



COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 103217
Land Registration District Otago
Date Issued 02 December 2003

Prior References

OT15B/739 OT8A/1030 OT8A/1032

Estate Fee Simple
Area 4.8234 hectares more or less
Legal Description Lot 2 Deposited Plan 325561

Proprietors

Ladies Mile Properties Limited

Interests

474208 Gazette Notice declaring the State Highway No. 6 adjoining the within land to be a limited access road from 14.12.1976 - 4.3.1977 at 10.18 am

Subject to a right to convey water over part marked F,H,FA DP 325561 created by Transfer 834400.2 - 19.7.1993 at 10:00 am

Land Covenant in Deed 834400.3 - 19.7.1993 at 10.00 am

Subject to a right to convey water over part marked F,H,FA DP 325561 created by Transfer 838259.2 - 10.9.1993 at 9:19 am

Appurtenant to part formerly CT OT15B/739 is a right to convey water created by Transfer 838259.2 - 10.9.1993 at 9:19 am

Land Covenant in Deed 838259.3 - 10.9.1993 at 9.19 am

Subject to a right to convey water over part marked F,H,FA DP 325561 created by Transfer 850246.3 - 3.3.1994 at 10:46 am

Land Covenant in Deed 850246.4 - 3.3.1994 at 10.46 am

Subject to a right to convey water over part marked F,H,FA DP 325561 created by Transfer 850246.6 - 3.3.1994 at 10:46 am

Land Covenant in Deed 850246.7 - 3.3.1994 at 10.46 am

Land Covenant in Deed 5226852.1 - 21.5.2002 at 9:13 am (affects part formerly CT OT15B/739)

5820735.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.12.2003 at 9:00 am

Subject to a right to convey telecommunications in gross over part marked G,F,IA DP 325561 to Telecom New Zealand Limited created by Easement Instrument 5820735.5 - 2.12.2003 at 9:00 am

The easements created by Easement Instrument 5820735.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity in gross over part marked F,H,HA,IA DP 325561 to Aurora Energy Limited created by Easement Instrument 5820735.6 - 2.12.2003 at 9:00 am

The easements (except marked H,HA DP 325561) created by Easement Instrument 5820735.6 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey water over part marked F,H,FA,IA DP 325561 created by Easement Instrument 5820735.7 - 2.12.2003 at 9:00 am

Appurtenant hereto are rights of way and rights to convey water created by Easement Instrument 5820735.7 -

Identifier

103217

2.12.2003 at 9:00 am

The easements (except rights to convey water appurtenant to lot 101 DP 325561) created by Easement Instrument 5820735.7 are subject to Section 243 (a) Resource Management Act 1991

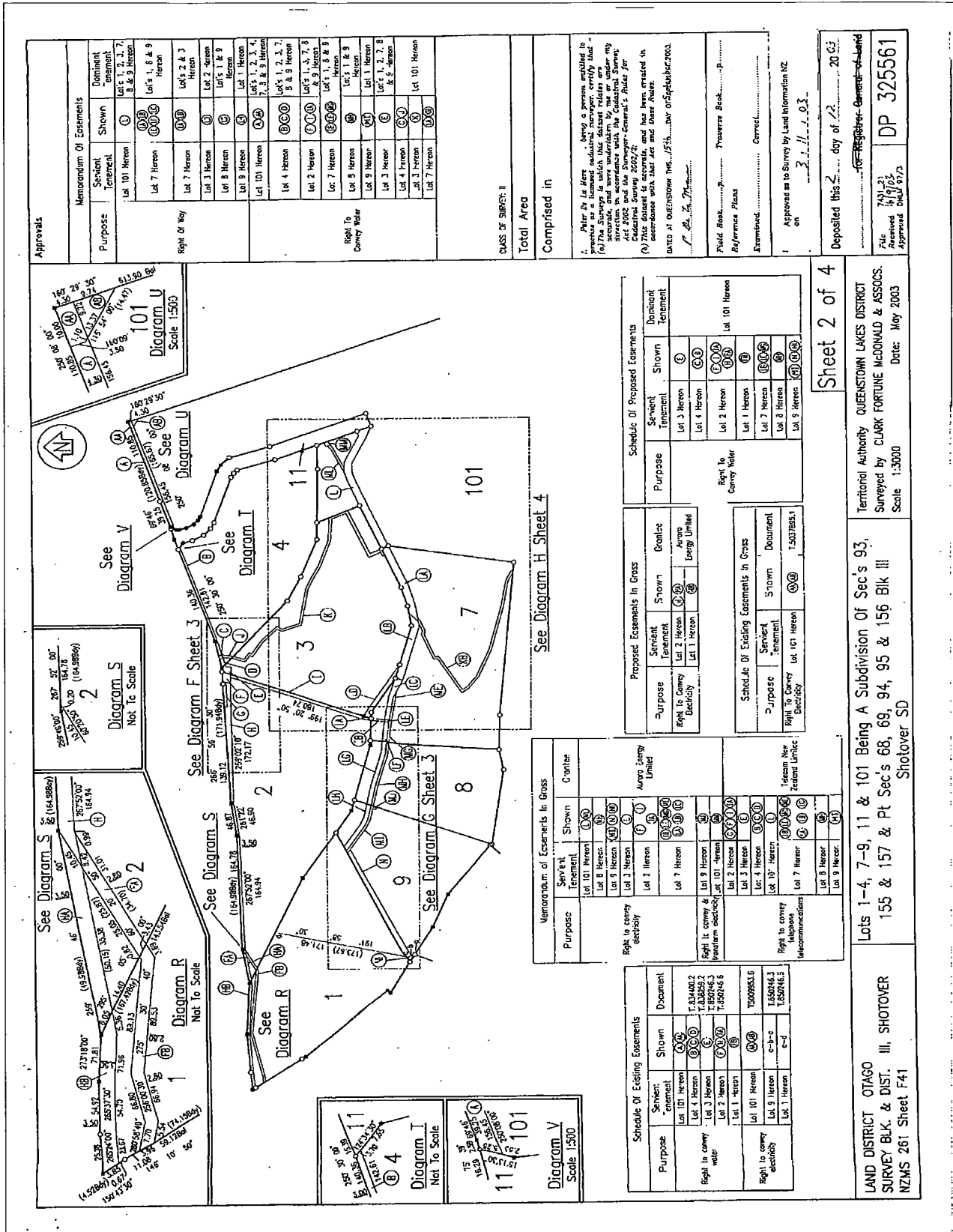
Land Covenant in Easement Instrument 5907860.3 - 23.2.2004 at 9:00 am

