

RECREATION PERMIT
UNDER THE LAND ACT 1948

PARTIES: **THE COMMISSIONER OF CROWN LANDS** pursuant to the Land Act 1948
("the Grantor")

AND **MANA WATER SPORTS LIMITED** ("the Grantee")

BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule hereto ("the Activities") over the land described in the Second Schedule hereto ("the Operational Area")
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out in this permit ("this Permit").

THE PARTIES AGREE as follows:

1. AUTHORISATION

- 1.1. The Grantor hereby authorises the Grantee to use the Operational Area for the purpose and Activities set out in the First Schedule of this Permit.
- 1.2. This Permit is intended to take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and of the regulations made thereunder shall be binding in all respects in the same manner as if such provisions had been fully set out in this Permit.
- 1.3. This Permit does not create any registerable interest in the Operational Area or any other part of the Grantor's land.
- 1.4. This Permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part or any purpose whatsoever.
- 1.5. The Grantee shall observe and comply with all of its obligations as set out in this Permit and is prohibited from carrying out other Activities other than the Activities authorised by this Permit.

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2. TERM

- 2.1. The term of this Permit shall be for a period of one (1) year commencing on 17 November 2022 subject always to the provisions of clause 7 of this Permit ("the Term")

3. FEES

- 3.1 The Grantee will pay the Grantor at the offices of the Commissioner of Crown Lands at Wellington or such other place that the Grantor shall nominate from time to time the permit fee as set out below;
- 3.1.1 A minimum fee of \$12,000.00 plus GST per annum, payable without demand on or before 31 January 2023.
- 3.1.2 An additional fee based on 3% of gross revenue from the Activities where this exceeds \$400,000.00 for the Operating Season of the Term. The additional fee plus GST is payable on the 20th of the month following the date of the Grantor's invoice.
- 3.2 The Grantee shall supply to the Grantor a return by 31 May 2023 which will clearly show the number of paying clients who participated in the Activities conducted under this Permit and the gross revenue from the Activities. The return is to be accompanied by a statutory declaration signed by the Grantee as to the correctness of the return.

4. GRANTEE'S OBLIGATIONS

- 4.1. The Grantee shall:
- 4.1.1. Except as authorised by this Permit, not carry out any disturbance to the Lakebed and/or remove or disturb any vegetation or soil on the Operational Area nor carry out earthworks or excavation for any purpose nor light any fire on the Operational Area.
- 4.1.2. Not at any time cause any building, reception area, structure or fence or alteration or addition thereto to be placed or carried out upon the Operational Area other than those expressly authorised by this Permit and subject always to clause 4.1.3 below and the Grantor's prior written approval.
- 4.1.3. At its cost, comply at all times with all statutes, regulations, by-laws and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the Activities and in particular, but not limited to:

- (i) Complying with all conditions of the Central Otago District Council Resource Consent RC200277 and subsequent Variations RC200277V2, RC200277V3 and RC 200277V4, copies of which are attached at the Seventh Schedule; and
- (ii) Complying with ALL Waka Kotahi NZ Transport Agency (WKNZTA) requests.
- (iii) Complying with any Health Act Orders (Order) given under the Health Act 1956 with regard to the operation of the Activities, which shall include any directive given with regard to the vaccination status of customers and any requirements or measures required by that Order to exclude those entering the Operational Area for the purpose of the Activities while any Order is in force.
- 4.1.4. Before undertaking the Activities, provide the Grantor with confirmation that the Grantee holds public liability insurance to a value of at least \$1,000,000 for the Activities.
- 4.1.5. Comply with the provisions of the Health and Safety at Work Act 2015 and, if applicable the provisions of the Health and Safety at Work (Adventure Activities) Regulations 2016 and comply with the relevant industry standards and codes of practice in order for the Grantee to conduct the Activities authorised by this Permit.
- 4.1.6. Prepare a health and safety plan ("the Plan") and have this approved by the Lake Dunstan Harbourmaster prior to the commencement of the Activities. The Plan must include, but not be limited to, references to flooding, deep water, lake weed, the provision of an adequate number of appropriately trained lifeguards on duty during Operational Hours and have due regard to other lake users (e.g. boats, jet skiers, swimmers) and ensure that the Plan is effectively implemented with all staff receiving the appropriate training on the Plan and all customers are made aware of the Plan.
- 4.1.7. Not operate the Devices that form part of the Activities unless there are an adequate number of appropriately trained and resourced lifeguards on duty during Operational Hours.
- 4.1.8. Ensure the Devices are fit for purpose and undertake the Activities in a professional, safe and reputable manner.
- 4.1.9. Take all reasonable precautions to guard against danger on the Operational Area and or the Grantor's land.

