



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



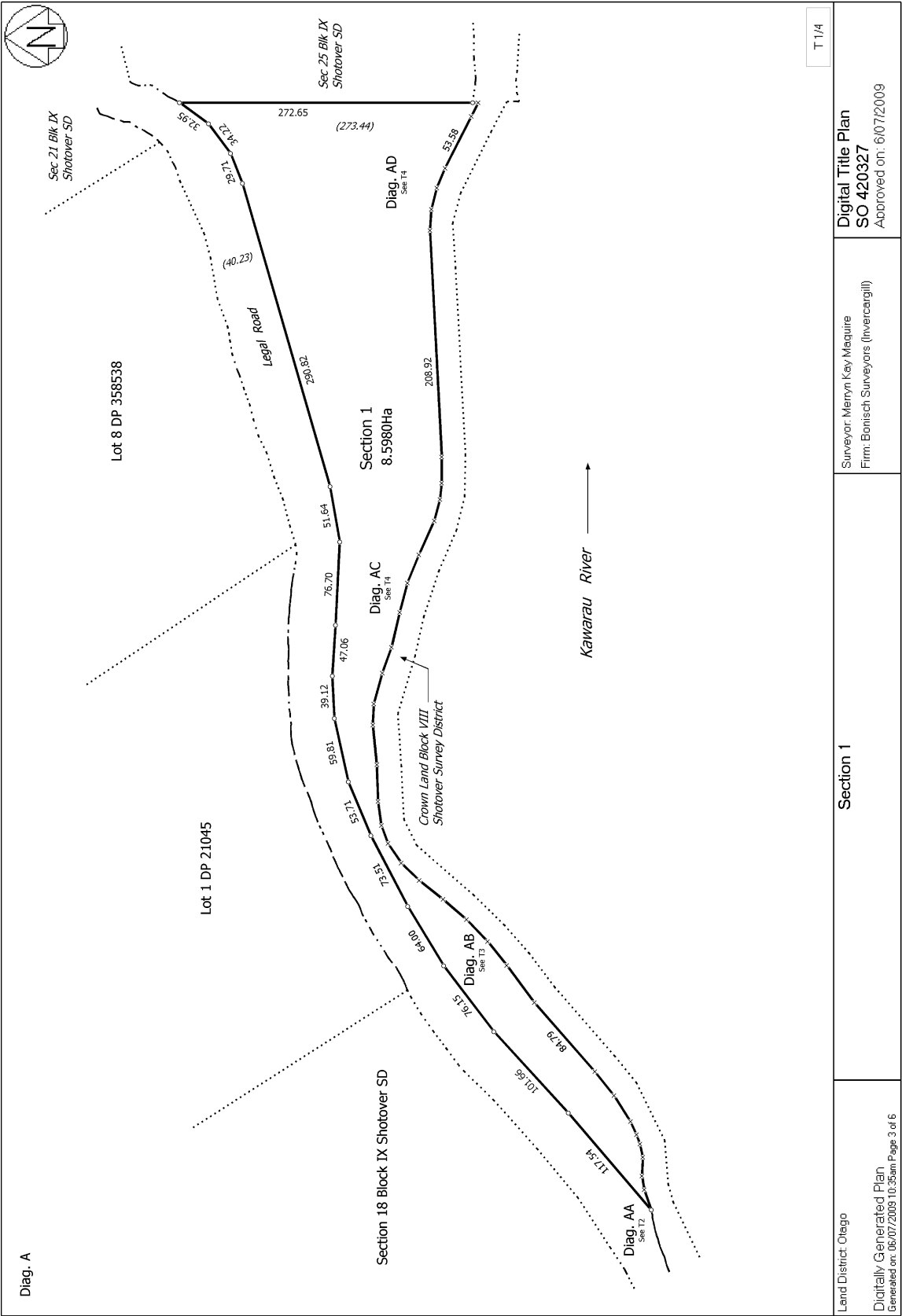

R.W. Muir
Registrar-General
of Land

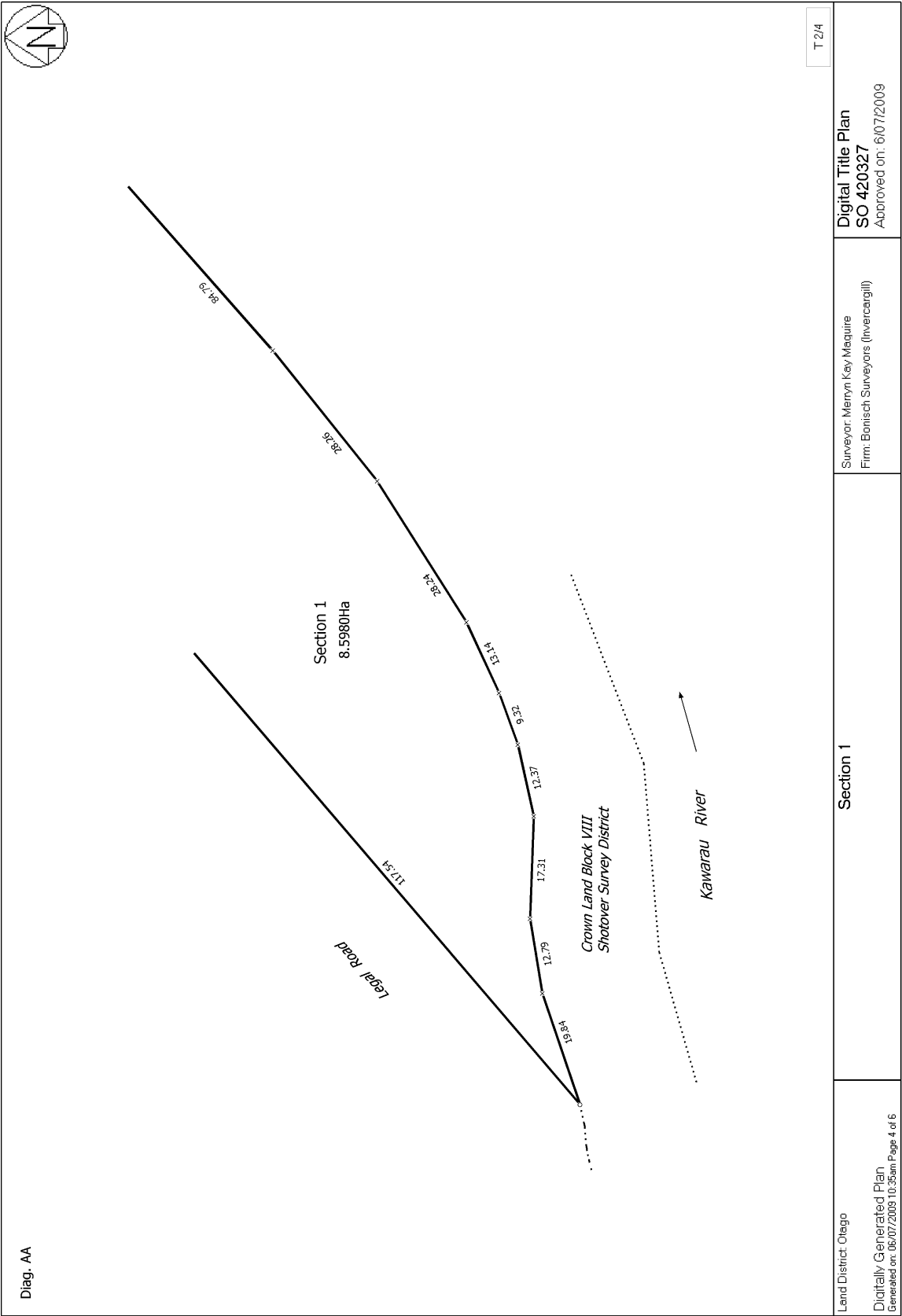
Identifier 492534
Land Registration District Otago
Date Issued 01 September 2009

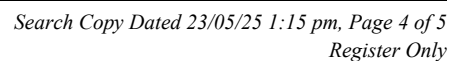
Prior References
491888

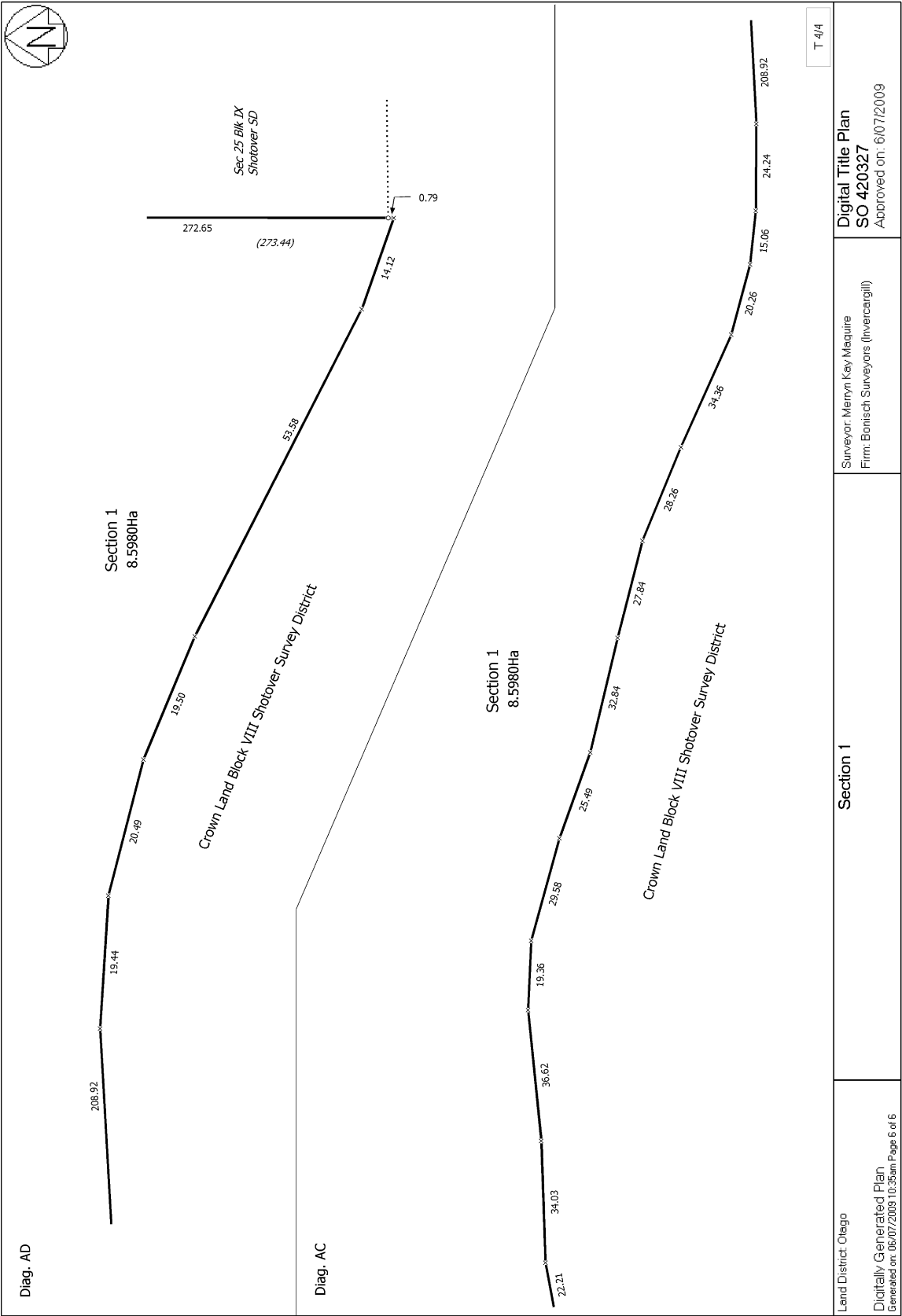
Estate Fee Simple
Area 8.5980 hectares more or less
Legal Description Section 1 Survey Office Plan 420327
Registered Owners
Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests
Subject to Part IVA Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm











RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **857180**
Land Registration District **Otago**
Date Issued 19 March 2019

Prior References
3325

Estate Fee Simple
Area 2.0584 hectares more or less
Legal Description Lot 3 Deposited Plan 529201
Registered Owners
Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests

Subject to a right (in gross) to convey electricity over part marked L & M on DP 529201 in favour of (now) Aotearoa Towers Group LP created by Transfer 952854.1 - 14.8.1998 at 10:47 am

5073060.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.8.2001 at 9:00 am

Subject to a right to convey water over part marked N, K & L on DP 529201 specified in Easement Certificate 5073060.5 - 21.8.2001 at 9:00 am

11334462.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.3.2019 at 4:36 pm

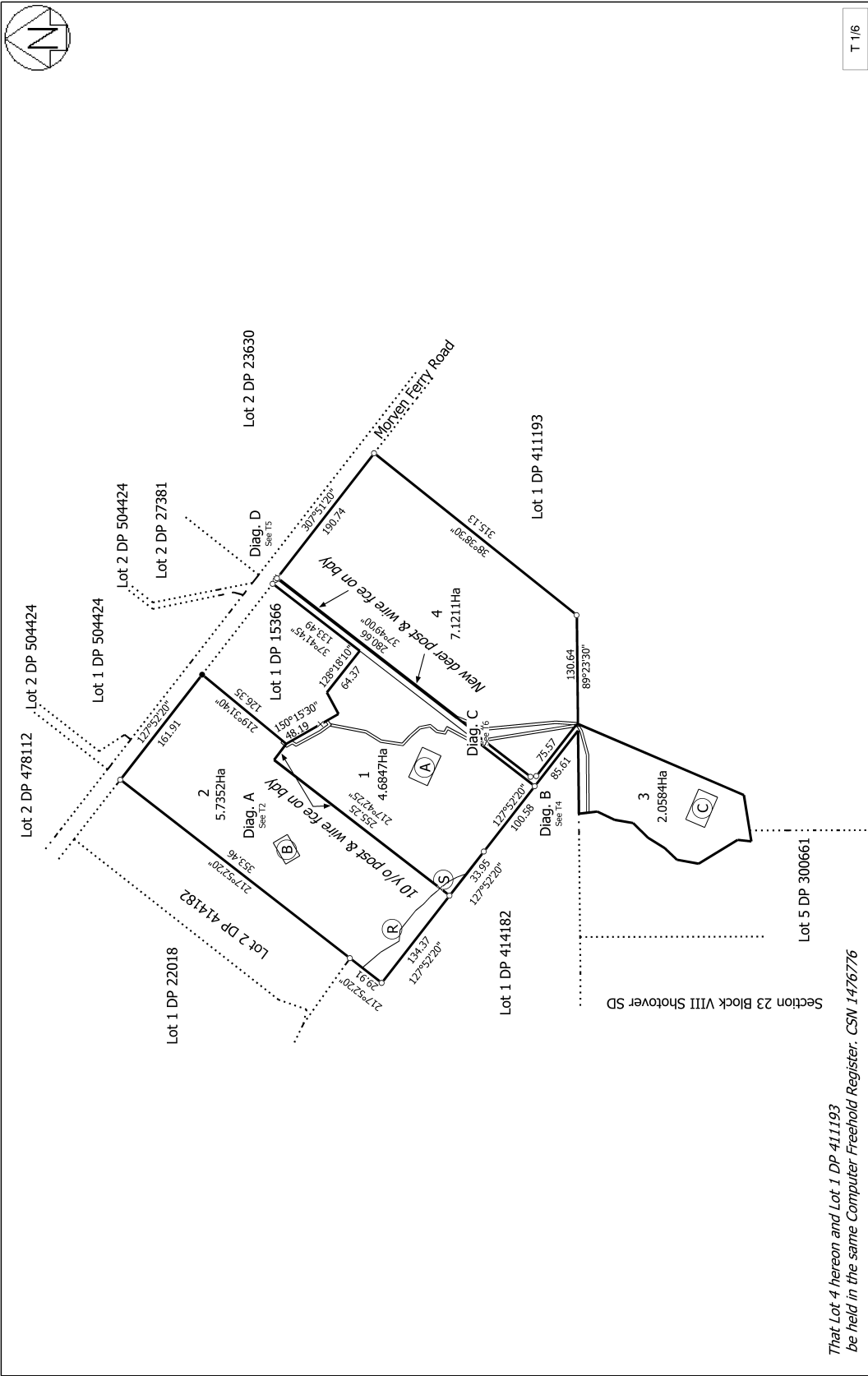
Subject to a right to take and convey water over part marked K, L & I and a right to convey water over part marked G all on DP 529201 created by Easement Instrument 11334462.5 - 19.3.2019 at 4:36 pm

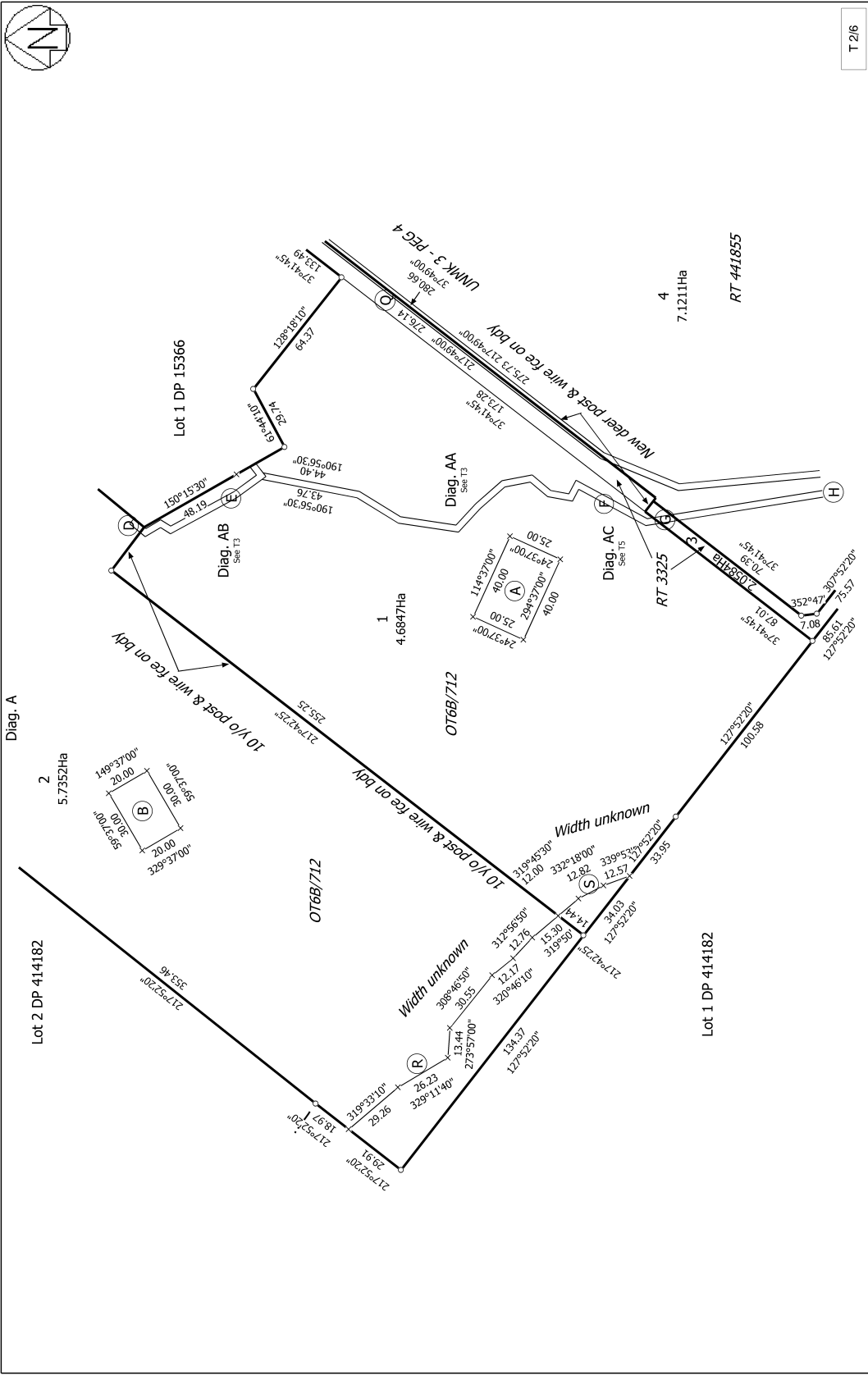
Appurtenant hereto is a right to convey electricity and telecommunications and to a right of way created by Easement Instrument 11334462.5 - 19.3.2019 at 4:36 pm

Some of the easements created by Easement Instrument 11334462.5 are subject to Section 243 (a) Resource Management Act 1991 (see DP 529201)

11501888.1 Surrender of the right to convey electricity marked F and E on DP 529201 as appurtenant hereto created by Easement Instrument 11334462.5 - 16.10.2019 at 2:25 pm

Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm





T 2/6

Land District: Otago	Lots 1 - 4 Being a Subdivision of Lots 10 & 11 DP 300661, Section 17, Part 18 and 19 Block VIII Shotover Survey District	Surveyor: Bruce Allan McLeod Firm: Aurum Survey Consultants Ltd (Quee	Title Plan LT 529201 Approved on: 14/03/2019
Digitally Generated Plan Generated on: 14/03/2019 3:54pm Page 5 of 9			



