



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **929491**
Land Registration District **Otago**
Date Issued 12 March 2020

Prior References

874550 908712 908714

Estate Fee Simple
Area 32.4032 hectares more or less
Legal Description Lot 4 Deposited Plan 540788
Registered Owners
Waterfall Park Developments Limited

Interests

Appurtenant to part formerly Section 47 Block VII Shotover Survey District are water and water race rights created by Transfer 49744 - 14.1.1910 at 12:00 pm

Appurtenant to parts formerly Part Lot 3 DP 5737 and Lot 3 DP 532417 is a right of way specified in Easement Certificate 585936.1 - 15.11.1982 at 10:33 am

The easement specified in Easement Certificate 585936.1 is subject to Section 309 (1) (a) Local Government Act 1974

Appurtenant to part formerly Lot 1 DP 23038 is a right to convey power and a telephone easement specified in Easement Certificate 702348.2 - 16.5.1988 at 9:18 am

Appurtenant to part formerly Lot 1 DP 23038 is a right of way specified in Easement Certificate 816965.4 - 28.10.1992 at 10:05 am

878331.2 Transfer surrendering the easement specified in Easement Certificate 585936.1 as to Lots 1, 2, 3, 4, 5, 6, 7 and 8 DP 23930 (CT OT15D/232) - 20.3.1995 at 9:11 am

Subject to a right to convey water, electricity and telecom marked S, T and U and a right to draw water and to install bore and pumps over part marked V on DP 540788 created by Transfer 5079285.7 - 5.9.2001 at 9:03 am

Subject to a right to convey water over part marked X on DP 540788 created by Easement Instrument 8663856.1 - 11.5.2011 at 1:37 pm

Subject to a right of way (Pedestrian and Cycle Way) (in gross) over part marked P, Q and R on DP 540788 in favour of Queenstown Lakes District Council created by Easement Instrument 9271663.1 - 25.2.2013 at 10:11 am

Land Covenant in Easement Instrument 10742425.1 - 7.4.2017 at 3:55 pm (Limited as to duration) (affects parts formerly Lot 1 DP 18109, Part Lot 3 DP 5737 and Lots 2 and 3 DP 532417)

10810013.5 Surrender of the easements created by Easement Instrument 585936.1 as appurtenant to part formerly Lot 3 DP 5737 contained in Lot 1 DP 23038 - 22.6.2017 at 9:22 am

Land Covenant in Easement Instrument 10984297.2 - 11.12.2017 at 9:16 am

11112238.1 Variation of the conditions of the Land Covenant in Easement Instrument 10984297.2 - 31.5.2018 at 9:55 am

11494440.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.7.2019 at 1:22 pm

Land Covenant in Covenant Instrument 11547991.6 - 20.12.2019 at 3:05 pm

Land Covenant in Covenant Instrument 11547991.7 - 20.12.2019 at 3:05 pm

Land Covenant in Covenant Instrument 11547991.8 - 20.12.2019 at 3:05 pm

Land Covenant (in gross) in favour of Queenstown Lakes District Council created by Covenant Instrument 11737981.1 - 13.5.2020 at 9:50 am

Subject to a right (in gross) to convey electricity over part marked A, B, F, J and Q and a right (in gross) to transform electricity over part marked B all on DP 556161 in favour of Aurora Energy Limited created by Easement Instrument 11940062.3 - 6.5.2021 at 3:16 pm

Subject to a right (in gross) to convey telecommunications over part marked F, Q and R on DP 556161 in favour of Chorus New Zealand Limited created by Easement Instrument 11940062.4 - 6.5.2021 at 3:16 pm

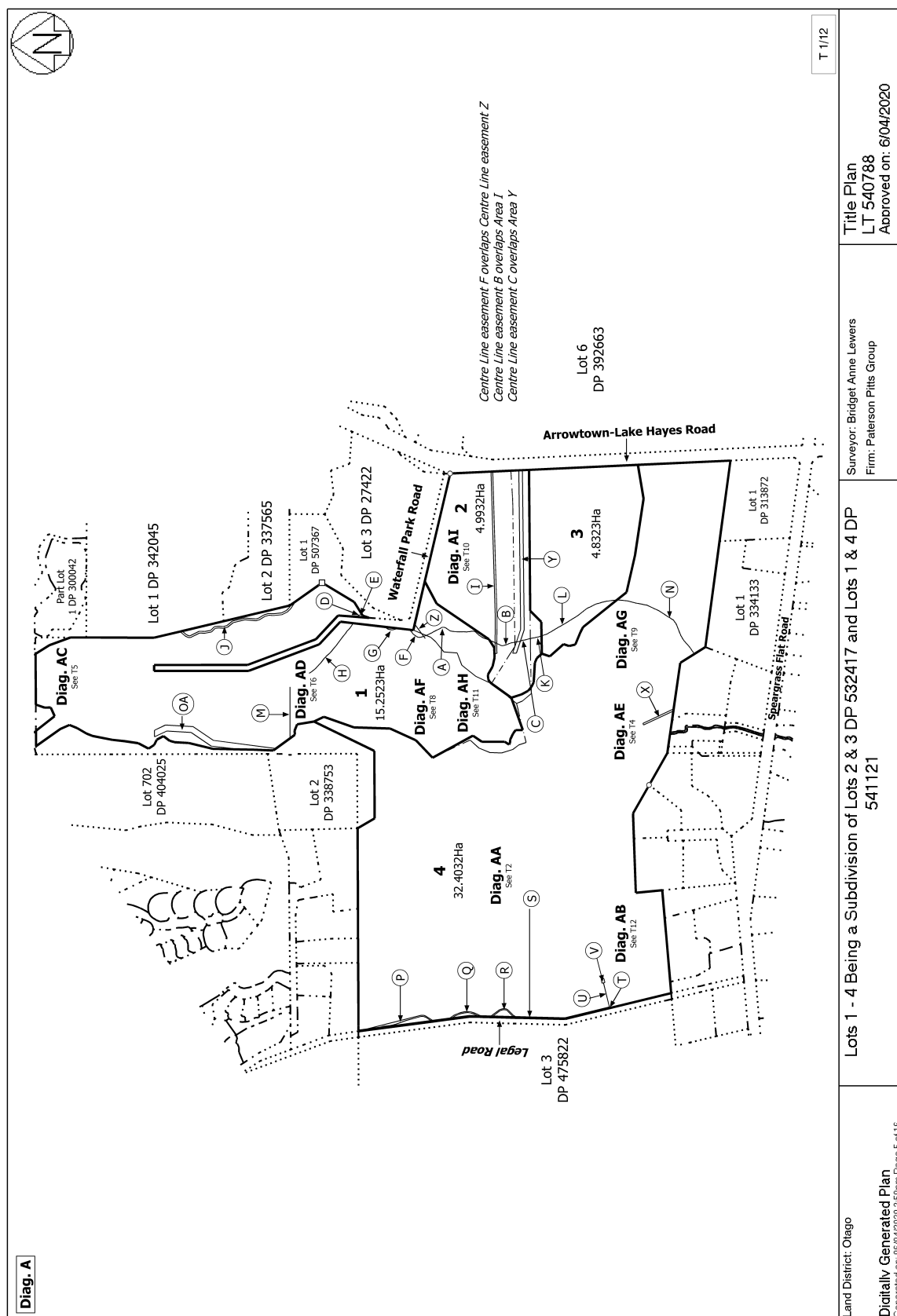
11940062.5 Covenant pursuant to Section 108(2)(d) Resource Management Act 1991 - 6.5.2021 at 3:16 pm

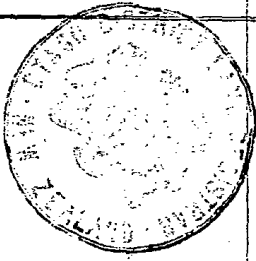
Land Covenant in Covenant Instrument 12484826.1 - 5.7.2022 at 3:17 pm

Subject to a right (in gross) of way over part marked A and D and a right of way (pedestrian and cycle way) over part marked B and E and an open space easement over part marked K and L all on DP 592019 in favour of Queenstown Lakes District Council created by Easement Instrument 12927755.2 - 28.2.2024 at 2:14 pm

Appurtenant hereto is a right to drain water created by Easement Instrument 12927755.3 - 28.2.2024 at 2:14 pm

Land Covenant in Covenant Instrument 13089412.1 affects part marked M, N, O, P and Q on DP 607902 - 29.8.2024 at 8:44 am





[C No. 6.]

100-49744 TE

[New Zealand]

MEMORANDUM OF TRANSFER.

I THOMAS McENTYRE of Arrow District in the Provincial District of Otago New Zealand Farmer ~~being registered~~ being registered as the proprietor of an estate in fee simple _____ subject however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or indorsed hereon, in all that piece of land situated in the District _____ of Shotover _____, containing³ by admeasurement Eight (8) acres and one (1) rood _____ be the same a little more or less being Section Eighty one (81) Block Seven (VII) on the map of the said District and being part of the land comprised and described in Certificate of Title entered on the Register Book at Dunedin Volume 55, folio 231 IN CONSIDERATION of the sum of THIRTEEN POUNDS (£13) paid to me by WILLIAM PATERSON of Ayrburn near Arrowtown aforesaid Farmer (the receipt of which sum I hereby acknowledge) DO HEREBY as far as I lawfully can or may but not further or otherwise irrevocably grant unto the said William Paterson his executors ----- administrators and assigns owner or owners for the time being of freehold Section Sixty nine (69) Block Seven (VII) District of Shotover and Section Forty seven (47) Block Seven (VII) District of Shotover (which last mentioned section is part of the land comprised and described in Certificate of Title entered on the Register Book at Dunedin Volume 129 folio 244) and all parts thereof for the use and benefit of himself and themselves respectively owner and owners as aforesaid and his and their respective tenants the right to take and divert water from Hayes Creek in Block Seven (VII) Shotover District which creek runs through said Section Eighty one (81) that is to say ten sluice heads of water (one sluice head of water being a stream of water capable of discharging sixty cubic feet of water per minute) The head of the race carrying the said water being in Hayes Creek in Section Sixty nine (69) Block Seven (VII) Shotover District the property of the said William Paterson and the part of the race through said Section Sixty nine (69) Block Seven (VII) being described as follows: Commencing at a point marked "A" 147'6 links east from the north west corner of said Section Eighty one (81) thence in a

In consideration of the sum of _____

1 Here state nature of the estate or interest.

2 District town or township.

3 Here state the area, exclusive of roads intersecting the same, if any.

4 Here state rights of way, privileges, or easements, if any, intended to be conveyed; and if the land to be dealt with contains all that is included in an existing grant or certificate, refer thereto for description of parcels and diagrams; otherwise, set forth the boundaries in chains, or links, and refer to the plan delineated on the margin or annexed to the instrument or deposited in the Registry Office.

N. 60

for a.c.



Witness to the signature of Thomas McEntyre:

Wesley Dunlop

Solicitor

Greenstone Blago

Witness to the signature of William Paterson:

Wesley Dunlop

Solicitor

Greenstone Blago

Thomas McEntyre

paid to _____ by *W.D.*

W. Paterson

the receipt of which sum _____ hereby acknowledge

[Approved by the District Land Registrar, Dunedin.]

do hereby transfer to the said

5 Or a lesser estate or
interest, describing such
lesser estate.

all estate ^{or} ~~and~~ interest in the said piece of land

W.D.