- 4.1.10. Ensure that the Activities are confined exclusively to the Operational Area (as defined on the map attached as the Third Schedule) and use the Operational Area solely for the Activities.
- 4.1.11. Not authorise, permit nor promote any other activity to be undertaken or occur on the Operational Area. Furthermore, the Grantee must immediately advise the Grantor if any unauthorised commercial vendors begin operating on or adjoining the Operational Area and the Grantor's land.
- 4.1.12. Not install the inflatable water amusement devices ("Devices") prior to 13 November 2022.
- 4.1.13. Ensure that the Devices, Equipment, the Site Base and any other structure placed or installed on the Operational Area (other than the Moorings which may remain until the expiry of the Term but subject to the Grantee's obligations under this Permit) are removed within two weeks from when the Grantee ceases to operate the Devices as part of the Activities or should the Grantee cease operations on 31 March 2023, then no later than 14 April 2023. The Grantee shall then ensure that that part of the Operational Area is left in a clean and tidy condition and to the satisfaction of the Grantor.
- 4.1.14. Ensure all equipment associated with the Activities ("Equipment") is stored neatly, safely, and securely on the Operational Area.
- 4.1.15. Only operate the Devices for a 4 month period, between the dates of 1 December 2022 and 31 March 2023 ("the Operating Season") and only between the hours of 9:00am - 8:00pm daily ("the Operating Hours").
- 4.1.16. Prepare a comprehensive management plan that addresses at a minimum:
- (i) how the Operational Area will be kept safe and clean;
 - (ii) management of parking;
 - (iii) how customers safety will be provided for (e.g. life jackets, life guards, where the life guards are stationed and equipment available to the life guards etc.)
 - (iv) how the Operational Area and people will be controlled and kept safe during non-Operational Hours;
 - (v) a procedure to immediately address any contamination issues on or associated with the "Kiddie's Park".
- 4.1.17. Not allow any contaminated water from the "Kiddie's Park" to enter the wet bed of Lake Dunstan.

- 4.1.18. Take all necessary measures to ensure that any water drained from the "Kiddie's Park" does not result in sedimentation or erosion on the Operational Area and adjacent land.
- 4.1.19. Comply at all times with the provisions of the Biosecurity Act 1993 and the Biosecurity New Zealand guidelines, including compliance with guidelines for limiting the spread of aquatic weeds including Lagarosiphon (*Lagarosiphon major*) and Didymo (*Didymosphenia geminata*) published by Biosecurity New Zealand. Details can be found at the following sites:
<https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-prevent-spread-of-pests/>
<https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-prevent-spread-of-pests/check-clean-dry/>
- 4.1.20. Comply with all Check, Clean, Dry provisions when installing and de-installing the Devices and Equipment, which can be found at <https://www.biosecurity.govt.nz/travel-recreation/outdoor-activities/check-clean-dry/>.
- 4.1.21. Erect adequate signage and (verbally) brief all customers on the Check, Clean, Dry provisions (located at <https://www.biosecurity.govt.nz/travel-recreation/outdoor-activities/check-clean-dry/> prior to the customers participating in the Grantee's Activities.
- 4.1.22. Keep the following areas free from all noxious aquatic and terrestrial weeds as required by the Grantor and in accordance with all necessary statutory, Local and Regional Council's Authority rules and requirements:
(i) the Operational Area; and
(ii) an area extending 10 metres from the Moorings (as detailed in the First Schedule of this Permit); and
(iii) an area extending three meters, either side of the 10 metre length access area to the Device, to a depth of 1.5 metres.
- 4.1.23. Ensure that the footprint of the Moorings and their surrounds are monitored at least on one occasion during the Term for the incursion of freshwater pest plants, by an appropriately qualified person(s) and to the satisfaction of the Local and Regional Councils.
- 4.1.24. Throughout the Term of this Permit, ensure that the Moorings are in good order, condition and repair and in a state that is safe and secure, to the satisfaction of the Harbourmaster and the Grantor.

