
JACKS POINT VILLAGE HOLDINGS NO 2 LTD

QUEENSTOWN LAKES DISTRICT COUNCIL

INFRASTRUCTURE AGREEMENT

AGREEMENT dated

3 August

2018

Parties:

JACKS POINT VILLAGE HOLDINGS NO 2 LTD (JP)

QUEENSTOWN LAKES DISTRICT COUNCIL (QLDC)

Background

- A. JP owns or controls land zoned for development within the Jacks Point Resort Zone in the Queenstown Lakes District. JP plans to develop the JP Land for residential, mixed use and visitor accommodation development and wishes to connect to QLDC Wastewater Network.
- B. QLDC has granted a resource consent for subdivision of the JP Land, which anticipates connecting sections to QLDC Wastewater Network.
- C. JP has agreed to design the JP Reticulation with surplus capacity in order to facilitate future connections of Neighbouring Reticulations to the JP Reticulation.
- D. JP will meet the cost of designing and constructing the JP Reticulation. Some of this cost may be recoverable via the arrangement set out in this Agreement.
- E. Upon completion of the Works, the JP Reticulation connected to QLDC Wastewater Network will vest in QLDC.
- F. The parties enter into this Agreement in order to establish a framework for development of the JP Reticulation and its connection to QLDC Wastewater Network.

1 Interpretation

Definitions

- 1.1 In this Agreement, unless the context requires otherwise:

Actual Costs means the actual costs of the Works as calculated in accordance with clause 3.2;

Agreement means this heads of agreement, including the Background and any Appendices;

Business Day has the same meaning as that given to "working day" in the Property Law Act 2007;

Development Contributions means the development contributions payable to QLDC in relation to the development of the JP Land;

Dispute has the meaning given in clause 7.1;

Dwelling Equivalent has the same meaning as that provided in the Policy;

Engineer means the independent engineer appointed to the construction contract governing the Works;

Estimated Costs means the estimated costs of the Works, based on pricing received by JP during its tender process, and including allowance for all items detailed at clause 3.2;

JP Land means any land in the Jacks Point Resort Zone in which John Gerard Darby has a direct or indirect interest or manages the development of;

JP Reticulation means the wastewater reticulation the indicative route of which is shown marked in red in Appendix A (running from the JP pumping station to connect to the receiving manhole shown as SSMH 10-01 on the plan annexed as Appendix C), anticipated at the date of this agreement to run along the land contained in the following certificates of title:

- (a) 754623
- (b) 737029
- (c) 737038
- (d) 737036
- (e) 737026
- (f) 737031,

or an alternative route agreed between QLDC and JP under clause 5.1(a)(ii)(B), designed and to be constructed by JP to service the JP Land with wastewater disposal which without limitation includes all pipes and pump infrastructure related to wastewater conveyance;

JPROA means the Jacks Point Residents & Owners Association Incorporated;

Neighbouring Land means land currently owned by RCL Henley Downs Limited and Coneburn Land Holdings No 2 Limited in the Jacks Point Resort Zone;

Neighbouring Landowners means RCL Henley Downs Limited and its successors in title to the land currently owned by RCL Henley Downs Limited in the Jacks Point Resort Zone;

Neighbouring Reticulations means the sewerage reticulation systems developed by Neighbouring Landowners;

Jacks Point Resort Zone has the meaning given to it in the QLDC District Plan;

Plans and Specifications means the detailed plans and specifications necessary for the undertaking and construction of the Works;

Policy means the QLDC Development Contributions Policy 2017/2018;

Practical Completion means the completion of the Works in accordance with the Plans and Specifications and in accordance with the requirements of this Agreement, as certified by the Engineer (acting independently and in a professional capacity), so that:

- (a) the JP Reticulation is capable of being used for its intended use;

- (b) any services, plant and equipment comprising or servicing the JP Reticulation are fully commissioned and operational (if applicable); and
- (c) a producer statement has been issued in respect of the Works;

QLDC Reticulation means the wastewater reticulation upgrade shown in the plan annexed as Appendix B provided by QLDC to service the Queenstown Lakes District, including the JP Land, with wastewater disposal which without limitation includes all pipes related to wastewater conveyance;

QLDC Wastewater Networks means the QLDC wastewater infrastructure system owned and operated by QLDC;

Surplus Wastewater Capacity has the meaning provided in clause 2.2 of this Agreement;

Works means the construction of the JP Reticulation.