In witness whereof have hereunto subscribed name this
day of One thousand nine hundred and

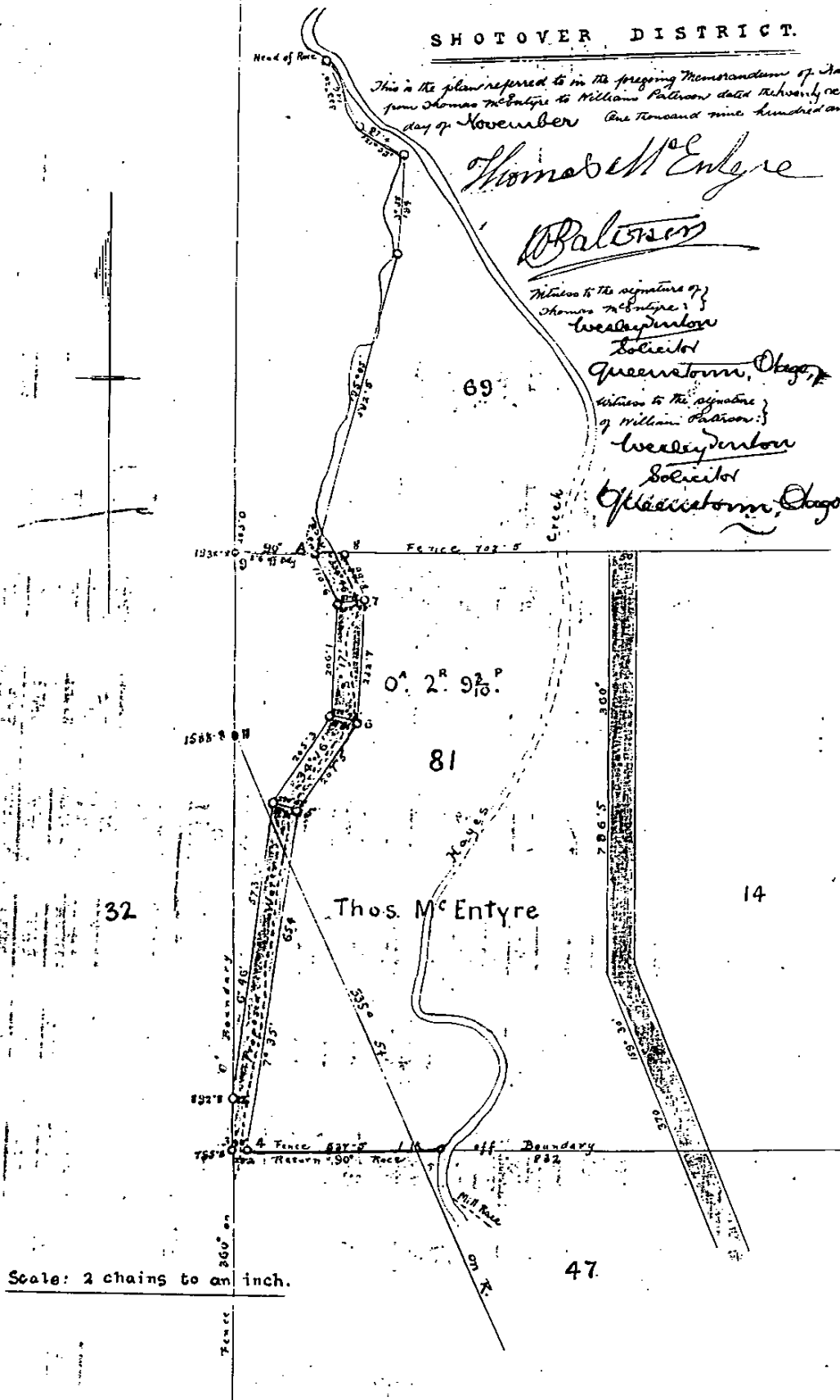
Signed on the day above named by the said

in the presence of

SHOT OVER DISTRICT.

Thomas M. Engle
Baltimore

Witness to the signature
of William Patterson.
Wesley Denton
Solicitor
of Charleston, S.C.



north easterly direction 786'5 links thence north west 243'4 links to the head or point of diversion of the race in Hayes Creek as shewn by traverse lines in the margin of the plan of Charles Coburn Ware ----- Licensed Surveyor (the correctness of which he declared to at ----- Queenstown on the third day of July 1909 before M. J. Gavin Justice of the Peace) and also shewn in the plan annexed hereto. The race ----- carrying the said water after going through said Section Eighty one (81) goes through said Section Forty seven (47) and terminates in Hayes Creek aforesaid the termination of the race through said section Forty seven (47) being described as follows: From a point 29'2 links East from the south west corner of the said Section Eighty one (81) thence east 90° distance 537'5 links to Hayes Creek aforesaid as also shewn in the said plan of the said Charles Coburn Ware and in the plan annexed hereto --- AND I ALSO DO hereby irrevocably grant to the said William Paterson his executors administrators and assigns owner or owners for the time being of said Sections Sixty nine (69) and Forty seven (47) and all parts --- thereof for the use and benefit of himself and themselves respectively - owner and owners aforesaid the right to cut construct and maintain a -- Water Race four feet wide or thereabouts at the water level the length through my said Section Eighty one (81) being twelve (12) chains and Thirty (30) links or thereabouts (hereinafter called and referred to as "the said race" or "such race") WITH the right to run the said ten --- sluice heads of water in and through such race through that part of --- said Section Eighty one (81) Block Seven (VII) Shotover District colored green on the said plan of the said Charles Coburn Ware and on the plan annexed hereto and to use that part colored green on the said plan of - said Section Eighty one (81) Block Seven (VII) Shotover District for -- the purposes of constructing maintaining repairing and improving such -- race and the deposit of soil and other matter removed therefrom and to occupy that part colored green on the said plan as aforesaid of said - Section Eighty one (81) forming the course of the said Race and that -- part of said Section Eighty one (81) Block Seven (VII) Shotover District over which I now grant ^{such} ~~an~~ easement contains by admeasurement two (2) rods and nine and three tenths (9'3) poles (more or less) and is bounded as follows: Commencing at the South west corner of said Section Eighty one (81) thence on a bearing of 350 degrees for a distance of 97 links

" " " " 6°46' for 573'5 links

" " " " 34°16' " 205'3 "

thence on a bearing of $3^{\circ}17'$ for 206'1 links

"	"	"	"	"	$334^{\circ}46'$	"	110'6	"
"	"	"	"	"	90°	"	55'2	"
"	"	"	"	"	$154^{\circ}46'$	"	99'8	"
"	"	"	"	"	$183^{\circ}17'$	"	232'7	"
"	"	"	"	"	$214^{\circ}16'$	"	207'5	"
"	"	"	"	"	$187^{\circ}35'$	"	654	"
"	"	"	"	"	270°	"	29'2	"

to the point of commencement be the aforesaid area and linkages a --
little more or less as the said part of said Section Eighty one (81)
containing Two (2) roods and nine and three tenths ($9\frac{3}{4}$) poles -----
(more or less) is shewn on the said plan of Charles Coburn Ware ---
Licensed Surveyor and therein colored green which said plan is to be
deposited in the office of the District Land Registrar at Dunedin a
copy of which plan is annexed hereto and therein colored green AND
each of them the said Thomas McEntyre and William Paterson for -----
himself and his heirs executors administrators and assigns hereby ---
agrees and covenants with the other of them his and their heirs -----
executors administrators and assigns as follows:-

1. THE said Thomas McEntyre his heirs executors administrators and
assigns shall not nor will be responsible or liable for any damage or
injury that may be done or occur to the said Race or any part thereof
by his or their cattle horses sheep or other stock or animals.-----
2. THE said William Paterson his executors administrators or assigns
will at his own cost and expense in all things immediately after he
has cut and constructed the said race through said Section Eighty one
(81) erect to the satisfaction of the said Thomas McEntyre his -----
executors administrators or assigns three bridges over that part of -
such race that will run through said Section Eighty one (81) at places
that the said Thomas McEntyre his heirs executors administrators or or
assigns will select or direct as soon as possible after the said Race
is cut and constructed and should the site of the said bridges or any
of them be hereafter destroyed by being carried away or by a slip or
slips or from any other cause whatever the said William Paterson his
heirs executors administrators or assigns shall and will forthwith
erect a bridge or bridges in the place of the one or more that may be
carried away or rendered useless and the said William Paterson his heirs
executors administrators or assigns shall and will at all times -----

hereafter at his own cost and expense maintain and keep in good order repair and condition all such bridges and all such bridges to be erected as aforesaid shall be fit and safe at all times hereafter for cattle -- horses sheep or other stock or animals to use or cross over. _____

3. THE said William Paterson his executors administrators or assigns -- shall be at liberty at all times to go upon the said land of the said -- Thomas McEntyre his executors administrators or assigns that is said -- Section Eighty one (81) with or without workmen to inspect the said race and also the said bridges and to take with him or them or send horses -- drays and necessary appliances and materials to enable him and them to -- support and repair the said race and the said bridges or any of them and to keep it or them in good order repair and condition the said William Paterson his heirs executors administrators and assigns doing as little damage and injury as possible and making good whatever damage or injury he or they shall do thereby. _____

4. THE said William Paterson his executors administrators or assigns -- will when necessary at his or their own expense strengthen and support the said race and at all times maintain and keep it in good repair and condition and in the event of the said water race breaking away through any cause whatsoever and damaging the crops and land or any property of the said Thomas McEntyre his heirs executors administrators or assigns full compensation shall be at once paid for such damage to the said --- Thomas McEntyre his heirs executors administrators or assigns by the said William Paterson his executors administrators or assigns and in case of dispute as to the amount of compensation to be paid as aforesaid the -- amount shall be ascertained by arbitration each party appointing in --- writing an arbitrator and the arbitrators appointing in writing before -- entering upon the reference an umpire whose decision shall be final and conclusive on all parties in case the arbitrators appointed by the parties cannot agree on an award IN WITNESS whereof we have hereunto subscribed -- our names this 27th day of November One thousand nine hundred and nine --

SIGNED by the said Thomas McEntyre
in the presence of:

Wesley Dunlop
Solicitor

Queensdown, Otago

Thomas McEntyre

SIGNED by the said William Paterson
in the presence of:

Wesley Dunlop
Solicitor

Queensdown, Otago

W Paterson

D

No. 49744

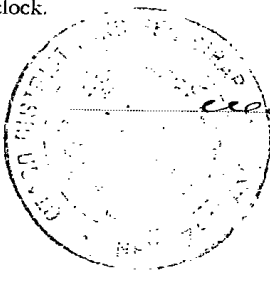
Transfer of re Water Race etc., through
part of Section 81,
situated in Shotover District, Block VII,
Correct for the purposes for the Land Transfer Act.

Wesley Turton
Solicitor
Queenstown, Otago.

THOMAS MCENTYRE Vendor.

WILLIAM PATERSON Purchaser.

Particulars entered in the Register Books Vol. 55
Folio 231, Vol 129 folio 244, the 14th 1880/232
day of January, 1910, at 12
o'clock.



Wesley Turton
District Land Registrar

Ce. 1-129
244
14.11.10
12

WESLEY TURTON & SON,
Solicitors,
QUEENSTOWN, OTAGO.