5907860.5 Encumbrance to Grant William Stalker, Terence McCashin and Beverley McCashin - 23.2.2004 at 9:00 am

11186221.5 Mortgage to Westpac New Zealand Limited - 3.8.2018 at 3:55 pm

11191027.1 CAVEAT BY CONOR JOSEPH ENGLISH - 3.8.2018 at 5:12 pm

Search Copy Dated 6/08/18 3:53 pm, Page 3 of 6
Register Only



Approvals

Memorandum of Easements		
Purpose	Servient Tenement	Dominant Tenement
Right of Way	Lot 101 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 7 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 7 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 7 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
Right To Carry Water	Lot 8 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 9 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 101 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 4 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 2 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 7 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 9 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 8 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 9 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon
	Lot 101 Hereon	Lot 1, 2, 3, 4, 5, 6, 7, 8 & 9 Hereon

CLASS OF SURVEY: I

Total Area

Comprised in

I, Peter D. Leary, being a person entitled to practice as a licensed professional surveyor, certify that the Survey in which this document is contained was made by me or under my direction in accordance with the Surveying Act 2002 and the Surveying General's Rules for Certified Surveyors 2002/2.

(1) The Survey was made on the day of the month of the year 2003.

(2) The Survey was made in accordance with the Act and these Rules.

DATED at QUEENSTOWN this 25th day of September 2003.

P. D. Leary

Field Book: Traverse Book:
 Reference Plans:
 Examined: Correct:
 Approved as to Survey by Land Information NZ on 25/9/03 J. O.S.

Deposited this 25th day of 2003
 for Registrar-General's Office
 File No. 741/21
 DP 325561
 Approved Date 9/10/03

Schedule Of Proposed Easements		
Purpose	Servient Tenement	Dominant Tenement
Right To Carry Electricity	Lot 3 Hereon	Lot 101 Hereon
	Lot 2 Hereon	Lot 101 Hereon
	Lot 1 Hereon	Lot 101 Hereon
	Lot 9 Hereon	Lot 101 Hereon
Right To Carry Water		
Right To Carry Telecommunications		

Schedule Of Existing Easements		
Purpose	Servient Tenement	Dominant Tenement
Right To Carry Electricity	Lot 3 Hereon	Lot 101 Hereon
	Lot 2 Hereon	Lot 101 Hereon
	Lot 1 Hereon	Lot 101 Hereon
	Lot 9 Hereon	Lot 101 Hereon
Right To Carry Water		
Right To Carry Telecommunications		

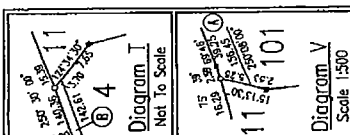
Memorandum of Easements in Gross		
Purpose	Servient Tenement	Grantee
Right to carry electricity	Lot 101 Hereon	Auro Energy Limited
	Lot 8 Hereon	
	Lot 9 Hereon	
	Lot 101 Hereon	
Right to carry & maintain electricity	Lot 101 Hereon	Telecom New Zealand Limited
	Lot 8 Hereon	
	Lot 9 Hereon	
	Lot 101 Hereon	