Construction

- 1.2 In this Agreement, unless the context requires otherwise:
- (a) headings are to be ignored;
 - (b) references to parties include each party's executors, administrators, successors and permitted assigns;
 - (c) references to persons include individuals, companies, governmental or other regulatory bodies or authorities or other entities whether or not having separate legal personality;
 - (d) words importing a particular gender include all other genders;
 - (e) singular words include the plural and vice versa;
 - (f) references to a statute include references to subordinate legislation made under that statute, and to all amendments made by subsequent statute or otherwise;
 - (g) the rule of construction known as *contra proferentem* does not apply;
 - (h) a month means a calendar month; and
 - (i) all monetary sums are denoted in New Zealand dollars.

2 Wastewater Capacity

- 2.1 JP agrees to:
- (a) construct the JP Reticulation so that it has capacity to supply a wastewater connection to 1,100 Dwelling Equivalents; and
 - (b) make available to Neighbouring Landowners 300 Dwelling Equivalent connections to the JP Reticulation consistent with clauses 2.2 and 2.3 below.

- 2.2 Any wastewater capacity of the JP Reticulation in excess of 800 Dwelling Equivalents (**Surplus Wastewater Capacity**) will be available for use by Neighbouring Landowners.
- 2.3 JP shall make reasonable endeavours to work with Neighbouring Landowners to coordinate plans for the Neighbouring Reticulations to be constructed and connected to the JP Reticulation by those Neighbouring Landowners at the Neighbouring Landowners' cost.
- 2.4 QLDC shall ensure that:
- (a) the JP Reticulation shall not be allocated to other parties in such a way as to limit, on a temporary or permanent basis, the ability to develop up to 800 Dwelling Equivalents on the JP Land at all times;
 - (b) a total wastewater capacity allocation of 1,000 Dwelling Equivalents is available in the Neighbouring Reticulations for use by developments within the JP Land; and
 - (c) upgrades to other parts of the QLDC Wastewater Network and QLDC Reticulation shall occur as soon as is reasonably possible following the date of this Agreement and in any case before 1 May 2018, so as not to limit, on a temporary or permanent basis, the ability to develop up to 1,000 Dwellings Equivalents on the JP Land at all times.
- 2.5 For clarity, the total wastewater capacity allocated to JP under this Agreement can be used for wastewater connections within the Jacks Point Zone, regardless of whether John Gerard Darby has a direct or indirect interest or manages the development of the relevant land at any given time.
- 2.6 To assist the parties in meeting their respective obligations under this Agreement, JP and QLDC will regularly communicate their respective development intentions, construction status and progress to each other.

3 Costs And Contribution

- 3.1 Subsequent to tendering for construction of the Works but before entering into a construction contract, JP shall notify QLDC of the Estimated Costs. The Works may only commence once QLDC has approved the Estimated Costs (acting reasonably).
- 3.2 Upon Practical Completion, JP shall notify QLDC of the actual costs incurred in the completion of the JP Works (**Actual Costs**), which strictly include the following:
- (a) The costs of construction and supply of materials for the JP Works;
 - (b) 8% of the costs under clause 3.2(a), being the design and project management costs; and
 - (c) Any reasonable access fees and other charges and expenses payable to the private landowners in relation to any JP Reticulation running across or underneath the private landowners' land;
- net of GST, plus GST on that sum.