EASEMENT CERTIFICATE

Otago

Land Registry Office

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

I, WILFRED COTTON of Arrowtown Farmer

being the registered proprietor of the land described in Schedule 'A' 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 Dunedin on the 14th day of September 1982 under No. 18109 are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
7C/817	Right of Way	Lot 1	A	Part Lot 3 D.P. 5737

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 10th day of November 19 82

Signed by the above-named
in the presence of

W. Cotton

Witness:

Occupation:

Address:

Correct for the purposes of the Land Transfer Act

Walter Rutherford
Solicitor for the Registered Proprietor

SCHEDULE 'B'

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

1. Rights and Powers:

SCHEDULE 'C'

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

The within easement
when created will be
subject to section 309(4)
Local Government Act 1974
Plum
ACN

878331/1 Resolution revoking
the within easement as to Lots
1, 2, 3, 4, 6, 7 and 8 DP 23930
(150/232) - 20.3.1995 at 9.11am

Lawrence
ALR
878331/2 Transfer surrendering
the within easement as to Lots 1,
2, 3, 4, 6, 7 and 8 DP 23930 -
(150/232) - 20.3.1995 at 9.11am

Lawrence ALR
EASEMENT CERTIFICATE

Particulars entered in the Register as shown in the
Schedule of Land herein on the date and at the time
stamped below.

District Land Registrar
Assistant of the District of Otago

ANDERSON, LLOYD, JEAVONS & CO.
SOLICITORS
DUNEDIN, N.Z.

10/74

THE CAXTON PRESS, CHRISTCHURCH SERIAL NO. 24



ALR

16D/458
Nov 15 10 33 AM '82
150/232

70/817

585936/1



Image Quality due
to Condition
of Original

EASEMENT CERTIFICATE

702348/2

Otago Land Registry Office

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

* We, John Douglas Dagg of Arrowtown Farmer and Phyllis Dagg of Arrowtown Married Woman

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Dunedin** on the _____ day of _____ 1988 under No. **20526** are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
298/223 <i>10A/1308^x</i>	Right of Way Right to Convey Power and Telephone	Lot 1	A	Pt Section 64 Lot 2 Pt. Section 64 Sections 31, 32, 34, 49, 50 and part Section 42
		Pt Section 64	B	
		Lot 2	C	Sections 31, 32, 34, 49, 50, part Sections 42 & 64 & 64
298/223	Right to Drain Sewage	Pt Section 64	D	Lot 2
298/223 <i>10A/1308^x</i>	Right of WAY, Right to Convey Power and Telephone	Lot 4	E	Part Section 64 Lot 2 Part Section 64 Sections 31, 32, 34, 49, 50 Part Section 42
		Lot 3	F	
298/223 8A/750	Right of Way, Right to Convey Power and Telephone	Lot 1	A	
		Lot 4	E	Part Section 64 DP 5247
		Lot 3	F	
		Lot 2	C	

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 *22* day of *April*

19 88

Signed by the above-named JOHN DOUGLAS DAGG
and PHYLLIS DAGG

in the presence of

Witness: *Wanda Kulluym*Occupation: *Wanda Kulluym*Address: *Quendon*

Correct for the purposes of the Land Transfer Act

Wanda Kulluym
Solicitor for the Registered Proprietor

SCHEDULE 'B'

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

1. Rights and Powers:

SCHEDULE 'B'

RIGHT TO CONVEY POWER AND TELEPHONE

Rights and Powers in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952 are :

1. THE full, free, uninterrupted, and unrestricted right, liberty and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to instal take, convey, and lead under, on or above the land over which the easement is granted or created such electric power lines telephone lines poles conduits cables and supports as shall be necessary for the transmission of electrical energy and telephonic messages
TOGETHER WITH the right to transmit along the said electric power lines, telephone lines conduits and cables respectively electrical energy and telephonic messages

AND TOGETHER WITH the full free uninterrupted and unrestricted right of ingress, egress and regress for the Grantee his servants agents and workmen through over and upon such part or parts of the land as may be necessary to secure access to the said electric power lines telephone lines poles conduits cables and supports from the nearest public road and upon such part or parts of the land as may be necessary for the purpose of erecting, constructing, installing, renewing, re-erecting, repairing, maintaining or attending the said electric power lines, telephone lines, poles, conduits, cables and supports and together with the right to deposit thereon any material, tools and implements necessary for the purposes aforesaid together with full power and authority for the Grantee, his agents and servants, with or without vehicles and machinery from time to time and at all times to enter and remain on such part or parts of the said land as may be necessary or proper for or in relation to any of the purposes aforesaid.

SCHEDULE 'C'

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

~~717222/2~~ ~~500/2~~

The within easement
marked "Row C" over part lot
2 D.P. 20526 (C.T. 124/1183) has
been surrendered by transfer
717222/2 on 1/12/1988
ALR

ALR

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

District Land Registrar
Assistant of the District of Otago

EASEMENT CERTIFICATE

The within easement marked "ROW C"
over part lot 2 DP 20526 (12A/1183)
has been surrendered by
transfer 718757/2 on 20/12/1988
and the within certificate
is cancelled pursuant to
section 90 (4) of the
Land Transfer Act 1952. as
the part marked "Row C"
ALR

ALR

9.18 16.MAY 88 70234812
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO 12A/1183
ASST. LAND REGISTRAR

298/223

84/750

10A/1308

142/476, 477

16A/960

16A/961

16A/964
16A/965

70/285, 283, 284, 285

ANDERSON LLOYD SIM McELREA
SOLICITORS
DUNEDIN, N.Z.

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

816965/4

Image Quality due
to Condition
of Original

EASEMENT CERTIFICATE

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

I/We **TREVOR JOHN NICOLSON** of Auckland, Company Director and **ALAN BERTRAM HARPER** of Invercargill, Solicitor (as to a one half share jointly inter se) and **LEE NICOLE NICOLSON** of Auckland, Married Woman and **ALAN BERTRAM HARPER** abovenamed (as to a one half share jointly inter se) as tenants in common in the said shares

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Otago** on the day of ~~September~~ **1992** under No. **22772** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Part Lot 4 Deposited Plan 20903 20693	A	Lot 1 Deposited Plan 22772	140/476 128/526 140/477

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:

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

Dated this 9th day of October 19 92

Signed by the above-named

TREVOR JOHN NICOLSON &
LEE NICOLE NICOLSON

in the presence of

Witness

Occupation

Address

Signed by the abovenamed

ALAN BERTRAM HARPER

in the presence of:

Witness

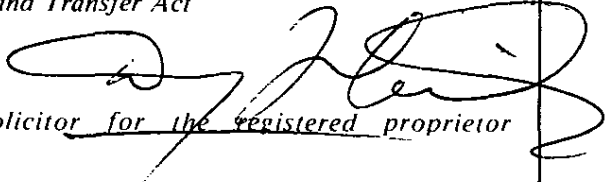
Occupation

Address

EASEMENT CERTIFICATE

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

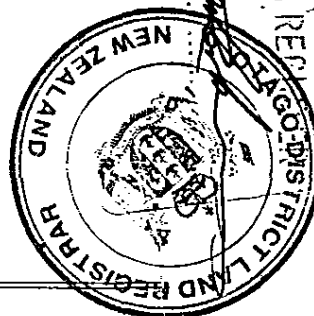
Correct for the purposes of the
Land Transfer Act


Solicitor for the registered proprietor

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


A.R.

ARTHUR WATSON SAVAGE
SOLICITORS
INVERCARGILL



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OFFICE

045.05 28.06.192

816965/7

140/476
140/477





View Instrument Details

Instrument No. 11547991.6
Status Registered
Date & Time Lodged 20 Dec 2019 15:05
Lodged By Aislabie, Zaneta Maree
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
New Zealand



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

874549	Otago
874550	Otago
908712	Otago
908713	Otago
908714	Otago
908715	Otago

Annexure Schedule Contains 6 Pages.

Covenantor Certifications

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

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

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

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

I certify that the Caveator under Caveat 10936374.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Caveator under Caveat 11490464.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 19/12/2019 08:56 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Jeremy Kane Whyte as Covenantee Representative on 20/12/2019 10:26 AM

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor*Surname must be underlined*

Millbrook Country Club Limited

Covenantee*Surname must be underlined*

Waterfall Park Developments Limited

Grant of Covenant

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

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

Purpose of Covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	Lot 2 Deposited Plan 541121, Lot 3 Deposited Plan 541121 (being part of the land comprised in Record of Title 908713) and Lot 5 Deposited Plan 541121, Lot 2 Deposited Plan 338753 and Lot 702 Deposited Plan 404025 (being part of the land comprised in Record of Title 908715)	Lot 1 Deposited Plan 541121 (RT 908712), Lot 2 Deposited Plan 532417 (RT 874549), Lot 3 Deposited Plan 532417 (RT 874550) and Lot 4 Deposited Plan 541121 (RT 908714)

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in { } and insert memorandum number as required.*

Annexure Schedule

Insert instrument type

--

Continue in additional Annexure Schedule, if required

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in the Annexure Schedule.
--

Annexure Schedule*Insert instrument type**Continue in additional Annexure Schedule, if required***1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this covenant, unless the context indicates otherwise:

Benefited Land means the land so described in Schedule A;

Burdened Land means the land so described in Schedule A;

Covenantee means the registered owner(s) of the benefited land (or part thereof) from time to time;

Covenantor means the registered owner(s) of the burdened land (or part thereof) from time to time;

Covenantor's Land means all of the land comprised in records of title 827255, 1075, 2041, 2250, 2415, 2866, 2868, 331895, 332550, 3684, 468633, 518612, 518613, 526915, 544326, 548560, 548887, 562340, 573438, 608127, 608128, 612087, 630892, 827254, 853748, 902594, 905997, 905998, 905999, 909268, OT13A/23, OT15B/961, OT15B/962, OT15B/963, OT15B/964, OT15B/987, OT18D/546, OT19A/422, OT19A/423, OT19A/424, OT9D/597;

DP means Deposited Plan 541121;

Property means Lots 2, 3 and 5 on the DP.

Setback Area means Lot 5 on the DP but excluding all of areas "B" and "C" on the DP; and

Working Day has the meaning given to that term in the Property Law Act 2007.

1.2 **Interpretation:** In this covenant, unless the context indicates otherwise:

(a) **Defined Expressions:** expressions defined in the main body of this covenant have the defined meaning throughout this covenant, including the background;

(b) **Headings:** clause and other headings are for ease of reference only and will not affect this covenant's interpretation;

(c) **Parties:** references to any party include that party's executors, administrators, successors and assigns;

(d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

(e) **Plural and Singular:** references to the singular include the plural and vice versa;

Annexure Schedule

Insert instrument type

Continue in additional Annexure Schedule, if required

- (f) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (g) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (h) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (i) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. COVENANT

- 2.1 The Covenantor covenants and agrees that it shall comply with the covenants, obligations and restrictions set out in the following provisions of this clause 2.
- 2.2 The length of any continuous building façade on the Property which faces the Benefited Land will not be greater than 16 metres (except for that part of the Burdened Land marked B on the DP where the continuous building façade which faces the Benefited Land will not be greater than 20 metres).
- 2.3 Any dwelling constructed on the Property shall be:
 - (a) only single story dwellings within 10 meters of the Setback Area (such restricted area being measured perpendicular to the Setback Area boundary line) and otherwise not more than two stories;
 - (b) subject to any alteration pursuant to subclause 2.5 below, limited to a height of six (6) metres above the ground level of the Property from time to time except in respect of the area shown marked B on the DP which shall be limited to a height of eight (8) metres from the ground level from time to time; and
 - (c) constructed in an architectural style and otherwise in accordance with the "Millbrook residential design covenants" that apply to the Covenantor's residential development known as "Millbrook" as at 4 October 2018.
- 2.4 There shall be no dwellings, buildings, accessory buildings, garages, sheds or other erections constructed or erected within the Setback Area, provided that patio areas and stone walls (which must not exceed 0.5 metres in height) are permitted within the Setback Area.

