

DRAFT PROPOSED CONDITIONS

INTRODUCTION

Structure of Conditions of Consent

This document sets out the comprehensive set of proposed conditions to support the delivery of the Project sought through this Substantive Application (Application). The proposed conditions have been prepared in accordance with Schedule 5 clause 18, Schedule 6 clause 8, and Schedule 7 clause 6 of the Fast-track Approvals Act (FTAA).

This document includes an Interpretation section containing defined terms and acronyms used throughout the conditions, and Schedule 1, which lists the plans, drawings and other documents incorporated by reference and relevant to the implementation of the Project.

The proposed conditions are then organised according to the relevant approval and consenting authority and presented in separate condition tables as follows:

Part A – Resource Consent Conditions

- **General Conditions applicable to all Resource Consents:** This sets out the general conditions that apply across all resource consents sought for the Project.
- **QLDC Land Use Consent Conditions:** This sets out the land use conditions required to manage the design, construction, operation and occupation of the Project. The conditions address the delivery of internal and external infrastructure, transport and access upgrades, servicing, landscaping, building design, construction activities and the management of associated environmental effects.
- **QLDC Subdivision Consent Conditions:** This sets out the subdivision conditions necessary to enable the creation of allotments, roads, reserves and easements associated with the Project.
- **ORC Land Use Consent Conditions – External Infrastructure Earthworks:** This sets out the regional land use conditions relating to the earthworks sought by this application for the construction of external infrastructure.
- **ORC Discharge Consent Conditions – External Infrastructure Earthworks:** This sets out the regional discharge conditions relating to the discharge of sediment-laden water associated with the external infrastructure earthworks sought by this application.

Part B Wildlife Authorisation Conditions: This Part sets out the conditions relating to the wildlife authorisations sought for the Project.

Part C Concession Conditions: This Part sets out the conditions relating to the concession required to authorise activities on Crown land (Kawarau River marginal strip) associated with the Project.

Detailed Design and Engineering Acceptance

To support efficient delivery of the Project and ensure clarity of responsibility for engineering approvals, it is noted that within QLDC the Property & Infrastructure (P&I) Department typically undertakes Engineering Approvals (EA) for capital works and network infrastructure, while the Planning & Development (P&D) Department generally certifies internal site infrastructure.

Given the integrated nature of the civil works required for this project, including three waters, transport, earthworks interfaces, and vested infrastructure, it would be inefficient and impractical for EA responsibilities to be split between departments. A divided approval pathway would result in scenarios where P&I certifies infrastructure up to a site boundary, only for P&D to assume responsibility for the remaining length of the same pipe, road, or network element. This fragmentation creates unnecessary duplication, inconsistent technical oversight, and avoidable delays.

Accordingly, in the interests of efficiency, effectiveness, and coherent network integration, the conditions require that all Engineering Approvals for the project, both external and internal, including vested assets, be processed and certified solely by QLDC's Property & Infrastructure (P&I) department. This unified approach ensures consistent engineering standards and streamlined communication, for all infrastructure approvals.

INTERPRETATION

General Terms

The terms and acronyms used throughout these conditions have the meanings set out below.

Term	Definition
AEP	Annual Exceedance Probability
CNVMP	Construction Noise and Vibration Management Plan
Consent authority	Queenstown Lakes District Council; Otago Regional Council
Consent Holder	Means Simplicity Living Limited
Commercial Development Lot 5	Refers to the proposed lot 5 which will function as a Local Shopping Centre, located at the corner of Lower Shotover Road and Road C1.
COP	QLDC Code of Practice
CSP	Construction Sequencing Plan
DOC	Department of Conservation
EA	Engineering Acceptance
EMP	Environmental Management Plan
ESCP	Erosion and Sediment Control Plan
External Infrastructure	Relates to infrastructure work that is external to the following lots: • Lot 3 DP 606744 • Lot 2 DP 617529 • Section 9 SO 485598 • Lot 2 DP 606744

	Lot 4 DP 606744
FFL	Finished Floor Level
FTAA	Fast-track Approvals Act 2024
HNZPT	Heritage New Zealand Pouhere Taonga
Internal Infrastructure	Relates to infrastructure that is within the following lots: - Lot 3 DP 606744 - Lot 2 DP 617529 - Section 9 SO 485598 - Lot 2 DP 606744 - Lot 4 DP 606744
LMP	Lizard Management Plan
NZGTTM	New Zealand Guide to Temporary Traffic Management
NZTA	New Zealand Transport Agency Waka Kotahi
O&M	Operation and Maintenance Manual
Open Space Lot 7	This refers to the proposed Lot 7 which is intended to be used for recreation purposes. This lot may be vested in QLDC if it is eligible for development contribution credits.
ORC	Otago Regional Council
Permanent Occupation	Long-term occupation of units by permanent residents
P&I	QLDC Property and Infrastructure Department
PDP	Proposed District Plan
Project	The development authorised by these approvals
QLDC	Queenstown Lakes District Council
RMA	Resource Management Act 1991
Site	The land subject to the application
SQEP	Suitably Qualified and Experienced Person
STMS	Site Traffic Management Supervisor
Structure Plan	Te Pūtahī Ladies Mile Structure Plan
Temporary Worker Accommodation	Temporary occupation of units during construction by employees and/or contractors of the consent holder
TMP	Traffic Management Plan
TTMP	Temporary Traffic Management Planner
Working days	As defined in Section 2 of the Resource Management Act 1991

SCHEDULE 1

Architectural Plans

- Masterplan – Drawing Number SK07, prepared by Brewer Davidson, dated 30/07/2026.
- Visual Simulation Viewpoint Location and Building Heights – Drawing Number SK10, prepared by Brewer Davidson, dated 30/07/2026.
- Building Heights – Drawing Number SK11, prepared by Brewer Davidson, dated 30/07/2026.
- Material Palette – Drawing Number SK44, prepared by Brewer Davidson, dated 30/07/2026.
- Elevation - Lower Shotover/SH6 – Drawing Number SK45, prepared by Brewer Davidson, dated 30/07/2026.
- Elevations - Collector Road – Drawing Number SK46, prepared by Brewer Davidson, dated 30/07/2026.
- Elevations - East Boundary – Drawing Number SK47, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Road 01 - Road 05 – Drawing Number SK48, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Road 02 – Drawing Number SK49, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Promenade – Drawing Number SK50, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Road 01 - Road 03 – Drawing Number SK51, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Road 01 - Cycle Lane – Drawing Number SK52, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Road 06 – Drawing Number SK53, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Courtyards – Drawing Number SK54, prepared by Brewer Davidson, dated 30/07/2026.
- HIRTB Sections Along Eastern and Northern Boundary – Drawing Number SK55, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Collector Road – Drawing Number SK56, prepared by Brewer Davidson, dated 30/07/2026.
- Sections - Typical Road – Drawing Number SK57, prepared by Brewer Davidson, dated 30/07/2026.
- Easement Plan – Drawing Number SK82, prepared by Brewer Davidson, dated 30/07/2026.
- Apartment Typologies – Drawing Number SK83, prepared by Brewer Davidson, dated 30/07/2026.

- Walk Up Typologies – Drawing Number SK84, prepared by Brewer Davidson, dated 30/07/2026.

Approved Noise Model Plan

- Noise – Figure 7 Appendix B of the Acoustic Assessment prepared by Bladon Bronka Acoustics, Revision 2.1, dated 28/07/2026

Lighting Plans

- Private Lighting Design Page 1 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Private Lighting Design Page 2 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Private Lighting Design Page 3 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Private Lighting Design Page 4 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Private Lighting Design Page 5 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Private Lighting Design Page 6 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Public Lighting Design Page 1 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.
- Public Lighting Design Page 2 – Reference 225439, Revision A, prepared by Electrical Consulting Services Ltd, dated 17/07/2026.

Landscape Design Drawings

- Landscape Master Plan – Drawing number 2570/03, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Open Space 01 – Drawing number 2570/04, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Open Space 02 – Drawing number 2570/05, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Open Space 03 – Drawing number 2570/06, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Open Space 04 – Drawing number 2570/07, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Open Space 05 – Drawing number 2570/08, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Theme – Meadow – Drawing number 2570/09, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Theme – Rockery – Drawing number 2570/10, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Theme – Tussock – Drawing number 2570/11, Revision A, prepared by Greenwood Associates, dated 17/07/2026.

- Planting Sheet Location Plan – Drawing number 2570/12, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 01 – Drawing number 2570/13, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 02 – Drawing number 2570/14, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 03 – Drawing number 2570/15, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 04 – Drawing number 2570/16, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 05 – Drawing number 2570/17, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 06 – Drawing number 2570/18, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 07 – Drawing number 2570/19, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 08 – Drawing number 2570/20, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 09 – Drawing number 2570/21, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 10 – Drawing number 2570/22, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 11 – Drawing number 2570/23, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 12 – Drawing number 2570/24, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Planting Plan 13 – Drawing number 2570/25, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Palette – Trees – Drawing number 2570/26, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Palette – Fill 01 – Drawing number 2570/27, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Palette – Fill 02 – Drawing number 2570/28, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Palette – Fill 03 – Drawing number 2570/29, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Plant Details – Drawing number 2570/30, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Hardscape Sheet Location Plan – Drawing number 2570/31, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Hardscape Plans 01–13 – Drawing numbers 2570/32 to 2570/44, Revision A, prepared by Greenwood Associates, dated 17/07/2026.

- Hardscape Palette 01 – Drawing number 2570/45, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Hardscape Palette 02 – Drawing number 2570/46, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Wayfinding Plan – Drawing number 2570/49, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Fencing Plan – Drawing number 2570/50, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Sections 01 – Drawing number 2570/51, Revision A, prepared by Greenwood Associates, dated 17/07/2026.
- Sections 02 – Drawing number 2570/52, Revision A, prepared by Greenwood Associates, dated 17/07/2026.

Engineering Plans

- Earthworks Cut and Fill Overall Plan – Drawing Number 4163-210, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Overall Plan – Drawing Number 4163-300, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Plan Sheet 1 of 5 – Drawing Number 4163-301, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Plan Sheet 2 of 5 – Drawing Number 4163-302, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Plan Sheet 3 of 5 – Drawing Number 4163-303, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Plan Sheet 4 of 5 – Drawing Number 4163-304, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Plan Sheet 5 of 5 – Drawing Number 4163-305, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Long Sections Collector Road – Drawing Number 4163-310, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Long Sections Road 01, 02 & 03 – Drawing Number 4163-311, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Long Sections Road 04, 05 & 07 – Drawing Number 4163-312, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Long Sections Road 06, 06a & 08 – Drawing Number 4163-313, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Typical Cross Sections Sheet 1 of 3 – Drawing Number 4163-360, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Typical Cross Sections Sheet 2 of 3 – Drawing Number 4163-361, Revision A, prepared by McKenzie & Co, dated 14/07/2026.

- Roding Typical Cross Sections Sheet 3 of 3 – Drawing Number 4163-362, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Sight Distance Overall Plan – Drawing Number 4163-370, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 1 of 7 – Drawing Number 4163-371, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 2 of 7 – Drawing Number 4163-372, Revision A, prepared by McKenzie & Co, dated 31/07/2026. Roding Sight Distance Plan Sheet 3 of 7 – Drawing Number 4163-373, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 4 of 7 – Drawing Number 4163-374, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 5 of 7 – Drawing Number 4163-375, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 6 of 7 – Drawing Number 4163-376, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Sight Distance Plan Sheet 7 of 7 – Drawing Number 4163-377, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Overall Plan – Drawing Number 4163-380, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 1 of 9 – Drawing Number 4163-381, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 2 of 9 – Drawing Number 4163-382, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 3 of 9 – Drawing Number 4163-383, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 4 of 9 – Drawing Number 4163-384, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 5 of 9 – Drawing Number 4163-385, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 6 of 9 – Drawing Number 4163-386, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 7 of 9 – Drawing Number 4163-387, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 8 of 9 – Drawing Number 4163-388, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Vehicle Swept Plan Sheet 9 of 9 – Drawing Number 4163-389, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Roding Standard Details Sheet 1 of 3 – Drawing Number 4163-390, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Roding Standard Details Sheet 2 of 3 – Drawing Number 4163-391, Revision A, prepared by McKenzie & Co, dated 14/07/2026.