- 4.1.25. Allow any person or persons appointed by the Grantor to inspect the Operational Area including the Moorings as required by the Grantor. The Grantee will immediately comply with all reasonable directions from the Grantor regarding repairs and maintenance or any other matter.
- 4.1.26. Submit to the Grantor the coordinates of the Moorings within 5 working days of installation.
- 4.1.27. On removal of the Devices, ensure any remaining Moorings do not pose a hazard to water users. The Grantee shall, as soon as possible after the removal of the Devices, arrange for the Lake Dunstan Harbourmaster to check the Moorings to confirm no hazards are present. If any Moorings are identified as being hazardous, the Grantee shall either move the hazardous Moorings to a safe location as directed by the Harbourmaster or remove them from the Operational Area to be stored off-site.
- 4.1.28. Not cause or allow any disturbance to any native bird species including grey ducks, paradise shelducks, black-billed gulls, black-fronted terns, shags, pied stilts and crested grebes which may be present within the immediate vicinity of the Operational Area.
- 4.1.29. Remove and take away or cause to be removed and taken away all refuse and human waste from the Operational Area in a timely manner and to keep the Operational Area in a neat and tidy condition. Furthermore, not allow or permit to allow any refuse to escape the Operational Area to the adjoining land.
- 4.1.30. Provide a minimum of two portaloos for customer use at the Operational Area and regularly check the public toilet facilities at Lowburn Harbour to ensure they remain in a clean and suitably sanitary state and replenish supplies if necessary (e.g. toilet paper).
- 4.1.31. Take all necessary action to ensure customers do not park within 10 metres of the public boat ramp and jetty at Lowburn or in such a way that hinders or prevents access to these facilities.
- 4.1.32. As requested by WKNZTA, install a gate across the Lowburn Peninsula access road and a fence either side of the gate. The Grantee shall ensure that the said gate is never locked without prior written consent from the Grantor.
- 4.1.33. Remove the said gate at the end of the Operating Season and no later than 14 April 2023 unless the Grantee ceases to operate the Devices as part of the Activities prior to the end of the Operating

Season, in which case the Grantee will remove the gate within 14 days from when the Grantee ceases to operate the Devices.

- 4.1.34. Erect "Share with Care" signage (as identified on the plan in Schedule 8) at both the harbour and peninsula ends of the 4WD track, prior to undertaking the Activities on the Operational Area.
- 4.1.35. Between the hours of 9:00 and 20:00 each day, place a barrier (cones, temporary fence etc.) on the west side of the Site Base (on all operating days) which is adequate to separate the training/ reception/ observation area from the 4WD track on the Operational Area.
- 4.1.36. If any of the Equipment or Moorings or any other authorised structures fall into disrepair or is no longer required by the Grantee, then the Grantee will promptly remove such Equipment or Moorings or structures, make good any damage to the Operational Area and will leave the Operational Area in a clean and tidy state to the satisfaction of the Grantor.
- 4.1.37. Provide weekly records of customer vehicle numbers (as collected for each ticket sale or booking) to the Grantor no later than 5 working days after the end period of a seven day week. If this is unfeasible for any particular week, the Grantee shall advise the Grantor and provide the data as soon as practical. The weekly reports are to be emailed to crownproperty@linz.govt.nz.
- 4.1.38. Keep a 10 metre setback from the Site Base (as detailed in the First Schedule) to the wet bed of the Lake Dunstan and ensure public access is available at all times.
- 4.1.39. Not allow for any overnight stays on the Operational Area, with the exception of a security guard(s) who will monitor the Grantee's Devices and Equipment overnight.
- 4.1.40. Not interfere or obstruct the Grantor or his/her agent's employees or contractors or authorised invitees. Furthermore, the Grantee acknowledges that the Grantor has granted a Recreation Permits in various locations on the Grantor's land including Lowburn Harbour and Lowburn Peninsula and the Grantee shall not interfere or obstruct those Grantees.
- 4.1.41. Ensure that the prior approved structures and Jet ski (as listed below) are located in the area identified on plan A attached at the Ninth Schedule:
- Portacom