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

Identifier **OT7D/1456**

Land Registration District **Otago**

Date Issued 11 June 1984

Prior References

OT53/81

Estate	Fee Simple
Area	26.5069 hectares more or less
Legal Description	Section 23 Block IX Shotover Survey District

Registered Owners

Lynette Joy Hamilton and Janice Margaret Clear as Executors

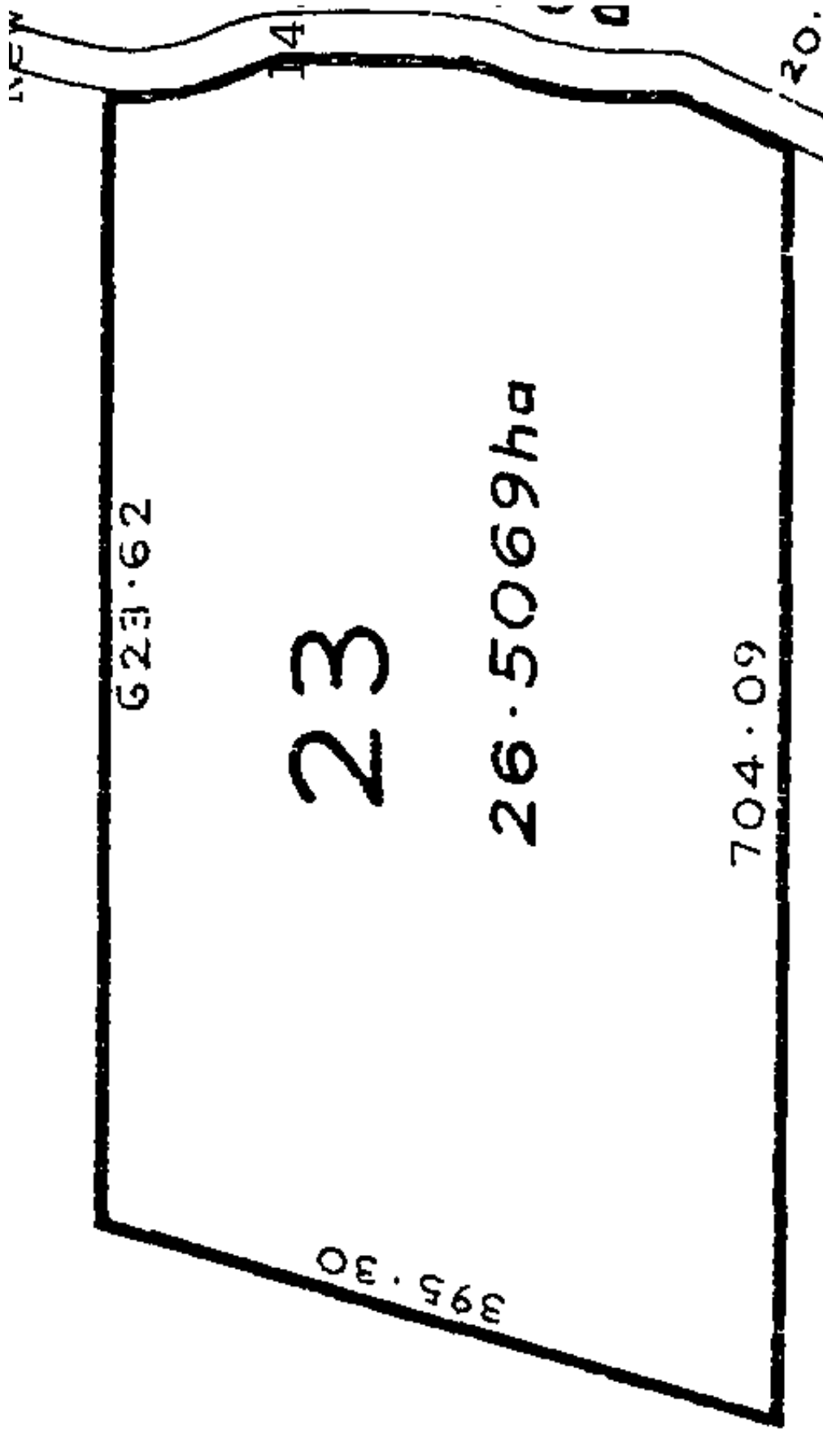
Interests

952854.1 Transfer creating the following easements in gross - 14.8.1998 at 10:47 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey electric power	Section 23 Block IX Shotover Survey District - herein	M DP 26412	(now) Aotearoa Towers Group LP	N/A
Right of way	Section 23 Block IX Shotover Survey District - herein	M DP 26412	(now) Aotearoa Towers Group LP	N/A

7064137.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 10.10.2006 at 9:00 am

Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **OT406/118**

Land Registration District **Otago**

Date Issued 17 December 1958

Prior References

OT47/185

Estate Fee Simple
Area 23.0823 hectares more or less
Legal Description Section 22 Block IX Shotover Survey District

Registered Owners

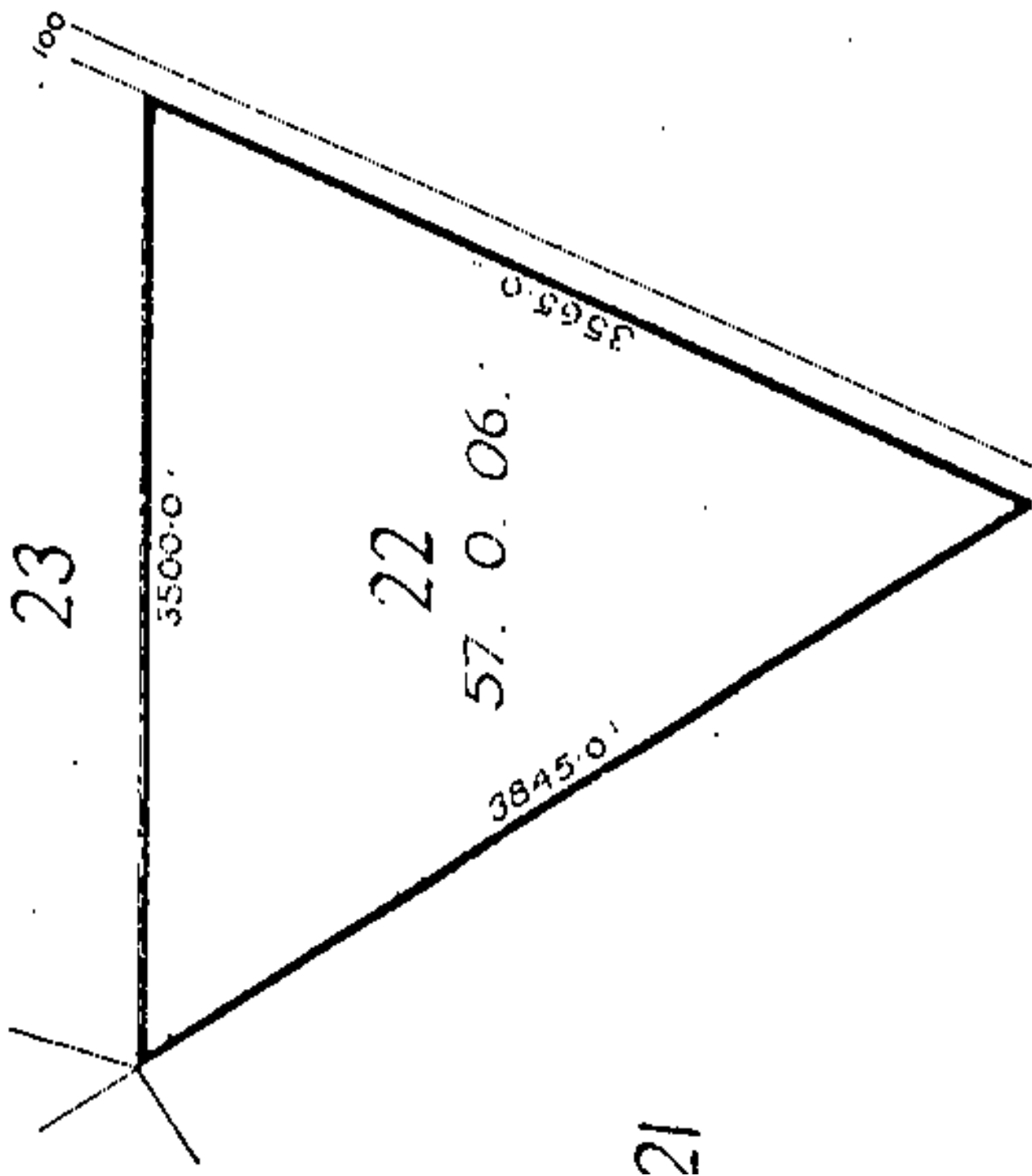
Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests

952854.1 Transfer creating the following easements in gross - 14.8.1998 at 10:47 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Convey electric power	Section 22 Block IX Shotover Survey District - herein	F DP 26412	(now) Aotearoa Towers Group LP	N/A
Convey electric power	Section 22 Block IX Shotover Survey District - herein	N DP 26412	(now) Aotearoa Towers Group LP	N/A
Convey electric power	Section 22 Block IX Shotover Survey District - herein	T DP 26412	(now) Aotearoa Towers Group LP	N/A
Convey electric power	Section 22 Block IX Shotover Survey District - herein	L DP 26412	(now) Aotearoa Towers Group LP	N/A
Convey electric power	Section 22 Block IX Shotover Survey District - herein	J DP 26412	(now) Aotearoa Towers Group LP	N/A
Right of way	Section 22 Block IX Shotover Survey District - herein	G DP 26412	(now) Aotearoa Towers Group LP	N/A
Right of way	Section 22 Block IX Shotover Survey District - herein	J DP 26412	(now) Aotearoa Towers Group LP	N/A
Right of way	Section 22 Block IX Shotover Survey District - herein	L DP 26412	(now) Aotearoa Towers Group LP	N/A

Identifier		OT406/118		
Right of way	Section 22 Block IX	F DP 26412	(now) Aotearoa Towers	N/A
	Shotover Survey District - herein		Group LP	
Right of way	Section 22 Block IX	N DP 26412	(now) Aotearoa Towers	N/A
	Shotover Survey District - herein		Group LP	
Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm				





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **946021**
Land Registration District **Otago**
Date Issued 03 June 2020

Prior References

3324 OT18C/655 OT84/82

Estate Fee Simple
Area 82.6923 hectares more or less
Legal Description Lot 5 Deposited Plan 300661 and Section
23, 71 Block VIII and Section 21, 24 Block
IX and Section 64 Block VIII Shotover
Survey District

Registered Owners

Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests

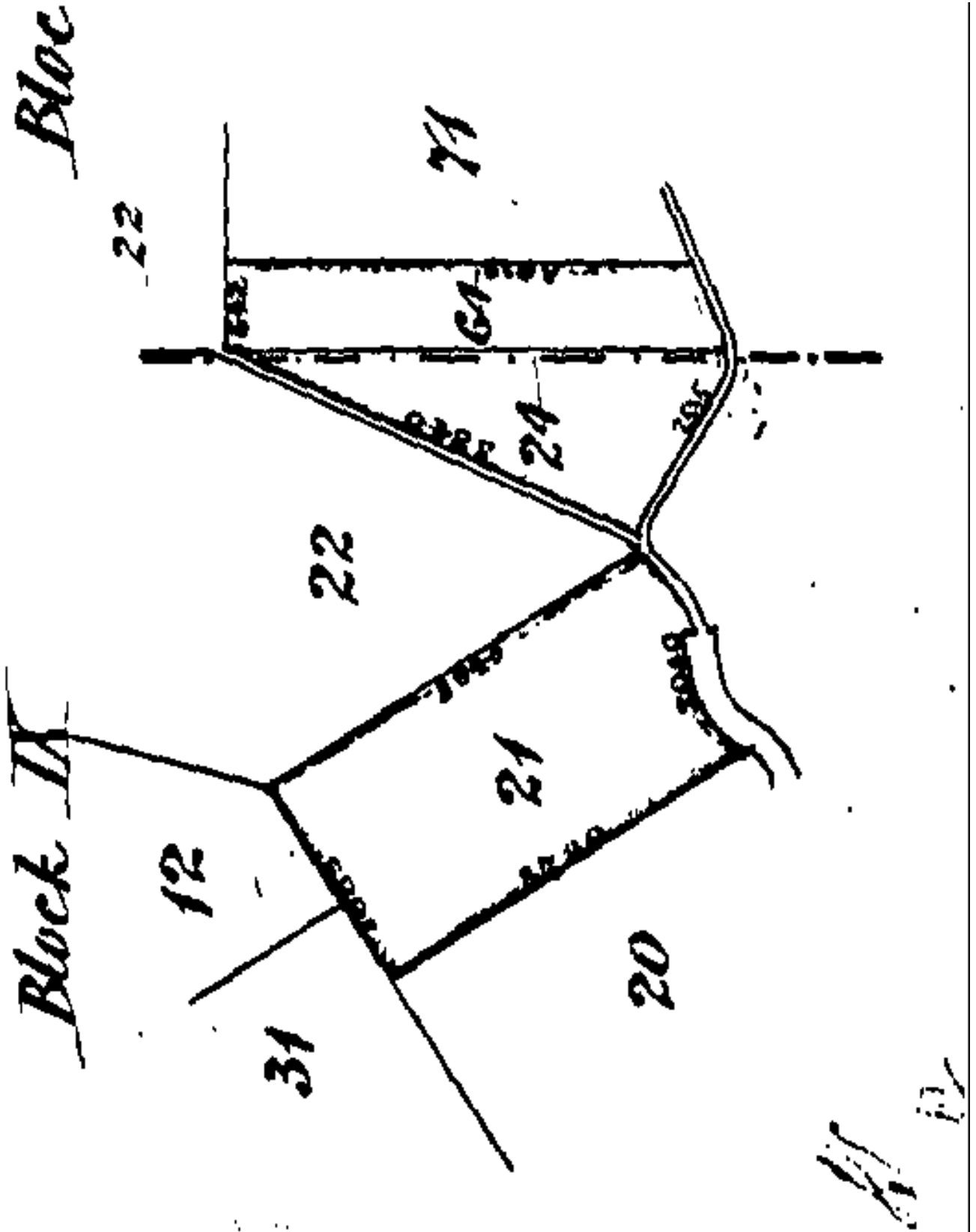
Subject to rights (in gross) to convey water over part Lot 5 DP 300661 marked K, L and M on DP 300661, and over part Section 23 Block VIII Shotover Survey District marked FM on the diagram annexed to Transfer 835520, and over part Section 71 Block VIII Shotover Survey District marked FN on the diagram annexed to Transfer 835520 in favour of Arrow Irrigation Company Limited created by Transfer 835520 - 4.8.1993 at 9:10 am

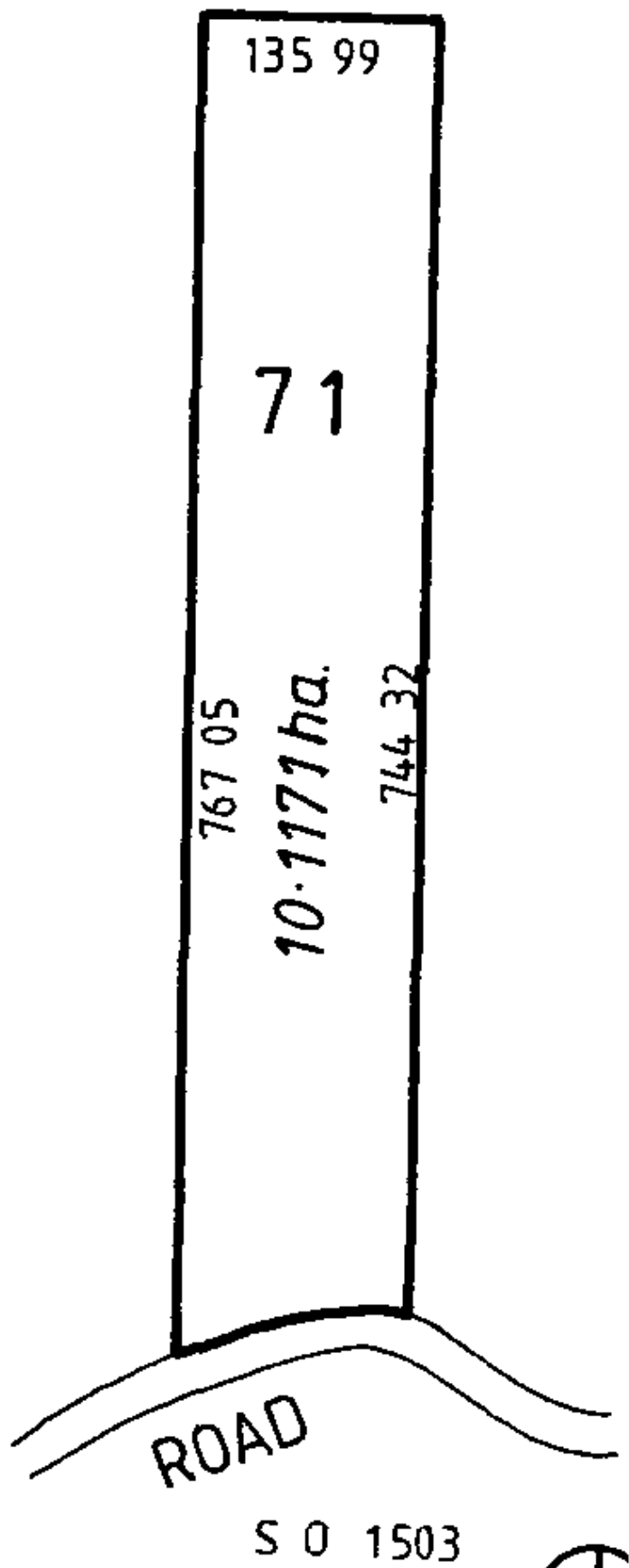
Subject to rights of way (in gross) over part Section 21 Block IX Shotover District marked H, I, K and O on DP 26412, and over part Section 24 Block IX Shotover District marked D and E on DP 26412, and over part Section 71 Block VIII Shotover Survey District marked C on DP 26415, and over part Lot 5 DP 300661 marked U on DP 300661, and over part Section 23 Block VIII Shotover Survey District marked B on DP 26412, and a right (in gross) to convey telecommunications over part Section 21 Block IX Shotover Survey District marked O on DP 26412, and a right (in gross) to convey electric power over part Section 21 Block IX Shotover Survey District marked U, I, K and O on DP 26412, and over part Section 24 Block IX Shotover Survey District marked S and E on DP 26412, and over part Section 64 Block VIII Shotover Survey District marked S on DP 26412, and over part Section 71 Block VIII Shotover Survey District marked R on DP 26412, and rights (in gross) to convey electricity over part Lot 5 DP 300661 marked I, J and L on DP 300661, and over part Section 23 Block VIII Shotover Survey District marked Q on DP 26412 in favour of (now) Aotearoa Towers Group LP created by Transfer 952854.1 - 14.8.1998 at 10:47 am

Subject to Section 241(2) and Section 242(1) Resource Management Act 1991 (affects DP 300661)

Subject to a right to convey water over part Lot 5 DP 300661 marked F on DP 300661 specified in Easement Certificate 5073060.5 - 21.8.2001 at 9:00 am

Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm

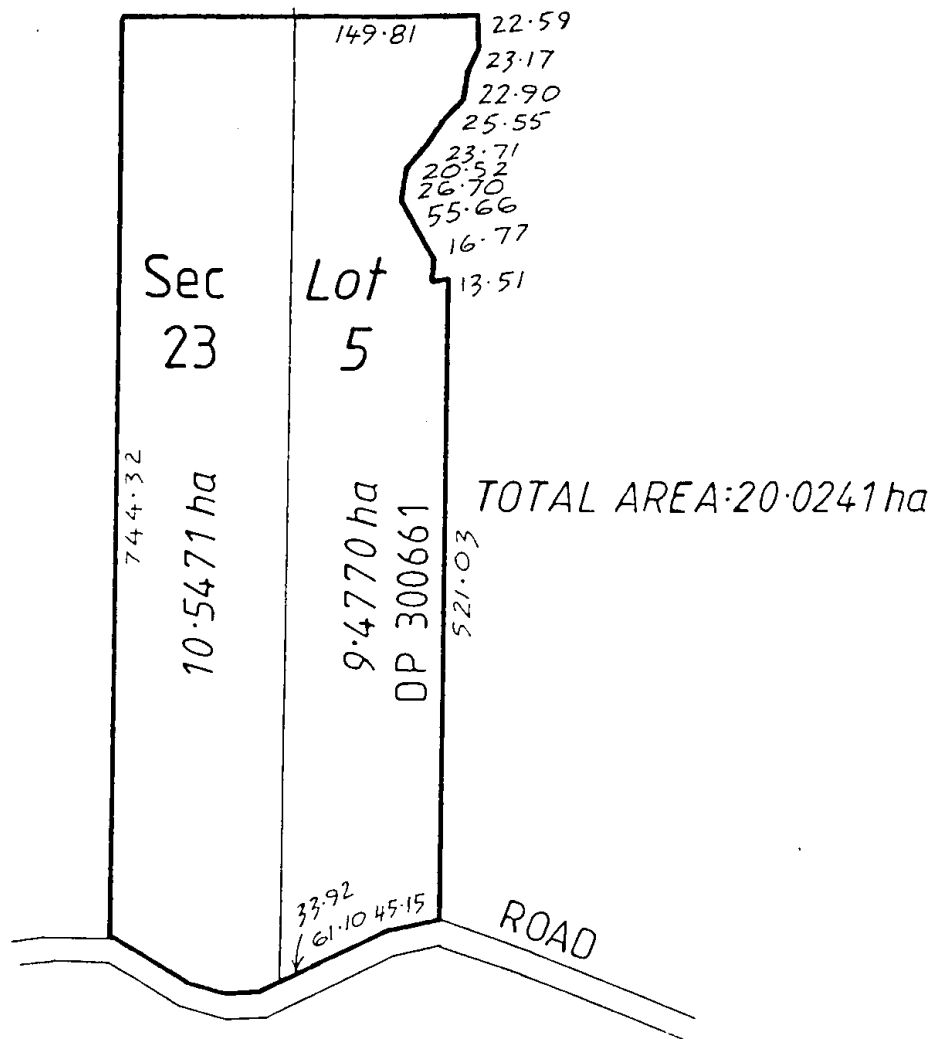




TITLE DIAGRAM DIAGRAM
CPY-01/01.PGS-001.22/08/01.07:30



DocID: 110240828





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **946040**
Land Registration District **Otago**
Date Issued 03 June 2020

