipating the increased demand for, and new pressures on, both rural and residential public open space due to population growth and demographic change in our residential and rural areas.*
- *Understanding that open space fulfils a range of resident and visitor needs. With a demand for diversity in open space, diminished leisure time and private open space, a variety of accessible public open space will need to be available. These also need to be equitably distributed."* (page 10).

It notes that detailed open space plans will be developed following the adoption of a Parks Strategy. It is understood that neither have been developed to date.

The proposed activity appears to be consistent with the objectives of Te Manahuna Land Strategy.

The Mackenzie Spatial Plan (2021)

The Mackenzie Spatial Plan (2021) developed by Mackenzie District Council set out a number of spatial plans for the towns in the Mackenzie District. The Tekapo I Takapō Spatial Plan, recognises *"there are several walking and cycling trails through the town and along the lake reserve, which connect to wider networks within the Regional Park, up Ōtehiwai\|Mount John, and along the river. Lake Tekapo Airport is located a short distance to the west of the town."* (page 25). It goes on to note that *"growth is contained by existing landscape features and natural topography, which helps establish an open space network. This brings together existing open spaces, waterways and trails to link with Lake Takapō, Mt John (including a proposed Bike Park) and the Regional Park"* (page 32).

Tekapo I Takapō Spatial Plan identifies the site as 'open space' with a 'trail' running through it.



Figure 4: The Tekapo I Takapō Spatial Plan from the Mackenzie Spatial Plan (2021)

The Spatial Plans were included in Plan Change 21 to the Mackenzie District Plan and became operative in September 2023. However Plan Change 21 did not include any Open Space and Recreation Zones as they form part of a later stage of the current rolling review of the Mackenzie District Plan.

The proposed activity appears to be consistent with the Tekapo I Takapō Spatial Plan.

Te Manahuna Ki Uta Destination Mackenzie (2022)

Te Manahuna Ki Uta Destination Mackenzie (2022) sets out a vision and principles for the Mackenzie District as a visitor destination. It proposes a range of projects and initiatives to ensure “*visitor economy rebuilds sustainably to ensure it is competitive, vibrant, resilient, and market driven*” (page 3). Broadly, the projects specified do not relate to specific sites or landowners. None of the projects appear to specifically relate to the open space network along the Lake Tekapo lake front however Tier 2 project recommends “*options should be investigated for recreational experiences such as kayaking and boating etc. to offer options for trail networks around parts of the lake and to provide a diversity of products (cycling, trail running, tramping, kayaking etc)*” (page 47). This signals the intention to increase commercial recreational activities at on about the Lake Tekapo lakefront.

The proposed activity appears to be consistent with Te Manahuna Ki Uta Destination Mackenzie.

8.2 Determination of Applications for Non-Complying Activities

Section 104B of the RMA sets out that after an application for a discretionary or non-complying activity, a Consent Authority:

- may grant or refuse the application; and
- if it grants the application, may impose conditions under Section 108.

Section 104D of the RMA set out particular restrictions for non-complying activities:

*Despite any decision made for the purpose of notification 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)(ii) 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, if there is a plan but no proposed plan in respect of the activity; or*
(ii) *the relevant proposed plan, if there is a proposed plan but no relevant plan in respect of the activity; or*
(iii) *both the relevant plan and the relevant proposed plan, if there is both a plan and a proposed plan in respect of the activity.*

In this case, it is considered that the adverse effects on the environment will be less minor and the activity will be consistent with (and not contrary to) the objectives and policies of the Mackenzie District Plan. Therefore the activity passes both gateway tests and Mackenzie District Council to be able to grant the application under Section 104B and 104D of the RMA.

9.0 CONCLUSION

In conclusion, the applicant propose to establish and operate a tree-climb ropes course, on a site at Lakeside Drive, Takapō I Lake Tekapo Township.

Resource consent is required under the Mackenzie District Plan for a **non-complying activity**. The activity is considered to be a commercial recreation activity, and the site is zoned Recreation P in the Mackenzie District Plan.

It is anticipated that adverse effects will be less than minor and acceptable. However due to the critical nature of Genesis Energy Limited's operations a precautionary approach will be taken by the Applicant and Affected Party Approval sought.

The proposed activity will not be contrary to the relevant objectives and policies of the Mackenzie District Plan.

Given this, it is considered that the Mackenzie District Council is able to grant the application, pursuant to Section 104B and 104D of the RMA.

APPENDIX 1 – SITE PLAN

Issue	Date	Reason	Approved
A	07/23	For discussion	DJS

Client: QCP Limited
 Owner: Mackenzie District Council
 Address: Lakeside Drive, Lake Tekapo
 Appellation: Lots 2 & 5 DP 455053
 RT Reference: RT 999813 & RT 584960
 Total Area: 4.569 ha

Survey Datum:
 Horizontal: NZGD2000, Timaru Circuit
 Vertical: New Zealand Vertical Datum 2016

Origin Point: MN B DP 352127
 Easting: 353000.719 mE
 Northing: 843784.571 mN
 RL: 745.86 mH

- Notes:
- All dimensions in metres unless shown otherwise;
 - Survey Completed by Malvin Howey and Zoltan I Levey on the 24/04/2023
 - Equipment used: Leica GNSS RTK GS14 receivers SN #2810935, #2810968 and Leica TS15 Robotic Total Station SN # 162559
 - Heights transferred using GNSS
 - Existing boundaries adopted from GRIP Online database
 - Boundary dimensions and areas are subject to title survey
 - Aerial Photography: <https://basemaps.linz.govt.nz/> DXF created by Grip on 10/05/2023. (<https://grip.co.nz>)
 - For dimensions, areas, easement, covenants and consent notice information, refer to Lots 2 & 5 DP 455053, RT 584960 and RT 999813
 - Major contours shown at 1.0m intervals
 - Minor contours shown at 0.2m intervals
 - Existing services shown are based off MDC's GIS recorders and should be treated as indicative only
 - Visible service at ground level were picked up as part of this survey, a full assessment of underground services was not undertaken
 - Existing services are located within the proposed works area, including services not necessarily shown on this plan. It is the Contractors responsibility to locate and protect all existing services including liaison with the relevant Service Authority, Council or Land Owner

- Key:
- Fence
 - Building Line
 - Bottom of bank
 - Tree with diameter (DBH)
 - Sump
 - Foul Sewer manhole
 - Stormwater manhole
 - Lamp pole
 - Proposed Ropes Course Area
 - Ropes Course (Adult)
 - Ropes Course (Kids)
 - Zip Line
 - Operative MDC Plan; Rec P zone
 - Areas of Visual Vulnerability (High)



CAD ref: C:\125\data\DO-TIMARU\30648 TM - Lakeside Drive, Tekapo 1097\06 CADD\DWG\DOA 30648 Application Plan AP01 A.dwg

APPENDIX 2 – ASSESSMENT OF LANDSCAPE AND VISUAL EFFECTS

TREE CLIMB ACTIVITY PARK

Assessment of Landscape and Visual Effects

Produced for Lake Tekapo Tree Climb

October 2023



Prepared by Design Works Group
Written: Annabel Crosbie (Intermediate Landscape Architect with BLA)
Reviewed: James Ward (Senior Landscape Architect with BLA)

DWG
LANDSCAPE ARCHITECTURE

August 2023

INTRODUCTION

1. This landscape and visual assessment report is prepared by Design Works Group to assess the potential effects of a proposed tree climb activity park located on Lakeside Drive, Tekapo and to offer mitigation if required. The proposed activity park is a tree climbing confidence course that will include a Base Station container building 4.8m (w) x 12.12m (L), climbing wires, ropes, platforms, signage, associated landscaping and planting. It is understood that the proposal is a discretionary activity under the Mackenzie District Plan.
2. This report includes:
 - A description of the site and wider landscape
 - A description of the proposal
 - Landscape classification
 - Assessment of Landscape and Visual affects
 - Proposed design and mitigation measures
 - Conclusion
3. The following are included in this report.
 - **ATTACHMENT A** - Context Plan
 - **ATTACHMENT B** - Site Photos
 - **ATTACHMENT C** - Topography Survey
 - **ATTACHMENT D** - Tree Climb Adelaide Example
 - **ATTACHMENT E** - Concept Masterplan
 - **ATTACHMENT F** - Base Station Visualization
 - **ATTACHMENT G** - Base Station Visualization
 - **ATTACHMENT H** - MacKenzie District Council Map 44B
 - **ATTACHMENT I & J** - View from Lake Tekapo Lake front & Boat Ramp
 - **ATTACHMENT K, L & M** - View from Station Bay Subdivision Lots 48,12 & 9
 - **ATTACHMENT N** - View from Lake Tekapo Holiday Park



ATTACHMENT A - Context Plan

DESCRIPTION OF THE SITE AND WIDER LANDSCAPE

4. The subject site for the tree climb activity park is located adjacent to Lakeside Drive, at the south west end of Lake Tekapo, in Tekapo township within the MacKenzie Basin (refer ATTACHMENT A). MacKenzie Basin is a landscape carved out by glaciers with three natural lakes and three artificial hydroelectric lakes enclosed by high mountain ranges. The landscape is characterised by a vast sense of openness, hydro electric development and pastoral farming.
5. Lake Tekapo township is a landscape characterised by human patterns, including residential, commercial and recreational development.
6. Lakeside Drive runs parallel to the south western end of Lake Tekapo, from Tekapo township to Tekapo hot springs. To the north of Lakeside Drive the landscape displays human patterns, of concrete paths, Paddle Tekapo (Canoe and Kayak rental), a playground, Lake Tekapo Power Boat and Water Ski club, two boat ramps and scattered established exotic trees (refer ATTACHMENT B).
7. South of Lakeside Drive the landform slopes gently over a glacial and fluvial basin floor down over the road to the lake beach and blue glacier fed lake. The south side of the road is characterised by, multiple existing human patterns including, State Highway 8, Station Bay residential subdivision, Lake Tekapo Holiday Park and a scattering of other residential and commercial developments.
8. North of the site is Tekapo Hot springs with Mt John as a backdrop. Directly North East from the site is panoramic views of Lake Tekapo.
9. This site is a distinctive and clear example of a glacial landscape, both in terms of the site and the landscape context. The lake shore beaches and surrounding landscape formed over many years of varying glacial melt and changing lake levels. Currently the height of Lake Tekapo fluctuates between 701 msl to 711 msl.
10. The vegetation of the site is typical of the wider lake front and Tekapo township vegetation patterns, exhibiting a variety of exotic Pinus species scattered along the lake front with a depleted ground cover vegetation pattern arising from a long history of exotic weed infestation, low rainfall and a thin topsoil cover. The tree cover on the site generally complements a mature treed aesthetic that spreads across Lakeside Drive to include the Tekapo township. Generally views into the site from Lake Tekapo are diffused by the existing tree cover.
11. Station Bay residential subdivision is currently under construction with a many lots yet to be built on. The subdivision includes sections ranging from approximately 400m² to 800m² at an elevation of 720 msl – 740 msl, and is approximately 20 - 30m above the site (Refer ATTACHMENT C).
12. Lake Tekapo is an Outstanding Natural Landscape (ONL) and site of Natural Significance. It is considered that the subject site is located within an area that has high visual vulnerability due to it's proximity to the lake and lake beach front.
13. The land along Lakeside Drive has a long history of recreational use that is well recognised and valued. During summer the lake and lake front is a high use activity area with the lake being used by swimmers, recreational boaters (watering skiing, wake boarding, fishing, etc) tourists, holiday maker and locals. Cycling, walking, running and picnicking are to name a few activities.
14. Tangata Whenua Values. Lake Tekapo's correct name is Takapō and has changed through mispronunciation. In Maori Legends Takapō was one of the lakes dug by the Waitaha explorer Rākaihautū with his kō (Polynesian digging stick) named Tūwhakaroria. Lake Takapō has spiritual and cultural significance and historically the wider Takapō area was an important part of the extensive food gathering area of Te Mxanahuna (Mackenzie Basin) renowned for its weka and tuna (eels). There are no known urupa or wai tapu associated with this particular site (reference <https://kahurumanu.co.nz/atlas>).



View South East towards Tekapo township - Established Pinus trees and concrete path



View South East towards Tekapo township

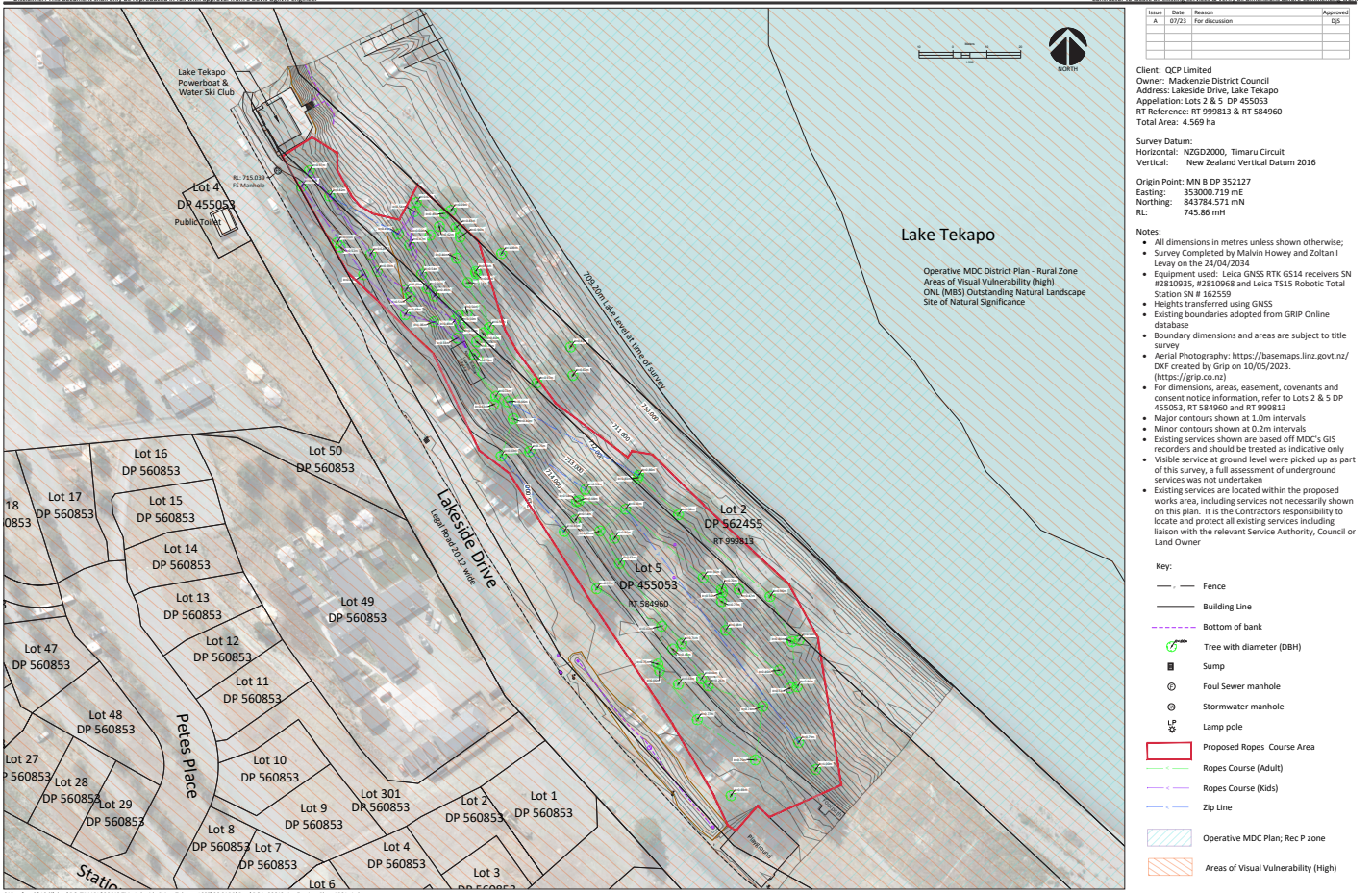


View from the Holiday Park East towards Lake Tekapo



View North West towards Power Boat Club

ATTACHMENT B - Site Photos



Issue	Date	Reason	Approved
1	21/12	For discussion	DS

Client: QCP Limited
 Owner: Mackenzie District Council
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 - Foul Sewer manhole
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 - Lamp pole
 - Proposed Ropes Course Area
 - Ropes Course (Adult)
 - Ropes Course (Kids)
 - Zip Line
 - Operative MDC Plan, Rec P zone
 - Areas of Visual Vulnerability (High)

do DAVIS OGILVIE
 Davis Ogilvie (Australi) & Partners Ltd
 Engineers - Surveyors - Planners
 14 The Terrace, Timaru 7800
 P.O. Box 809 Timaru, NZ
 Ph: 03 684 8100 / 0800 888 350
 Also - Nelson, Christchurch, Greymouth

Ropes Course - Lake Tekapo
 Lot 2 DP 562455 & Lot 5 DP 455053

QCP Limited
 Lakeside Drive, Lake Tekapo

Design	Drawn	QA Check	Appr	Issue
Scale @ A3	2%	DS	DS	TP01 A
1:500	11/05	30648		

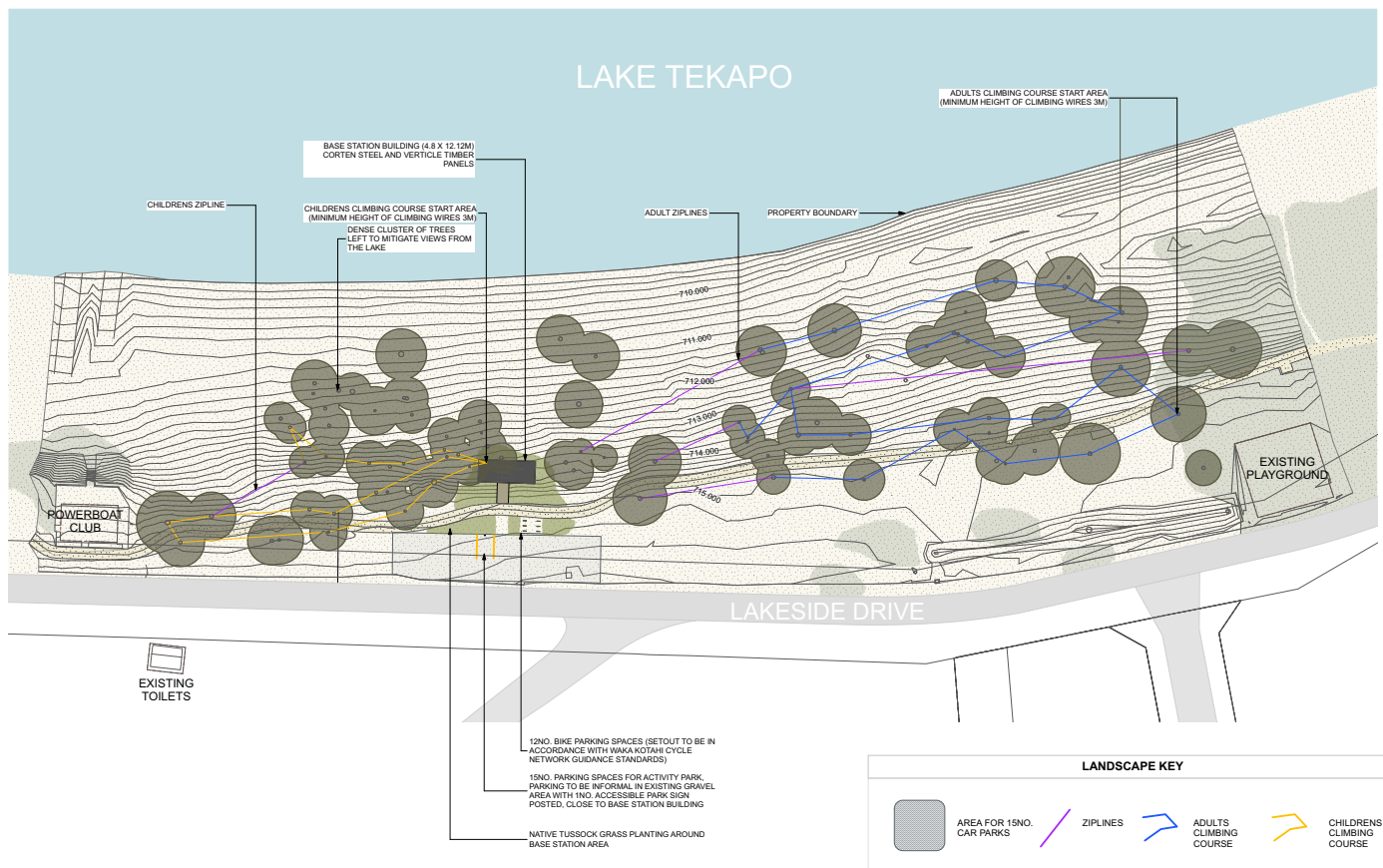
ATTACHMENT C - Topography Survey



ATTACHMENT D - Tree Climb Adelaide Example

PROPOSAL DESCRIPTION

15. The proposal is limited to the construction of a tree climb activity park along Lakeside Drive across from Lake Tekapo Holiday Park. The tree climb activity park will be a series of climbing wires, ropes, wire bridges and ziplines in the lower canopy of a scattering of established Pinus trees, 3 - 10m above the ground and will include a Base Station container building 2.6m (H) x 4.8 (W) x 12.12m (L) (refer ATTACHMENT E & F). The main design principal and vision for this project is to increase Tekapo's popularity as a visitor destination (As per Tekapo Management plan 10 year vision - 2009).
16. The Base Station container building will sit parallel to the lake front and be nestled amongst the existing established Pinus trees (refer ATTACHMENT E & F). The Base Station will be constructed from a shipping container (58.2m²) and will be 2.6m high, it is situated approximately 714msl, 3 - 13m above the msl of Lake Tekapo. The proposed exterior cladding will be a combination of corten steel and vertical timber panels with a natural finish to comply with the new Lake Tekapo Character Design Guidelines (2023).
17. The proposed site is located directly adjacent to the lake beach and is relatively flat the only disturbance to the land will be the areas required for structural footing, the disturbed land and area around the container will be planted with hard tussock.
18. The climbing course will be comprised of a system of wires and platforms 3 - 10m above ground level. The majority of wires and platforms will be nestled among / below the lower canopy of the Pinus trees. Some tree will require trimming around the lower branches to accommodate the platforms and wires. The outermost trees on the Lake side will not have any platforms or wires and won't be trimmed. The platforms will be constructed from macrocarpa that will be left to silver off to closely resemble Pinus species tree bark (refer ATTACHMENT D, F & G).
19. The proposal will utilise existing parking space along Lakeside Drive with the addition of one unpaved signposted accessible car park and twelve cycle parks (refer ATTACHMENT E).



ATTACHMENT E - Concept Masterplan



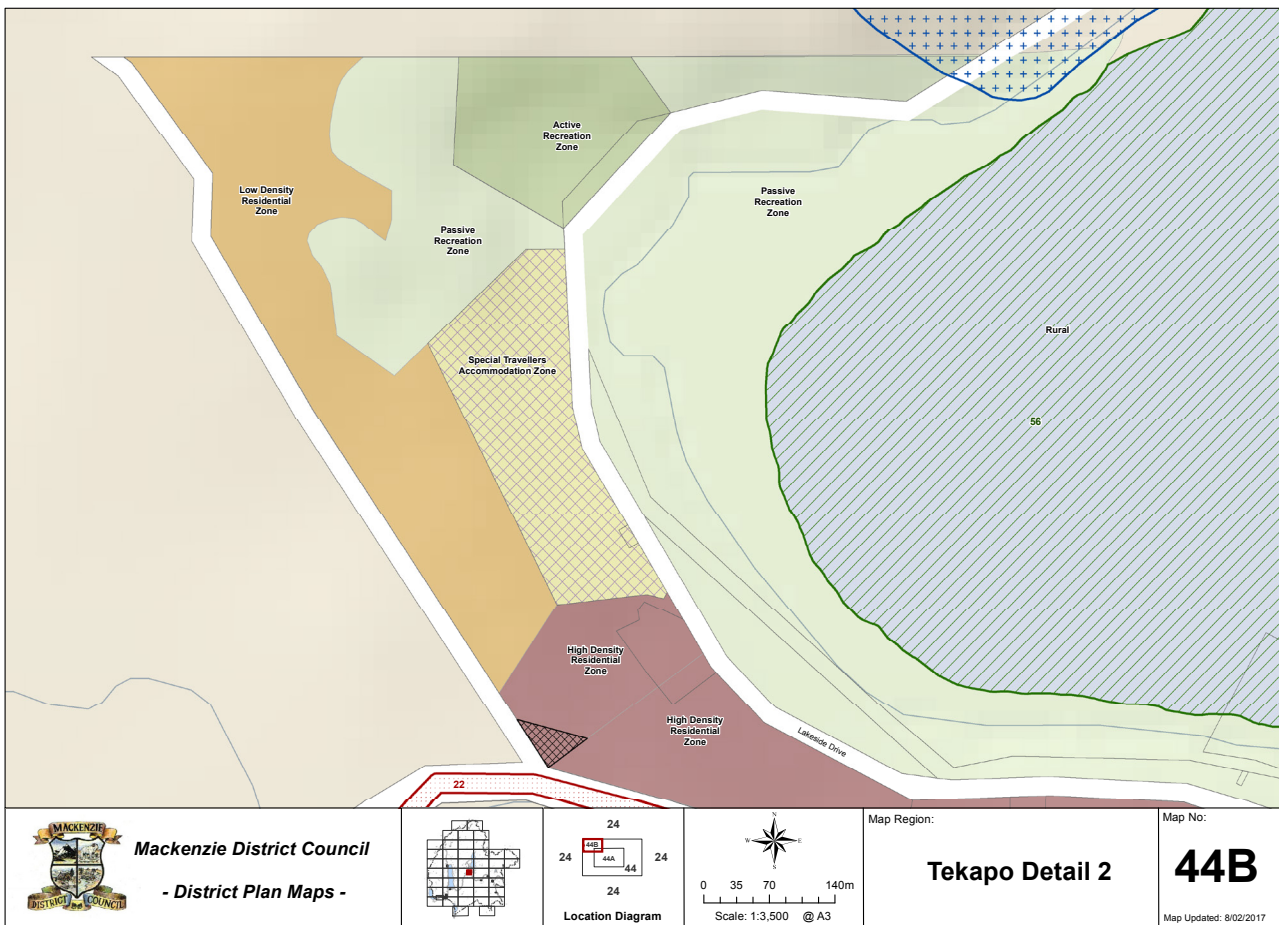
ATTACHMENT F - Base Station Visualization



ATTACHMENT G - Climbing Course Visualization view from Lot 9

LANDSCAPE CLASSIFICATION

20. The landscape classification of the site and wider environs is located in the Recreation P Zone, the Mackenzie Basin Sub-Zone, Outdoor Lighting Restriction Area and Area of High Visual Vulnerability under the Mackenzie District Plan. Lakeward of the shoreline, Lake Tekapo is located in the Rural Zone, the Mackenzie Basin Sub-Zone, Outdoor Lighting Restriction Area and Area of High Visual Vulnerability, Site of Natural Significance and Outstanding Natural Landscape (refer ATTACHMENT H).
21. Landscape is the cumulative expression of natural and cultural features, patterns and processes in a geographical area, including human perceptions and associations.