- Storage Container #1
 - Storage Container #2
 - Changing shed
 - Kiddie's Park (Toddler Area)
 - 2 Portaloos
 - 1 Skip and wheelie bins for rubbish
 - Life jacket rack during opening hours
 - Jet ski during opening hours
 - Picnic tables and shading in the permitted area only
- 4.1.42. Acknowledges and agrees that only the structures and Jet Ski in the list in clause 4.1.41 above are permitted. Accordingly, any item or structure not contained in the said list is prohibited. Those structures and the Jet ski shall only be located in the approved position shown in plan A attached at the Ninth Schedule.
- 4.1.43. Acknowledges and accepts that the Grantor's annual lakeweed control programme will be undertaken at High Value Areas including the Lowburn Boat Harbour near the Operational Area. The control methods include the safe and effective herbicide diquat dibromide. Warning signage will be erected by the Grantor within two kilometres of the planned treatment sites and will be erected 24-hours before the scheduled date of control and remain in place for a minimum of 24 hours. The Grantee acknowledges and agrees that it is solely responsible to manage any perceived risk from the Grantor's annual lakeweed control programme to its Activities.
- 4.1.44. Only sell cans of drink and/or bottled water. No food (hot or cold), ice creams or any other products are permitted to be sold by the Grantee on the Operational Area.
- 4.1.45. Acknowledges and agrees that the Central Otago District Council (CODC) is a separate consenting entity to the Grantor and that what is permitted by the CODC Resource Consent and CODC District Plan is not automatically authorized by the Grantor unless the Grantee has requested in writing in advance and has obtained prior written permission from the Grantor. Such permission may be granted or withheld at the Grantor's sole discretion. The said requests and approvals may be given via email by the parties.
- 4.1.46. Only fence off the Kiddie's Park area as per the Plan B attached at the Ninth Schedule. The said fence must not obstruct any paths or accesses, and must be at least 5 metres from the wet bed of Lake Dunstan.
- 4.1.47. Install signage to assist in car parking management and pedestrian/cyclist safety. The Grantee must only use A3 or A4 signs as approved in the Eighth Schedule in the specified colour

and fonts. The Grantee may add in their name and/or logo to the signage so long as this does not diminish the effectiveness of these signs.

- 4.1.48. Acknowledges and agrees that if it wishes to apply to the Grantor to operate for a further season(s), then it must apply in writing with a completed application form on or before **30 June 2023**.
- 4.1.49. Acknowledges that if another Permit is applied for as referred to in clause 4.1.48 above, that should the Grantee wish to amend or change any aspect or anything of the said application, that such requests are required in writing. Furthermore, the Grantee accepts and agrees that it is at the Grantor's sole discretion to refuse any request made by the Grantee submitted after 31 August of the year of application.
- 4.1.50. Attend a meeting with the Grantor after the end of the Operational Season and before 31 May 2023. The Grantor may invite other stakeholders to this meeting including but not limited to CODC, WKNZTA, Otago Regional Council and Department of Conservation.

5. COSTS

- 5.1 The Grantee shall pay all costs of and incidental to the documentation of this Permit PROVIDED **ALWAYS** in addition to any moneys reserved by this Permit the Grantee shall pay all reasonable costs, charges and expenses for which the Grantor may become liable in consequence of or in connection with any failure by the Grantee to comply with the terms of this Permit.
- 5.2 The Grantee shall pay the charge as set from time to time by the Land Information New Zealand (Fees & Charges) Regulations 2003 or any substituted legislation thereof such charge presently being the sum of \$115.00 including GST.