Prior References

3323 938968

Estate Fee Simple
Area 45.1025 hectares more or less
Legal Description Section 1-2 Survey Office Plan 478164 and
Section 25 Block IX Shotover Survey
District and Lot 3-4 Deposited Plan 300661

Registered Owners

Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests

Subject to a right (in gross) to convey water over part Lot 4 DP 300661 marked R and W on DP 300661 to Arrow Irrigation Company Limited created by Transfer 835520 - 4.8.1993 at 9:10 am

Subject to Section 241(2) and Section 242(1) Resource Management Act 1991 (affects DP 300661)

Subject to a right of way (Pedestrian and Cycle Way) (in gross) over part Lot 3 DP 300661 marked O and over part Lot 4 DP 300661 marked M and N all on DP 454102 in favour of Queenstown Lakes District Council created by Easement Instrument 9271861.7 - 25.2.2013 at 10:27 am

Subject to a right of way (in gross) over part Section 1 SO 478164 marked A on SO 478164 in favour of (now) Aotearoa Towers Group LP created by Easement Instrument 11729995.3 - 29.4.2020 at 3:04 pm

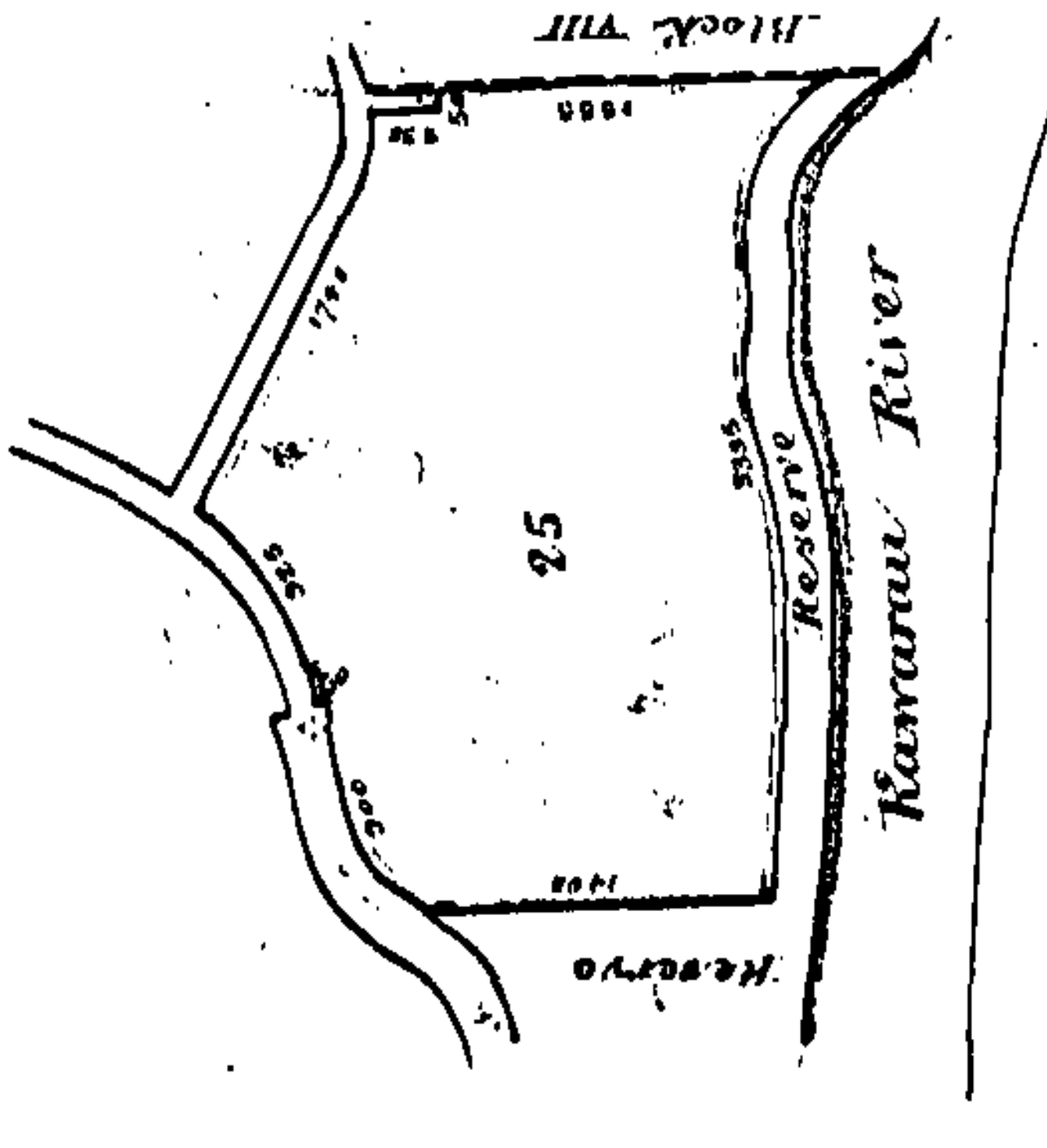
Subject to a right of way (pedestrian and cycle) (in gross) over part Section 2 SO 478164 marked E on SO 478164 in favour of Queenstown Lakes District Council created by Easement Instrument 11729995.4 - 29.4.2020 at 3:04 pm

Subject to a right (in gross) to convey water over part Section 1 SO 478164 marked B, C and D on SO 478164 in favour of Arrow Irrigation Company Limited created by Easement Instrument 11729995.6 - 29.4.2020 at 3:04 pm

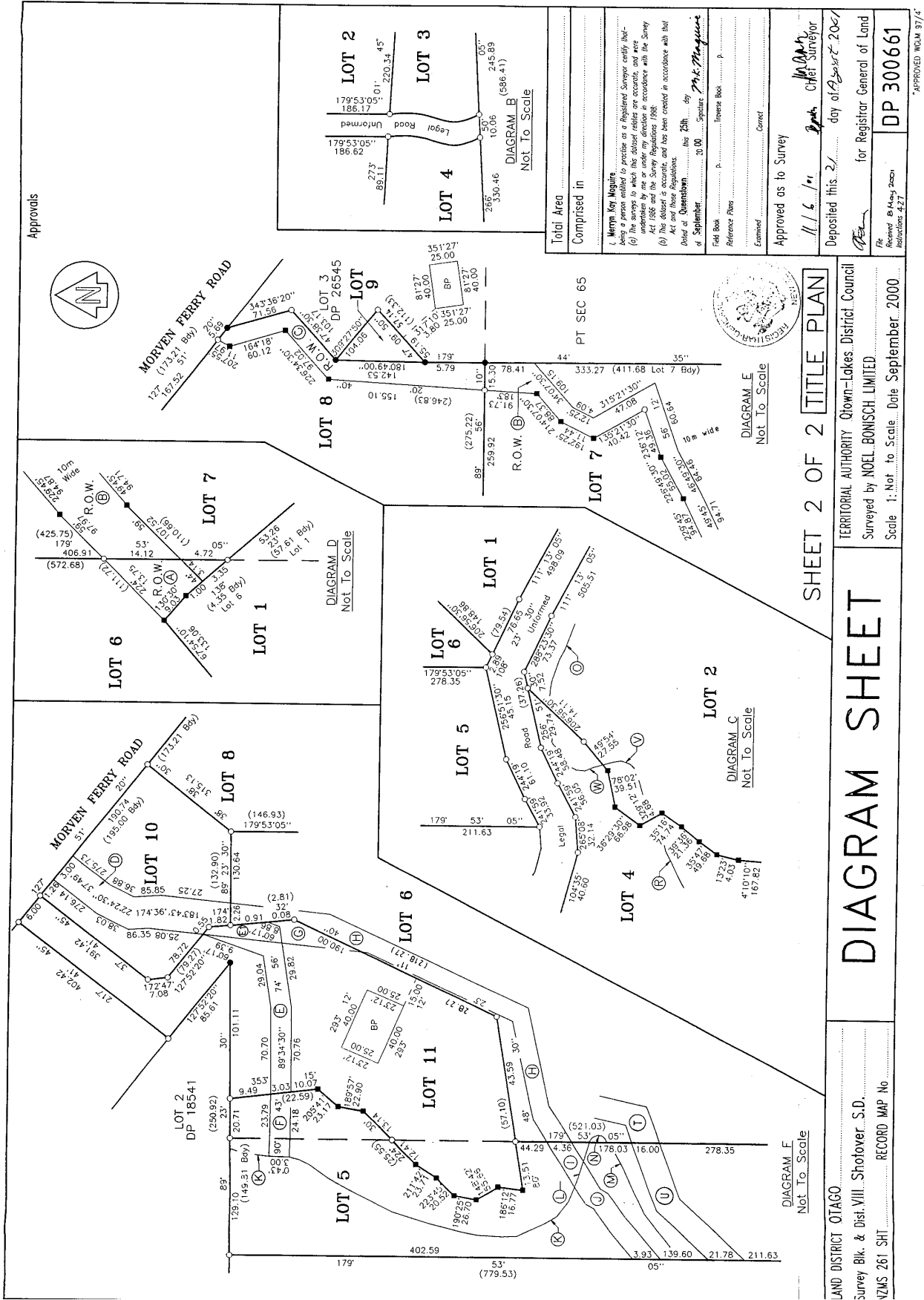
Subject to Section 345(2A)(a) and (b) Local Government Act 1974 (affects Section 1-2 SO 478164 and Section 25 Clock IX Shotover Survey District)

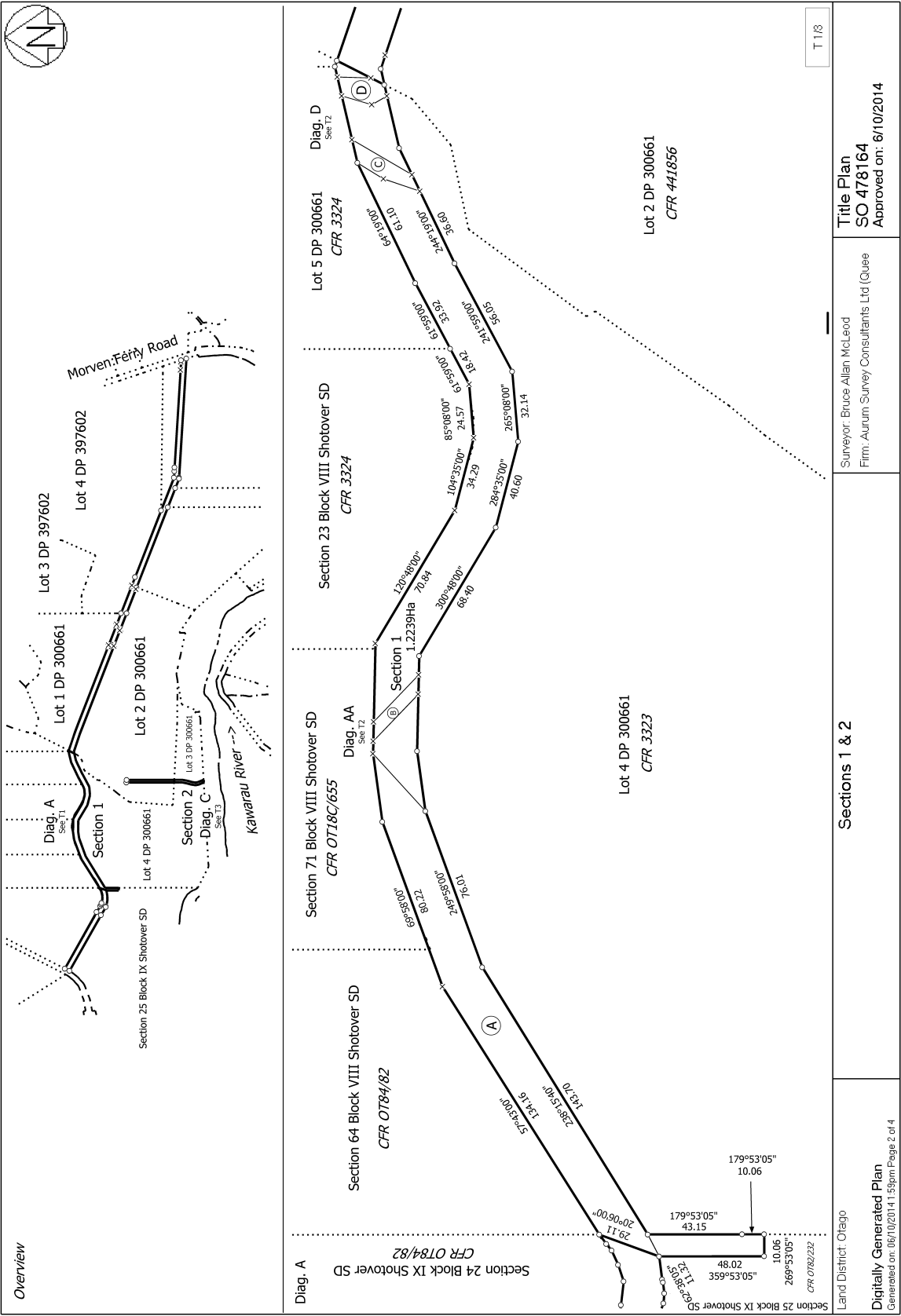
Land Covenant (in gross) affecting Section 1-2 SO 478164 in favour of Queenstown Lakes District Council created by Covenant Instrument 11729904.5 - 3.6.2020 at 4:16 pm

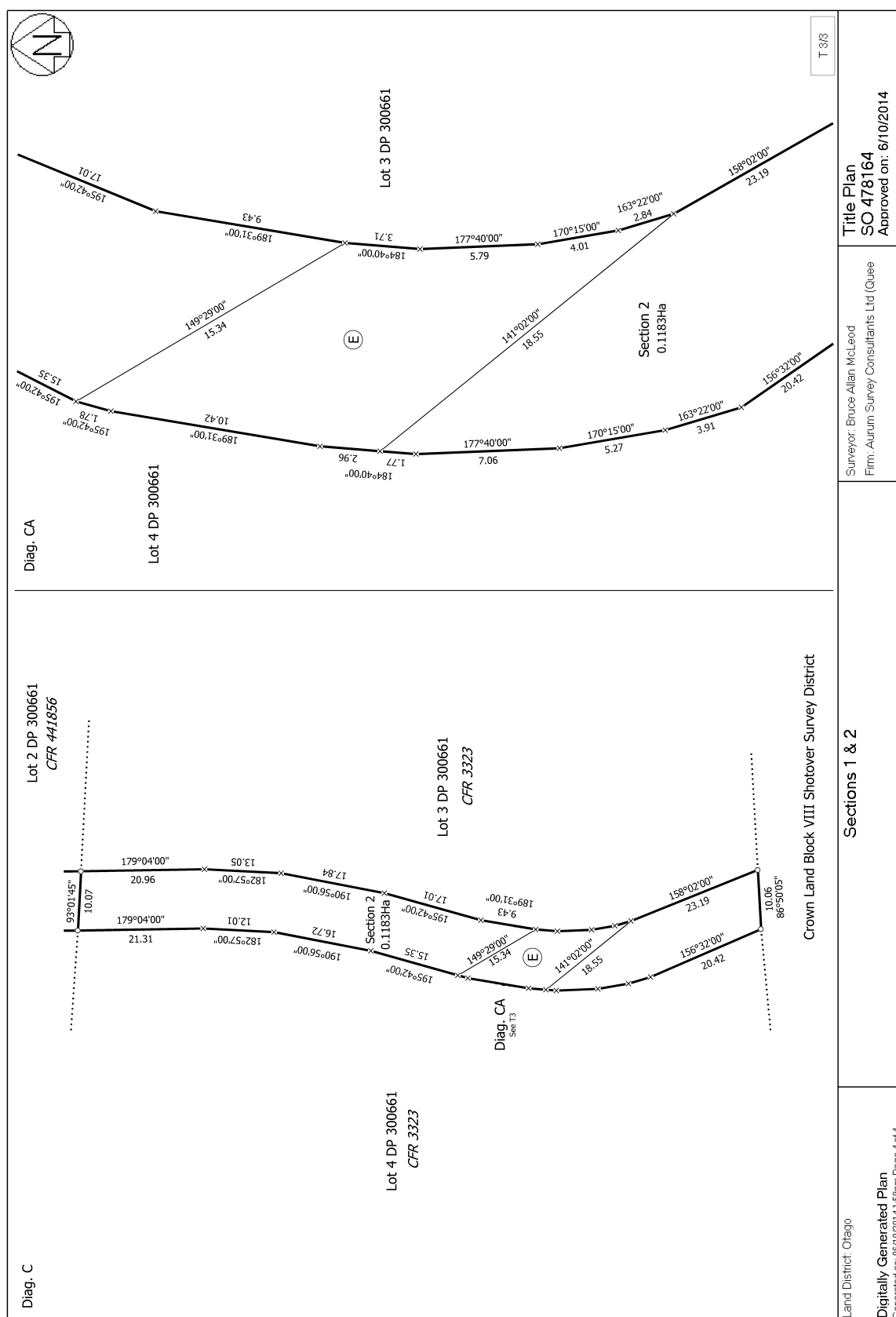
Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm



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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R.W. Muir
Registrar-General
of Land

Identifier **1174254**
Land Registration District **Otago**
Date Issued 20 November 2024

Prior References
857181

Estate Fee Simple
Area 24.7256 hectares more or less
Legal Description Lot 2 Deposited Plan 601937 and Lot 4
Deposited Plan 529201

Registered Owners
Lynette Joy Hamilton and Janice Margaret Clear as Executors

Interests

Subject to a right (in gross) to convey water over part Lot 2 DP 601937 marked N all on DP 601937 in favour of Arrow Irrigation Company Limited created by Transfer 835520 - 4.8.1993 at 9:10 am

Subject to a right (in gross) to convey electricity over part Lot 4 DP 529201 marked O & J on DP 529201 and over part Lot 2 DP 601937 marked H on DP 601937 and a right of way over part Lot 2 DP 601937 marked A on DP 601937 in favour of (now) Aotearoa Towers Group LP created by Transfer 952854.1 - 14.8.1998 at 10:47 am

Appurtenant to part Lot 2 DP 601937 formerly Lot 8 DP 323200 is a right of way specified in Easement Certificate 959443.3 - 17.12.1998 at 1:44 pm

The easement specified in Easement Certificate 959443.3 is subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey water over part Lot 4 marked O & J all on DP 529201 specified in Easement Certificate 5073060.5 - 21.8.2001 at 9:00 am