ATTACHMENT H - MacKenzie District Council Map 44B

ASSESSMENT OF LANDSCAPE AND VISUAL EFFECTS

22. This assessment examines the potential effects of the proposed tree climb activity park on the landscape and visual amenity of the area. The effects of the proposal are considered from both public and private places, most notably, Tekapo Lake, the Lake shore front, Station Bay Subdivision and Tekapo Holiday Park.

VISIBILITY OF DEVELOPMENT

Tekapo Lake and Lake front

23. The climbing course will be somewhat visible from both the lake and the lake front, the majority of the ropes course will be nestled into the lower canopy of Pinus trees (3 - 10m high) and only partially visible. The outermost trees when viewed from the lake will have no platforms or wires and won't be trimmed, mitigating views of the climbing course from the lake and shore front (refer ATTACHMENT I & J). A selection of trees closest to the lake will not be used for the climbing course and will further obscure views of the platforms and wires.
24. The Base Station will be partially visible when viewed from the lake and shore front directly north, east and south of the site. The land to the west of the base station is characterised by medium density's of human development. Given the medium density of human patterns and the treed backdrop it is considered that the possible adverse effects of the Base Station are minimised and not inconsistent with the wider landscape character.
25. It is considered the proposed location of the Base Station complements the surrounding landform by avoiding breaking views of skylines, or encroaching on openness of the lake front. The landform slopes up gently south of the site, the Base Station building and roof line will run parallel with the contours of the land.
26. Shade from trees, hard tussock planting, materiality, the relatively small size and siting of the proposed Base Station and climbing platforms will help the design to appear visually recessive within the landscape. Visual effects of the climbing activity park, Base Station and associated landscaping are considered low when viewed from Tekapo Lake and the lake front.



ATTACHMENT I - View from Lake Tekapo Lake front



ATTACHMENT J - View from Lake Tekapo Boat Ramp

Station Bay

27. From the majority of sections (Lots 17 - 48) in Station Bay Subdivision, the Base Station and climbing course will not be visible due to the topography of the land being approx 12m to 20m in elevation above the site, and future neighbouring properties and landscaping blocking the view of the Tree Climbing Course (refer ATTACHMENT A & K).
28. From Lots 1 - 5 and Lots 9 - 16 at an approx elevation of 3-10m above the site, sections of the Base Station, climbing wires ropes and platforms will be partially visible when viewed through scattered existing vegetation and Pinus trees (refer ATTACHMENT L & M).
29. The Base Station will be located on a relatively flat area of the site and will require minimal excavating for the foundations of the structure. A dense matt of hard tussocks will be planted around the Base Station, this will integrate the building into the surrounding landscape.
30. The Base Station will be within close proximity to nearby existing buildings specifically the public toilets and power boat club these buildings are of similar form and scale to the proposed Base Station building and are cohesive with the existing human patterns of development.
31. Shade from trees, hard tussock planting, materiality including timber platforms and timber on base station with natural finish left to silver, the relatively small size and siting of the proposed Base Station and climbing platforms will help the design to appear visually recessive within the landscape when viewed from Station Bay Subdivision.



ATTACHMENT K - View from Station Bay Subdivision Lot 48



ATTACHMENT L - View from Station Bay Subdivision Lot 12 (approx 12m+ proposed Base Station Elevation)



ATTACHMENT M - View from Station Bay Subdivision Lot 9

Tekapo Holiday Park

31. The Base Station and climbing course will be most visible when viewed from the Holiday Park which is at a similar elevation (approx 5 -10m above the site) to the proposal (refer ATTACHMENT N). A thick cluster of trees near the power boat club will have a 10m high climb where as the majority of climbs and platforms will be 3-6m high, the thick cluster of trees will act to screen the higher climbing wires and ropes.
32. From the Holiday Park views to the lake are partially obstructed by existing Pinus trees, the power boat club, the public toilet and vehicle parking along the lake front. It is considered that the addition of the base station and climbing course will only slightly effect views to the lake and will not be inconsistent with the wider landscape character of recreational activities.



ATTACHMENT N - View from Tekapo Camp Ground

NATURAL CHARACTER

33. Section 6(a) of the Resource Management Act (1991) states that the following matter of national importance shall be recognised and provided for: *“The preservation of the natural character of the coastal environment (including the coastal marine area), wetlands, and lakes and rivers and their margins and the protection of them from inappropriate subdivision, use and development.”*
34. The proposed Base Station is within 30 - 40m of Lake Tekapo, the lake beach already hosts a range of recreational activity buildings. It is recognized that the area is of high visual vulnerable with a limited capacity for change. To that end the proposed development is of small size with minimal landscaping and some mitigation planting. The addition of car parking will remain informal with 1 accessible car park sign posted and 12 occupancy bike stands to limited development.
35. The site is a clear example of a glacial landscape, both in terms of the site and the landscape context. Development has the potential to negatively impact on this distinctiveness through site earthworks. However the proposed Base Station will be located on a relatively small, flat area of the site and will require minimal excavating for the foundations of the structure. The proposed wires and platforms will require no excavating. It is considered that the proposal will have negligible effects to the glacial character of the landscape.
36. Vegetation on the site will be impacted in a positive way through the addition of native hard tussock planting around the Base Station. All pinus trees will be retained and maintained by arborist to ensure both safety of people using the tree climb activity park and to ensure the health of the trees.
37. The openness and access to the lake front will only be minorly affected by the addition of the Base Station. The Lake will no longer be accessible through the site for approximately 22m where the Base Station and hard tussock planting is proposed, this will be barely discernible in context of the wider Lake front.

FORM AND DENSITY OF DEVELOPMENT

38. There is limited opportunity available to screen the proposed Base Station within the existing landscape. However the relatively small size of the Base Station (58.2m²) and height of the ropes course (3 - 10m), location within a cluster of existing Pinus trees, surrounding tussock planting and retained access to the lake front through the site will act to visually absorb the development into the surrounding landscape, minimising adverse effects on the lake front. Materials choice for all built structures onsite will be sympathetic to surrounding residential buildings and use a simple mix of higher quality natural materials, such as timber left to silver, corten steel and steel painted in recessive tones. The design of the Base Station will adhere to the latest Lake Tekapo Character Design Guidelines. Refer to conditions of consent for material specifications.
39. The development will not introduce densities and characteristic of urban areas, the Base Station is within close proximity to buildings (Public Toilets and Power Boat Club) and is cohesive with the existing human patterns of development (refer ATTACHMENT J, L, M & N).
40. The proposed activity climb expects to accommodate up to 60 people at one time during its busiest periods. It is estimated that 100 - 150 boats are on Lake Tekapo at its busiest times of year with the majority of boaters accessing the lake using the two boat ramps directly adjacent to the site, a third less popular ramp is located by the Church of the Good Sheppard (refer <https://environment.govt.nz/publications/waitaki-catchment-recreation-and-tourism-activities-written-report-collation-synthesis-and-presentation-of-existing-studies/5-upper-catchment-mackenzie-above-omarama/5-1-on-water-recreation-activities/>). Other recreation users of the Lake (picnic goers, swimmers, runners, bikers and walkers) will also be present at these times. Given the scope of recreation users on and around the lake front directly adjacent to the site it is considered that the addition of people climbing at the tree climb activity park will have negligible effects of both visual and landscape amenities.

CUMULATIVE EFFECTS

41. The development is located within a Rec P Zone under the current Mackenzie District Council plan, at peak times of the year there could be four or five staff and a maximum of 60 users at any time. Given the proximity to Tekapo hot springs and the relatively low- medium volume of usage it is considered the development is in keeping with surrounding land use. Although the area is of high visual vulnerability the proposal is within close proximity to subdivision and residential development and is considered capable of absorbing change.
42. The new development will have no lighting during night, will not obstruct isolated views of Mt John to the north of the site and will not effect the sense of the sky patterns.

RECREATION AND OPEN SPACE

43. The proposed development is located within a Rec P Zone under the current Mackenzie District Council plan. It is specifically noted that building and structures are not to unduly interrupt views from the township to the north. The proposal will have no effect on views from Tekapo Township to the north.
44. Hours of operation for the tree climb activity park will be restricted to daylight hours this will reduce potential noise disturbance from zip lines.
45. All built structures in the zone are anticipated to be under 100m² and will adhere to the latest Lake Tekapo Character Design Guidelines.

CONSTRUCTION

46. The construction of the base station and tree climb activity park will have temporary, effects on the lake front and surrounding area. During construction the positioning, installation of the wire systems, platforms and base station will make the site unusable to visitors for a limited period of time and will somewhat effect lake access. Noise pollution from construction will be heard from the camp ground and lake front.
47. The construction will affect the views of the lake from the camp ground and selected Lots in Station Bay Subdivision. To reduce the negative effects during construction the development will be done in stages, retaining access through the site to the lake from at least one access point at all times.

DESIGN AND MITIGATION MEASURES

48. The relatively small size of the Base Station (58.2m²) and height / location of the ropes course (3 - 10m), location within a cluster of existing Pinus trees, material choice, surrounding tussock planting and siting of base station, ziplines and climbing platforms are all design choices made to reduce the visibility of the development when viewed from surrounding areas. They will act to mitigate the effects of the development on the natural character of the site.
49. The retention of access to the lake front through the site will act to visually absorb the development into the surrounding landscape, minimising adverse effects on the lake front usage.
50. The proposed location of the base station pays regard to surrounding buildings and structures, and has been carefully considered to complement surrounding landforms. Close attention has also been paid to the scale, form, materials, colour and existing vegetation of the proposed tree climb activity park. It is considered that the proposed activity is in general accordance to the Lake Tekapo Guidelines (Mackenzie District Plans, Landscape Guidelines in Appendix K).

CONDITIONS OF CONSENT

51. All structures and designs must comply with the Lake Tekapo Character Design Guide.
52. All structures onsite to be designed using a simple mix of the following materials, timber stained with a natural hue or dark charcoal, browns, greys, or left to silver naturally. Plaster painted. Corten steel or steel painted or powdercoated with a matt or powder finish. Paint colours that are recessive with a Light Reflectivity Value (LRV) of between 5 - 30% and in the range of greens, greys and black.
53. The design and materials onsite of all timber platforms and climbing apparatus are to be Macrocarpa timber and left to silver off naturally.
54. Any visible foundations on structures are to be plastered and painted black or to match the wall cladding or colour.
55. Landscape spaces are informal in character with predominant use of robust natural local materials and recessive neutral colour palettes to soften building edges and blend in with the natural surrounding environment as per Lake Tekapo Character Design Guidelines..
56. Signage on-site must comply with signage rules from Mackenzie District plan will adhere to the Lake Tekapo Character Design Guidelines. Signage is to be painted, wooden and metal signs. Simple backgrounds, borders and text are preferable to complex graphics. As well as being visually recessive with LRV in range of 5% to a maximum of 30% in matt the materials and colours of signage are suggested to be the same as the rest of site.
57. Native planting should be used to provide a buffer between the streetscape and the development but in a limited capacity. Tussock planting on the site should be *Festuca novae-zelandiae* at spacings of 700mm, adequate fertile soil should be used and the tussocks must be watered until they are established enough to handle drought (1-2 years).
58. No high vis clothing to be permitted when using the course.
59. Trees on-site are to be monitored and maintained by qualified arborist.
60. Existing vehicular access and parking areas onsite to be unchanged in exception to the addition of planting and signage, to maintain the visual amenity of the Recreation P Zone and adjacent sites. All such areas shall be landscaped and maintained to avoid adverse shading between 10am and 2pm on the shortest day of the year. Parking area to be maintained so as to avoid dust or noise nuisance.
61. The width of paths onsite to be no more than 1.5m and design to follow a simple route to minimise amount of paths onsite while avoiding harsh straight lines cutting through the site.
62. All lighting shall comply with any applicable local authority requirements and safety standards. No lighting to be installed into the tree canopy, or spot up lighting onto trees. All building lighting to be turned off at close of business. All fixed exterior lighting shall be directed away from adjacent sites, roads and public spaces in order to minimise the amount of light spill and avoid glare. All reflective metal cladding, roofing, fencing and building materials shall be painted or otherwise made non-reflective.
63. The site to incorporate at least one set of rubbish facilities including a recycle and general waste bin.
64. All buildings and structures from all road boundaries shall be setback 6m. The minimum setback of all buildings and structures associated from all internal boundaries shall be 6m. The minimum setback of all buildings and structures from the legal boundary along the shore of Lake Tekapo shall be 30m.

CONCLUSION

65. The addition of the Base Station will minorly effect access to the lakefront. Specifically, approximately 22 meters of land within a dense tree cluster, adjacent to the lake where the Base Station and its associated landscaping will be located, will experience some impact. The ziplines and platforms will not effect the lake's openness or accessibility. The Base Station and its landscaping, given their modest size, will act to mitigate any adverse effects on openness. By minimizing earthworks, landscaping, and keeping structures small, the landscape's glacial character will be preserved.
66. Lots 17 - 48 in the Station Bay Subdivision, the lakefront, and Tekapo Township will not experience any negative visual effects. Only Lots 1 - 5 and Lots 9 - 16 in the Station Bay Subdivision and the Lake Tekapo Holiday Park will experience low adverse visual effects from the addition of the base station, climbing platforms, and zip lines. However, given the proposed tree climb activity park's relatively small size, the recessive color, sympathetic nature of materials, location, set abck from boundaries and the existing human development densities nearby, potential adverse visual effects are expected to be mitigated. Thus, the existing visual amenity of the lakefront will remain intact.
67. Considering the proposed mitigation measures and the development's small scale within an area that already displays a high level of recreational activities, it's considered that the surrounding landscape has the scope to absorb the change. The tree climb activity park is anticipated to be an appropriate development within the Recreation P Zone and will be a positive addition to the Lake Tekapo Township, with minimal visual and landscape effects.

TREE CLIMB ACTIVITY PARK

Landscape Assessment Attachments

August 2023

- **ATTACHMENT A** - Context Plan
- **ATTACHMENT B** - Site Photos
- **ATTACHMENT C** - Topography Survey
- **ATTACHMENT D** - Tree Climb Adelaide Example
- **ATTACHMENT E** - Concept Masterplan
- **ATTACHMENT F** - Base Station Visualization
- **ATTACHMENT G** - Base Station Visualization
- **ATTACHMENT H** - MacKenzie District Council Map 44B
- **ATTACHMENT I & J** - View from Lake Tekapo Lake front & Boat Ramp
- **ATTACHMENT K, L & M** - View from Station Bay Subdivision Lots 48, 12 & 9
- **ATTACHMENT N** - View from Tekapo Camp Ground

DWG
LANDSCAPE ARCHITECTURE &
OUTDOOR KITCHENS



ATTACHMENT A - CONTEXT PLAN

LANDSCAPE KEY	
	EXISTING PUBLIC AMENITIES
	BOAT ACCESS TO LAKE

REVISIONS		
DATE	REV	DESCRIPTION

PROJECT TITLE	Lake Tekapo Tree Climb Lake Tekapo
---------------	---------------------------------------

DRAWING TITLE	SITE LOCATION PLAN
---------------	--------------------

SCALE	1:650 @ A1 & 1:1300 @ A3
STAGE	Concept
DATE	03.08.2023
JOB NO.	2308
DWG NO.	SIT_001

DESIGNED	CS / JW
DRAWN	CS
REV	



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View South East towards Tekapo township - Established Pinus trees and concrete path



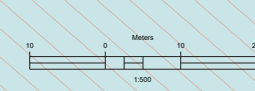
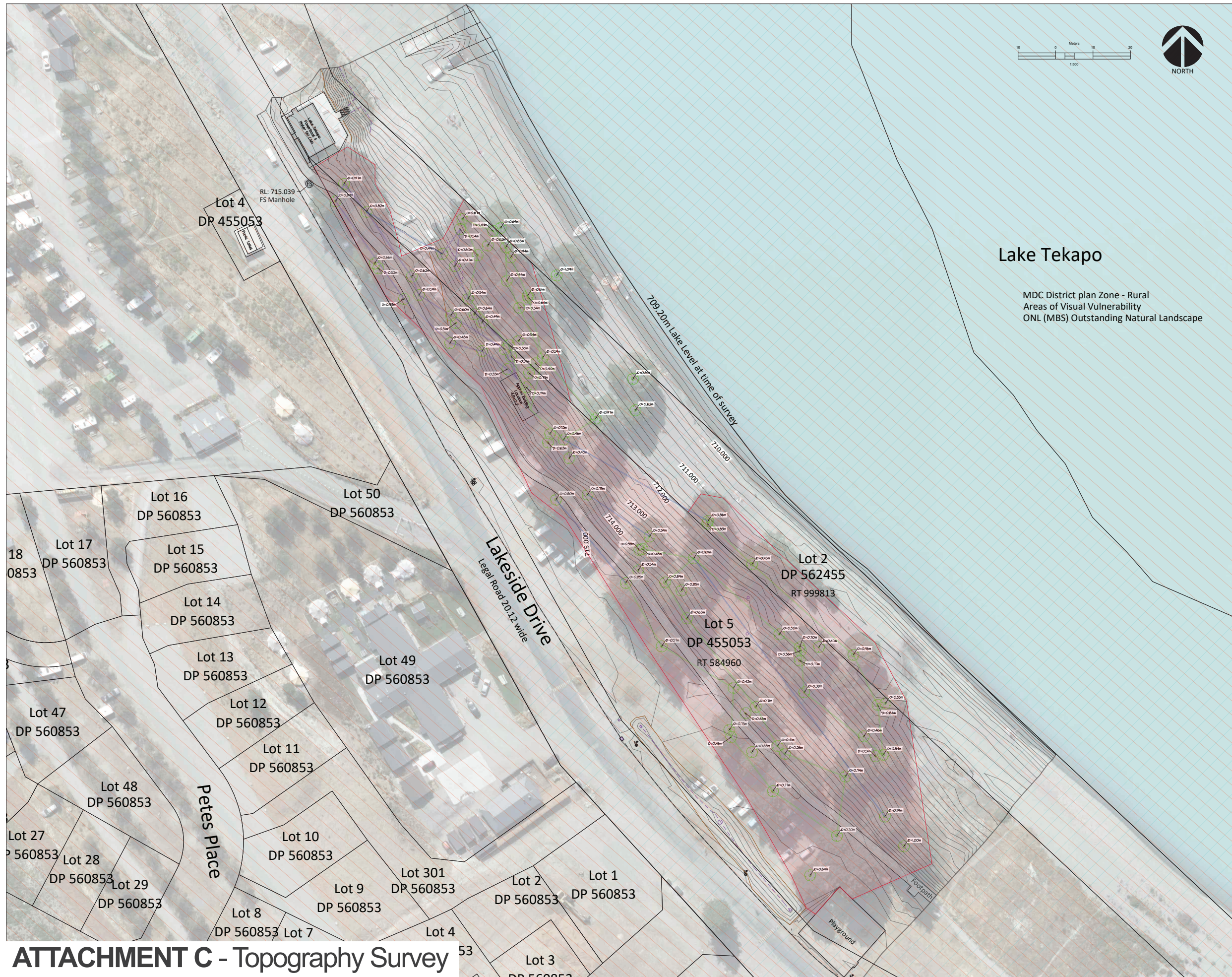
View South East towards Tekapo township



View from campground East towards Lake Tekapo



View North West towards towards Power Boat Club



Issue	Date	Reason	Approved
A	07/23	For discussion	DJS

Client: QCP Limited
 Owner: Mackenzie District Council
 Address: Lakeside Drive, Lake Tekapo
 Appellation: Lots 2 & 5 DP 455053
 RT Reference: RT 999813 & RT 584960
 Total Area: 4.569 ha

Survey Datum:
 Horizontal: NZGD2000, Timaru Circuit
 Vertical: New Zealand Vertical Datum 2016

Origin Point: MN B DP 352127
 Easting: 353000.719 mE
 Northing: 843784.571 mN
 RL: 745.86 mH

- Notes:
- All dimensions in metres unless shown otherwise;
 - Survey Completed by Malvin Howey and Zoltan I Levy on the 24/04/2034
 - Equipment used: Leica GNSS RTK GS14 receivers SN #2810935, #2810968 and Leica TS15 Robotic Total Station SN # 162559
 - Heights transferred using GNSS
 - Existing boundaries adopted from GRIP Online database
 - Boundary dimensions and areas are subject to title survey
 - Aerial Photography: <https://basemaps.linz.govt.nz/> DXF created by Grip on 10/05/2023. (<https://grip.co.nz/>)
 - For dimensions, areas, easement, covenants and consent notice information, refer to Lots 2 & 5 DP 455053, RT 584960 and RT 999813
 - Major contours shown at 1.0m intervals
 - Minor contours shown at 0.2m intervals
 - Existing services shown are based off MDC's GIS recorders and should be treated as indicative only
 - Visible service at ground level were picked up as part of this survey, a full assessment of underground services was not undertaken
 - Existing services are located within the proposed works area, including services not necessarily shown on this plan. It is the Contractors responsibility to locate and protect all existing services including liaison with the relevant Service Authority, Council or Land Owner

- Key:
- Fence
 - Building Line
 - Bottom of bank
 - Tree with diameter
 - Sump
 - Foul Sewer manhole
 - Stormwater manhole
 - Lamp pole
 - Proposed Ropes Course Area
 - Ropes Course (Adult)
 - Ropes Course (Kids)
 - Zip Line
 - MD Plan zone; Rec P
 - Areas of Visual Vulnerability (High)

ATTACHMENT C - Topography Survey

CAD ref: C:\12ds\data\DO-TIMARU\30648 TM - Lakeside Drive, Tekapo_1097\06 CADD\DWG\DOA_30648_Application_Plan_AP01_A.dwg

Davis Ogilvie (Aoraki) & Partners Ltd
 Engineers - Surveyors - Planners
 14 The Terrace, Timaru 7940
 P.O. Box 359 Timaru, NZ
 Ph. 03 688 8350 / 0800 888 350
 Also - Nelson, Christchurch, Greymouth