6. INDEMNITY

- 6.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Permit or as a direct result of the exercise by the Grantee of its rights under this Permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this Permit.
- 6.2 The Grantor shall not be liable to the Grantee in contract tort or otherwise in relation to any aspect of this Permit (extending to consequential loss, anything arising directly or indirectly from the Permit or any activity of the Grantor on the Grantor's land).

7. TERMINATION

7.1 Notwithstanding anything contained herein the Grantor shall be entitled to revoke this Permit by WRITTEN NOTICE TO THE Grantee of immediate revocation of the Permit if the Grantee is in breach of any condition of this Permit.

PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this Permit.

7.2 Either party may at any time determine this Permit by giving to the other party three (3) calendar months' notice in writing and on the expiration of such notice the Grantee shall;

- i) vacate the Operational Area immediately leaving the land in good order and condition; and
- ii) if required by the Grantor or its agent, promptly remove all Devices, Equipment, Moorings and any other structures erected under the authority of this Permit and do whatever is required to re-erect any moved boundary fence to its original location on the legal boundary of the Operational Area as of the date this Permit was executed by both parties; and
- iii) have complied with any conditions of such surrender as the Grantor has deemed appropriate including but not limited to payment of any fees payable under this Permit from the date of acceptance of the surrender until the date at which this Permit would have expired.

8. DISPUTES

8.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Permit the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days of the date on which the parties begin their negotiations, either party may terminate this Permit by notice to the other **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

9. NO WARRANTY

9.1 The Grantee acknowledges that it has entered into this Permit on reliance of its own judgement and the Grantor gives no warranty as to the suitability of the Operational Area for any purpose or the Activities under this Permit.

10. NOTICES

10.1 Any notice required under this Permit must be in writing and signed by the duly authorised senior representative of the party giving that notice and will be deemed validly given if:

10.1.1 delivered by hand, to the intended recipient's address as set out below on the date delivered; or

10.1.2 if sent by post, to the intended recipient's address as set out below; or

10.1.3 sent by facsimile to the intended recipient's facsimile number as set out below and if the sender's facsimile machine confirms transmission to the intended recipient; or

10.1.4 sent by email at the time the e-mail enters the recipient's information system.

10.2 Any notice sent by post will be deemed received at 5.00pm at the place of intended receipt on the third working day after the date of sending. Any notice transmitted by facsimile will be deemed received at 9.00am on the next working day, any notice sent by e-mail, will be deemed received at the time the e-mail enters the recipient's information system (being, in each case, the time of day at the intended place of receipt of the notice). For the purposes of this clause a "working day" shall be any day other than a Saturday or Sunday, upon which registered banks are open for the transaction of ordinary banking business within the region where the Activities are undertaken.

10.3 The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands
C/- Colliers International New Zealand Limited
PO Box 416
Queenstown
9348