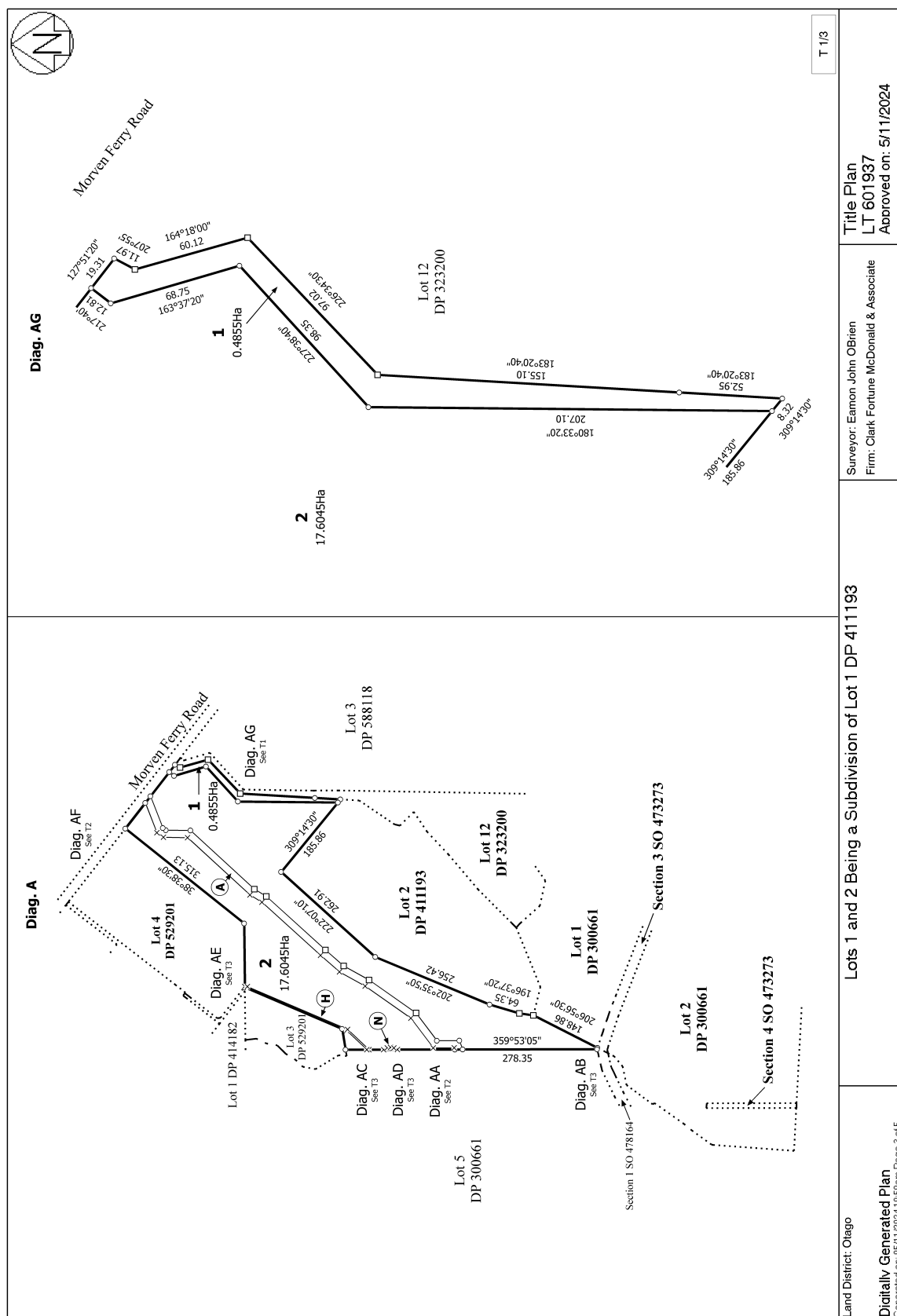
11334462.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.3.2019 at 4:36 pm (Affects Lot 4 DP 529201)

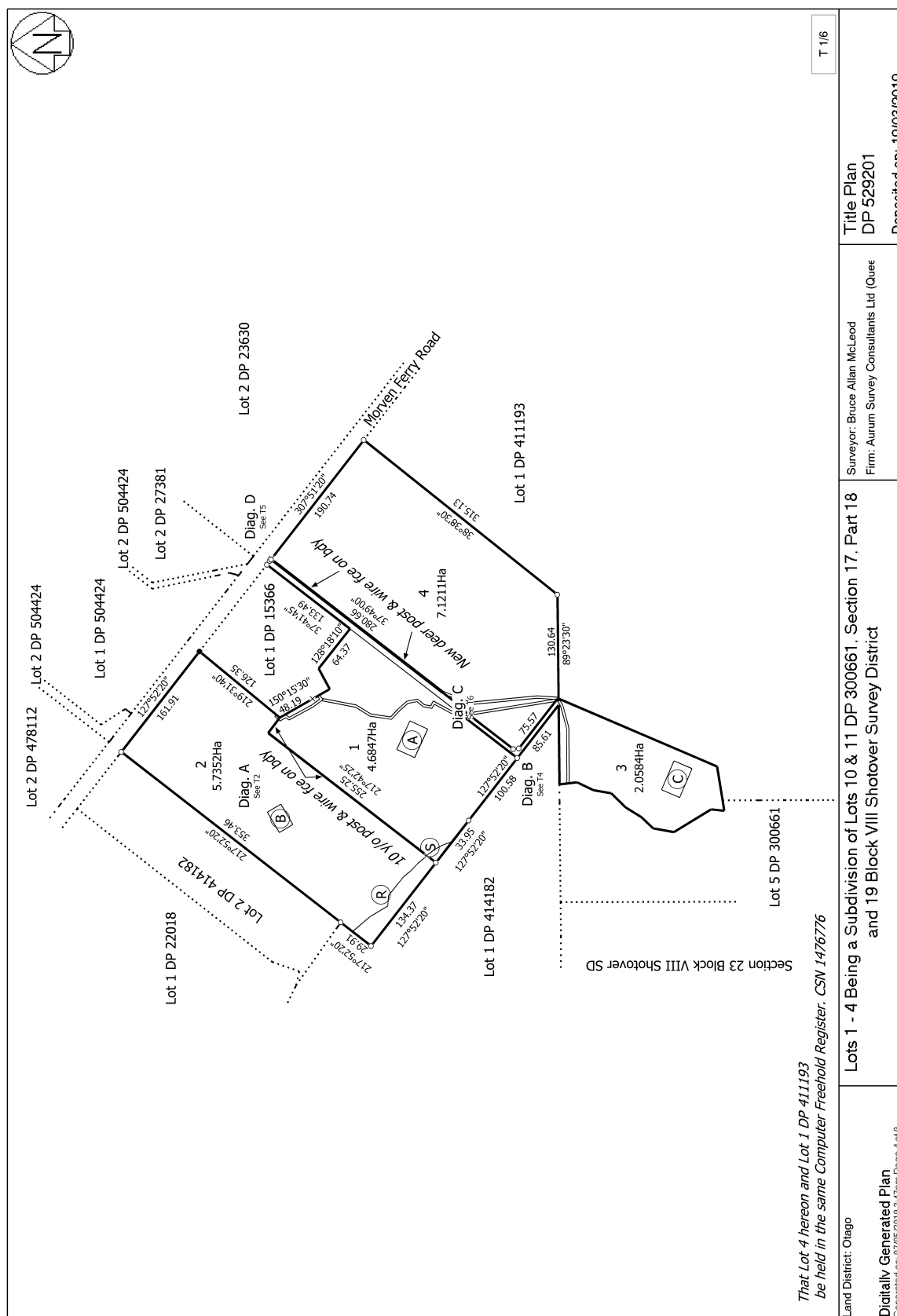
Subject to a right to convey water and electricity over part Lot 4 marked J & H all on DP 529201 and over part Lot 2 DP 601937 marked H all on DP 601937 created by Easement Instrument 11334462.5 - 19.3.2019 at 4:36 pm

Some of the easements created by Easement Instrument 11334462.5 are subject to Section 243 (a) Resource Management Act 1991 (see DP 529201)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 601937)

Land Covenant in Covenant Instrument 13089567.5 - 20.11.2024 at 2:26 pm





952854.1

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Otago

Certificate of Title No. **All or Part?** **Area and legal description — Insert only when part or Stratum, CT**

(1)(a) 339	44	Part	Part marked "A" on Deposited Plan 26412
(b) 314	124	Part	Part marked "B" on Deposited Plan 26412
(c) 57	168	Part	Part marked "C" on Deposited Plan 26412
continued...			

Transferor Surnames must be underlined

WILLIAM ALAN HAMILTON of Arrowtown, Farmer and DOROTHY GWENDOLINE HAMILTON, his wife

Transferee Surnames must be underlined

BellSouth Asia/Pacific Enterprises, Inc. at Atlanta, Georgia, United States of America, BellSouth New Zealand Limited and BellSouth New Zealand Holdings Limited at Auckland and ST Cellular (NZ) Pte Limited at Singapore

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

- 1) Right of Way Easement in gross, over those parts of the various parcels of land ("Land") described under (1)(a)-(f) in the Certificate of Title No. panel above, with the rights and powers and subject to the terms and conditions set out in the Annexure Schedule
- 2) Right to Convey Telecommunications in gross over that part of the Land described under (2) in the Certificate of Title No. panel above, with the rights and powers and subject to the terms and conditions set out in the Annexure Schedule
- 3) Right to convey electric power in gross over those parts of the Land described under (3)(a)-(f) in the Certificate of Title No. panel above with the rights and powers and subject to the terms and conditions set out in the Annexure Schedule

Consideration

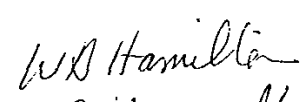
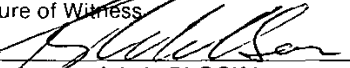
Pursuant to Lease of Telecommunications Site dated 13th day of July 1995 between the Transferor and the Transferee ("the Lease")

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 10th day of July 1998

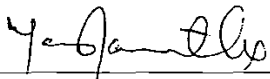
Attestation

 	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address
PHILLIP GEORGE WILSON SOLICITOR QUEENSTOWN	
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE IN INAPPLICABLE CERTIFICATE)

Document Ref: 196432:JCT


Solicitor for the Transferee

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 July 1998

Page 3 of 8 Pages

- (i) to use any power poles or line of conduits cables and wires already installed, placed or erected on the route of the easement and replace or substitute such poles, conduits, cables or wires;
- (ii) where no such poles or line of conduits, cables or wires exist to install place, erect, and maintain or to have installed, placed, erected or maintained poles, conduits, cables and wires suitable for the purposes contemplated by this Transfer;
- (iii) in order to construct or maintain the efficacy of such poles, conduits, cables and wires with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the Land and to remain there for any reasonable time for the purposes of installing, inspecting, cleansing, repairing, maintaining and renewing the conduits, cables and wires or the poles, or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable.

5. Rights and Powers Applying to All Easements:

- (a) A right to surrender the easements granted by this Transfer by the Transferee should the Transferee no longer require use of the accessway the subject of the right of way, or no longer require the right to convey telecommunications and electricity with neither party then having any claims against the other other than claims accruing up to the date of surrender, such right accruing under the terms of the Lease as a result of a termination of the Lease.
- (b) A right for the Transferee to share its right of use of the Right of Way, the right to convey telecommunications and the right to convey electricity and to assign all or part of its rights, interests or obligations hereunder to any person as contemplated in the Lease.

6. Terms and Conditions Applying to Right to Convey Electricity:

It is acknowledged that maintenance of the conduits, cables, wires and power poles will be carried out by the relevant supply authority. Except as otherwise provided in this Transfer or in the Lease, the Transferee shall be responsible for all costs of maintenance.

7. Terms and Conditions Applying to All Easements:

- (a) The Transferor:
 - (i) shall not place any buildings or erections or plant or allow or suffer to be planted or grown any tree or shrub on the Land, and
 - (ii) will not do or permit to be done any act,
 which in either case might or will interfere with or adversely affect the rights, powers, licences and liberties granted to the Transferee by this Transfer.
- (b) Notwithstanding any other provision herein contained, if any repair or maintenance to the Land is rendered necessary by the act, neglect or default of one party or its tenants, servants, contractors, agents, workmen, co-users, licensees or invitees, then that party shall promptly carry out such repair and maintenance and bear the whole cost of such work.
- (c) Any dispute between the parties shall be submitted to the arbitration of the President of the Otago District Law Society or his nominee such arbitration to be otherwise carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provisions relating to Arbitration.
- (d) The grant shall, subject to clause 5(a) of the Rights and Powers provision above, be for a term of 19 years 364 days from the 5th day of June 1996.
- (e) The terms of the Lease shall not merge upon the registration of this Transfer but shall be read collateral with this Transfer.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W.H. DPH

[Signature]

[Signature]

[Signature]

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer Dated 10 July 1998 Page 48 of 8 Pages

SIGNED by BELLSOUTH
ASIA/PACIFIC ENTERPRISES, INC. by
its attorneys CURTIS LAWRENCE
CARTER or SYDNEY ARTHUR NEELY
and KIRAN CHANDRA CHHAGANLAL
in the presence of:

WITNESS OF SIGNATURES:

L.M. Bollard
Signature of Witness

Name of Witness **L M Bollard**
Personal Assistant
Auckland

Occupation of Witness

Town of Residence

C.L. Carter
Signature of CURTIS LAWRENCE CARTER
or SYDNEY ARTHUR NEELY

Kiran Chandra Chhaganlal
Signature of KIRAN CHANDRA
CHHAGANLAL

SIGNED by BELLSOUTH NEW
ZEALAND LIMITED by authorised
officers in the presence of:

WITNESS OF SIGNATURES:

L.M. Bollard
Signature of Witness

Name of Witness **L M Bollard**
Personal Assistant
Auckland

Occupation of Witness

Town of Residence

C.L. Carter
Signature of CURTIS LAWRENCE CARTER
(Director)

Kiran Chandra Chhaganlal
Signature of KIRAN CHANDRA
CHHAGANLAL (Secretary)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W.H. Ash

6X. C. 700

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 July

Page 54 of 8 Pages

SIGNED by BELLSOUTH NEW ZEALAND HOLDINGS LIMITED by its attorneys CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL in the presence of:

WITNESS OF SIGNATURES:

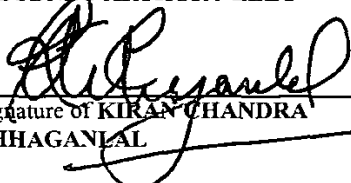

Signature of Witness

L M Bollard
Name of Witness Personal Assistant
Auckland

Occupation of Witness

Town of Residence


Signature of CURTIS LAWRENCE CARTER
or SYDNEY ARTHUR NEELY


Signature of KIRAN CHANDRA
CHHAGANLAL

SIGNED by ST CELLULAR (NZ) PTE LIMITED by its attorneys CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL in the presence of:

WITNESS OF SIGNATURES:

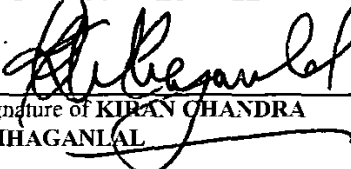

Signature of Witness

L M Bollard
Name of Witness Personal Assistant
Auckland

Occupation of Witness

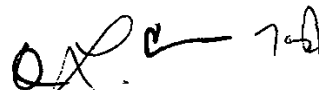
Town of Residence


Signature of CURTIS LAWRENCE CARTER
or SYDNEY ARTHUR NEELY


Signature of KIRAN CHANDRA
CHHAGANLAL

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W H D S H 

 7-2

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 July 1998

Page 6 of 8 Pages

CERTIFICATE OF NON-REVOCATION

OF POWER OF ATTORNEY

We, CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL hereby severally certify:

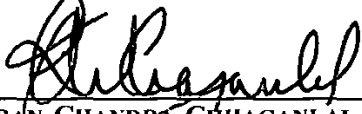
1. That by a Power of Attorney dated 23 December 1997, **BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC** appointed us as its attorneys on the terms and subject to the conditions set out in the said Power of Attorney including that either **CURTIS LAWRENCE CARTER** or **SYDNEY ARTHUR NEELY** together with **KIRAN CHANDRA CHHAGANLAL** may execute various documents as specified on its behalf.
2. That we hold the respective offices referred to in clause 1 of the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of **BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC.** or otherwise.
4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Number 9 50716- 2.

SIGNED at Auckland this 10th day of July

1998

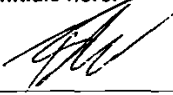


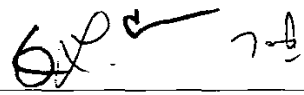
CURTIS LAWRENCE CARTER / SYDNEY
ARTHUR NEELY



KIRAN CHANDRA CHHAGANLAL

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W.H. DGH 



Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 July 1998

Page 76 of 8 Pages

CERTIFICATE OF NON REVOCATION
OF POWER OF ATTORNEY

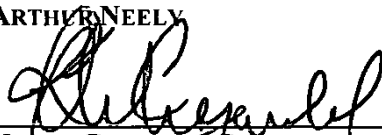
We, CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL hereby severally certify:

1. That by a Power of Attorney dated 28 January 1998, **BELLSOUTH NEW ZEALAND HOLDINGS LIMITED** appointed us as its attorneys on the terms and subject to the conditions set out in the said Power of Attorney including that either **CURTIS LAWRENCE CARTER** or **SYDNEY ARTHUR NEELY** together with **KIRAN CHANDRA CHHAGANLAL** may execute various documents as specified on its behalf.
2. That we hold the respective offices referred to in clause 1 of the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of **BELLSOUTH NEW ZEALAND HOLDINGS LIMITED** or otherwise.
4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Number 950716.1

SIGNED at Auckland this 10th day of July

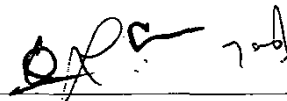
1998


CURTIS LAWRENCE CARTER / SYDNEY
ARTHUR NEELY


KIRAN CHANDRA CHHAGANLAL

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W.A.N. DSH



Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 10 July 1998

Page 8 of 8 Pages

CERTIFICATE OF NON REVOCATION
OF POWER OF ATTORNEY

We, **CURTIS LAWRENCE CARTER** or **SYDNEY ARTHUR NEELY** and **KIRAN CHANDRA CHHAGANLAL** hereby severally certify:

1. That by a Power of Attorney dated 4 December 1996, **ST CELLULAR (NZ) PTE LIMITED** appointed us as its attorneys on the terms and subject to the conditions set out in the said Power of Attorney including that either **CURTIS LAWRENCE CARTER** or **SYDNEY ARTHUR NEELY** together with **KIRAN CHANDRA CHHAGANLAL** may execute various documents as specified on its behalf.
2. That we hold the respective offices referred to in clause 1 of the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of **ST CELLULAR (NZ) PTE LIMITED** or otherwise.
4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Number 925851. ✓

SIGNED at Auckland this 10th day of July

1998

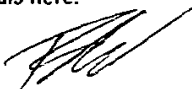


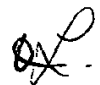
CURTIS LAWRENCE CARTER / SYDNEY
ARTHUR NEELY



KIRAN CHANDRA CHHAGANLAL

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

WNA DSH 

  72d

Annexure Schedule

TRANSFER

Dated 10 July 1998

Page 2 of 8 Pages

Certificate of Title No. Continued....

(1)(d) 84	82	Part	Parts marked "D", "E", "H", "I", "K" and "O" on Deposited Plan 26412
(e) 406	118	Part	Parts marked "F", "G", "J", "L" and "N" on Deposited Plan 26412
(f) 7D	1456	Part	Part marked "M" on Deposited Plan 26412
(2)	84	82	Part marked "O" on Deposited Plan 26412
(3)(a)	339	44	Part marked "P" on Deposited Plan 26412
(b)	314	124	Part marked "Q" on Deposited Plan 26412
(c)	57	168	Part marked "R" on Deposited Plan 26412
(d)	84	82	Parts marked "S", "E", "U", "I", "K" and "O" on Deposited Plan 26412
(e)	406	118	Parts marked "F", "T", "J", "L" and "N" on Deposited Plan 26412
(f) 7D	1456	Part	Part marked "M" on Deposited Plan 26412

1. Rights and Powers Applying to Right of Way Easement:

- (a) Those implied in rights of way by the Land Transfer Act 1952.
- (b) Those implied in easements of vehicular access by the Property Law Act 1952 subject to clause 1(c) below of this Rights and Powers provision.
- (c) The Transferor shall be liable for maintaining any existing accessways which may be located on the flat part of the Land shown "A" to "H" (inclusive) the subject of the Right of Way ("Flat Part") to the same condition they were in at the commencement of this grant of right of way, and for monitoring usage by the parties using such Flat Part. The parties shall share in the costs of maintenance of such Flat Part in accordance with the extent or type (e.g. heavy vehicles as against lighter domestic vehicles) of use that each makes of such Flat Part. However, as the Transferee is principally the user of the part of the accessway located on the hill from "H" to "O" (inclusive) ("Hill Part"), it shall be principally liable for the maintenance and costs thereof of such Hill Part **PROVIDED HOWEVER THAT** the Transferee shall be entitled to reimbursement from any other users of such Hill Part of the costs of maintenance of such Hill Part in accordance with the extent or type (e.g. heavy vehicles as against lighter domestic vehicles) of use that each user makes of such Hill Part and **PROVIDED FURTHER THAT** the Transferor shall be responsible for monitoring the use of such Hill Part by all the relevant users.

2. Rights and Powers Applying to Right to Convey Telecommunications:

The full free uninterrupted and unrestricted right, liberty and privilege for the Transferee and its tenants, servants, contractors, agents, co-users, licensees and workmen to enter onto the Land and:

- (a) To construct, maintain, repair, renew, upgrade, replace and operate from the part of the Land the subject of this easement, receiving and transmission antennae and equipment, cabling, power connection, spanning and other works for the reception and transmission of radio signals required in the course of the provision of telecommunications services, as are contemplated in the Lease.
- (b) To transmit, convey or lead telecommunications along, to or from the part of the Land the subject of this easement.

3. Rights and Powers Applying to Right to Convey Electric Power:

- (a) The full free uninterrupted and unrestricted right, liberty and privilege for the Transferee and its tenants, servants, contractors, agents, co-users, licensees and workmen to transmit, convey or lead electricity along the part of the Land the subject of this easement.