- Rooding Standard Details Sheet 3 of 3 – Drawing Number 4163-392, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Overall Plan – Drawing Number 4163-400, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Plan Sheet 1 of 5 – Drawing Number 4163-401, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Plan Sheet 2 of 5 – Drawing Number 4163-402, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Plan Sheet 3 of 5 – Drawing Number 4163-403, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Plan Sheet 4 of 5 – Drawing Number 4163-404, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Plan Sheet 5 of 5 – Drawing Number 4163-405, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Long Sections Sheet 1 of 15 – Drawing Number 4163-410, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 2 of 15 – Drawing Number 4163-411, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 3 of 15 – Drawing Number 4163-412, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 4 of 15 – Drawing Number 4163-413, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 5 of 15 – Drawing Number 4163-414, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 6 of 15 – Drawing Number 4163-415, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 7 of 15 – Drawing Number 4163-416, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 8 of 15 – Drawing Number 4163-417, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 9 of 15 – Drawing Number 4163-418, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 10 of 15 – Drawing Number 4163-419, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 11 of 15 – Drawing Number 4163-420, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 12 of 15 – Drawing Number 4163-421, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 13 of 15 – Drawing Number 4163-422, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Long Sections Sheet 14 of 15 – Drawing Number 4163-423, Revision A, prepared by McKenzie & Co, dated 14/07/2026.

- Stormwater Long Sections Sheet 15 of 15 – Drawing Number 4163-424, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater Soakhole Catchment Overall Plan – Drawing Number 4163-450, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 1 of 7 – Drawing Number 4163-451, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 2 of 7 – Drawing Number 4163-452, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 3 of 7 – Drawing Number 4163-453, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 4 of 7 – Drawing Number 4163-454, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 5 of 7 – Drawing Number 4163-455, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 6 of 7 – Drawing Number 4163-456, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Soakhole Catchment Plan Sheet 7 of 7 – Drawing Number 4163-457, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater Reticulation Catchment Overall Plan – Drawing Number 4163-458, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Stormwater and Wastewater Standard Details Sheet 1 – Drawing Number 4163-490, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater and Wastewater Standard Details Sheet 2 – Drawing Number 4163-491, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Stormwater and Wastewater Standard Details Sheet 3 – Drawing Number 4163-492, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Overall Plan – Drawing Number 4163-500, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 1 of 6 – Drawing Number 4163-501, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 2 of 6 – Drawing Number 4163-502, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 3 of 6 – Drawing Number 4163-503, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 4 of 6 – Drawing Number 4163-504, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 5 of 6 – Drawing Number 4163-505, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Plan Sheet 6 of 6 – Drawing Number 4163-506, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Wastewater Long Sections Sheet 1 of 8 – Drawing Number 4163-510, Revision A, prepared by McKenzie & Co, dated 14/07/2026.

- Wastewater Long Sections Sheet 2 of 8 – Drawing Number 4163-511, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 3 of 8 – Drawing Number 4163-512, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 4 of 8 – Drawing Number 4163-513, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 5 of 8 – Drawing Number 4163-514, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 6 of 8 – Drawing Number 4163-515, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 7 of 8 – Drawing Number 4163-516, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Wastewater Long Sections Sheet 8 of 8 – Drawing Number 4163-517, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Watermain Overall Plan – Drawing Number 4163-600, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Watermain Plan Sheet 1 of 4 – Drawing Number 4163-601, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Watermain Plan Sheet 2 of 4 – Drawing Number 4163-602, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Watermain Plan Sheet 3 of 4 – Drawing Number 4163-603, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Watermain Plan Sheet 4 of 4 – Drawing Number 4163-604, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- External Watermain Overall Plan – Drawing Number 4163-650, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- External Watermain Plan Sheet 1 of 3 – Drawing Number 4163-651, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- External Watermain Plan Sheet 2 of 3 – Drawing Number 4163-652, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- External Watermain Plan Sheet 3 of 3 – Drawing Number 4163-653, Revision A, prepared by McKenzie & Co, dated 31/07/2026.
- Watermain Standard Details Sheet 1 of 4 – Drawing Number 4163-690, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Watermain Standard Details Sheet 2 of 4 – Drawing Number 4163-691, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Watermain Standard Details Sheet 3 of 4 – Drawing Number 4163-692, Revision A, prepared by McKenzie & Co, dated 14/07/2026.
- Watermain Standard Details Sheet 4 of 4 – Drawing Number 4163-693, Revision A, prepared by McKenzie & Co, dated 14/07/2026.

External Infrastructure Plans

- Design Contours Overview – Drawing Number 149360-00-1120, Revision A, prepared by BBO, dated 26/06/2026.
- Design Contours Plan Sheet 1 – Drawing Number 149360-00-1121, Revision A, prepared by BBO, dated 26/06/2026.
- Design Contours Plan Sheet 2 – Drawing Number 149360-00-1122, Revision A, prepared by BBO, dated 26/06/2026.
- Design Contours Plan Sheet 3 – Drawing Number 149360-00-1123, Revision A, prepared by BBO, dated 26/06/2026.
- Design Contours Plan Sheet 4 – Drawing Number 149360-00-1124, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement Overview – Drawing Number 149360-00-1210, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS000 Sheet 1 – Drawing Number 149360-00-1211, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS000 Sheet 2 – Drawing Number 149360-00-1212, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS000 Sheet 3 – Drawing Number 149360-00-1213, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS000 Sheet 4 – Drawing Number 149360-00-1214, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS000 Sheet 5 – Drawing Number 149360-00-1215, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS100 Sheet 1 – Drawing Number 149360-00-1216, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS100 Sheet 2 – Drawing Number 149360-00-1217, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS100 Sheet 3 – Drawing Number 149360-00-1218, Revision A, prepared by BBO, dated 26/06/2026.
- General Arrangement and Long Section RS200 and RS300 – Drawing Number 149360-00-1219, Revision A, prepared by BBO, dated 26/06/2026.
- Vehicle Tracking Plan Sheet 1 – Drawing Number 149360-00-1251, Revision A, prepared by BBO, dated 26/06/2026.
- Vehicle Tracking Plan Sheet 2 – Drawing Number 149360-00-1252, Revision A, prepared by BBO, dated 26/06/2026.
- Vehicle Tracking Plan Sheet 3 – Drawing Number 149360-00-1253, Revision A, prepared by BBO, dated 26/06/2026.
- Typical Sections Sheet 1 – Drawing Number 149360-00-1301, Revision A, prepared by BBO, dated 26/06/2026.

- Typical Sections Sheet 2 – Drawing Number 149360-00-1302, Revision A, prepared by BBO, dated 26/06/2026.
- Typical Sections Sheet 3 – Drawing Number 149360-00-1303, Revision A, prepared by BBO, dated 26/06/2026.
- Typical Sections Sheet 4 – Drawing Number 149360-00-1304, Revision A, prepared by BBO, dated 26/06/2026.
- Typical Sections Sheet 5 – Drawing Number 149360-00-1305, Revision A, prepared by BBO, dated 26/06/2026.
- Typical Sections Sheet 6 – Drawing Number 149360-00-1306, Revision A, prepared by BBO, dated 26/06/2026.
- Existing Services Overview – Drawing Number 149360-00-2000, Revision A, prepared by BBO, dated 26/06/2026.
- Existing Services Sheet 1 – Drawing Number 149360-00-2001, Revision A, prepared by BBO, dated 26/06/2026.
- Existing Services Sheet 2 – Drawing Number 149360-00-2002, Revision A, prepared by BBO, dated 26/06/2026.
- Existing Services Sheet 3 – Drawing Number 149360-00-2003, Revision A, prepared by BBO, dated 26/06/2026.
- Existing Services Sheet 4 – Drawing Number 149360-00-2004, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Sheet 1 – Drawing Number 149360-00-2101, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Sheet 2 – Drawing Number 149360-00-2102, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Sheet 3 – Drawing Number 149360-00-2103, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Sheet 4 – Drawing Number 149360-00-2104, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Typical Street Catchpit – Drawing Number 149360-00-2150, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Typical Concrete Headwall Details – Drawing Number 149360-00-2151, Revision A, prepared by BBO, dated 26/06/2026.
- Stormwater Typical Trench Details for Concrete and Flexible Pipes and Soakage Trench – Drawing Number 149360-00-2152, Revision A, prepared by BBO, dated 26/06/2026.
- Water Supply Plan Sheet 1 – Drawing Number 149360-00-2401, Revision A, prepared by BBO, dated 26/06/2026.
- Water Supply Plan Sheet 2 – Drawing Number 149360-00-2402, Revision A, prepared by BBO, dated 26/06/2026.
- Water Supply Plan Sheet 3 – Drawing Number 149360-00-2403, Revision A, prepared by BBO, dated 26/06/2026.

- Water Supply Plan Sheet 4 – Drawing Number 149360-00-2404, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signal Layout and Phasing Plan Lower Shotover Road and Development Access Road – Drawing Number 149360-00-2701, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signal Layout and Phasing Plan Lower Shotover Road and SH6 Intersection – Drawing Number 149360-00-2702, Revision A, prepared by BBO, dated 26/06/2026.
- Road Markings Sheet 1 – Drawing Number 149360-00-2801, Revision A, prepared by BBO, dated 26/06/2026.
- Road Markings Sheet 2 – Drawing Number 149360-00-2802, Revision A, prepared by BBO, dated 26/06/2026.
- Road Markings Sheet 3 – Drawing Number 149360-00-2803, Revision A, prepared by BBO, dated 26/06/2026.
- Road Markings Sheet 4 – Drawing Number 149360-00-2804, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signs Sheet 1 – Drawing Number 149360-00-2851, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signs Sheet 2 – Drawing Number 149360-00-2852, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signs Sheet 3 – Drawing Number 149360-00-2853, Revision A, prepared by BBO, dated 26/06/2026.
- Traffic Signs Sheet 4 – Drawing Number 149360-00-2854, Revision A, prepared by BBO, dated 26/06/2026.