Telephone: 04 473 7910
Facsimile: 04 471 8891
Email: crownproperty@linz.govt.nz

10.4 The address for service for the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

Mana Water Sports Limited
91 McBride Street

JWC

Frankton
Queenstown
9300

Telephone: 027 697 1409
Email: kiwiwaterpark@gmail.com

11. OPERATING EASEMENT

- 11.1 The Grantee accepts and acknowledges the existence of an Operating Easement in favour of Contact Energy Limited ("Contact Energy") over the Operational Area. A copy of this Operating Easement is attached at the Fourth Schedule.
- 11.2 The Grantee acknowledges and agrees that the primary use of the Operational Area is the generation of hydro electricity and that the Grantee will not frustrate this use. In the event of a conflict between the rights granted to Contact Energy under the Operating Easement and the Grantee's rights under this Permit:
- (a) the rights of Contact Energy shall take precedence over the Grantee's rights; and
 - (b) this Permit shall be subordinate to the Operating Easement and shall not derogate from the rights of Contact Energy under the Operating Easement.
- 11.3 The Grantee shall not carry out on the Operational Area any activity, or will not do, permit to be done, or omit to do any act, matter or thing which may:
- (a) cause Contact Energy to breach its obligations under its Operating Easement or any statutory or consent requirement; or
 - (b) affect, frustrate or interfere with Contact Energy (or their agents, employees and contractors) exercising its rights under its Operating Easement.
- 11.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Operational Area, as if those covenants were set out in this Permit and will not object to the registration of such documents on any computer register to the Operational Area and will provide written consent to such registration if required.
- 11.5 Without limitation to clause 11.4 above, the Grantee shall:

- (a) promptly upon written request by Contact Energy provide to Contact Energy, at the reasonable cost of Contact Energy, a reasonable degree of support, cooperation and/or assistance (including written submissions in support or where relevant written approvals) in respect of any resource consents and any other statutory or regulatory consents which in any way relate to the exercise of Contact Energy's rights under the Operating Easement ("Consents"); and
- (b) not object, oppose or otherwise do anything whereby the ability for Contact Energy to obtain and comply with any Consents shall be frustrated, hindered or interfered with.
- 11.6 The Grantee covenants not to exercise or permit the exercise of the Grantee's rights under this Permit or to do anything so as to cause the Grantor to breach its obligations under the Operating Easement or any statutory or consent requirement.
- 11.7 The Grantee shall indemnify Contact Energy against any loss, loss of expected benefits of its Operating Easement, claim, damage, liability, cost or expense suffered or incurred by Contact Energy resulting from any breach of the Grantee's obligations under this Permit or which Contact Energy incurs as a result of the Grantee's use of the Operational Area subject to the relevant Operating Easement.

Released under the Official Information Act 1982

AWC

Dated this 23rd day of December 2022

SIGNED for and on behalf of His Majesty the King acting by and through the Commissioner of Crown Lands by)

James Kerlesk
Grantor Signature

Name: James Kerlesk

Pursuant to delegated authority in the presence of:

Witness Signature: [Signature]

Witness Name: Stuart Chandler

Occupation: Portfolio Manager

Address: Wellington

SIGNED for and on behalf of Mana Water Sports Limited by its director:

Emily K
Director's Signature

In the presence of:

Witness Signature: [Signature]

Witness Name: James Rutherford

Occupation: Retired

Address: 91 McBride St Queenstown 9300

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FIRST SCHEDULE

The Grantee is permitted to install and operate a temporary inflatable floating amusement device (the Water Park) (outlined in red on the plan attached at the Third Schedule) and land-based temporary inflatable amusement device (the Kiddie's Park) (shaded in orange on the plan attached at the Third Schedule) and together (the Devices) on the surface and foreshore of Lake Dunstan respectively at Lowburn Peninsula for the duration and times with restricted capacity as noted below

- The Grantee may operate the Devices on a commercial basis for a four month period between 1 December and 31 March between the hours of 9:00am – 8:00pm.
- The Water Park has a capacity of 100 persons and the Kiddie's Park has a capacity of 10 children plus 10 accompanying adults. Notwithstanding the limits stated above, the Grantee must comply with the manufacturer's recommendations regarding the capacity of the Devices, all health and safety requirements (not limited to additional lifeguards (if required), and compliance with Resource Consent RC200277 (and any variations or replacements), which may be less than the limits stated above.
- The Grantee is permitted to install with up to 85 x 1m³ concrete blocks moorings ("Moorings") to the bed of Lake Dunstan which are permitted to remain on the Lakebed until expiry or surrender or termination of this Permit, as the case may be.
- The Grantee is permitted to locate on the dry foreshore adjacent to the Moorings, the Kiddie's Park (shaded orange), changing rooms (shaded green) picnic/shade area (shaded peach) and a site base which consists of one Portacom, two shipping containers and 2 portaloos ("Site Base") (shaded in blue on the attached Plan) which are permitted on the Operational Area with removal required as per clause 4.1.13 of this Permit.
- The Grantee may ONLY sell cans of drink and/or bottled water from the Site Base during the Operating Season. For avoidance of doubt, nothing else is permitted to be sold. Furthermore, the Grantee must not permit or allow the sale of any food, and must comply with clause 4.1.11 of this Permit.
- Access to the Operational Area for all able customers shall be on foot along the 4WD track identified dashed in red on the plan in the Third Schedule of this Permit.
- Parking is permitted at Lowburn Harbour within the Operational Area only (shaded in yellow and outlined in red on the attached Plan).