4. Rights and Powers Applying to both the Right to Convey Electric Power and the Right to Convey Telecommunications:

- (a) The full, free, uninterrupted and unrestricted right, liberty and privilege for the Transferee and its tenants, servants, contractors, agents, co-users, licensees and workmen to enter onto the Land:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W.H. DSH

[Signature] *[Signature]* *7-06*

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

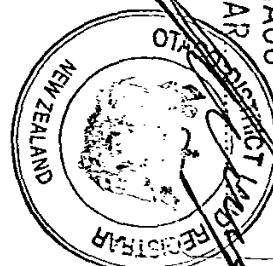
18C/655

Law Firm Acting
RUDD WATTS & STONE Solicitors P O Box 3798 AUCKLAND Telephone 309-4863 Facsimile 379-3326 Attention: J C Tan

Auckland District Law Society
REF 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Document Ref: 196432:JCT



10.47 14.AUG98 952854
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

FILE COPY



EASEMENT CERTIFICATE

Otago

Land Registry Office

(IMPORTANT — Registration of this certificate does not of itself create any of the easements specified herein.)

X, We, **WILLIAM ALAN HAMILTON and DOROTHY GWENDOLINE HAMILTON**

959443.3

being the registered proprietors of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Dunedin** on the _____ day of _____ 19____ under No. **26545** are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
18C/216 ✓	RIGHT OF WAY ✓	LOT 3 ✓	PART MARKED H	PART SECTION 21 BLOCK VIII 18C/218 ✓

1. The rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 are herein implied except as they are added to or substituted in Schedule 'B' hereto.

2. The terms, covenants, conditions, or restrictions set out in Schedule 'C' hereto shall attach to the easements specified therein.

Dated this 14 day of December 1998

Signed by the above-named **WILLIAM ALAN HAMILTON**
and **DOROTHY GWENDOLINE HAMILTON**

in the presence of

Witness:

Occupation:

Address:

J.O. Martin
J.O. MARTIN

Retired

67 Devon St Arrowtown

W.A. Hamilton
D. Hamilton

Correct for the purposes of the Land Transfer Act

[Signature]

Solicitor for the Registered Proprietor

SCHEDULE 'B'

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and Powers:

In addition to the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 those rights implied in easements of vehicular access by the Property Law Act 1952.

W.D. Hamilton
D.C. Hamilton
J.O. Morton

R

The within easements when created will be subject to
Section 243 Resource Management Act 1991

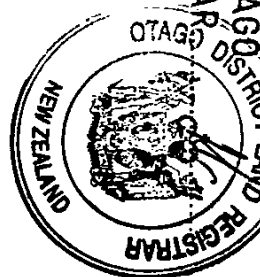
ALR

Particulars entered in the Register at the date and at the
time recorded below.

*District Land Registrar
Assistant of the District of*

EASEMENT CERTIFICATE

1.44 17.DEC98 959443.3
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR



ANDERSON LLOYD
SOLICITORS
QUEENSTOWN



SCHEDULE 'C'

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:



DocID: 110239897

IN THE MATTER OF

Subdivision Consent pursuant to Sections 105, 220 and 221 of the Resource Management Act 1991.

AND

IN THE MATTER OF

Lots 1-11 being a subdivision of Part Section 21 and Sections 20, 24, 25, 35, 66, 69, 84 and 88 Block VIII Shotover Survey District, being all of the land in Certificates of title ~~77/113~~, 18C/216, ~~136/19~~, 18C/218 and part of the land in Certificate of Title 314/124 (All Otago Land Registry)

CONSENT NOTICE

Background

- A. A W and D J Hamilton of Arrow Junction have applied to the Queenstown-Lakes District Council pursuant to the provisions of the Resource Management Act 1991 for its consent to subdivide Part Section 21 and Sections 20, 24, 25, 35, 66, 69, 84 and 88 Block VIII Shotover Survey District, being all of the land in Certificates of title 77/113, 136/19, 18C/218 and part of the land in Certificate of Title 314/124 (All Otago Land Registry).
- B. The subdivision consent has been granted in three decisions:
- RM 990114 was granted on 26 March 1999.
 - RM 000075 was granted on 10 March 2000.
 - RM 000555 was granted on 29 September 2000.

Those subdivision consents were granted subject to conditions which require to be complied with by the subsequent owners of parts of the land and being the conditions noted in the Operative Part hereof.

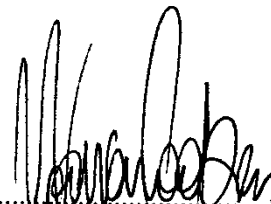
Operative Part

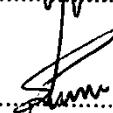
1. This consent notice is to be registered against Certificate of Title 3321 for Lot 9 hereon and Lot 3 DP 26545 for the following ongoing conditions:
 - (a) Any Dwelling erected on Lot 3 DP 26545 shall be located within the building platform annotated and accurately dimensioned on the title plan or any other location otherwise approved by way of a separate land use consent, and

- (b) That any building constructed on Lot 3 DP 26545 shall be restricted to 6 metres in height.
2. This consent notice is to be registered against Certificate of Title 3325 for Lot 11 for the following ongoing conditions:
- (i) That the owner/occupier of Lot 11 shall carry out annual testing of the water supply and submit an annual report containing the following information to the Queenstown-Lakes District Council:
 - (a) Confirmation that water supply was tested within the last twelve months and satisfies or exceeds the requirements of the drinking water standards for New Zealand (1995), and
 - (b) the location or presence of any foul effluent disposal to the ground where that disposal occurs within 100 metres of water supply boar/source.
3. This consent notice is to be registered against Certificate of Title 3325 for Lot 11 for the following condition which is to be complied with by the owner of Lot 11:
- (i) A minimum water storage capacity of not less than 23000 litres is to be supplied on the site and it shall accommodate a minimum static fire fighting reserve of 14000 at any time.

DATED at Queenstown this *9th* day of *March* 2001.

THE COMMON SEAL of the
QUEENSTOWN-LAKES DISTRICT COUNCIL
was hereunto affixed
in he presence of:


.....
MAYOR


.....
CHIEF EXECUTIVE OFFICER

EASEMENT CERTIFICATE

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at OTAGO under No. 300661 on the day of are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way and Right to Convey Water, Electricity and Telecommunications	Lot 6	A	Lots 1 & 2	3322
	Lot 7	B	Lots 1 & 2	3320
	Lot 8	C	Lots 1 & 2	3325
Right to Convey Water	Lot 10 Lot 11 Lot 11 Lot 5	D E E ₁ F	Pt Lot 1 DP 23630	3324
				19A/675

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

1. Rights and powers:

- 1.1 **The rights of way include:** The rights and powers set out in the Ninth Schedule to the Property Law Act 1952 (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952).
- 1.2 **The right to convey water includes:** The rights and powers implied in an easement to convey water pursuant to the Seventh Schedule to the Land Transfer Act 1952.
- 1.3 **The right to convey electricity includes:** The right from time to time and at all times:
 - a. To install, take, convey, and lead under the servient tenement such electric power lines, conduits and cables as shall be necessary for the transmission of electrical energy;
 - b. To transmit electrical energy along the said electric power lines, conduits and cables.
- 1.4 **The right to convey telecommunications includes:** The right from time to time and at all times:
 - a. To install, take, convey, and lead under the servient tenement such telecommunication lines and equipment as shall be necessary for the conveyance, transmission or reception of telecommunications;
 - b. To convey, transmit and receive telecommunications along the said telecommunication lines and equipment.
- 1.5 **Rights and powers applying to the easements generally:** The registered proprietor for the time being of the dominant tenement may, for the purpose of complying with any obligation or exercising any right in relation to any easement hereby created:
 - a. Enter onto the servient tenement with or without agents, employees or contractors with all necessary tools, implements, machinery, vehicles or equipment; and
 - b. Remain on such part or parts of the servient tenement for such time as is reasonable for the purpose of such obligation or right; and
 - c. Open up the soil of the servient tenement to such extent as may be necessary and reasonable for the purpose of such obligation or right, subject to the condition that as little disturbance as possible is caused to the surface of the servient tenement and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

- 2.1 The terms, conditions, covenants and restrictions in this document shall bind the successors in title of the dominant and servient tenements respectively. This clause shall not in any way derogate from the operation of common and statute law to the effect that all of the provisions of this transfer run with and bind the dominant and servient tenements respectively.

Dated this 25 day of June 2001

Signed by the above-named
WILLIAM ALAN HAMILTON
DOROTHY GWENDOLINE HAMILTON

W A Hamilton

in the presence of

Witness

Occupation PHILLIP. GEORGE WILSON.

Address SOLICITOR
QUEENSTOWN

Phillip Wilson

DG Hamilton

Correct for the purposes of the Land Transfer Act 1952

Phillip Wilson
(Solicitor for) the registered proprietor:

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4050

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Compensation Certificate Pursuant to Section 19 Public Works Act 1981.

File Reference: CPC 2004/10151/A

To the Registrar General of Land
for the Land Registration District of Otago

This Compensation Certificate is forwarded to you, pursuant to Section 19 of the Public Works Act 1981. Please deposit it in your Registry and arrange a memorial of it to be registered against the title to all lands affected by it.

(a) Description of the land affected by the Certificate:

26.5069 hectares being Section 23 Block IX Shotover Survey District, contained in Computer Freehold Register OT7D/1456.

(b) Brief particulars of the Agreement:

Date:

270906

1. Agreement provides for a Deed of Lease of 833.25m² (subject to survey) on the above-described land.
2. Annual rental payable of \$7,500.00 Plus GST.
3. The land is required for the New Zealand Police Morven Hills Communications Site Project.

(c) Names and addresses of parties to the Agreement (other than Minister of Land Information)

W A & D G Hamilton
C/- Tiffany Crawford
Anderson Lloyd Caudwell
P O Box 201
QUEENSTOWN

CC 7064137.1 Compensa

Cpy - 01/03, Pgs - 003, 09/10/06, 15:37



DocID: 110814662

(d) (i) Place where Copy of Agreement may be inspected: Land Information NZ, Level 11 Lambton House 160 Lambton Quay, Wellington.

(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.

(iii) References by which Agreement may be identified: CPC 2004/10151/A

Dated at Auckland this 27th day of September 2006

Signed

by:

in the
presence

of:

Signature of Authorised Officer

Signature of Witness

JAMES SUTHERLAND

Name and Designation of Authorised Officer (print)

Name of witness (print)

For and on behalf of Her Majesty the Queen and acting

pursuant to delegated authority from the Chief Executive of
Land Information New Zealand pursuant to Section 41 of the
State Sector Act 1988

Occupation of Witness (print)

Customer Service Rep.

Address of Witness (print)

DARREN CONSTABLE

Compensation Certificate No:

.....
....

.....
....

.....
....

Particulars entered in the Register Book,

Volume OT7D **Folio** 1456

the day of 2006

at o'clock.

District Land Registrar

Registrar-General of Land for the District of:
OTAGO

**Compensation Certificate
Pursuant to Section 19 Public
Works Act 1981.**

Land Information New Zealand
Toitu te whenua 

Correct for the purpose of the Land Transfer Act.

.....
...
Authorised Officer

Landonline User ID: propertygna

LODGING FIRM: The Property Group

Address: DX MP70014

NAPIER (Ph 06 8341 232)

Attn: Gina Pomana

Uplifting Box Number: n/a

ASSOCIATED FIRM:

Client Code / Ref: CPCL/410151

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / S UD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number

Other (state)

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OTT/D/1456	CC	Hamilton to HMO	0.00							
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures? *Rego*

Less Fees paid on Dealing #

~~Cash/Cheque enclosed for~~ **\$0.00**

Subtotal (for this page)
Total for this dealing **\$0.00**

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

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

Grantor

WILLIAM ALAN HAMILTON and DOROTHY GWENDOLINE HAMILTON

Grantee

QUEENSTOWN LAKES DISTRICT COUNCIL

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

The **Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way (Pedestrian and Cycle Way)	"M", "N", DP 454102	Lot 4 DP 300661 CT 3323	In Gross
	"O" DP 454102	Lot 3 DP 300661 CT 3323	

Form B - continued

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

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

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

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

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

~~[the provisions set out in Annexure Schedule 1]~~

Form L**Annexure Schedule**

Page 1 of 7 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1. Definitions**

In this Instrument unless the context otherwise requires:

- 1.1 "Easement Area" means:
 - (a) That part of the Servient Land described in Schedule A of this Instrument and marked "M", "N" and "O" on DP 454102 over which an easement in gross has been granted to the Grantee.
- 1.2 "District Plan" means the Queenstown Lakes District Plan.
- 1.3 "Public Place" means every public thoroughfare, park, reserve, lake, river or place to which the public has access with or without the payment of a fee, and which is under the control of the District Council, or other agencies. Excludes any Trail as defined below.
- 1.4 "Right of Access" means the rights granted by clause 2.1(a).
- 1.5 "Trail" means any public access route (excluding (a) roads and (b) public access easements created by the process of tenure review under the Crown Pastoral Land Act) legally created by way of a grant of easement registered after 11 December 2007 for the purpose of providing public access in favour of the Queenstown Lakes District Council, the Crown or any of its entities.
- 1.6 "Servient Land" means the land owned by the Grantor and described in Schedule A of this Instrument.
- 1.7 "Grantee" means the Queenstown Lakes District Council and includes tenants, agents, contractors and invitees and any employee or contractor of the Queenstown Lakes District Council and for the purposes of clause 2.1 includes any member of the public.
- 1.8 "Grantor" means the owner, its successors and assigns of the Servient Land described in Schedule A of this Instrument and includes the Grantors tenants and invitees.

2. Right of Access

- (a) The Grantor and the Grantee and its invitees, contractors, employees and anyone else (including the public generally) authorised by the Grantee will have the full, free and unrestricted right, liberty and privilege to go, pass and to re-pass over and along the Easement Area at any time, by bicycle, on foot or any other form of human powered transportation. The rights created by this instrument will continue in perpetuity unless surrendered by the Grantee.

Form L

Annexure Schedule

Page 2 of 7 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (b) Such Right of Access shall entitle the Grantee to make the Easement Area available to such organisations, groups or professional bodies as the Grantee deems appropriate for competitive, charitable, professional or fund raising events, occasions or concessions subject to the terms of this instrument.

2.2 The Grantee and its invitees, contractors and employees will have the full, free, and unrestricted right, liberty and privilege at any time to:

- (a) establish, form, construct, repair, inspect, maintain, replace, upgrade and operate a pedestrian footpath and a cycleway (and any associated equipment, structure and fixtures) on the Easement Area; and
- (b) enter onto the Easement Area and the adjoining land of the Grantor with or without vehicles, plant, equipment and implements for the purposes of:
- (i) undertaking the matters set out in clause 2.2(a); or
 - (ii) providing medical or other assistance to any person using the Easement Area.

2.3 The Grantee will maintain the Easement Area and will ensure that all reasonable care is taken to avoid damage to the Easement Area.

3. Grantees Rights

3.1 The Grantee may dig up the Easement Area for all or any of the purposes referred to above and if necessary may deposit soil, aggregate, and/or any other material upon the Grantor's land adjoining the Easement Area provided that all work will be carried out expeditiously and on completion the surface of any land adjacent to the Easement Area that is affected will immediately be restored as nearly as possible to its former state and condition at the Grantee's sole cost.

3.2 In exercising any rights under this instrument, the Grantee will not unduly interfere with any other lawful use of the Grantor's land and will, except in case of emergency, give reasonable notice to the Grantor of the Grantee's intention to carry out any works.

4. Assignment

4.1 The Grantee shall not transfer or assign its interest under this Instrument to any other entity without the prior written approval of the Grantor. The Grantee shall only be entitled to transfer or assign its interest under this Instrument where such transfer or assignment is for the better management of or the provision of funding relating to the use of the Easement Area and provided such transferee or assignee maintains the Easement Area for public use;

Form L

Annexure Schedule

Page 3 of 7 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- 4.2 The Grantee may engage a third party to manage the use of the Easement Area provided such third party maintains the Easement Area for public use. For the avoidance of doubt any transfer or assignment agreed to by the Grantor shall be on the basis that any transferee or assignee accepts that the Easement Area is a Trail and is excluded from the definition of Public Place and from Public Place assessment criteria under the District Plan.
- 5. Grantors Covenants**
- 5.1 The Grantor will not do nor suffer nor permit to be done any act, matter, or thing whereby the Grantee's rights hereunder may be interfered with or affected and in particular (but not to restrict the generality of this clause) the Grantor will not construct, erect or place (or suffer or permit the same) on the Easement Area any building or structure, or do anything else which may reduce the soil and general stability of the Easement Area.
- 5.2 The Grantor will not grant any rights or interest in the Easement Area to any other person which conflict with the rights granted by this instrument.
- 5.3 The Grantor will take reasonable steps to ensure that the Easement Area is free from hazards arising from the Servient Land (excluding the Easement Area) which may pose a risk to users of the Easement Area or the Easement Area itself including taking reasonable steps to prevent spray drift, tree felling, dangerous animals, motor bikes or other vehicles, firearms or other equipment or hazards which may pose such a risk on or near the Easement Area.
- 6. Grantees Covenants**
- 6.1 The Grantee will use reasonable efforts to keep the Easement Area free of litter and obstructions.
- 6.2 The Grantee will establish, and use reasonable endeavours to ensure compliance with, rules relating to the use of the Easement Area. The rules will prohibit deviating from the Easement Area, littering, animals (excluding domestic animals), camping, the use of motor vehicles, carrying dangerous goods or firearms and lighting fires.
- 7. Reconstruction**
- 7.1 If the Easement Area or any part of it is destroyed or damaged by land slip, erosion or natural disaster, the Grantor and the Grantee will consider whether it is reasonable to reconstruct and

Form L

Annexure Schedule

Page 4 of 7 Pages

*Insert instrument type***Easement***Continue in additional Annexure Schedule, if required*

reposition the Easement Area, or that part of it which is destroyed or damaged, along the closest reasonably practicable route. If the parties agree then the Grantor will do all things necessary and the Grantee will provide such assistance as is necessary to register a surrender and replacement easement instrument against the title(s) to the Land to record the repositioned Easement Area. The Grantee will pay the reasonable cost of reconstructing the Easement Area and registering the necessary instruments.

8. Term

- 8.1 The Easement created by this Instrument is to be in perpetuity.

9. Temporary Suspension

- 9.1 The Grantee (not being a member of the public) may, at any time in exercise of its powers, temporarily close all or part of the Easement Area for such period as it considers necessary.

10. Dispute Resolution

- 10.1 If a dispute arises between the Grantor and Grantee (not being a member of the public) concerning the rights, management and operation created by this Instrument the parties are to enter into negotiations in good faith to resolve it.
- 10.2 If the dispute is not resolved within fourteen (14) days of written notice by one party to the other it is to be referred to mediation.
- 10.3 If the dispute is not resolved within twenty one (21) days or such other period as agreed in writing between the parties after the appointment of a mediator, the parties must submit the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within fourteen (14) days, to an independent arbitrator appointed by the President for the time being of the local branch of the New Zealand Law Society in which the Servient Land is situated.
- 10.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

11. Notice

- 11.1 A notice to be given under this Instrument by one party to the other is to be in writing and must:
- (a) Be hand delivered to the receiving party; or

Form L

Annexure Schedule

Page 5 of 7 Pages

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (b) Be sent by ordinary post to the receiving party; or
- (c) Be sent by facsimile to the receiving party.

11.2 If clause 11.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

11.3 If clause 11.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12. Special Easement Terms

12.1 The standard easement terms contained above must be read subject to any special easement terms set out below.

12.2 The Grantee (not being a member of the public) has the right:

- (a) To mark the Easement Area as appropriate
- (b) To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
- (c) To erect, construct and maintain fences, cattle stops, gates, stiles, stairs and walkways and any other means of access to and over the Easement Area as deemed appropriate in the sole discretion of the Grantee to facilitate the terms of this Instrument or to protect the Servient Land.
- (d) For the purposes of undertaking the matters set out in clauses 12.2(a), (b) and (c), the Grantee may access the Easement Area over such tracks, roads, accessways or other routes over the Grantor's land as may be reasonable in the circumstances provided that the Grantor may impose reasonable conditions on such access (except in emergency) but may not unreasonably restrict access to the Easement Area.

12.3 The Grantee acknowledges and agrees that:

- (a) subject to clause 12.2(c), the Grantee will only establish, form and construct equipment, structures and fixtures on the Easement Area that are essential to the construction of a pedestrian footpath and a cycleway. For the avoidance of doubt the Grantee will not establish, form or construct any seating, shelter or similar structure on the Easement Area.

Form L

Annexure Schedule

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Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (b) the Easement Area is located in an area that may be susceptible to natural erosion and the Grantor is not responsible and is not required to take any action in respect of such erosion to the Easement Area.
- (c) for the purposes of undertaking the matters set out in clause 2.2(b), 3, 12.2(a), (b) and (c), the Grantee must (except in an emergency) give the Grantor reasonable notice and the Grantee must comply with the Grantor's reasonable conditions regarding such access (including the access times and routes over the Servient Land to access the Easement Area).
- (d) it will immediately make good and repair (at its cost) any damage caused to the Grantor's Land from the Grantee exercising its rights under this instrument.
- (e) that the Easement Area is a Trail and is excluded from the definition of Public Place and from the Public Place assessment criteria under the District Plan. For the avoidance of doubt, Queenstown Lakes District Council as the original grantee specifically acknowledges this clause notwithstanding any assignment under clause 4 above.
- (f) that the Grantor has no liability to contribute to construction or maintenance of the Easement Area.
- (g) that the Grantor has no liability resulting from the use of the Easement Area by the general public.