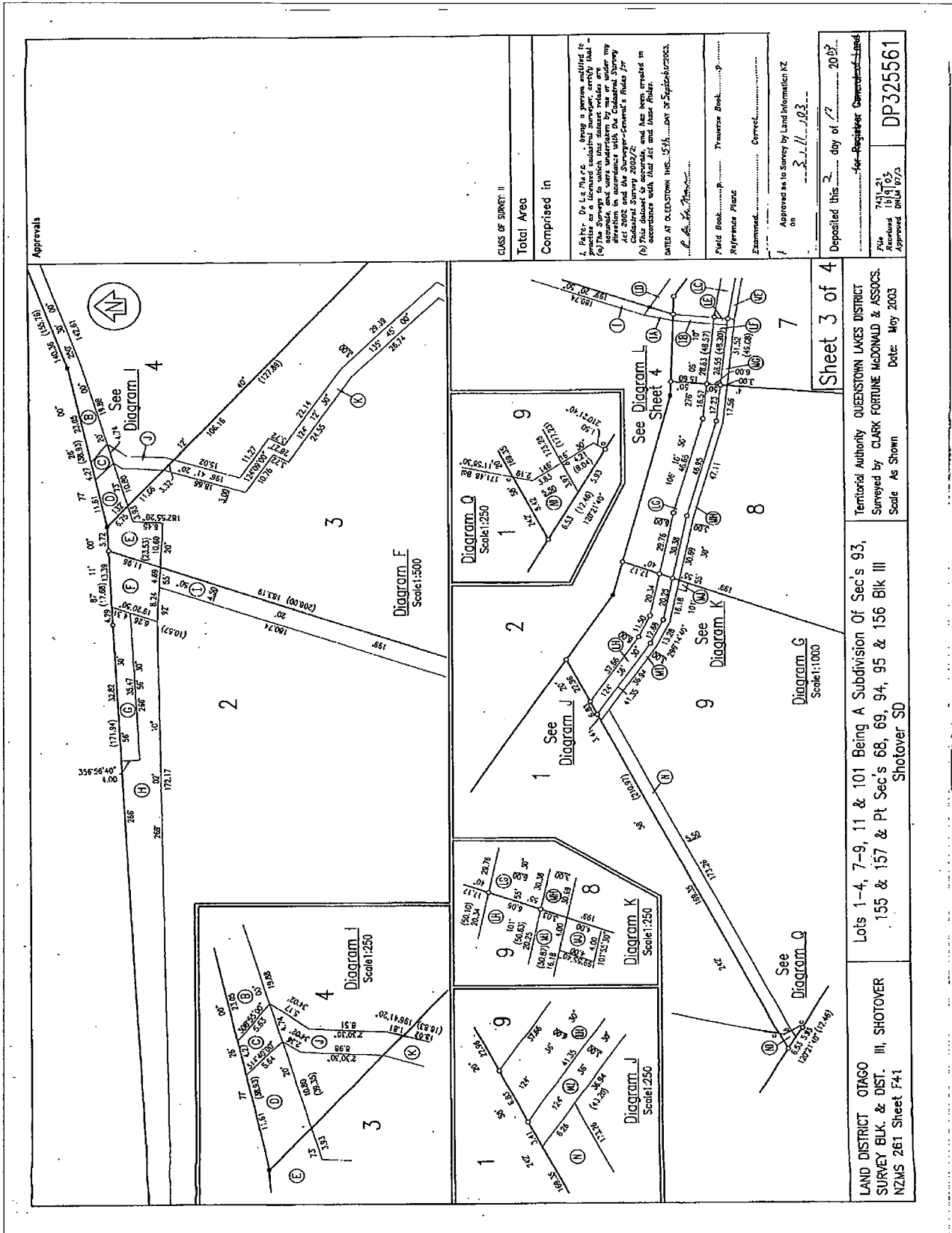
Sheet 2 of 4

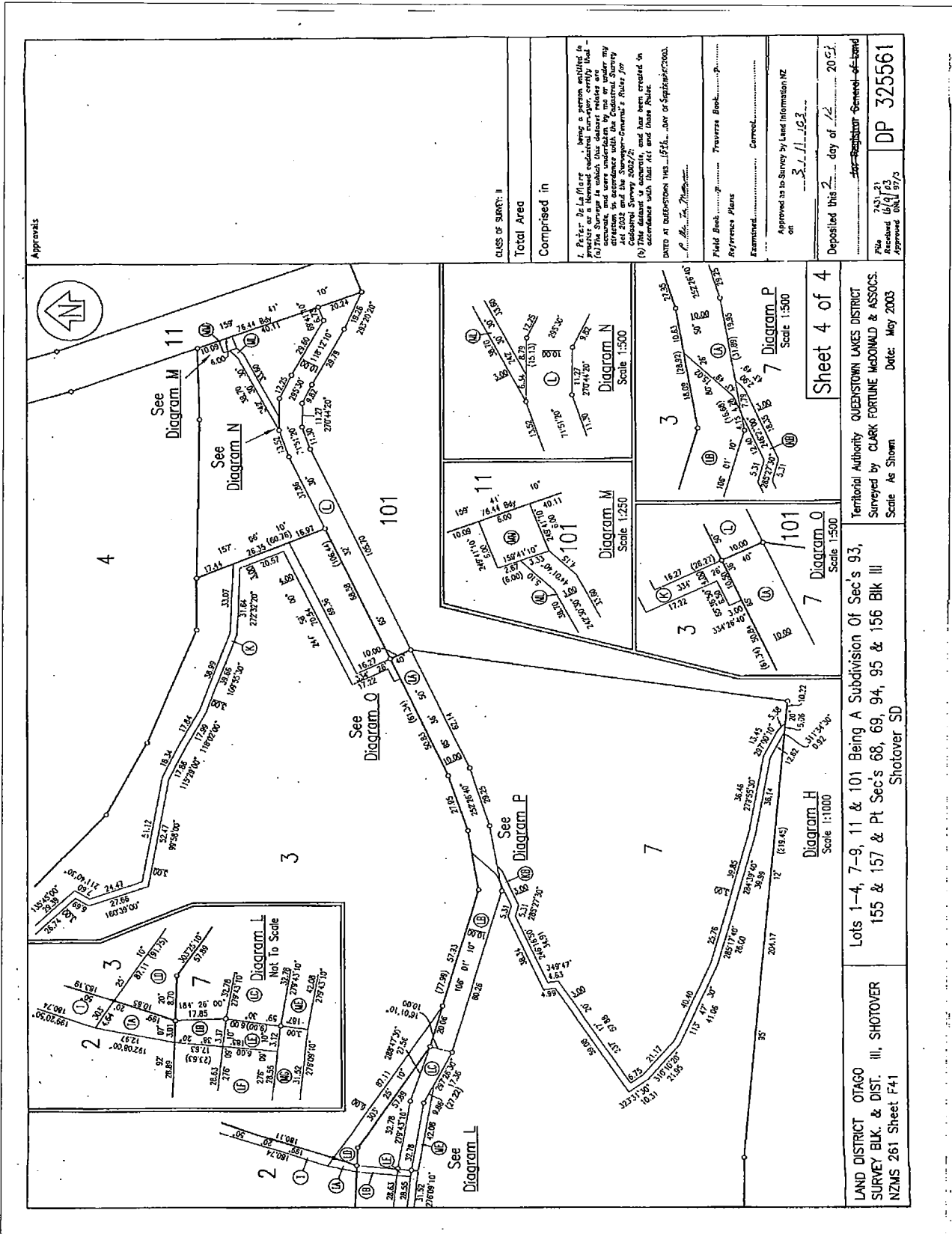
Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOC.
 Scale 1:5000 Date: May 2003