Ropes Course - Lake Tekapo Topographic survey

QCP Limited
 Lakeside Drive, Lake Tekapo

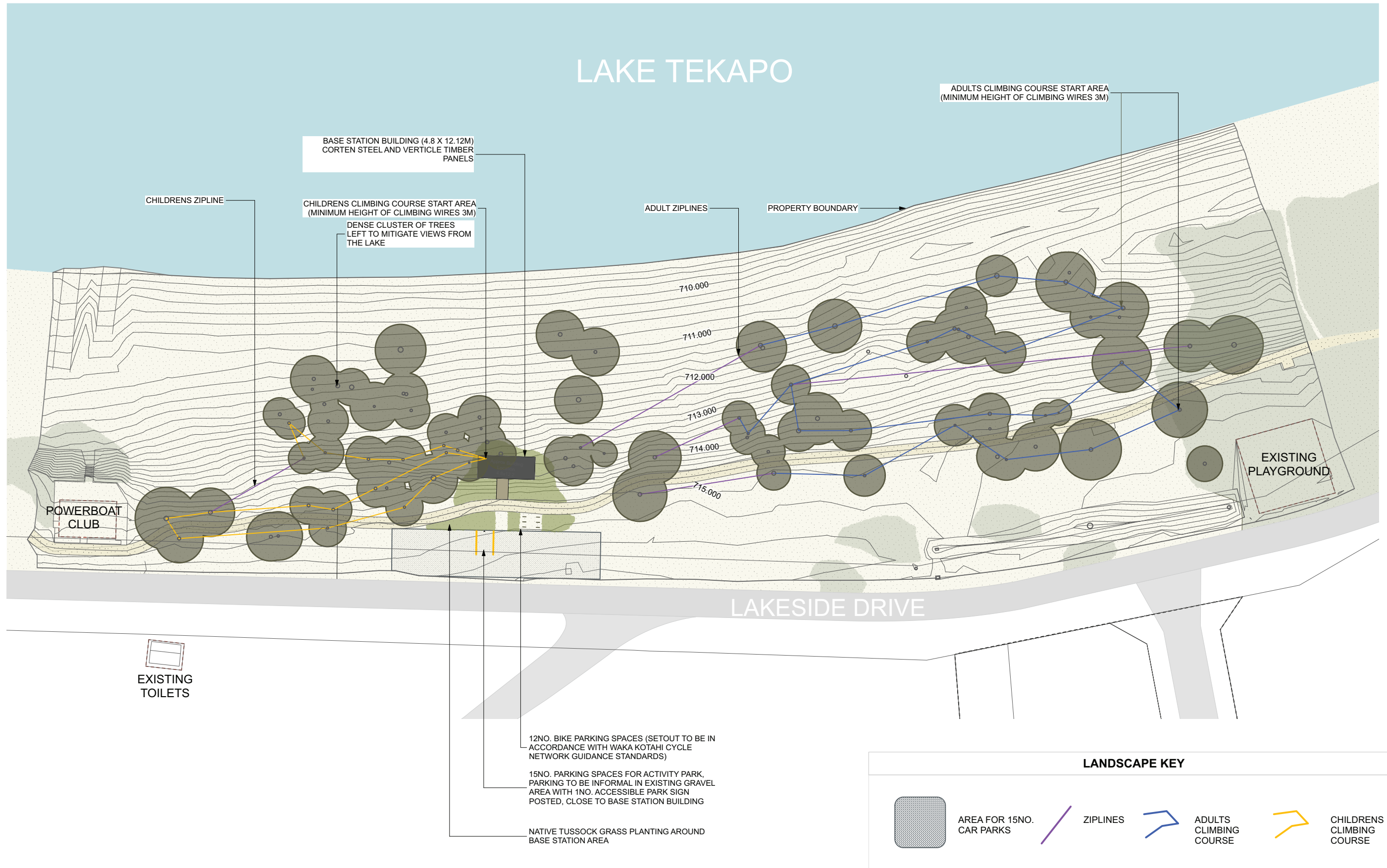
Design	Drawn	QA check	dwg	Issue
Scale @ A1	ZIL	DS	TP01	A
1:500	Date	File	30648	
	11/05			



ATTACHMENT D - TreeClimb Adelaide Example



LAKE TEKAPO



ATTACHMENT E - Concept Masterplan

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 p 2/14 Gerald Street, Lincoln

REVISIONS		
DATE	REV	DESCRIPTION

PROJECT TITLE	Lake Tekapo Tree Climb Lake Tekapo
---------------	---------------------------------------

DRAWING TITLE	SITE CONCEPT PLAN
---------------	-------------------

SCALE	1:400 @ A1 & 1:800 @ A3
STAGE	Concept
JOB NO.	2308
DATE	08.08.2023
DWG NO.	SIT_002

DESIGNED	CS / JW
DRAWN	CS
REV	

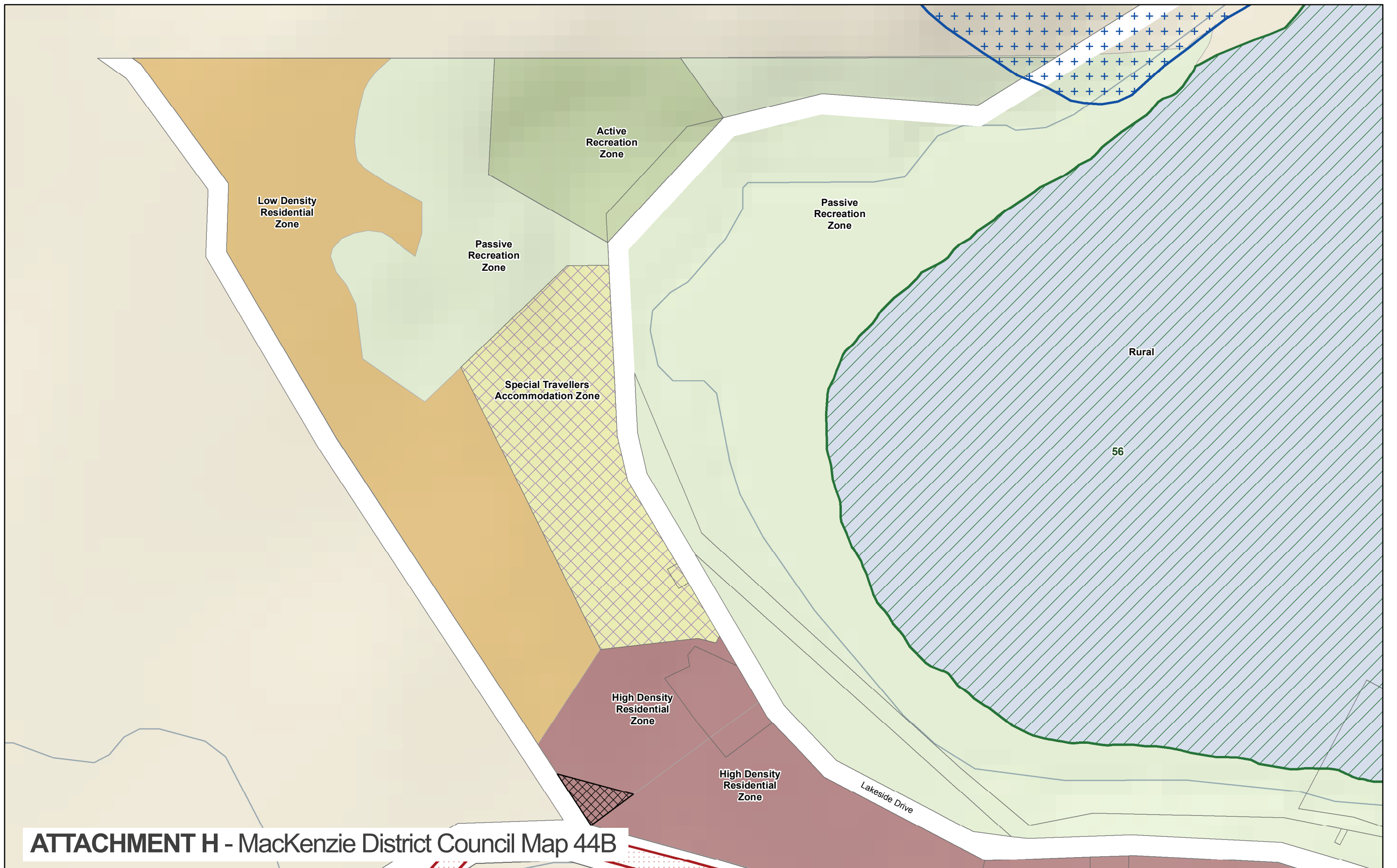




ATTACHMENT F - Base Station Visualization



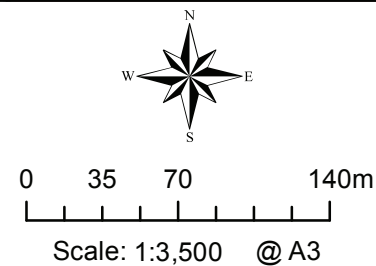
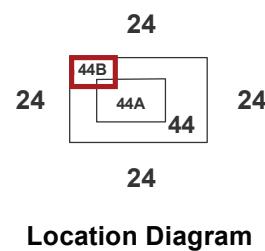
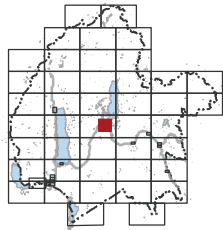
ATTACHMENT G - Climbing Course Visualization view from Lot 9



ATTACHMENT H - Mackenzie District Council Map 44B



Mackenzie District Council
- District Plan Maps -



Map Region:

Tekapo Detail 2

Map No:

44B

Map Updated: 8/02/2017



ATTACHMENT I - View from Lake Tekapo Shorefront



ATTACHMENT J - View from Lake Tekapo Boat Ramp



ATTACHMENT K - View from Station Bay Subdivision Lot 48



ATTACHMENT M - View from Station Bay Subdivision Lot 9



ATTACHMENT L - View from Station Bay Subdivision Lot 12



ATTACHMENT N - View from Tekapo Camp Ground

APPENDIX 3 – COMPLIANCE TABLE

COMPLIANCE TABLE – LAKESIDE DRIVE, LAKE TEKAPO TOWNSHIP – TM30648

1. Mackenzie District Plan

TABLE 1 - RECREATION P (PASSIVE) ZONE		
Rule	Commentary	Compliance
<p>Rule 4.5 Controlled Activities</p> <p><i>Rule 4.5.1 The following shall be Controlled Activities within the Recreation P Zone:</i></p> <p><i>a Picnic facilities consisting of seating and tables, permanent barbecues and rubbish facilities.</i></p> <p><i>b Pedestrian Pathways</i></p> <p><i>c Buildings and Structures associated with passive recreation with footprints of no more than 100m² in area.</i></p>	<p>(a) N/A – these structures are not proposed.</p> <p>(b) N/A – pedestrian pathways are not proposed.</p> <p>(c) The buildings and structures will have a footprint of less than 100m², however they will provide for active recreation, rather than passive application. Does not comply.</p>	<p>N/A - The proposed activity is not a listed controlled activity.</p>
<p>CONTROLLED ACTIVITY STANDARDS</p> <p><i>*while the proposed activity will be a non-complying activity under Rule 4.7.3 and 4.7.4 below, the controlled activity standards below provide context about the location, nature and scale of activities within the Recreation P Zone.</i></p>		
<p>Rule 4.5.2.a Road Boundary Setbacks</p> <p><i>The minimum setback of all buildings and structures from all road boundaries shall be 6m.</i></p>	<p>The Base Station Building and ropes course will be greater than 6m from the road boundary (Lakeside Drive).</p>	<p>N/A</p>
<p>Rule 4.5.2.b Internal Boundary Setbacks</p> <p><i>The minimum setback of all buildings and structures associated from all internal boundaries shall be 6m.</i></p>	<p>The Base Station Building and ropes course will be greater than 6m from internal boundaries.</p>	<p>N/A</p>
<p>Rule 4.5.2.c Setback from the Legal Boundary of Lake Tekapo</p> <p><i>The minimum setback of all buildings and structures from the legal boundary along the shore of Lake Tekapo shall be 30m.</i></p>	<p>The Base Station Building and ropes course will be greater than 30m from shore of Lake Tekapo.</p>	<p>N/A</p>

TABLE 1 - RECREATION P (PASSIVE) ZONE		
Rule	Commentary	Compliance
<p>Rule 4.5.2.d Height of Buildings and Structures</p> <p><i>i The maximum height of any building or structure shall not exceed 5.0m above existing ground level.</i></p> <p><i>ii Buildings and structures shall not project beyond a building envelope constructed by a recession line from points above internal and road boundaries as set out in Appendix H.</i></p> <p><i>iii In Lake Tekapo, the mid point of each section of wall or roof of buildings and the midpoint of building extensions shall not project above recession lines as shown in Appendix H.</i></p>	<p>(i) The Base Station Building and ropes course will be no greater than 5m above existing ground level.</p> <p>(ii) The Base Station Building and ropes course will not project beyond relevant building envelopes.</p> <p>(iii) The Base Station Building and ropes course will not project beyond relevant building envelopes.</p>	N/A
<p>Rule 4.5.2.e Building and Hard Surface Coverage</p> <p><i>The maximum building and hard surface coverage of the net area of any site shall be 5% or 100m², whichever is the lesser.</i></p>	<p>The Base Station Building and ropes course will not project beyond relevant building envelopes.</p>	N/A
<p>Rule 4.5.2.f Lighting and Glare</p> <p><i>(i) All fixed exterior lighting shall be directed away from adjacent sites, roads and public spaces in order to minimise the amount of light spill and avoid glare.</i></p> <p><i>(ii) All reflective metal cladding, roofing, fencing and building materials shall be painted or otherwise made non-reflective.</i></p>	<p>(i) No exterior lighting is proposed.</p> <p>(ii) All cladding will be non-reflective.</p>	N/A
<p>Rule 4.5.2.g Noise</p> <p><i>Activities shall be carried out within the Recreation P Zone so that the following noise limits are not exceeded:</i></p> <ul style="list-style-type: none"> • Daytime 50dBA L10 • Nighttime 40dBA L10 70 dBA Lmax 	<p>Refer to Acoustic Assessment in Appendix 6. Day time levels will comply. The proposed activity will not be undertaken at night time.</p>	N/A
<p>Rule 4.5.2.h Vehicular Access and Parking</p> <p><i>i The upgrade or extension of all existing vehicular access and parking areas shall be located and designed to maintain the visual amenity of the Recreation P Zone and adjacent sites. All such areas shall be</i></p>	<p>(i) No upgrade or extension to vehicle access or parking areas is proposed.</p> <p>(ii) No vehicle access or parking areas are proposed.</p>	N/A

TABLE 1 - RECREATION P (PASSIVE) ZONE

Rule	Commentary	Compliance
<p><i>landscaped and maintained to avoid adverse shading between 10am and 2pm on the shortest day of the year, and minimise the visual impact of the works from external private and public spaces and roads.</i></p> <p><i>ii The surface of all vehicular access and parking areas within the Recreation P Zone of Lake Tekapo township shall be formed, sealed or otherwise maintained so as to avoid dust or noise nuisance.</i></p> <p><i>iii All vehicular access and parking areas shall be formed and surfaced to ensure that no deleterious material is carried onto a sealed carriageway.</i></p>	<p>(iii) No vehicle access or parking areas are proposed.</p>	
<p>Rule 4.6 Discretionary Activities</p> <p><i>Rule 4.6.1 Buildings and structures associated with passive recreation within the lakefront Recreation P Zone of Lake Tekapo with a building footprint greater than 100m².</i></p> <p><i>Rule 4.6.2 Commercial recreation activities operating from or within the Lake Tekapo lakefront Recreation P zone.</i></p> <p><i>Rule 4.6.3 The establishment of vehicle access and car parks.</i></p> <p><i>Rule 4.6.4 Any Controlled Activity that does not comply with one or more of the standards in 4.5.2 shall be a Discretionary Activity.</i></p>	<p>4.6.1 – N/A - The buildings and structures will have a footprint of less than 100m², however they will provide for active recreation, rather than passive application.</p> <p>4.6.2 – The proposed activity will be a commercial recreation activity.</p> <p>4.6.3 – N/A - No vehicle access or parking areas are proposed.</p> <p>4.6.4 – N/A – the activity is not a controlled activity.</p>	<p>The proposed activity will be a commercial recreation activity and resource consent is required for a discretionary activity under Rule 4.6.2.</p>
<p>Rule 4.7 Non-Complying Activities</p> <p><i>Rule 4.7.1 Any activity not provided for as a Permitted, Controlled or Discretionary Activity.</i></p> <p><i>Rule 4.7.2 Public or private sports, cultural or community facilities, structures and buildings.</i></p> <p><i>Rule 4.7.3 Retail sales or commercial activity.</i></p> <p><i>Rule 4.7.4 All buildings and structures for activities not associated with passive recreation.</i></p>	<p>4.7.1 – N/A</p> <p>4.7.2 – N/A</p> <p>4.7.3 – N/A</p> <p>4.7.4 - The Base Station Building and ropes course are for commercial recreation, and not passive recreation.</p>	<p>The proposed building and structures will be for a commercial recreation activity and resource consent is required for a non-complying activity under Rule 4.7.4.</p>

TABLE 2 - SIGNAGE		
Rule	Commentary	Compliance
GENERAL REQUIREMENTS FOR ALL SIGNS		
<i>Rule 1.a All signs shall comply with the height and setback requirements for the zone in which they are located.</i>	The proposed sign will be attached to the Base Station Building and will comply with the Recreation P Controlled Activity Standards.	Will comply.
<i>Rule 1.b No sign shall be attached to a tree.</i>	The proposed sign will be attached to the Base Station Building.	Will comply.
<i>Rule 1.c No sign shall be erected or allowed to remain on or near a road which will: i obstruct the line of sight of any corner, bend, intersection or vehicle crossing. ii obstruct, obscure or impair the view of any traffic sign or signal. iii resemble or be likely to be confused with any traffic sign or signal. iv use reflective materials. v revolve or otherwise move so as to cause a danger to pedestrians. vi give rise to excessive levels of glare to a hazardous degree. vii obstruct the flow of traffic on footpaths or roadways.</i>	The proposed sign will not be any of the matters i – vii.	Will comply.
<i>Rule 1.d All signs shall be constructed, fixed and placed in a manner so they do not pose a danger to property or people. This shall be the responsibility of the sign owner and the owner of the building or land on which the sign is placed.</i>	The proposed sign will not pose danger to people or property.	Will comply.
<i>Rule 1.e Advertising blimps or captive balloons shall not be flown.</i>	N/A	N/A

TABLE 2 - SIGNAGE		
Rule	Commentary	Compliance
<i>Rule 1.f All signs shall be maintained in good order and shall not become unsightly or dangerous.</i>	Will comply.	Will comply.
<i>Rule 1.g Any sign and/or support structures which has become redundant shall be removed.</i>	Will comply.	Will comply.
SIGNS IN RECREATION AND OPEN SPACE ZONES		
<i>Rule 8.a A single sign at each entrance denoting the name of a reserve or recreation area, with an area not exceeding 1.0m².</i>	N/A	N/A
<p><i>Rule 8.b Signage identifying community amenity or recreational facilities, other recreational facilities, community services, heritage features, any other publicly accessible natural or physical resources or any other activity permitted by the rules in this Plan, provided the following standards are met:</i></p> <p><i>i A maximum sign area not exceeding 3m²</i></p> <p><i>ii Free standing signs shall have a maximum height above ground level of 3 metres</i></p> <p><i>iii Signs attached to buildings shall not exceed the highest point of the roof or be placed outside the profile of the roof.</i></p>	<p>The sign will identify an “other recreational facility”.</p> <p>(i) The sign will be a maximum of 2.5m³</p> <p>(ii) N/A – the proposed sign will be attached to the Base Station Building.</p> <p>(iii) The proposed sign will not exceed the profile of the roof.</p> <p>(iv) The proposed sign will be located as practicable to the entrance to the premises.</p>	<p>Will comply.</p> <p>Will comply.</p> <p>Will comply.</p> <p>Will comply.</p>

TABLE 2 - SIGNAGE

Rule	Commentary	Compliance
<p><i>iv All signs shall be located as close as practicable to the entrance to the premises to which they relate.</i></p> <p><i>v All signs shall have the following minimum lettering heights:</i></p> <ul style="list-style-type: none"> • 150 mm for the main message • 100mm for the property name • 75mm for the secondary message 	<p>(v) The lettering height will be 100mm.</p>	<p>Will comply.</p>
<p><i>Rule 8.c All signs shall comply with Rule 1 General Requirements for all Signs.</i></p>	<p>As above, will comply.</p>	<p>Will comply.</p>
<p><i>Rule 8.d There shall be no off site signs other than those provided for in Rule 3 (temporary signs) and Rule 2.e (off site signs).</i></p>	<p>No off-site signage is proposed.</p>	<p>Will comply.</p>
<p>Trees Required within Landscaped Areas</p> <p>(6) All required landscaping shall be completed before any use commences or building is occupied unless a bond agreement has been completed with the Council for the value of such landscaping. In such cases any required planting shall be carried out within 6 months.</p> <p>(7) Where the boundary with the road frontage is 10 metres or more in width along the road boundary the area of required landscaping shall be planted with at least one tree, with an additional tree planted for every additional 10 metres of road frontage (see Tree Guidelines for recommended species). Trees shall be evergreen; capable of reaching a</p>	<p>Landscaping will be completed in the closest planting season to site commencement.</p> <p>The road frontage is 366.9m long, thus requiring at least 37 trees be planted.</p>	<p>Will comply.</p> <p>Will comply.</p>

TABLE 2 - SIGNAGE		
Rule	Commentary	Compliance
<p>height of at least 8 metres and a diameter of 5 metres; and shall have a minimum height of 2 metres at the time of planting.</p> <p>(8) In addition to the above rules one tree shall be planted for every 10 car parking spaces required on the site. Where there are less than 10 car parking spaces no additional trees will be required.</p> <p>9) Where three or more trees are required on road frontages those trees shall be planted not more than 10 metres apart.</p>	<p>99 car parks are provided, this requiring 9 trees. These trees will be planted in and around the parking area.</p> <p>Landscaping strip will be designed to comply.</p>	<p>Will comply.</p> <p>Will comply</p>

TABLE 3 - TRANSPORTATION		
Rule	Commentary	Compliance
Refer to the Transport Assessment in Appendix 4.		

APPENDIX 4 – RECORDS OF TITLE AND INTERESTS



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




R. W. Muir
Registrar-General
of Land

Identifier **584960**
Land Registration District **Canterbury**
Date Issued 30 January 2013

Prior References
CB31B/1010

Estate Fee Simple
Area 1.4770 hectares more or less
Legal Description Lot 5 Deposited Plan 455053
Registered Owners
Mackenzie District Council

Interests

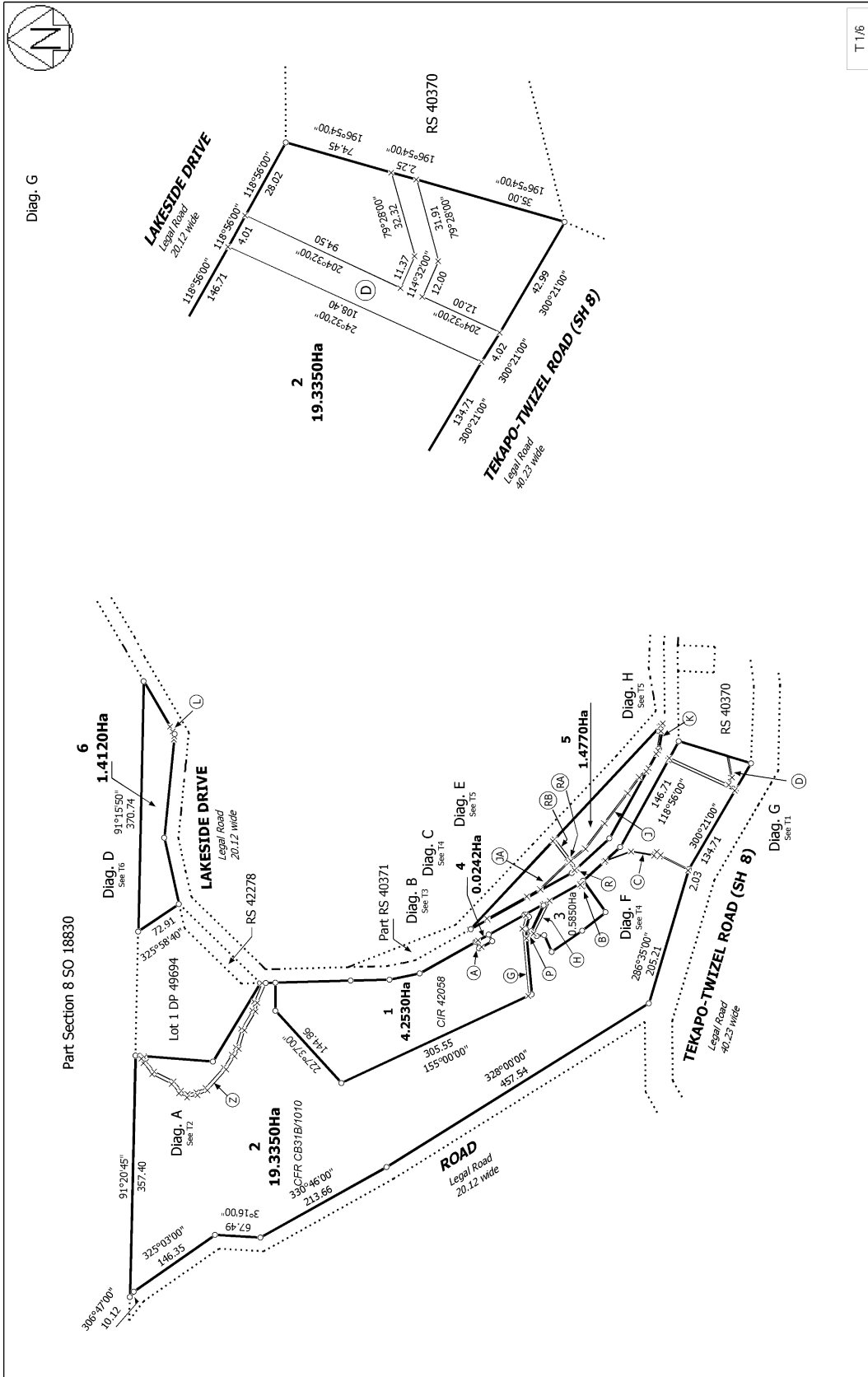
Subject to a right to drain water over parts marked R, RA & RB on DP 455053 created by Easement Instrument 9226934.5 - 30.1.2013 at 3:13 pm

The easements created by Easement Instrument 9226934.5 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 9226934.10 - 30.1.2013 at 3:13 pm