13. Conflict

- 13.1 Where there is a conflict between the provisions of this instrument, the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, any modifications in this instrument will prevail.

14. Local Government Act

- 14.1 The parties agree that the Grantee will "control" the Easement Area for the purposes of the Local Government Act 1974.

15. Public Liability

- 15.1 The Grantee will obtain and maintain such public legal liability insurance for no less than \$1,000,000, for any one accident whereby the Grantor shall be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensation sums of

Form L

Annexure Schedule

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Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

money, costs, charges and expenses to which the Grantor shall or may be liable as a result of the Grantor entering into this Instrument.

A copy of such insurance cover shall be delivered to the Grantor if so requested by the Grantor.

- 15.2 Subject to the Grantor complying with clause 5 thereof the Grantee shall indemnify the Grantor in respect of any claim loss or liability in respect of the use of the Easement Area or as a result of the Grantor entering into this Instrument.

View Instrument Details



Instrument No 11334462.3
Status Registered
Date & Time Lodged 19 March 2019 16:36
Lodged By Arnott, Leilani Floris
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
857178	Otago
857179	Otago
857180	Otago
857181	Otago

Annexure Schedule: Contains 6 Pages.

Signature

Signed by Leilani Floris Arnott as Territorial Authority Representative on 19/03/2019 11:50 AM

*** End of Report ***

IN THE MATTER of Lots 1-4 being a
Subdivision of Lot *Section 17 & Part
Section 18-19 Block VIII Shotover Survey
District & Lot 10-11 DP 300661*

AND

IN THE MATTER of Resource Consent
RM160102 as varied by RM170861
Queenstown Lakes District Council

**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

BACKGROUND

- A. L Hamilton and J Berriman have applied to the Queenstown Lakes District Council (*Council*) pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Record of Title OT6B/712, 3325 & 441855 (Otago Registry).
- B. Council has granted subdivision consent (RM160102 as varied by RM170861) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

OPERATIVE PART A

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 529201 comprised in record of title 857178

Lot 2 DP 529201 comprised in record of title 857179

Lot 3 DP 529201 comprised in record of title 857180

Lot 4 DP 529201 comprised in record of title 857181

Conditions

- a) External lighting shall be located within the curtilage area, and be down lighting only and shall be located as not to create light spill beyond the boundaries of the property. Lighting attached to buildings shall not exceed 3m in height above adjacent ground, and all other lighting not attached to a building shall be no higher than 1m above surrounding ground.
- b) Access drives shall be gravel of a local Wakatipu stone and exclude concrete kerb and channels to maintain the rural character.
- c) Entrance gateways off Morven Ferry Road shall be of standard farm gates of timber or steel and no higher than 1.5m.
- d) Fencing, including fencing around curtilage areas, shall be standard post and wire (including rabbit proof fencing), deer fencing or timber post and rail consistent with tradition farm fencing.

OPERATIVE PART B

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 529201 comprised in record of title 857178

Lot 2 DP 529201 comprised in record of title 857179

Conditions

- e) All future buildings on Lots 1 or 2 shall be contained within the Building Platform as shown on the plans approved as part of Condition 1 of RM160102 (as varied by RM170861).
- f) All existing planting identified on Lot 1 and Lot 2 as for protection on the Read Landscapes plan dated 16 May 2016 shall be maintained in perpetuity. Should any tree die or become diseased it shall be replaced with one of a similar species within the next available planting season. All replacement trees to be planted at a grade of no less than 1.5m in height. Replacement trees shall be of a non-wildling species (wildling species are *Pinus contorta*, *P.nigra*, *P.sylvestris*, *P. pinaster*, *P. radiata*, *Larix decidua*, *Psuedotsuga menziesii*, *Acer psudoplatanus*, *Crataegus monogyna*) or problematic species such as birch, or highly ornamental, variegated or brightly coloured tree species, cultivars or varieties such as golden elm. Wildling species or problem species such as birch may be removed and replaced at any time.
- g) The following design controls shall apply to any buildings constructed on the building platforms of Lot 1 and 2:
 - i. Maximum height above ground level of 6.5m;
 - ii. Roofs to be coloured in the range of natural browns, greens or greys with a light reflectivity value (LRV) of less than 20%;
 - iii. Building exteriors to be coloured in the range of natural browns, greens or greys with a LRV of less than 36% (this does not apply to soffits);
 - iv. Black colouring (LRV less than 6%) are not to be used on extensive areas of the roof or walls to avoid prominence of built form; and
 - v. On proposed Lot 1, the maximum building footprint shall be 600m².

OPERATIVE PART C

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 529201 comprised in record of title 857178

Lot 2 DP 529201 comprised in record of title 857179

Lot 3 DP 529201 comprised in record of title 857180

Conditions

- h) At such a time that Council's wastewater reticulation is available to service Lots 1-3 in accordance with the Local Government Act Section 459(7)(a)(b), the owner for the

time being shall cease the use of the alternative disposal system, decommission it appropriately and connect to the Council system. The cost of making this connection shall be borne by the owner of the lot. At this time the owner for the time being shall pay to the Queenstown Lakes District Council the applicable development contribution.

OPERATIVE PART D

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 529201 comprised in record of title 857178

Lot 3 DP 529201 comprised in record of title 857180

- i) At the time that a dwelling is erected on Lots 1 and 3, the owner for the time being is to treat the domestic water supply by filtration and disinfection so that it complies with the Drinking Water Standards for New Zealand 2005 (revised 2008). If required.
- j) At the time a building is erected on Lots 1 and 3, domestic water and fire fighting storage is to be provided. A minimum of 20,000 litres shall be maintained at all times as a static fire fighting reserve within a 30,000 litre tank. Alternatively, a 7,000 litre fire fighting reserve is to be provided for each dwelling in association with a domestic sprinkler system installed to an approved standard. A fire fighting connection in accordance with Appendix B - SNZ PAS 4509:2008 (or superseding standard) is to be located no further than 90 metres, but no closer than 6 metres, from any proposed building on the site. Where pressure at the connection point/coupling is less than 100kPa (a suction source - see Appendix B, SNZ PAS 4509:2008 section B2), a 100mm Suction Coupling (Female) complying with NZS 4505, is to be provided. Where pressure at the connection point/coupling is greater than 100kPa (a flooded source - see Appendix B, SNZ PAS 4509:2008 section B3), a 70mm Instantaneous Coupling (Female) complying with NZS 4505, is to be provided. Flooded and suction sources must be capable of providing a flow rate of 25 litres/sec at the connection point/coupling. The reserve capacities and flow rates stipulated above are relevant only for single family dwellings. In the event that the proposed dwellings provide for more than single family occupation then the consent holder should consult with the NZFS as larger capacities and flow rates may be required.

The Fire Service connection point/coupling must be located so that it is not compromised in the event of a fire.

The connection point/coupling shall have a hardstand area adjacent to it (within 5m) that is suitable for parking a fire service appliance. The hardstand area shall be located in the centre of a clear working space with a minimum width of 4.5 metres. Pavements or roadways providing access to the hardstand area must have a minimum formed width as required by QLDC's standards for rural roads (as per QLDC's Land Development and Subdivision Code of Practice). The roadway shall be

trafficable in all weathers and be capable of withstanding an axle load of 8.2 tonnes or have a load bearing capacity of no less than the public roadway serving the property, whichever is the lower. Access shall be maintained at all times to the hardstand area.

Underground tanks or tanks that are partially buried (provided the top of the tank is no more than 1 metre above ground) may be accessed by an opening in the top of the tank whereby couplings are not required. A hardstand area adjacent to the tank is required in order to allow a fire service appliance to park on it and access to the hardstand area must be provided as above.

The Fire Service connection point/coupling/fire hydrant/tank must be located so that it is clearly visible and/or provided with appropriate signage to enable connection of a fire appliance.

Fire fighting water supply may be provided by means other than the above if the written approval of the New Zealand Fire Service Central North Otago Area Manager is obtained for the proposed method.

The fire fighting water supply tank and/or the sprinkler system shall be installed prior to the occupation of the building.

Advice Note:

The New Zealand Fire Service considers that often the best method to achieve compliance with SNZ PAS 4509:2008 is through the installation of a home sprinkler system in accordance with Fire Systems for Houses SNZ 4517:2010, in each new dwelling. Given that the proposed dwelling is approximately 9km from the nearest New Zealand Fire Service Fire Station the response times of the New Zealand Volunteer Fire Service in an emergency situation may be constrained. It is strongly encouraged that a home sprinkler system be installed in each new dwelling.

OPERATIVE PART E

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

Lot 1 DP 529201 comprised in record of title 857178

- k) At the time a dwelling is erected on Lot 1, the owner for the time being shall engage a suitably experienced person as defined in sections 3.3 & 3.4 of AS/NZS 1547:2012 to design an onsite effluent disposal system in compliance with AS/NZS 1547:2012. The design shall take into account the site and soils investigation report and recommendations by Geosolve Ltd Ref 150611 dated 28/10/2015. The proposed wastewater system shall be subject to review by Council prior to implementation and shall be installed prior to occupation of the dwelling.

- l) All domesticating elements including, but not limited to, gardens; amenity planting; vehicle parking and turning areas; large play equipment (trampolines for example); boats, trailers, caravans; tennis courts, swimming pools, external lighting shall be restricted to the curtilage area on Lot 1.

OPERATIVE PART F

The following conditions pertaining to this Consent Notice are to be registered against the titles of the following allotments:

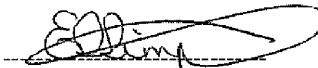
Lot 2 DP 529201 comprised in record of title 857179

Conditions

- m) On Lot 2, the land to the north of the driveway (as identified on the Read Landscapes Mitigation Plan Ref 15019/2 dated 19 may 2016) shall be maintained as open pasture. Management shall be by grazing or mowing (for hay or baleage) only. No trees shall be planted within this area, nor any buildings not present within the area at the date of commencement of this consent constructed. This shall not preclude the construction of post and wire or post and netting fences for the management of stock.

DATED this 14th day of December 2018

SIGNED for and on behalf of
QUEENSTOWN LAKES DISTRICT
COUNCIL under delegated authority
by its Team Leader, Subdivision &
Property


Elizabeth Jane Simpson

View Instrument Details



Instrument No 11334462.5
Status Registered
Date & Time Lodged 19 March 2019 16:36
Lodged By Arnott, Leilani Floris
Instrument Type Easement Instrument



Affected Records of Title	Land District
857178	Otago
857179	Otago
857180	Otago
857181	Otago

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 860755.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Leilani Floris Arnott as Grantor Representative on 19/03/2019 11:53 AM

Grantee Certifications

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

Signature

Signed by Leilani Floris Arnott as Grantee Representative on 19/03/2019 11:53 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

William Alan Hamilton as to a ½ share

William Alan Hamilton as to a ½ share as Executor

Grantee

William Alan Hamilton as to a ½ share

William Alan Hamilton as to a ½ share as Executor

Grant of Easement or *Profit à prendre*

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity and telecommunications	Q on DP 529201	Lot 1 DP 529201 RT 857178	Lot 3 DP 529201 RT 857180
Right to take and convey water	K, L and I on DP 529201	Lot 3 DP 529201 RT 857180	Lot 1 DP 529201 RT 857178 Lot 2 DP 529201 RT 857179
Right to convey water	J and H on DP 529201	Lot 4 DP 529201 RT 857181	Lot 1 DP 529201 RT 857178 Lot 2 DP 529201 RT 857179
	G on DP 529201	Lot 3 DP 529201 RT 857180	Lot 1 DP 529201 RT 857178 Lot 2 DP 529201 RT 857179
	F and E on DP 529201	Lot 1 DP 529201 RT 857178	Lot 2 DP 529201 RT 857179
Right of Way	P and Q on DP 529201	Lot 1 DP 529201 RT 857178	Lot 3 DP 529201 RT 857180 Lot 4 DP 529201 RT 857181

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Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey electricity	D on DP 529201	Lot 2 DP 529201 RT 857179	Lot 3 DP 529201 RT 857180
	E and F on DP 529201	Lot 1 DP 529201 RT 857178	Lot 3 DP 529201 RT 857180
	H and J on DP 529201	Lot 4 DP 529201 RT 857181	Lot 3 DP 529201 RT 857180

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

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

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

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

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

[the provisions set out in Annexure Schedule _____]

Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent*Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.***BANK OF NEW ZEALAND****Mortgagee under Mortgage No. 860755.2****Consent***Delete words in [] if inconsistent with the consent**State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

Registration of the following instruments:

- Easement Instrument creating a right to convey electricity and telecommunications, right to take and convey water, right to convey water, right of way and right to convey electricity in favour of William Alan Hamilton as to a ½ share and William Alan Hamilton as to a ½ share as Executor as Grantee.

Dated this 18th day of MARCH 2019**Attestation**

Signed in my presence by the Person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name

KIM STOCKMAN

Occupation

Address

**BANK OFFICER
AUCKLAND**SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney Auckland

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **Makerita Wright**, **Quality Support Lending Fulfilment Officer of**
Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 18 March 2019



Makerita Wright

View Instrument Details



Instrument No 11729904.5
Status Registered
Date & Time Lodged 03 June 2020 16:16
Lodged By Arnott, Leilani Floris
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
---------------------------	---------------

946040	Otago
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Annexure Schedule Contains 4 Pages.

Covenantor Certifications

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

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

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

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

Signature

Signed by Leilani Floris Arnott as Covenantor Representative on 03/06/2020 10:20 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Covenantee Representative on 03/06/2020 09:33 AM

*** End of Report ***

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

William Alan Hamilton

Covenantee

Queenstown Lakes District Council

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant as set out in Annexure Schedule 1	All of the Burdened Land	Section 1 SO Plan 478164 (946040) Section 2 SO Plan 478164 (946040)	In gross

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

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

Annexure Schedule 1

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1

Background

1. The Covenantor and Covenantee are parties to an Agreement for Sale and Purchase of Land dated 1 May 2019 (**Agreement**). Clause 24.5 of the Agreement requires the Covenantor to enter into this Covenant Instrument to protect any undiscovered services or utilities existing on the Burdened Land.

Covenants

2. The Covenantor covenants and agrees with the Covenantee that for so long as it is an owner of the record(s) of title comprising the Burdened Land, it shall:
 - 2.1. Grant to the Covenantee any easements necessary to protect any services or utilities which exist on or within the Burdened Land as at the date of this Covenant Instrument but for which no easement has been registered on the record of title for the Burdened Land (**Discovered Easements**).
 - 2.2. Within 30 days of receiving a request from the Covenantee to register a Discovered Easement, the Covenantor shall, at the Covenantor's cost, sign all documents, and obtain all consents necessary, to enable registration of the Discovered Easements on the Burdened Land.
3. The Covenantee shall pay all survey fees in respect of the Discovered Easements and the registration charges of Land Information New Zealand in relation to registration of the Discovered Easements on the Burdened Land.

General

4. This instrument will be binding on all transferees, lessees, mortgagees, chargeholders, and their respective successors in title and assigns of any estate or interest in the Covenantor's Land. Where this Covenant Instrument binds or benefits more than one party, it shall bind or benefit each party jointly and severally.
5. Where the Covenantor is a company this Covenant Instrument shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Covenantor is a natural person this Covenant Instrument shall bind the Official Assignee acting in the bankruptcy of the Covenantor. In either case this Covenant Instrument binds a mortgagee in possession.
6. If at any time any part or provision of this Covenant Instrument is or becomes invalid, void, illegal or unenforceable in any respect whatsoever, then:
 - 6.1. that part or provision shall be severed from this Covenant Instrument;
 - 6.2. such invalidity or severing shall not in any way affect or impair the validity, legality and enforceability of any other part or provision of this Covenant Instrument; and
 - 6.3. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument,
7. The Covenantor covenants with the Covenantee:
 - 7.1. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument; and
 - 7.2. always to act in good faith and do all acts and things and enter into and execute any replacement instrument whenever reasonably required by the Covenantee and otherwise obtain any necessary consents all of which may be reasonably necessary and appropriate to give effect to the express provisions of this Covenant Instrument as set out in the words of this Covenant Instrument.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

8. Any dispute which arises between the Covenantor and Covenantee in any way relating to this Covenant Instrument may be resolved by referring the dispute to an agreed third party for decision or by arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Nothing limits or excludes the Covenantee applying to the Court for interlocutory and/or injunctive relief or a declaration.
9. The Covenantor shall only be entitled to a discharge of this Covenant Instrument upon written confirmation from the Covenantee that the covenants contained in clause 2 are no longer required. Upon receipt of such written confirmation the parties shall take all actions required to complete registration of the discharge of the Covenant Instrument. Each party will pay their own legal costs and disbursements incurred under this clause.

View Instrument Details



Instrument No 11729995.3
Status Registered
Date & Time Lodged 29 April 2020 15:04
Lodged By Needham, Michelle Rose
Instrument Type Easement Instrument



Affected Records of Title	Land District
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694044	Otago
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Annexure Schedule Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantor Representative on 29/04/2020 02:58 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Victor Ross Alexander Bedford as Grantee Representative on 23/04/2020 02:04 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Queenstown Lakes District Council

Grantee

Vodafone New Zealand Limited

Grant of Easement or *Profit à prendre*

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

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

Purpose (Nature and extent) of Easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	A on SO Plan 478164	Section 1 SO Plan 478164 (RT 694044)	In gross

Form B - continued

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

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

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

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

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

1. The provisions set out in Annexure Schedule 1

Annexure Schedule 1 – Further Terms

- (a) The Grantor and Grantee acknowledge and agree that this easement instrument may not be surrendered or varied without consent from Queenstown Lakes District Council (or any replacement local authority). The Grantor and Grantee must obtain written consent from Queenstown Lakes District Council (or any replacement local authority) before surrendering or varying this easement instrument. This clause is for the benefit of, and is enforceable by, Queenstown Lakes District Council (or any replacement local authority) pursuant to section 12 of the Contract and Commercial Law Act 2017.

View Instrument Details



Instrument No 11729995.4
Status Registered
Date & Time Lodged 29 April 2020 15:04
Lodged By Needham, Michelle Rose
Instrument Type Easement Instrument



Affected Records of Title	Land District
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694045	Otago
694047	Otago
694048	Otago

Annexure Schedule Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantor Representative on 29/04/2020 02:58 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantee Representative on 29/04/2020 02:58 PM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Queenstown Lakes District Council

Grantee

Queenstown Lakes District Council

Grant of Easement or *Profit à prendre*

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

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

Purpose (Nature and extent) of Easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way (pedestrian and cycle way)	E on SO Plan 478164	Section 2 SO Plan 478164 (RT 694045)	In gross
	C on SO Plan 473273	Section 2 SO Plan 473273 (RT 694047)	
	B on SO Plan 473273	Section 3 SO Plan 473273 (RT 694048)	

Form B - continued

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

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

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

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

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

1. The provisions set out in Annexure Schedule 1 in relation to the right of way (pedestrian and cycle way).

Annexure Schedule 1 – Further Terms

Right of way (pedestrian and cycle way)

1. Definitions

In this Instrument unless the context otherwise requires:

- 1.1 "Easement Area" means:
 - (a) That part of the Burdened Land described in Schedule A of this instrument and marked "B" and "C" on SO 473273 and "E" on SO 478164 over which an easement in gross has been granted to the Grantee.
- 1.2 "District Plan" means the Queenstown Lakes District Plan.
- 1.3 "Public Place" means every public thoroughfare, park, reserve, lake, river or place to which the public has access with or without the payment of a fee, and which is under the control of the District Council, or other agencies. Excludes any Trail as defined below.
- 1.4 "Right of Access" means the rights granted by clause 2.1(a).
- 1.5 "Trail" means any public access route (excluding (a) roads and (b) public access easements created by the process of tenure review under the Crown Pastoral Land Act) legally created by way of a grant of easement registered after 11 December 2007 for the purpose of providing public access in favour of the Queenstown Lakes District Council, the Crown or any of its entities.
- 1.6 "Burdened Land" means the land owned by the Grantor and described in Schedule A of this Instrument.
- 1.7 "Grantee" means the Queenstown Lakes District Council and includes tenants, agents, contractors and invitees and any employee or contractor of the Queenstown Lakes District Council and for the purposes of clause 2.1 includes any member of the public.
- 1.8 "Grantor" means the registered owner, its successors and assigns of the Burdened Land described in Schedule A of this instrument and includes the Grantor's tenants and invitees.

2. Right of Access

- (a) The Grantor and the Grantee and its invitees, contractors, employees and anyone else (including the public generally) authorised by the Grantee will have the full, free and unrestricted right, liberty and privilege to go, pass and to re-pass over and along the Easement Area at any time on foot, with domestic animals and non-motorised cycles

(including e-bikes), pushchairs, wheelchairs or any other non motorised forms of personal conveyance. The rights created by this instrument will continue in perpetuity unless surrendered by the Grantee.