Lots 1-4, 7-9, 11 & 101 Being A Subdivision Of Sec's 93, 155 & 157 & Pt Sec's 68, 69, 94, 95 & 156 Blk III
 Shotover SD

LAND DISTRICT OTAGO
 SURVEY BLK. & DIST. III. SHOTOVER
 NZMS 261 Sheet F41









COMPUTER FREEHOLD REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 522182
Land Registration District Otago
Date Issued 20 January 2011

Prior References

103218 348109

Estate Fee Simple
Area 4.5612 hectares more or less
Legal Description Lot 1 Deposited Plan 431492

Proprietors
Ladies Mile Properties Limited

Interests

474208 Gazette Notice declaring the State Highway No. 6 adjoining the within land to be a limited access road from 14.12.1976 - 4.3.1977 at 10.18 am (Affects part formerly Lot 3 DP 325561)

Subject to a right to convey water over part marked N on DP 431492 created by Transfer 834400.2 - 19.7.1993 at 10:00 am

Land Covenant in Deed 834400.3 - 19.7.1993 at 10.00 am

Subject to a right to convey water over part marked N on DP 431492 created by Transfer 838259.2 - 10.9.1993 at 9:19 am

Appurtenant to parts formerly Part Section 68 and Part Section 94 Blk III Shotover SD contained in CT OT15B/739 and part formerly Lot 20 DP 386956 is a right to convey water created by Transfer 838259.2 - 10.9.1993 at 9:19 am

Land Covenant in Deed 838259.3 - 10.9.1993 at 9.19 am

Subject to a right to convey water over part marked N on DP 431492 created by Transfer 850246.3 - 3.3.1994 at 10:46 am

Land Covenant in Deed 850246.4 - 3.3.1994 at 10.46 am

Subject to a right to convey water over part marked N on DP 431492 created by Transfer 850246.6 - 3.3.1994 at 10:46 am

Land Covenant in Deed 850246.7 - 3.3.1994 at 10.46 am

Land Covenant in Deed 5226852.1 - 21.5.2002 at 9:13 am (Affects parts formerly Part Section 68 and Part Section 94 Blk III Shotover SD contained in CT OT15B/739 and part formerly Lot 20 DP 386956)

5820735.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.12.2003 at 9:00 am (Affects part formerly Lot 3 DP 325561)

Subject to a right to convey telecommunications (in gross) over part marked N on DP 431492 to Telecom New Zealand Limited created by Easement Instrument 5820735.5 - 2.12.2003 at 9:00 am

The easements created by Easement Instrument 5820735.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey electricity (in gross) over parts marked N & ML and to establish and maintain an electricity transformer and ancillary equipment over part marked MM on DP 431492 to Aurora Energy Limited created by Easement Instrument 5820735.6 - 2.12.2003 at 9:00 am

The easements created by Easement Instrument 5820735.6 are subject to Section 243 (a) Resource Management Act 1991

Identifier**522182**

Subject to a right of way over part marked LD and right to convey water over parts marked K and N on DP 431492 created by Easement Instrument 5820735.7 - 2.12.2003 at 9:00 am

Appurtenant to part formerly Lot 3 DP 325561 are rights of way and appurtenant hereto are rights to convey water created by Easement Instrument 5820735.7 - 2.12.2003 at 9:00 am

Some of the easements created by Easement Instrument 5820735.7 are subject to Section 243 (a) Resource Management Act 1991 (See DP 325561)

Land Covenant in Easement Instrument 5907860.3 - 23.2.2004 at 9:00 am

6500292.3 Encumbrance to Ladies Mile Partnership - 19.7.2005 at 9:00 am (Affects part formerly Lot 3 DP 325561)

Subject to a right to convey water over part marked E and to store and convey water over part marked F on DP 431492 created by Easement Instrument 8410792.5 - 9.2.2010 at 9:00 am