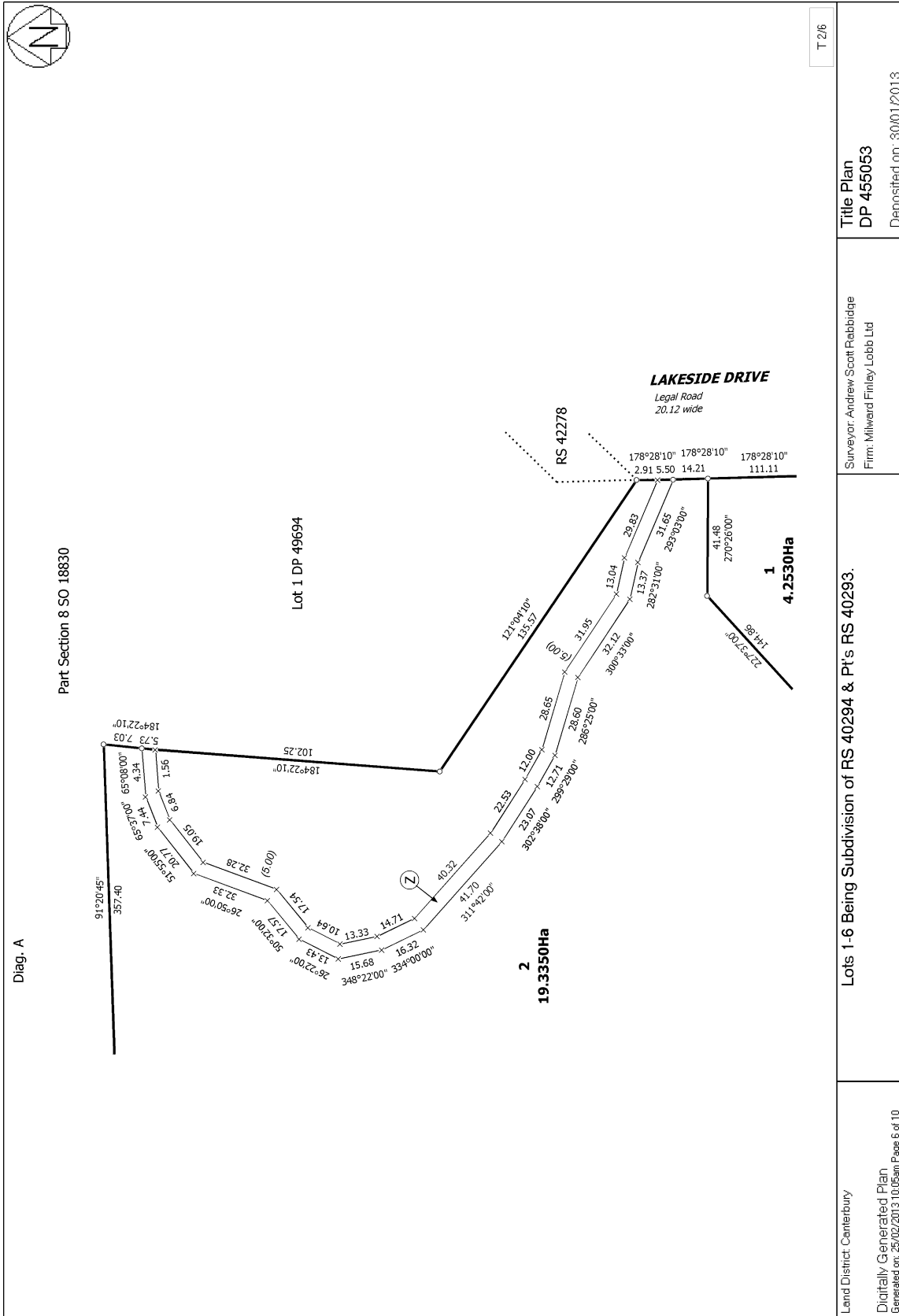
Subject to a right to drain water (in gross) over part marked H on DP 508607 in favour of the Mackenzie District Council created by Easement Instrument 10981183.9 - 7.12.2017 at 2:35 pm

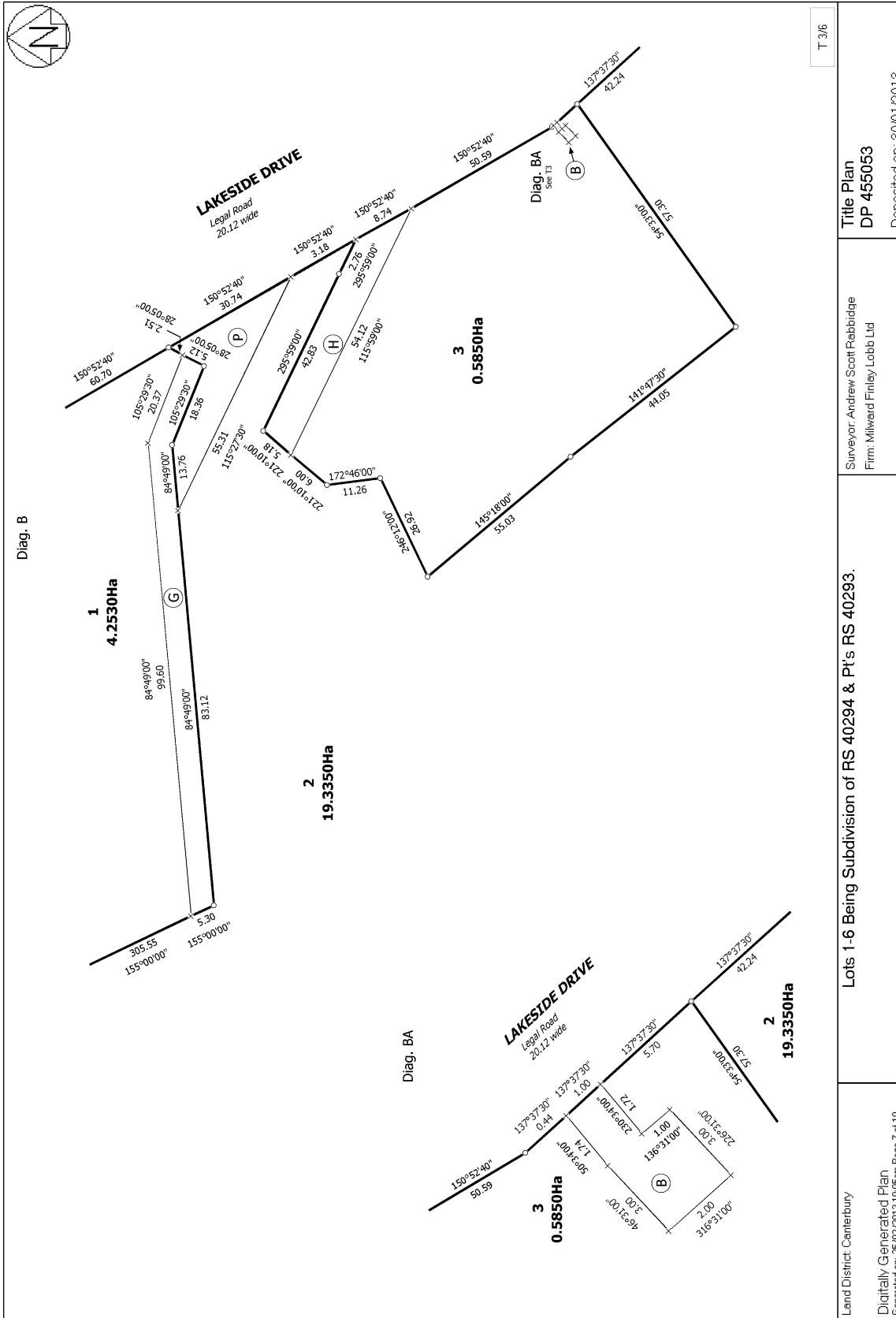
Subject to a right to drain water (in gross) over part marked A on DP 560853 in favour of the Mackenzie District Council created by Easement Instrument 12296728.11 - 21.12.2021 at 2:41 pm

The easements created by Easement Instrument 12296728.11 are subject to Section 243 (a) Resource Management Act 1991



Land District: Canterbury	Title Plan DP 455053	Lots 1-6 Being Subdivision of RS 40294 & Pt's RS 40293.	T 1/6
Digitally Generated Plan Generated on: 25/02/2013 10:05am Page 5 of 10	Surveyor: Andrew Scott Rabbidge Firm: Millward Finlay Lobbs Ltd		Deposited on: 30/01/2013





T 3/6

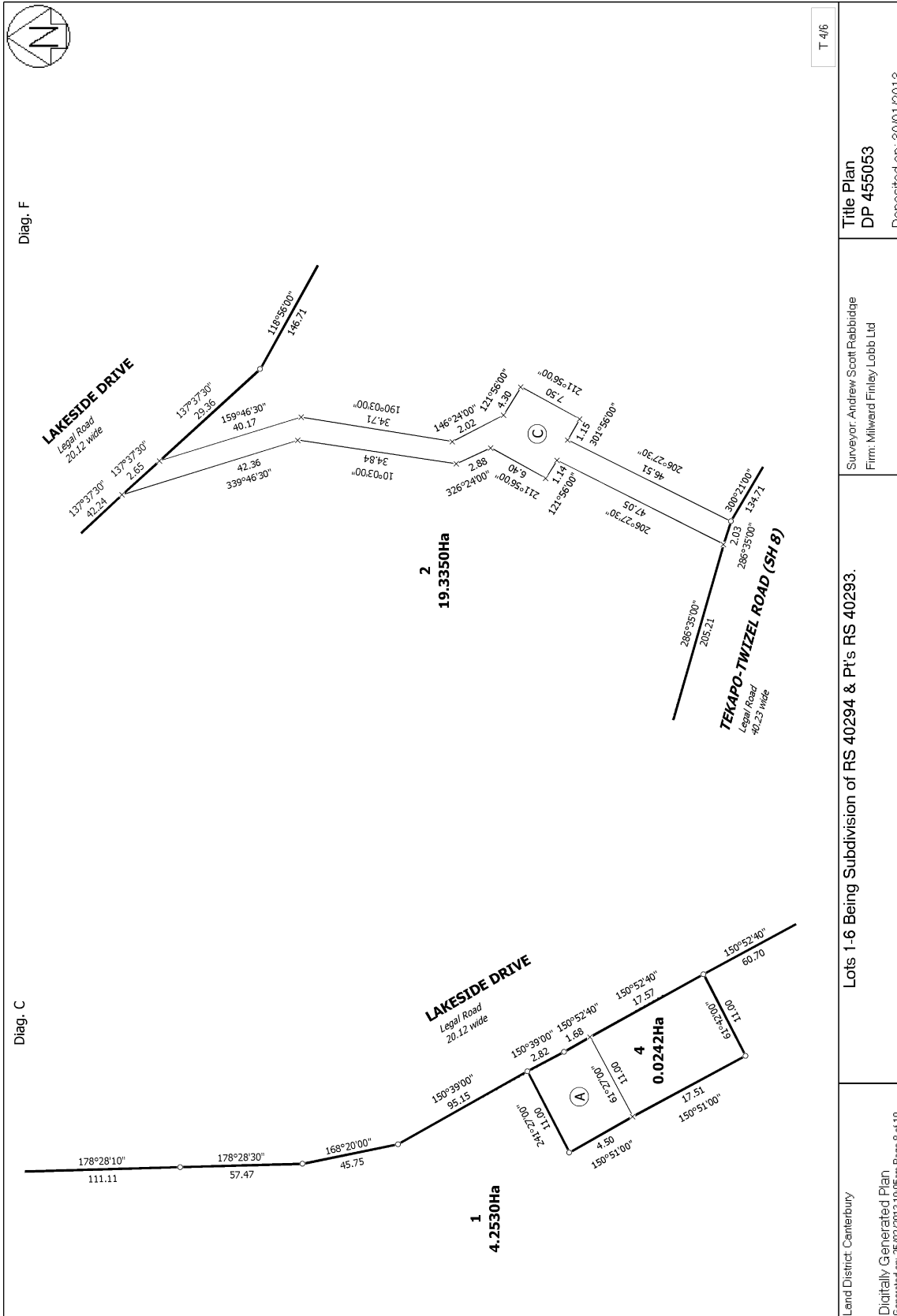
Title Plan
DP 455053

Surveyor: Andrew Scott Rabbidge
Firm: Millward Finlay Lobb Ltd

Lots 1-6 Being Subdivision of RS 40294 & Pt's RS 40293.

Land District: Canterbury
Digitally Generated Plan
Generated on: 25/02/2013 10:05am Page 7 of 10

Deposited on: 30/01/2013



T 4/6

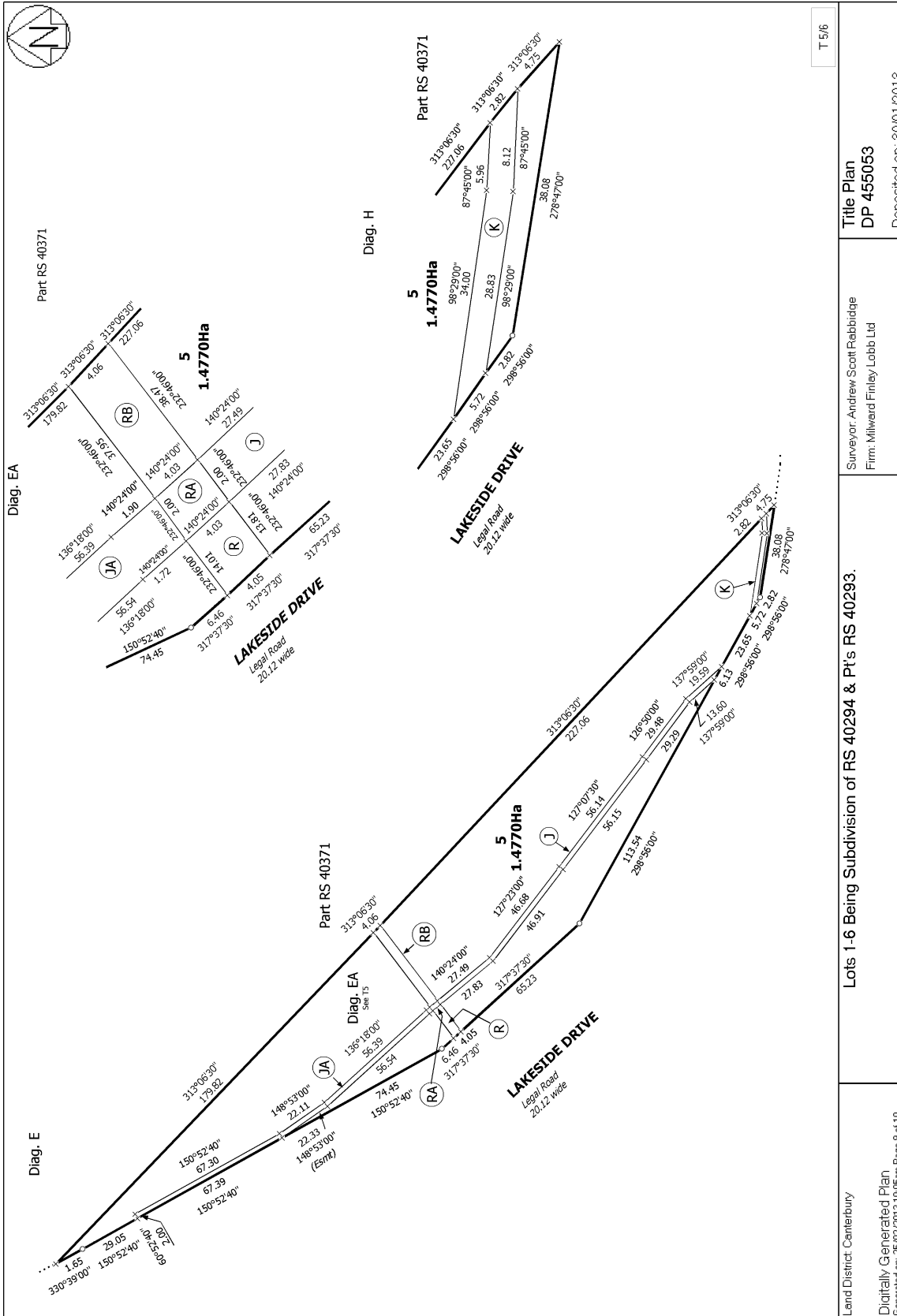
Title Plan
DP 455053

Surveyor: Andrew Scott Pabridge
Firm: Millward Finlay Lobb Ltd

Lots 1-6 Being Subdivision of RS 40294 & Pt's RS 40293.

Land District: Canterbury
Digitally Generated Plan
Generated on: 25/02/2013 10:05am Page 6 of 10

Deposited on: 30/01/2013

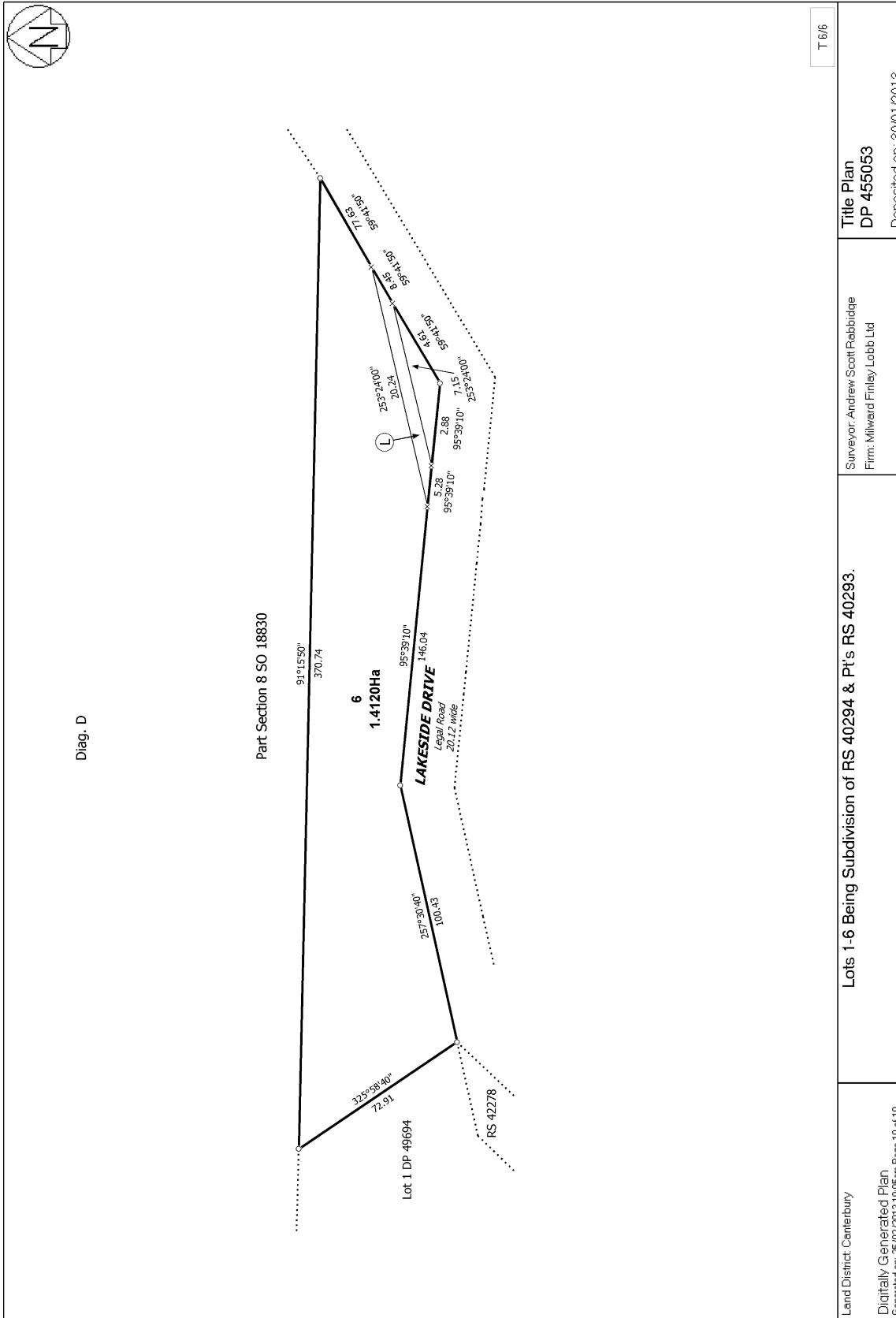


Title Plan
DP 455053
Deposited on: 30/01/2013

Surveyor: Andrew Scott Rabbidge
Firm: Millward Finlay Lobb Ltd

Lots 1-6 Being Subdivision of RS 40294 & Pt's RS 40293.

Land District Canterbury
Digitally Generated Plan
Generated on: 25/02/2013 10:05am Page 5 of 10



T 6/6

Land District: Canterbury	Lots 1-6 Being Subdivision of RS 40294 & Pt's RS 40293.	Title Plan DP 455053
Digitally Generated Plan Generated on: 25/02/2013 10:05am Page 10 of 10	Surveyor: Andrew Scott Rabbidge Firm: Millward Finley Lobb Ltd	Deposited on: 30/01/2013



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




R. W. Muir
Registrar-General
of Land

Identifier 999813
Land Registration District Canterbury
Date Issued 28 July 2021

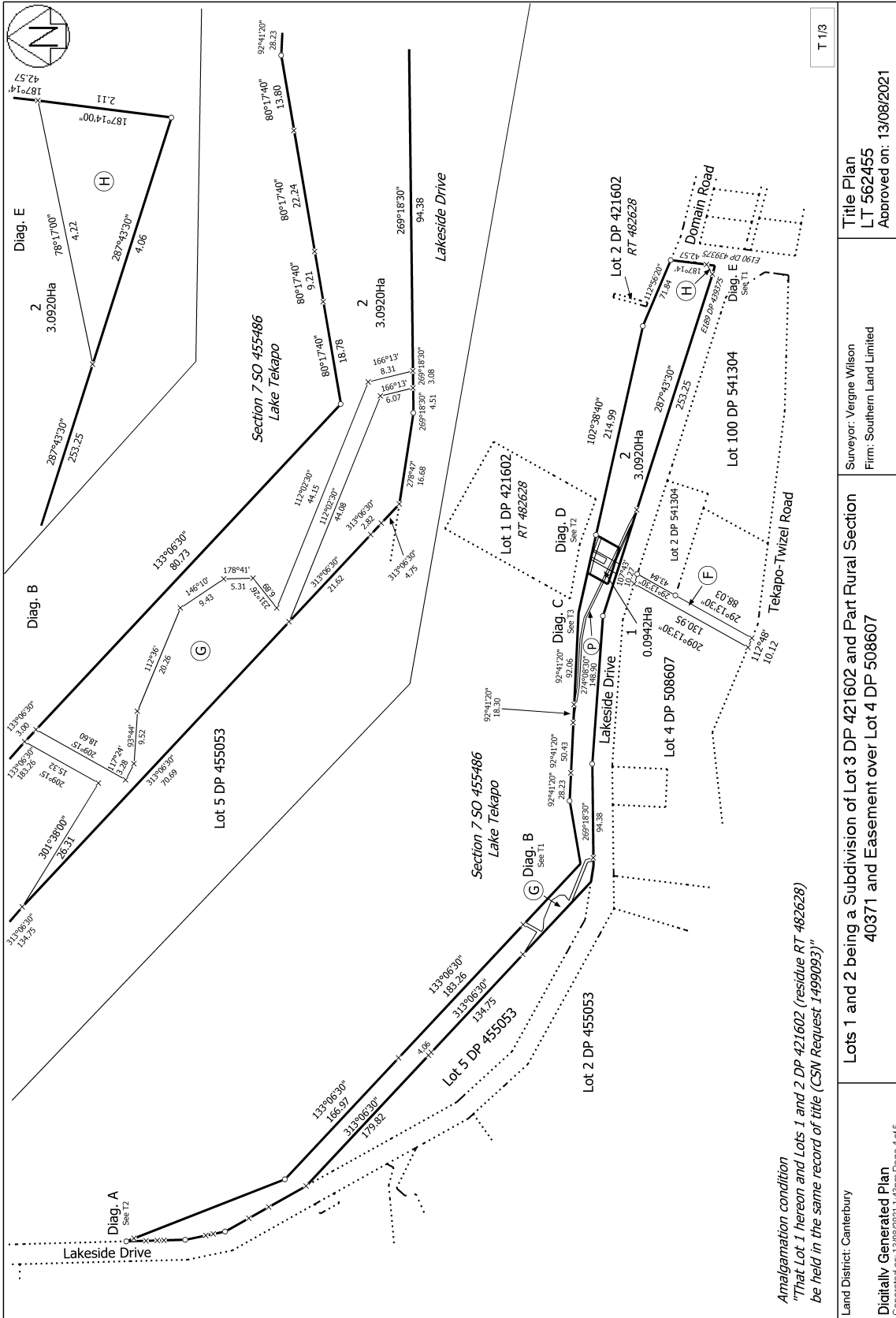
Prior References
816973

Estate Fee Simple
Area 3.0920 hectares more or less
Legal Description Lot 2 Deposited Plan 562455

Registered Owners
Mackenzie District Council

Interests

Subject to a right (in gross) to convey water over part marked C and D on DP 562455 in favour of (now) Genesis Energy Limited created by Transfer 8757750.1 – 6.5.2011 at 7.00 am
Subject to a right (in gross) to drain water over part marked G on DP 562455 in favour of Mackenzie District Council created by Easement Instrument 10981183.9 - 7.12.2017 at 2:35 pm
Subject to a right (in gross) to convey telecommunications over part marked A, B, C, D and H on DP 562455 in favour of Genesis Energy Limited created by Easement Instrument 12133341.4 - 28.7.2021 at 3:33 pm



T 1/3

Title Plan
LT 562455
Approved on: 13/08/2021

Surveyor: Vergne Wilson
Firm: Southern Land Limited

Lots 1 and 2 being a Subdivision of Lot 3 DP 421602 and Part Rural Section
40371 and Easement over Lot 4 DP 508607

Land District: Canterbury
Digitally Generated Plan
Generated on: 13/08/2021 11:43pm Page 4 of 6

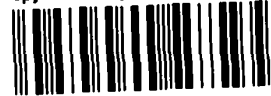
Amalgamation condition
"That Lot 1 hereon and Lots 1 and 2 DP 421602 (residue RT 482628)
be held in the same record of title (CSM Request 1499093)"

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952

E 8757750.1 Grant of Ea

Cpy - 01/03, Pgs - 018, 05/05/11, 09:42



DocID: 212806076

Land registration district

CANTERBURY

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

All/part

Area/description of part or stratum

CB28F/929

All

RS 40370 and 40371

Transferor

Surname(s) must be underlined or in CAPITALS.

