





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

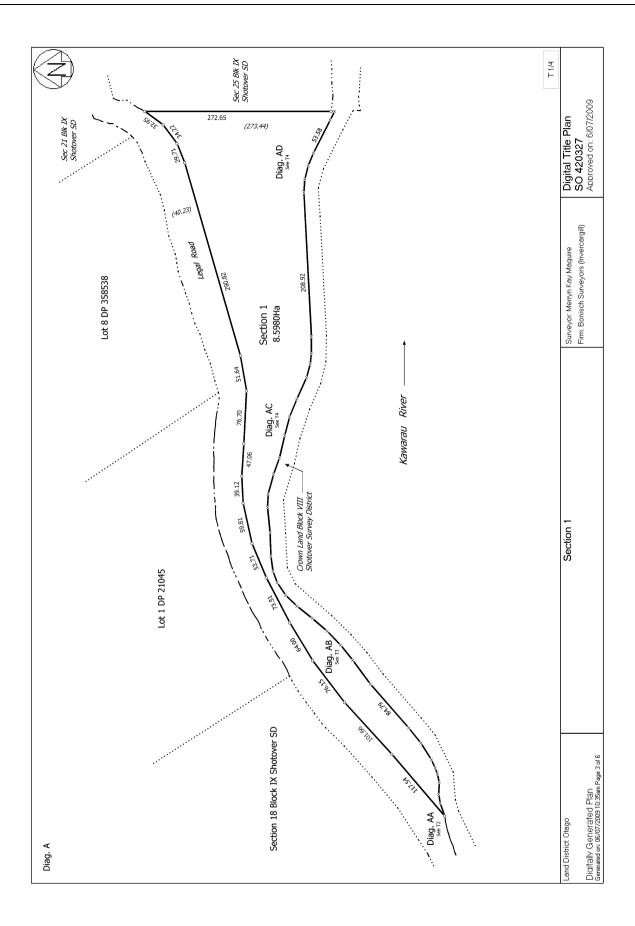
**Registered Owners** 

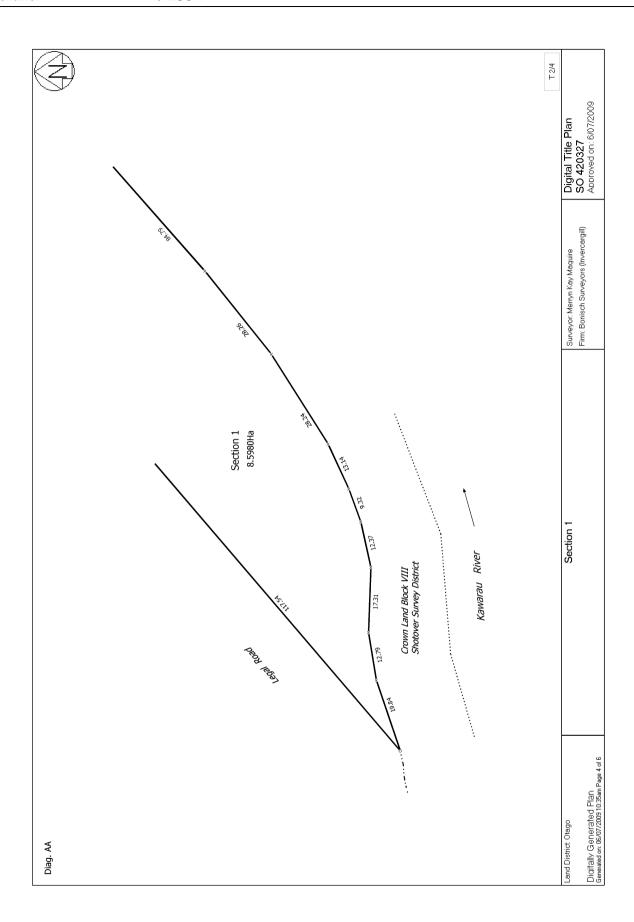
Lynette Joy Hamilton and Janice Margaret Clear as Executors

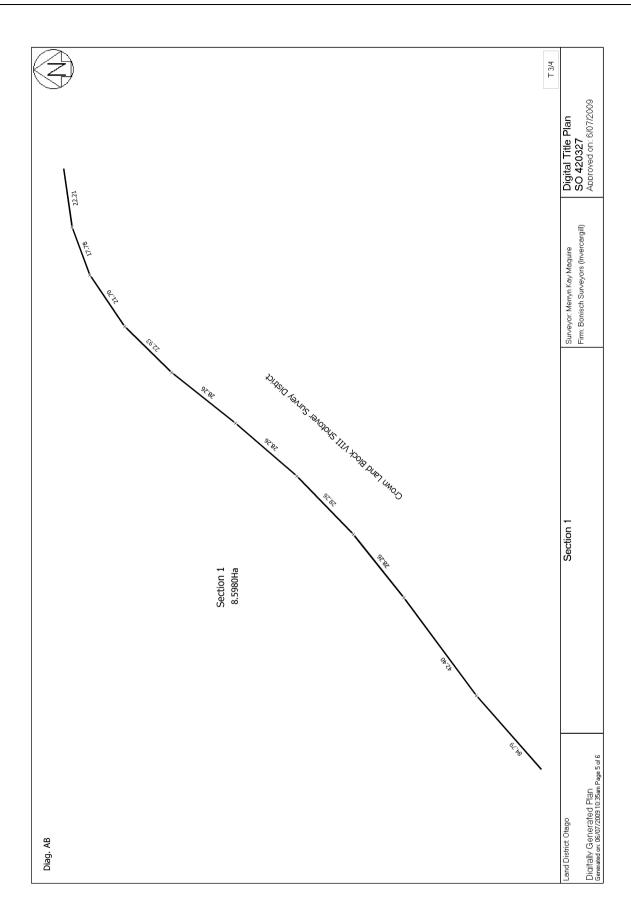
### **Interests**

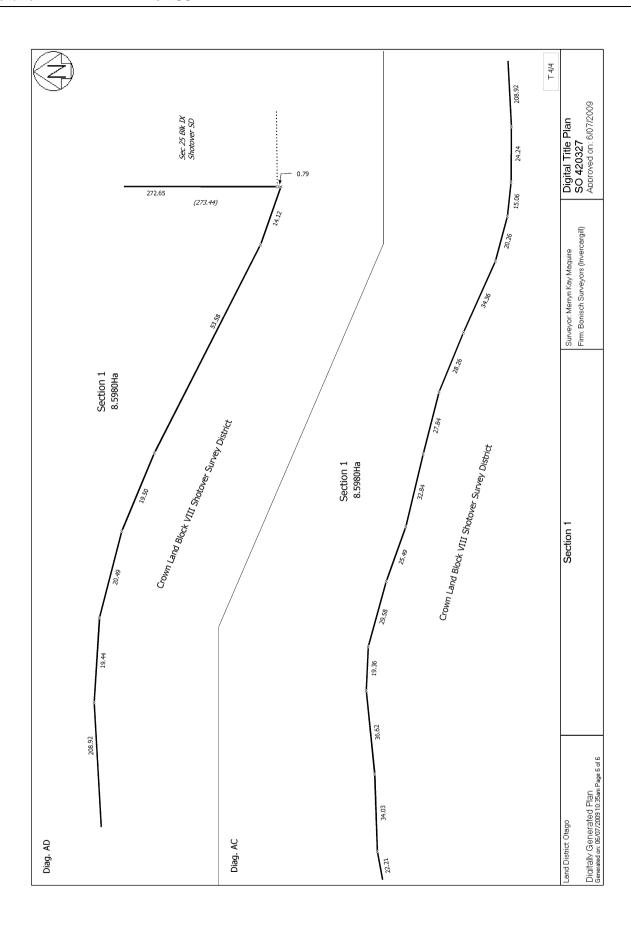
Subject to Part IVA Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991















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

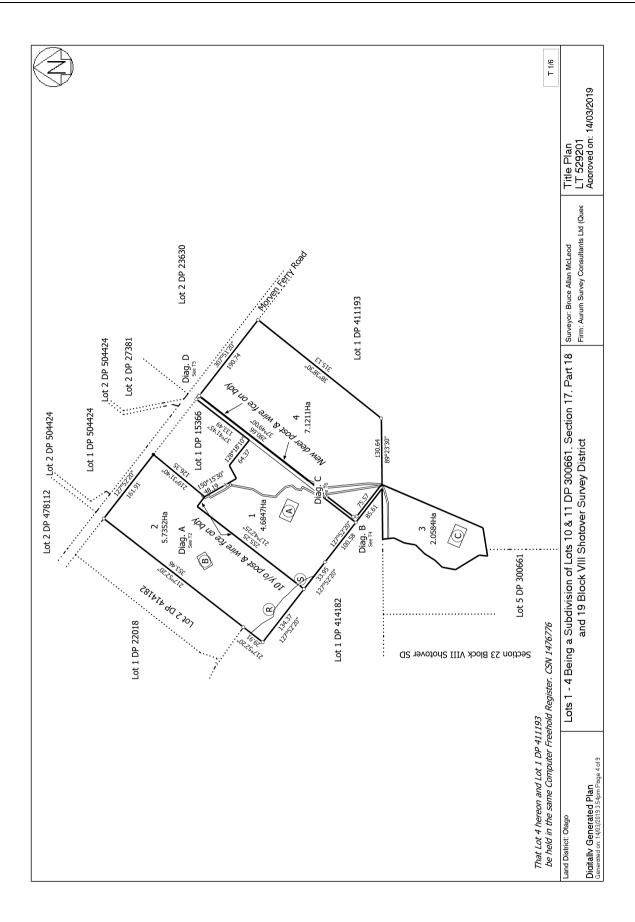
11334462.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.3.2019 at 4:36 pm

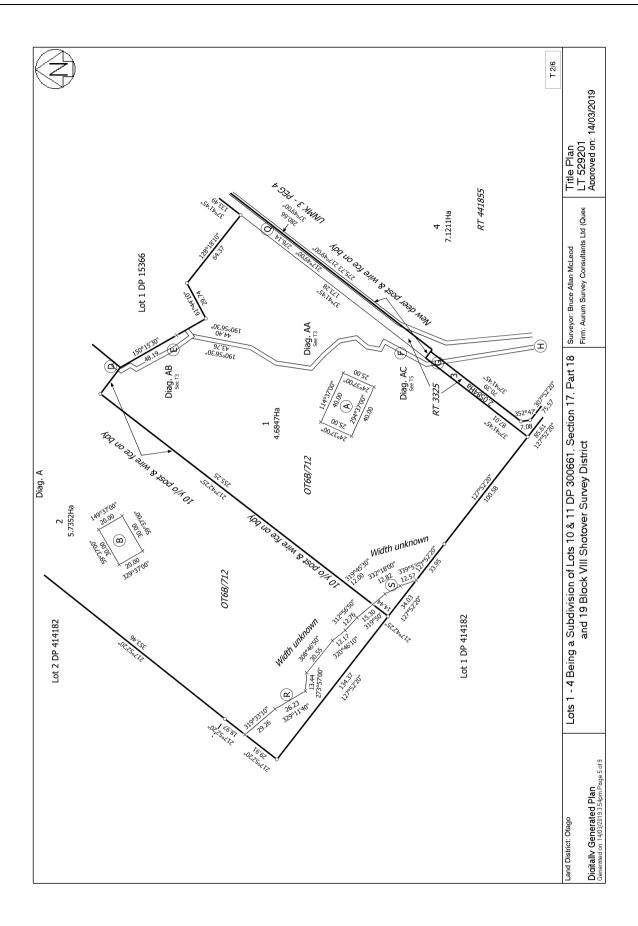
Subject to a right to take and convey water over part marked K, L & I and a right to convey water over part marked G all on DP 529201 created by Easement Instrument 11334462.5 - 19.3.2019 at 4:36 pm