- (b) Such Right of Access shall entitle the Grantee to make the Easement Area available to such organisations, groups or professional bodies as the Grantee deems appropriate for competitive, charitable, professional or fund raising events, occasions or concessions subject to the terms of this instrument.

2.2 The Grantee and its invitees, contractors and employees will have the full, free, and unrestricted right, liberty and privilege at any time to:

- (a) establish, form, construct, repair, inspect, maintain, replace, upgrade and operate a pedestrian footpath and a cycleway (and any associated equipment, structure and fixtures) on the Easement Area; and
- (b) enter onto the Easement Area and the adjoining land of the Grantor with or without vehicles, plant, equipment and implements for the purposes of:
 - i) undertaking the matters set out in clause 2.2(a); or
 - ii) providing medical or other assistance to any person using the Easement Area.

2.3 The Grantee will maintain the Easement Area and will ensure that all reasonable care is taken to avoid damage to the Easement Area.

3. Grantees Rights

3.1 The Grantee may dig up the Easement Area for all or any of the purposes referred to above and if necessary may deposit soil, aggregate, and/or any other material upon the Grantor's land adjoining the Easement Area provided that all work will be carried out expeditiously and on completion the surface of any land adjacent to the Easement Area that is affected will immediately be restored as nearly as possible to its former state and condition at the Grantee's sole cost.

3.2 In exercising any rights under this instrument, the Grantee will not unduly interfere with any other lawful use of the Grantor's land and will, except in case of emergency, give reasonable notice to the Grantor of the Grantee's intention to carry out any works.

4. Assignment

4.1 The Grantee shall not transfer or assign its interest under this Instrument to any other entity without the prior written approval of the Grantor. The Grantee shall only be entitled to transfer or assign its interest under this

Instrument where such transfer or assignment is for the better management of or the provision of funding relating to the use of the Easement Area and provided such transferee or assignee maintains the Easement Area for public use.

- 4.2 The Grantee may engage a third party to manage the use of the Easement Area provided such third party maintains the Easement Area for public use. For the avoidance of doubt any transfer or assignment agreed to by the Grantor shall be on the basis that any transferee or assignee accepts that the Easement Area is a Trail and is excluded from the definition of Public Place and from Public Place assessment criteria under the District Plan.

5. Grantors Covenants

- 5.1 The Grantor will not do nor suffer nor permit to be done any act, matter, or thing whereby the Grantee's rights hereunder may be interfered with or affected and in particular (but not to restrict the generality of this clause) the Grantor will not construct, erect or place (or suffer or permit the same) on the Easement Area any building or structure, or do anything else which may reduce the soil and general stability of the Easement Area.
- 5.2 The Grantor will not grant any rights or interest in the Easement Area to any other person which conflict with the rights granted by this instrument.
- 5.3 The Grantor will take reasonable steps to ensure that the Easement Area is free from hazards arising from the Burdened Land (excluding the Easement Area) which may pose a risk to users of the Easement Area or the Easement Area itself including taking reasonable steps to prevent spray drift, tree felling, dangerous animals, motor bikes or other vehicles, firearms or other equipment or hazards which may pose such a risk on or near the Easement Area.

6. Grantees Covenants

- 6.1. The Grantee will use reasonable efforts to keep the Easement Area free of litter and obstructions.
- 6.2 The Grantee will establish, and use reasonable endeavours to ensure compliance with, rules relating to the use of the Easement Area. The rules will prohibit deviating from the Easement Area, littering, animals (excluding domestic animals), camping, the use of motor vehicles, carrying dangerous goods or firearms and lighting fires.

7. Reconstruction

- 7.1 If the Easement Area or any part of it is destroyed or damaged by land slip, erosion or natural disaster, the Grantor and the Grantee will consider whether it is reasonable to reconstruct and reposition the Easement Area, or that part of it which is destroyed or damaged, along the closest reasonably practicable route. If the parties agree then the Grantor will do all things necessary and the Grantee will provide such assistance as is necessary to register a surrender and replacement easement instrument against the title(s) to the Land to record the repositioned Easement Area. The Grantee will pay the reasonable cost of reconstructing the Easement Area and registering the necessary instruments.

8 Term

- 8.1 The Easement created by this Instrument is to be in perpetuity.

9. Temporary Suspension

The Grantee (not being a member of the public) may, at any time in exercise of its powers, temporarily close all or part of the Easement Area for such period as it considers necessary.

10 Dispute Resolution

- 10.1 If a dispute arises between the Grantor and Grantee (not being a member of the public) concerning the rights, management and operation created by this Instrument the parties are to enter into negotiations in good faith to resolve it.
- 10.2 If the dispute is not resolved within fourteen (14) days of written notice by one party to the other it is to be referred to mediation.
- 10.3 If the dispute is not resolved within twenty one (21) days or such other period as agreed in writing between the parties after the appointment of a mediator, the parties must submit the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within fourteen (14) days, to an independent arbitrator appointed by the President for the time being of the local branch of the New Zealand Law Society in which the Burdened Land is situated.
- 10.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

11. Notice

- 11.1 A notice to be given under this Instrument by one party to the other is to be in writing and must:
- (a) Be hand delivered to the receiving party; or
 - (b) Be sent by ordinary post to the receiving party; or
 - (c) Be sent by facsimile to the receiving party.

- 11.2 If clause 11.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 11.3 If clause 11.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12 Special Easement Terms

- 12.1 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 12.2 The Grantee (not being a member of the public) has the right:
 - (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain signs informing the public of their rights and responsibilities in relation to the Easement Area.
 - (c) To erect, construct and maintain fences, cattle stops, gates, stiles, stairs and walkways and any other means of access to and over the Easement Area as deemed appropriate in the sole discretion of the Grantee to facilitate the terms of this Instrument or to protect the Burdened Land.
 - (d) For the purposes of undertaking the matters set out in clauses 12.2(a), (b) and (c), the Grantee may access the Easement Area over such tracks, roads, access-ways or other routes over the Grantor's land as may be reasonable in the circumstances provided that the Grantor may impose reasonable conditions on such access (except in emergency) but may not unreasonably restrict access to the Easement Area.
- 12.3 The Grantee acknowledges and agrees that:
 - (a) subject to clause 12.2(c), the Grantee will only establish, form and construct equipment, structures and fixtures on the Easement Area that are essential to the construction of a pedestrian footpath and a cycleway. For the avoidance of doubt the Grantee will not establish, form or construct any seating, shelter or similar structure on the Easement Area.
 - (b) the Easement Area is located in an area that may be susceptible to natural erosion and the Grantor is not responsible and is not required to take any action in respect of such erosion to the Easement Area.
 - (c) for the purposes of undertaking the matters set out in clause 2.2(b), 3, 12.2(a), (b) and (c), the Grantee must (except in an emergency) give the Grantor reasonable notice and the Grantee must comply with the Grantor's reasonable conditions regarding such access (including the

access times and routes over the Burdened Land to access the Easement Area).

- (d) it will immediately make good and repair (at its cost) any damage caused to the Grantor's Land from the Grantee exercising its rights under this instrument.
- (e) that the Easement Area is a Trail and is excluded from the definition of Public Place and from the Public Place assessment criteria under the District Plan. For the avoidance of doubt, Queenstown Lakes District Council as the original grantee specifically acknowledges this clause notwithstanding any assignment under clause 4 above.
- (f) that the Grantor has no liability to contribute to construction or maintenance of the Easement Area.
- (g) that the Grantor has no liability resulting from the use of the Easement Area by the general public.

13. Conflict

- 13.1 Where there is a conflict between the provisions of this instrument, the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, any modifications in this instrument will prevail,

14. Local Government Act

- 14.1 The parties agree that the Grantee will "control" the Easement Area for the purposes of the Local Government Act 1974.

15. Public Liability

- 15.1 The Grantee will obtain and maintain such public legal liability insurance for no less than \$1,000,000.00 for any one accident whereby the Grantor shall be indemnified against all actions, suits, claims, Demands, proceedings, losses, damages, compensation sums of money, costs, charges and expenses to which the Grantor shall or may be liable as a result of the Grantor entering into this Instrument.

A copy of such insurance cover shall be delivered to the Grantor if so requested by the Grantor.

- 15.2 Subject to the Grantor complying with clause 5 thereof the Grantee shall indemnify the Grantor in respect of any claim loss or liability in respect of the Grantee's use of the Easement Area or as a result of the Grantor entering into this instrument.

View Instrument Details



Instrument No 11729995.6
Status Registered
Date & Time Lodged 29 April 2020 15:04
Lodged By Needham, Michelle Rose
Instrument Type Easement Instrument



Affected Records of Title	Land District
694044	Otago

Annexure Schedule Contains 3 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantor Representative on 29/04/2020 02:58 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantee Representative on 29/04/2020 02:58 PM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor**QUEENSTOWN LAKES DISTRICT COUNCIL****Grantee****ARROW IRRIGATION COMPANY LIMITED**, a duly incorporated company registered under company number 437465 and having its registered office at Queenstown**Grant of Easement or *Profit à prendre* or Creation of Covenant****The Grantor** being the registered proprietor of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) ~~or *profit(s) à prendre*~~ set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)**Schedule A**
required

Continue in additional Annexure Schedule, if

Purpose (Nature and extent) of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to Convey Water	B, C and D on SO Plan 478164	Section 1 SO Plan 478164 (RT 694044)	In Gross

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

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

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

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

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

the provisions set out in Annexure Schedule 1

Annexure Schedule 1

Page 1 of 1 Pages

*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

The easements created in respect to the right to convey water in this instrument shall have attached to them the following rights, powers and obligations:

- (a) The Grantee, together with any person (as defined in section 29 of the Interpretation Act 1999) acting with the authority or on the instructions of the Grantee and together with all tools, implements, machinery, vehicles, equipment and materials of whatsoever nature shall have the uninterrupted and unrestricted rights:
 - (i) to convey water unimpeded along the Easement Area on the Burdened Land and for this purpose have the right to use, occupy, carry out and construct such works as the Grantee considers necessary or desirable on the Burdened Land along the Easement Area;
 - (ii) To monitor and control its water flows and the water source flows and to carry out viewing, surveillance and monitoring of its water supply works on the Benefited Land;
 - (iii) To enter the Burdened Land and to have access across the Burdened Land by the most practicable route; and
 - (iv) To generally do anything necessary or convenient for the full exercise of this instrument.
- (b) In exercising its rights and powers under this instrument, the Grantee shall cause as little disruption and disturbance to the occupation and enjoyment by the owner(s) from time to time of the Burdened Land as is reasonably possible.
- (c) The owner(s) of the Burdened Land from time to time shall not do anything which will prevent or interfere with the free passage of water along the easement area or prevent or interfere with the full use by the Grantee of its rights created by this instrument.
- (d) Notwithstanding the rights and powers implied and/or prescribed at law or by the Land Transfer Regulations 2018 with respect to the easements created by this easement instrument, the Grantor acknowledges and agrees that the Grantor has no right to take or convey water from or use the easement facility unless the Grantor has obtained the Grantee's prior written consent and has entered into a written agreement with the Grantee for the supply of water to the Burdened Land.

In the event of a conflict between the rights, powers and obligations set out in the Fifth Schedule of the Land Transfer Regulations 2018 and the provisions set out in this instrument, the provisions set out herein shall prevail.



View Instrument Details

Instrument No	13089567.5
Status	Registered
Lodged By	Dykes, Caitlin Hanneke
Date & Time Lodged	20 Nov 2024 14:26
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
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1174253	Otago
1174254	Otago
492534	Otago
857178	Otago
857180	Otago
946021	Otago
946040	Otago
OT406/118	Otago
OT7D/1456	Otago

Annexure Schedule	Contains 5 Pages
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Covenantor Certifications

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

Signature

Signed by Clark Pirie as Covenantor Representative for Morven Ferry Limited on 13/11/2024 01:41 PM

Covenantor Certifications

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

Signature

Signed by Christopher Keith Steven as Covenantor Representative for Lynette Joy Hamilton, Janice Margaret Clear on 20/11/2024 10:55 AM

Covenantee Certifications

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

Covenantee Certifications

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

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

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

Signature

Signed by Clark Pirie as Covenantee Representative for Morven Ferry Limited on 13/11/2024 01:41 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Christopher Keith Steven as Covenantee Representative for Lynette Joy Hamilton, Janice Margaret Clear on 20/11/2024 10:55 AM

***** End of Report *****

Approved for ADLS by Registrar-General of Land under No. 2018/6263
COVENANT INSTRUMENT TO NOTE LAND COVENANT
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.***Firstly: Morven Ferry Limited, for RT OT 1174253****Secondly: Lynette Joy Hamilton and Janice Margaret Clear for RT 946021, 946040, OT 406/118, 7D/1456, 492534, 857180 & 1174254.****Thirdly: Lynette Joy Hamilton for RT857178****Covenantee***Surname(s) must be underlined or in CAPITALS.***Firstly: Lynette Joy Hamilton and Janice Margaret Clear for RT 946021, 946040, OT 406/118, 7D/1456, 492534, 857180, & 1174254****Secondly: Morven Ferry Limited, for RT OT 1174253****Thirdly: Lynette Joy Hamilton for RT857178****Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant - non - objective		RT OT 1174253	946021 946040 OT 406/118 7D /1456 492534 857180 857178 & 1174254
Land Covenant - non - objective		946021 946040 OT 406/118 7D /1456 492534 857180 857178 & 1174254	RT OT 1174253

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

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

[Annexure Schedule _____].

Annexure Schedule A

CONTINUATION OF COVENANT PROVISIONS

Background

- (a) The Covenantor is the registered proprietor of the relevant Burdened Land.
- (b) The Covenantee is the registered proprietor of the relevant Benefited Land.
- (c) The Covenantor and Covenantee have agreed that the Burdened Land will be subject to the Covenants.

1. Interpretation

1.1 In this Instrument unless the context otherwise requires:

Application means any planning or approval process under the RMA or other legislation which enables or facilitates subdivision, use or development of land and includes:

- (a) any resource consent application (including variation), designation procedure, change or variation to a District Plan (whether initiated by a Relevant Authority or requested by any other person or body);
- (b) any change, review or cancellation of any condition(s) of any consent or other approval which enables any subdivision, use or development of land;
- (c) any planning or approval process under any legislation which facilitates the subdivision, use or development of land such as, by way of example, an application to create, stop or relocate a legal road under the Public Works Act 1981 or the Local Government Act 2002,
- (d) but excludes any enforcement proceedings taken to ensure compliance with a District Plan or the RMA or any other legislation.

Approved Activity means any subdivision, use or development of land or property for any purpose, provided that any industrial use, pig farming of any kind, factory farming of any type, shall not be included within this definition as a use of the relevant land.

Benefited Land means any part of the land contained or formerly contained in the benefited land set out in Schedule A of this Instrument.

Burdened Land means all or any part of the land contained or formerly contained in the burdened land set out in Schedule A of this Instrument.

Covenants means the covenants set out in this Instrument.

District Plan means any operative or proposed plan, statement or similar concept that controls or restricts any subdivision, use or development of the Burdened Land.



Covenantee means the registered proprietor of the Benefited Land from time to time.

Covenantor means the registered proprietor of the Burdened Land from time to time together with any tenants, occupiers or invitees on the Burdened Land.

Instrument means the front pages of this Instrument together with all Schedules attached to it.

Lodge any Submission means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge a submission or objection or support in any way (financial or otherwise) any submission or objection to any Planning Proposal or take any steps whatsoever in relation to any Planning Proposal and includes (without limitation) taking part in any hearing, mediation, caucusing or appeal arising in respect of any Planning Proposal whether as a party, surrogate or otherwise.

Planning Proposal means any Application for, or in relation to, any Approved Activity.

Relevant Authority means any court, tribunal, government, local, statutory or non-statutory body including the Queenstown Lakes District Council and Otago Regional Council having jurisdiction over the land referred to in this Instrument.

RMA means the Resource Management Act 1991.

1.2 For the avoidance of doubt:

- (a) words importing the singular number include the plural and vice versa;
- (b) references to the parties are references to the Covenantor and the Covenantee;
- (c) a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done
- (d) this Instrument binds the Covenantors and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of the Burdened Land;
- (e) this Instrument benefits the Covenantees and their heirs, executors, successors and assigns in perpetuity and also any lessee, occupier or invitee of the Benefited Land; and
- (f) a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

2.1 The Covenantor covenants and agrees:

- (a) to observe and perform all the Covenants at all times;
- (b) that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land; and



- (c) to pay the Covenantant's reasonable legal costs (as between solicitor and client) of and incidental to the enforcement of the Covenantant's rights, remedies and powers under this Instrument.

3. Specific Covenants in Relation to Approved Activities for Benefited Land-Covenantor and Covenantant

- 3.1** The Covenantor covenants and agrees with the Covenantant that the Covenantor will not at any time Lodge any Submission to any Planning Proposal lodged by or with the written approval (which for the purposes of this clause, includes a submission lodged in support of any

- (a) Covenantant; or

- (b) Any nominee of the Covenantant, (nominated as such in writing) ("Nominee"),

- in respect to Approved Activities being undertaken on any part of the Benefited Land.

- 3.2** The Covenantor hereby gives written approval (including affected person's approval under the RMA) in respect of any Planning Proposal referred to in clause 3.1.

- 3.3** The Covenantant and any Nominee shall be entitled to provide a copy of this Instrument to the Relevant Authority as evidence that the Covenantor's written approval is given. The Covenantor shall provide any further written approval to any Planning Proposal if requested by the Covenantant and/or any Nominee.

- 3.4** The Covenantor will use its best endeavours to ensure that any invitees of the Covenantor on the Burdened Land and any lessees or occupiers of the Burdened Land comply with the provisions of this clause 3. The Covenantor will include the provisions of clause 3 in any document recording such a lease or occupation arrangement.

4. General

- 4.1** The parties acknowledge and agree that the covenants contained within this Instrument will attach to and run with the Burdened Land as a burden on that land to the extent that they restrict the Covenantor from acting in relation to the Burdened Land by exercising rights under the RMA or other legislation which arise from ownership of the Burdened Land and which the Covenantor would otherwise have been able to exercise for the benefit of the Burdened Land.

- 4.2** The Covenantor agrees that the Covenantor's obligations and covenants under clause 3 are for the benefit of:

- (a) the Covenantant; and

- (b) any person nominated under clause 3.1 (in accordance with section 12 Contract and Commercial Law Act 2017).

- 4.3** Any notice required to be served under this Instrument shall be in writing and served in accordance with the Property Law Act 2007.

- 4.4** Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument.



- 4.5** Except as provided in clause 6, the Covenantor will not take any steps or support any action to have this Instrument removed from the title to the Burdened Land (including, but not limited to, any claim of there being lack of proximity between the Burdened Land and the Benefited Land).

5. Liability

- 5.1** Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is:

- (a) limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of its Burdened Land; and
- (b) only in respect of that part of the Burdened Land owned by that Covenantor (so that a Covenantor is not liable under this Instrument in relation to any part of the Burdened Land that is not owned by that Covenantor).

- 5.2** A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of its Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of its Burdened Land).

6. Severability

- 6.1** If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.



835520

IN THE MATTER of Section 4 of the
Irrigation Schemes Act 1990

A N D

IN THE MATTER of Arrow Irrigation
Company Limited

INSTRUMENT OF TRANSFER OF EASEMENTS
IN GROSS FOR IRRIGATION WORKS

1.0 RECITALS

- 1.1 The Arrow Irrigation Company, a duly incorporated Company having its registered office at Winton (called "the Irrigation Company") has purchased the Irrigation Scheme pursuant to a Sale and Purchase Agreement between Malcolm Henry Robins, Grant William Stalker and Roger Francis Monk as agents for the Irrigation Company then yet to be incorporated and David Francis Caygill and Colin James Moyle on behalf of the Crown, dated 6th November 1989 and subsequently adopted by the Irrigation Company as the purchaser. The Irrigation Scheme (called "the Irrigation Scheme") is defined by notices in the New Zealand Gazette Order in Council dated 8th March 1926 Page 655.
- 1.2 The Minister of Agriculture (called "the Minister") had the right immediately before the date of the sale of the Irrigation Scheme to the Irrigation Company, pursuant to Section 223 of the Public Works Act 1981 or the corresponding provisions of any former enactment relating to irrigation, to enter, use, occupy, carry out work on, store water on, or convey water over the owners' land and in the manner, detailed in this instrument, for the purposes of the Irrigation Scheme.
- 1.3 Section 4 of the Irrigation Schemes Act 1990 provides the statutory mechanism to transfer from the owners of the land to the Irrigation Company, the same easement rights as the Crown previously had over the owners' land, and the owners and the Irrigation Company have agreed to the transfer of these easement rights to the Irrigation Company.

2.0 GRANT OF EASEMENT

2.1 The owners of land detailed below respectively TRANSFER AND GRANT to the Irrigation Company as an easement in gross forever pursuant to Section 4 of the Irrigation Schemes Act 1990 the right to convey water as detailed below over the owners' land described below.