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

- 2.5 The contour of the Property shall not be altered by more or less than one (1) metre of the natural ground level of the relevant land as at 4 October 2018 without first obtaining the written consent of the Covenantor (not to be unreasonably or arbitrarily withheld or delayed).
- 2.6 In respect of the area shown marked A on the DP, any development of that area shall be limited to structures that are ancillary to or an extension of the outdoor activities operated from or to be operated from the Covenantor's Land (including, but not limited to the health, spa and fitness centre) provided that any such structures shall, subject to any alteration pursuant to clause 2.5, be limited to a height of three (3) metres from the ground level from time to time.
- 2.7 No trees or other vegetation shall be planted or permitted to grow within the Setback Area and/or within 10 metres of the Setback Area (such restricted area being measured perpendicular to the Setback Area boundary line) to a height which is in excess of four (4) metres above the ground level (subject to any alteration pursuant to clause 2.5) of the Property from time to time provided that any vegetation existing on the Property at the date that this instrument is registered that exceeds four (4) metres in height must be maintained at that height.
- 2.8 For as long as the Benefited Land is owned by Waterfall Park Developments Limited, that entity shall not be liable to contribute towards the cost of, or assist in the erection or maintenance of, any boundary or dividing fence between the Property and any of the Benefited Land which adjoins the Property.
- 3. NOTICES**
- 3.1 **Method of Delivery:** Any notice or document required or authorised to be given under this instrument may be delivered or sent as follows:
- (a) in any manner mentioned in sections 354-361 of the Property Law Act 2007; or
 - (b) by registered post addressed to the last known postal address of the party intended to be served.
- 3.2 **Deemed Delivery:** Any notice or other document will be treated as given or served and received by the other party:
- (a) when delivered by hand to that other party; or
 - (b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.
- 3.3 **Signing:** Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

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

3.4 **Address:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices on each party is the Companies Office address of the relevant party.

4. RESOLUTION OF DISPUTES

4.1 **Negotiation:** If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the covenants in this instrument, the parties will try in good faith to settle the matter by negotiation.

4.2 **Mediation:** If the parties are unable to resolve the dispute within 10 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to mediation.

4.3 **Referral to Arbitrator:** If the parties are unable to resolve the dispute within 15 Working Days of the matter being referred to mediation, the dispute will be referred to a sole arbitrator.

4.4 **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

4.5 **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

5. PARTIAL INVALIDITY

If any provision of this instrument is or becomes invalid or unenforceable, that provision will be deemed deleted from this instrument. The invalidity or unenforceability of that provision will not affect the other provisions in this instrument, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.



View Instrument Details

Instrument No.	11547991.7
Status	Registered
Date & Time Lodged	20 Dec 2019 15:05
Lodged By	Aislabie, Zaneta Maree
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Toitu te
Land whenua
Information
New Zealand



Affected Records of Title	Land District
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874549	Otago
874550	Otago
908712	Otago
908713	Otago
908714	Otago
908715	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 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 ☒

Caveat 10936374.1 is being withdrawn or removed or an application to lapse will be made, in a prior dealing or in same dealing ☒

I certify that the Caveator under Caveat 11490464.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jeremy Kane Whyte as Covenantor Representative on 20/12/2019 10:26 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantee Representative on 19/12/2019 08:56 AM

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

Covenant Instrument to Note Land Covenant

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

Covenantor**WATERFALL PARK DEVELOPMENTS LIMITED****Covenantee****MILLBROOK COUNTRY CLUB LIMITED****Grant of Covenant**

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

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	908712, 908714, 874549 and 874550 (all Otago Registry)	Lot 2 and Lot 3 Deposited Plan 541121 being part of the land comprised in record of title 908713 (Otago Registry) and Lot 2 Deposited Plan 338753, Lot 702 Deposited Plan 404025 and Lot 5 Deposited Plan 541121 being part of the land comprised in record of title 908715 (Otago Registry)

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

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

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

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

Annexure Schedule 1

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 1 of 4 Pages

Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions:** In this covenant, unless the context indicates otherwise:**Benefited Land** means the land so described in Schedule A;**Burdened Land** means the land so described in Schedule A;**Covenantee** means the registered owner(s) of the Benefited Land (or part thereof) from time to time;**Covenantor** means the registered owner(s) of the Burdened Land (or part thereof) from time to time;**District Plan** means the Queenstown Lakes District Plan;**Lodge any Submission** means (without limitation) personally or through any agent or servant, directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise;**Planning Proposal** includes (without limitation) any application for resource consent and / or plan change or rezoning / special housing area and / or variation of any nature under the relevant District Plan and/or proposed District Plan;**Territorial Authority** means Queenstown Lakes District Council (and/or where applicable Otago Regional Council);**Working Day** has the meaning given to that term in the Property Law Act 2007.**1.2 Interpretation:** In this covenant, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this covenant have the defined meaning throughout this covenant, including the background;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this covenant's interpretation;
- (c) **Parties:** references to any party include that party's executors, administrators, successors and assigns;
- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (g) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (h) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 2 of 4 Pages

Continue in additional Annexure Schedule, if required.

- (i) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. TERMS OF COVENANT

- 2.1 The Covenantor for itself and its successors in title to the Burdened Land covenants and agrees with the Covenantee and its successors in title to the Benefited Land that the Covenantor will observe and perform the stipulations and restrictions contained in the provisions below to the intent that each of the stipulations and restrictions shall enure for the benefit of and be appurtenant to the whole of the Benefited Land and every part of the Benefited Land and to the intent that the Burdened Land and every part of the Burdened Land shall be subject to each of the covenants, stipulations and restrictions set out below.

3. COVENANTS

- 3.1 The Covenantor acknowledges that the Covenantee intends to develop the Benefited Land to create residential and/or visitor accommodation and potentially extend its existing health, spa and fitness facilities comprised within other land owned by the Covenantee as at the date of registration of this covenant, together with its continued residential and golf course development activities.
- 3.2 The Covenantor covenants that:
- (a) It will not:
 - (i) object to or Lodge any Submission against any Planning Proposal in respect of or which affects the Benefited Land and/or any part of it;
 - (ii) seek to obtain an order, injunction or any other remedy or make any complaint against the Covenantee or any contractor or any consultant which relates to Benefited Land and/or any part of it.
 - (b) It will not object to marketing methods employed by the Covenantee in an endeavour to sell lots forming part of the Benefited Land (should that occur), including the use of signs, the placement of signs and the maintenance of display units and/or a sales office on the Benefited Land and/or any part of it (but not within 10 metres of any boundary to the Burdened Land) provided that the Covenantee does not cause unreasonable interference to the comfort and convenience of the Covenantor in the use and enjoyment of the Burdened Land;
 - (c) If requested by the Covenantee, the Covenantor shall promptly give its unqualified:
 - (i) written approval, including any affected party approval under section 95E of the Resource Management Act 1991, to any application made to the Territorial Authority for any Planning Proposal in respect of, or which affects the Benefited Land and/or any part of it and shall not withdraw that approval; and / or
 - (ii) submission in support of any Planning Proposal in respect of, or which affects the Benefited Land and/or any part of it and shall not withdraw that submission; and

the Covenantor shall sign all documents and do all things required by the Covenantee to meet its obligations under this clause 3.2(c).
 - (d) If the Covenantor fails to meet its obligations under clause 3.2(c)3-2(e), the Covenantee may supply a copy of this covenant to any Territorial Authority as evidence of the Covenantor's approval and/or support under clause 3.2(c).

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page 3 of 4 Pages

Continue in additional Annexure Schedule, if required.

- (e) No trees or other vegetation shall be planted or permitted to grow on the Burdened Land in excess of a height of 4 metres from the ground level from time to time at the boundary between the Burdened Land and the Benefitted Land (provided that any vegetation that exists on the boundary between the Burdened Land and the Benefitted Land at the date this instrument is registered that exceeds 4 metres from the ground level must be maintained at a level no higher than that height). This clause 3.2(e) shall not apply to any part of the Burdened Land formerly comprised in record of title 666857 now being comprised in record of title 874550 (each Otago Registry).

4. NOTICES

- 4.1 **Method of Delivery:** Any notice or document required or authorised to be given under this instrument may be delivered or sent as follows:

- (a) in any manner mentioned in sections 354-361 of the Property Law Act 2007; or
- (b) by registered post addressed to the last known postal address of the party intended to be served.

- 4.2 **Deemed Delivery:** Any notice or other document will be treated as given or served and received by the other party:

- (a) when delivered by hand to that other party; or
- (b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.

- 4.3 **Signing:** Any notice or document to be served or given may be signed by any attorney, officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

- 4.4 **Address:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices on each party is the Companies Office address of the relevant party.

5. RESOLUTION OF DISPUTES

- 5.1 **Negotiation:** If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the covenants in this instrument, the parties will try in good faith to settle the matter by negotiation.

- 5.2 **Mediation:** If the parties are unable to resolve the dispute within 10 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to mediation.

- 5.3 **Referral to Arbitrator:** If the parties are unable to resolve the dispute within 15 Working Days of the matter being referred to mediation, the dispute will be referred to a sole arbitrator.

- 5.4 **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

- 5.5 **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

Annexure Schedule 1

Insert type of instrument

Covenant Instrument to Note Land Covenant

Page

4

of

4

Pages

*Continue in additional Annexure Schedule, if required.***6. PARTIAL INVALIDITY**

- 6.1 If any provision of this instrument is or becomes invalid or unenforceable, that provision will be deemed deleted from this instrument. The invalidity or unenforceability of that provision will not affect the other provisions in this instrument, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.



View Instrument Details

Instrument No.	11547991.8
Status	Registered
Date & Time Lodged	20 Dec 2019 15:05
Lodged By	Aislabie, Zaneta Maree
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Land Information
Toitu te
whenua
New Zealand



Affected Records of Title	Land District
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874549	Otago
874550	Otago
908712	Otago
908713	Otago
908714	Otago
908715	Otago

Annexure Schedule Contains 6 Pages.