Subdivision Plans

- Subdivision Plan – Drawing number 4163-0-100 Revision A, prepared by McKenzie & Co, dated 14/07/26
- Schedule of Existing Easements – Drawing number 4163-0-101 Revision A, prepared by McKenzie & Co, dated 14/07/26
- Easement Plan – Drawing number 4163-0-102 Revision A, prepared by McKenzie & Co, dated 14/07/26

PART A – RESOURCE CONSENT CONDITIONS

GENERAL CONDITIONS APPLICABLE TO ALL CONSENTS

Condition number	General Conditions Applicable to All Consents
	Activity in Accordance with the Application
1.	The development shall be undertaken in general accordance with the application, and all the information, site plans and drawings submitted with the application and formally approved by the Environmental Protection Authority on [date], including all supporting and additional information submitted and included in Schedule 1 attached to these conditions. In the event that any of the provisions of the documents conflict with the requirements of these conditions of consent, the conditions of consent shall prevail.
	Monitoring
2.	The Consent Holder is liable for the actual and reasonable costs incurred to ensure compliance with the conditions attached to these consents.
	Consent Lapse
3.	The consents to be implemented shall lapse five years after the date of commencement unless given effect to prior or unless specified otherwise below.
	Consent Duration
4.	The duration of each consent is as follows: a) QLDC Land Use Consent for Construction and Earthworks – 10 years b) QLDC Subdivision Consent – N/A c) ORC Land Use Consent for Residential Earthworks – 10 years d) ORC Discharge Consent – 10 years
	Staging and Implementation

Condition number	General Conditions Applicable to All Consents
5.	The Project is enabled through a suite of interrelated subdivision, land use and regional resource consents to achieve an integrated outcome. The Project may be implemented in stages or partial stages. The extent and timing of each stage or partial stage may be determined by the Consent Holder, provided that each stage is undertaken in accordance with the conditions of this consent, and all infrastructure and servicing required to support that stage is provided.
	Permanent Occupation
6.	Prior to the Permanent Occupation of any residential unit, the Consent Holder must ensure that: a) The three waters infrastructure and services necessary to support the relevant stage have been constructed and are operational. b) The external transport upgrades required under Conditions 31 and 32 have been completed and are operational. c) A private contractor has been engaged to provide ongoing waste and recycling collection and management services in accordance with an approved Waste and Recycling Management Plan, and evidence of this engagement has been provided to QLDC Monitoring and Enforcement Team. d) The lighting design required under Condition 55 has been implemented for the relevant stage, and submitted to QLDC Monitoring and Enforcement Team. e) The landscape design required under Condition 53 has been implemented for the relevant stage.
	Temporary Worker Accommodation
7.	Notwithstanding Condition 6, up to 100 residential units may be occupied for Temporary Worker Accommodation prior to Permanent Occupation, provided that: a) The units are adequately serviced and can be safely accessed. b) Potable water, wastewater, stormwater, solid waste, and utility services are provided and maintained in a manner that is fit for purpose, operates safely and hygienically, and avoids adverse effects beyond the site boundary. c) Prior to occupation of any residential unit for Temporary Worker Accommodation, a Servicing Statement prepared by a SQEP is provided to QLDC Monitoring and Enforcement Team confirming that all servicing arrangements are fit for purpose.

Condition number	General Conditions Applicable to All Consents
	For the avoidance of doubt, implementation of the lighting design under Condition 55 , landscape design under Condition 53 , and completion of external transport upgrades under Condition 31 and 32 are not required prior to occupation of residential units for Temporary Worker Accommodation.
	Compliance with Code of Practice
8.	All engineering works shall be carried out in accordance with QLDC's Land Development and Subdivision Code of Practice adopted on 17 April 2025 or any later replacement to that document dated prior to the date of this consent, except where specified otherwise by the following conditions of consents, plans and reports contained in Schedule 1 or agreed through Engineering Acceptance.
	Pre-Commencement Meeting
9.	At least 10 working days before the anticipated commencement of any bulk earthworks for each stage, the Consent Holder must arrange a pre-start meeting with QLDC Monitoring and Enforcement Team and ORC Monitoring Officer. The purpose of the meeting is to discuss the erosion and sediment control measures, earthworks methodologies, relevant management plans, timeframes for the work, and to ensure all parties are aware of and familiar with the relevant consent conditions.
10.	The following information must be made available for the pre-commencement meeting at least 5 working days before the meeting: a) Resource consent conditions; and b) Name and telephone number of the Project Manager and Site owner for monitoring and communication processes; a) Any relevant certified management plans.
	Accidental Discovery
11.	Prior to commencing excavation work, the Consent Holder shall ensure that all persons involved in, or supervising, works on-site are familiar with the Accidental Discovery Protocol. The Accidental Discovery Protocol shall be clearly displayed and accessible on site at all times during work under this consent. In the event of any discovery of material suspected to be evidence of pre-1900 human activity, taonga/treasured artefacts or human remains/kōiwi, the following applies; a) Work must cease immediately at that place and within 20 metres around the site.

Condition number	General Conditions Applicable to All Consents
	b) All machinery must be shut down, the Site Manager shall secure the area, and Heritage New Zealand Pouhere Taonga (HNZPT) and the Consent Holder must be notified immediately. c) HNZPT will advise if further assessment by a Suitably Qualified and Experienced Archaeologist and/or an archaeological authority application is required from the Consent Holder. d) Works within 20 metres around the site may not resume until an authority for modification/destruction of the site of the site is in place, or until advised in writing by HNZPT that works may resume. e) If the material is of Māori origin, in addition to the requirements in the condition above, the Site Manager shall immediately notify Aukaha and Te Ao Marama and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken, subject to meeting statutory requirements (<i>Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975</i>). Any works within 20 metres of a suspected site shall not resume until HNZPT authorise work to continue.
12.	In the event that soils are found to have visible staining, odours and/or other conditions that indicate soil contamination, then work must cease until a SQEP engaged by the Consent Holder has assessed the matter and advised of the appropriate remediation and/or disposal options for these soils. The Consent Holder shall immediately notify QLDC Monitoring and Enforcement Team. Any measures to manage the risk from potential soil contamination shall also be communicated to QLDC prior to work recommencing.
13.	The Consent Holder must maintain a record of any complaints received in relation to the exercise of these consents. The register must include, but not be limited to: a) The date, time, location and nature of the complaint; b) The name, phone number, and address of the complainant, unless the complainant elects not to supply this information; c) Action taken by Consent Holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again. A record of the complaints must be submitted to the Consent Authorities on request.

QLDC LAND USE CONSENT CONDITIONS

Condition number	QLDC Land Use Consent Conditions
	Construction Sequencing Plan
1.	Prior to the commencement of physical works, the Consent Holder must provide a Construction Sequencing Plan to QLDC's Monitoring and Enforcement Team for information purposes. The Construction Sequencing Plan shall identify: a) Sequence of apartment blocks b) Infrastructure required for each block c) Temporary works required for safe operation The Construction Sequencing Plan may be updated by the Consent Holder at any time.
	Hours of Operation
2.	Noise generating works authorised by this consent that do not comply with the construction noise limits in the District Plan, must only take place between 7am and 7pm, Monday to Saturday. No noise generating works are to be undertaken at any time on Sundays or on public holidays. Construction plant activities may occur after 7:30am and must cease at 6.00pm. <i>Advice note: Arrival to site may occur before 7.30am. Any activity on site prior to 7.30am or outside of the hours listed above, must be limited to quiet arrival and related non-noise generating activities only. All staff should be extra vigilant during this period and adhere to compliance with NZS6803:1999 Acoustics – Construction Noise.</i>
	Management Plans
3.	The management plans required under the following conditions must be submitted to QLDC's Monitoring and Enforcement Team in electronic copy form for certification that the management plan(s) meet the objective(s) specified and give effect to the relevant consent conditions to which each plan relates: a) EMP – Refer Condition 9 b) ESCP – Refer Condition 11 c) CNVMP – Refer Condition 12

Condition number	QLDC Land Use Consent Conditions
	d) TMP – Refer Condition 13
4.	Works to which a management plan relates must not commence until the Consent Holder has received written certification from QLDC's Monitoring and Enforcement Team. If QLDC does not respond within 15 working days, the relevant management plan is deemed accepted.
5.	The Consent Holder must implement the certified management plan(s), and all works must be carried out in general accordance with the latest version of the certified management plan(s).
6.	The Consent Holder may amend a certified management plan(s) to provide updated information or reflect changes in design, construction methods or the management of effects. Any material change must be consistent with the objective(s) of the relevant management plan and the requirements of the relevant conditions of this consent, and must be submitted to the QLDC's Monitoring and Enforcement Team for certification.
7.	The Consent Holder must ensure that copies of all certified management plans are available on Site and can be provided to QLDC officers on request.
8.	Management plans may be submitted in parts or in stages to address particular activities or to reflect the staged implementation of the Project. Management plans submitted must clearly show the integration of activities and their management with adjacent stages and interrelated activities.
	Environmental Management Plan (EMP)
9.	The Consent Holder shall prepare and submit an EMP to the QLDC Monitoring and Enforcement Team for certification in accordance with Conditions 4-8, at least 15 working days prior to the planned commencement of works. The objective of the EMP is to set out the proposed construction methodology and environmental management measures to appropriately avoid, remedy and/or mitigate the potential effects of earthworks, construction and site works associated with development. The EMP must include, at a minimum: a) Administrative Requirements i) Weekly site inspections ii) Monthly environmental reporting iii) Independent audit by SQEP iv) Notification and management of environmental incidents

Condition number	QLDC Land Use Consent Conditions
	v) Records and registers vi) Environmental roles and responsibilities of personnel (including nomination of Principal Contractor) vii) Site induction b) Operational Requirements i) Erosion and sedimentation, including an ESCP to be prepared by a SQEP ii) Water quality monitoring including sampling locations iii) Dust management iv) Chemical and fuel management c) Sufficient detail to address the following matters: i) Specific erosion and sediment control works (locations, dimensions, capacity etc); ii) Supporting calculations and design drawings; iii) Catchment boundaries and contour information; iv) Details of construction methods; v) Timing and duration of construction and operation of control works; vi) Processes in place if unexpected contaminated land is encountered; vii) Contingency measures for snow and/ or frost events (in relation to chemical treatment) viii) Measures to avoid silt and/or sediment tracking onto roads and then to water for the duration of the earthworks, such as: • Providing stabilised entry and exit point(s) for vehicles; • Providing wheel wash facilities; and • Cleaning road surfaces using street-sweepers immediately where sediment has been tracked onto the road. ix) Details relating to the management of exposed areas; and x) Monitoring and maintenance requirements.
10.	Prior to bulk earthworks operations (and vegetation clearance) for the initial stage or any subsequent new stage of works, the Consent Holder must install erosion and sediment controls in accordance with the ESCP as referred to in Condition 11 of this consent, as well as provide As-built documentation for these controls by SQEP HOLD POINT 2. It is noted that earthworks required to construct environmental management controls are allowed to commence once QLDC has provided notice that HOLD POINT 1 has been met.

Condition number	QLDC Land Use Consent Conditions
	a) The Consent Holder shall develop and document a process of periodically reviewing the EMP as outlined on page 6 of the QLDC's Guidelines for Environmental Management Plans. No ground disturbing activities shall commence in any subsequent stage of development until an EMP has been submitted and deemed suitable by QLDC's Monitoring and Enforcement Team. b) The Consent Holder shall undertake and document weekly and Pre and Post-Rain Event site inspections as outlined on pages 10 and 11 of the QLDC's Guidelines for Environmental Management Plans. c) A SQEP shall monitor the site monthly to ensure that the site is complying with its EMP, identify any new environmental risks arising that could cause an environmental effect and suggest alternative solutions that will result in more effective and efficient management. This must include a specific audit by the SQEP of the effectiveness of the ESCP. d) The Consent Holder shall complete and submit exception reporting to QLDC in the form of a monthly environmental report. The monthly environmental report shall be submitted to QLDC's Regulatory Department within five (5) working days of the end of each month. e) In accordance with page 9 of the QLDC's Guidelines for Environmental Management Plans, where any Environmental Incident where the EMP has failed leading to any adverse environmental effects offsite occurs the Consent Holder shall: i) Report to QLDC details of any Environmental Incident within 12 hours of becoming aware of the incident. ii) Provide an Environmental Incident Report to QLDC within 10 working days of the incident occurring as per the requirements outlined in Section 3.3.1 of QLDC's Guidelines for Environmental Management Plans. f) Environmental records are to be collated onsite and shall be made available to QLDC upon request; immediately if the request is made by a QLDC official onsite and within 24 hours if requested by a QLDC officer offsite. Records and registers to be managed onsite shall be in accordance with the requirements outlined on page 14 of the QLDC's Guidelines for Environmental Management Plans. g) Any Discharge (refer definition in the QLDC's Guidelines for Environmental Management Plans) that leaves the site shall comply with the Water Quality Discharge Criteria outlined on page 19 of the Guideline, with the exception of Total Suspended Solids which should be at a concentration of no more than 50mg/L. h) All construction noise on the site shall be planned and undertaken in accordance with the Construction Noise and Vibration Management Plan referred to in Condition 12 of this consent, to ensure that construction noise emitted from the site does not exceed the noise limits outlined in Table 2 of NZS6803:1999 Acoustics – Construction Noise. Sound levels associated with construction activities shall be measured and assessed in accordance with the NZS6803:1999 Acoustics – Construction Noise.
	Erosion and Sediment Control Plan (ESCP)
11.	The Consent Holder shall prepare and submit an ESCP to the QLDC Monitoring and Enforcement Team for certification in accordance with Conditions 4 to 8 at least 15 working days prior to the planned commencement of works.