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











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** 

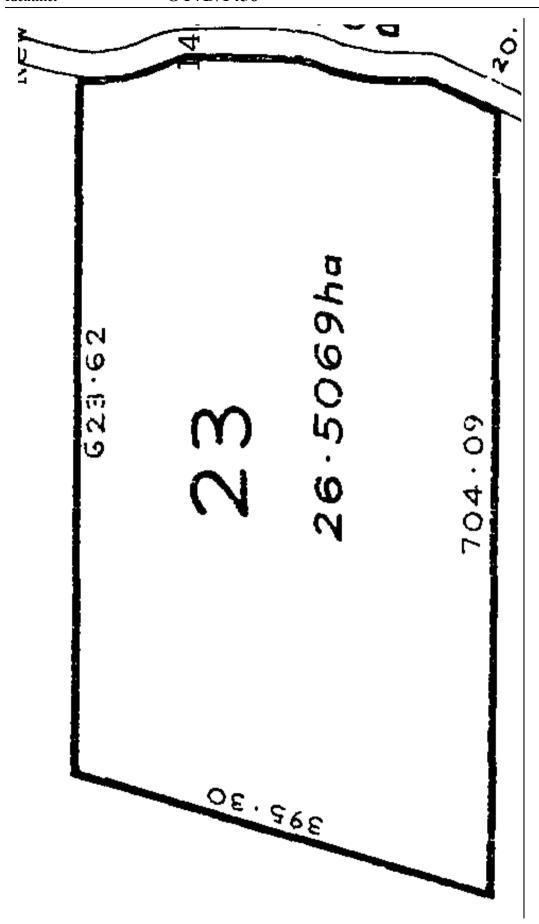
Lynette Joy Hamilton and Janice Margaret Clear as Executors

### 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	Section 23 Block IX	M DP 26412	(now) Aotearoa Towers	N/A
power	Shotover Survey District - herein		Group LP	
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





### **Search Copy**



Identifier OT406/118

Land Registration District Otago

17 December 1958

**Prior References** 

OT47/185

**Date Issued** 

**Estate** Fee Simple

**Area** 23.0823 hectares more or less

Legal Description Section 22 Block IX Shotover Survey

District

**Registered Owners** 

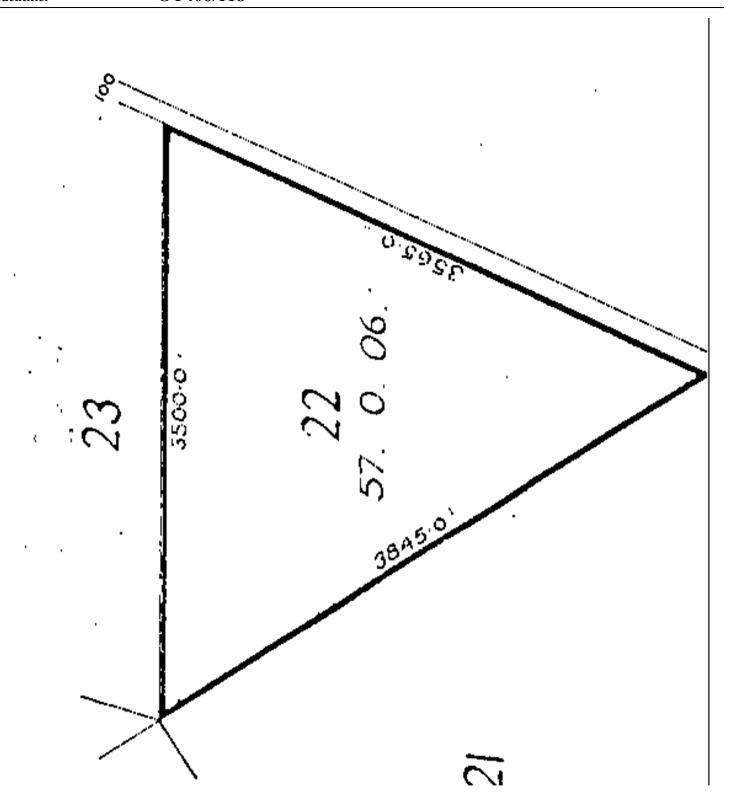
Lynette Joy Hamilton and Janice Margaret Clear as Executors

### Interests

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

Type Convey electric power	Servient Tenement Section 22 Block IX Shotover Survey District - herein	Easement Area F DP 26412	Grantee (now) Aotearoa Towers Group LP	<b>Statutory Restriction</b> 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 Distriction - herein	et	Group LP	
Right of way	Section 22 Block IX Shotover Survey Distriction - herein	N DP 26412	(now) Aotearoa Towers Group LP	N/A
Land Covenant is	n Covenant Instrument 1308	9567.5 - 20.11.2024	at 2:26 pm	









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

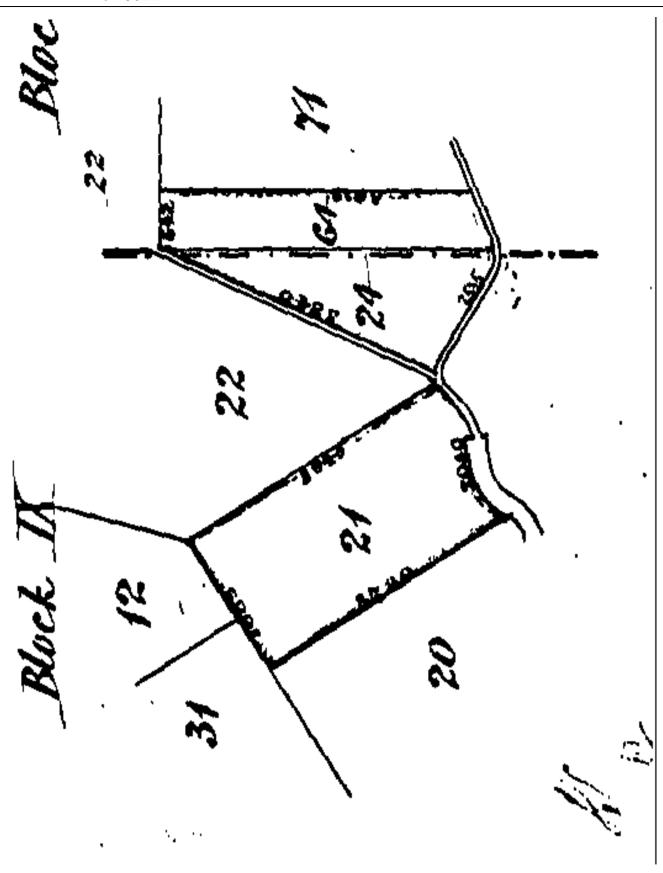
### Interests

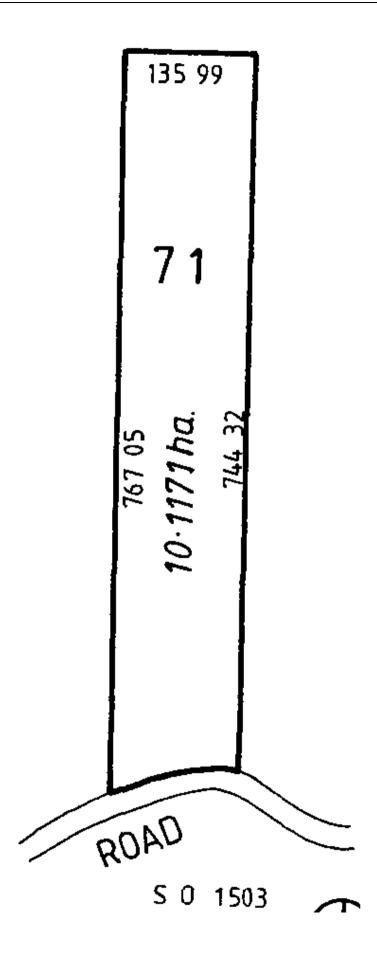
Subject to rights (in gross) to convey water over part Lot 5 DP 300661 marked K, L and M on DP 300661, and over part Section 23 Block VIII Shotover Survey District marked FM on the diagram annexed to Transfer 835520, and over part Section 71 Block VIII Shotover Survey District marked FN on the diagram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

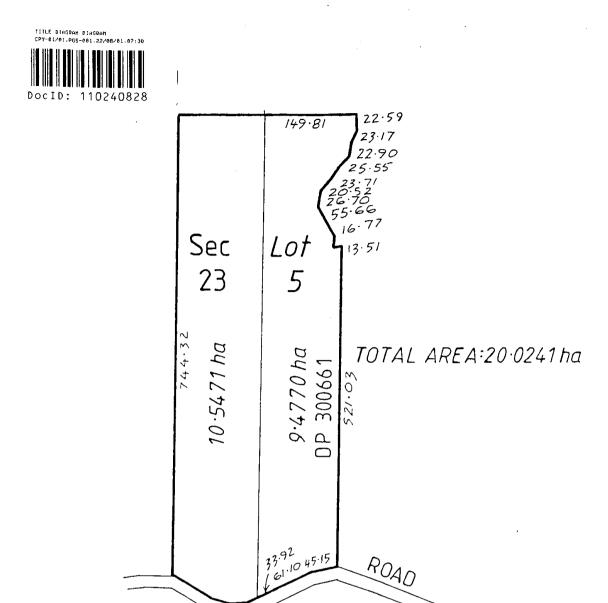
Subject to rights of way (in gross) over part Section 21 Block IX Shotover District marked H, I, K and O on DP 26412, and over part Section 24 Block IX Shotover District marked D and E on DP 26412, and over part Section 71 Block VIII Shotover Survey District marked C on DP 26415, and over part Lot 5 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