Covenantor Certifications

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

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

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

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

I certify that the Caveator under Caveat 10936374.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

I certify that the Caveator under Caveat 11490464.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jamie Nicholas Callinicos Nunns as Covenantor Representative on 19/12/2019 08:56 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Jeremy Kane Whyte as Covenantee Representative on 20/12/2019 10:26 AM

*** End of Report ***

Form 26

Covenant Instrument to note land covenant

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

Covenantor*Surname must be underlined*

Millbrook Country Club Limited

Covenantee*Surname must be underlined*

Waterfall Park Developments Limited

Grant of Covenant

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

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

Purpose of Covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenant	Not applicable	Lot 2 Deposited Plan 541121, Lot 3 Deposited Plan 541121 being part of the land comprised in Record of Title 908713 and Lot 5 Deposited Plan 541121, Lot 2 Deposited Plan 338753 and Lot 702 Deposited Plan 404025 being part of the land comprised in Record of Title 908715	Lot 1 Deposited Plan 541121 (RT 908712), Lot 2 Deposited Plan 532417 (RT 874549), Lot 3 Deposited Plan 532417 (RT 874550) and Lot 4 Deposited Plan 541121 (RT 908714)

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.*

Annexure Schedule

Insert instrument type

--

Continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the Annexure Schedule.
--

Annexure Schedule*Insert instrument type**Continue in additional Annexure Schedule, if required***1. DEFINITIONS AND INTERPRETATION**

1.1 Definitions: In this covenant, unless the context indicates otherwise:

Benefited Land means the land so described in Schedule A;

Burdened Land means the land so described in Schedule A;

Covenantee means the registered owner(s) of the benefited land (or part thereof) from time to time;

Covenantor means the registered owner(s) of the burdened land (or part thereof) from time to time;

District Plan means the Queenstown Lakes District Plan;

Lodge any Submission means (without limitation) personally or through any agent or servant, directly or indirectly, lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, or appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise;

Planning Proposal includes (without limitation) any application for resource consent and / or plan change or rezoning / special housing area and / or variation of any nature under the relevant District Plan and/or proposed District Plan;

Territorial Authority means Queenstown Lakes District Council (and/or where applicable Otago Regional Council);

Waterfall Park Development means the Covenantee's proposed development of part or all of the Benefited Land which is proposed to be developed as a residential housing and/or retirement development and commercial and/or hotel use (including all usual hotel ancillary offerings such as (without limitation) conference facilities, restaurants, bars, wellness facilities, chapel, and retail facilities); and

Working Day has the meaning given to that term in the Property Law Act 2007.

1.2 Interpretation: In this covenant, unless the context indicates otherwise:

(a) **Defined Expressions:** expressions defined in the main body of this covenant have the defined meaning throughout this covenant, including the background;

(b) **Headings:** clause and other headings are for ease of reference only and will not affect this covenant's interpretation;

(c) **Parties:** references to any party include that party's executors, administrators, successors and assigns;

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

- (d) **Persons:** references to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (g) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (h) **Inclusive Expressions:** the term includes or including (or any similar expression) is deemed to be followed by the words without limitation; and
- (i) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. COVENANT

2.1 The Covenantor acknowledges that the Covenantee intends to develop and subdivide the Benefited Land to create the Waterfall Park Development. Subject to the matters set out in clause 2.2 below, the Covenantor covenants that:

- (a) it will not:
 - (i) object to or Lodge any Submission against any Planning Proposal in respect of, or which affects that part of the Benefited Land which comprises the Waterfall Park Development;
 - (ii) seek to obtain an order, injunction or any other remedy or make any complaint against the Covenantee or any contractor or any consultant which relates to the Waterfall Park Development;
- (b) it will not object to marketing methods employed by the Covenantee in an endeavour to sell lots forming part of the Waterfall Park Development, including the use of signs, the placement of signs and the maintenance of display units and/or a sales office on the Benefited Land (but not on the Burdened Land or within ten (10) metres of the Burdened Land), provided that the Covenantee does not cause unreasonable interference to the comfort and convenience of the

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

	<p>Covenantor in the use and enjoyment of the Burdened Land;</p> <p>(c) if requested by the Covenantee, the Covenantor shall promptly give its unqualified:</p> <p>(i) written approval, including any affected party approval under section 95E of the Resource Management Act 1991, to any application made to the Territorial Authority for any Planning Proposal in respect of, or which affects that part of the Benefited Land which comprises the Waterfall Park Development and shall not withdraw that approval; and / or</p> <p>(ii) submission in support of any Planning Proposal in respect of, or which affects that part of the Benefited Land which comprises the Waterfall Park Development and shall not withdraw that submission; and</p> <p>the Covenantor shall sign all documents and do all things required by the Covenantee to meet its obligations under this clause 2.1(c); and</p> <p>(d) if the Covenantor fails to meet its obligations under clause 2.1(c), the Covenantee may supply a copy of this instrument to any Territorial Authority as evidence of the Covenantor's approval and/or support under 2.1(c).</p>
2.2	<p>The non-objection covenants by the Covenantor in clause 2.1 in respect of the Waterfall Park Development are limited in that they shall only apply to such development which is located on that part of the Benefited Land below the 380 metre contour line, to the intent that any development which is located above that level shall be excluded absolutely from the Covenantor's said covenants.</p>
3.	NOTICES
3.1	<p>Method of Delivery: Any notice or document required or authorised to be given under this instrument may be delivered or sent as follows:</p> <p>(a) in any manner mentioned in sections 354-361 of the Property Law Act 2007; or</p> <p>(b) by registered post addressed to the last known postal address of the party intended to be served.</p>
3.2	<p>Deemed Delivery: Any notice or other document will be treated as given or served and received by the other party:</p> <p>(a) when delivered by hand to that other party; or</p> <p>(b) three days after being posted by registered post with postage prepaid to the last known postal address of the party intended to be served.</p>
3.3	<p>Signing: Any notice or document to be served or given may be signed by any attorney,</p>

Annexure Schedule

Insert instrument type

Continue in additional Annexure Schedule, if required

officer, employee or solicitor for the party serving or giving the notice or by any other person authorised by that party.

- 3.4 **Address:** For the purposes of this clause, and subject to subsequent amendment by any party by written notice to the other parties, the address for service of notices on each party is the Companies Office address of the relevant party.

4. RESOLUTION OF DISPUTES

- 4.1 **Negotiation:** If any dispute arises between the parties concerning the interpretation of this instrument or anything contained in or arising out of the covenants in this instrument, the parties will try in good faith to settle the matter by negotiation.

- 4.2 **Mediation:** If the parties are unable to resolve the dispute within 10 Working Days of either party giving notice to the other that the party is invoking this dispute resolution mechanism, then the dispute will be referred to mediation.

- 4.3 **Referral to Arbitrator:** If the parties are unable to resolve the dispute within 15 Working Days of the matter being referred to mediation, the dispute will be referred to a sole arbitrator.

- 4.4 **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.

- 4.5 **Award Final:** The arbitration will be governed by the Arbitration Act 1996 and the arbitral award will be final and binding on the parties.

5. PARTIAL INVALIDITY

If any provision of this instrument is or becomes invalid or unenforceable, that provision will be deemed deleted from this instrument. The invalidity or unenforceability of that provision will not affect the other provisions in this instrument, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

View Instrument Details



Instrument No 11737981.1
Status Registered
Date & Time Lodged 13 May 2020 09:50
Lodged By Roberts, Philippa Jean
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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

929488	Otago
929489	Otago
929490	Otago
929491	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 this instrument ☒

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

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

I certify that the Caveator under Caveat 11490464.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Philippa Jean Roberts as Covenantor Representative on 13/05/2020 09:49 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Covenantee Representative on 29/04/2020 08:28 AM

*** End of Report ***

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Waterfall Park Developments Limited

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	Lots 1 – 4 DP 540788 (RTs 929488 – 929491 inclusive)	In gross

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

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

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

Continue in additional Annexure Schedule if required.

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

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

Annexure Schedule 1

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

Annexure Schedule 1

Background

1. The Covenantor has granted a land use consent under RM180584 (**Consent**) to the Covenantor for certain development of the Burdened Land.
2. The conditions of the Consent require the Covenantor to extend the existing public water main located on Arrowtown-Lake Hayes Road and Speargrass Flat Road, in order to provide potable water to all buildings permitted by the Consent (**Consent Condition**).
3. In order for the Covenantor to demonstrate compliance with the Consent Condition, the Covenantor requires that the Covenantor complies with certain requirements on an ongoing basis in relation to the water supply infrastructure on the Burdened Land.
4. The Covenantor and Covenantor have agreed to record this obligation by way of this Covenant Instrument.

Covenants

5. The Covenantor covenants and agrees with the Covenantor that for so long as it is an owner of the record(s) of title comprising the Burdened Land, it shall:
 - 5.1. Ensure that all new water connections on the Burdened Land to the DN315, DN250 or DN225 PE water pipe along or crossing the road consented and constructed in accordance with RM171280 (**Waterfall Park Access Road**), will adhere to:
 - a. Section 6.3.6 (Water Quality) of the Queenstown Lakes District Council Land Development and Subdivision Code of Practice (2018);
 - b. Queenstown Lakes District Council Water Meter Policy (Version 7, June 2017);
 - c. Ministry of Health Drinking-water Standards for New Zealand 2005 (Revised 2018).
 - 5.2. Ensure the DN315, DN250 or DN225 PE water pipe along or crossing the Waterfall Park Access Road is maintained in such a way as to meet the Ministry of Health Drinking Water Standards for New Zealand 2005 (Revised 2018).

General

6. 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.
7. 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.
8. 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:
 - 8.1. that part or provision shall be severed from this Covenant Instrument;
 - 8.2. 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
 - 8.3. the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument,
9. The Covenantor covenants with the Covenantor:
 - 9.1. not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument; and
 - 9.2. always to act in good faith and do all acts and things and enter into and execute any

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

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.

10. 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.
11. The Covenantor shall only be entitled to a discharge of this Covenant Instrument upon written confirmation from the Covenantee that the covenants contained in section 5 are no longer required. Upon receipt of such written confirmation the parties shall take all actions required to complete that registration of the discharge of the Covenant Instrument. The Covenantor will pay all the Covenantee's legal costs and disbursements incurred under this clause.

View Instrument Details



Instrument No 11940062.3
Status Registered
Date & Time Lodged 06 May 2021 15:16
Lodged By Maguire, Sarah Denise
Instrument Type Easement Instrument



Affected Records of Title	Land District
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929489	Otago
929488	Otago
929491	Otago

Annexure Schedule Contains 5 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11493411.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sarah Denise Maguire as Grantor Representative on 06/05/2021 08:11 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Rosemary Erin Clark as Grantee Representative on 06/05/2021 01:32 PM

*** End of Report ***

Form 22

Easement instrument to grant easement or *profit à prendre*
(Section 109 Land Transfer Act 2017)

Grantor

WATERFALL PARK DEVELOPMENTS LIMITED

Grantee

AURORA ENERGY LIMITED

Grant of Easement or *Profit à prendre*

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose 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	I	Lot 1 DP 540788 held in RT 929488	In gross
	O and P	Lot 2 DP 540788 held in RT 929489	In gross
	A, B, F, J and Q	Lot 4 DP 540788 held in RT 929491	In gross
Right to Transform Electricity	B as shown on DP 556161	Lot 4 DP 540788 held in RT 929491	In gross

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

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

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

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

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

[the provisions set out in Annexure Schedule 2]

Annexure Schedule 2

CONTINUATION OF “EASEMENTS OR PROFITS À PRENDRE RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)”

The Grantee shall have as easements in gross forever in favour of the Grantee the following rights:-

- (a) To convey electricity under and through the soil of those parts of the land in Records of Title 929488, 929489 and 929491 marked I, O, P, A, B, F, J and Q on Deposited Plan 556161 (hereinafter referred to as “the electricity cable easements”); and
- (b) To establish and maintain on that part of the land in Record of Title 929491 marked B on Deposited Plan 556161 an electricity transformer and ancillary equipment (hereinafter referred to as “the transformer site”).

(the said Records of Title 929488, 929489 and 929491 are hereinafter referred to as “the burdened lands”).