Condition number	QLDC Land Use Consent Conditions
	The objective of the ESCP is to identify the measures required to manage erosion and sediment arising from works on the site and detail the best management practices that will be implemented to minimise potential for erosion. The ESCP must contain sufficient detail to address the following: a) Specific erosion and sediment control works (location, dimensions, capacity); b) All earthworks must be managed to minimise any discharge of debris, soil, silt, sediment or sediment-laden water beyond the subject site to either land, stormwater drainage systems, watercourses or receiving waters; c) Details relating to the management of exposed areas (e.g. grassing, mulching); and d) All machinery associated with the earthworks and construction activity must be operated in a way which ensures that spillages of hazardous substances such as fuel, oil, grout, concrete products and any other contaminants are prevented.
	Construction Noise and Vibration Management Plan (CNVMP)
12.	The Consent Holder shall prepare a CNVMP with reference to Annex E2 of NZS 6803:1999 Acoustics – Construction Noise and submit it to the QLDC Monitoring and Enforcement Team for certification in accordance with Conditions 4 to 8 at least 15 working days prior to the planned commencement of works. The objective of the CNVMP is to identify and require the adoption of the best practicable option to minimise construction noise and vibration effects and ensure compliance with noise and vibration conditions. The CNVMP must include: a) Details of the site-specific physical mitigation methods to be implemented, including how construction activities/equipment are to be operated and selected with consideration to reducing noise disturbance to neighbouring receivers as far as practicable. b) Details regarding noise compliance and management of potential night works. c) The process for community liaison, monitoring and procedures for the handling of any complaints. d) The process for advising the occupiers of all dwellings within a 100m radius of the project site boundary of the proposed construction works at least 5 working days prior to construction activities commencing. This notice must include days/times when noisy construction activities are expected to take place, the project construction timeframes and an email address and phone number to receive any complaints. e) The steps to be followed after receiving a complaint, including:

Condition number	QLDC Land Use Consent Conditions
	i) In the event of a reasonable noise/vibration complaint, construction noise or vibration the requirement for monitoring to be carried out by a suitably qualified/experienced acoustic consultant at the complainant's location if requested. ii) Where exceedances of the construction noise limits specified within QLDC-PDP rule 36.5.13, the corrective actions to be undertaken.
	Traffic Management Plan (TMP)
13.	The Consent Holder shall prepare and submit a TMP to the QLDC Monitoring and Enforcement Team for certification in accordance with Conditions 4 to 8 at least 15 working days prior to the planned commencement of works. The objective of the TMP is to avoid, remedy and/or mitigate adverse effects associated with construction traffic. The TMP shall include: a) Construction staging and sequencing of works. b) Construction traffic routes, site access, and entry/exit points. c) Expected vehicle movements, including heavy vehicle numbers. d) Temporary traffic management measures and any road closures, lane restrictions, or diversions. e) Measures to maintain safe access for pedestrians, cyclists, public transport, emergency services, and adjacent properties. f) Management of loading, unloading, parking, and contractor vehicle movements. g) Procedures for oversized loads and abnormal vehicle movements, where required. h) Measures to minimise disruption to the surrounding road network and maintain road safety. i) Measures to prevent tracking of mud, sediment, or debris onto public roads. j) Contact details for the Site Traffic Management Supervisor (STMS) and relevant site personnel. k) Procedures for managing complaints, incidents, and emergency situations.
14.	The TMP shall be prepared by a certified Temporary Traffic Management Planner (TTMP) as validated either by a current CoPTTM certification or a relevant NZQA framework registered qualification, unit standard or micro credential. All contractors obligated to implement temporary traffic management plans shall employ a qualified Site Traffic Management Supervisor (STMS) to manage the site in accordance with the requirements of the NZTA's "Traffic Control Devices Manual Part 8: Code of practice for temporary traffic management". The STMS shall implement the Traffic

Condition number	QLDC Land Use Consent Conditions
	Management Plan. A copy of the approved plan shall be submitted to the Manager of Resource Management Engineering prior to works commencing. <i>Advice Note: For any works within or adjacent to the State Highway that affects the normal operating conditions of the road reserve: The Consent Holder shall obtain and implement a TMP approved by NZTA Road Controlling Authority Temporary Traffic Management Centre prior to undertaking any works within or adjacent to the State Highway that affects the normal operating conditions of the road reserve through disruption, inconvenience or delay. The TMP shall be prepared by a suitably qualified Temporary Traffic Management practitioner, in accordance with the New Zealand Guide to Temporary Traffic Management (NZGTTM). All contractors obligated to implement temporary traffic management plans shall employ a qualified Site Traffic Management Supervisor (STMS) to manage the site in accordance with the requirements of the NZGTTM. The STMS shall implement the Traffic Management Plan. A copy of the approved plan shall be submitted to the Manager of Resource Management Engineering at QLDC prior to works commencing.</i>
15.	All loading and unloading of vehicles shall be within the subject site unless specific approval has been gained from QLDC.
	Temporary Retention
16.	Where required, temporary retention systems must be installed immediately following excavation to prevent erosion or instability.
	Damage to Surrounding Land or Assets
17.	There must be no damage to surrounding properties, public roads, footpaths, berms, kerbs, drains, reserves, or other public asset directly as a result of the activities authorised under this consent. In the event that such damage does occur, the Consent Holder shall rectify any damage it is responsible for at its costs.
	Completion of Earthworks
18.	All earthworked areas must be stabilised on completion.
	Geotechnical Requirements
19.	<i>Geotechnical Plan Review</i>

Condition number	QLDC Land Use Consent Conditions
	Prior to commencement of earthworks or building works, a suitably qualified geotechnical professional shall review foundation design drawings prior to submitting for Building Consent and foundation excavations in order to confirm that the recommendations presented in the Geotechnical Interpretive Report prepared by ENGEO dated 16/07/2026 (or subsequent more detailed geotechnical advice) have been interpreted as intended.
20.	<i>Earthworks Specification</i> An Earthworks Specification including compaction control criteria should be prepared for the site by a suitably qualified geotechnical professional and submitted to Council, prior to commencing the subdivision earthworks. The specification should be prepared when the subdivision earthworks concept is finalised, including details of fill embankments, retaining walls, and geotechnical remediation measures including keyways and subsoil drainage.
21.	<i>Geotechnical Supervision</i> All bulk earthworks, foundation excavations, engineered fill placement and geotechnical remediation works shall be undertaken under the supervision of a suitably qualified geotechnical professional. Works should be undertaken in accordance with the site-specific Earthworks Specification and the Geotechnical Interpretive Report prepared by ENGEO dated 16/07/2026. A suitably qualified geo-professional must provide: a) Schedule 2A certificate b) Geotechnical completion report
22.	<i>Temporary Excavations and Batter Stability</i> Temporary excavations and earthwork batters shall be designed, constructed and maintained in a stable condition throughout construction. Any instability, groundwater seepage or unexpected ground conditions encountered during construction shall be assessed by a suitably qualified geotechnical professional.
	Engineering Acceptance
23.	Prior to commencing construction of the External Infrastructure works or part of these works, intended to be vested in QLDC, with the exception of earthworks including associated controls approved through the EMP, the Consent Holder must submit design drawings relevant to the specific stage, to the QLDC Property and Infrastructure Department (P&I) for Engineering Acceptance (EA). EA is limited to confirming: a) compliance with the relevant plans listed in Schedule 1;

Condition number	QLDC Land Use Consent Conditions
	b) compliance with QLDC Code of Practice or agreed approach with QLDC P&I; c) integration with existing networks; and d) capacity and connection points. EA must not be used to impose additional design requirements beyond the Code of Practice or these conditions. If QLDC does not respond within 15 working days, EA is deemed accepted. If the response from QLDC is that they are not able to certify the EA, such a response must include detailed reasons with reference to the conditions of consent and provisions of the QLDC's Land Development and Subdivision Code of Practice adopted on 17th April 2025, that QLDC considers the design does not meet. The Consent Holder must either: i) Consider any reasons and recommendations provided by QLDC, amend the design plans accordingly, and resubmit for EA to QLDC P&I Department. If the Consent Holder has not received a response from QLDC within 10 working days of the date of resubmission for certification, the EA must be deemed certified. OR ii) The Consent Holder may submit evidence from an independent, suitably qualified person to demonstrate the design requirements of QLDC's Land Development and Subdivision Code of Practice adopted on 17th April 2025 are met in respect of the relevant infrastructure, as required by the conditions of this consent, subject to any necessary modifications to the COP as required to meet the conditions of this consent and the EA must be deemed certified. OR iii) Decide whether Wastewater, Water Supply and Stormwater infrastructure is to be built and held in private ownership. If this is decided the Consent Holder will require an approved Building Consent and Easements registered over pipes which service more than one Lot.
24.	Any certified Engineering Acceptance (EA) may be amended, if necessary, to reflect any changes in design, construction methods or approaches to the management of effects. Any changes to a certified EA involving a materially different outcome must be submitted to the QLDC P&I Department for recertification that demonstrate that they comply with the applicable requirements of these conditions. Any material change must be consistent with the purpose of the relevant EA and the requirements of the relevant conditions of this Consent.
	Roading, Parking & Access
	<i>Road C1</i>

Condition number	QLDC Land Use Consent Conditions
25.	Prior to construction of the collector Road C1, the Consent Holder is to provide to the QLDC P&I Department the design of Road C1 for EA certification. The design may be provided in stages for certification to provide sufficient roading network to appropriately serve any apartment block being created. Certification of Road C1 is limited to confirming compliance with the QLDC Land Development and Subdivision Code of Practice (2025) the plans approved in Schedule 1 and the following design requirements: a) COP Design Reference: E23 b) Minimum Legal Width: 20.5 m c) A shared 3.0m footpath/cycleway on southern side of the carriageway of Road C1 d) The Collector Road C1, must accommodate a public bus route and shall accommodate a 12.6m NZ tour coach as the design vehicle for all bus stops and turning manoeuvres likely to be part of the future bus routes. An 18m articulated coach as a check vehicle. e) Incorporate stormwater disposal from the carriageway; f) Provide catchpits, siphons, or alternative solutions providing the same outcomes, including low profile scruffy domes. g) The vehicle crossings off Road C1 are to be based on a B99 car as the design vehicle and an 8.8m medium rigid truck (service vehicle, refer NZTA RTS18) as a check vehicle. The vehicle crossing is to be based on the design of a heavy duty commercial vehicle crossing and shall provide priority for the shared path/footpath through the vehicle crossing.
	<i>Internal Roads</i>
26.	The internal transport network must be designed in general accordance with the QLDC Land Development and Subdivision Code of Practice (2025) as modified by the plans approved in Schedule 1 and this condition of consent. The roading may be constructed in stages to provide sufficient roading network to appropriately serve any apartment block being created. Internal Road design must generally meet the following requirements: a) Type A, B and C Section dimensions as per Brewer Davidson Plan SK57. b) The internal road design must accommodate road alignments and cross sections appropriate for a B99 car as the design vehicle and an 8m medium rigid truck (service vehicle, refer NZTA RTS18) as a check vehicle. c) Incorporate stormwater disposal from the carriageway; c) Provide traps, siphons, or alternative solutions providing the same outcomes, including low profile scruffy domes.

