

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an appeal under clause 14 of
Schedule 1 of the Act

BETWEEN

**WATERFALL PARK
DEVELOPMENTS LIMITED**

Appellant

AND

**QUEENSTOWN LAKES DISTRICT
COUNCIL**

Respondent

MEMORANDUM OF COUNSEL FOR HOGANS GULLY FARMING LIMITED

Dated: 9 August 2018

Solicitors:

G M Todd/B B Gresson
PO Box 124
Queenstown 9348
P 03 441 2743
F 03 441 2976
graeme@toddandwalker.com;
ben@toddandwalker.com

MAY IT PLEASE THE COURT:

1. We refer to the memorandum of counsel filed on behalf of Waterfall Park Developments Limited ("**Appellant**") seeking to withdraw two points of its appeal on the Queenstown Lakes Proposed District Plan, these being the deletion of the definition of *Resort* and the amendment to the definition of *Urban Development*.
2. Hogans Gully Farming Limited ("**Hogans Gully**") filed an application for a waiver of time to file a section 274 notice joining the appeal. Hogans Gully's section 274 notice relates to the two points of appeal now sought to be withdrawn by the Appellant.
3. On the basis of the Appellant's withdrawal of these points of appeal Hogans Gully no longer seeks to be a party to the appeal and withdraws its application for a waiver of time.



G M Todd/B B Gresson
Counsel for Hogans Gully Farming Limited

Memorandum

Date 9 August 2018
Matter no. 2008
To The Environment Court
From Warwick Goldsmith, Counsel for Waterfall Park Developments Limited
Subject ENV-2018-CHC-124 Waterfall Park Developments Limited v QLDC

May it please the Court:

1. The Notice of Appeal lodged on behalf of Waterfall Park Developments Limited (“WPDL”) includes a number of points of appeal. Two specific points of appeal sought relief in relation to Chapter 2 Definitions as follows:
 - a. A request to delete the definition of ‘Resort’;
 - b. A request to amend the definition of ‘Urban Development’ to remove the exception (from the ambit of that definition) of a Resort (as defined).
2. WPDL no longer wishes to pursue those two points of appeal. Accordingly WPDL seeks leave (if leave is required) to amend its Notice of Appeal dated 19 June 2018 by deleting:
 - a. Paragraph 7(a) Chapter 2 Definitions;
 - b. Paragraphs 15, 16 and 17;
 - c. The first part of ‘Appendix A – Relief Sought’ relating to Chapter 2 Definitions.
3. WPDL has consulted with the Council, and with Trojan Helmet Limited which has joined WPDL’s appeal as an s274 Party just in relation to these two points of appeal. Those two parties have advised that no application for costs will be made in relation to this withdrawal.
4. Hogans Gully Farming Limited has applied for a Waiver to allow that company to join WPDL’s appeal, also in opposition to these two points of appeal. The withdrawal of these two points of appeal presumably means that application for a Waiver will not be pursued.

5. WPDL has not consulted the other s274 parties to this appeal as none of them appear to have an interest in these specific points of appeal.
6. Counsel for WPDL understands that the following consequences will flow from withdrawal of these two points of appeal:
 - a. As the WPDL appeal is the only appeal raising issues in relation to these two definitions, withdrawal of these points of appeal will put the two definitions beyond challenge;
 - b. Schedule X attached to the Court's Minute of 26 July 2018 can be amended by deletion of:
 - i. Strategic Topic 1: Subtopic 2 – Definitions: "Resort";
 - ii. Strategic Topic 3: Subtopic 1 – Definitions: "Urban Development".
7. This Memorandum will be served on the Council, the s274 parties to WPDL's appeal, and on Hogans Gully Farming Limited which has requested a Waiver to join WPDL's appeal.



Warwick Goldsmith
Barrister
Counsel for Waterfall Park Developments Limited