- 3.3 In the event that the Actual Costs are materially greater than the Estimated Costs, the parties shall meet in good faith and use reasonable endeavours to agree a mutually satisfactory calculation of the Actual Costs for the purposes of this Agreement. If the parties are unable to agree the sum of Actual Costs within 15 Business Days following the notification of the Actual Costs to QLDC, then the Dispute to determine the sum of the Actual Costs shall be resolved in accordance with the Dispute resolution provisions set out in clause 7. Once the sum has been agreed or settled it shall be recorded in an addendum to this Agreement and shall be the Actual Costs for the purposes of this Agreement.
- 3.4 To assess whether JP is eligible for any Development Contributions credit in respect of the cost of the Surplus Wastewater Capacity, QLDC will offset the cost of the Surplus Wastewater Capacity against the cost of the wastewater capacity benefits derived by JP from the Neighbouring Reticulations. Those calculations operate as follows:
- (a) Cost of the Surplus Wastewater Capacity = $300/1100 \times$ Actual Costs; and
 - (b) Cost of JP benefit from Neighbouring Reticulations = $1000/2800 \times$ cost of construction of the Neighbouring Reticulations.
- Any Dispute regarding an offset under clause 3.4 shall be resolved in accordance with clause 7.
- 3.5 If the offset process set out at clause 3.4 results in:
- (a) A net credit to JP for the cost of the Surplus Wastewater Capacity, then JP will be eligible for a Development Contributions credit in that amount; and
 - (b) A net debit to JP for the cost of the JP benefit from Neighbouring Reticulations, then no credit is available to JP but JP will incur no additional cost, including any development contribution, in respect of that debit.
- 3.6 To avoid doubt, JP will not be liable to QLDC for any cost or charge, including any development contribution, in respect of its connection to the Neighbouring Reticulations (including in the event that the offset process at clause 3.4 results in a net debit), except for Development Contributions payable in accordance with clause 5.1(e).

4 JP Reticulation Works

- 4.1 JP shall carry out the Works in accordance with the requirements set out in this clause 4 and the balance of this Agreement.

Plans and Specifications

Design

- 4.2 JP will cause the Works to be designed in substantial conformity with QLDC's usual engineering acceptance process, in compliance with all relevant statutory, regulatory and local authority requirements (includes codes of practice), and so that the Works will be fit for their intended use.

Approval of Plans and Specifications

- 4.3 JP shall submit the Plans and Specifications to QLDC for approval prior to commencement of the Works. QLDC's approval is not to be unreasonably or arbitrarily withheld.
- 4.4 If the Plans and Specifications are not approved by QLDC within 10 Business Days of receipt of the same from JP, then QLDC will promptly notify JP of QLDC's reasons for disapproval and QLDC will specify the modifications required by QLDC. JP will not unreasonably or arbitrarily withhold its approval to QLDC's modifications provided that such modifications are required to ensure that the Plans and Specifications conform to the general requirements set out in clause 4.2.
- 4.5 If QLDC has any objections to the Plans and Specifications the parties shall meet and negotiate in good faith in order to settle those objections and once settled, the parties will initial the Plans and Specifications.
- 4.6 If the parties are unable to reach agreement within 10 Business Days of any objection, then the matter shall be referred to resolution under clause 7.

Works

- 4.7 JP shall commence construction of the Works as soon as possible following the date of this Agreement and QLDC's approval of the Estimated Costs, in accordance with clauses 4.2 to 4.6 inclusive (time being of the essence).
- 4.8 JP will, in respect of the Works, and at its own cost:
- (a) apply for all necessary consents and approvals which may be required for the Works;
 - (b) complete the Works in accordance with the Plans and Specifications;
 - (c) complete the Works in a good and workmanlike manner and in accordance with sound and accepted architectural and engineering standards;
 - (d) use its best endeavours to restrict cost escalations and to ensure that the Works do not exceed the Estimated Costs;
 - (e) complete the Works in accordance with the requirements of all consents and approvals;
 - (f) complete the Works in accordance with all obligations, restrictions and requirements imposed by or arising in consequence of all statutes, regulations, bylaws, district plans and district rules in force for the time being affecting the carrying out and completion of the Works; and
 - (g) arrange for the Engineer to inspect the Works and issue a written certificate to QLDC and JP certifying that Practical Completion has been achieved.

Inspection

- 4.9 QLDC (and its consultants and contractors) shall at all reasonable times by arrangement with JP, be entitled to inspect:
- (a) the Plans and Specifications for the construction of the Works; and
 - (b) the progress of the Works, provided that it is accompanied by a representative of JP and provided further that in doing so does not impede or interfere with JP's contractor(s) and complies at all times with JP's health and safety requirements.