SECOND SCHEDULE

The Operational Area is that part of Part Section 1 SO 23940, as outlined or dashed in red as shown on the plan attached to the Third Schedule.

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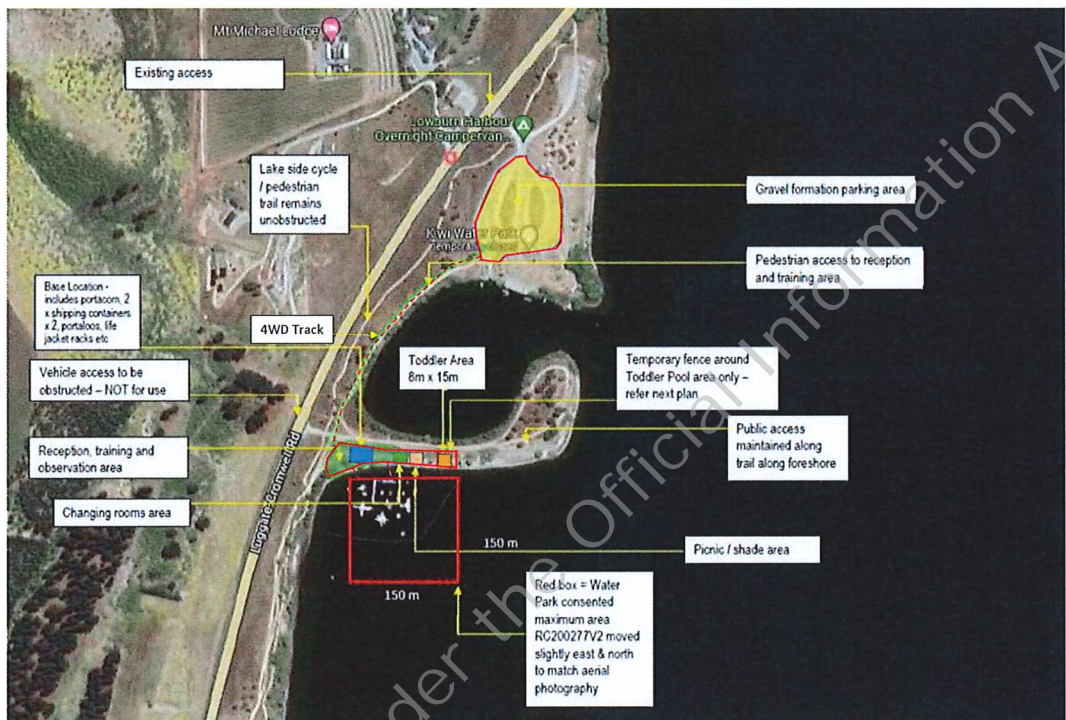
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THIRD SCHEDULE
Plan

The Operational Area is outlined or dashed in red.

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ANC

FOURTH SCHEDULE
Contact Energy Operating Easement

DNC

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FIFTH SCHEDULE
Health & Safety Plan

SWC

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SIXTH SCHEDULE
Management Plan

SNC

Released under the Official Information Act 1982

SEVENTH SCHEDULE

Resource Consent RC200277 and Variations V2, V3 and V4

swc

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EIGHTH SCHEDULE
Signage Plans