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

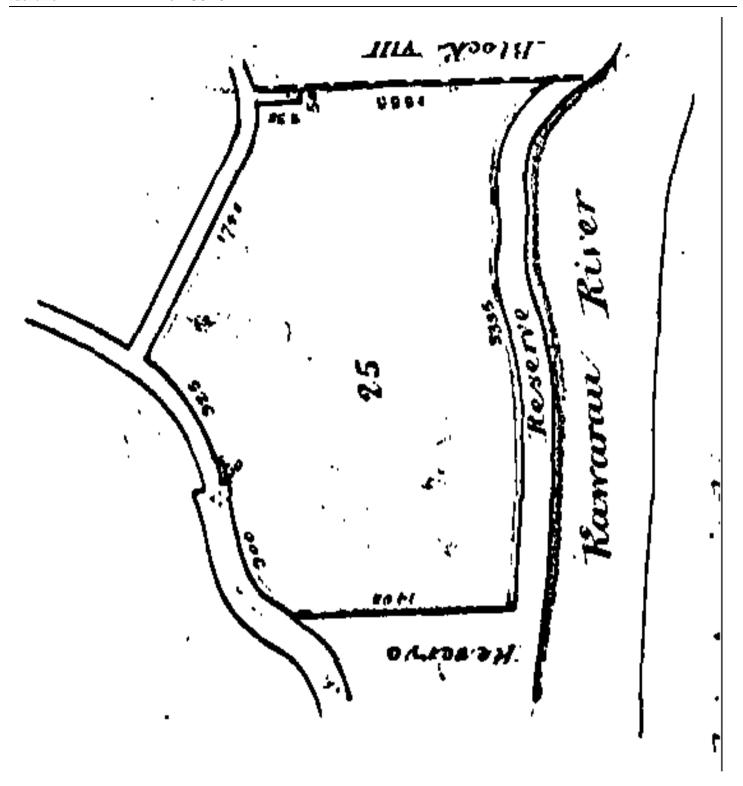
Subject to a right of way (in gross) over part Section 1 SO 478164 marked A on SO 478164 in favour of (now) Aotearoa Towers Group LP created by Easement Instrument 11729995.3 - 29.4.2020 at 3:04 pm

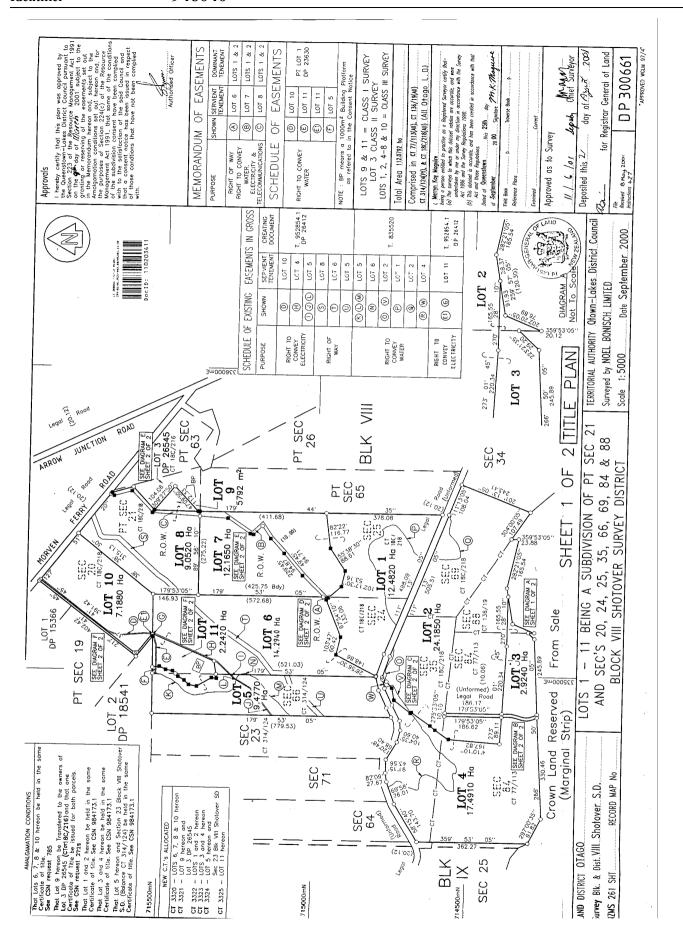
Subject to a right of way (pedestrian and cycle) (in gross) over part Section 2 SO 478164 marked E on SO 478164 in favour of Queenstown Lakes District Council created by Easement Instrument 11729995.4 - 29.4.2020 at 3:04 pm

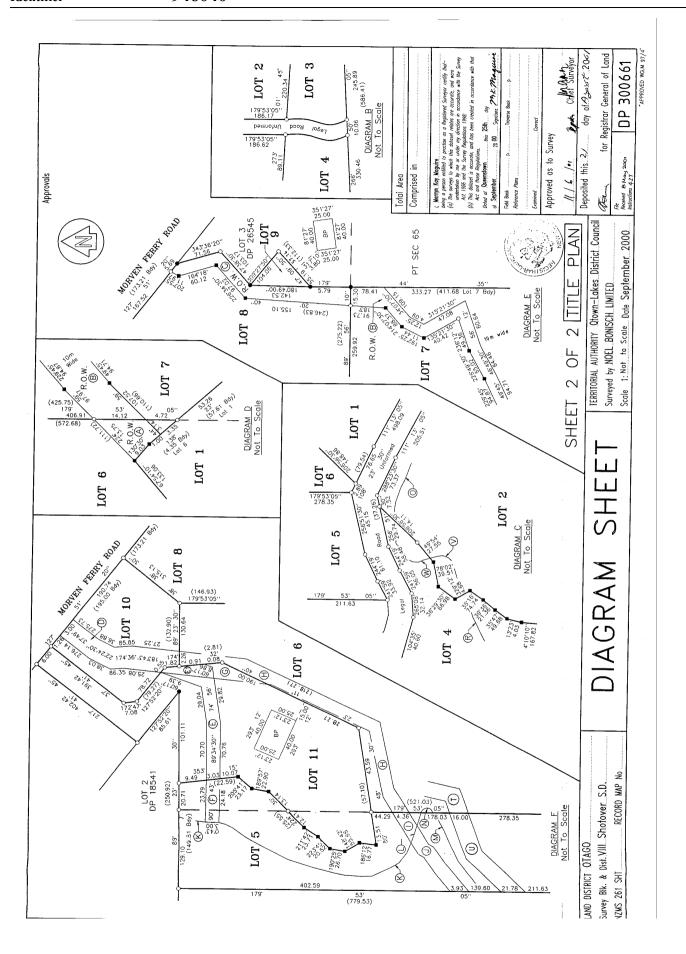
Subject to a right (in gross) to convey water over part Section 1 SO 478164 marked B, C and D on SO 478164 in favour of Arrow Irrigation Company Limited created by Easement Instrument 11729995.6 - 29.4.2020 at 3:04 pm

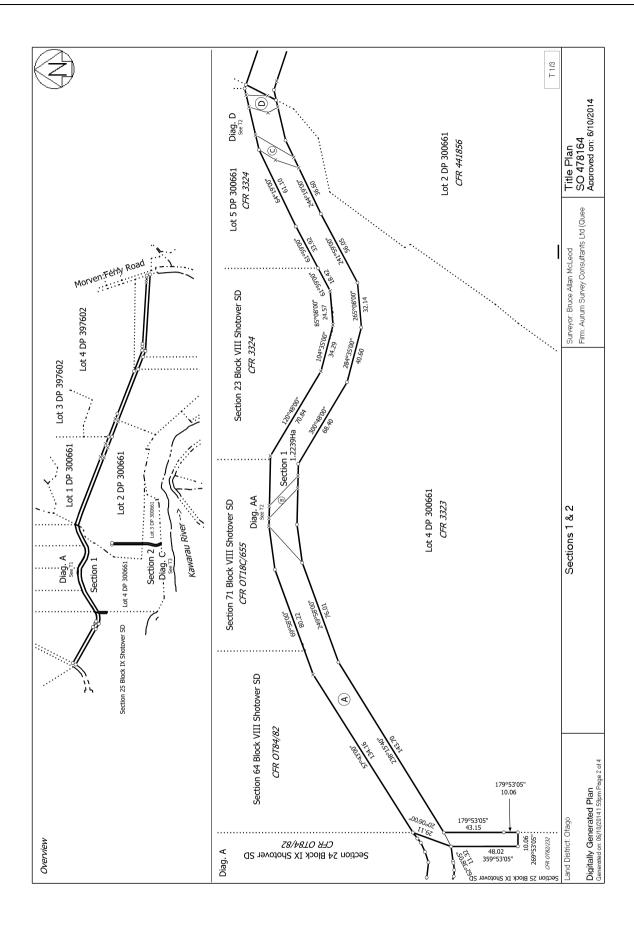
Subject to Section 345(2A)(a) and (b) Local Government Act 1974 (affects Section 1-2 SO 478164 and Section 25 Clock IX Shotover Survey District)

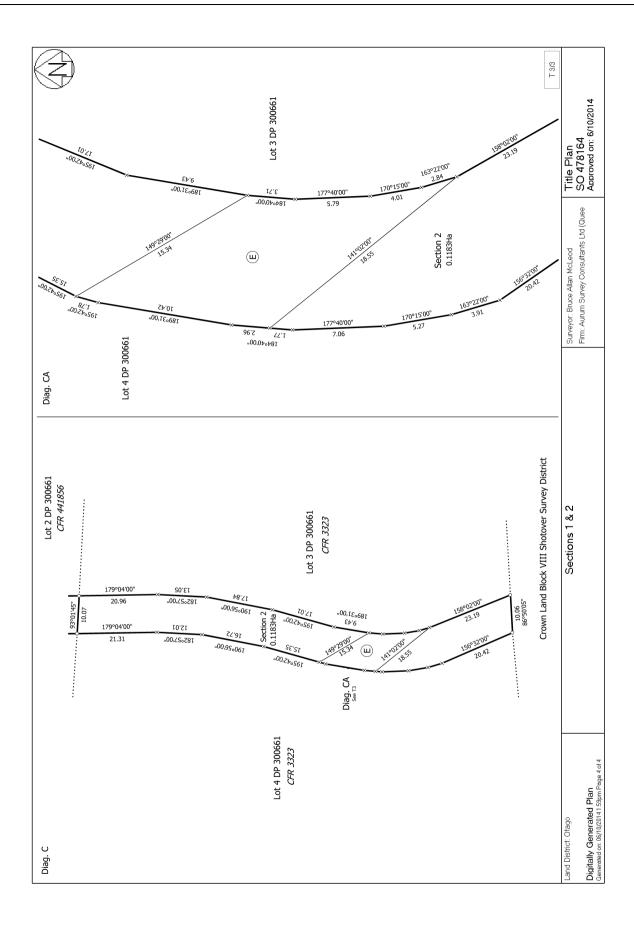
Land Covenant (in gross) affecting Section 1-2 SO 478164 in favour of Queenstown Lakes District Council created by Covenant Instrument 11729904.5 - 3.6.2020 at 4:16 pm

