Defects in Works

- 4.10 If any defects in Works are discovered prior to the vesting of the JP Reticulation under clause 5.1(f), JP shall take reasonable steps, at its own expense, to enforce:
- (a) any contractor's warranties under the applicable construction contract (**Contractor's Warranties**) for any:
 - (i) defective materials used in the construction of the Works;
 - (ii) substandard workmanship in respect of the Works; and
 - (iii) failure to comply with local authority requirements, statutes, regulations or required consents or approvals in the construction of the Works; and
 - (b) its rights under the construction contract against the contractor such that any defects in Works will be remediated by its contractor pursuant to the construction contract.
- 4.11 Upon the vesting of the JP Reticulation in QLDC, JP will assign (to the extent permissible) the Contractor's Warranties to QLDC.
- 4.12 If any of the Contractor's Warranties are not assignable in accordance with their terms but are still capable of being enforced after vesting of the JP Reticulation, JP will hold such Contractor's Warranties on trust for QLDC and will, when requested by QLDC, take reasonable steps to enforce such Contractor's Warranties for the benefit of QLDC at QLDC's expense.

5 Connection To QLDC Infrastructure

- 5.1 QLDC and JP agree that:
- (a) JP shall be entitled to construct and connect the JP Reticulation to the QLDC Wastewater Network via the Neighbouring Reticulations and the QLDC Reticulation to the receiving manhole shown as SSMH 10-01 on the plan annexed in Appendix C in accordance with the provisions in this Agreement. If it becomes apparent to QLDC prior to 23 August 2018 that the Neighbouring Reticulations will not be constructed to that connection point by 22 October 2018 or within a reasonable time thereafter, QLDC will notify JP in writing of the delay. Following such notification:

- (i) JP will take reasonable steps to resolve the delay directly with the Neighbouring Landowners, including by way of enforcement of relevant existing agreements between JP and the Neighbouring Landowners; and
- (ii) If those steps do not resolve the delay to JP's satisfaction (acting reasonably) within a reasonable period of time, QLDC will either:
 - (A) take reasonable steps to resolve the delay directly with the Neighbouring Landowners, including by way of enforcement of its agreement with the Neighbouring Landowners; or
 - (B) take reasonable steps to assist JP (in good faith) with alternative solutions proposed by JP to resolve the delay in connectivity, which may include enabling JP to run the JP Reticulation via an alternative route along a realigned route of Woolshed Road.
- (b) JP and QLDC shall in good faith collaborate in relation to their respective portions of the JP Reticulation and QLDC Reticulation to enable the connection of the JP Land to the QLDC Wastewater Network.
- (c) The JP Reticulation can, as and when required by JP, connect to the QLDC Wastewater Network provided that:
 - (i) the Works have achieved Practical Completion in accordance with this Agreement;
 - (ii) the JP Reticulation has the capacity to supply a wastewater connection to no less than 1,100 residential dwellings (or Dwelling Equivalents).
- (d) The scheme boundary for the QLDC Wastewater Networks and any other related QLDC infrastructure (together referred to as **Scheme Boundary**) shall be amended to incorporate the JP Land as soon as is reasonably possible after Practical Completion of the Works. For clarity, in addition to the JP Land, QLDC may extend its Scheme Boundary to include other land at its discretion from time to time.
- (e) The JP Land shall be incorporated within the Queenstown wastewater Development Contributions Areas, as described in the Policy, and the development of the JP Land will be assessed accordingly under the Policy.
- (f) The JP Reticulation connected to the QLDC Wastewater Network and all wastewater infrastructure connecting individual lots on the JP Land to the JP Reticulation shall be vested in QLDC once completed, subject to meeting QLDC's requirements for the vesting of infrastructure, and any necessary easement in gross in favour of QLDC across the JP Land and land owned by JPROA will be created by JP on or around the time of completion of the JP Reticulation. QLDC acknowledges that a part of the JP Reticulation will cross the legal road that is Woolshed Road and that no easement in favour of QLDC is required in respect of that part of the JP Reticulation.
- (g) At the time JP grants easements to QLDC under clause 5.1(f), QLDC will cause an easement over the Neighbouring Land to be granted to QLDC in respect of any sections of the JP Reticulation and the Neighbouring Reticulations that cross the Neighbouring Land, on the same terms, regardless of who the registered proprietor of the Neighbouring Land is at that time.