MACKENZIE DISTRICT COUNCIL

Transferee

Surname(s) must be underlined or in CAPITALS.

MERIDIAN ENERGY LIMITED

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

State if fencing covenant imposed.


Easement granting right to convey water

Operative clause

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

Dated this 24th day of September 20 10

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

 <p>THE COMMON SEAL OF THE MACKENZIE DISTRICT COUNCIL</p>	Signed in my presence by the Transferor	
	Signature of witness <i>J. Dooherty</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name <i>John Angland</i> <i>Glen Arundel</i> <i>O'Neill</i> <i>INNES</i> Occupation <i>Mayor</i> <i>CEO</i> Address <i>Kerry Downs</i> <i>47 Ross St</i> <i>RD 14 Albany</i> <i>Fairlie</i>	
Signature [common seal] of Transferor		

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

[Signature]

[Solicitor for] the Transferee

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Continue in additional Annexure Schedule, if required.

BACKGROUND

- A The Transferor is the owner of all that land described in the First Schedule.
- B The Transferor has agreed to grant an easement in gross in favour of the Transferee under the land described in the Second Schedule for the purpose of conveying water for the purpose of water power generation required for or associated with electricity generation.
- C The rights to use the Easement Land include additional rights of access to and from the Easement Land over the Access Routes made available by the Transferor from time to time.
- D The parties wish to record the terms and conditions of the rights and obligations required of each of them to protect the existing and future business of the Transferee in perpetuity.

Now the parties are agreed:

1 INTERPRETATIONS AND DEFINITIONS

For the purpose of the interpretation or construction of this Transfer unless the context provides otherwise:

- 1.1 words importing any gender shall include all other genders;
- 1.2 words importing the singular shall include the plural and vice versa;
- 1.3 headings shall be ignored;
- 1.4 references to clauses and schedules are references to clauses and schedules in this Transfer and references to parties are references to the parties to this Transfer unless expressly stated otherwise;
- 1.5 any reference in this Transfer to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute;
- 1.6 a "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or Crown entity, in each case whether or not having separate legal personality;
- 1.7 "writing" shall include words visibly represented or reproduced;

MA *WA* *[Signature]*
[Signature]

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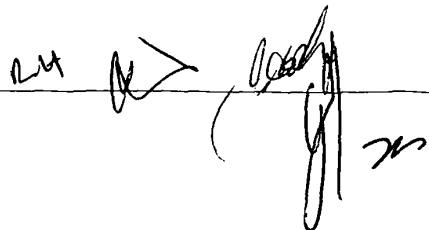
- 1.8 reference to the "Transferor" or the "Transferee" includes their respective successors and assignees and where the context permits extends to include all persons under their respective control;
- 1.9 "Access Routes" means such vehicular access routes as the Transferee may require from time to time to provide reasonable access to, over and from the Easement Land, including all roads formed across the Land after the date of this Transfer;
- 1.10 "Business Day" means any day on which registered banks are open for general banking business in Tekapo, New Zealand;
- 1.11 "Easement Land" means the land in and through which the easement is granted as more particularly described in the Second Schedule;
- 1.12 "Land" means the land described in the attached First Schedule;
- 1.13 "Plan" means DP Plan 421602;
- 1.14 "Tunnel" means the tunnel and associated areas more particularly described in the Third Schedule and shown on the Plan and shall be deemed to include any new tunnels and associated works constructed by the Transferee at any time in the future.

2 TRANSFEEE'S RIGHTS

The Transferor grants to the Transferee the following rights and interests as an easement in gross forever:

Reasonable access

- 2.1 Subject to the obligations of the Transferee under clause 3 reasonable access to and from the Easement Land without obstruction or any restriction whatsoever with its agents, employees, engineers, surveyors, workmen, contractors with or without implements, tools, pipes and materials of any kind and with or without vehicles including heavy machinery if required from time to time in, on, over and through the Land along the Access Routes or as otherwise mutually agreed by the Transferor and Transferee from time to time at all times and for all purposes necessary or convenient to the exercise by the Transferee of its rights and interests herein granted.



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Control of access

- 2.2 Subject to the obligations required of the Transferee set out in clause 3, the Transferee shall have the right to control the use by the Transferor or any third party use of Access Routes reasonably required by the Transferee during the exercise of its rights under the terms and conditions of this Easement for reasons of security and safety and operational requirements connected with the conduct of the lawful business of the Transferee as contemplated by this Transfer.

Right to use

- 2.3 To use the Tunnel for the purpose of conveying water for the purpose of water power generation required for or associated with electricity generation.

Right to inspect, maintain and replace

- 2.4 The right to inspect and maintain and to carry out any repairs or replace all or any part of the Tunnel or to support, anchor and maintain the Tunnel and any other permanent structures if any including without limitation pipelines, gates, booms, surge chambers, intake structures, power reticulation lines and security fencing which are situated under and about the surface of the Easement Land.

Access and use at no cost

- 2.5 The Transferee shall be entitled in accordance with the provisions of this Transfer to at all times gain access to, over and from the Easement Land and use the Tunnel for the purpose of carrying out its lawful business referred to in clauses 2.3 and 2.4 at no cost, charge or claim for compensation or otherwise by the Transferor.

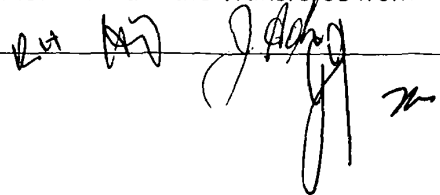
Other rights

- 2.6 The Transferee shall have the right to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Transfer.

3 OBLIGATIONS OF TRANSFEEE

No disturbance to business of Transferor

- 3.1 The Transferee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal business operations of the Transferor although the Transferor accepts that this provision shall not prevent, restrict or hinder the Transferee from



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carrying out its business in a normal manner consistent with the use rights granted to it in clause 2.3.

Statutory compliance

- 3.2 The Transferee shall at all times observe and comply with all statutory and regulatory requirements applicable to the Transferee in the carrying out of any rights granted to the Transferee under this Easement and without limitation comply with the requirements of Regional and District Plans and obtain any statutory consents if required from time to time in carrying out its lawful business.

Public safety and signage

- 3.3 The Transferee if reasonably required by the Transferor shall take all practicable steps to alert the public to the existence of the Tunnel by erecting signage and notices (where appropriate) warning unauthorised persons against entry to the Easement Land.

Public Liability Insurance

- 3.4 The Transferee shall maintain adequate public liability insurance cover throughout the term of this Transfer and upon request to supply to the Transferor reasonable evidence of the currency of such cover.

Health and Safety Management Plan

- 3.5 The Transferee shall always maintain a proper health and safety management plan for its operation of the Tunnel which plan may incorporate the general operational engineering and health and safety requirements of the Transferee and the Transferee's maintenance standards.

Make good damage

- 3.6 The Transferee shall, unless it is uneconomic or incapable of remedy, make good any damage caused by any person employed by or under the direction of the Transferee and shall take all practical steps to prevent or avoid any escalation of damage.

Notices

- 3.7 Prior to carrying out any work on the Tunnel, the Transferee shall fully consult with the Transferor supplying full details of design specification, health and safety management plan and timetable of any work programme and always give adequate and reasonable notice prior to commencing any work except in the case of emergencies.

Rut HV [Signature] 7/03

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4 TRANSFEROR'S OBLIGATIONS

The Transferor agrees:

Allows access

- 4.1 To permit and allow the Transferee reasonable access over the Land and the Access Routes for the purpose of gaining access to and from the Easement Land and the Tunnel without obstruction or any restriction whatsoever with its agents, employees, engineers, surveyors, workmen, contractors with or without implements, tools, pipes and materials of any kind and with or without vehicles including heavy machinery if required from time to time in, on, over and through the Land along the Access Routes or as otherwise mutually agreed by the Transferor and Transferee from time to time at all times and for all purposes necessary or convenient to the exercise by the Transferee of its rights and interests herein granted.

Free of obstruction

- 4.2 That the Access Routes are at all times to be kept free of any obstructions or restrictions whatsoever except in emergencies.

No buildings, planting, improvements

- 4.3 Not to erect or permit or allow any buildings or substantial structures or tree growth which could interfere with the Tunnel on or over the Easement Land.

Alternative access

- 4.4 To use its best endeavours to make available alternative access routes in the event that the Access Routes become unavailable due to obstruction or otherwise.

Not upset business

- 4.5 Not to obstruct or interfere with the carrying on of the lawful business of the Transferee under clause 2.3 to the intent that the Transferee shall have absolute right to use the Tunnel and have quiet enjoyment thereof subject only to the reservations set out in this Transfer.

Prevent substantial damage

- 4.6 In acknowledgement that the Tunnel is close to the surface of the Easement Land use its best endeavours to ensure that no substantial or property damage is caused to the Access Routes or the Tunnel and otherwise to indemnify and make good any damage caused to property of

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the Transferee as a consequence of persons under the control of the Transferor directly or indirectly causing damage or loss.

Statutory compliance

- 4.7 To comply and observe all statutory and regulatory requirements applicable to the Transferor as they affect the Transferor as the owner of the Access Routes and the Easement Land.

Support statutory applications

- 4.8 Except to the extent necessary to allow the Transferor to exercise its regulatory functions to without delay and promptly support at the cost of the Transferee any applications made by the Transferee to authorities or third parties for the purpose of obtaining any statutory or legal approvals and consents to facilitate the Transferee's use of the Access Routes and Easement Land owned or controlled by the Transferor and otherwise to do acts, matters and things necessary to assist the Transferee in the obtaining of any such statutory or legal approvals or consents required.

Pay lawful debts

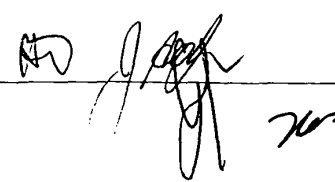
- 4.9 To promptly pay all territorial and national authority taxes, rates and levies and other governmental charges that are imposed on the Access Routes and the Easement Land if they are lawfully payable and not to permit any default to occur in the making of any such lawful payments.

Further assurances

- 4.10 To whenever called upon by the Transferee but at the cost of the Transferee execute such further Transfers and assurances such as registrable Easements and/or Encumbrances at a nominal rent charge in perpetuity and to arrange for any titles to be produced and mortgagees or any other chargeholders consents to be obtained if required by the Transferee as may be necessary to give full and proper effect to the rights granted in favour of the Transferee rising out of and from this Transfer.

Make good damage

- 4.11 Unless it is uneconomical or incapable of remedy, to make good any damage caused by the Transferor or by any person employed by or under the direction of the Transferor and to take all practical steps to prevent or avoid any escalation of damage.

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Public Liability Insurance

4.12 To maintain adequate public liability insurance cover throughout the term of the grant of rights set out in this Transfer and upon request to supply to the Transferee reasonable evidence of the existence of such cover.

Not interfere with the Tunnel signage etc.

4.13 Not to cause or bring about the cause of interference or obstruction howsoever caused to the Tunnel, any signage or security fencing if any of the Transferee.

5 OWNERSHIP OF THE TUNNEL

The parties to this Transfer accept and acknowledge that the Tunnel shall remain in the ownership of the Transferee until it is removed or abandoned by the Transferee or upon this Transfer ceasing or being surrendered whereupon ownership shall vest and pass to the Transferor. This shall not release the Transferee from its obligations under clause 12.3.

6 AGREEMENTS TO SUBSIST

No power is implied in respect of any easement or restriction for the Transferor and the Transferee to determine the easements or restrictions set out in this transfer or for any other cause, it being the intention that each easement and restriction shall subsist forever unless it is surrendered or modified by the mutual agreement of the Transferor and the Transferee.

7 STATUTORY RIGHTS IMPLIED

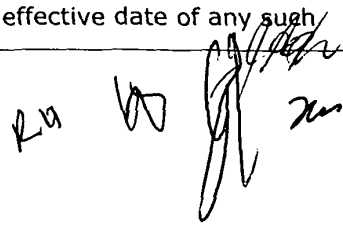
The rights and powers implied by section 90D of the Land Transfer Act 1952 and Schedule 4 of the Land Transfer Regulations 2002 and Schedule 5 of the Property Law Act 2007 and shall be deemed incorporated and form part of this Transfer but where any conflict arises the terms of this Transfer shall prevail.

8 UNDERTAKING

The Transferor undertakes to give the Transferee notice of any intention to sell, transfer or otherwise dispose of any part of the Land, Access Routes and/or the Easement Land.

9 ASSIGNMENT

Where the Transferee wishes to assign its rights it shall procure any assignee to enter into an appropriate form of assignment so that the assignee is to be bound by the terms and conditions of this Transfer as if any original party and from the effective date of any such



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assignment any liability of the assignor under the terms of this Transfer shall cease and determine except for any antecedent breach.

10 DISPUTES

10.1 The parties hereby acknowledge their desire that all questions or differences whatsoever which may arise between the parties concerning this Transfer or its subject matter or arising out of or in relation thereto and whether as to interpretation or otherwise be resolved amicably by bona fide discussion between them.

10.2 If any questions or difference (the "Dispute") is not resolved by written agreement between the parties within twenty Business Days of one party giving notice to the other of a proposal for resolution of the Dispute, the dispute shall be referred to mediation in accordance with clause 10.3.

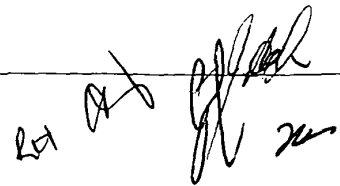
10.3 Each party agrees not to commence any legal proceedings relating to the Dispute unless it has complied with the following:

10.3.1 on notice (the "Notice") by one party to the other party of the failure of informal discussions between the parties in respect of the Dispute, and its decision to apply for mediation, the parties endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolutions techniques such as mediation, expert evaluation or determination or similar techniques agreed by them;

10.3.2 if the parties do not agree within ten Business Days of receipt of the Notice (of such further period as agreed in writing by them) as to:

- (i) the dispute resolution technique and procedures to be adopted;
- (ii) the timetable for all steps in those procedures;
- (iii) the selection and compensation of the independent person required for such technique,

the parties shall mediate the Dispute in accordance with the Mediation Rules of the New Zealand Chapter of Lawyers Engaged in Alternative Dispute Resolution ("LEADR") and the Executive Chair of LEADR or the Executive Chair's nominee will select the mediator and determine the mediator's remuneration.



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10.3.3 where the Dispute is not resolved by mediation in accordance with this clause 10.3 then either party may take such other action as it considers appropriate, including commencing legal proceedings;

10.3.4 pending resolution of the Dispute the parties shall continue to perform their respective obligations pursuant to the provisions of this Transfer.

11 NOTICES

11.1 Without prejudice to any other procedures for the giving of notice at law, all notices and other communications required or permitted under this Transfer shall be in writing and shall be delivered personally or sent by facsimile transmission to the addresses set out below or such other address notified for this purpose in accordance with this clause 11.

Transferor: Chief Executive Officer
Mackenzie District Council
Main Street
Fairlie 7949
Facsimile 03 685 8533

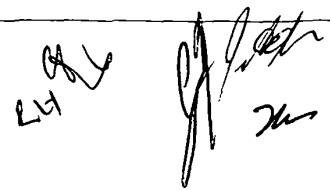
Transferee: Meridian Energy Limited
33 Customhouse Quay
PO Box 10840
The Terrace
Wellington 6143
Facsimile 04 381 1201

11.2 Delivery may be effected by hand, by post with postage pre-paid, or by facsimile.

11.3 A notice or other communication delivered by hand shall be deemed to have been received at the time of delivery. However, if the delivery is not made on a business day or is made after 5.00pm on a business day, then the notice or other communication will be deemed to have been received on the next business day.

11.4 A notice or other communication delivered by pre-paid post shall be deemed to have been received on the next business day after posting.

11.5 A notice or other communication sent by facsimile shall be deemed to have been received on the day of transmission. However, if the date of transmission is not a business day or the transmission is sent after 5.00pm on a business day then the notice or other communication will be deemed to have been received on the next business day after the date of transmission.



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12 DESTRUCTION AND TERMINATION

12.1 On destruction of all or any part of the Tunnel the Transferee shall have no obligation to reinstate where such destruction is likely to result in a significant cost to the Transferee.

12.2 Where the Transferee wishes to cease its business operation through destruction or for any other reason whatsoever it shall give the Transferor at least 6 months' prior written notice and on expiry of such notice the rights, obligations and liability of the Transferee shall cease and determine except to the extent necessary to satisfy the requirements of clause 12.3; and except to the extent of any antecedent breach or failure to satisfy the requirements of clause 12.3.

12.3 Upon the terms of this Transfer ceasing or being surrendered by the parties the Transferee shall have an obligation to within a period of 6 months after the date of any ceasing or surrender to:

- (a) concrete plug the Tunnel to an appropriate health and safety standard to prevent any persons gaining access to sealed areas unless the Transferor directs that the Tunnels are to remain open; and
- (b) disconnect any power sources in a competent and proper manner.

13 GOVERNING LAW

This Transfer is governed by, and shall be construed in accordance with, the laws of New Zealand. The parties to this Transfer agree to:

- submit to the exclusive jurisdiction of the Courts of New Zealand;
- waive any immunity they may have to the New Zealand Courts jurisdiction;
- consent to the enforcement, or execution, in any court of competent jurisdiction in any country, of any order or judgment which may be made by the Courts of New Zealand.

14 SEVERABILITY

If any part of this Transfer is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer.

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15 NO PARTNERSHIP

Nothing in this Transfer shall evidence or be deemed to constitute a partnership between the parties.

16 NO WAIVER

16.1 A waiver of any provision of this Transfer shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given.

16.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

17 FORCE MAJEURE

Notwithstanding the other provisions of this Transfer, if either party shall fail to comply with or observe any provision of this Transfer and such failure is caused by an event which is beyond the reasonable control of that party, that failure shall not give rise to any cause of action or liability based on breach of that provision of this Transfer.

EXECUTED by *ITS ATTORNEYS*

MERIDIAN ENERGY LIMITED

(the Transferee)

Kobl
KENNETH ALEXANDER SMALES

Hampden John Tapper
~~Witness Name~~

in the presence of :

~~Witness Occupation:~~

~~Witness Address:~~

Roseanne

Name:
Occupation:
Address:

Roseanne Maree Hohepa
Land & Property Advisor
Christchurch

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[Signature]

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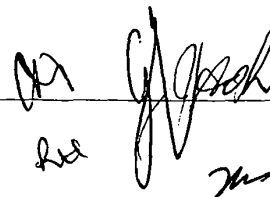
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FIRST SCHEDULE

SCHEDULE OF THE LAND

(Background A and Clause 1.12)

All that land comprising 9.8080 ha by Rural Sections 40370 and 40371 comprised in CB 28F/929

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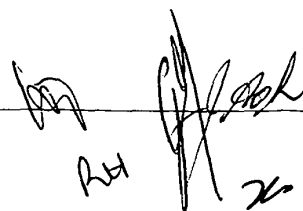
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SECOND SCHEDULE

SCHEDULE OF EASEMENT LAND

(Background B and Clause 1.11)

Areas marked A on RS 40371 and B on RS 40370 being more particularly shown on DP 421602



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THIRD SCHEDULE

SCHEDULE OF TUNNEL

(Clause 1.14)

The tunnel under and along the Easement Land.

[Handwritten signatures]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Kenneth Alexander Smales, General Manager Renewable Development, of Wellington, certify that:

- 1 By power of attorney dated 8 February 2010 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Chief Financial Officer, Senior Legal Counsel (RMA) and General Manager Renewable Development, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
- 2 The *Power of Attorney* has been deposited with the Land Registry Office under number 8410960.1.
- 3 I am the General Manager Renewable Development of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.



Kenneth Alexander Smales
General Manager Renewable Development

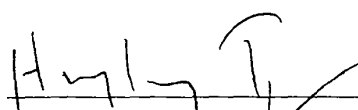
Date: 28/09/10



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Humphrey John Tapper, Senior Legal Counsel (RMA), of Wellington, certify that:

- 1 By power of attorney dated 8 February 2010 (*Power of Attorney*), Meridian Energy Limited appointed each of the persons from time to time holding the office of Chief Executive, General Counsel, Chief Financial Officer, Senior Legal Counsel (RMA) and General Manager Renewable Development, or such other office with the Company howsoever designated as may from time to time replace or succeed any such office (each being an *Attorney*) to be its attorneys to act jointly with at least one other attorney of Meridian Energy Limited (whether or not appointed under the *Power of Attorney*) on the terms and subject to the conditions set out in the *Power of Attorney*.
- 2 The *Power of Attorney* has been deposited with the Land Registry Office under number 8410960.1.
- 3 I am the Senior Legal Counsel (RMA) of Meridian Energy Limited.
- 4 At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution (however occurring) of Meridian Energy Limited or otherwise.
- 5 The annexed document will, on execution, comply with all conditions and restrictions set out in the *Power of Attorney* and I am authorised by the *Power of Attorney* to execute the annexed document.



Humphrey John Tapper
Senior Legal Counsel (RMA)

Date: 24 / 01 / 2010



MANUAL DEALING LODGEMENT FORM

Landonline User ID: greenwoodcwe

LODGING FIRM: **Greenwood Roche Chisnall**

Private Individual: _____

Address: PO Box 25501

Wellington

Dealing/SUD Number
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

E 8757750.1 Grant of Ea

Cpy - 02/03, Pgs - 018, 05/05/11, 09:42

Copies
(inc. original)

DateID: 212808078

ASSOCIATED FIRM: _____

Client Code / Ref: TRE2065-34-JCS

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

8650352

CR

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	CB28F/929	E	Mackenzie District Council Meridian Energy	107.33			1 <i>2015</i>	107.33 107.33
2								
3								
4								
5								

Land Information New Zealand Manual Dealing
Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

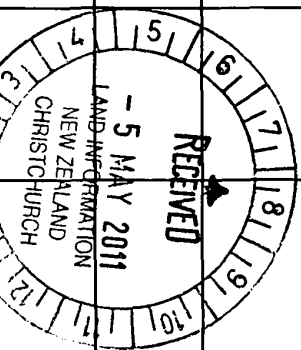
LINZ Form P005

Annotations (LINZ use only).

Labbas SWID

Original Signatures? _____

CREDIT



Subtotal \$127.78 Total for this dealing 107.33

Less fees paid on Dealing # _____

Debit my Landonline account for
(Only available for Landonline customers)

or Cash / Cheque enclosed for

(Only pay in cash if depositing in drop box at a LINZ processing centre)

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

~~\$127.78~~
101.33

~~\$127.78~~
101.33

View Instrument Details



Instrument No 9226934.5
Status Registered
Date & Time Lodged 30 January 2013 15:13
Lodged By Martin, Gregory Eric
Instrument Type Easement Instrument



Affected Computer Registers	Land District
584956	Canterbury
584957	Canterbury
584960	Canterbury

Annexure Schedule: Contains 3 Pages.

Grantor Certifications

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

Signature

Signed by Gregory Eric Martin as Grantor Representative on 03/12/2012 09:03 AM

Grantee Certifications

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

Signature

Signed by Gregory Eric Martin as Grantee Representative on 03/12/2012 09:04 AM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land
--

Grantor

MACKENZIE DISTRICT COUNCIL

Grantee

MACKENZIE 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)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, Right to drain sewage	P on DP 455053	584957	584956
Right to drain water	R, RA, and RB on DP 455053	584960	584957

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

Annexure Schedule 1

Page 1 of 1 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

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

- 1 The cost of maintaining, repairing or replacing the easement facility or part of it will be borne by the registered proprietors for the time being of the lots affected in equal proportions but no registered proprietor shall be liable to contribute to the cost of any such maintenance, repair or replacement:
 - (a) which is in respect of any part thereof which is not used by him/her/it or in respect of which use has not commenced; or
 - (b) which arises through the omission, neglect or default of any one or more of the other registered proprietors or their agents, employees, contractors, tenants, licensees, invitees, servants or workmen.

In the latter case the cost of making good such damage or carrying out repairs shall be borne entirely by the registered proprietor or proprietors who caused such damage or necessitated such repairs through their omission, neglect or default.
- 2 Where there is a conflict between the provisions of Schedule 4 of the Land Transfer Regulations 2002 and Schedule 5 of the Property Law Act 2007 and the modifications in this easement instrument the following order of priority (from highest to lowest) will apply to resolve the conflict:
 - (a) These modifications;
 - (b) Schedule 4 of the Land Transfer Regulations 2002; and
 - (c) Schedule 5 of the Property Law Act 2007.