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

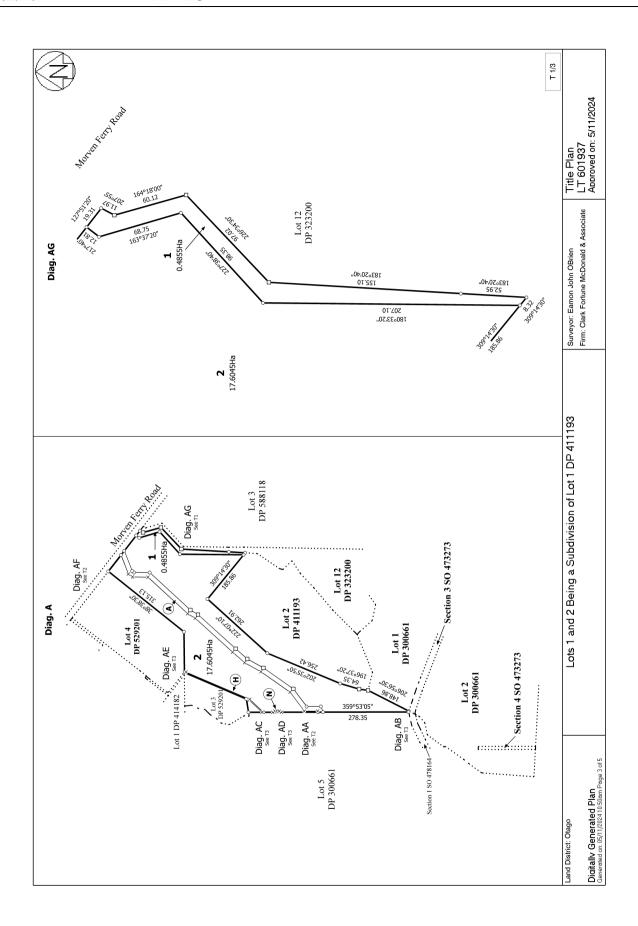
The easement specified in Easement Certificate 959443.3 is subject to Section 243 (a) Resource Management Act 1991 Subject to a right to convey water over part Lot 4 marked O & J all on DP 529201 specified in Easement Certificate 5073060.5 - 21.8.2001 at 9:00 am

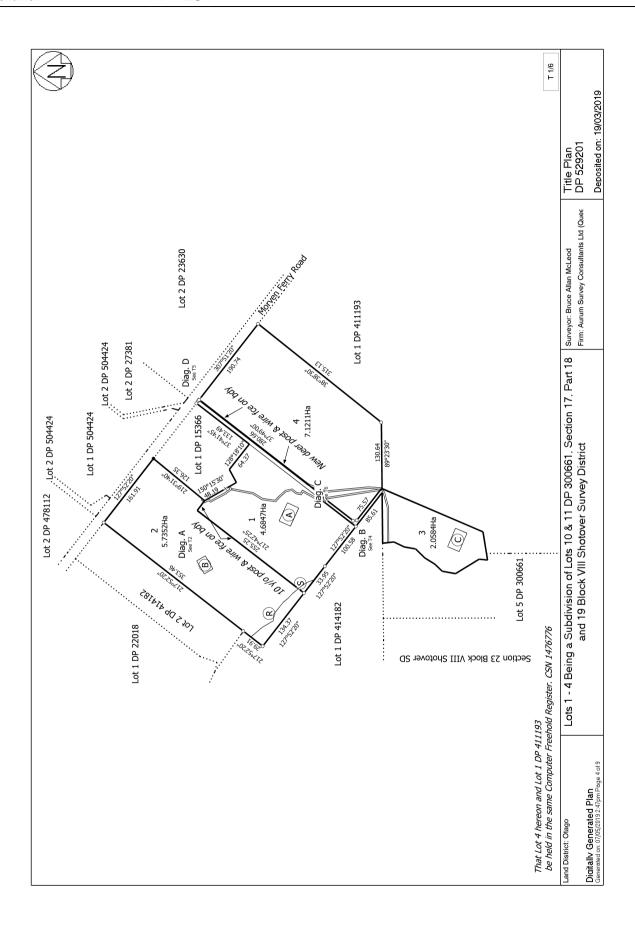
11334462.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 19.3.2019 at 4:36 pm (Affects Lot 4 DP 529201)

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)





952854.1

### **TRANSFER**

**Land Transfer Act 1952** 

This page does not form part of the Transfer.

### **TRANSFER**

 $\Box$ 

### 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 Distric	ct	
Otago		
Certificate of Title No.	All or Part?	Area and legal description — Insert only when part or Stratum, CT
(1)(a) 339   44 (b) 314   124 (c) 57   168 continued	Part   Part   Part	Part marked "A" on Deposited Plan 26412 Part marked "B" on Deposited Plan 26412 Part marked "C" on Deposited Plan 26412
Transferor Surnames me	ust be <u>underlir</u>	ned .
WILLIAM ALAN <u>HA</u>	MILTON of Ai	Towtown, Farmer and DOROTHY GWENDOLINE <u>HAMILTON</u> , his wife
Transferee Surnames m	ust be <u>underlir</u>	ned
BellSouth Asia/Pacific I New Zealand Holdings	Enterprises, Inc. Limited at Auc	at Atlanta, Georgia, United States of America, BellSouth New Zealand Limited and BellSouth Ekland and ST Cellular (NZ) Pte Limited at Singapore
of little No. panel above 2) Right to Convey Tel above, with the rights an 3) Right to convey elect above with the rights an Consideration	e, with the righ lecommunication and powers and tric power in grand some some some some some some some some	reated: Insert e.g. Fee simple, Leasehold in Lease No, Right of way etc. er those parts of the various parcels of land ("Land") described under (1)(a)-(f) in the Certificate ts and powers and subject to the terms and conditions set out in the Annexure Schedule ons in gross over that part of the Land described under (2) in the Certificate of Title No. pane subject to the terms and conditions set out in the Annexure Schedule coss over those parts of the Land described under (3)(a)-(f) in the Certificate of Title No. pane subject to the terms and conditions set out in the Annexure Schedule
Operative Clause		
	d interest descr	of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the ribed above in the land in the above Certificate(s) of Title and if an easement is described
Dated this 101th	day of	luly .19 98
Attestation	<del></del>	<u> </u>
WD Hamil	lon !	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
1		Witness name
· ]		PHILLIP GEORGE WILSON
	i	SOLICITOR Address QUEENSTOWN
Signature, or common seal	of Transferor	
Contified powers for the	AURTORCE OF 14	o Land Transfer Act 1052
	e by virtue of S	e Land Transfer Act 1952 Section 24:11 of the Stamp and Cheque Cutes Act 1971.  Yellow Date Stamp and Cheque Cutes Act 1971.
RDoguggent Ref: 196432:JCT		—Solicitor for the Transferee

Approved by Registrar-General of Land under No. 1995/5003

<del></del>				_	An	nexure	Schedule					
	below gage", "T	ransfer", '	'Lease'	" etc								
	nsfer				1/0	July	1998	Page	3	of	8	Pages
	(i)	to use a	ny pow	er poles or seplace or se	line of c	conduits cab such poles	oles and wires alres, conduits, cables	ady installed, por wires;	placed	or ere	ected	on the route of
! !	(ii)		erected				or wires exist to it ts, cables and wire					
i ·	(iii)	machir remain renewi	nery veh there fo ng the co	nicles or equ r any reasor onduits, cab	iipment iable tin les and	of whatsoe ne for the pu	of such poles, con ever nature necess irposes of installing e poles, or any par ble.	ary for the pur g, inspecting, c	pose te leansir	o ente 1g. rep	er upo pairin	on the Land and g, maintaining a
5.	Rights a	nd Powers	Applyi	ing to All E	asemer	nts:						
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İ	to co						Right of Way, the					
6.	Terms a	nd Conditi	ions Ap	plying to R	ight to	Convey El	ectricity:					
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7.	Terms :	and Condi	tions Ap	oplying to A	All Ease	ements:						
	(a) The	Transferor	:									
	(i)	shall not p Land, and		y buildings	or erect	ions or plan	it or allowor suffe	r to be planted	l or gr	own a	any ti	ree or shrub on
1	(ii)	will not d	o or per	mit to be d	one any	act,						
		ch in either Fransferee			interfer	e with or a	lversely affect the	e rights, powe	ers, lic	ences	and	liberties granted
i İ	the a	act, neglec	t or def	ault of one	party of	or its tenan	, if any repair or r ts, servants, cont h repair and main	ractors, agent	s, wor	kmen	, co-	users, licensees
:    -	his n	iominee suc	h arbitra	e parties sh tion to be o s relating to	therwise	e carried out	the arbitration of ( t in accordance wit	the President o h the provision	of the C as of th	Otago e Arbi	Distr itratio	ict Law Society on Act 1996 or a
		grant shall, lay of June		to clause 5(a	a) of the	Rights and	Powers provision	above, be for a	term o	of 19 y	years	364 days from t
' ! !	(e) The	terms of the	: Lease s	shall not me	rge upo	n the regist	ration of this Tran	sfer but shall b	e read	. colla	teral	with this Transf
<del></del> -	<del></del>											
If thi	s Annexui	e Schedul	e is use	d as an ex	pansio	n of an ins	trument, all signi	ng parties an	d eithe	er the	ir wi	tnesses or thei
		) H.	0	H	4)	W	,	Ġ.		0	P	7-9

Augkland District Law Society Doctifient Ref: 196432:JCT



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### Approved by Registrar-General of Land under No. 1995/5003

### Annexure Schedule

sfer	Dated 10 Ju/	y 1998	Page 45 of 9 Pages
its attorneys CARTER or	SYDNEY ARTHUR NEED CHANDRA CHHAGANLA	by CE LY AL	4
WITNESS OF SIG Signature of Wit	Baca S.  tness	Signature of C	URTIS LAWRENCE CARTER RTHUR NEELY
Name of Witnes	L M Bollard Personal Assistant Auckland	Signature of K	
Occupation of W	Vitness	_	
Town of Residen	nce		
	by BELLSOUTH NE LIMITED by authorise presence of:		
WITNESS OF SIG M. K Signature of Wit	baard.	Signature of Cl	Veraulo
Name of Witness	S Personal Assistant Auckland	Signature of KI CHHAGANL	RAN CHANDRA AL (Secretary)
Occupation of W	Vitness		_
Town of Resider	nce	_	

Auckland District Law Society **Document** Ref: 196432:JCT

### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

sfer Dated 10 July	Page 5 d 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:	a 10.
_	('.d./ak
WITNESS OF SIGNATURES:	Signature of CURTIS LAWRENCE CARTER
Lu boons d.	of SYDNEY ARTHUR NEELY
Signature of Witness	
Signature of Winicss	and A ()
LM Bollard	Mixerance
Name of Witness Personal Assistant	Signature of KIRAN CHANDRA
Auckland	CHHAGANIAL /
Occupation of Witness	
~	
Town of Residence	
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:	
*	$\Lambda$ $\Lambda$ $\Lambda$
Mirrano or Gora Trans-	C.d. Chet
WITNESS OF SIGNATURES:	Signature of CURTIS LAWRENCE CARTER
X.M. GOLDONO.	or SYDNEY ARTHUR NEELY
Signature of Witness	$(A M \cap A)$
	del Kio and Sal
L M Bollard	Signature of KIRAN OHANDRA
Name of Witness Personal Assistant	Signature of KIRAN CHANDRA CHHAGANLAL
Auckland	
Occupation of Witness	
Town of Residence	
Town of Residence	
Town of Residence  nnexure Schedule is used as an expansion of an instress must put their signatures or initials here.	ument, all signing parties and either their witnesses

....