Condition number	QLDC Land Use Consent Conditions
	<i>Parking</i>
27.	The Consent Holder must: a) Provide cycle parking in accordance with the plans in Schedule 1. b) Ensure onsite car parking areas meet the requirements of the QLDC Proposed District Plan (refer Chapter 29.11 Car Parking Sizes and Layout, Table 29.7) or the NZ Standard AS/2890.1:2004 Parking facilities, Part 1: Off-street car parking. All parking spaces either roadside, within car parking areas or within parking buildings are to be appropriate for a residential user unless specified for visitors or mobility impaired users.
28.	All parking and manoeuvring areas must include appropriate provision for stormwater disposal.
	<i>Lower Shotover Road</i>
29.	The Consent Holder is to provide to the QLDC P&I Department the design of a signalised access intersection from Lower Shotover Road to Road C1 for EA that it meets the following requirements: a) The design is to include for Lower Shotover Road to be upgraded to an urban collector road generally in line with the QLDC Land Development and Subdivision Code of Practice. b) The design will include new intersections including; a priority intersection with Spence Road and a signalised intersection with the east west collector road. <i>Advice Note: The design is to include any changes to the speed limit required.</i>
30.	The Consent Holder shall submit to the QLDC P&I Department for EA the detailed design of a 4m-wide shared path (active travel route) on the northern side of State Highway 6, within the Lower Shotover Road legal road reserve, and shall construct the shared path in accordance with the certified design.
	<i>State Highway 6 (SH6)</i>

Condition number	QLDC Land Use Consent Conditions
31.	The Consent Holder is to provide the design of the signalised intersection to replace the existing roundabout intersection of SH6 with Stalker Road to the QLDC P&I Department for information only prior to commencing works on the intersection. The design must have been approved by NZTA that it meets the requirements of Austroads guidance.
32.	The Consent Holder is to provide the design of a westbound bus lane between the SH6/Stalker Road signalised intersection to the Shotover River bridge to the QLDC P&I Department for information only. The design must have been approved by NZTA as to acceptability against the requirements of Austroads guidance or other relevant NZTA standards applied at the relevant time.
	Stormwater
33.	The Consent Holder shall submit to the QLDC P&I Department for EA the detailed design of all stormwater infrastructure. Stormwater infrastructure, services and devices shall be designed in general accordance with the approved Civil Drawings referenced in Schedule 1.
34.	The underground attenuation storage and associated structures shall be designed in general accordance with the approved Civil Drawings referenced in Schedule 1. In particular, the design shall: a) Provide ground infiltration for storm events up to 1% AEP (unless a lesser event is approved by QLDC P&I Department); b) Avoid direct discharges from the development area into Lake Hayes (other than overland flow in extreme weather events, greater the 1% AEP); c) Manage road runoff through appropriate treatment device(s); and d) Construct stormwater devices to capture, treat and discharge runoff from the catchment of the device.
35.	Operation and Maintenance Manuals (O&M) must be prepared for the following public stormwater devices: a) Underground stormwater attenuation tank in Lower Shotover Road Reserve.
	Wastewater – External Infrastructure
36.	The Consent Holder shall submit to the QLDC P&I Department for EA the detailed design of all external wastewater infrastructure. External wastewater infrastructure shall be designed in general accordance with the approved Civil Drawings referenced in Schedule 1 and shall include: a) Construction of a public wastewater main from the eastern end of the Shotover Bridge to the boundary of the site (Stage 1 works);

Condition number	QLDC Land Use Consent Conditions
	b) A siphon wastewater reticulation from the Lower Shotover Road berm along State Highway 6 to the existing wastewater network at the eastern abutment of the Shotover Country Bridge, in general accordance with the Water Acumen Wastewater Design Report dated 11 June 2026; and c) If determined to be necessary through detailed design, construction of a wastewater main from the western edge of the Shotover Bridge to the Wastewater Treatment Plant (Stage 2 works).
	Wastewater – Internal Infrastructure
37.	The Consent Holder shall submit to the QLDC P&I Department for EA the detailed design of all internal wastewater infrastructure. Internal wastewater infrastructure shall be designed in general accordance with the approved Civil Drawings referenced in Schedule 1 and shall include: a) The provision of a foul sewer connection from the development to the wastewater network in accordance with QLDC's standards and connection policy. These connections shall be installed with an invert suitable to drain the full buildable area within each lot while maintaining minimum grade and pipe cover. b) The provision of a foul sewer connection to each apartment block building platform, in accordance with QLDC's standards and connection policy. These connections shall be installed with an invert suitable to drain the full buildable area within each lot while maintaining minimum grade and pipe cover. c) The provision of a minimum 150mm wastewater disposal lateral (or otherwise approved suitable sized lateral) to proposed Open Space Lot 7, in accordance with QLDC's standards and connection policy. d) The provision of a minimum 150mm wastewater disposal lateral (or otherwise approved suitable sized lateral) to the proposed Commercial Development Lot 5, in accordance with QLDC's standards and connection policy.
	Potable Water – External Infrastructure
38.	The Consent Holder shall submit to the QLDC P&I Department for EA the detailed design of all external potable water infrastructure. The Consent Holder must ensure that the provision of public water supply infrastructure to the development is designed in general accordance with the approved Civil Drawings referenced in Schedule 1. The design may be amended based on water modelling and agreed by QLDC P&I Department at detailed design. The Consent Holder must, based on the final modelling, provide the following upgrades as necessary to service the development:

Condition number	QLDC Land Use Consent Conditions
	a) The installation of rising main from the eastern side of the Shotover Bridge to the eastern edge of the residential development. b) The installation of a watermain from the Shotover Country Borefield to the eastern end of the Shotover Bridge.
39.	Prior to Permanent Occupation of the units, suitable network modelling and/or hydrant testing shall be provided to QLDC Monitoring and Enforcement Team to confirm that minimum flows and pressures will be available within the development.
	Potable Water - Internal Infrastructure
40.	The Consent Holder must provide provision for water supply within the development by a proposed public ring main around the primary development area. The ring main will be fed by the already consented TPLM reservoir.
41.	All water supply infrastructure within the development extent, except for the proposed ring main, is to be privately owned and operated.
42.	Suitable network modelling and/or hydrant testing shall be provided to confirm that minimum flows and pressures will be available within the development.
	Firefighting
43.	The Consent Holder must provide firefighting water supply and hydrants with adequate pressure and flow to service the residential development and accompanying report from a suitably qualified professional demonstrating compliance with the NZ Fire Service Code of Practice for Firefighting Water Supplies 2008 (SNZ PAS 4509:2008).
44.	The provision of fire hydrants with adequate pressure and flow to service and maintain the commercial Lot with a FW3 fire risk in accordance with the NZ Fire Service Code of Practice for Fire Fighting Water Supplies 2008. Any lesser risk must be approved in writing by the Fire Service NZ and supplied to QLDC Monitoring and Enforcement Team.
	Telecommunications and electricity services
45.	Electricity supply and telecommunications shall be supplied to each residential unit, proposed Commercial Development Lot 5 and proposed Open Space Lot 7 by way of underground reticulation in accordance with the standards of the relevant network utility operator.
	Post Construction of Infrastructure

Condition number	QLDC Land Use Consent Conditions
46.	Prior to Permanent Occupation of the units, the Consent Holder must submit to the QLDC P&I Department Completion Certificates for all infrastructure engineering works completed in relation to or in association with this development (for clarification this shall include all, Vested Roads, Water, Wastewater, and Stormwater). The certificates shall be in the format of the QLDC's Land Development and Subdivision Code of Practice Schedule 1B and 1C Certificate.
47.	The submission of 'as-built' plans and information required to detail all engineering works completed in relation to or in association with this development at the Consent Holder's cost. This information shall be formatted in accordance with QLDC's 'as-built' standards and shall include all Public Roads, Water, Wastewater, Stormwater reticulation.
48.	Hydrant testing shall be carried out to confirm that there are sufficient hydrants with adequate pressure and flow to service the lots created with the Class FW2 for residential and Class FW for commercial for fire risk in accordance with the NZ Fire Service Code of Practice for Firefighting Water Supplies 2008. Any lesser risk must be approved in writing by Fire Service NZ, Dunedin Office. The testing shall be carried out over the peak period of an average day. The results shall be submitted to QLDC P&I Department for inclusion in QLDC's water model and be confirmed in the model as meeting the relevant FW fire risk class. All related costs shall be borne by the Consent Holder.
	Construction of Buildings
	<i>Finalised Architectural Design Plans</i>
49.	At the time of lodgement of building consent (relative to the staging of the works), a finalised set of architectural detail drawings and materials specifications must be submitted to QLDC Monitoring and Enforcement Team for written confirmation of design compliance. The information must include the following: a) Details of the building's façade treatment / architectural features. b) Materials schedule and specification, sample palette of materials, surface finishes, and colour schemes (including colour swatches) referenced on the architectural elevations. c) External stairs/ rooftop services/plant, and visual screening elements. The finalised set of drawings must ensure that the building's proposed architectural treatment and finished appearance is generally consistent with the architectural drawings prepared by Brewer Davidson and information referenced in General Consent Condition 1 and Schedule 1.

Condition number	QLDC Land Use Consent Conditions
	The approved façade treatment may be amended to respond to material availability, supply constraints, or construction practicality, provided the Consent Holder submits an urban design statement demonstrating that the resulting built form continues to achieve the same or better urban design outcomes as assessed in the original application. All works must then be carried out with the details confirmed by QLDC, and thereafter retained and maintained.
	<i>Freeboard</i>
50.	The Consent Holder must ensure the Finished Floor Levels (FFL's) for each apartment block have a minimum of 500mm freeboard as required by Section 4.3.5.2. of QLDC's Code of Practice. If FFL's change from those stated in Schedule 1 a suitably qualified engineer may confirm the building complies with Section 4.3.5.2. of QLDC's COP. Note that it is expected that floor levels will decrease on the engineer's advice.
	<i>Landscape Design Drawings</i>
51.	Prior to the commencement of any landscaping works (excluding site clearance, earthworks, and installation of underground) authorised by this consent, the Consent Holder must (relative to staging of the works), submit to QLDC Monitoring and Enforcement Team a finalised set of landscape design drawings and supporting written documentation, prepared by a suitably qualified landscape architect for certification that the designs include the detail set out in this condition below. The submitted information must be generally in accordance with the Landscape Plans prepared by Greenwood Associates and information referenced in General Consent Condition 1, Schedule 1. The finalised landscape design drawings must include the following detail: a) An annotated planting plan(s) and specifications which communicate the proposed location and extent of all areas of planting. b) A plant schedule which details specific plant species, plant sourcing, the number of plants, height and/or grade (litre)/Pb size at time of planting, and estimated height/canopy spread at maturity. c) Details of draft specification documentation for any specific drainage, soil preparation, tree pits, staking, irrigation and mulching requirements. d) Access management, such as fences and gates, provided to support the perimeter block structure and enclosed communal spaces to address CPTED issues. e) Details of publicly accessible connections through the Site, which must be signposted to assist wayfinding for users of the area. f) Information on how the landscaping may be implemented relative to the staging of construction and the occupation of buildings.