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY AND MAINTAIN AN ELECTRICITY TRANSFORMER AND ANCILLARY EQUIPMENT

A. ELECTRICITY CABLE EASEMENTS

The Grantee shall have the right

- (a) To lead and convey electricity, electric impulses and ancillary telecommunications without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes and ancillary equipment laid or to be laid under the surface of and through the soil of the electricity cable easements.
- (b) To lay, place, inspect, repair, maintain, renew, upgrade and replace on and under the electricity cable easements such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity, electric impulses and ancillary telecommunications by means of the said conduits, cables, pipes and ancillary equipment.
- (c) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the burdened lands as may be necessary to secure access to the electricity cable easements and the said conduits, cables, pipes and ancillary equipment and on such parts of the burdened lands as may be necessary for the purpose of laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said conduits, cables, pipes and ancillary equipment together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the burdened lands as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

B. ELECTRICITY TRANSFORMER EASEMENT

The Grantee shall have the right

- (a) To construct, install, place, inspect, repair, maintain, renew, upgrade and replace on the transformer site an electricity transformer and ancillary equipment.
- (b) To lay, place, inspect, repair, maintain, renew, upgrade and replace on or under the transformer site cables for the transmission of electrical energy and ancillary telecommunications together with the right to transmit electrical energy and telecommunications through and along the said cables.
- (c) For the Grantee its servants, agents, workmen and contractors to enter and remain on such part or parts of the burdened lands as may be necessary to secure access to the transformer site and the said electricity cables and on such parts of the burdened lands as may be necessary for the purpose of constructing, installing, laying, placing, inspecting, repairing, maintaining, renewing, upgrading and replacing the said electricity transformer and ancillary equipment and the said cables together with full power and authority for the Grantee its surveyors, engineers, workmen, agents and servants with or without vehicles implements machinery and equipment from time to time and at all times to enter and remain on the said part or parts of the burdened lands as may be necessary for the purpose of exercising and enjoying all or any of the rights privileges and easements granted in this instrument.

1. The Grantor covenants with the Grantee

- (a) Not to place any building or other structure or plant any tree or shrub or alter the natural level of the land on the electricity cable easements and the transformer site without the prior written consent of the Grantee.
- (b) To take all reasonable steps to ensure that their tenants, agents and workmen do not do any wilful or negligent act or thing whereby the said conduits, cables, pipes and ancillary equipment and the electricity transformer and ancillary equipment and the said electricity cables shall be damaged or destroyed. If it is established that the damage was caused by the negligent or wilful act of the Grantor or their tenants, agents or workmen then the Grantor shall be responsible for the repair and/or replacement required. Any work so required shall be carried out by a Contractor selected by the Grantee.
- (c) Not at any time permit or suffer any act or thing whereby the rights, powers, liberties, licences and easements hereby granted to the Grantee may be interfered with or affected.
- (d) That the Grantee will not be required to erect or maintain a fence around the transformer site or the said electricity transformer and ancillary equipment and except in respect of rubbish debris or obstruction left there by the Grantee the Grantee shall not be responsible for the normal maintenance of those parts of the transformer site not covered by the said electricity transformer and ancillary equipment or keeping the same clean and tidy.

2. The Grantee covenants with the Grantor that upon the exercising of any of its rights the Grantee shall

- (a) Cause as little damage as possible to the burdened lands and the occupiers of the burdened lands;
- (b) Restore the burdened lands as near as reasonably possible to its previous condition;
- (c) Make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fences of the Grantor.
- (d) Not except while work is being carried on upon the burdened lands leave on that part of the burdened lands not covered by the electricity transformer and ancillary equipment any rubbish or debris or obstruction.

View Instrument Details



Instrument No 11940062.4
Status Registered
Date & Time Lodged 06 May 2021 15:16
Lodged By Maguire, Sarah Denise
Instrument Type Easement Instrument



Affected Records of Title	Land District
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929488	Otago
929491	Otago

Annexure Schedule Contains 5 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 11493411.8 has consented to this transaction and I hold that consent ☒

Signature

Signed by Sarah Denise Maguire as Grantor Representative on 06/05/2021 08:46 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Sarah Denise Maguire as Grantee Representative on 06/05/2021 08:46 AM

*** End of Report ***

Easement instrument to grant easement or *profit à prendre*
Section 109, Land Transfer Act 2017

Grantor*Surname(s) must be underlined.***WATERFALL PARK DEVELOPMENTS LIMITED****Grantee***Surname(s) must be underlined.***CHORUS NEW ZEALAND LIMITED****Grant of Easement or *Profit à prendre***

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

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

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey telecommunications	I on DP 556161 F, Q, R on DP 556161	Lot 1 DP 540788 (RT 929488) Lot 4 DP 540788 (RT 929491)	Chorus New Zealand Limited (in gross)

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

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

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

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

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

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

2

of

Pages

Continue in additional Annexure Schedule, if required.

the provisions set out in the Annexure Schedule.

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	3	of		Pages
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Continue in additional Annexure Schedule, if required.

Continuation of "Easement rights and powers":

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

2 Grant of Easement

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

3 Grantee's Covenants

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

4

of

Pages

Continue in additional Annexure Schedule, if required.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

5 Grantor's Covenants

- 5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):
- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
 - (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
 - (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
 - (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

Annexure Schedule

Insert type of instrument

Easement	Dated		Page	5	of		Pages
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Continue in additional Annexure Schedule, if required.

6	<p>Removal</p> <p>6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.</p> <p>6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.</p>
7	<p>Further Assurances</p> <p>7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.</p>
8	<p>Telecommunications Act 2001 and End User Terms</p> <p>8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.</p>
9	<p>Definitions and interpretation</p> <p>9.1 In this easement:</p> <ul style="list-style-type: none"> (a) "Common Property" has the same meaning ascribed to that term under the Unit Titles Act 2010. (b) "Easement Land" means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works. (c) "Emergency" means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications. (d) "Grantee" means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees. (e) "Grantor" includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor. (f) "Line" and "Works" shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

View Instrument Details



Instrument No	11940062.5
Status	Registered
Date & Time Lodged	06 May 2021 15:16
Lodged By	Maguire, Sarah Denise
Instrument Type	Covenant (All types except Land covenants)



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

929491	Otago
929488	Otago

Annexure Schedule Contains 3 Pages.

Signature

Signed by Sarah Denise Maguire as Grantor/Grantee Representative on 06/05/2021 08:46 AM

*** End of Report ***

DATED this 23rd day of February 2021

IN THE MATTER of the
Resource Management Act
1991

AND

IN THE MATTER of
Resource Consent RM
181597

DEED OF COVENANT
UNDER SECTION 108(2)(d) OF THE RESOURCE MANAGEMENT ACT 1991

DATED this 23rd day of February 2021

PARTIES

1. WATERFALL PARK DEVELOPMENTS LIMITED (Owner)
2. QUEENSTOWN LAKES DISTRICT COUNCIL (Council)

BACKGROUND

- A. The Owner is the registered owner of the Land and has obtained the Consent relating to that Land.
- B. The Consent is a land use consent to undertake earthworks adjacent to a water body in order to remediate sites. The Consent was granted by Council subject to the Owner covenanting to perform certain obligations ("Covenants") in favour of the Council.
- C. The Council and the Owner intend that this Land Covenant shall be and remain registered against the record of title for the Land to give effect to the Covenants so that owners or occupiers for the time being of the Land shall be bound by the provisions of this Land Covenant.

OPERATIVE PART

1. Interpretation

In this Land Covenant unless the context otherwise requires:

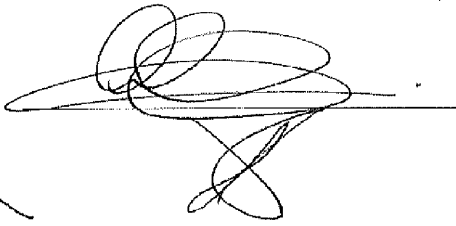
"Consent"	means resource consent RM181597 dated 9 April 2019.
"Council"	means the Queenstown Lakes District Council (in its capacity as local authority).
"Land"	means the land legally described as Lot 1 Deposited Plan 540788 contained in Record of Title 929488 and Lot 4 Deposited Plan 540788 contained in Record of Title 929491.
"Land Covenant"	means this instrument.
"Owner"	means (initially) Waterfall Park Developments Limited and then successors in title to the Land.

COVENANT

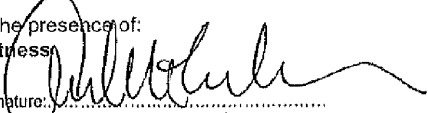
The Owner covenants the following:

2. Part of the Land being the areas marked U and V on Deposited Plan 556161 contain contaminated soil, and shall not be available for general residential use or the production of edible crops (if not in a raised garden bed).
3. Part of the Land being the areas marked U and V on Deposited Plan 556161 contain uncertified fill material within areas of potential future building construction.

SIGNED by WATERFALL PARK
DEVELOPMENTS LIMITED

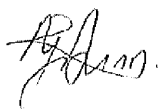


in the presence of:
Witness

Signature: 
Full name: Charlotte Corbett
Address: Auckland
Occupation: Legal Counsel.

Dated this 23rd day of February 2021

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



Alex John Dunn

View Instrument Details



Instrument No 12484826.1
Status Registered
Date & Time Lodged 05 July 2022 15:17
Lodged By Dysart, Sarah Patricia
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
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929491	Otago
OT16A/278	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 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 Sarah Denise Maguire as Covenantor Representative on 16/06/2022 09:24 AM

Covenantee Certifications

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

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

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

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

Signature

Signed by Peter Declan Barrett as Covenantee Representative on 05/07/2022 01:06 PM

*** End of Report ***

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

Form 26

Covenant Instrument to note land covenant

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

Covenantor

Waterfall Park Developments Limited

Covenantee

McGuinness PA Limited

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 AContinue in additional Annexure Schedule, if required

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lot 4 Deposited Plan 540788 (929491)	Lot 5 Deposited Plan 23926 (RT OT16A/278)

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

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

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

Continue in additional Annexure Schedule if required.

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

~~{Memorandum number _____, registered under section 209 of the Land Transfer Act 2017}.~~

~~{Annexure Schedule 1—}.~~

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

Form L

Annexure Schedule 1

Page 1 of 5 Pages

Insert instrument type

Covenant Instrument (Land Covenant)

1. Introduction

- A. The Covenantor is planning to redevelop the Burdened Land.
- B. The Covenantee has agreed to withdraw its opposition to the rezoning and redevelopment proposals of the Covenantor in respect of the Burdened Land provided that this Instrument is registered and will remain registered against the record of title to the Burdened Land so that:
 - (a) owners or occupiers for the time being of the Burdened Land will be bound by the provisions of this Instrument;
 - (b) the Covenantee can enforce the observance of the provisions of this Instrument by the owners or occupiers of the Burdened Land in equity or otherwise; and
 - (c) the obligations and covenants of the Covenantee under this Instrument endure for the benefit of the Covenantee (in accordance with Subpart 1 and Part 2 of the Contracts and Commercial Law Act 2017).

It is agreed

2. Defined terms

2.1 Definitions

In this document:

Benefitted Land means the land described as Lot 5 DP 23926 and shown on the front page of this Instrument as the Benefitted Land.

Burdened Land means the land described as Lot 4 DP 540788 and shown on the front page of this Instrument as the Burdened Land.

Covenantee means the person named as covenantee on the front page of this instrument and, where the context requires, any other person nominated by the covenantee for the time being to succeed its rights and obligations under this Instrument.

Covenantor means the owner of all or any part or parts of the Burdened Land and their occupiers, invitees, executors, administrators, assignees and successors in title from time to time.

Covenants means the covenants set out in this Instrument.

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Instrument means this covenant instrument creating a land covenant to be registered on the Benefitted and Burdened Lands' records of title and all of its Schedules.