- (h) At the time the Neighbouring Landowners grant easements to QLDC in respect of the Neighbouring Reticulations, JPV will cause easements over the JP Land to be granted to QLDC in respect of any sections of the Neighbouring Reticulations that cross the JP Land.
- (i) Any easements required under this Agreement will be:
 - (i) At the cost of JPV in respect of the JP Reticulation; and
 - (ii) At the cost of the Neighbouring Landowners in respect of the Neighbouring Reticulations.

6 Arrangements regarding JP Land

- 6.1 The parties acknowledge and agree that the completion of the QLDC Reticulation and JP Reticulation is essential for:
 - (a) the development of the JP Land; and
 - (b) the issue of the titles for the subdivided residential lots within the JP Land.
- 6.2 In the event that the QLDC Reticulation and/or the JP Reticulation have not been completed and operative by 22 December 2018, QLDC and JP shall in good faith:
 - (a) investigate and discuss temporary wastewater infrastructure options before the completion of the QLDC Reticulation and/or the JP Reticulation; and
 - (b) provide assurances to one another that the QLDC Reticulation and the JP Reticulation will be completed in accordance with this Agreement.

7 Dispute Resolution

Dispute

- 7.1 Where any question, dispute or difference (**Dispute**) arises between the parties concerning or in any way arising out of this Agreement or the performance of either party in terms of this Agreement, the parties will make a genuine effort to resolve the Dispute without resorting to litigation, using the procedures set out in this clause 7.

Representatives for negotiations

- 7.2 The party seeking resolution of the Dispute (**First Party**) must notify the other party (**Other Party**) and nominate in that Notice its representative for the negotiations. The Other Party must then promptly notify the First Party of the name of its representative for the negotiations. Each representative nominated will have authority to settle the Dispute.

Alternative dispute resolution

- 7.3 If the parties are unable to resolve the Dispute by discussion and negotiation within 15 Business Days of receipt of the written notice from the First Party, then within a further 5 Business Days, the parties will try to agree a process for resolving the Dispute, such as

further negotiations, mediation, independent expert determination or mini-trial, but not arbitration or litigation. Agreement on a process must include agreement on:

- (a) the procedure and timetable for any exchange of documents and other information relating to the Dispute;
- (b) procedural rules and a timetable for the conduct of the selected method of proceeding; and
- (c) a procedure for selection and compensation of any neutral person who may be employed by the parties in Dispute.

Referral to arbitration

7.4 If:

- (a) the parties fail to agree on an alternative Dispute resolution process within the said time limit; or
- (b) the Dispute remains unresolved 15 Business Days after agreement on an alternative Dispute resolution process pursuant to clause 7.3,

then the Dispute will be referred to the arbitration of a single arbitrator agreed upon between the parties or in default of agreement to be appointed by the President for the time being of the New Zealand Law Society (or his or her representative), and the arbitration will be governed by the Arbitration Act 1996.

Urgent interlocutory relief

7.5 Nothing in this clause 7 will prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

Fees excluded

7.6 The dispute resolution procedure set out in this clause 7 shall not be invoked for the resolution of any dispute or difference that may arise concerning the payment of fees, charges or dues or concerning any variation to the fees, charges and dues payable under this Agreement, except for Actual Costs.

8 Other Provisions

Council Capacity

8.1 JP acknowledges that QLDC, in terms of its regulatory function as a local authority, is obliged to and shall act as an independent local authority and not as a party to this Agreement. JP shall not have a right or claim against QLDC in Council's capacity as a party to this Agreement as a result of any lawful action or decision made by QLDC in the performance of its regulatory function. Any decision of QLDC acting in its regulatory capacity shall not be construed as an approval of QLDC as a party to this Agreement or as a change unless otherwise expressly agreed.

Liability

- 8.2 Neither party will be liable to the other party for the other party's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

No Warranty

- 8.3 Each party enters into this Agreement entirely in reliance on its own skill and judgment and not in reliance on any representations, warranties, statements, agreements or undertakings of any nature made by any other party or any other person or agent acting for or on behalf of any other party, except to the extent that those representations, warranties, statements, agreements or undertakings (or any of them) are expressly set out in this Agreement.