View Instrument Details



Instrument No 9226934.10
Status Registered
Date & Time Lodged 30 January 2013 15:13
Lodged By Martin, Gregory Eric
Instrument Type Easement Instrument



Affected Computer Registers	Land District
584956	Canterbury
584960	Canterbury
584961	Canterbury

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Gregory Eric Martin as Grantor Representative on 03/12/2012 09:06 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Gregory Eric Martin as Grantee Representative on 03/12/2012 09:06 AM

*** End of Report ***

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

2009/6229EF APPROVED Registrar-General of Land
--

Grantor

MACKENZIE DISTRICT COUNCIL

Grantee

MACKENZIE DISTRICT COUNCIL

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

<p>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 <i>profit(s) à prendre</i> 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)</p>
--

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	n/a	584956	584960, 584961

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule 1]~~

Annexure Schedule 1

Page 1 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

1. **Land Covenants ("Covenants")**

- 1.1 The Grantor and the Grantee wish to protect the visual concept and the integrated appearance of the Lake Tekapo campground environs and ensure that an area of land is retained in Tekapo Township for the operation of a camp ground. To achieve this, the Grantor hereby Covenants with the Grantee as registered proprietor as set out below and hereby requests that such Covenants be noted against the titles having the benefit and those having the burden of these Covenants.
- 1.2 The Covenants set out in this Schedule shall run with certificate of title 584956 (the "**Camping Ground Land**") and shall be enforceable against the registered proprietors for the time being of the Camping Ground Land.
- 1.3 The covenants are enforceable only against the registered proprietor for time being of the relevant land and its successors in title, but without prejudice to any persons liability for breach of the covenants or any argument arising before that person ceased to be the registered proprietor of the land.

2. **Interpretation**

- 2.1 For the purposes of these Covenants:

"allow" includes do, facilitating, permitting and suffering;

"building" includes all structures and construction, including (but not limited to) dwelling houses, flats, units and garages;

"camp ground" means an area that is used predominantly for the purpose of camping in tents or staying in caravans, motor homes, dormitories, cabins, baches or cribs for the purposes of a holiday or accommodation which is other than long term or permanent;

"camp ground buildings" means all structures and construction commonly used for the purpose of operating a camp ground and includes (but is not limited to) communal cooking and cleaning facilities, communal ablution facilities, communal activities rooms, accommodation buildings for the purpose of providing overnight accommodation in dormitories, cabins or other types of accommodation;

"construct" and "construction" includes to install, erect, relocate, repair, renovate, replace or place on the land, lot or in any building and also includes allow to construct.

"Grantee" means Mackenzie District Council or its nominee;

Annexure Schedule 1

Page 2 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

"land" and "lot" means any lot having the burden of these Covenants as described in Clause 1.2 above;

"subdivision" means the lots created by the deposit of plan DP 455053;

"working day" means any day on which registered banks are open for general business in Timaru other than a Saturday, Sunday or statutory holiday.

2.2 The following provisions shall apply in the construction and interpretation of this instrument (unless the context otherwise requires):

- (a) the headings are for convenience only and shall not affect the interpretation of this instrument;
- (b) words importing the singular number include the plural and vice-versa and the masculine gender includes the feminine and neuter genders and vice-versa.

3. **Approvals**

3.1 All approvals or consents required by these Covenants shall be in writing from Mackenzie District Council (or its appointed nominee) and shall be:

- (a) obtained by the Grantor prior to any work being carried out on the land; and
- (b) shall not be withheld on unreasonable grounds or given subject to unreasonable conditions.

3.2 When Mackenzie District Council exercises its discretion (as referred to in Clause 3.1 above), it may also take into account its own assessment of the effects on any land, building, the visual concept, or integrated appearance of any lot comprised within the land subject to the Land Covenants.

3.3 The Grantor acknowledges that Mackenzie District Council may at any time:

- (a) grant or decline such approval or consent (subject to clause 3.1);
- (b) grant approval or consent on such reasonable terms and conditions as Mackenzie District Council requires; or
- (c) grant a waiver of any of the Covenants.

Annexure Schedule 1

Page 3 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

3.4 The address of Mackenzie District Council for approvals is as follows:

Main Street, Fairlie

Facsimile: (03)

P.O. Box 52 Fairlie

Attention: Chief Executive Officer

4. Positive Covenants

4.1 The Grantor shall ensure that the land shall be available to provide accommodation to the public at all times during the year except to the extent it is unreasonable or unsafe to provide accommodation.

4.2 The Grantor shall only charge such reasonable amounts as are generally and routinely charged by other camp grounds in New Zealand for providing accommodation and facilities of a like standard to that provided on the land and as may be approved from time to time by Mackenzie District Council.

4.3 The Grantor shall at all times maintain all camp ground buildings to a standard approved at all times by Mackenzie District Council acting reasonably.

4.4 The Grantor shall at all times keep all camp ground buildings reasonably clean and tidy and to the reasonable hygiene standards required by Mackenzie District Council.

4.5 The Grantor shall keep the camp ground land in one certificate of title and not allow a subdivision of land of the lot (within the meaning given to those words by the Resource Management Act 1991) provided this clause shall not prevent the Grantor from subdividing the land associated with the backpackers business into a separate certificate of title in accordance with a plan approved by the Grantee.

5. Enforcement of Positive Covenants

5.1 If there is any breach or non-observance of any of the foregoing covenants referred to in clause 4 (and without prejudice to any other liability which the Grantor may have to any other person having the benefit of these covenants) the Grantor in breach agrees to and shall at his/her/its cost (with respect to each individual breach):

Annexure Schedule 1

Page 4 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (a) upon written notice being given by Mackenzie District Council (or its agent or any other party having the benefit of these covenants) to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of five hundred dollars per day plus GST for every day that such breach or non-observance continues after the date thirty days after the date upon which each written notice has been given;
- (b) forthwith upon receipt of such notice allow the land to be used only as a camp ground which shall be available for use by the public on a day to day basis except to the extent it is unreasonable or unsafe to provide such service;
- (c) forthwith upon receipt of such notice ensure that all camp ground buildings which may reasonably be required for the operation of a camp ground are open and made available for use by the public except to the extent it is unreasonable or unsafe to provide such use by the public;
- (d) do all such things as may be reasonably required to ensure that the land shall remain open as a camp ground for day to day use by the public except to the extent it is unreasonable or unsafe to remain open;

provided that no enforcement action may be taken against the Grantor in respect of any act or omission which has been approved by the Grantee.

6 Dispute Resolution

- 6.1 If any dispute arises between or among the parties concerning the covenants including the giving of any approval, the parties shall enter into negotiations in good faith to resolve the dispute.
- 6.2 If the dispute is not resolved within twenty (20) working days from the date on which the parties begin their negotiations, then any party to the dispute may refer the matter in dispute to an umpire.
- 6.3 The term "the umpire" in this covenants schedule means a suitably qualified person to be agreed between the parties or such other person as may be appointed under clause 6.8.
- 6.4 The umpire, within a period of twenty (20) Working Days after being requested by either party to do so, will give written notice of his decision to the parties.
- 6.5 Without limiting the generality of his powers, the umpire will:

Annexure Schedule 1

Page 5 of 6 Pages

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- (a) have power to request either party to provide him with such oral or written statements, documents or information as the umpire may determine but not so as to delay the giving of written notice of his decision;
- (b) have power to consult with persons who, in his opinion, are expert in the matter in dispute;
- (c) be entitled to rely in good faith upon the opinions of any persons or experts so consulted.

6.6 In giving a decision under clause 6.4, the umpire will be deemed to be acting as an expert and not as an arbitrator and, the decision of the umpire will be final and binding upon the parties and will be given immediate effect by the parties.

6.7 If the umpire fails to give a decision in accordance with provisions of clause 6.4 either party may require appointment of a further umpire. The provisions of this clause will apply in respect of the appointment and procedures of that further umpire.

6.8 Failing agreement to the appointment of an umpire within seven (7) working days after either party has given to the other a written request to concur in the appointment of an umpire, a person will be appointed upon the application of either party by the President for the time being of the New Zealand Law Society or his nominee to act as umpire for the purpose of resolving the particular dispute.

6.9 The costs of the umpire will be borne equally by the Grantor and the Grantee or in such manner as the umpire shall otherwise determine as part of his decision.

7 Force Majeure

7.1 In the event of a major natural disaster, war, terrorist act, embargo, strike, lockout, accident, fire, flood, governmental seizure, control, rationing, change in legislation or any other like incident which is beyond the reasonable control of either party ("force majeure event") which shall make it unreasonable or uneconomic to comply with the terms of the covenants contained in this Covenants Schedule the Grantor shall within five (5) working days of commencement of the force majeure event give notice to the Grantee of such force majeure event and, (subject to clause 7.2) from the date on which the force majeure event takes affect the Grantor shall not be liable for breach of such of the terms of these covenants as are affected by the force majeure event until such time as it shall become reasonable for the Grantor to comply with such covenants.

Annexure Schedule 1

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

7.2 If within 20 working days following the giving of notice by the Grantor pursuant to clause 7.1 the Grantor and the Grantee are unable to resolve their differences as to the existence or effect of a force majeure event either the Grantor or the Grantee may refer the matter in dispute for resolution by an umpire in accordance with clause 6 of this Covenants Schedule.

View Instrument Details



Instrument No 10981183.9
Status Registered
Date & Time Lodged 07 December 2017 14:35
Lodged By Winter, Matthew James
Instrument Type Easement Instrument



Affected Computer Registers **Land District**

4249	Canterbury
584960	Canterbury
782476	Canterbury
816973	Canterbury

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

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

Signature

Signed by Matthew James Winter as Grantor Representative on 07/12/2017 02:34 PM

Grantee Certifications

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

Signature

Signed by Matthew James Winter as Grantee Representative on 07/12/2017 02:35 PM

*** End of Report ***

Form B

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

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

Grantor

MACKENZIE DISTRICT COUNCIL

Grantee

MACKENZIE 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) of *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
Right to Drain Water	Area D on Deposited Plan 508607	Lot 1 DP 508607 (CFR 782476)	Mackenzie District Council (In Gross)
	Area F on Deposited Plan 508607	Section 5 Res 5167 (CFR 4249)	
	Area G on Deposited Plan 508607	Part RS 40371 (CFR 816973)	
	Area H on Deposited Plan 508607	Lot 5 DP 455053 (CFR 584960)	
	Area I on Deposited Plan 508607	Section 10 Res 5167 (CFR 4249)	

Form B - continued

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

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

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

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

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

[the provisions set out in Annexure Schedule 1]

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 1]

Annexure Schedule 1

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

1. INTERPRETATION

1.1 In this easement instrument unless the context otherwise requires:

"Grantee" means the Mackenzie District Council and includes the agents, employees, contractors, tenants, licensees, invitees, successors and assigns of the Grantee;

"Easement Facility" means pipes, conduits, pumps, tanks (with or without headwalls) manholes, valves, surface boxes, swales and other equipment suitable for that purpose provided that all such pipes, conduits, pumps, tanks, manholes, valves, surface boxes and other equipment suitable for that purpose used for the purposes of the Easement Facility and anything used in replacement or substitution for such equipment shall be located below the surface of the ground of the stipulated area; and

"stipulated course" or "stipulated area" means the course or area that is shown on DP 508607 for the purpose of specifying the easement; and

"Utilities" means any structure, pole or other appurtenant structure for the provision of utilities or services supplied to or used on the land including but not limited to electricity, gas, telephone, storm water, sewage and water.

1.2 In the interpretation of this easement instrument:

(a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;

(b) words importing any gender shall include every gender and the word "person" shall include a corporation and vice versa;

(c) the headings appearing are asserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument; and,

(d) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns;

1.3 All covenants on the part of the Grantor in this easement instrument shall be deemed to be covenants by each of the registered proprietors included in the term "Grantor" severally and shall bind each of the registered proprietors and their respective executors administrators successors and assigns.

2. GRANT OF RIGHTS, POWERS AND PRIVILEGES

Right to Drain Water

2.1 The Grantee (to the exclusion of the Grantor) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:

(a) to drain, discharge and convey water in a free and unimpeded flow (except during any periods of necessary cleaning, renewal, modification or repair) and in any quantity through the Easement Facility and over the servient land; and

Annexure Schedule 1

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (b) to lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. GRANTEE'S RIGHTS

3.1 The Grantee may:

- (a) enter upon the servient land by the most practicable route from the nearest public road across any part of the Grantor's land;
- (b) remain on the servient land for a reasonable time for the purposes of completing the work;
- (c) bring on to the servient land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
- (d) leave any vehicle or equipment on the servient land for a reasonable time if the work is proceeding;
- (e) sink and make trenches and shafts on the stipulated course;
- (f) excavate any clay, gravel, shingle, stones and earth from the stipulated course;
- (g) inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the easement facility; and
- (h) generally do and perform such acts and things in or upon the stipulated course or stipulated area as may be necessary or proper for or in relation to any of the purposes of this easement instrument.

3.2 The cost of forming, maintaining, repairing or replacing any Easement Facility or part thereof shall be borne by the Grantee provided however that the Grantee shall not be liable to contribute to the cost of any maintenance or repair which arises through the omission, neglect or default of the Grantor or its tenants, invitees, servants or workmen. In the event that any maintenance or repair arises through the omission, neglect or default of the Grantor or its tenants, invitees, servants or workmen then the cost of making good such damage or carrying out such repairs shall be borne by the Grantor.

4. GRANTOR'S OBLIGATIONS

4.1 The Grantor will not:

- (a) build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the stipulated course or stipulated area;
- (b) do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility. If the Grantor is in breach of this obligation the Grantor shall forthwith at the Grantor's expense properly repair and make good all such injury or damage and restore such free flow and passage. If the Grantor fails to promptly comply with this obligation then notwithstanding Clause 9.1 (e), the Grantee may perform the obligation and recover any costs incurred

Annexure Schedule 1

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

from the Grantor; or

(c) permit any Utilities to be located within the stipulated course or stipulated area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

5 GRANTEE'S OBLIGATIONS

5.1 The Grantee shall:

(a) at all times repair maintain and cleanse the Easement Facility so that it is not or does not become a nuisance or annoyance to the Grantor;

(b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated course or stipulated area;

(c) upon the Grantee disturbing the surface of the stipulated course or stipulated area for any reason, without delay restore the same as nearly as possible to its original condition; and

(d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument but the Grantee shall not be:

(i) responsible for the cost of removing any fence, building, improvements, or trees upon, or any tree roots growing within, the stipulated course; or

(ii) liable for any damage to any Utilities in the stipulated course if in the exercise of such rights that damage could not reasonably be prevented.

6. EASEMENT FACILITY TO BE PROPERTY OF GRANTEE

6.1 The Easement Facility installed by the Grantee shall be the property of the Grantee.

6.2 Any damage to the Grantor's land caused by the removal of the Easement Facility or any part by the Grantee shall immediately be remedied by the Grantee at its own cost.

7. MUTUAL COVENANTS

7.1 Nothing contained or implied in this easement instrument shall be construed so as:

(a) to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; and

(b) to abrogate, limit, restrict or abridge any of the rights powers or remedies vested in the Grantee by statute.

8. LIMITATION OF LIABILITY

8.1 Any right of action which shall at any time accrue to the Grantee by reason of the breach

Annexure Schedule 1

Page 4 of 5 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:

- (a) the registered proprietor for the time being of that part of the servient land in respect of which such breach or non-observance shall occur, and
- (b) the registered proprietor at the time of such occurrence,

to the intent that the liability of any registered proprietor of the servient land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) upon registration of a transfer of ownership.

9. GENERAL PROVISIONS

9.1 The following provisions are applicable to the easements granted by this easement instrument:

- (a) all rights and powers set out in Schedule 4 to the Land Transfer Regulations 2002 shall be implied herein except so far as the same are hereby varied;
- (b) where there is a conflict between the provisions of the Schedule 4 of the Land Transfer Regulations 2002 and the provisions of this easement instrument, the provisions of this easement instrument shall prevail;
- (c) each grant shall be for all time;
- (d) no power is implied in respect of any easement for the Grantor to determine this easement instrument for breach of any provision of this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist until surrendered in writing;
- (e) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
 - (i) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven days from service of such notice, the other party shall perform such obligations;
 - (ii) if upon the expiry of the seven days referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
 - (1) perform such obligation; and
 - (2) for that purpose enter onto the Grantor's land and carry out any work; and
 - (3) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations; and

Annexure Schedule 1

Page 5 of 5 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (f) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this easement instrument.

10. ARBITRATION

- 10.1 If any dispute arises between the parties relating to this easement instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the Branch President for the time being of the Canterbury-Westland Branch of the New Zealand Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.

View Instrument Details



Instrument No 12133341.4
Status Registered
Date & Time Lodged 28 July 2021 15:33
Lodged By Edwards, Annette Maureen
Instrument Type Easement Instrument



Affected Records of Title	Land District
782474	Canterbury
999813	Canterbury

Annexure Schedule Contains 4 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Olivia Kate MacFarlane as Grantor Representative on 23/07/2021 03:10 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Erica Ruth Quilter as Grantee Representative on 01/07/2021 09:42 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
 Section 109, Land Transfer Act 2017

Grantor *Surname(s) must be underlined.*

MACKENZIE DISTRICT COUNCIL

Grantee *Surname(s) must be underlined.*

GENESIS ENERGY LIMITED

Grant of Easement or *Profit à prendre*

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

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

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	'A', 'B', 'C', 'D' and 'H' on DP 562455	Lot 2 DP 562455 (RT 999813)	Genesis Energy Limited (in gross)
Right to convey telecommunications	'F' on DP 562455	Lot 4 DP 508607 (RT 782474)	Genesis Energy Limited (in gross)

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

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

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 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 209 of the Land Transfer Act 2017.

the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement Dated Page 2 of Pages

Continue in additional Annexure Schedule, if required.

- | | |
|---|--|
| 1 | <p>The following provisions are inserted into regulation 10 of Schedule 5 of the Land Transfer Regulations 2018:</p> <p style="margin-left: 40px;"><i>“(6) The grantor must give the grantee at least 2 months’ notice of any proposed development or change of use of the burdened land.</i></p> <p style="margin-left: 40px;"><i>(7) The grant will be for all time from the date such easement(s) are deemed to be created pursuant to section 22(3) of the Land Transfer Act 2017. Any easement facility existing at the date of grant of the easement(s) are deemed to be installed and operated by the grantee with the grantor’s consent.</i></p> <p style="margin-left: 40px;"><i>(8) The grantee’s use of the easement facility is exclusive subject only to the existing presence and use of equipment owned by the University of Canterbury (and its successors and assigns) on the easement area, and the grantor acknowledges that the easement facility for the time being on the burdened land remains the property of the grantee.</i></p> <p style="margin-left: 40px;"><i>(9) Subject to regulation 17 as included in this instrument, no power is implied in respect of the easement(s) for the grantor to determine the easement(s) for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement(s) will subsist for all time unless surrendered.</i></p> <p style="margin-left: 40px;"><i>(10) No fee is payable by the grantee to the grantor (nor any other person) for the grant of the easement(s) in this instrument nor for the exercise of the easement(s)</i></p> |
| 2 | <p>The following provisions are inserted to the end of regulation 11(1) of Schedule 5 of the Land Transfer Regulations 2018:</p> <p style="margin-left: 40px;"><i>“The grantee has the right to repair and maintain the easement facility, which includes the right to inspect, survey, lay, add to, upgrade, renew, replace or remove from time to time the easement facility and open up the soil of the stipulated area for such purposes”</i></p> |
| 3 | <p>A new regulation 15 is added to Schedule 5 of the Land Transfer Regulations 2018 on the following terms:</p> <p style="margin-left: 40px;"><i>“Notices</i></p> <p style="margin-left: 40px;"><i>Without prejudice to any other procedures for the giving of notice at law, the following apply to all notices between the parties relevant to this instrument, whether authorised by this instrument or by the general law:</i></p> <p style="margin-left: 40px;"><i>(1) All notices must be served in writing.</i></p> <p style="margin-left: 40px;"><i>(2) All notices must be served by one of the following means:</i></p> <p style="margin-left: 80px;"><i>(a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or</i></p> <p style="margin-left: 80px;"><i>(b) on the party or on the party’s lawyer:</i></p> <p style="margin-left: 120px;"><i>(i) by personal delivery; or</i></p> |

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	3	of		Pages
----------	-------	--	------	---	----	--	-------

Continue in additional Annexure Schedule, if required.

- (ii) *by posting by ordinary mail; or*
 - (iii) *by facsimile; or*
 - (iv) *by email; or*
 - (v) *in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this instrument, by secure web document exchange.*
- (3) *In respect of the means of service specified in subclause 15(2)(b), a notice is deemed to have been served:*
- (a) *in the case of personal delivery, when received by the party or at the lawyer's office;*
 - (b) *in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;*
 - (c) *in the case of facsimile transmission, when sent to the facsimile number notified in writing by the party or to the facsimile number of the lawyer's office. However, if the date of transmission is not a business day or the transmission is sent after 5:00 pm on a business day then the notice or other communication will be deemed to have been received on the next business day after the date of transmission;*
 - (d) *in the case of email, when acknowledged by the party or by the lawyer orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement;*
 - (e) *in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;*
 - (f) *in the case of sending by secure web document exchange, at the time when in the ordinary course of operation of that secure web document exchange, a notice posted by one party is accessible for viewing or downloading by the other party.*
- (4) *Any period of notice required to be given under this agreement shall be computed by excluding the day of service.*
- (5) *In accordance with section 20(1) of the Electronic Transactions Act 2002, the parties agree that any notice or document that must be given in writing by one party to the other may be given in electronic form and by means of an electronic communication, subject to the rules regarding service set out above.*
- 4 A new regulation 16 is added to Schedule 5 of the Land Transfer Regulations 2018 on the following terms:
- “Subject to the grantee first obtaining the prior written approval of the grantor (such consent not to be unreasonably withheld), the grantee shall have the right to trim or remove any vegetation (including trees) on the burdened land that is causing or is likely to cause damage to the easement facility.”*

Annexure Schedule

Insert type of instrument

Easement Dated [] Page 4 of [] Pages

Continue in additional Annexure Schedule, if required.

- 5 A new regulation 17 is added to Schedule 5 of the Land Transfer Regulations 2018 on the following terms:

"Notwithstanding anything in the Land Transfer Regulations 2018 or any other provision of this easement instrument, the easement facility shall be located at or below ground level and shall not be visible above ground level. Any breach of the provisions of this regulation shall allow the grantor to determine the term of this easement instrument."

- 6 A new regulation 18 is added to Schedule 5 of the Land Transfer Regulations 2018 on the following terms:

"Notwithstanding anything in the Land Transfer Regulations 2018 or any other provision of this easement instrument, the grantee shall on demand by the grantor pay all costs incurred by the grantor (including all costs attributable to the grantor using its own staff to undertake any work) in doing any works or maintenance on the burdened land or monitoring the operation of the easement facility where such works or maintenance result from the grantee failing to carry out any works or maintenance required by the terms of this easement instrument within a reasonable time, provided that the grantor has first issued the grantee with a written notice of such works or maintenance, and the grantee has failed to complete the same within a reasonable time frame."

View Instrument Details



Instrument No 12296728.11
Status Registered
Date & Time Lodged 21 December 2021 14:41
Lodged By Mevissen, Suzanne June
Instrument Type Easement Instrument



Affected Records of Title	Land District
584960	Canterbury

Annexure Schedule Contains 5 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Olivia Kate MacFarlane as Grantor Representative on 20/12/2021 11:35 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Olivia Kate MacFarlane as Grantee Representative on 20/12/2021 11:36 AM

*** End of Report ***

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

EASEMENT INSTRUMENT TO GRANT EASEMENT OR PROFIT À PRENDRE

Sections 109 Land Transfer Act 2017

**Grantor**

Mackenzie District Council

Grantee

Mackenzie District Council

Grant of Easement or Profit à prendre

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Drain Water	A on DP 560853	Lot 5 DP 455053 contained in Record of Title 584960	Mackenzie District Council (in Gross)

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

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

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

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

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

[the provisions set out in Annexure Schedule _____]

Annexure Schedule

Insert instrument type

Easement Instrument

1. INTERPRETATION

1.1 In this easement instrument unless the context otherwise requires:

“Grantee” means the Mackenzie District Council and includes the agents, employees, contractors, tenants, licensees, invitees, successors and assigns of the Grantee;

“Easement Facility” means pipes, conduits, pumps, tanks (with or without headwalls) manholes, valves, surface boxes, swales and other equipment suitable for that purpose provided that all such pipes, conduits, pumps, tanks, manholes, valves, surface boxes and other equipment suitable for that purpose used for the purposes of the Easement Facility and anything used in replacement or substitution for such equipment.

“stipulated course” or **“stipulated area”** means the course or area that is shown on DP 560853 for the purpose of specifying the easement; and

“Utilities” means any structure, pole or other appurtenant structure for the provision of utilities or services supplied to or used on the land including but not limited to electricity, gas, telephone, storm water, sewage and water.

1.2 In the interpretation of this easement instrument:

1.2.1 words importing the singular or plural number shall be deemed to include the plural and singular number respectively;

1.2.2 words importing any gender shall include every gender and the word “person” shall include a corporation and vice versa;

1.2.3 the headings appearing are asserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument;

1.2.4 references to any party include that party’s executors, administrators, and assigns, or being a company, its successors and assigns;

2. GRANT OF RIGHTS, POWERS AND PRIVILEGES

2.1 The Grantee (to the exclusion of the Grantor) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:

2.1.1 to drain, discharge and convey water in a free and unimpeded flow (except during any periods of necessary cleaning, renewal, modification or repair) and in any quantity through the Easement Facility and over the burdened land; and

2.1.2 to lay, make, construct, maintain, alter or repair the Easement Facility as the Grantee shall from time to time think fit.