Unformed Legal Road means the unformed legal road which runs along the western boundary of the Burdened Land.

3. Covenants

- 3.1 The Covenantor covenants and agrees with the Covenantee, in respect of the Burdened Land, that it shall:
- (a) subject to clause 3.2 below, ensure that no motor vehicle access is provided over the boundary of the Burdened Land onto the Unformed Legal Road;
 - (b) prevent the extension of the Burdened Land's reticulated sewerage system to the land beyond (west of) the Unformed Legal Road; and
 - (c) prevent the extension of the Burdened Land's reticulated potable water supply system to the land beyond (west of) the Unformed Legal Road.
- 3.2 Clause 3.1 above shall not apply to electric bikes, golf buggies, mobility scooters, and other similar motorised accessibility and/or recreational vehicles which cross the boundary of the Burdened Land to gain access to and from the public trail which runs along the Unformed Legal Road.

4. General

- 4.1 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.
- 4.2 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.
- 4.3 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:
- (a) that part or provision shall be severed from this Covenant Instrument;
 - (b) 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
 - (c) the parties shall enter into appropriate substitute instrument(s) to give full and proper effect to the agreements and understandings in this Covenant Instrument,
- 4.4 The Covenantor covenants with the Covenantee:
- (a) not to seek to discharge, surrender, lapse, vary, amend, withdraw or remove in any manner whatsoever this Covenant Instrument; and

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- (b) 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.

4.5 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.

4.6 The Covenantor shall only be entitled to a discharge of this Covenant Instrument upon written confirmation from the Covenantee that the covenants contained in section 2 are no longer required. Upon receipt of such written confirmation the parties shall take all actions required to complete that registration of the discharge of the Covenant Instrument. The Covenantor will pay all the Covenantee's legal costs and disbursements incurred under this clause.

5. **Costs**

The Covenantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

6. **Implied terms**

6.1 No covenants by the Covenantor or by the Covenantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 208 of the Land Transfer Act 2017.

View Instrument Details



Instrument No 12927755.2
Status Registered
Date & Time Lodged 28 February 2024 14:14
Lodged By Bijl, Joshua Andrewe
Instrument Type Easement Instrument



Affected Records of Title	Land District
929488	Otago
929491	Otago

Annexure Schedule Contains 8 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Laura Jane McPhail as Grantor Representative on 27/02/2024 04:02 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Michelle Rose Needham as Grantee Representative on 28/02/2024 02:00 PM

*** End of Report ***

Form B**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Grantor

Waterfall Park Developments Limited

Grantee

Queenstown Lakes District Council

Grant of Easement or *Profit à prendre*

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

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

Purpose (Nature and extent) of Easement or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	A & D on Deposited Plan 592019	Lot 4 Deposited Plan 540788 (RT 929491)	In gross
	F on Deposited Plan 592019	Lot 1 Deposited Plan 540788 (RT 929488)	
Right of Way (pedestrian and cycle way)	B & E on Deposited Plan 592019	Lot 4 Deposited Plan 540788 (RT 929491)	
	C, G & HA on Deposited Plan 592019	Lot 1 Deposited Plan 540788 (RT 929488)	
Open space	I & J on Deposited Plan 592019	Lot 1 Deposited Plan 540788 (RT 929488)	
	K & L on Deposited Plan 592019	Lot 4 Deposited Plan 540788 (RT 929491)	

Form B - continued

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

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

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

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

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

the provisions set out in Annexure Schedule 1

Annexure Schedule 1 – Further Terms

1. Definitions

1.1 In this Annexure Schedule 1 the following definitions apply:

- 1.1.1 **Amenity** means any natural features, landscaping, recreational facilities (including playgrounds) and/or community amenities, created or installed by the Grantor (at its sole discretion) within the Open Space Easement Area, from time to time.
- 1.1.2 **Cycle** means –
 - (a) a vehicle that has at least two wheels and that is designed primarily to be propelled by the muscular energy of the rider; and
 - (b) includes a Power-Assisted Cycle.
- 1.1.3 **Easement Facility** means all or any of the following, as relevant:
 - (a) in relation to the Right of Way easement means the ROW Easement Facility;
 - (b) in relation to the Right of Way (pedestrian and cycle way) easement means the Pedestrian/Cycle Easement Facility; and
 - (c) in relation to the Open Space easement means the Open Space Easement Facility.
- 1.1.4 **Group Event** means any event of more than 12 Users, in any one group, which the Grantor considers, acting reasonably, could hinder and/or disrupt the use and/or enjoyment of any Easement Facility by other Users.
- 1.1.5 **Land** means the property contained, or previously contained in, Lots 1-4 DP 540788.
- 1.1.6 **Maintenance Works** has the meaning given to it in clause 3.1.
- 1.1.7 **Markers** has the meaning given to it in clause 6.2.
- 1.1.8 **Open Space Easement Area** means those areas of the Burdened Land described in Schedule A as being subject to an Open Space easement.
- 1.1.9 **Open Space Easement Facility** means the surface of Open Space Areas and includes any Amenity.
- 1.1.10 **Path Facility** means the pedestrian and cycle path, alongside the Road Facility, that is within the ROW Easement Area, intended for use by pedestrians and Recreational Devices, formed as at the date of registration of this instrument and includes any path in replacement or substitution.
- 1.1.11 **Pedestrian/Cycle Easement Area** means those areas of the Burdened Land described in Schedule A as being subject to a Right of Way (pedestrian and cycle way) easement.
- 1.1.12 **Pedestrian/Cycle Easement Facility** means all surfaced and unsurfaced paths formed within any Pedestrian/ Cycle Easement Area as at the date of

registration of this instrument and includes any path in replacement or substitution.

1.1.13 **Power-Assisted Cycle** means a cycle to which is attached one or more auxiliary propulsion motors that have a combined maximum power output not exceeding 300W.

1.1.14 **Precinct** means the precincts and/or developments within the Land.

1.1.15 **Recreational Device** means:

- (a) motorised golf carts, mobility scooters and wheelchairs; and
- (b) Cycles, pushchairs, wheelchairs and other non-motorised forms of personal conveyance.

1.1.16 **Regulations** means the Land Transfer Regulations 2018.

1.1.17 **Road Facility** means the carriageway, that is within the ROW Easement Area, intended for use by vehicles, formed as at the date of registration of this instrument and includes any carriageway in replacement or substitution.

1.1.18 **ROW Easement Area** means those areas of the Burdened Land described in Schedule A as being subject to a Right of Way easement.

1.1.19 **ROW Easement Facility** means (as relevant) the:

- (a) Road Facility; and
- (b) Path Facility.

1.1.20 **User** means a member of the public.

1.2 All other defined terms have the same meaning given to them in the Fifth Schedule of the Regulations.

2. General Rights and Obligations

2.1 The rights and powers set out in the Regulations are implied except as those rights and powers are varied in this schedule.

2.2 Where there is a conflict between the provisions of the Regulations and the modifications in this easement instrument, the modifications must prevail.

2.3 In respect of any easement no power is implied for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause. It is the intention of the parties that each easement will subsist for all time unless it is surrendered.

2.4 Nothing contained or implied in this easement instrument shall be construed so as:

2.4.1 to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence, discontinue or resume the exercise of all or any such rights at will; or

2.4.2 to abrogate, limit, restrict or abridge any of the rights, powers or remedies vested in the Grantee by law.

- 2.5 The Grantor shall pay the Grantee's reasonable costs of the preparation, registration, variation and any surrender of this easement instrument.
- 2.6 Nothing contained in this instrument grants the Grantee any exclusive rights in relation to any Easement Area.

3. Maintenance Obligations

- 3.1 The Grantor will, at its cost, arrange for repair and maintenance of the Easement Facilities so as to keep the facilities in good order and to prevent them from becoming a danger or nuisance (the **Maintenance Works**).
- 3.2 The Grantor and Grantee agree that the Grantor from time to time:
- 3.2.1 will manage all Maintenance Works; and
- 3.2.2 may contract for the performance of the Maintenance Works.
- 3.3 In carrying out Maintenance Works, the Grantor must ensure that:
- 3.3.1 all work is performed in a proper and workmanlike manner;
- 3.3.2 all work is completed promptly; and
- 3.3.3 any damage done to the Burdened Land is made good by restoring the surface of the Burdened Land as nearly as possible to its former condition.
- 3.4 For the purpose of completing the Maintenance Works, the Grantor and its agents, employees and/or contractors may:
- 3.4.1 enter upon the Burdened Land with all necessary tools, vehicles, and equipment; and
- 3.4.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
- 3.4.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 3.5 Any User of an Easement Facility that causes damage to any part of the Easement Facilities and/or the Burdened Land by its act or omission will be solely liable to contribute to the cost of repair and maintenance of such damage (and where such damage is caused by more than one User, such cost will be shares equally between such Users).

4. Grantor's Obligations

- 4.1 The Grantor will not:
- 4.1.1 fence any Easement Area, other than as may be necessary:
- (a) for health and safety reasons;
- (b) to prevent animals accessing Mill Creek provided that any fencing on land used for stock must be at least 4m from the edge of the Mill Creek water channel; and/or
- (c) for temporary closures permitted under clause 8;

- 4.1.2 do or permit or suffer to be done anything which may in any way injure, damage, or interfere with the efficient operation of any Easement Facility. If the Grantor is in breach of this obligation the Grantor shall promptly at the Grantor's expense properly and substantially repair and make good all such injury or damage. If the Grantor fails to promptly comply with this obligation, then the Grantee may perform the obligation and recover any costs incurred from the Grantor.

5. Rights of Way

- 5.1 The following rights will apply in relation to the ROW Easement Areas:
- 5.1.1 in relation to the Road Facility, the Grantee and Users have the rights and powers implied in easements under the Regulations, as they apply to rights of way;
- 5.1.2 In relation to the Path Facility, the Grantee and Users have the rights and powers that apply to the Rights of Way (pedestrian and cycle way) easements, as specified in clause 6.

6. Rights of Way (pedestrian and cycleway)

- 6.1 The Grantee, and Users, shall have the full, free, uninterrupted and unrestricted right to pass and repass, on foot or on a Recreational Device, over and along the Pedestrian/Cycle Easement Facility.
- 6.2 The Grantee shall have the right to mark the Pedestrian/Cycle Easement Facility with poles, markers, or other suitable indicators (**Markers**) informing the public that the Pedestrian/Cycle Easement Facility is available for public access, provided that the Markers are approved by the Grantor prior to installation, with such approval not to be unreasonably withheld. Should the Grantor require the installation of Markers to a higher standard than those usually installed by the Grantee then the Grantor shall pay for the additional cost of such Markers.
- 6.3 The Grantee shall have the right to install lighting on the Pedestrian/Cycle Easement Facility provided it is low level down-lighting only intended to illuminate the formed pedestrian and cycle way and is approved by the Grantor prior to installation, with such approval not to be unreasonably withheld. Should the Grantor require lighting to a higher standard than that which is usually installed by the Grantee then the Grantor shall pay for the additional cost of such lighting.

7. Open Space easements

- 7.1 The Grantee and Users shall have the right, at all times, to:
- 7.1.1 go over and along the Open Space Easement Facility; and
- 7.1.2 use the Open Space Easement Facilities for the purposes they are intended for.
- 7.2 No User of the Open Space Easement Facility will go over and along the Open Space Easement Area with any kind of vehicle, implement, machinery or Recreational Device, except:
- 7.2.1 where the User dismounts the Recreational Device, so as to ensure the safety of other Users making use of the Open Space Easement Area;

7.2.2 a disabled User which may use a Recreational Device to access and use the Open Space Easement Facility.