<u>Owners</u>	<u>Description of Owner's land</u>	<u>Easement</u>
William Alan Hamilton of Queenstown, Farmer and Dorothy Gwendoline Hamilton of Queenstown, Housewife	Sections 23 and 66 Block VIII Shotover District containing 20.2343ha and described in Certificate of Title 314/124 (Otago Land Registry) Estate - Fee Simple	Right to Convey Water marked "FK", "FL" and "FM" on attached easement plan
William Alan Hamilton of Queenstown, Farmer and Dorothy Gwendoline Hamilton his wife	Section 71 Block VIII Shotover District containing 10.1171ha and described in Certificate of Title 57/168/(Otago Land Registry) Estate - Fee Simple	Right to Convey Water marked "FN" on attached easement plan
William Alan Hamilton of Queenstown, Farmer and Dorothy Gwendoline Hamilton of Queenstown, Housewife	Section 84 Block VIII Shotover District containing 21.4483ha and described in Certificate of Title 77/113/(Otago Land Registry) Estate - Fee Simple	Right to Convey Water marked "FO" on attached easement plan

William Alan	Sections ²⁰ 21, 24, 25, 35 and 69	Right to Convey
Hamilton of	Block VIII containing 79.4474ha	Water marked
Queenstown, Farmer	and described in Certificate	"FP", "FQ",
and Dorothy	of Title 339/44 (Otago Land	"FR", "FS",
Gwendoline Hamilton	Registry)	"FT" and "FU" on
of Queenstown,	Estate - Fee Simple	attached
Housewife		easement plan

Which rights to convey water shall have attached to them the following rights, powers and obligations.

2.2 The Irrigation Company together with any person (as defined in Section 4 of the Acts Interpretation Act 1924) acting with the authority, or on the instructions, of the Irrigation Company and together with all tools, implements, machinery, vehicles, equipment and materials of whatsoever nature shall have the uninterrupted and unrestricted rights:

- (a) To convey water unimpeded along the stipulated course on the landowners land on the plans attached and for this purpose to have the right to use, occupy and carry out and construct such works as the irrigation company considers necessary or desirable on the owners land along the stipulated course.
- (b) To monitor and control its waterflows and the water source flows and to carry out viewing, surveillance and monitoring of its water supply works on the land.
- (c) To enter the owners land and to have access across the owners land by the most practicable route.
- (d) To generally do anything necessary or convenient for the full exercise of the rights under this instrument and to give full effect to the purposes of this instrument.

2.3 In exercising its rights and powers under this instrument, the Irrigation Company shall cause as little disruption and disturbance to the occupation and enjoyment by the owner of his land, as is reasonably possible and shall cause as little damage to the owners' land as is reasonably possible.

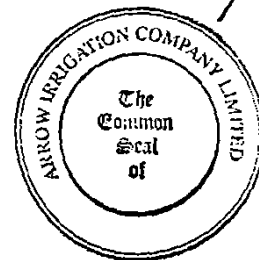
2.4 The owner shall not do anything which will prevent or interfere with the free passage of water along the stipulated course or prevent or interfere with the full use by the Irrigation Company of its rights created by the instrument.

DATED this 10th day of November 1992 /

SIGNED by the ARROW IRRIGATION)
COMPANY LIMITED by the affixing)
of its common seal in the)
presence of:)

..... *[Signature]* Director

..... *[Signature]* Secretary



SIGNED by WILLIAM ALAN HAMILTON)
and DOROTHY GWENDOLINE HAMILTON)
as Landowner in the presence of:)

[Signature] W.A. Hamilton
[Signature] D.G. Hamilton
J.P.
Company Director
Arrowtown.

PLAN 91.

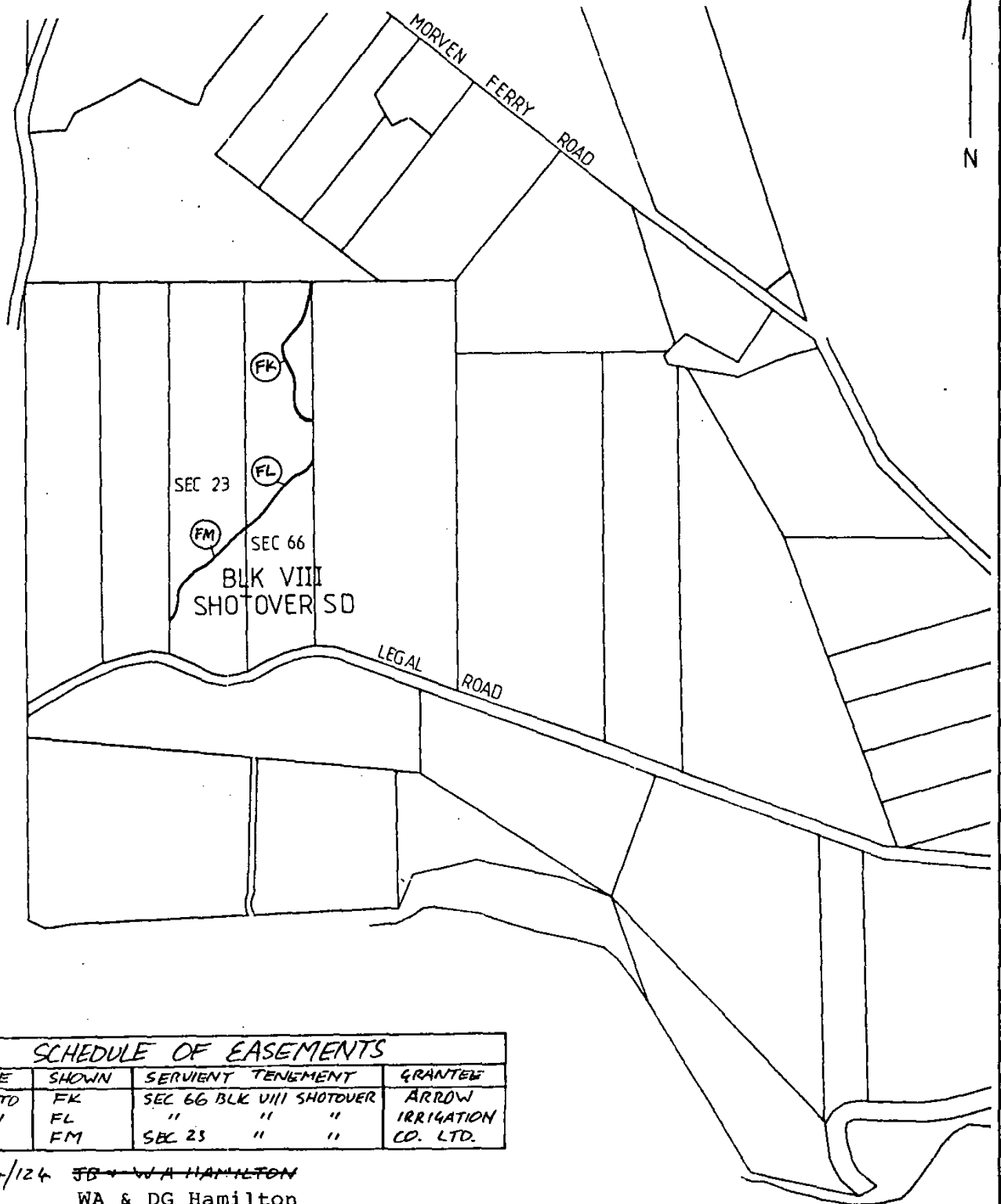


DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990.

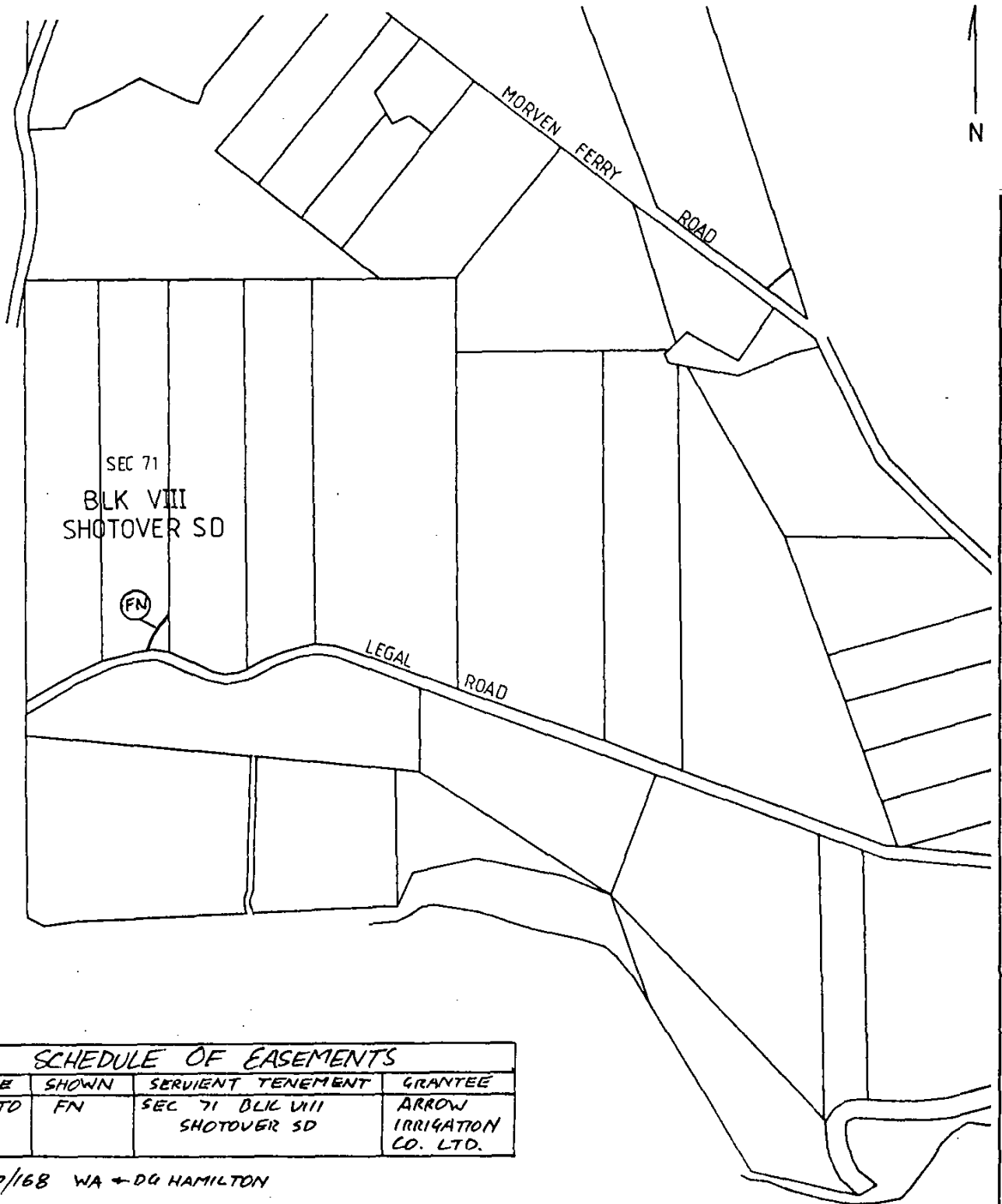
Arrow Irrigation Co. Ltd.

Prepared By: Clark Fortune McDonald & Assoc's
9 Shotover Street Queenstown

Scale: 1:10,000

Date: Aug 1991 No: 9/

PLAN 92.



SCHEDULE OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
RIGHT TO CONVEY WATER	FM	SEC 71 BLK VIII SHOTOVER SD	ARROW IRRIGATION CO. LTD.

CT 57/68 WA + DG HAMILTON

DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990.

Arrow Irrigation Co. Ltd.

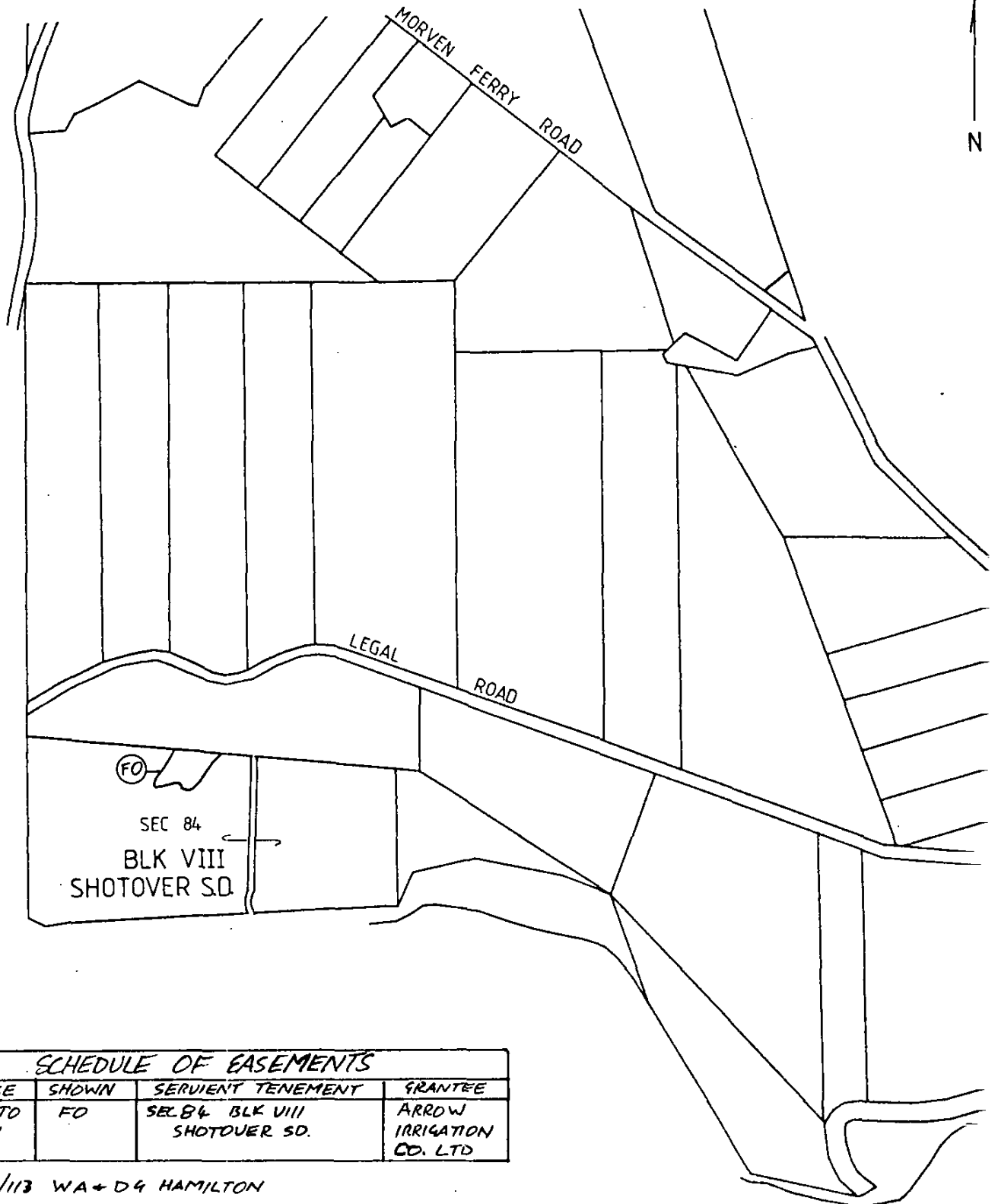
Prepared By: Clark Fortune McDonald & Assoc's
9 Shotover Street Queenstown

Scale: 1:10,000

Date: Aug 1991 No: 92

K. W. Peat
Secretary

PLAN 93.



SCHEDULE OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
RIGHT TO CONVEY WATER	FO	SEC 84 BLK VIII SHOTOVER SD.	ARROW IRRIGATION CO. LTD

CT 77/113 WA + D4 HAMILTON

DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990.

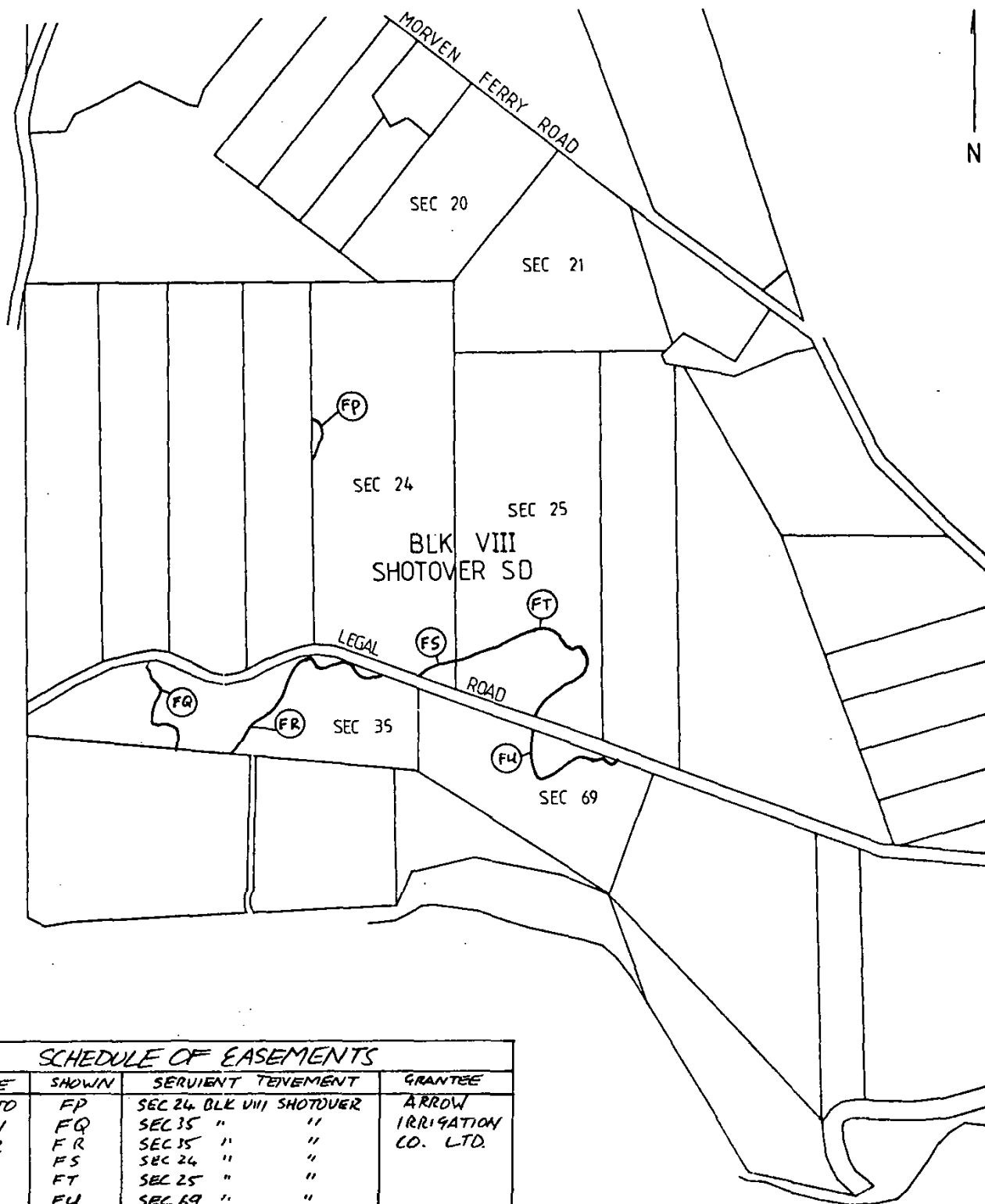
Arrow Irrigation Co. Ltd.

Prepared By: Clark Fortune McDonald & Assoc's
9 Shotover Street Queenstown

Scale: 1:10,000

Date: Aug 1991/No: 93

PLAN 94.



SCHEDULE OF EASEMENTS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
RIGHT TO CONVEY WATER	FP	SEC 24 BLK VIII SHOTOVER	ARROW
	FQ	SEC 35 " "	IRRIGATION
	FR	SEC 35 " "	CO. LTD.
	FS	SEC 24 " "	
	FT	SEC 25 " "	
	FU	SEC 69 " "	

CT 339/44 WA & DG HAMILTON

DIAGRAM OF IRRIGATION RIGHT
PREPARED PURSUANT TO THE
IRRIGATION SCHEMES ACT 1990.

Arrow Irrigation Co. Ltd.

Prepared By: Clark Fortune McDonald & Assoc's
9 Shotover Street Queenstown

Scale: 1:10,000

Date: Aug 1991 No: 94

INSTRUMENT OF TRANSFER OF
EASEMENTS IN GROSS FOR
IRRIGATION WORKS

Correct for the purposes of the Land
Transfer Act

Solicitor for the Registered
Proprietor(s)

Particulars entered in the Register
on the date and at the time recorded
below

9.10 04.AUG93 835520

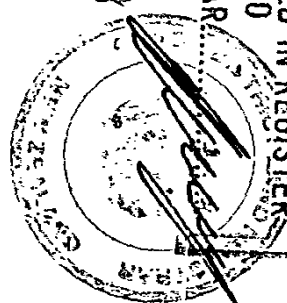
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

30/1/14

7/1/12

31/1/14

5/1/10



CHECKETTS MCKAY
LAWYERS
DUNEDIN OTAGO
NEW ZEALAND