We, Curtis Lawrence Carter of Sydney Arthur Neely and Kiran Chandra Chhaganlal herel severally certify:  1. That by a Power of Attorney dated 23 December 1997, Bellsouth Asia/Pacifient the said Power of Attorney including that either Curtis Lawrence Carter of Sydney Arthur Chandra Chhaganlal may execute various documents 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 the appointment by the commencement of liquidation of Bellsouth Asia/Pacific enterprises, in or otherwise.  4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb 4 5076. 2.  SIGNED at Auckland this 10 th, day of July 1995.  KIRAN CHANDRA CHHAGANLAL	•	Approved by Registrar-Gene Annexuro	ral of Land under No. e Schedule	1995/5003	
We, Curtis Lawrence Carter or Sydney Arthur Neely and Kiran Chandra Chhaganlal herel severally certify:  1. That by a Power of Attorney dated 23 December 1997, BELLSOUTH ASIA/PACIFI ENTERPRISES, INC appointed us as it attorneys on the terms and subject to the conditions set of in the said Power of Attorney including that either Curtis Lawrence Carter or Sydne Arthur Neely together with Kiran Chandra Chhaganlal may execute various documents 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 the appointment by the commencement of liquidation of Bellsouth asia/Pacific enterprises, in or otherwise.  4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb 9 507/6 · 2 ·  SIGNED at Auckland this 10 ft, day of 1995  Curtis Lawrence Carter/Sydney Arthur Neely  Arthur Neely  Lawrence Carter/Sydney  Arthur Neely		e" etc			
<ol> <li>We, Curtis Lawrence Carter or Sydney Arthur Neely and Kiran Chandra Chhaganlal herel severally certify:</li> <li>That by a Power of Attorney dated 23 December 1997, BELLSOUTH ASIA/PACIFIENTERPRISES, INC appointed us as it attorneys on the terms and subject to the conditions set on the said Power of Attorney including that either Curtis Lawrence Carter or Sydne Arthur Neely together with Kiran Chandra Chhaganlal may execute various documents specified on its behalf.</li> <li>That we hold the respective offices referred to in clause 1 of the said Power of Attorney.</li> <li>That at the date hereof we have not received any notice or information of the revocation of the appointment by the commencement of liquidation of Bellsouth Asia/Pacific enterprises, in or otherwise.</li> <li>A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb q 507/6. 2.</li> <li>SIGNED at Auckland this   Oth, day of July 199</li> </ol>	Transfer				<b>?</b> Pages
<ol> <li>That by a Power of Attorney dated 23 December 1997, BELLSOUTH ASIA/PACIFI ENTERPRISES, INC appointed us as it attorneys on the terms and subject to the conditions set of in the said Power of Attorney including that either CURTIS LAWRENCE CARTER or SYDNE ARTHUR NEELY together with KIRAN CHANDRA CHHAGANLAL may execute various documents specified on its behalf.</li> <li>That we hold the respective offices referred to in clause 1 of the said Power of Attorney.</li> <li>That at the date hereof we have not received any notice or information of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, IN or otherwise.</li> <li>A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb 9 50716. 2.</li> <li>SIGNED at Auckland this 10 Ha day of July 199</li> </ol>		OF POWER	OF ATTORNEY	,	
ENTERPRISES, INC appointed us as it attorneys on the terms and subject to the conditions set of in the said Power of Attorney including that either CURTIS LAWRENCE CARTER or SYDNE ARTHUR NEELY together with KIRAN CHANDRA CHHAGANLAL may execute various documents 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 the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, IN or otherwise.  4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb 9 507/6. 2.  SIGNED at Auckland this 10 Hz, day of July 199  CURTIS LAWRENCE CARTER/SYDNEY ARTHUR NEELY		CARTER OF SYDNEY ART	HUR NEELY and KI	IRAN CHANDRA CHH.	AGANLAL hereb
<ul> <li>3. That at the date hereof we have not received any notice or information of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation of the revocation of the appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INformation o</li></ul>	ENTERPRISES in the said Power ARTHUR NEELY	S, INC appointed us as it a er of Attorney including together with KIRAN CHA	ttorneys on the tern that either <b>CURT</b>	ns and subject to the care	conditions set ou TER or SYDNE
appointment by the commencement of liquidation of BELLSOUTH ASIA/PACIFIC ENTERPRISES, IN or otherwise.  4. A copy of the said power of attorney was deposited at the Land Titles Office at Otago under Numb 9 50716 · 2 ·  SIGNED at Auckland this / C/H, day of July 199  CURTIS LAWRENCE CARTER/SYDNEY ARTHUR NEELY	2. That we hold the	respective offices referre	ed to in clause 1 of	the said Power of At	torney.
SIGNED at Auckland this 10th day of July  Curtis Lawrence Carter/Sydney ARTHUR NEELY  Mulaganly	appointment by the		=		
Curtis Lawrence Carter/Sydney Arthur Neely		d power of attorney was de	eposited at the Land	l Titles Office at Otaș	30 under Numbe
ARTHUR NEELY	SIGNED at Auckland th	is <i>IDH</i> , day of	July		199
	ARTHUR NEELY	ganlel	_		

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.

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Auck and District Law Society
Document Ref: 196432:JCT

م <sub>ر</sub> مر					of Land under N Schedule	o. 1995/5003			
sert belo lortgage	w ", "Transfer", "Leas	se" etc							
Trais		Dated	10 J	uly	1998	Page	<b>76</b> of	8	Pages
	<u></u>				NON REVOC F ATTORNE				
					•				
	CURTIS LAWRENCE ally certify:	E CARTER or S	YDNEY A	<b>RTHU</b> I	R NEELY and I	KIRAN CHA	NDRA CH	HAG	ANLAL hereby
1.	That by a Pove HOLDINGS LICOUTE out in the said IN ARTHUR NEELY specified on its	MITED apportance of Attorer together with	inted us a	as it att uding	torneys on the that either <b>C</b> U	terms and s	subject to	the	conditions set ER or SYDNEY
2.	That we hold the	e respective of	fices ref	erred t	o in clause 1 o	of the said P	ower of A	Attor	mey.
3.	That at the date appointment by HOLDINGS L.	y the commo	encement	t of l	•				
4.	A copy of the said 950716.1	id power of att	orney wa	s depo	sited at the Lar	nd Titles Of	fice at Ot	ago 1	under Numbei
SIGN	NED at Auckland the	his /0 <i>H</i> 1	day of		July				1998
	CURTIS LAWRENCE ARTHURNEELY KIRAN CHANDRA		YDNEY						

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.

Auckland District Law Society Doctiment Ref: 196432:JCT

### Approved by Registrar-General of Land under No. 1995/5003 Annexure Schedule

Insert belov 'Mortgage"	, "Transfer", "Leas	se" etc				
Transf		Dated	10July 1	998	Page g of g	Pages
				FNON REVOCAT OF ATTORNEY	TION	     
	URTIS LAWRENCI lly certify:	E CARTER or	Sydney Arth	IUR NEELY and KIR	AN CHANDRA CHHAO	GANLAL hereby
1.	us as it attorney including that ei	s on the term ther <b>CURTIS</b> I	ns and subject LAWRENCE CA	to the conditions searcer or Sydney A	ULAR (NZ) PTE LIMI et out in the said Pow RTHUR NEELY togeth specified on its behal	er of Attorney ler with <b>KIRAN</b>
2.	That we hold th	e respective o	offices referred	l to in clause 1 of th	ne said Power of Atto	rney.
3.				•	nformation of the reve CELLULAR (NZ) PT	
4.	A copy of the sa 925851.	id power of a	ttorney was de	posited at the Land	Titles Office at Otago	under Number
						_ !
SIGN	E <b>D</b> at Auckland t	his /O <i>F</i> ,	h day of	July		1998   
	Curtis Lawre Arthur Neely	NCE CARTER	A/SYDNEY			       
	HIRAN CHANDR	Marale P A CHHAGAN	) LAL			 
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	ust put their signatu			lrument, all signing ρ	arties and either their w	ritnesses or their
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Auckland District Law Society 155ctiment Reft 196432:JCT

### Annexure Schedule

-· `			· · · · · · · · · · · · · · · · · · ·
		TRANSFER	R Dated 10 July 1998 Pages
Certifi	icate	e of Title No. Continue	ed
(1)(d) (e) 4		82 Part 118 Part	Parts marked "D", "E", "H", "l", "K" and "O" on Deposited Plan 26412 Parts marked "F', "G", "J", "I." and "N" on Deposited Plan 26412
(f) 7	7D	1456 Part	Part marked "M" on Deposited Plan 26412
(2) 3 (3)(a) 3	84 339	82 Part 44 Part	Part marked "O" on Deposited Plan 26412 Part marked "P" on Deposited Plan 26412
(b) (c) (		124 Part 168 Part	Part marked "Q" on Deposited Plan 26412 Part marked "R" on Deposited Plan 26412
(d)	84	82 Part	Parts marked "S", "E", "U", "I", "K" and "O" on Deposited Plan 26412
(e) 4 (f) 7		118 Part 1456 Part	Parts marked "F", "T", "J", "L" and "N" on Deposited Plan 26412 Part marked "M" on Deposited Plan 26412
1.		Rights and Powers A	Applying to Right of Way Easement:
(	(a)	Those implied in righ	hts of way by the Land Transfer Act 1952.
(	(b)	Those implied in ease and Powers provision	ements of vehicular access by the Property Law Act 1952 subject to clause 1(c) below of this Righ n.
-	(c)	shown "A" to "H" (i commencement of thi share in the costs of r lighter domestic vehi- of the part of the ac- for the maintenance a to reimbursement fro the extent or type (e.	be liable for maintaining any existing accessways which may be located on the flat part of the Lar (inclusive) the subject of the Right of Way ("Flat Part") to the same condition they were in at this grant of right of way, and for monitoring usage by the parties using such Flat Part. The parties shat maintenance of such Flat Part in accordance with the extent or type (e.g. heavy vehicles as again icles) of use that each makes of such Flat Part. However, as the Transferee is principally the usages way located on the hill from "H" to "O" (inclusive) ("Hill Part"), it shall be pricipally liab and costs thereof of such Hill Part PROVIDED HOWEVER THAT the Transferee shall be entitled any other users of such Hill Part of the costs of maintenance of such Hill Part in accordance wing, heavy vehicles as against lighter domestic vehicles) of use that each user makes of such Hill Part by a CRTHER THAT the Transferor shall be responsible for monitoring the use of such Hill Part by a
	Righ		ing to Right to Convey Telecommunications:
			and unrestricted right, liberty and privilege for the Transferee and its tenants, servants, contractor and workmen to enter onto the Land and:
ene.	a)	To construct, maintain receiving and transmi	in, repair, renew, upgrade, replace and operate from the part of the Land the subject of this easement ission antennae and equipment, cabling, power connection, spanning and other works for the reception fradio signals required in the course of the provision of telecommunications services, as an Lease.
.e ( it	(b)	To transmit, convey	or lead telecommunications along, to or from the part of the Land the subject of this easement.
3. I	Righ	ts and Powers Applyin	ing to Right to Convey Electric Power:
(		The full free uninterrupt agents, co-users, license easement.	oted and unrestricted right, liberty and privilege for the Transferee and its tenants, servants, contractor ees and workmen to transmit, convey or lead electricity along the part of the Land the subject of th
4.	Rigi	nts and Powers Applyi	ing to both the Right to Convey Electric Power and the Right to Convey Telecommunication
!	(a)	The full, free, uninter contractors, agents, co-	rrupted and unrestricted right, liberty and privilege for the Transferee and its tenants, servant- -users, licensees and workmen to enter onto the Land:
		exure Schedule is use nust put their signature	ed as an expansion of an instrument, all signing parties and either their witnesses or their es or initials here.
/-		WAN. DS	H The
	l	, u v 1 v . (V)	11 ( TIPL )