Non Waiver

- 8.4 A party's failure to insist in any one or more instances on strict performance of any of this Agreement's terms, or any party's waiver of any term or right under this Agreement or of any default by any other party, will not be taken as that party's waiver of that term, right or default in the future.

Further Assurance

- 8.5 Both parties agree to sign and deliver any document and do all things as may reasonably be required by the other party to obtain the full benefit of this Agreement according to its true intent.
- 8.6 Each party shall pay its own respective costs in connection with the preparation, negotiation and execution of this Agreement and any document to be executed pursuant to this Agreement.

Other Remedies

- 8.7 The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights and remedies provided by law.

Third Parties

- 8.8 Except as specifically provided for, nothing in this Agreement is intended to confer a benefit upon any third party under Part 2 of the Contract and Commercial Law Act 2017.

Severance

- 8.9 If a final decision is made by a court that any term of this Agreement is unlawful and/or unenforceable, that term will be severed from this Agreement (to the extent that it is unlawful and/or unenforceable) and the rest of the Agreement will remain in force.

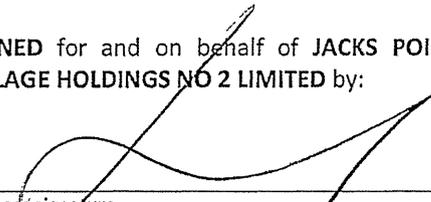
Counterparts

- 8.10 This Agreement may be executed in any number of counterparts (including facsimile and/or electronic copies) and, provided that every party has executed a counterpart, the

counterparts together shall constitute a binding and enforceable agreement between the parties.

Execution

SIGNED for and on behalf of JACKS POINT VILLAGE HOLDINGS NO 2 LIMITED by:

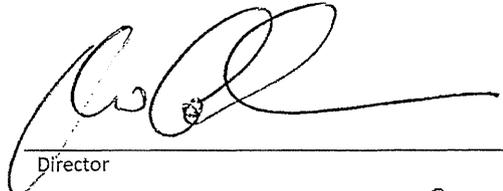


Witness signature
Ania Lang

Witness name
Solicitor

Occupation
Queenstown

Address



Director
Michael Owen Coburn

Director/Authorised Signatory

SIGNED for and on behalf of QUEENSTOWN LAKES DISTRICT COUNCIL by:



Witness signature
Meghan Pagey

Witness name
HR Director

Occupation
Queenstown

Address



Authorised Signatory

Appendix A

(JP Reticulation)