The easements created by Easement Instrument 8410792.5 are subject to Section 243 (a) Resource Management Act 1991

8481955.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 5.5.2010 at 3:27 pm (Affects part formerly Lot 20 DP 386956)

8481955.4 Encumbrance to Queenstown Lakes District Council - 5.5.2010 at 3:27 pm (Affects part formerly Lot 20 DP 386956)

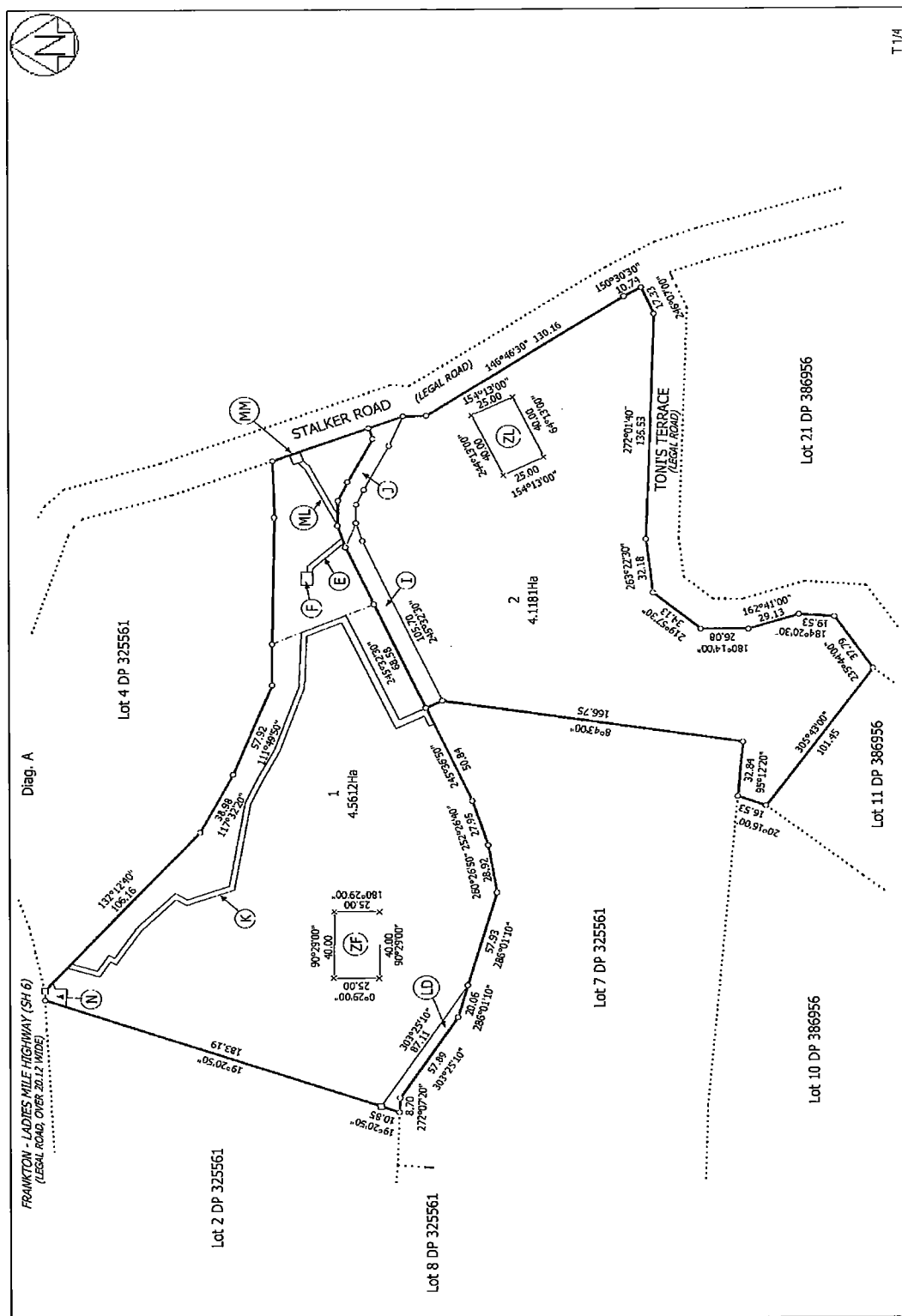
Subject to a right to convey water over part marked E and to store and convey water over part marked F on DP 431492 created by Easement Instrument 8678414.5 - 20.1.2011 at 1:56 pm

The easements created by Easement Instrument 8678414.5 are subject to Section 243 (a) Resource Management Act 1991

9562502.3 Surrender of the right to store and convey water and right to convey water in so far as it appurtenant to Lot 5 DP 386958 specified in Easement Instrument 8410792.5 - 6.11.2013 at 3:51 pm