Condition number	QLDC Land Use Consent Conditions
52.	Prior to the lodging of the building consent (relative to staging of the works), the consent holder must submit to the QLDC Monitoring and Enforcement Team for information purposes, a final Landscape Management Plan (Report) (LMP) covering a minimum of two (2) years post completion of construction. The objectives of the LMP are to: (a) Support the establishment and long-term health of the landscape planting. (b) Provide for the effective management of pests and weeds. (c) Maintain safety, functionality, and durability of landscape assets. To achieve the objectives, the LMP must include related drawings and specifications for all aspects of the finalised landscape design, which must include information in regard to the following: (a) irrigation; (b) weed and pest control; (c) plant replacement; (d) inspection timeframes and frequencies; and (e) contractor responsibilities.
53.	Prior to the Permanent Occupation of each apartment block, and within an appropriate planting season, the Consent Holder must implement the landscape design which has been certified by the Council under Condition 51. The landscaping must be thereafter retained and maintained in perpetuity.
	<i>Acoustic Design Treatment</i>
54.	At the time of lodgement of building consent, the Consent Holder must provide written certification from a suitably qualified and experienced acoustic professional to QLDC Monitoring and Enforcement Team, confirming that the final external building envelope of all apartments located within 80m of SH6 are designed to meet the internal noise requirements of QLDC-PDP Rule 49.5.38 based on the predicted traffic noise levels shown in Figure 7 Appendix B of the BBA acoustic report dated 28/07/2026 and referenced in Schedule 1.
	<i>Lighting</i>

Condition number	QLDC Land Use Consent Conditions
55.	At the time of lodgement of building consent (relative to the staging of the works), a finalised lighting plan must be submitted to QLDC Monitoring and Enforcement Team. The lighting design for the external car parks and pedestrian and vehicle access areas shall be designed in general accordance with the approved Drawings prepared by ECS Electrical Consulting Services Ltd, and referenced in Schedule 1. The information must include confirmation from a suitably qualified person that: a) the design complies with the QLDC Southern Light Part Two Technical Specifications dated 12 May 2025 and AS/NZS 4282:2023 for the control of obtrusive outdoor lighting, b) no activity creates light spill greater than 3 lux, measured horizontally or vertically at any point within the boundary of another site during curfew hours; and c) The plan is generally consistent with the drawings prepared by ECS Electrical Consulting Services Ltd, referenced in General Condition 1, Schedule 1.
	<i>Travel Demand Management Plan</i>
56.	Prior to the Permanent Occupation of any residential unit (relative to the staging of the works), a Travel Demand Management Plan is to be prepared by the Consent Holder and made available to prospective residents. The objective of the Travel Demand Management Plan is to provide information to residents to inform their travel choices with the aim of reducing private vehicle use. The Travel Demand Management Plan must provide information to residents to inform their travel choices, including: a. Available communication networks (i.e. fibre connection) so that residents may work from home b. Onsite office areas and shared community spaces c. Location of local activities (leisure, commercial, convenience retail etc) and convenient active travel to these activities d. Transport connections (footpaths, shared paths and bus stops) to surrounding communities, commercial, educational (high school) and leisure activities to promote active and PT options

QLDC SUBDIVISION CONSENT CONDITIONS

Condition number	QLDC Subdivision Consent Conditions
	General
1.	The development must be undertaken/carried out in accordance with the Scheme plans contained in Schedule 1.
2.	Where minor variations to the scheme plans are proposed, the Consent Holder must submit amended scheme plans to detail the proposed amendments to QLDC Monitoring and Enforcement Team for written certification.
	Staging
3.	This subdivision may be staged. For the purposes of issuing approvals under Sections 223 and 224(c) of the RMA, the conditions of this consent shall be applied only to the extent that they are relevant to each particular stage proposed.
	Compliance with Code of Practice
4.	All physical development works including retaining walls, documentation and other consent obligations shall be carried out in accordance with QLDC's policies and standards, being QLDC's Land Development and Subdivision Code of Practice adopted on 17 April 2025, except where specified otherwise by the following conditions of consents, plans and reports contained in Schedule 1 or agreed through Engineering Acceptance.
	Suitably Qualified Persons
5.	The Consent Holder shall ensure that all investigations, calculations, design, supervision, and certification of the infrastructure required under the conditions of this consent are carried out by or under the control of persons who: a) are experienced in their respective fields, and b) for engineering matters, are considered as "suitably qualified persons" under QLDC's Land Development and Subdivision Code of Practice adopted on 17th April 2025.
	Assets to vest

Condition number	QLDC Subdivision Consent Conditions
6.	The Consent Holder must ensure that: a) Lot 101, Lot 103, 104, 105 (Road Reserve) are vested in QLDC; b) Lot 102 is vested in His Majesty the King; and c) Lot 7 is either: i) Vested in QLDC as a Local Purpose Reserve, if QLDC confirm that the Consent Holder is eligible for development contribution credits, or ii) Retained in private ownership, if QLDC advise that the Consent Holder is not eligible for development contribution credits.
7.	Prior to the Permanent Occupation of residential units, the Consent Holder shall provide to QLDC Monitoring and Enforcement Team a Computed Easement Plan and Easement Instrument for the public infrastructure. This shall include the following; a) Infrastructure is within a minimum 3m wide easement in gross in favour of QLDC with no buildings above. b) The easements include the provision that any reinstatement over and above asphalt and brushed concrete will be at the cost of the land owner. c) The easements indemnify QLDC against any claims or damage to or by third parties caused by the presence of any structure within and/or over the easement. d) Once approved by QLDC the easement shall be registered on the relevant titles. All costs shall be at the Consent Holder expense and the measures shall be registered on the subject lot title(s) prior to occupation of the units.
	Prior to Section 223 Certification
8.	Prior to QLDC P&I Department signing the Survey Plan pursuant to Section 223 of the RMA, the Consent Holder shall complete the following: a) All necessary easements shall be shown in the Memorandum of Easements attached to the Survey Plan and shall be duly granted or reserved. This shall include any Easements in Gross as required by QLDC for infrastructure to vest. b) Infrastructure shall be within a minimum 3m wide easement in gross in favour of QLDC with no buildings above.

Condition number	QLDC Subdivision Consent Conditions
	c) The easements include the provision that any reinstatement over and above asphalt and brushed concrete will be at the cost of the land owner. d) The easements indemnify QLDC against any claims or damage to or by third parties caused by the presence of any structure within and/or over the easement. e) Once approved by QLDC the easement shall be registered on the relevant titles. f) All costs shall be at the Consent Holder expense and the measures shall be registered on the subject lot title(s) prior to 224c. g) The Consent Holder shall demonstrate that upon deposit of the Survey Plan, Lots 101, 103, 104 and 105 vest as road. In order to vest the road, the Consent Holder shall be required to demonstrate all interests on the underlying Records of Title (being Lot 3 DP 606744; Lot 2 DP 617529; Section 9 SO 485598) have been removed, or will be removed upon deposit of the Survey Plan. h) The names of all roads, private roads & private ways which require naming in accordance with QLDC's 'Road Naming Policy' shall be shown on the survey plan. <i>Advice Note: The road naming application should be submitted to QLDC Monitoring and Enforcement Team prior to the application for the Section 223 certificate, a copy of the Resource Consent Decision shall be included with the application.</i>
	Prior to Section 224(c) Certification
9.	Prior to certification pursuant to Section 224(c) of the RMA, the Consent Holder shall complete the following: a) The submission of 'as-built' plans and information required to detail all engineering works completed in relation to or in association with this subdivision/development at the Consent Holder's cost. This information shall be formatted in accordance with QLDC's 'as-built' standards and shall include all Roads (including rights of way and access lots), Water, Wastewater and Stormwater reticulation (including private laterals and toby positions). b) The completion and implementation of all reviewed and accepted works detailed in QLDC Land Use Consent FTAA [REF] relevant to the subdivision stage. c) The Consent Holder shall establish a suitable legal body which shall be responsible for implementing and maintaining the on-going maintenance of all internal roading, landscaping and communal services and facilities associated with the subdivision. d) The legal documents are to be checked and approved by the QLDC's solicitors at the Consent Holder's expense.

Condition number	QLDC Subdivision Consent Conditions
	e) Written confirmation shall be provided from the electricity network supplier responsible for the area, that provision of an underground electricity supply has been made available (minimum supply of single phase 15kVA capacity) to the boundary of all saleable lots created and that all the network supplier's requirements for making such means of supply available have been met. f) Written confirmation shall be provided from the telecommunications network supplier responsible for the area, that provision of underground telecommunication services has been made available to the boundary of all saleable lots created and that all the network supplier's requirements for making such means of supply available have been met. g) The submission of Completion Certificates for all infrastructure engineering works completed in relation to or in association with this development (for clarification this shall include all Roads, Water, Wastewater and Stormwater Infrastructure). The certificates shall be in the format of the QLDC's Land Development and Subdivision Code of Practice Schedule 1B and 1C Certificate. h) The Consent Holder shall engage an independent and suitably qualified and experienced traffic engineer to carry out a detailed design safety audit in general accordance with the NZTA Manual "Safe System Audit Guidelines" and section 3.2.7 of QLDC's Code of Practice. This shall include all vehicle access, manoeuvring and parking areas WITHIN Collector Road C1, and include confirmation that appropriate traffic signs and road marking have been provisioned in accordance with NZTA's Traffic control devices manual. The Consent Holder shall comply with any recommendations at their own cost. A copy of this report shall be submitted to QLDC.
	Ongoing Conditions/Consent Notices
10.	The following conditions of this consent shall be complied with in perpetuity and shall be registered on the relevant Titles by way of Consent Notice pursuant to section 221 of the RMA. a) All lot owners are required to be part of the management entity, incorporated society or equivalent legal body. This legal body shall be established and maintained at all times and ensure implementation and maintenance of all internal roading, service infrastructure, landscaping and facilities associated with the development approved under QLDC Land Use Consent [FTAXXX] b) In the absence of a legal body, or in the event that the legal body established is unable to undertake, or fails to undertake, its obligations and responsibilities stated above, then the lot owners shall be responsible for establishing a replacement legal body and, in the interim, the lot owners shall be responsible for undertaking all necessary functions.
11.	The following conditions of the consent shall be complied with in perpetuity and shall be registered on the proposed Commercial Development Lot 5 by way of Consent Notice pursuant to section 221 of the RMA. 1) This Lot has been created as a Local Shopping Centre Development Lot. 2) Consent is necessary to construct buildings on the lot in accordance with Rule 49.4.23 of the QLDC PDP.

Condition number	QLDC Subdivision Consent Conditions
	3) Building must meet the following standards which take precedence over the standards within the Te Pūtahi Ladies Mile Zone: a) The maximum building coverage shall be 75%. b) Internal boundary setbacks shall not be less than 3m. c) Acoustic insulation: a mechanical ventilation system shall be installed for all critical listening environments in accordance with Table 5 in QLDC Proposed District Plan Chapter 36; and all elements of the facade of any critical listening environment shall have an airborne sound insulation of at least 40 dB Rw+Ctr determined in accordance with ISO 10140 and ISO 717-1. d) All residential and visitor accommodation activities shall be restricted to first floor level or above e) The maximum building height shall be 13m. f) Sound* from activities shall not exceed the following noise limits at any point within any other site in this zone: - Daytime (0800 to 2200hrs) 60 dBLAeq(15 min) - Night-time (2200 to 0800hrs) 50 dB LAeq (15 min) - Night-time (2200 to 0800hrs) 75 dB LAFmax *measured in accordance with NZS 6801:2008 and assessed in accordance with NZS 6802:2008 g) Lighting and Glare: All exterior lighting, other than footpath or pedestrian link amenity lighting, installed on sites or buildings within the zone shall be directed away from adjacent sites, roads and public places, and so as to limit the effects on the amenity of adjoining sites, the safety of the transport network and the effects on the night sky. - No activity shall result in a greater than 3 lux spill (horizontal or vertical) of light onto any adjoining property which is zoned residential measured at any point more than 2m inside the boundary of the adjoining prop. h) Retail and Office activities: individual Retail activities shall not exceed 300m² gross floor area; and individual Office activities shall not exceed 200m² gross floor area.