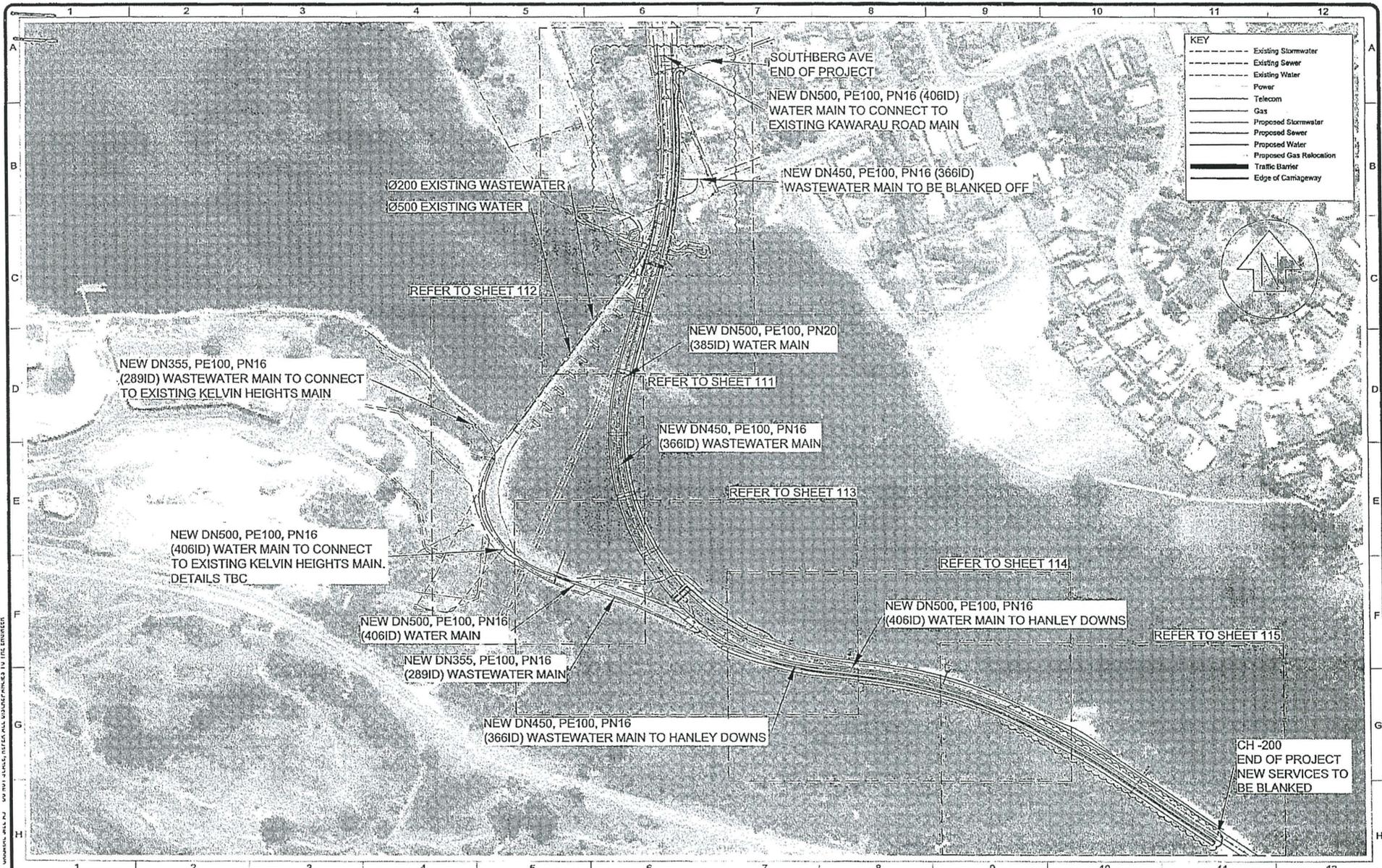


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Appendix B

(Plan of QLDC Reticulation)



Issue	Description	By	Date
0	ISSUE FOR CONSTRUCTION	NL	19.07.17
1	PROPOSED WATER AND WASTEWATER SERVICES PERTAINING TO THE BRIDGE	NL	10.08.17
2	CONSTRUCTION ADVISOR	NL	08.12.17