Document Ref: 196432:JCT

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

**TRANSFER** 

Land Transfer Act 1952

180/655

### Law Firm Acting

**RUDD WATTS & STONE** 

Solicitors F O Box 3798 AUCKLAND

Telephone 309-4863 Facsimile 379-3326

Attention: J C Tan

Auckland District Law Society

<u>တ</u>

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ALATO BA

Document Ref: 196432:JCT



## **EASEMENT CERTIFICATE**

Utago Land Registry Offic		Otago	. Land Registry Offic
---------------------------	--	-------	-----------------------

(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 proprietosof 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'

	· · - ·			
		SERVIEN	T TENEMENT	Dominant Tenement
C.T. Ref.  Nature of Easement (e.g. Right of Way etc.)	Lot No. or other Legal Description	Identification of Part Subject to Easement	Lot No. or other Legal Description	
18C/216	RIGHT OF WAY	LOT 3	PART-MARKED II	PART SECTION 21 BLOCK VIII 180/2/8
				, ,
	; ;			

- 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	r. 19 <b>98</b>
Signed by the above-named WILLIAM ALAN HAMILTON and DOROTHY GWENDOLINE HAMILTON in the presence of JO Mactiful Witness:  Occupation: Refired	D PHamillon
Address: 67 Devon St ARP	correct for the n

Correct for the purposes of the Land Transfer Act

Solicitor for the Registered Proprietor

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.

DG Hamilton JO Wortm 6.54

R

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

· · ·

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 OTAGOS

ASST. LAND REGISTRARS

ASST. LAND REGISTRARS

ASW ZEALMING

ANDERSON LLOYD SOLICITORS QUEENSTOWN



SCHEDULE 'C' . . .

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



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 37413, 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) Conformation 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

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

I/We

WILLIAM ALAN HAMILTON AND DOROTHY GWENDOLINE HAMILTON BOTH OF QUEENSTOWN, FARMERS

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 on the day of under No. 300661 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE

			300661	
	Servie	nt Tenement	** *	Title
Nature of Easement (e.g., Right of Way, etc.)	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement	Dominant Tenement Lot No.(s) or other Legal Description	Reference
Right of Way and Right to Convey Water,	Lot 6	А	Lots 1 & 2	3322 3320
to Convey Water, Electricity and Telecommunications	Lot 7	В	Lots 1 & 2 Lots 1 & 2	3325 3324
relecontinunications	Lot 8	С	LOIS 1 & Z	3324
Right to Convey Water	Lot 10 Lot 11	D E		
	Lot 11 Lot 5	E <sub>1</sub>	Pt Lot 1 DP 23630	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:
  - 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:
  - 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:
- The terms, conditions, covenants and restrictions in this document shall bind the successors in title of the 2.1 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 HAM	•	N Hance Oli-	
in the presence of  Witness  Occupation PHILLIP GEOF  Address QUEENS	RGE WILSON.	gHami	llow

oses of the Land Transfer Act 1952

(Solicitor for) the registered proprietor:

# **EASEMENT** CERTIFICATE

Land Transfer Act 1952

La	aw Fir	m Act	ing	

Auckland District Law Society

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## 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 Q U E E N S T O W N



- (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 AUCECAND) this 2	7 TT day of Septence 2006
Signed by:	in the presence of:
Signature of Authorised Officer	Signature of Witness
CALLEETTUS SELLII ECC	
Name and Designation of Authorised Officer (print)	Name of witness (print)
For and on behalf of Her Majesty the Queen and acting	DARREN CONSTABLE
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)  COSTONET SetVICE Fet.
	Address of Witness (print)

	Compensation Certificate No:
	····
	Particulars entered in the Register Book,
	Volume OT7D Folio 1456
	the day of 2006
	at o'clock.
	at U 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
	loitu te whenua
_	
Correct for the purpose of the Land Transfer Act.	
Authorised Officer	

Priority Order ASSOCIATED FIRM: Land Information New Zealand Lodgement Form Uplifting Box Number: Landonline User ID: propertygna w Client Code / Ref: CPc/-4/10151 Φ) Ų, 4 N LODGING FIRM: The Property Group GST Registered Number 17-022-895 Fees Receipt and Tax Invoice OT7D/1456 Address: DX MP70014 LINZ Form P005 CT Ref: NAPIER (Ph 06 8341 232) Attn: Gina Pomana Type of Instrument င္ပ Hamilton to HMQ Original Signatures? Rescu Names of Parties DOCUMENT OR SURVEY FEES Annotations (LINZ use only) Traverse Sheets (#) Survey Plan (#) Caic Sheets (#) Field Notes (#) Survey Report Title Plan (#) HEREWITH 0.00 Other (state) MULTI-TITLE FEES Plan Number Pre-Allocated or Rejected Dealing Number: Dealing /SUD Number: (LINZ Use only) Priority Barcode/Date Stamp (LINZ use only) NOTICES to be Deposited: ADVERTISING Less Fees paid on Dealing # NEW TITLES Cash/Cheque enclosed for OTHER Subtotal (for this page) Total for this dealing PRIORITY FEE GST INCLUSIVE \$0.00 \$0.00

LINZ Form P005 - PDF

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 9271861.7 Registered 25 February 2013 10:27 Jack, Andrew Bryce Easement Instrument



Affected Computer Registers	Land District		
23 Otago			
Annexure Schedule: Contains 9	Pages.		
Grantor Certifications			
I certify that I have the authority lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V	
I certify that I have taken reasonal instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V	
I certify that any statutory provis or do not apply	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 Caveator under Caveat 7194727.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent			
I certify that the Mortgagee under Mortgage 860755.2 has consented to this transaction and I hold that consent			
Signature Signed by Andrew Bryce Jack as	Grantor Representative on 25/02/2013 10:21 AM		
<b>Grantee Certifications</b>			
I certify that I have the authority lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V	
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 show prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V	
Signature			
Signed by Andrew Bryce Jack as	Grantee Representative on 25/02/2013 10:22 AM		

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

Annexure Schedule: Page:1 of 9

Form B

Grantor

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

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

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

**Annexure Schedule:** Page:2 of 9

Form B - continued	
Easements or profits à prendre	rights and powers (including terms, covenants and conditions)
Delete phrases in [] and insert memo	randum number as required; continue in additional Annexure Schedule, if required
Unless otherwise provided below by the Land Transfer Regulation	v, the rights and powers implied in specified classes of easement are those prescribed s 2002 and/or Schedule Five of the Property Law Act 2007
The implied rights and powers a	re hereby [varied] {negatived} [added to] or {substituted] by:
(Memorandum number	, registered under section 155A of the Land Transfer Act 1952]
[the provisions set out in Annexu	re Schedule 1 ]

**Annexure Schedule:** Page:3 of 9

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

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.

**Annexure Schedule:** Page:4 of 9

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:

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;

**Annexure Schedule:** Page: 5 of 9

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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

**Annexure Schedule:** Page:6 of 9

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, it if one cannot be agreed writing 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

**Annexure Schedule:** Page: 7 of 9

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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, 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.

Annexure Schedule: Page:8 of 9

Form L	
Annexure Schedule	Page 6 of 7 Pages
Insert instrument type	
Easement	

Continue in additional Annexure Schedule, if required

- the Easement Area is located in an area that may be susceptible to natural (b) erosion and the Grantor is not responsible and is not required to take any action in respect of such erosion to the Easement Area.
- 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 (c) Land to access the Easement Area).
- it will immediately make good and repair (at its cost) any damage caused to the (d) Grantor's Land from the Grantee exercising it rights under this instrument.
- that the Easement Area is a Trail and is excluded from the definition of Public (e) 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.
- that the Grantor has no liability resulting from the use of the Easement Area by (g) the general public.

#### 13. Conflict

Where there is a conflict between the provisions of this instrument, the Fourth Schedule to 13.1 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

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 15.1

**Annexure Schedule:** Page:9 of 9

Form L	
Annex	ure Schedule Page 7 of 7 Pages
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	Continue in additional Annexure Schedule, if required
	money, costs, charges and expenses to which the Grantor shall or may be liable 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 Grantor.
15.2	Subject to the Grantor complying with clause 5 thereof the Grantee shall indemnify Grantor in respect of any claim loss or liability in respect of the use of the Easement A or as a result of the Grantor entering into this Instrument.

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By 11334462.3 Registered 19 March 2019 16:36 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 \*\*\*

**Annexure Schedule:** Page:1 of 6

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.

1

**Annexure Schedule:** Page: 2 of 6

#### **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**

**Annexure Schedule:** Page: 3 of 6

- 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-wilding species (wilding 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. Wilding 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;
  - 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 600m<sup>2</sup>.

#### **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

**Annexure Schedule:** Page:4 of 6

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

**Annexure Schedule:** Page: 5 of 6

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.