3. GRANTEE’S RIGHTS

3.1 The Grantee may:

3.1.1 enter upon the burdened land by the most practicable route from the nearest public road across any part of the Grantor’s land;

- 3.1.2 remain on the burdened land for a reasonable time for the purposes of completing the work;
 - 3.1.3 bring on the burdened land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
 - 3.1.4 leave any vehicle or equipment on the burdened land for a reasonable time if the work is proceeding;
 - 3.1.5 sink and make trenches and shafts on the stipulated course;
 - 3.1.6 excavate any clay, gravel, shingle, stones and earth from the stipulated course;
 - 3.1.7 inspect, maintain, cleanse, repair, extend, remove, enlarge or replace the easement facility; and
 - 3.1.8 generally do and perform such acts and things in or upon the stipulated course or stipulated area as may be necessary or proper for or in relation to any of the purposes of this easement instrument.
- 3.2 The cost of forming, maintaining, repairing or replacing any Easement Facility or part thereof shall be borne by the Grantee provided however that the Grantee shall not be liable to contribute to the cost of any maintenance or repair which arises through the omission, neglect or default of the Grantor or its tenants, invitees, servants or workmen. In the event that any maintenance or repair arises through the omission, neglect or default of the Grantor or its tenants, invitees, servants or workmen then the cost of making good such damage or carrying out such repairs shall be borne by the Grantor.

4. GRANTOR'S OBLIGATIONS

- 4.1 The Grantor will not:
- 4.1.1 build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the stipulated course or stipulated area;
 - 4.1.2 do or permit or suffer to be done anything which may in any way injure or damage the Easement Facility or interfere with the free flow and passage of any matter through the Easement Facility. If the Grantor is in breach of this obligation the Grantor shall forthwith at the Grantor's expense properly repair and make good all such injury or damage and restore such free flow and passage. If the Grantor fails to promptly comply with this obligation then notwithstanding clause 9.1.5, the Grantee may perform the obligation and recover any costs incurred from the Grantor; or
 - 4.1.3 permit any Utilities to be located within the stipulated course or stipulated area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.

5. GRANTEE'S OBLIGATIONS

- 5.1 The Grantee shall:
- 5.1.1 at all times repair, maintain and cleanse the Easement Facility so that it is not or does not become a nuisance or annoyance to the Grantor;
 - 5.1.2 remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the stipulated course or stipulated area;
 - 5.1.3 upon the Grantee disturbing the surface of the stipulated course or stipulated area for any reason, without delay restore the same as nearly as possible to its original condition; and

5.1.4 repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the grantee or any of the rights granted by this easement instrument but the Grantee shall not be:

- (a) responsible for the cost of removing any fence, building, improvements, or trees upon, or any tree roots growing within, the stipulated course; or
- (b) Liable for any damage to any Utilities in the stipulated course if in the exercise of such rights that damage could not reasonably be prevented.

6. EASEMENT FACILITY TO BE PROPERTY OF GRANTEE

- 6.1 The Easement Facility installed by the Grantee shall be the property of the Grantee.
- 6.2 Any damage to the Grantor's land caused by the removal of the Easement Facility or any part by the Grantee shall immediately be remedied by the Grantee at its own cost.

7. MUTUAL COVENANTS

- 7.1 Nothing contained or implied in this easement instrument shall be construed so as:
 - 7.1.1 to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; and
 - 7.1.2 to abrogate, limit, restrict or abridge any of the rights powers or remedies vested in the Grantee by statute.

8. LIMITATION OF LIABILITY

- 8.1 Any right or action which shall at any time accrue to the Grantee by reason of the breach or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:
 - 8.1.1 the registered proprietor for the time being of that part of the burdened land in respect of which such breach or non-observance shall occur, and
 - 8.1.2 the registered proprietor at the time of such occurrence,to the intent that the liability of any registered proprietor of the burdened land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) upon registration of a transfer of ownership.

9. GENERAL PROVISIONS

- 9.1 The following provisions are applicable to the easements granted by this easement instrument:
 - 9.1.1 all rights and powers set out in Schedule 5 to the Land Transfer Regulations 2018 shall be implied herein except so far as the same are hereby varied;
 - 9.1.2 where there is a conflict between the provisions of the Schedule 5 of the Land Transfer Regulations 2018 and the provisions of this easement instrument, the provisions of this easement instrument shall prevail;
 - 9.1.3 each grant shall be for all time;
 - 9.1.4 no power is implied in respect of any easement for the Grantor to determine this easement instrument for breach of any provision of this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist until surrendered in writing;

- 9.1.5 if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
- (a) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven days from service of such notice, the other party shall perform such obligations;
 - (b) if upon the expiry of the seven days referred to above, the defaulting party has still neglected or refused to perform the obligations the other party may:
 - (i) perform such obligation; and
 - (ii) for that purpose enter onto the Grantor's land and carry out any work; and
 - (iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations; and
 - (iv) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this easement instrument.

10 DISPUTES

- 10.1 If a dispute arises between the parties who have a registered interest under this easement instrument:
- 10.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party;
 - 10.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - 10.1.3 if the dispute is not resolved within 14 days of the written particulars being given (or any longer period agreed by the parties):
 - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society (being the New Zealand Law Society that has its headquarters closest to the land).

APPENDIX 5 – LLUR PROPERTY STATEMENTS



Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345
Christchurch 8140

P. 03 365 3828
F. 03 365 3194
E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register

Visit ecan.govt.nz/HAIL for more information or contact Customer Services at ecan.govt.nz/contact/ and quote ENQ358447

Date generated: 01 November 2023
Land parcels: Lot 2 DP 562455



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance

 Sites within enquiry area

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the

accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

Any person receiving and using this information is bound by the provisions of the Privacy Act 1993.



Customer Services
P. 03 353 9007 or 0800 324 636

PO Box 345
Christchurch 8140

P. 03 365 3828
F. 03 365 3194
E. ecinfo@ecan.govt.nz

www.ecan.govt.nz

Dear Sir/Madam

Thank you for submitting your property enquiry from our Listed Land Use Register (LLUR). The LLUR holds information about sites that have been used or are currently used for activities which have the potential to cause contamination.

The LLUR statement shows the land parcel(s) you enquired about and provides information regarding any potential LLUR sites within a specified radius.

Please note that if a property is not currently registered on the LLUR, it does not mean that an activity with the potential to cause contamination has never occurred, or is not currently occurring there. The LLUR database is not complete, and new sites are regularly being added as we receive information and conduct our own investigations into current and historic land uses.

The LLUR only contains information held by Environment Canterbury in relation to contaminated or potentially contaminated land; additional relevant information may be held in other files (for example consent and enforcement files).

Please contact Environment Canterbury if you wish to discuss the contents of this property statement.

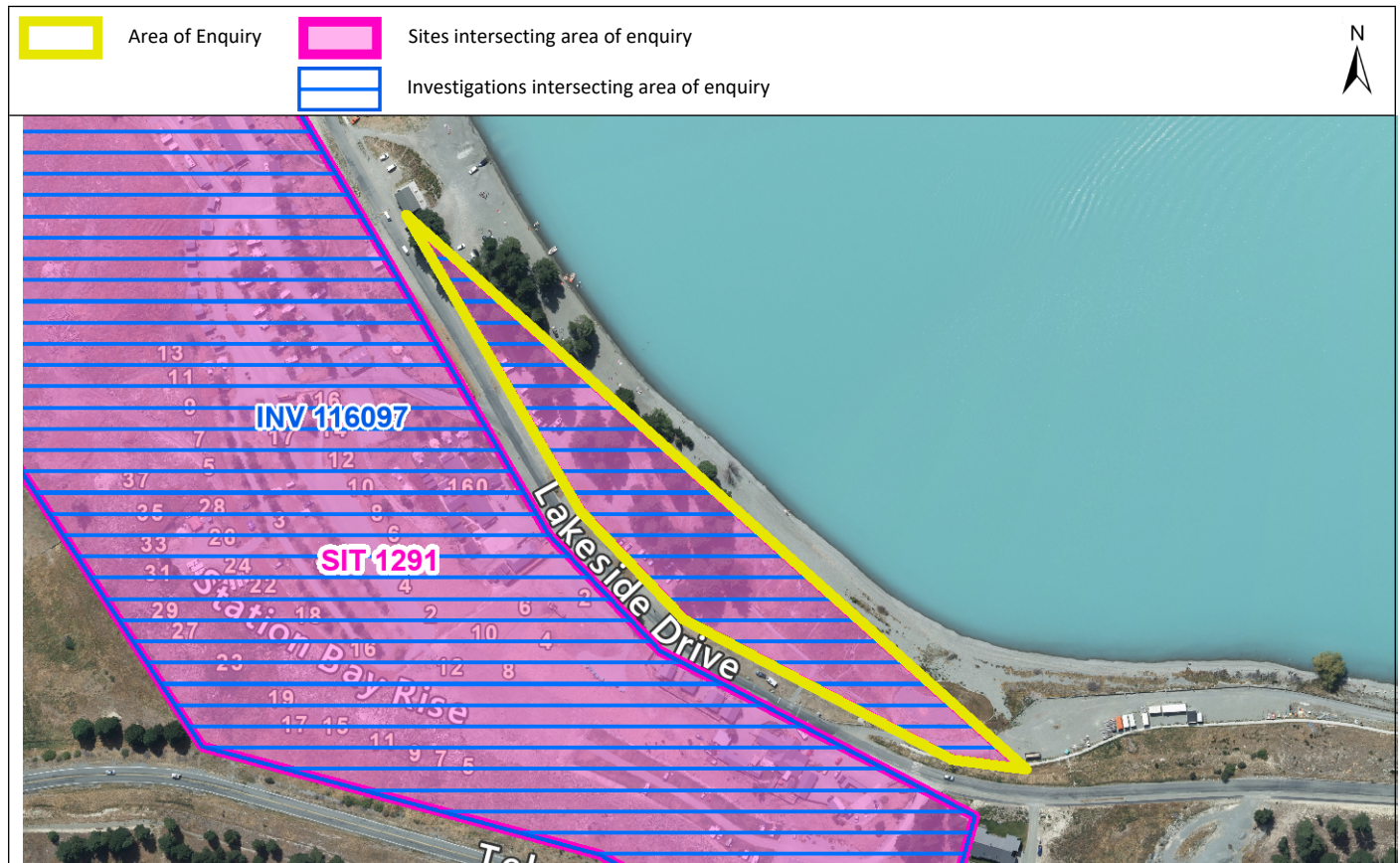
Yours sincerely

Contaminated Sites Team

Property Statement from the Listed Land Use Register

Visit ecan.govt.nz/HAIL for more information or contact Customer Services at ecan.govt.nz/contact/ and quote ENQ358450

Date generated: 01 November 2023
Land parcels: Lot 5 DP 455053



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance

 Sites within enquiry area

Site number	Name	Location	HAIL activity(s)	Category
1291	Lake Tekapo Motels & Motor Camp	Lakeside Drive, Lake Tekapo	A17 - Storage tanks or drums for fuel, chemicals or liquid waste;	Not Investigated

More detail about the sites

Site 1291: Lake Tekapo Motels & Motor Camp (Intersects enquiry area.)

Category: Not Investigated
Definition: Verified HAIL has not been investigated.

Location: Lakeside Drive, Lake Tekapo
Legal description(s): RS 40294, Section 1 SO 20259

HAIL activity(s):

Period from	Period to	HAIL activity
1997	Current	Storage tanks or drums for fuel, chemicals or liquid waste

Notes:

26 Mar 1999

The manager said that this site has two aboveground storage tanks (ASTs) which were both installed in December 1997. One is a 1000 L AST and the other a 2000 L AST both containing class 3(c) substances. They are used for the heating of hot water.



Investigations:

INV 116097

Tekapo Landco Ltd - Lake Tekapo Holiday Park, Geotechnical, Ground Contamination and Services Capacity Assessment

Tonkin and Taylor Ltd - Preliminary Site Investigation
1 Jun 2014

Summary of investigation(s):

A preliminary site investigation was undertaken by Tonkin and Taylor to support re-zoning of the camping ground area under the District Plan. The investigation included a review of the District and Regional Council files for the site, a review of historical aerial photographs and certificates of title, and a site walkover.

The report identified some small scale HAIL activities, including a 2,000L above ground diesel tank which is still present and a 1,000L above ground tank which has been removed, and some storage of unknown substances in 200L drums. Asbestos building materials was identified in the older cabins, and it is reported that approximately 10 cabins were demolished between 1954 and 1977. It is possible that future or past demolition could have resulted in asbestos in the soil.

A pole-mounted transformer, and small scale storage of paint and herbicides, some cut and fill, and the potential for lead paint on buildings on the site were also noted.

The report recommends that intrusive soil investigations be undertaken to assess whether there is any soil contamination present.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the accuracy or completeness of this information. It is released only as a copy of Environment Canterbury's records and is not intended to provide a full, complete or totally accurate assessment of the site. It is provided on the basis that Environment Canterbury makes no warranty or representation regarding the reliability, accuracy or completeness of the information provided or the level of contamination (if any) at the relevant site or that the site is suitable or otherwise for any particular purpose. Environment Canterbury accepts no responsibility for any loss, cost, damage or expense any person may incur as a result of the use, reference to or reliance on the information contained in this report.

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APPENDIX 6 – TRANSPORT ASSESSMENT



28 July 2023

Enquiries: Andrew Leckie
Project No: 310205844

QCP Limited
c/o Davis Ogilvie

Attention: Penny Gallagher

Dear Penny

**RE: Lake Tekapo Tree Climb
Transport Assessment**

1. Introduction

QCP Limited proposes to develop a commercial tree climbing operation in the trees on Lakeside Drive, Lake Tekapo, opposite the Lakes Edge Holiday Park. The proposal would involve construction of a small base station which customers would report to on arrival and then a range of activities in the surrounding trees. It is understood that the proposal is a discretionary activity under the Mackenzie District Plan and Stantec has been asked to provide a transport assessment for the consent application. The assessment is outlined in this letter.

2. Site Location

Figure 1 shows the location of the site in the context of the Lake Tekapo township.



Figure 1: Site Location in Context of Lake Tekapo

Design with community in mind

The site is on Lakeside Drive, which provides access to the Tekapo Springs tourism activities as well as the Lakes Edge Holiday Park, a developing residential subdivision (Station Bay subdivision) and the lakefront.

Figure 2 shows the indicative location of the proposed tree climbing base station. It will be located south of the Power Boat & Water Ski Club and the boat ramp access, and opposite the Holiday Park.



Figure 2: Location of Proposed Base Station in Local Context

3. Existing Transport Environment

3.1 Lakeside Drive Formation

Lakeside Drive past the site has a sealed carriageway suitable for two-way vehicle movements at slow speeds. Photographs 1 and 2 show the road in front of where the tree climbing operation is proposed. On the lake-side of the road, there is a wide gravel area which is used for informal car parking. As highlighted in Figure 2, this area has a length of approximately 130m (capacity for approximately 45 vehicles parked at 2.8m spacings), from the boat ramp access to opposite the Station Bay Rise intersection where stormwater and landscaping treatment has been carried

out. There are no kerbs along this section of the road and there is unrestricted access to the parking area. Other areas nearby can also be used for informal parking, e.g. the area opposite the site visible in Photograph 1.



Photograph 1: Lakeside Drive Approximately at Proposed Base Station Location, Looking North



Photograph 2: Lakeside Drive Approximately 100m South of Proposed Base Station Location, Looking North

3.2 Lakeside Path

A concrete path, suitable for use by pedestrians and cyclists, has been constructed from the Lake Tekapo township along the lakeside, linking to the Tekapo Springs tourism activities to the north. Photograph 3 shows the path close to the location of the proposed base station.



Photograph 3: Lakeside Path

3.3 Lakeside Drive Traffic Volumes

Fulton Hogan, being the Council's roading contractor, has advised that daily traffic volumes during the peak summer season on Lakeside Drive (recorded in the January – February period in 2019 and 2022) are up to approximately 2,500 vehicles per day (vpd). Through the middle of the year traffic volumes are more typically 600-700vpd.

3.4 SH8 / Lakeside Drive Intersection

Lakeside Drive meets State Highway 8 (SH8) at a Stop-controlled T-intersection approximately 1km south-east of the site. This intersection has recently been upgraded to include a right turn bay on SH8 to cater to increasing activity along Lakeside Drive.

3.5 Existing Road Safety

A crash search has been carried out using Waka Kotahi's Crash Analysis System. One crash was reported at the SH8 / Lakeside Drive intersection during the most-recent five-year period of 2018-2022. This was a non-injury, rear end collision in 2019, prior to the right turn bay being installed.

No crashes were reported along Lakeside Drive.

This crash search does not reveal any safety concerns with the existing infrastructure.

4. Future Environment

Further development is consented along Lakeside Drive.

The Station Bay subdivision construction is underway and land is zoned for future stages. The Integrated Transport Assessment for the original rezoning, dated 2015, outlined that approximately 160 residential lots could be developed in addition to the camping ground, and they could generate up to approximately 1,300 vehicle movements per day (vpd) during the summer peak period.

A hotel has also been consented on Lakeside Drive, at its eastern end closest to the township. Transport evidence for the consent hearing in 2017 outlined that it could generate approximately 840vpd.

5. Proposed Development

A base station is proposed on the lake side of the path, as indicated below. The various other structures associated with the tree climb operation will be within the trees in the area.



Figure 3: Proposed Tree Climb Operation

At peak times of the year, there could be four or five staff employed and a maximum of 60 users at any time.

The base station will be accessed from the path, as indicated above. 12 cycle parking spaces for staff and customers are proposed at the base station in the form of cycle rails.

One accessible parking space will be signposted close to the base station. No other changes to Lakeside Drive or the existing informal parking area in front of the base station are proposed.

6. Traffic Generation and Parking Demand

The site is within walking distance of much of Lake Tekapo township and within an easy cycling distance of the whole township. Also, the lakeside path running between the township and Tekapo Springs makes the site very accessible by walking and cycling. Furthermore, the busiest days at the tree climbing operation will be fine weather days. Accordingly, it can be expected that a significant proportion of visitors to the site could arrive via active travel modes. For this assessment, it has been assumed that 30% of people could arrive by walking or cycling.

It is expected that this type of activity will attract families and other groups of people, including potentially organised groups in vans or other larger means of transport, resulting in relatively high vehicle occupancy rates. It is considered that an average vehicle occupancy of three passengers per vehicle is conservatively low for such an activity.

If there are 60 people visiting the attraction, with 70% arriving by vehicle and three people per vehicle, there could be car parking demand for approximately 10-15 vehicles. It is noted that the District Plan car parking requirement for a

recreational activity is one space per four people that the activity can accommodate, which would equate to 15 spaces, so the car parking demand estimate is likely in the right order.

If people stay for approximately an hour, there could be 15 vehicles arrive and 15 vehicles leave in a busiest hour.

While the activity will have the capacity for 60 users at one time, it is not expected to have 60 users present throughout even the busiest of days. The applicant has advised that 250 users in a day could be expected on a busy day. Based on 30% active mode use, and three people per vehicle, this level of activity would represent approximately 60 vehicles arriving and 60 vehicles leaving across the day.

Given the location of the site (on the way to Tekapo Springs) and the low-key nature of the activity, it is expected a lot of people arriving by vehicle will have already been passing by i.e. on their way to or from Tekapo Springs, or either leaving or returning to the residential activity in the area. While these 'pass-by' vehicle movements will potentially contribute to increased numbers of vehicle movements into and out of the informal parking areas on Lakeside Drive, they will not add to traffic volumes on the south-eastern section of Lakeside Drive, including at the SH8 / Lakeside Drive intersection. If 50% of vehicle movements are pass-by movements, the activity could add up to approximately 15 vehicle movements per hour (two-way) and 60 vehicle movements per day to the SH8 / Lakeside Drive intersection.

7. Assessment of Effects

7.1 Effects on Lakeside Drive

Vehicle speeds along Lakeside Drive are generally slow, due to the narrow width of the carriageway and the presence of traffic calming measures. The road has a reasonably straight alignment allowing good forward visibility for drivers. As is visible in the photographs presented earlier, the parking area along the front of the site is generally deep, allowing for reverse manoeuvring to occur clear of the Lakeside Drive carriageway. The informal car parking areas along Lakeside Drive are already used for car parking during busy times and drivers needing to be aware of vehicles manoeuvring is part of the existing environment.

As outlined, the increased number of vehicle manoeuvres to and from the Lakeside Drive car parking areas resulting from the proposed activity is expected to be small (up to 30 vehicle movements per hour or 120 vehicle movements per day adopted for assessment). 30 vehicle movements per hour equates to one additional vehicle movement either to or from one of the parking areas every two minutes on average. It is considered that at the busiest times on Lakeside Drive, this level of increase in vehicle manoeuvring activity will not be perceptible.

Similarly, an increased parking demand of 10-15 vehicles at the busiest times on Lakeside Drive is considered negligible when considering the available car parking supply and existing levels of activity.

7.2 Wider Effects

Allowing for pass-by traffic movements (which do not add to traffic volumes on Lakeside Drive south-east of the site or at the SH8 / Lakeside Drive intersection), the increase in use of Lakeside Drive south-east of the site and the SH8 / Lakeside Drive intersection generated by the proposed activity will be small. An additional approximately 60 vehicle movements per day is very small in the context of the existing traffic volumes on Lakeside Drive (up to 2,500vpd) and future consented activities (expected to be 1,300vpd for residential activity and 840vpd for hotel). It is noted that the development of these activities will increase the number of residents and visitors within easy walking distance of the proposed tree climb activity, likely contributing to a higher active mode usage by users. Recent improvements have been made to Lakeside Drive and the SH8 / Lakeside Drive intersection to cater for traffic growth on Lakeside Drive and the small potential increase in use of the road as a result of the proposed activity will have a negligible effect on the safe and efficient operation of the road.

8. District Plan Compliance

The Mackenzie District Plan Section 15 Transportation Section 2 Standards have been reviewed for compliance. Relevant standards are commented on below.

8.1 Car Parking Provision

Under Standard 2a, recreational facilities require a minimum of one car parking space per four persons designed to be accommodated. For a maximum of 60 users, 15 parking spaces would be required. No specific car parking for the activity is being provided since the activity is within a public space and there is abundant informal car parking along Lakeside Drive in the vicinity. It has been assessed that the proposed activity could generate a parking demand for 10-15 spaces at the busiest times and as outlined, this is considered negligible given the available car parking supply and the existing activities in the vicinity.

Standard 2d requires one space for people with disability for 10 to 50 parking spaces. Furthermore, the space shall be located as close as practicable to the building entrance, on a level surface and clearly signed. It is proposed to sign one accessible space in front of the base station. It will be ensured that the ground is reasonably level where the space is to be located, while remaining unsealed as it currently is. It is assessed that compliance with this standard is achieved, while noting that the nature of the activity is focussed on able-bodied people and not suitable for all levels of physical disability.

As no car parking is being provided specifically for the activity, it is assessed that other rules relating to matters such as manoeuvring and queuing space are not relevant. Similarly, there are no vehicle crossings to private property proposed and rules relating to vehicle crossings and access are not considered relevant.

8.2 Loading

Standard 2i requires a 6m long, 3m wide and 2.6m high loading space for offices and other non-goods handling activities, where the gross floor area is less than 500m² and where on street parking is available for occasional servicing by larger vehicles.

No loading space is proposed. Delivery vehicles are expected to be infrequent and small in size, if required at all (could possibly be a small drinks fridge or similar which needs to be re-stocked). Any small and infrequent delivery vehicles will be able to use the informal parking area in front of the base station and it is considered that any associated manoeuvring will have a negligible effect on the safe and efficient operation of Lakeside Drive.

9. Conclusion

It is concluded that the proposed tree climbing activity is well located to attract customers by active travel modes. It is expected to generate low volumes of traffic, and much of this traffic would be expected to be pass-by traffic already on Lakeside Drive. Accordingly, it will have a negligible effect on the safety and efficiency of Lakeside Drive south-east of the site and the SH8 / Lakeside Drive intersection. Locally, the activity will result in an increase in the number of vehicle manoeuvres and car parking demand along Lakeside Drive. However, it has been assessed that the additional manoeuvring will occur safely with negligible effects on the operation of Lakeside Drive and the increase in car parking demand will be negligible in the local context.