11186221.6 Mortgage to Westpac New Zealand Limited - 3.8.2018 at 3:55 pm

11191027.1 CAVEAT BY CONOR JOSEPH ENGLISH - 3.8.2018 at 5:12 pm



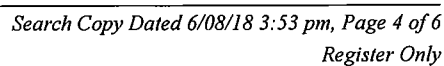
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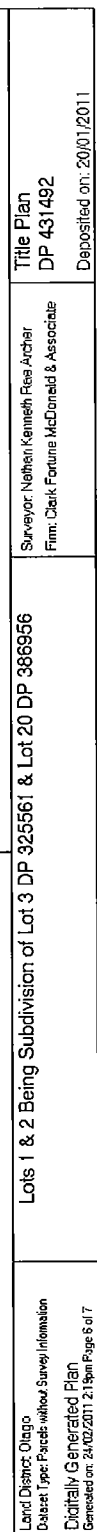
Title Plan
DP 431492

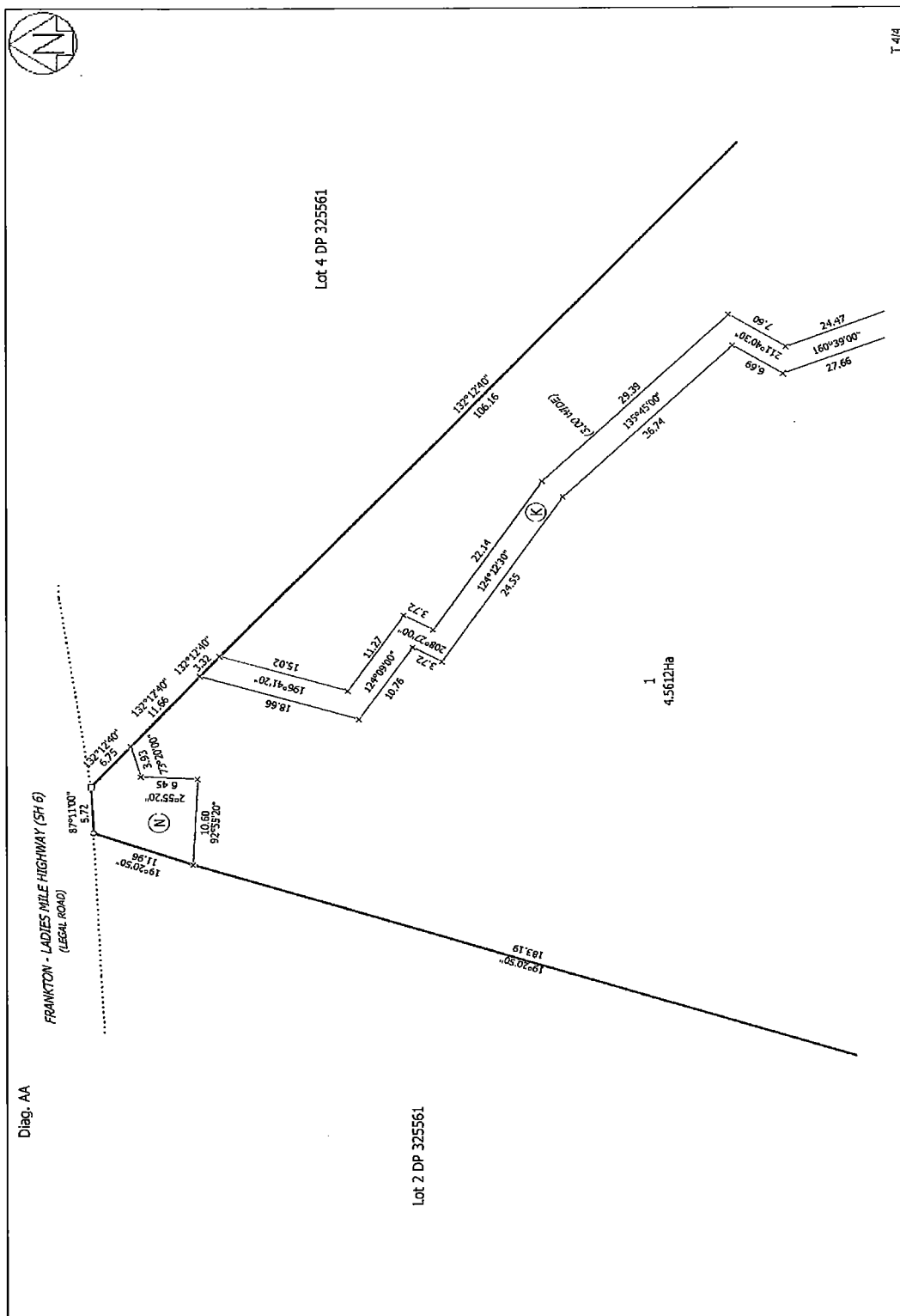
Surveyor: Nathan Kenneth Fias Archer
Firm: Clark Fortune McDonald & Associate

Lots 1 & 2 Being Subdivision of Lot 3 DP 325561 & Lot 20 DP 386956

Land District: Ottagio
Dataset Type: Parcels without Survey Information
Digitally Generated Plan
Generated on: 24/02/2011 2:19pm Page 4 of 7







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Title Plan
DP 431492

Surveyor: Nathan Kenneth Ras Archer
Firm: Clark Fortune McDonald & Associate

Deposited on: 20/01/2011

Lots 1 & 2 Being Subdivision of Lot 3 DP 325561 & Lot 20 DP 386956

Land District: Otago
Dataset Type: Parcels without Survey Information
Digitally Generated Plan
Generated on: 24/02/2011 2:19pm Page 7 of 7