**Annexure Schedule:** Page:6 of 6

I) 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 14 day of December 201

SIGNED for and on behalf of

**QUEENSTOWN LAKES DISTRICT** 

**<u>COUNCIL</u>** under delegated authority by its Team Leader, Subdivision & Property

Elizabeth Jane Simpson

## **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type 11334462.5 Registered 19 March 2019 16:36 Arnott, Leilani Floris 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 lodge this instrument	to act for the Grantor and that the party has the legal capacity to authorise me to	V
I certify that I have taken reasonainstrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	ions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence shorprescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
I certify that the Mortgagee under	er Mortgage 860755.2 has consented to this transaction and I hold that consent	V
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 lodge this instrument	to act for the Grantee and that the party has the legal capacity to authorise me to	V
I certify that I have taken reasons instrument	able steps to confirm the identity of the person who gave me authority to lodge this	V
I certify that any statutory provis or do not apply	ions specified by the Registrar for this class of instrument have been complied with	V
I certify that I hold evidence show prescribed period	wing the truth of the certifications I have given and will retain that evidence for the	V
Signature		
Signed by Leilani Floris Arnott as	Grantee Representative on 19/03/2019 11:53 AM	

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

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Dated 02/05/2019 10:18 am

Annexure Schedule: Page: 1 of 4

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 1/2 share

William Alan Hamilton as to a 1/2 share as Executor

#### Grantee

William Alan Hamilton as to a 1/2 share

William Alan Hamilton as to a 1/2 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

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
		(1000)	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

Annexure Schedule: Page:2 of 4

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

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
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	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 PERSON NAMED IN COLUMN SECTION AND PARTY OF SECTION AND PARTY OF SECTION AND PARTY OF SECTION AND PARTY OF SECTION AND SEC	[the provisions set out in Annexure Schedule ]

22.00	×225	A 42

#### ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

(Regulation 6 Land Transfer Regulations 2018)

erson giving consent Surname must be underlined		Capacity and Interest of eg. Mortgagee under Morta	reison giving consen
Bank of New Zealand		Mortgagse under Mortgage i	
onsent elete words in [ ] If inconsistent tate full details of the matter for	with the consent	ed	ø
Without prejudice to the rights	**************************************		ving consent,]
the Person giving consent he	reby consents to:		₩.
Registration of the following inst	ruments:		
convey water, right to cor	ivev water, right of wav	lectricity and telecommunication and right to convey electricity in on as to a 1/2 share as Executor	m former of William Alam
/ /	M442 1 2	019	
Dated this / T / day of		019 esence by the Person giving	CORSON
			consent
itestation		esence by the Person giving	consent
testation  NED for one of balast of NEW OF NEW TONIAND	Signed in my pr	esence by the Person giving	
SNED for one on behalf of NK OF NEW YORK AND	Signed in my pr	esence by the Person giving	
testation	Signed in my pr Signature of With Witness to compl	esence by the Person giving	

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.

Annexure Schedule: Page:4 of 4



## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

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

- That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
- 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



### **View Instrument Details**



Instrument No Status Date & Time Lodged Lodged By Instrument Type

11729904.5 Registered 03 June 2020 16:16 Arnott, Leilani Floris Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



**Affected Records of Title Land District** 946040 Otago 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  $\sqrt{\phantom{a}}$ this instrument I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied  $\sqrt{\phantom{a}}$ 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  $\square$ 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  $\checkmark$ 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  $\square$ the prescribed period Signature Signed by Michelle Rose Needham as Covenantee Representative on 03/06/2020 09:33 AM

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

Annexure Schedule: Page:1 of 4

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

Annexure Schedule: Page:2 of 4

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 cov	venants are those set out in:
{Memorandum number	, registered under section 209 of the Land Transfer Act 2017].
Annexure Schedule 1	

**Annexure Schedule:** Page: 3 of 4

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

#### Annexure Schedule 1

### **Background**

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.

Annexure Schedule: Page:4 of 4

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 Status Date & Time Lodged Lodged By Instrument Type 11729995.3 Registered 29 April 2020 15:04 Needham, Michelle Rose Easement Instrument



Affected Records of Title	Land District	
694044	Otago	
Annexure Schedule Contains	s 2 Pages.	
<b>Grantor Certifications</b>		
I certify that I have the authori lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to	Ø
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø
I certify that I hold evidence shape the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	
<b>Signature</b> Signed by Michelle Rose Need	ham as Grantor Representative on 29/04/2020 02:58 PM	
<b>Grantee Certifications</b>		
I certify that I have the authorical lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	
I certify that I have taken reasonable this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory prov with or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø
I certify that I hold evidence shape the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	Ø
Signature		
Signed by Victor Ross Alexand	ler Bedford as Grantee Representative on 23/04/2020 02:04 PM	
	*** End of Report ***	

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**Annexure Schedule:** Page:1 of 2

Easement instrument to grant easement or profit à prendre	
(Section 109 Land Transfer Act 2017)	
rantor	
Queenstown Lakes District Council	
rantee	
Vodafone New Zealand Limited	

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 Shown (plan reference) Burdened Land Benefited Land Externel to profit (Record of Title) (Record of Title)

Purpose (Nature and extent) of Easement or <i>profit</i>	Shown (plan reference)	(Record of Title)	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

Grant of Easement or Profit à prendre

Annexure Schedule: Page: 2 of 2

Form B -	continued
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## 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] [negatived] [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 Status Date & Time Lodged Lodged By Instrument Type 11729995.4 Registered 29 April 2020 15:04 Needham, Michelle Rose Easement Instrument



Affected Records of Title	Land District	
694045	Otago	
694047	Otago	
694048	Otago	
Annexure Schedule Contains	s 8 Pages.	
<b>Grantor Certifications</b>		
I certify that I have the author lodge this instrument	ity to act for the Grantor and that the party has the legal capacity to authorise me to	$\square$
I certify that I have taken reas this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory prowith or do not apply	visions specified by the Registrar for this class of instrument have been complied	Ø
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 Need	lham as Grantor Representative on 29/04/2020 02:58 PM	
<b>Grantee Certifications</b>		
I certify that I have the author lodge this instrument	ity to act for the Grantee and that the party has the legal capacity to authorise me to	Ø
I certify that I have taken reas this instrument	onable steps to confirm the identity of the person who gave me authority to lodge	Ø
I certify that any statutory prowith or do not apply	visions specified by the Registrar for this class of instrument have been complied	☑
I certify that I hold evidence s the prescribed period	howing the truth of the certifications I have given and will retain that evidence for	Ø
Signature		
Signed by Michelle Rose Need	lham as Grantee Representative on 29/04/2020 02:58 PM	
	*** End of Report ***	

**Annexure Schedule:** Page:1 of 8

Form B		

## Easement instrument to grant easement or profit à prendre

(Section 109 Land Transfer Act 2017)

(Section 10) Editer Hunster Net 2017)
Grantor
Queenstown Lakes District Council

## Queenstown Lakes District Council

Grantee

### 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

Scriedule A	Con	ппие т адатопа: Аппехиге	Scheaue, if requirea
Purpose (Nature and extent) of	Shown (plan reference)	Burdened Land	Benefited Land
Easement or profit		(Record of Title)	(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)	

Annexure Schedule: Page:2 of 8

Form B - c	continued			

## Easements or $profits \ \hat{a} \ prendre$ 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] [negatived] [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:** Page:3 of 8

### 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 Oueenstown 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, it if one cannot be agreed writing 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.

Annexure Schedule: Page:7 of 8

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

**Annexure Schedule:** Page:8 of 8

- 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 it 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 Status Date & Time Lodged Lodged By Instrument Type 11729995.6 Registered 29 April 2020 15:04 Needham, Michelle Rose Easement Instrument



Affected Records of Title	Land District		
694044	Otago		
Annexure Schedule Contains	3 Pages.		
<b>Grantor Certifications</b>			
I certify that I have the authorit lodge this instrument	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			
<b>Signature</b> Signed by Michelle Rose Needle	nam as Grantor Representative on 29/04/2020 02:58 PM		
<b>Grantee Certifications</b>			
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 $\Box$			
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			
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 Needle	ham as Grantee Representative on 29/04/2020 02:58 PM		
	*** End of Report ***		

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Annexure Schedule: Page:1 of 3

## Easement instrument to grant easement or profit à prendre

(Section 109 Land Transfer Act 2017)

(00000011100 = 0011011110101111011111)		
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

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 to Convey Water	B, C and D on SO Plan 478164	Section 1 SO Plan 478164 (RT 694044)	In Gross

**Annexure Schedule:** Page: 2 of 3

## Easements or $profits \ \hat{a} \ prendre \ rights$ 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 [negatived] added to er [substituted] by:
[Memorandum number , registered under section 209 of the Land Transfer Act 2017]
the provisions set out in Annexure Schedule 1

**Annexure Schedule:** Page:3 of 3

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:
  - 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

<b>Affected Records of Title</b>	<b>Land District</b>
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

### **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  $\overline{V}$ 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 **V** 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 **V** 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

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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 \*\*\*

Client Reference: Morven Ferry Limited, 289941-16 © Copyright: Land Information New Zealand

**Annexure Schedule:** Page:1 of 5

### 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 <u>underlined</u> 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).

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

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

to vendite rights and powers (including terms, to vendite and conditions)			
Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required			
The provisions applying to the spec	ified covenants are t	chose set out in:	
[Memorandum number		, registered under section 209 of the Land Transfer Act 2017.]	
[		, ropoter ou ander section 200 of the Land Hanster rice 2017.	
[Annexure Schedule	].		



**Annexure Schedule:** Page:2 of 5

### 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:

- 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.

**Annexure Schedule:** Page:3 of 5

**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
  - 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 ail 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

A.

**Annexure Schedule:** Page:4 of 5

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

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

- 3.1 The Covenantor covenants and agrees with the Covenantee 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) Covenantee;or
  - (b) Any nominee of the Covenantee, (nominated as such in writing) ("Nominee"),
  - in respect to Approved Activities being undertaken on any part of the Benefited Land.
- 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 Covenantee 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 Covenantee and/or any Nominee.
- 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 Covenantee; 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.
- 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

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.

Jan Jan

835520

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

AND

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.

### Owners

## William Alan Hamilton of Queenstown, Farmer and Dorothy of Queenstown, Housewife

## William Alan Hamilton of Queenstown, Farmer and Dorothy Gwendoline Hamilton his wife

William Alan Hamilton of Queenstown, Farmer and Dorothy Gwendoline Hamilton of Queenstown, Housewife

## Description of Owner's land

## Sections 23 and 66 Block VIII Shotover District containing 20.2343ha and described in Certificate of Title 314/124 Gwendoline Hamilton (Otago Land Registry) Estate - Fee Simple

Section 71 Block VIII Shotover District containing 10.1171ha and described in Certificate of Title 57/168/(Otago Land Registry) Estate - Fee Simple /

Section 84 Block VIII Shotover District containing 21.4483ha/ and described in Certificate of Title 77/113/(Otago Land Registry) Estate - Fee Simple

### Easement

Right to Convey Water marked "FK", "FL" and "FM" on attached easement plan /

Right to Convey Water marked "FN" on attached easement plan

Right to Convey Water marked "FO" on attached easement plan

William Alan Hamilton of and Dorothy Gwendoline Hamilton of Oueenstown, Housewife

Sections /21, 24, 25, 35 and 69 Block VIII containing 79.4474ha Water marked Queenstown, Farmer | and described in Certificate of Title 339/44 (Otago Land Registry) Estate - Fee Simple

Right to Convey "FP", "FQ", "FR", "FS", "FT" and "FU" on attached 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.
  - To monitor and control its waterflows and the water source (b) flows and to carry out viewing, surveillance and monitoring of its water supply works on the land.
  - To enter the owners land and to have access across the (c) 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.