ORC LAND USE CONSENT CONDITIONS – EXTERNAL INFRASTRUCTURE EARTHWORKS

Condition number	ORC Land Use Consent Conditions – External Infrastructure Earthworks
1.	This consent authorises the use of land for residential earthworks and the associated discharge of sediment laden water within the site for the following works: a) the signalisation of the SH6/Stalker Road/ Lower Shotover Road roundabout b) signalised intersection at Lower Shotover Road and Road C1 c) the installation of bus stops on SH6, and the creation of a westbound bus lane between Stalker Road and the Shotover Bridge d) vehicle crossing onto Spence Road Upgrade e) active travel path along Lower Shotover Road and SH6 External trunk infrastructure wastewater and water supply trunk main upgrades, stormwater network upgrades,
2.	The use of land for earthworks for residential development and any associated discharge must be carried out in accordance with the plans detailed in Schedule 1 and the certified management plans set out in Condition 5. If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.
3.	The works authorised by this consent must only be exercised in conjunction with ORC Discharge Consent [FTAXXX] which authorises the discharge of sediment-laden water to land associated with this resource consent.
	Performance Monitoring
4.	Prior to commencement of the works described in Condition 1 of this consent the Consent Holder must ensure that all personnel working on the site are made aware of, and have access at all times to: a) The contents of this document; b) The final Erosion and Sediment Control Plan as required by Condition 5 of this consent; c) The Environmental Management Plan as required by Condition 5 of this consent; and Copies of these documents must be present on-site at all times while the work authorised by this consent is being undertaken.
	Environmental Management Plan

5.	At least 15 working days prior to the commencement of earthwork activity, the Consent Holder must submit a finalised Environmental Management Plan (EMP) and Erosion and Sediment Control Plan (ESCP) for certification by the Consent Authority. This document must be prepared by a SQEP. The objective of the EMP is to set out the proposed construction methodology and environmental management measures to appropriately avoid, remedy and/or mitigate the potential effects of earthworks, construction and site works associated with development. The EMP/ ESCP must address the following (as a minimum): a) Administrative Requirements i) Weekly site inspections ii) Monthly environmental reporting iii) Independent audit by a SQEP iv) Notification and management of environmental incidents v) Records and registers vi) Environmental roles and responsibilities of personnel (including nomination of Principal Contractor) vii) Site induction b) Operational Requirements v) Erosion and sedimentation, including an ESCP to be prepared by a SQEP vi) Water quality monitoring including sampling locations vii) Dust management viii) Chemical and fuel management c) Sufficient detail to address the following matters: iii) Specific erosion and sediment control works (locations, dimensions, capacity etc); iv) Supporting calculations and design drawings; v) Catchment boundaries and contour information; vi) Details of construction methods; vii) Timing and duration of construction and operation of control works; viii) Processes in place if unexpected contaminated land is encountered; ix) Contingency measures for snow and/ or frost events (in relation to chemical treatment) x) Measures to avoid silt and/or sediment tracking onto roads and then to water for the duration of the earthworks, such as: • Providing stabilised entry and exit point(s) for vehicles;
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	• Providing wheel wash facilities; and • Cleaning road surfaces using street-sweepers immediately where sediment has been tracked onto the road. xi) Details relating to the management of exposed areas; and xii) Monitoring and maintenance requirements.
6.	The Consent Holder must submit an updated EMP/ ESCP to the Consent Authority when: a) The construction program moves from one stage to another; or b) Any significant changes have been made to the construction methodology since the original plan was accepted; or c) There has been an Environmental Incident and investigations have found that the management measures are inadequate. d) Any updated versions of the EMP/ ESCP must be submitted to the Consent Authority for review and acceptance. Works implementing the updated EMP/ ESCP must not commence until it has been accepted, and all works must be undertaken in accordance with the most current EMP/ ESCP accepted by the Consent Authority at all times. e) The Consent Holder must establish and implement document version control and ensure that the Consent Authority is provided with an electronic copy of the most current and complete version of the EMP and ESCP at all times.
7.	Within 10 working days following installation of the erosion and sediment control works, and prior to the commencement of earthworks activity on the subject site, a SQEP must provide written certification that the erosion and sediment control measures have been constructed and completed in accordance with the erosion and sediment control plan to the Consent Authority.
8.	The operational effectiveness and efficiency of all erosion and sediment control measures must be maintained throughout the duration/each stage of earthwork activity, or until the site is permanently stabilised against erosion. A record of any maintenance work must be kept and be supplied to the Consent Authority on request.
9.	All decanting earth bunds utilised during earthworks must be designed to ensure that they: a) have a storage capacity is provided in accordance with the approved ESCP b) have a level invert and two layers of geotextile covering and pinned securely to the emergency spillway to prevent erosion; c) use floating decant devices that discharge in accordance with the approved ESCP
10.	The Consent Holder must engage a SQEP to monitor the site monthly to: a) Ensure that the site is complying with its EMP and ESCP; and b) Identify any new environmental risks arising that could cause an environmental effect and suggest alternative solutions that will result in more effective and efficient management.

	The outcome of these inspections must be included in the Monthly Environmental Report.
11.	During the exercise of this consent, the Consent Holder must complete and submit reporting to the Consent Authority in the form of a Monthly Environmental Report. The Monthly Environmental Report must be submitted within 5 working days of the end of each month. The Monthly Environmental Report must include reporting and statements actively addressing but not limited to the following that occurred during the reporting month: a) Updates to the ESCP; b) Weekly Site Inspections – number of inspections completed, and summary of corrective actions undertaken; c) Reporting on monitoring undertaken (including Pre- and Post-Rainfall Events and water quality sampling and results as required by the ESCP.
12.	All machinery associated with the earthworks activity must be operated in a way, which ensures that spillages of hazardous substances such as fuel, oil, grout, concrete products and any other contaminants are prevented.
13.	All earthworks must be managed to ensure that they do not lead to any uncontrolled instability or collapse either affecting the site or adversely affecting any neighbouring properties. In the event that such collapse or instability does occur, it must immediately be rectified.
14.	For the duration of the earthworks subject of this consent: a) All machinery must be clean, free of contaminants and in good repair, prior to entering the site; b) No construction materials may be left in a position where they could be carried away by storms, floods, waves or other natural events; c) The Consent Holder must take all practicable measures to prevent spills of hazardous substances being discharged into water or onto land in a manner that may enter water. Such measures may include, but not be limited to; i) all practicable measures must be undertaken to prevent oil and fuel leaks from vehicles and machinery; ii) fuel storage tanks and machinery must be maintained at all times to prevent leakage of oil and other contaminants; iii) no refuelling of machinery or equipment must occur within a surface waterbody or the coastal marine area; iv) there must be no storage of fuel within 20 metres of a surface water body; v) a spill kit, that is capable of absorbing the quantity of oil and petroleum products that may leak or be spilt must be kept on-site at all times. d) The Consent Holder must inform the Consent Authority immediately and no later than 12 hours of an oil spill and must provide the following information; i) the date, time, location and estimated volume of the spill; ii) the cause of the spill; iii) clean up procedures undertaken;

	iv) details of the steps taken to control and remediate the effects of the spill on the receiving environment; v) as assessment of any potential effects of the spill; and vi) measures to be undertaken to prevent a recurrence. All machinery, fencing, signs, chemicals, rubbish, debris and other materials must be removed upon completion of the earthworks within 10 working days.
15.	The area of earthworks must be progressively stabilised against erosion at all stages of the earthwork activity and must be sequenced to minimise the discharge of contaminants to groundwater or surface water in accordance with ESCP. Interim stabilisation measures may include but are not limited to: a) the use of covers, geotextiles, or mulching; b) top-soiling and grassing of otherwise bare areas of earth; c) aggregate or vegetative cover that has obtained a density of more than 80% of a normal pasture sward.
16.	In order to prevent site access points from becoming sediment sources that lead to sediment laden water entering waterways from the road, the Consent Holder must ensure that all ingress and egress points to the site are Stabilised Construction Entrances. All construction traffic must be limited to these entrances only.
	General
17.	Where any incident caused by the residential earthworks has led to any adverse environmental effects occurring that have not been consented, the Consent Holder must: a) Report to Consent Authority details of the incident within 12 hours of becoming aware of the incident. b) Identify any corrective actions taken by the Consent Holder so far. c) Provide a comprehensive Environmental Incident Report to the Consent Authority within 10 working days of the incident occurring.
18.	This consent does not authorise work on a contaminated site. If unexpected contamination is discovered, the Consent Holder must cease all earthworks in the area of the contamination immediately and notify the Consent Authority within five days. Works in the area affected by contamination can only recommence once any required consents are obtained.
19.	

ORC DISCHARGE CONSENT CONDITIONS – EXTERNAL INFRASTRUCTURE EARTHWORKS

Condition number	ORC Discharge Consent Conditions – External Infrastructure Earthworks
1.	The discharge to land must be carried out in accordance with the plans prepared by McKenzie & Co detailed in Schedule 1. If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.
2.	This consent must be exercised in conjunction with ORC Land Use Consent [FTAXXXX]
3.	The discharge authorised by this consent must not result in: a) the production of any conspicuous oil or grease films, scums or foams, or floatable or suspended materials. b) any conspicuous change in the colour or visual clarity. c) any emission of objectionable odour. d) the rendering of fresh water unsuitable for consumption by farm animals or any significant adverse effects on aquatic life in any river, lake, artificial watercourse or wetland.
	Review
4.	The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions of this consent during the period of in relation to the exercise of this consent, for the purpose of: a) Determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which becomes evident after the date of commencement of the consent; b) Ensuring the conditions of this consent are consistent with any National Environmental Standards, relevant regional plans, and/or the Otago Regional Policy Statement; c) Reviewing the frequency of monitoring or reporting required under this consent.

PART B – WILDLIFE ACT APPROVAL CONDITIONS

Condition number	Department of Conservation Wildlife Act Approval
	Approved activity
	<i>Activity</i> i. Catch alive and liberate protected wildlife for the purpose of salvage, to protect lizards from adverse effects associated with earthworks, excavation and vegetation removal/replanting. ii. Incidentally kill protected wildlife, as a result of unsuccessful salvage or any activities undertaken in relation to the Simplicity Living Limited development, provided all reasonable steps are taken in accordance with this Approval to avoid killing wildlife. <i>Species</i> • McCann's skink <i>Oligosoma maccanni</i> • Southern Grass Skink <i>Oligosoma chionocholes</i> <i>Methods</i> • In accordance with the conditions specified in this Authority and the Lizard Management Plan to be prepared under these conditions.
	Lizard Survey
1.	Prior to the commencement of works within any stage that involves vegetation removal within the potential lizard habitat areas referred to in the Lizard Habitat Assessment, a suitably qualified and experienced herpetologist must undertake lizard surveys to determine the lizard species present and their distributions and relative abundances. Surveys must be undertaken during the lizard survey season (October to March inclusive) and during warm, calm, and dry weather conditions.
	Lizard Management Plan (LMP)

2.	Prior to the commencement of works within the Kowarau River Marginal Strip or on any part of the site where lizards are detected as part of the lizard survey in Condition Error! Reference source not found.1, the Approval Holder must prepare and provide to Director-General a Lizard Management Plan (LMP) for certification. The objective of the LMP is to ensure that actions by the Approval Holder regarding lizards are carried out in a manner that avoids, remedies or mitigates adverse effects on lizards.
3.	The LMP must be prepared by a suitably qualified and experienced herpetologist in accordance with the Department of Conservation's Lizard Management Guidelines (2019) and must provide for: (a) the personnel authorised to handle lizards; (b) the capture and handling methods to minimise the risk of injury to lizards; (c) the processes for reporting incidental discovery of other wildlife species; and (d) the processes for managing and if appropriate, relocating lizards within the Kowarau River Marginal Strip or on any part of the site where lizards are detected as part of the lizard survey in Condition 1; and (e) reporting procedures and format for summarising lizard salvage and relocation activities to the Department of Conservation.
	Variations
4.	The Approval Holder may apply to the Director-General for variations to this Approval in accordance with clause 7(2) of Schedule 7 of the Fast-track Approvals Act 2024.
	Cancellation
5.	The Director-General may revoke this Approval in whole or any part at any time (pursuant to clause 7(4) of Schedule 7 of the Fast-track Approvals Act 2024) if: (a) The Approval Holder breaches any of the conditions of this Approval. (b) In the Director-General's opinion, the exercise of this Approval has caused, or is likely to cause, any unforeseen adverse effects on lizards. (c) If the Director-General intends to revoke this Approval in whole or in part, the Director-General will give the Approval Holder such prior notice as the Director-General considers reasonable and necessary in the circumstances.
	Costs

6.	The Approval Holder must pay the Department of Conservation's standard charge-out rates for any staff time and mileage required to monitor compliance with this Approval and to investigate any alleged breaches of the terms and conditions of it.
	Compliance with the Director-General's Notices and Directions
7.	The Approval Holder must comply with all statutes, bylaws, and regulations, and all notices, directions, and requisitions of the Director-General of Conservation and any competent authority relating to the exercise of the Approval.