Project: SH6 KAWARAU FALLS BRIDGE
QLDC SERVICES VALUE ENGINEERING

Title: WATER AND WASTEWATER OVERALL SERVICES PLAN

Client: **McCONNELL DOWELL**
CREATIVE CONSTRUCTION™

hadley consultants LTD
CONSULTING CIVIL & STRUCTURAL ENGINEERS

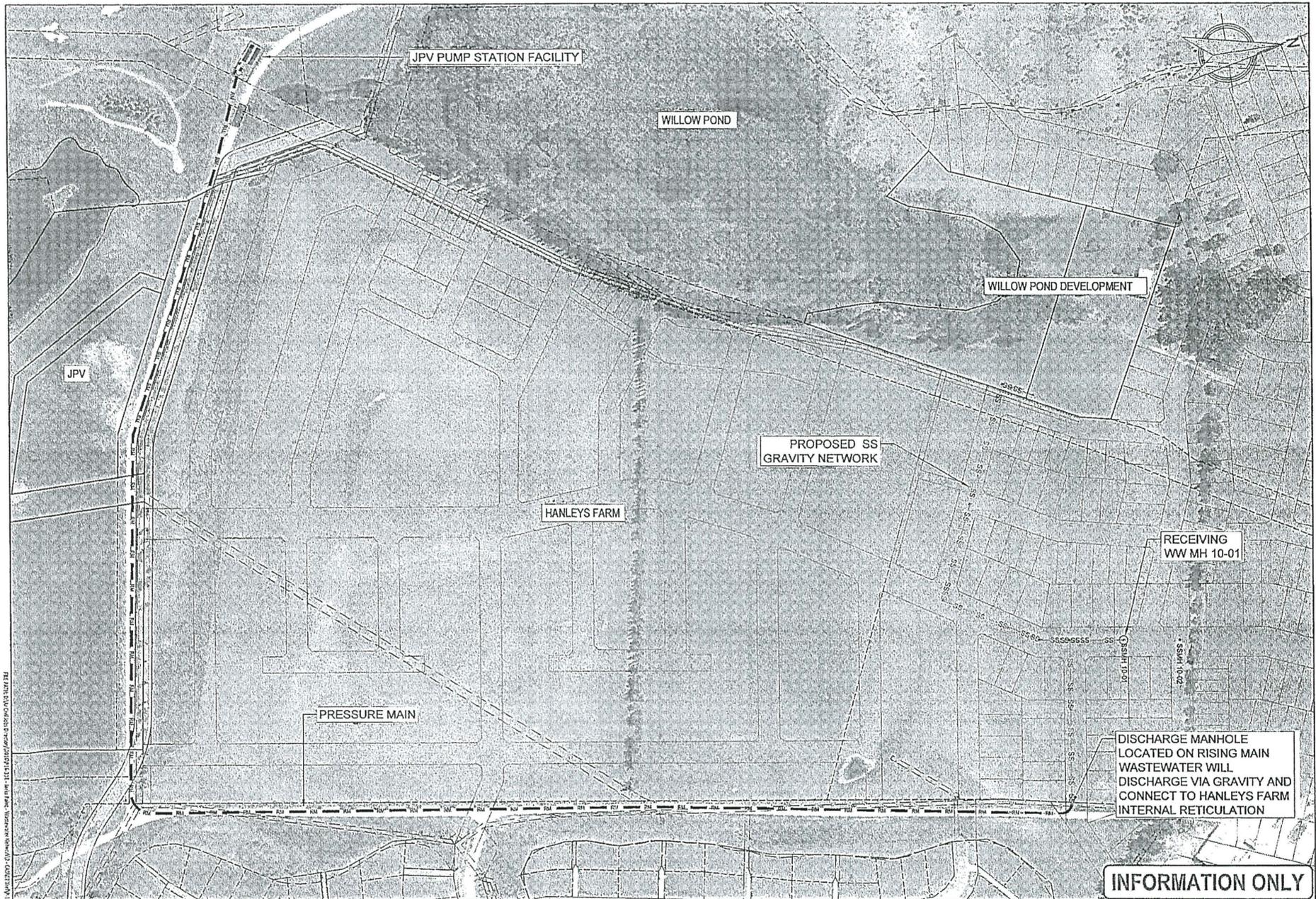
44 Pigeon Road, PO Box 1000, Queenstown, New Zealand. Ph: +64 3 430 2143, F: +64 3 441 9212, W: www.hadley.co.nz

Drawn: RVH Checked: NL Scale: 1:2500 @ A3 Drawing Number: Project: 173071 Sheet: 101 Issue: 2

This drawing is supplied on the understanding that the information contained herein will not be used for any other purpose without the prior written permission of the consulting engineer.

Appendix C

(connection point for the JP Reticulation)



INFORMATION ONLY

REV	DATE	AMENDMENT	DRAWN	CHECKED	DATE
A	14.03.18	SHEET 1	RS	RS	MAR 2018
B	05.10.17	SHEET 1	RS	RS	

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DESIGNED	DATE	CLIENT
RS	MAR 2018	JACKS POINT VILLAGE HOLDINGS No.2 LIMITED
DRAWN	CHECKED	
RS	RS	
DRAWN	RP	

PROJECT	TITLE
JACKS POINT VILLAGE	WASTEWATER CONNECTION TO HANLEYS FARM

AR & ASSOCIATES CIVIL ENGINEERING PLANNING
<small>Seamer Wharf, Level 1, 88 Beach Street, Oceanstown p. (09) 486 0774 f. (09) 486 0796 m. 0272 501 102 enquiries@arassociates.co.nz www.arassociates.co.nz</small>

AR SCALE MIS	A3 SCALE 1:2500
KIB FIG. P16-318	DWG No. SK560
	REVISION A

ACENZ

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