DWC

Released under the Official Information Act 1982

**NO
PARKING**

Released under the Official Information Act 1982

JWC



Released under the Official Information Act 1982

SHARE

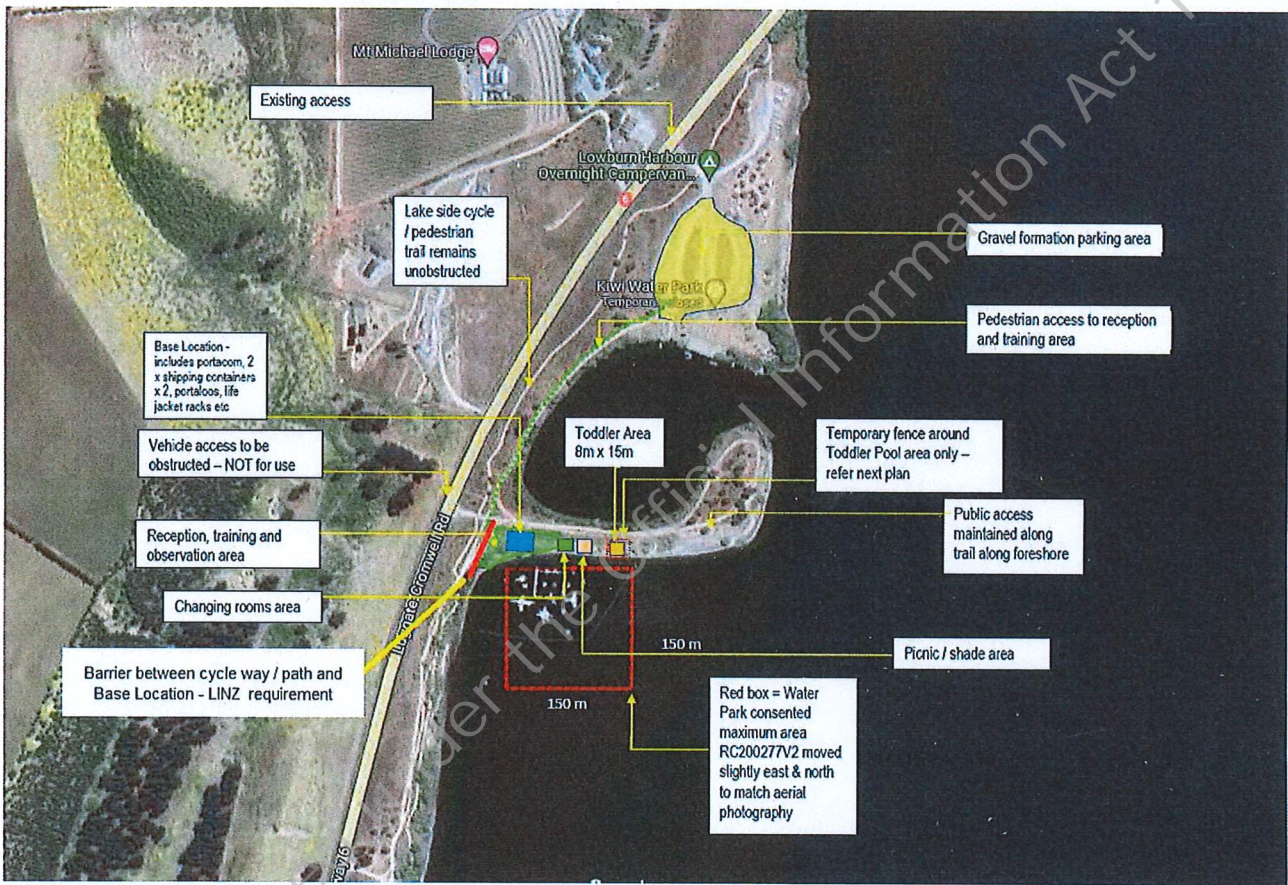
WITH CARE

NINTH SCHEDULE

Plan A – Site Plan and Plan B -Kiddie’s Park fence plan

swc


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Plan A Layout of site in as advised by Kiwi Water Park Dec 2022 - March 2023 season.

AWC

Plan B Kiddie Park / Toddler play area and permitted fence approximate location
(play area to be sited around existing vegetation)

 Width between the fence and the water line to be a minimum of 5m



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SWC