View Instrument Details

Instrument Type	Caveat against dealings with land under s137 Land Transfer Act 1952
Instrument No	11191027.1
Status	Registered
Date & Time Lodged	03/08/2018 17:12:06
Lodged By	Matthew Namana Pearse

Affected Computer Registers	Land District
103217	Otago
522182	Otago

Registered Proprietor
Ladies Mile Properties Limited

Caveator
Conor Joseph English

Estate or Interest claimed

The Caveator claims an interest in the land contained in the above certificates of title as beneficiary of a trust, by virtue of an agreement for sale and purchase dated 2 May 2018:

- entered into by Wayne Foley as agent for the Caveator and subsequently nominated to the registered proprietor pursuant to that agreement for sale and purchase; or
- (in the alternative) entered into by Wayne Foley on behalf of the Caveator and Wayne Foley as co-venturers in a proposed joint venture for the purchase and development of the land, and subsequently nominated to the registered proprietor pursuant to that agreement for sale and purchase.

Notice

Take notice that the Caveator forbids the registration of any instrument, having the effect of charging or transferring, or otherwise affecting, the estate or interest protected by this caveat, until this caveat has been withdrawn by the Caveator, removed by order of the High Court, or until the same has lapsed under the provisions of Section 145 or Section 145A of the Land Transfer Act 1952.

Address for Service of Caveator

Conor Joseph English
C/- Buddle Findlay Solicitors, Attention: Scott Barker
PO Box 2694
Wellington
New Zealand
6140

Address for Registered Proprietor

Ladies Mile Properties Limited
C/- AWS Legal
20 Athol Street
Queenstown
New Zealand
9300



View Instrument Details

Caveator Certifications

I certify that I have the authority to act for the Caveator 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 Caitlin Olivia Olsen as Caveator Representative on 03/08/2018 05:10 PM

*** End of Report ***

834400.3

Y

DATED 18 FEBRUARY 1993

BRYAN BRUCE COLLIE

and

WALTER JAMES RUTHERFORD

"Covenantor"

RUSSELL GRAEME HAMILTON

and

PATRICIA JOAN HAMILTON

"Covenantee"

DEED OF COVENANT
WATER SUPPLY SCHEME

1000 L/day

ANDERSON LLOYD
SOLICITORS
QUEENSTOWN AND DUNEDIN

DEED OF COVENANT

WATER SUPPLY SCHEME

DATED 18 FEBRUARY 1993

PARTIES

- I. BRYAN BRUCE COLLIE of Queenstown, Chartered Accountant and WALTER JOHN RUTHERFORD of Queenstown, Solicitor ("the Covenantor")
- II. RUSSELL GRAEME HAMILTON of Queenstown, Farmer and PATRICIA JOAN HAMILTON his wife ("the Covenantee")

INTERPRETATION

In this Deed the term "the Covenantor" includes all persons executing this Deed as Covenantor and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of each piece of land described in Schedule A their tenants, licensees and invitees.

In this Deed the term "the Covenantee" includes all persons executing this Deed as Covenantee and jointly and severally if more than one and their executors, administrators, assigns and successors in title the successive owners of each piece of land described in Schedule B their tenants, licensees and invitees.

BACKGROUND

- A. The Covenantor is the registered proprietor of the lands described in Schedule A.
- B. As a result of a number of plans of subdivision in the course of preparation as at the date of this Deed it is intended that the lands described in Schedule A will be subdivided and that the separate pieces of land resulting from such subdivisions will in the future be owned by separate and different registered proprietors.
- C. The Covenantee is the registered proprietor of the land described in Schedule B.
- D. The Covenantor has installed a water supply scheme for the benefit of the lands described in Schedules A and B. The water supply scheme comprises a bore, a pump, a storage tank and a water supply network comprising pipelines and water supply easements installed and created or to be installed and created as more particularly detailed below.
- E. The Covenantor and Covenantee have agreed to enter into this Deed of Covenant to create and record the rights and obligations of the registered proprietors of the lands intended to be served by and to obtain the benefit of the water supply scheme.



- F. It is intended that the water supply scheme be for the benefit of all of the lands described in Schedules A and B on the terms and conditions detailed below and that the covenants contained herein be mutually enforceable inter se by the registered proprietors of the lands described in Schedules A and B from time to time.

THIS DEED WITNESSETH:

1. The Covenantor HEREBY COVENANTS with the Covenantee to henceforth and for all time comply with the obligations of the Covenantor set out in this Deed and to henceforth and for all time permit the exercise of the rights of the Covenantee set out in this Deed AND HEREBY GRANTS to the Covenantee the right to require the Covenantor to do any thing necessary to carry out the Covenantor's obligations as set out in this Deed and to refrain from doing any thing which may prevent the Covenantee from exercising the Covenantee's rights as set out in this Deed.
2. The Covenantee HEREBY COVENANTS with the Covenantor to henceforth and for all time comply with the obligations of the Covenantee set out in this Deed and to henceforth and for all time permit the exercise of the rights of the Covenantor set out in this Deed AND HEREBY GRANTS to the Covenantor the right to require the Covenantee to do any thing necessary to carry out the Covenantee's obligations as set out in this Deed and to refrain from doing any thing which may prevent the Covenantor from exercising the Covenantor's rights as set out in this Deed.