7.3 The Grantor (at its sole discretion) may create, install, remove and/or replace any Amenity within the Open Space Easement Area, from time to time.

7.4 The Grantee must not undertake any works or improvements within the Open Space Easement Area, including installing any track, fence, structure, or Amenity, without the Grantor's prior written consent (to be provided at the Grantor's sole discretion).

8. Closures

8.1 Subject to clause 8.2, the Grantor will be entitled to temporarily close or restrict access to any or all of the Easement Areas as the Grantor considers necessary (acting reasonably), including for private and/or commercial events at the Precinct, maintenance, repair, public health and safety, and/or security purposes.

8.2 The Grantor may only temporarily close or restrict access to any or all of the Easement Areas for private and/or commercial events at the Precinct for a maximum of 12 days per year, and such events must not take place over more than three consecutive days. Where there is to be a temporary closure due to private and/or commercial events at the Precinct, the Grantor will give the Grantee reasonable notice of any such temporary closure.

9. Restrictions on use

9.1 No User, or the Grantee, shall:

9.1.1 use the Burdened Land for improper, offensive or unlawful purposes, including consuming intoxicating liquor (except as permitted by the Grantor as part of the operations of the Precinct) or illegal substances while on the Burdened Land;

9.1.2 pollute, contaminate, discharge onto or into the Burdened Land any poisonous, noxious, dangerous or offensive substance or thing;

9.1.3 endanger, disturb or annoy any other lawful User of the Burdened Land;

9.1.4 fetter, obstruct, impede, endanger any Grantor or User or any owner or occupier of land adjoining the Burdened Land; or

9.1.5 carry out any commercial activity and/or any Group Event (whether commercial or not) without the prior written approval of the Grantor (at its sole discretion).

9.2 Each User shall at all times comply with:

9.2.1 any instructions from time to time issued by the Grantee or Grantor for the efficient, safe and harmonious use of the Burdened Land;

9.2.2 all signs, notices and Markers on any Easement Area;

9.2.3 any restrictions or prohibitions imposed by the Grantor, from time to time, as to domestic animals accompanying Users on the Burdened Land.

9.3 The Grantor reserves the right to exclude or evict from the Burdened Land any User who in the opinion of the Grantor is in breach of this instrument.

10. Relocation

- 10.1 In the event that the Grantor requires the permanent relocation of an Easement Facility for the purpose of developing the Burdened Land or the Precinct, the Grantor will give the Grantee notice (**Relocation Notice**) of the proposed relocation. The Relocation Notice will include evidence supporting the need for relocation.
- 10.2 Within one month of the Relocation Notice being provided by the Grantor to the Grantee, the Grantee will hold a meeting with the Grantor to discuss in good faith relocation of the Easement Facility with the object of agreeing a mutually acceptable relocation of the Easement Facility.
- 10.3 Provided a mutually acceptable relocation is agreed, the Grantor will meet the reasonable costs of:
 - 10.3.1 physically relocating the Easement Facility; and
 - 10.3.2 surrendering this easement instrument and registering a new easement instrument over the realigned route on the same terms (as relevant for the particular easement type) as this easement instrument (excluding this relocation right).

11. Vesting

- 11.1 The Grantee consents to any part of the Burdened Land being vested as any road or reserve (**Road and/or Reserve**) in the local authority, territorial authority, NZ Transport Agency (or any such replacement entity), or the Crown (each a **Governing Body**). The Grantee further consents to all or any part of the Burdened Land being declared to be road pursuant to Part 8 of the Public Works Act 1981 (as amended from time to time).
- 11.2 This clause will be deemed to be the Grantee's consent required to allow the Road and/or Reserve being vested or declared as road or reserve, as applicable, (including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981).
- 11.3 The Grantee and the Grantor agree that the rights and obligations under this instrument shall cease to apply and this instrument is deemed terminated in respect of any Road and/or Reserve immediately upon Land Information New Zealand Limited (**LINZ**) survey approval of the survey plan which provides for such vesting (**Survey Plan**).
- 11.4 If LINZ or a Governing Body determine that further written consent is required pursuant to this clause 5, the Grantee will (upon written request by the Grantor) execute and return in a timely manner any required consent, easement surrender document or any other document required in respect of this instrument to allow for any part of the Burdened Land to vest as Road and/or Reserve (as applicable).

View Instrument Details



Instrument No 12927755.3
Status Registered
Date & Time Lodged 28 February 2024 14:14
Lodged By Bijl, Joshua Andrew
Instrument Type Easement Instrument



Affected Records of Title	Land District
929490	Otago
929491	Otago

Annexure Schedule Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Laura Jane McPhail as Grantor Representative on 27/02/2024 04:02 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Laura Jane McPhail as Grantee Representative on 27/02/2024 04:02 PM

*** End of Report ***

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

Form 22

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor

Waterfall Park Developments Limited

Grantee

Waterfall Park Developments Limited

Grant of Easement or *Profit à prendre*

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

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain water	M, N & O on Deposited Plan 592019	Lot 3 Deposited Plan 540788 (RT 929490)	Lot 4 Deposited Plan 540788 (RT 929491)

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

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

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

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

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

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

Annexure Schedule 1 – Further Terms

1. Variation or Surrender

- 1.1 This easement instrument cannot be varied or surrendered without the prior written consent of Queenstown Lakes District Council (or any replacement local authority). 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 Act 2017.

2. Vesting

- 2.1 The Grantee consents to any part of the Burdened Land being vested as any road or reserve (**Road and/or Reserve**) in the local authority, territorial authority, NZ Transport Agency (or any such replacement entity), or the Crown (each a **Governing Body**). The Grantee further consents to all or any part of the Burdened Land being declared to be road pursuant to Part 8 of the Public Works Act 1981 (as amended from time to time).
- 2.2 This clause will be deemed to be the Grantee's consent required to allow the Road and/or Reserve being vested or declared as road or reserve, as applicable, (including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981).
- 2.3 The Grantee and the Grantor agree that the rights and obligations under this instrument shall cease to apply and this instrument is deemed terminated in respect of any Road and/or Reserve immediately upon Land Information New Zealand Limited (**LINZ**) survey approval of the survey plan which provides for such vesting (**Survey Plan**).
- 2.4 If LINZ or a Governing Body determine that further written consent is required pursuant to this clause 2, the Grantee will (upon written request by the Grantor) execute and return in a timely manner any required consent, easement surrender document or any other document required in respect of this instrument to allow for any part of the Burdened Land to vest as Road and/or Reserve (as applicable).

View Instrument Details

Instrument No	13089412.1
Status	Registered
Lodged By	Kuklinski, Rachel Emma
Date & Time Lodged	29 Aug 2024 08:44
Instrument Type	Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017

Affected Records of Title	Land District
929488	Otago
929489	Otago
929490	Otago
929491	Otago

Annexure Schedule	Contains 4 Pages
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Covenantor Certifications

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

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

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

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

Signature

Signed by Laura Jane McPhail as Covenantor Representative on 27/08/2024 02:01 PM

Covenantee Certifications

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

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

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

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

Signature

Signed by Laura Jane McPhail as Covenantee Representative on 27/08/2024 02:02 PM

*** End of Report ***

Form 26**Covenant Instrument to note land covenant**

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

Covenantor**Waterfall Park Developments Limited****Covenantee****Waterfall Park Developments Limited****Grant of Covenant**

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

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

Purpose of covenant	Shown reference (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Carpark covenant	Areas M, N, O, P Q DP 607902	Lot 4 DP 540788 (RT 929491)	Lots 1-3 DP 540788 (RTs 929488-929490)

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

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

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

[Annexure Schedule 1].

Annexure 1

1. Interpretation

1.1. In this Annexure Schedule 1 the following definitions apply:

Authorised Persons means:

- a. members of the public visiting the Precinct; and
- b. suppliers, employees and/or contractors approved by the Covenantor, providing goods or services to the Precinct.

Carpark Areas means areas M, N, O, P Q on DP 607902.

Land means the property contained, or previously contained in, Lots 1-4 DP 540788.

Precinct means the Ayrburn commercial hospitality precinct within the Land.

Vehicle means any vehicle, including a golf buggy, but excluding bicycles (whether motor-assisted or not).

2. Carpark Areas

2.1. Subject to the covenants in clause 3, the Covenantor covenants, for the benefit of the Covenantee:

- a. that the Carpark Areas will be available for parking of Vehicles by the Authorised Persons while they are visiting the Precinct;
- b. there will be a minimum of 81 parks formed within the Carpark Area;
- c. it will maintain and repair the Carpark Areas to ensure they are in good order and to prevent them from becoming a danger or nuisance;
- d. not to permit the Carpark Areas to be used for any purpose other than parking Vehicles. For the avoidance of doubt, charging of electric vehicles while parked will be permitted; and
- e. not to restrict or obstruct access to the Carpark Areas.

3. Contributions to maintenance

3.1. The Covenantor(s) and Covenantee(s) will each be responsible for a reasonable contribution to the costs of the maintenance and repair of the Carpark Areas to keep them in good order and prevent them from becoming a danger or nuisance.

4. Restricting Access

4.1. Notwithstanding any other provision of this covenant, the Covenantor may temporarily restrict and/or close access to the Carpark Areas;

- a. for health and safety reasons;
- b. for security reasons;
- c. for maintenance, construction and repair purposes; and/or
- d. where permitted private events are being held within the Precinct and the Precinct, or any part of it, is not open to the public.

4.2. The Covenantor may:

- a. impose reasonable time restrictions on the use of the Carpark Areas;
- b. require Authorised Persons and/or their vehicles to leave the Carpark Areas where they are:
 - i. causing a nuisance within the Precinct;
 - ii. damaging the Precinct and/or Carpark Areas; and/or
 - iii. interfering with other Authorised Persons using the Carpark Areas.

5. Council Approval

- 5.1. The Covenantor and Covenantee acknowledge and agree that this instrument may not be surrendered or varied without consent from Queenstown Lakes District Council (or any replacement local authority). The Covenantor and Covenantee must obtain written consent from Queenstown Lakes District Council (or any replacement local authority) before surrendering or varying this 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.

6. Vesting

- 6.1. The Covenantee consents to any part of the Burdened Land being vested as any road or reserve (**Road and/or Reserve**) in the local authority, territorial authority, NZ Transport Agency (or any such replacement entity), or the Crown (each a **Governing Body**). The Covenantee further consents to all or any part of the Burdened Land being declared to be road pursuant to Part 8 of the Public Works Act 1981 (as amended from time to time).
- 6.2. This clause will be deemed to be the Covenantee's consent required to allow the Road and/or Reserve being vested or declared as road or reserve, as applicable, (including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981).
- 6.3. The Covenantee and the Covenantor agree that the rights and obligations under this instrument shall cease to apply and this instrument is deemed terminated in respect of any Road and/or Reserve immediately upon Land Information New Zealand Limited

(**LINZ**) survey approval of the survey plan which provides for such vesting (**Survey Plan**).

- 6.4. If LINZ or a Governing Body determine that further written consent is required pursuant to this clause 6, the Covenantee will (upon written request by the Covenantor) execute and return in a timely manner any required consent, easement surrender document or any other document required in respect of this instrument to allow for any part of the Burdened Land to vest as Road and/or Reserve (as applicable).