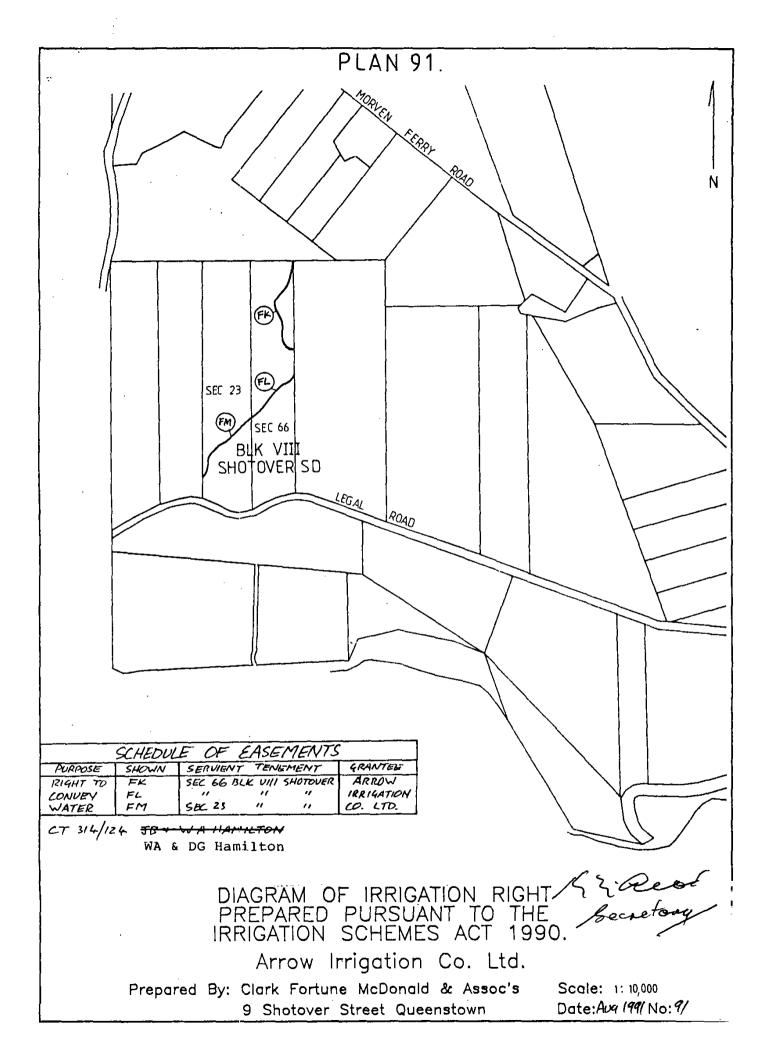
DATED this 10th day of November

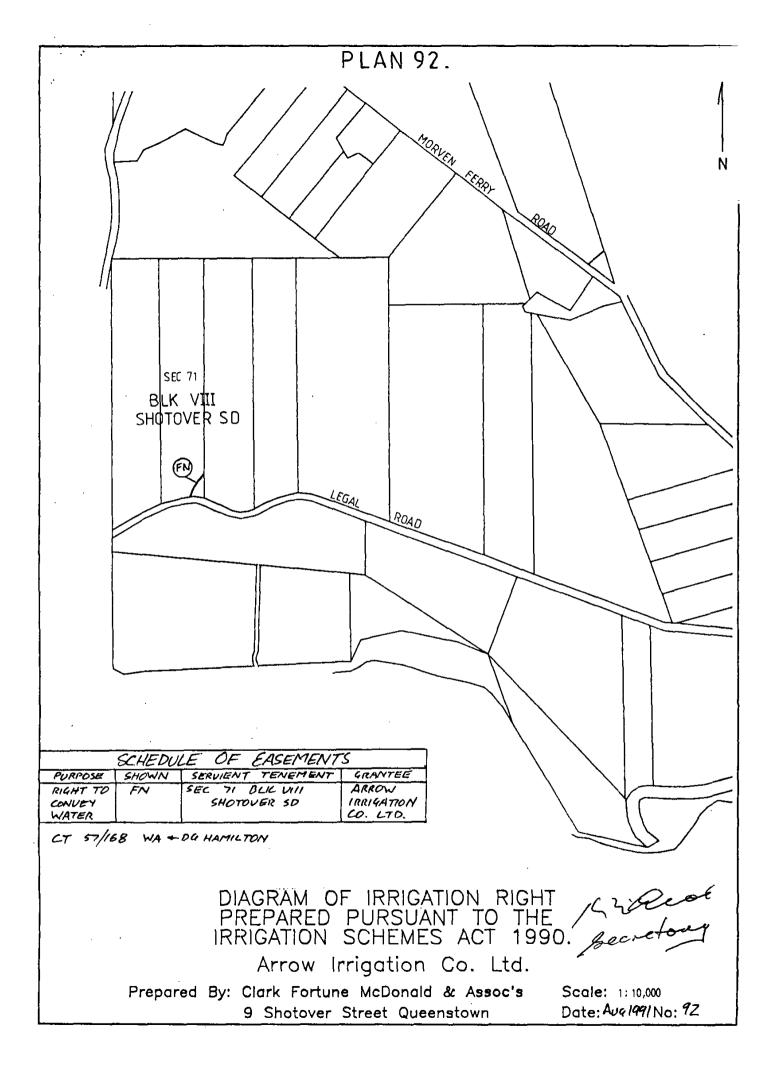
SIGNED by the ARROW IRRIGATION ) COMPANY LIMITED by the affixing ) of its common seal in the presence of:

JON COMPAN, The Common êcal

, WA Hamille. D.G. Hamillon. SIGNED by WILLIAM ALAN HAMILTON and DOROTHY GWENDOLINE HAMILTON as Landowner in the presence of: )

COMMANY DIRECTOR AMOUNTOWN.





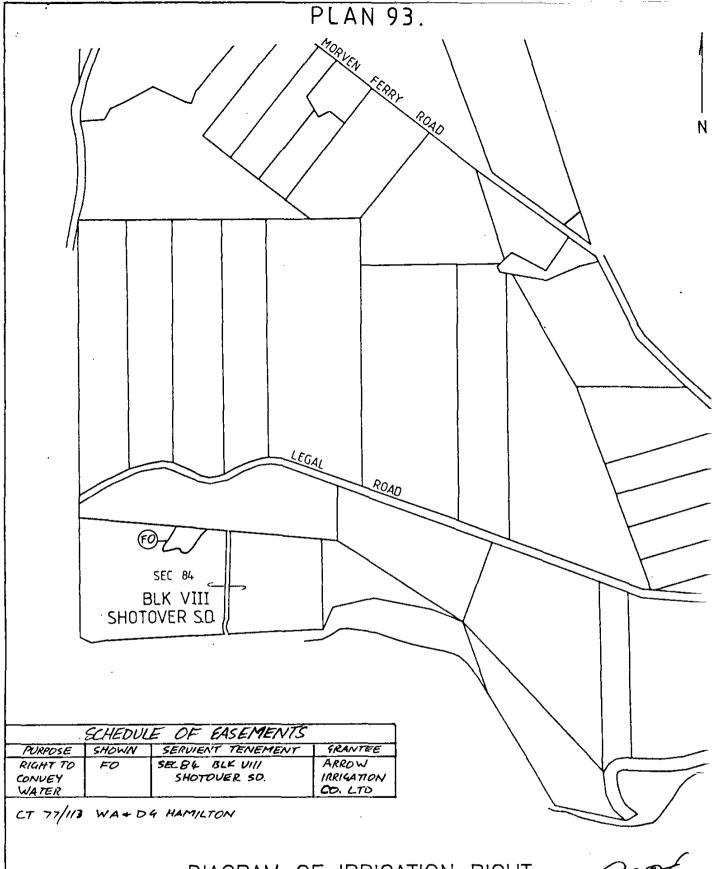


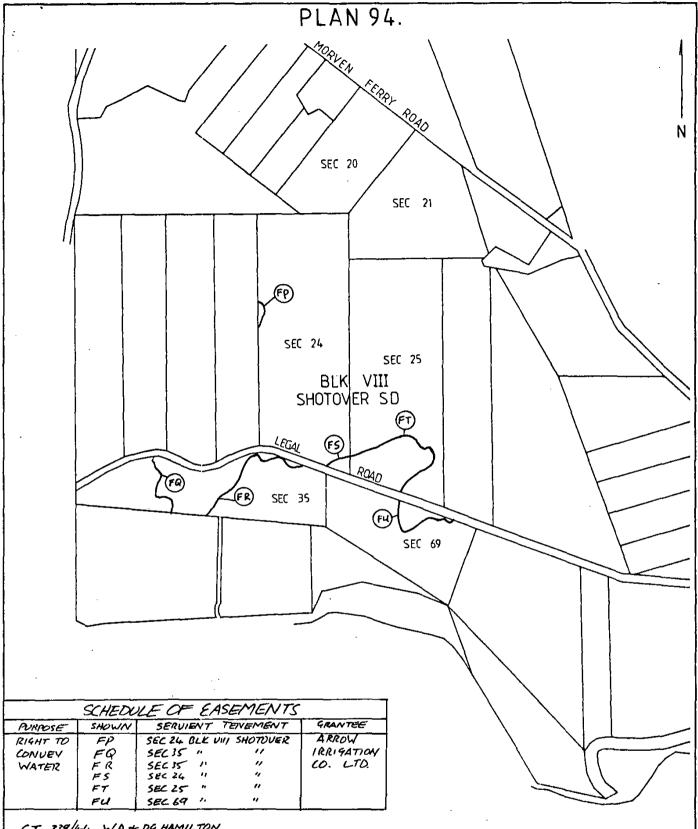
DIAGRAM OF IRRIGATION RIGHT A Decol PREPARED PURSUANT TO THE RIGHT IRRIGATION SCHEMES ACT 1990. Becautory

Arrow Irrigation Co. Ltd.

Prepared By: Clark Fortune McDonald & Assoc's

9 Shotover Street Queenstown

Scale: 1:10,000 Date: Ava 1991 No: 93



CT 339/44 WA + DG HAMILTON

DIAGRAM OF IRRIGATION RIGHT 1 2000 PREPARED PURSUANT TO THE IRRIGATION SCHEMES ACT 1990. Because

Arrow Irrigation Co. Ltd.

Prepared By: Clark Fortune McDonald & Assoc's

9 Shotover Street Queenstown

Scale: 1:10,000 Date: Av4 199/ No: 94

## INSTRUMENT OF TRANSFER OF EASEMENTS IN GROSS FOR IRRIGATION WORKS

Correct for the purposes of the Land Transfer Act w/

Solicitor for the Registered Proprietor(s)

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

ARS ENTERED IN REGISTER STRY OTAGO

O REGISTRAR

1) 1113

1) 113

CHECKETTS MCKAY LAWYERS RAL OTAGO

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**(**©

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