PART C – CONCESSION CONDITIONS

Condition number	Department of Conservation Concession	
Schedule 1		
1.	Easement Land (burdened land - the land where the easement activity occurs) (Schedule 4)	As marked on the attached plan or map in Schedule 4 being: Physical Description/Common Name: Kawarau Marginal Strip Land Status: Public Conservation Land (Crown land) administered under s24 Conservation Act 1987. Area: 19.8711 ha Legal Description: Crown Land Block III Shotover Survey District Map Reference: DOC Parcel Reference: DOC Maps ID: Kawarau River Marginal Strip – Parcel 3128172
2.	Land (benefited land - the land that benefits from the easement) (If none then select "in gross") (Schedule 4)	Is the easement in gross? Yes / No If No then complete the following: As marked on the attached plan or map in Schedule 4 being the land in record of title:
3.	Concession Activity (clause 2)	(a) a right to convey water:
4.	Term (clause 3)	Life of the asset commencing on [X]
5.	Final Expiry Date (clause 3)	[X]

6.	Concession Fee (clause 4)	The preferred payment option for concession fee is annual “per annum”. If considered appropriate, you can select the one-off payment option. Note (1) additional fee types can be added if required; and (2) remember to delete the option that is not relevant. Annual “per annum” option: Concession Activity Fee: \$xxx per annum plus GST Concession Management Fee: \$xxx per annum plus GST Environmental Monitoring Fee: \$xxx per annum plus GST / Not required delete as appropriate OR One-off payment option: Concession Activity Fee: A one-off payment of \$xxx plus GST Concession Management Fee: A one-off payment of \$xxx plus GST Environmental Monitoring Fee: A one-off payment of \$xxx plus GST / Not required delete as appropriate
7.	Concession Fee Payment Date (clause 4)	On or before the date specified on the invoice issued by the Grantor or, specify a date for fee to be paid.
8.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR).
9.	Concession Fee Review Date(s) (clause 5)	If annual payment in Item 6 in this Schedule 1 Insert interval of review e.g. yearly, 3 yearly. Ensure intervals do not exceed 3 years as this is the statutory maximum: Examples – yearly on the anniversary (and for the duration) of this Concession; 3 yearly on the anniversary (and for the duration) of this Concession; or list each review date OR If one-off payment in Item 6 in this Schedule 1 insert: Not applicable (note: remember to delete the option not relevant)
10.	Insurance (To be obtained by Concessionaire)	Types and amounts:

	(clause 11)	Public Liability Insurance for general indemnity for an amount no less than \$1,000,000.00 (or more if appropriate); and Third party vehicle liability for an amount no less than \$500,000.00. (or more if appropriate) delete if no vehicle involved in activity Other Policies and amounts: Insert as appropriate
11.	Addresses for Notices (clause 20)	The Grantor's address is: 18 Manners Street Wellington 6011 Phone: : 0800 275 362 Email: permissions@doc.govt.nz The Concessionaire's address in New Zealand is: 10 Gorge Road Queenstown 9300. Phone 03 441 0499: Email: services@qldc.govt.nz
12.	Special Conditions (clause 25)	See Schedule 3
13.	Processing Fee (clause 4)	\$xxx plus GST

Note: The clause references are to the Grantor's Standard Terms and Conditions set out in Schedule 2.

Schedule 2

1.	Interpretation 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire. 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
2.	2.1 The Concessionaire is only allowed to use the Easement Land for the Concession Activity. 2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

3.	This Concession commences on the date specified in [Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.]
4.	4.1 The Concessionaire must pay the Processing Fee [(Item 13 of Schedule 1)] to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid. 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in [Items 6, and 7 of Schedule 1.] 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in [Item 8 of Schedule 1.]
5.	5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date in Item 9 of Schedule 1 in the following manner: (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire. (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987. (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 5.2. (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice. (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date. (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee in accordance with clause 5.2 an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable. 5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either: (a) By one party giving notice to the other requiring the new Concession Fee to be determined in accordance with the Disputes clause (clause 19) or, if the parties agree,

	(b) by registered valuers acting as experts and not as arbitrators as follows: (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means. (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties. (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer. (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If the valuers fail to agree, the Concession Fee is to be determined by the umpire. (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Easement Land. (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe. (vii) The valuers or the umpire must have regard to any such representations but are not bound by them. (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne. (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable and the following applies: (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.
6.	Other charges 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity. 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.

	6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.
7.	7.1 The Concessionaire must not transfer, sublease, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the Assignee) other than the Concessionaire) without the prior written consent of the Grantor. 7.2 The Grantor may in the Grantor's discretion under clause 7.1: (a) decline any application for consent; or (b) grant consent subject to such conditions as the Grantor thinks fit. 7.3 Sections 17S to 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise. 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession. 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted. 7.6 If the Concessionaire is not a publicly listed company any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.
8.	8.1 The Concessionaire must not, without the prior consent of the Grantor: (a) cut down or damage any vegetation; or (b) damage any natural feature or historic resource on the Easement Land; or (c) light any fire on the Easement Land. 8.2 The Concessionaire must, at its cost: (a) keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair; and (b) must keep the Easement Land in a clean and tidy condition. 8.3 The Concessionaire must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.

9.	The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.
10.	If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
11.	11.1 The Concessionaire agrees to use the Easement Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Land. 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity. 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination. 11.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor. 11.5 Despite anything else in clause 11 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused. 11.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Land, the Concession Activity, or to any structures, equipment or facilities on the Easement Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 11.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors. 11.7 Where the Grantor is found to be liable in accordance with clause 11.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities. 11.8 Despite anything else in clause 11 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused. 11.9 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer. 11.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 11.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice. 11.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting: (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/or;

	(b) a copy of the current certificate of such policies.
12.	The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.
13.	13.1 The Concessionaire must comply where relevant: (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Easement Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and (c) with all notices and requisitions of any competent authority affecting or relating to the Easement Land or affecting or relating to the conduct of the Concession Activity; and (d) with all Department signs and notices placed on or affecting the Easement Land 13.2 The Concessionaire must comply with this Concession. 13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1(a) is deemed to be a breach of this Concession. 13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.
14.	14.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Land. Before so terminating the Grantor must give the Concessionaire either: (a) one calendar month's notice in writing; or (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary; of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance. 14.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy

	in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.
15.	15.1 On expiry or termination of this Concession, either as to all or part of the Easement Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land. 15.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition. 15.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Easement Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Easement Land then the Grantor cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.
16.	Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.
17.	The Concessionaire acknowledges that the Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.
18.	Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.
19.	19.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties. 19.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

	19.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute. 19.4 The arbitrator must include in the arbitration award reasons for the determination. 19.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.
20.	20.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received: (a) in the case of personal delivery, on the date of delivery; (b) in the case of post, on the 3rd working day after posting; (c) in the case of email, (i) if sent between the hours of 9am and 5pm on a working day, at the time of transmission; or (ii) if subclause (i) does not apply, at 9am on the working day most immediately after the time of sending. Provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice. 20.2 If either party's details specified in Item 11 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.
21.	21.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it. 21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.
22.	22.1 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession EXCEPT to the extent set out in Schedule 3 of this Concession. 22.2 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.
23.	23.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.

	23.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor. 23.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land. 23.4 In addition, the Grantor must withhold consent if: (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or (b) the Grantor considers the change to be detrimental to the environment of the Easement Land. 23.5 Subject to clause 23.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Land. 23.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would: (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or (d) interfere with or prevent future forecast works of the Concessionaire, the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 23.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 23.6. 23.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2. 23.8 Where the Concessionaire is required under clause 23.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 23.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters: (a) any written comments or submissions of the Concessionaire and third party; (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987; (c) any other matters the Grantor considers relevant.
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	23.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2. 23.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Land. 23.11 The Grantor must not authorise the third party to commence work on the Easement Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.
24.	In the event that this Concession is held by multiple Concessionaire's, they will be jointly and severally liable.
25.	Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.
26.	This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand.
SCHEDULE 3	
1.	The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows: (a) Clause 1 is amended by adding the words "in Schedule 4" after the words "on a plan" in paragraph (a) of the interpretation of "easement area" (b) Clause 1 is amended by deleting the words "grantee and" from the interpretation of "grantee and grantor" (c) Schedule 5 is amended by adding a new clause 1A: "Any reference to "grantee" in this Schedule is to be read as "Concessionaire" and includes the Concessionaire's agents, employees, contractors, tenants, licensees and invitees." (d) Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2). (e) Clauses 13 and 14 are deleted.
	Construction conditions (pipeline)
2.	The pipeline must be no greater than [TBC] with a maximum carrying capacity of [TBC] litres per second and to supply no more than [TBC] litres per day as per approval of [TBC]. <i>Note TBC subject to detailed design</i>

3.	The pipeline intake must be underground.
	Construction conditions (general)
4.	Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum.
5.	The surface of the ground must be reinstated in a tidy manner following the installation of the easement facility.
6.	The Concessionaire must ensure that all machinery, tools and equipment used in undertaking the Concession Activity is steamed cleaned and weed free prior to being taken onto the Easement Land.
7.	That, prior to construction, the Concessionaire must: (a) Mark the centre line of the easement with tape on the ground, for the approval of the Grantor; and the Concessionaire must use best endeavours to conform to that approved route. Any deviation or variance from the approved route requires the prior written consent from the Grantor. For the avoidance of doubt, at any point the easement width must not exceed a width greater than 5 metres. (b) Provide to the Grantor for approval, a work plan detailing the contractors to be used, commencement dates, timelines, construction methods and standards.
	Fuels, hazardous materials, chemicals and waste
8.	Any waste or rubbish must be disposed of in an approved manner off the Easement Land at a Council approved site. Waste held on the Easement Land prior to its removal must be stored in a manner so as to ensure it does not become a contaminant or is not blown by wind or present a potential hazard to wildlife.
9.	In the event of any hazardous substance spill the Concessionaire must: (a) Take all practicable measures to stop the flow of the substances and prevent further contamination onto the Easement Land or water; (b) Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / authorised facility; (c) Notify the Grantor as soon as practicable; (d) Undertake any remedial action to restore any damage to the soil; and (e) Take all measures to prevent any reoccurrence.