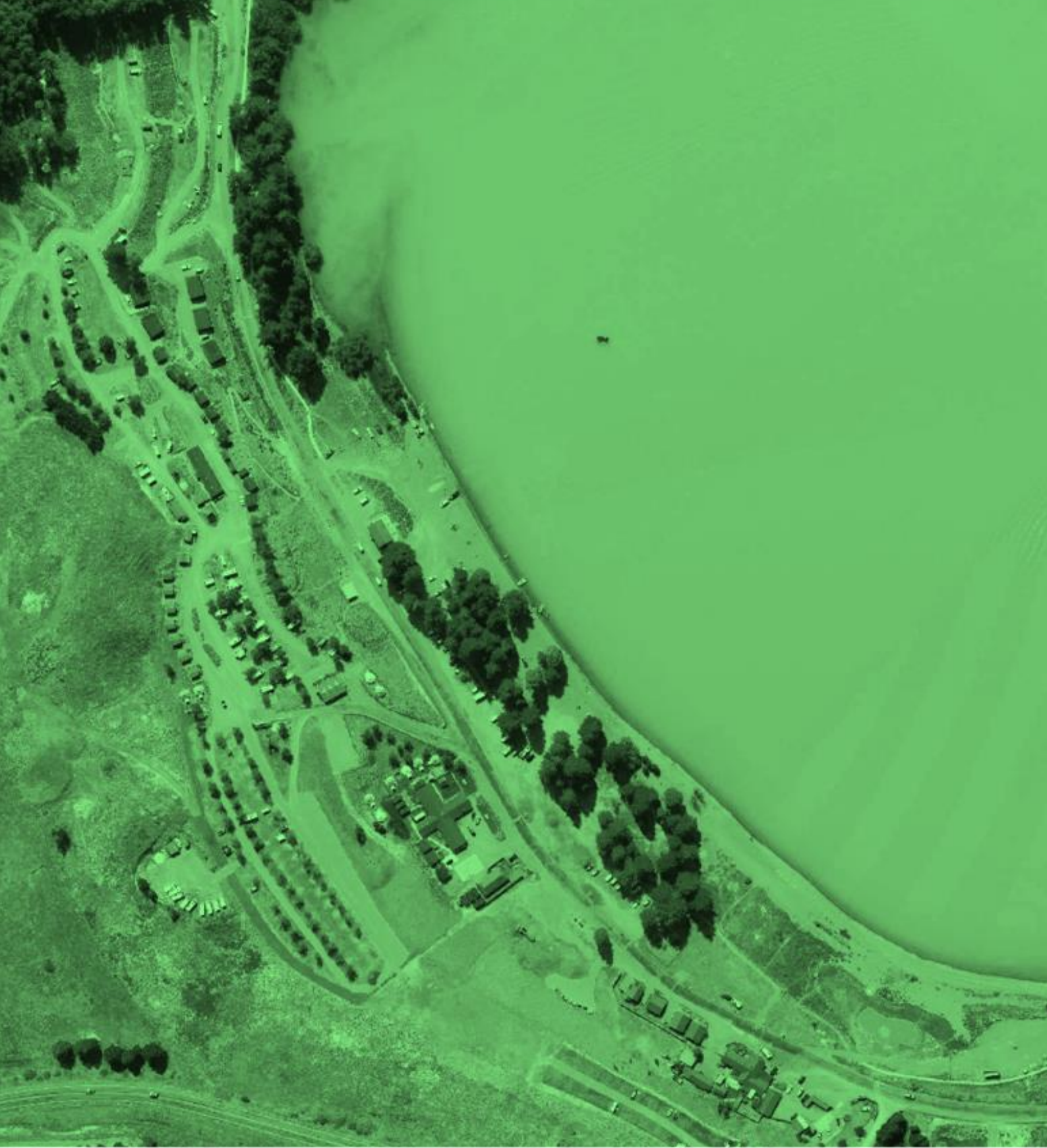
Please do not hesitate to contact the undersigned if you have any queries.

Yours sincerely

Stantec New Zealand

Andrew Leckie
Senior Transportation Engineer

APPENDIX 7 – ACOUSTIC ASSESSMENT



Project: **Tree Climb Ropes**

Prepared for: **QCP Limited
c/o Davis Ogilvie & Partners Limited
8a Fairlie Tekapo Rd
7987**

Attention: **Jamie McMurtrie**

Report No.: **Rp 001 R01 20230390**

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Document Control

Status:	Rev:	Comments	Date:	Author:	Reviewer:
Approved	-		2 August 2023	J Gavia	G Walton
Approved	R01	Minor amendments	16 Nov 2023	J Gavia	G Walton

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APPENDIX A GLOSSARY OF TERMINOLOGY

APPENDIX B PROPOSED SITE LAYOUT

1.0 INTRODUCTION

Marshall Day Acoustics has been engaged by QCP Limited to assist with a noise assessment for the proposed Tree Climb Ropes Course located at Lakeside Drive, Lake Tekapo.

This report provides:

- Review relevant documentation and architectural drawings;
- An overview of the applicable Mackenzie District Plan noise standards;
- Predicted noise emissions from site activities at the nearest residential zone (Station Bay Subdivision) and relevant receivers.

A glossary of terminology is provided in Appendix A.

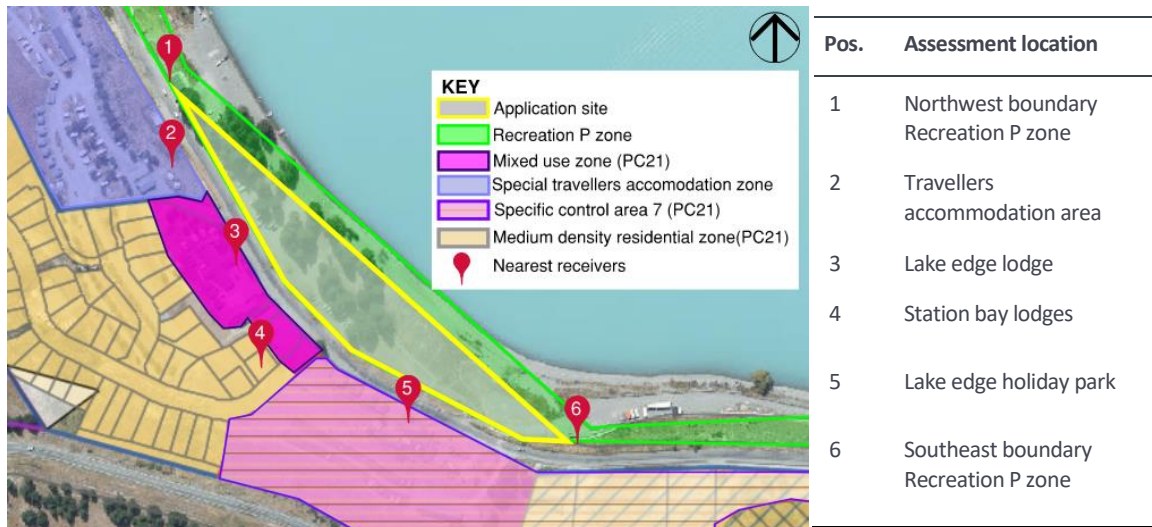
2.0 PROPOSED ACTIVITY

2.1 Proposed site and surrounding environment

The proposed Tree Climb Ropes Course is located at Lakeside Drive, application site, zoning and nearest receivers are shown in Figure 1 below. The proposed site and adjacent areas are zoned as *Recreation P*, nearest receivers to the north-west as *Special Travellers Accommodation*, under the Mackenzie District Plan.

We noted the properties to the south are zoned as: *Mixed use (PC21)*, *Specific control area 7(PC21)* and *Medium density residential (PC21)* according to the current zoning highlighted in the *Plan Change 21* that became operative in September 2023.

Figure 1: Site location, zoning, and nearest receivers



3.0 APPLICABLE DISTRICT PLAN NOISE LIMITS

As previously shown in Figure 1, the site and adjacent areas are zoned *Recreation P*, properties to the north-west are zoned: *Special travellers accommodation*, *mixed use (PC21)* and *Specific control area 7(PC21)* respectively.

The applicable noise limits are set out in 9.3.5 Rule Part (iii) (b), and are summarised in Table 1:

Table 1: McKenzie District Plan noise standards

Receiving zone	Time period	Noise Limits
<i>Recreation P</i>		
Activities shall be carried out within the Recreation P Zone so that the following noise limits are not exceeded:	0700-2000	50 dB L _{A10}
	2200-0700	40 dB L _{A10} 70 dB L _{max}
<i>Residential zone - Specific control area 7</i>		
All activities shall be designed and conducted so as to ensure that the following noise levels are not exceeded at any point within the boundary of any other site within the Residential Zone:	0700-2000 (including any Sunday)	50 dB L _{A10}
	2200-0700	40 dB L _{A10} 70 dB L _{max}
<i>Mixed use zone- Business zone- Traveller Accommodation zone</i>		
Rule 6.4.1g refers “The noise standard in the Village Centre Zone shall apply”.	0700-2000	65 dB L _{A10}
On any site activities shall be designed and conducted such that the following noise levels are not exceeded at any point within the boundary of any other site within the Village Centre zone:	2200-0700	55 dB L _{A10}
	On any day between 9.00pm and 7.00am (next day)	85 dB L _{max}

4.0 PREDICTED NOISE LEVELS

This section describes the methodology and noise source details we have used to estimate the potential noise impacts of the tree climb ropes course.

Due to the variable nature of sound sources associated with adventure parks, we have divided the noise sources for our assessment into three different groups: noise from riders, ziplines and traffic generated at the car park.

4.1.1 Noise from ride users

Regarding noise generation, it's important to acknowledge that there will be considerable variation in noise levels among users, and even the same user may produce different noise levels at various times. Consequently, in practical scenarios, even if we consider the maximum number of vocalisation events assumed, the overall time-averaged noise levels may turn out to be lower than the predicted values.

This report assumes a male voice source for the analysis. However, it's worth noting that a male voice might produce more overall energy (by around 7 dB)¹, than a female voice, which we have assumed as a worst-case scenario.

4.1.2 Noise from ziplines/ flying fox

In our calculations, we have taken a cautious approach by using a conservative sound level obtained from measurements of similar climb ropes courses and adventure parks in New Zealand, which share a similar height and length to the proposed Tree Climb Course. In our noise model, we have

¹ For example, from research by Cushing et al “Vocal effort levels in anechoic conditions” Applied Acoustics Vol. 72, 2011.

accounted for ziplines and treated them as suspended line sources positioned at a height of 3.5 to 4 metres above ground level. This conservative scenario ensures that they are not shielded or obstructed by objects or fences located at ground level.

4.1.3 Traffic noise within the car park

Despite the presence of an existing car park that is already integrated into the environment, the proposed Tree Climb Course may still have a potential impact on the area. Specifically, this impact relates to the vehicles of the users of the Tree Climb Course when accessing or leaving the car park. This involves the inherent noise generated by cars and the associated noise from slamming doors, which we have included as part of our assessment.

4.1.4 Summary of assumptions

Following Table 2 summarises the assumptions for each noise source and the noise input data used in our calculations in terms of sound power level.

Table 2: Summary of assumptions and sound power level for each activity

Activity	Description	Noise Source Level
Noise from riders	There may be up to 60 users on the course at any one time (during peak periods). Each person has a maximum of 2 hours to complete the course We have assumed 4 people screaming at loud level (one at each line) during 10 seconds per 15mins. Noise source high at noise model: 3.5 metres <i>Special Audible Characteristics correction has been applied, a penalty of 5 dB due significant tonal component on the middle frequency bands.</i>	104 dB L _{WA} (L _{A10} basis)
Zip Lines/ Belays	4 Ziplines around the proposed site Total number of rides within the course per hour: 120 Total number of rides within the course per 15 minutes: 30 Noise source high at noise model: 3.5 metres	85 dB L _{WA} (L _{A10} basis)
On-site Car Parks	During the busiest hour 15 vehicles arrive and 15 vehicles leave, therefore: Estimated car movements peak hour: 30 Estimated car movements per 15 minutes: 8	70 dB L _{AE} at 3 metres

4.1.5 Proposed tree climb activities

Figure 2 illustrates the proposed layout of the ropes course, providing an overview of its operational structure and location of the potential noise sources within the course. For our assessment, we have assumed the proposed facility will operate during daylight hours 365 days per year.

Figure 2: Tree climb rope course layout



4.1.6 Predicted noise levels

In our assessment we have assumed a worst-case scenario during a busiest day when an estimated 300 people are visiting the proposed facility using all the attractions simultaneously.

We anticipated that this scenario is conservative and is not likely to occur during most of the time.

The predicted noise levels for daytime at the boundaries of the nearest properties/business are shown in the following Table 3.

Table 3: Predicted daytime and night-time noise level at the notional boundary of residential receivers.

Pos	Assessment location	Predicted daytime noise level, dB LA10	Daytime noise limit dB LA10	Daytime Complies? Yes/No
1	Northwest boundary Recreation P zone	51	65	Yes
2	Travellers accommodation area	51	65	Yes
3	Lake edge lodge	50	65	Yes
4	Station bay lodges	47	50	Yes
5	Lake edge holiday park	48	50	Yes
6	Southeast boundary Recreation P zone	49	65	Yes

Based on the predicted noise levels, the proposed course activities can operate within permissible noise limits during daytime hours.

5.0 ASSESSMENT OF NOISE

We assumed the worst-case scenario for each noise source within the proposed course, considering that the facility would be operating at 100% capacity during the busiest season. However, it should be noted that in practice, noise levels received at the nearest receivers are expected to be 5-10 dB lower than the predicted levels during most times of the year.

Our assessment is based on conservative assumptions that noise from vocalisations will occur frequently and at tree-top height with no screening in place and the activity will comply with the permitted noise levels.

Regarding mechanical noise from zip lines, and even when the zip lines are located at 3.5 – 5m height above the ground level with no screening in place, our calculations indicate this noise source is not dominant during the tree climb activities.

Along with associated traffic movements in the car park area, cars accessing and departing will comply with the District Plan permitted activity noise limit of 50 dB L_{A10} during daytime for residential, mixed use, and recreational receivers.

Based on our assessment, we consider that activities on site can result in acceptable noise effects which we consider to be suitable for the protection of the recreational and residential environment of this area.

APPENDIX A GLOSSARY OF TERMINOLOGY

A-weighting	The process by which noise levels are corrected to account for the non-linear frequency response of the human ear.
dB	<u>Decibel</u> The unit of sound level. Expressed as a logarithmic ratio of sound pressure P relative to a reference pressure of $P_r=20 \mu\text{Pa}$ i.e. $\text{dB} = 20 \times \log(P/P_r)$
dBA	The unit of sound level which has its frequency characteristics modified by a filter (A-weighted) so as to more closely approximate the frequency bias of the human ear.
$L_{A10}(t)$	The A-weighted noise level equalled or exceeded for 10% of the measurement period. This is commonly referred to as the average maximum noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
$L_{Aeq}(t)$	The equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
L_{Amax}	The A-weighted maximum noise level. The highest noise level which occurs during the measurement period.
SEL or L_{AE}	<u>Sound Exposure Level</u> The sound level of one second duration which has the same amount of energy as the actual noise event measured. Usually used to measure the sound energy of a particular event, such as a train pass-by or an aircraft flyover
SPL or L_p	<u>Sound Pressure Level</u> A logarithmic ratio of a sound pressure measured at distance, relative to the threshold of hearing ($20 \mu\text{Pa}$ RMS) and expressed in decibels.
SWL or L_w	<u>Sound Power Level</u> A logarithmic ratio of the acoustic power output of a source relative to 10^{-12} watts and expressed in decibels. Sound power level is calculated from measured sound pressure levels and represents the level of total sound power radiated by a sound source.

APPENDIX B PROPOSED SITE LAYOUT



APPENDIX 8 – PRE-APPLICATION FEEDBACK

Archived: Tuesday, 12 December 2023 11:18:04 pm

From: [Penny Gallagher](#)

Sent: Wednesday, 22 March 2023 3:38:59 pm

To: [Aaron Hakkaart](#)

Cc: [Glen McLachlan](#)

Subject: [#DOA 1333] TM1333 - Proposed Tree Climb Activity, Lakeside Drive

Importance: Normal

Sensitivity: None

Hi Aaron,

Here is a quick summary of the key points from yesterday's meeting regarding the proposed establishment and operation of a tree climb course on a site at Lakeside Drive, Lake Tekapo . Please let me know if there is anything I have missed or misinterpreted.

Experts Likely Required to Support Application

- Traffic impact assessment. This will also need to look at the State Highway intersection and may require discussions with Waka Kotahi.
- Visual assessment which considers how the activity will sit within the landscape and visual effects on neighbouring properties.

Notification

Affected Party Approval will likely be required from:

- AEC, as representatives of runanga, as Lake Tekapo has a statutory acknowledgement
- Waka Kotahi (potentially – depending on the outcomes of the traffic impact assessment)
- Genesis Energy due to proximity to the lake and operating easements
- Power Boat Club
- Camping Ground

Notwithstanding this, Aaron made comment that due to nature of this application special circumstances may apply meaning that the application may be publicly notified.

Lease Agreement and Community Board

- Aaron confirmed that this process runs separately from the resource consent process. Affected Party Approval will not likely be required from Tekapo Community Board.
- Aaron to touch base with Council's property team to confirm nature of lease arrangement.
- Jamie McMurtrie presenting concept to Tekapo Community Board 27 March in a publicly excluded session.

PENNY GALLAGHER / Consultant Planner / penny.g@do.nz / MAppSci BA Assoc NZPI

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Archived: Tuesday, 12 December 2023 11:18:18 pm

From: [Nina Zhang](#)

Sent: Mon, 3 Jul 2023 00:58:20

To: [Penny Gallagher](#)

Subject: RE: TM30648 - Feedback Sought - Proposed Tree Climb Activity - Lakeside Drive, Lake Tekapo

Importance: Normal

Sensitivity: None

Kia ora Penny,

Thank you so much for your patience, and I hope you had a lovely weekend.

I have obtained feedback from the internal team, and here is a summary of Genesis' preliminary feedback on the proposed Tree Climb Activity on Lakeside Drive.

When Genesis operates at all near Maximum Control Level (which varies between 709.7 and 710.9 meters above sea level) or in flood, the identified area may be inundated by water. The lake level could exceed the Maximum Control Level in a flood event. For example, the 'maximum design level' is 713.05 meters above sea level. Genesis recommends that any developments be above the 713 m contour line, notwithstanding that Genesis is not liable for any property/infrastructure damage within its easement due to high lake levels, even if development is above 713 m.

Moreover, it appears only some of the proposed activity is within LOT 5 DP 455053 as described. From the plans shown attached, some areas are within the bed of Lake Tekapo / Section 7 SO 455486, and this area is LINZ owned, with a Genesis Operating Easement. Also, some trees are within Lot 2 DP 562455 (a paper road).

Genesis requests that the applicant considers the lake operating range and flood level to ensure that future flood events will not negatively impact it.

If the application progresses, Genesis requests to be considered as an affected party to this application.

Many thanks.

Kia pai tō wiki!
Have a good week!

Kind regards,

Nina



Nina Zhang ([she/her](#)) | Property Portfolio Manager | Kaiwhakahaere Papa Whenua
Genesis Energy Ltd | Level 6, 155 Fanshawe Street, Auckland CBD 1010
M. +64 21 049 8058 DDI. +64 9 303 2681 [in](#) [f](#)
E. nina.zhang@genesisenergy.co.nz

From: Karen Sky <Karen.Sky@genesisenergy.co.nz>

Sent: Thursday, 11 May 2023 9:03 am

To: Ellie Watson <Ellie.Watson@genesisenergy.co.nz>

Cc: Anna Doak <anna.doak@genesisenergy.co.nz>; Lisa Reeve <Lisa.Reeve@genesisenergy.co.nz>

Subject: FW: TM30648 - Feedback Sought - Proposed Tree Climb Activity - Lakeside Drive, Lake Tekapo

not sure why this came to me – maybe you got it also

From: Penny Gallagher <penny.g@do.nz>

Sent: Wednesday, 10 May 2023 11:33 pm

To: Karen Sky <Karen.Sky@genesisenergy.co.nz>

Subject: TM30648 - Feedback Sought - Proposed Tree Climb Activity - Lakeside Drive, Lake Tekapo

You don't often get email from penny.g@do.nz. [Learn why this is important](#)

We would like to seek initial feedback from Genesis Energy on the following proposal:

Our client, QCP Limited, proposes to establish and operate a Tree Climb course on a site at Lakefront Drive, Lake Tekapo (Lot 5 DP 455053 RT584960). See attached draft Concept Plans.

Most of the activity will be above ground level and suspended between the existing trees, however there will be a base building which will contain the ticket office and provide access to the course.

The proposal is in its infancy, and we would like to seek initial feedback from Genesis on the proposal, given the sites proximity to Lake Tekapo and the Genesis Easement which traverses the site.

The site is owned by Mackenzie District Council and is zoned Passive Recreation. Resource consent will be required from Mackenzie District Council and we will of course consult with Genesis through that process as well.

Please let me know if you require any additional information to be able to provide your initial feedback.

Many thanks and best regards,
Penny Gallagher

Parcel Information

Marks
Vectors
Parcels
Survey Plans
Company Data

Appellation: **Lot 5 DP 455053**

Address:

Land District: Canterbury

Surveyed Area: 1.477 ha

Calculated Area: 1.4762 ha

Parcel Intent: Fee Simple Title

Parcel Id: 7431355

Parcel Status: Current

Titles: 584960 [Grip](#) [LINZ](#)

Owners: Mackenzie District Council

PENNY GALLAGHER / Consultant Planner / penny.g@do.nz / MAppSci BA Assoc NZPI
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 ENGINEERS / SURVEYORS / PLANNERS
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12 April 2023

Penny Gallagher
Davis Ogilvie (Aoraki) Limited
Sent by email: penny.g@do.nz

Kia ora Penny

TM30648 PROPOSED TREE CLIMB ROPE COURSE AT LAKE TAKAPO

Thank you for providing Aoraki Environmental Consultancy (AEC) with QCP Limited's proposal to establish and operate a tree climb ropes course on an area of land at Lakefront Drive, Lake Takapo. The land being owned by Mackenzie District Council.

Te Rūnanga o Arowhenua (Arowhenua) is not able to fully agree with this proposal. Arowhenua does not have any concerns with having a rope climbing course in the vicinity of Lake Takapo. The concerns of Arowhenua relate to the use of the pine trees on the site to form the course. The pine tree species on the site are all species which contribute to the wilding pine problem in the Mackenzie district.

Arowhenua would like pines that are a seed source for wilding pines to be removed from public land and indigenous species established in their place. Arowhenua is concerned if a business establishes on the site that is reliant on the pines then removing these will be delayed.

If the rope climb course was constructed in a different manner and setback from the lake with no contaminant runoff risk, then this would be more likely to be supported by Arowhenua.

Please let me know if you require any further information.

Ngā mihi,



Ally Crane
General Manager
Aoraki Environmental Consultancy Limited
Mobile: 027 643 9686 | Office: 03 684 8723

Archived: Tuesday, 12 December 2023 11:18:53 pm

From: Penny Gallagher

Sent: Wednesday, 10 May 2023 4:10:28 pm

To: Rachel Bjornsson

Subject: RE: TM30648 - Proposed Tree Climb Ropes Course - Lake Tekapo Email-052805068

Importance: Normal

Sensitivity: None

Hi Rachel,

Thanks for your initial feedback.

The location of the site is on Lakeside Drive, Lake Tekapo (no nominated street address) – as per blue X on the aerial below.

We have been in touch with AEC regarding the statutory acknowledgement associated with Lake Tekapo.

Regards,

Penny



From: Rachel Bjornsson <rachel.bjornsson@ecan.govt.nz>

Sent: Wednesday, May 10, 2023 3:38 PM

To: Penny Gallagher <penny.g@do.nz>

Subject: RE: TM30648 - Proposed Tree Climb Ropes Course - Lake Tekapo Email-052805068

Kia ora Penny

Thank you for your email.

As you noted, it is possible a consent may be required around the stormwater rules under the Land and Water Regional Plan (see attached), unless it is being discharged into the District Councils network. I would recommend that if you are unsure about any of the requirements from the attached stormwater rules, to have a preapplication meeting with a consent planner to ensure appropriate authorisation is obtained. This can be arranged via the form from the link below;

<https://www.ecan.govt.nz/do-it-online/resource-consents/understanding-consents/2-pre-application-service-and-other-advice/>

In regard to excavation works, the appropriate rules that apply is dependent upon the location. Please do let me know the address, and I will double check if the site is within any areas that may require further notification/authorisation, eg Runanga sensitive areas, Archaeological sites, drinking water protection zones, or potentially contaminated land.

If you have any further enquiries, please reply to this email or call Customer Services (details below).

How did we do today?

Give us your [feedback here](#).

Ngā mihi

Rachel Bjornsson

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----- Original Message -----

From: Penny Gallagher <penny.g@do.nz>;
Received: Tue May 09 2023 11:39:52 GMT+1200 (New Zealand Standard Time)
To: ECINFO <ecinfo@ecan.govt.nz>;
Subject: TM30648 - Proposed Tree Climb Ropes Course - Lake Tekapo

Good morning,

In confidence, our client (QCP Limited) is looking to establish and operate a Tree Climb ropes course on an area of land at Lakefront Drive, Lake Tekapo. The land is owned by Mackenzie District Council and adjoins Lake Tekapo. Please see attached the Concept Site Plan – this is currently being refined in order to be lodged as part of the resource consent application.

- In a nutshell,
- The base building will be shipping containers (clad in timber). It will contain a ticket office and provide access to the ropes course. It will not be connected to sewage or water networks.
 - Stormwater generated from the rope course and building will be discharged to ground and / or to Council's network. There will be no discharge to Lake Tekapo.
 - There will be minimal earthworks and this will be limited to establishing the base building (greater than 50m from the Lake).

In terms of consenting, there may be a requirement to get discharge consent for the discharge of stormwater (construction and built phase), however we have not identified the requirement for any other ECan resource consents.

Please can you let me know if there are any issues which stand out or matters which may require resource consent. Happy to arrange a pre-application meeting if you see this as necessary.

We have had pre-application meeting with MDC and have been liaising with AEC and other affected parties.

Many thanks,
Penny Gallagher

PENNY GALLAGHER / Consultant Planner / penny.g@do.nz / MAppSci BA Assoc NZPI
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