WATER SUPPLY SCHEME - INSTALLATION AND WATER ENTITLEMENTS

3. The Covenantor has installed a water supply scheme which comprises the following:
 - a. An artesian bore situated at the eastern end of the water supply easement marked "B" on attached Plan A.
 - b. A Grundfos SP3A-36-3 SHP 3 phase pump situated at the site of the said artesian bore.
 - c. A 4,500 litre storage tank shown as part of water supply easement "A" on Deposited Plan 21761 (to which water is to be pumped from the artesian bore). A copy of Deposited Plan 21761 is attached and marked Plans B and C.
 - d. A water supply pipeline system along the water supply easements marked "A", "B", "C" and "D" on attached Plan A and "N" and "A" on attached Plans B and C.

For clarification purposes, the water supply scheme works as follows: Water is pumped from the artesian bore along easements "N" and "A" on Plans B and C to the tank shown as part of easement "A" on Plans B and C. The water then gravity feeds back along easements "A" and "N" on Plans B and C, then along easement "B" on Plan A, across the road, and along easements "A", "C" and "D" on Plan A.

4. The water supply scheme shall serve the lands detailed in Schedule C.

5. The registered proprietor of each piece of land detailed in Schedule C shall only be entitled to draw water for that purpose or purposes described in Schedule C as pertaining to that piece of land. For the purposes of this clause 5 and the following clause 6 joint registered proprietors of one piece of land shall be deemed to be one registered proprietor.
6.
 - a. The registered proprietor of each piece of land detailed in Schedule C shall be entitled to the minimum water supply from the water supply scheme as is specified in Schedule C as pertaining to that piece of land.
 - b. Water available to any separate piece of land connected to the water supply scheme shall be limited by a restrictor valve. The restrictor valves installed shall be of such size as to limit the amount of water able to be supplied to each piece of land connected to the water supply scheme to the minimum supply described in Schedule C as pertaining to that piece of land.

RIGHTS OF THE PARTIES

7. The registered proprietors of the lands subject to this Deed shall have the following rights:
 - a. The right to draw water from the said artesian bore as described and as limited pursuant to clauses 5 and 6 and Schedule C.
 - b. The right to service and maintain the said artesian bore and the pump or pump house or pump station situated at the site of the artesian bore for the purpose of pumping water to the water storage tank described in water supply easement "A" on Plans B and C.
 - c. The full free uninterrupted and unrestricted right, liberty and privilege for themselves, their tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon any part of the lands described in Schedules A and B and to remain there for any reasonable time for the purpose of maintaining, servicing, replacing and/or renewing the artesian bore and the pump/pump house/pump station and the water pipeline system or any part thereof including replacement of restrictor valves and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the said lands and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.
8. The parties acknowledge that such easements to convey water plus ancillary pipeline installation and maintenance rights as are necessary for the purposes of the water supply scheme have been created or shall be created pursuant to Easement Certificates and Memoranda of Transfer separate and distinct from this Deed.



OBLIGATIONS OF THE PARTIES

9. The registered proprietors of the lands subject to this Deed shall:

- a. Restrict the amount of water drawn from the water supply scheme for the benefit of each separate piece of land detailed in Schedule C as specified in clauses 5 and 6 and Schedule C and for that purpose shall install and/or maintain the necessary restrictor valves and related equipment necessary to ensure that any restrictions required from time to time are maintained at all times.
- b. Service and maintain the water supply scheme in accordance with the provisions of clause 10.
- c. Pay upon demand a proportionate share of the costs of servicing, maintaining and operating the water supply scheme in accordance with the provisions of clauses 10 and 11.

MAINTENANCE OF WATER SUPPLY SCHEME

10. a. Subject to clauses 12 and 13 the registered proprietor of each separate piece of land comprising the lands detailed in Schedules A and B shall be responsible for maintaining and servicing and for paying the costs of maintaining and servicing that part of the water supply scheme which serves the land owned by that registered proprietor. If part of the water supply scheme serves more than one piece of land then the registered proprietors of those pieces of land served by that part of the water supply scheme shall share service and maintenance costs. For the purposes of this clause joint registered proprietors of one piece of land shall be deemed to be one registered proprietor.
- b. Where any service and maintenance costs are to be shared by more than one registered proprietor such costs shall be shared equally subject to any unequal apportionment which may be required pursuant to clause 13.

OPERATING COSTS OF WATER SUPPLY SCHEME

11. Subject to clauses 12, 13 and 14 the cost of electricity or any other means used to operate or fuel the operation of the pump or other mechanism serving the water supply scheme plus any other operating costs shall be divided equally amongst the registered proprietors of the separate pieces of land comprising the lands detailed in Schedules A and B. For the purposes of this clause joint registered proprietors of one piece of land shall be deemed to be one registered proprietor.



NO LIABILITY UNTIL CONNECTED

12. A registered proprietor shall only be liable pursuant to this Deed for any liabilities and/or costs arising during such period as the land owned by that registered proprietor is connected to the water supply scheme. For the purposes of this clause and without in any way limiting the phrase "is connected to", if a residence or other building is erected on any piece of land detailed in Schedules A and B and such residence or other building is connected to the water supply scheme then that piece of land shall be deemed to be connected to the water supply scheme.

STOCK WATER SUPPLY USER INCURS ADDITIONAL SHARE OF COSTS

13. The Covenantor as registered proprietor of the land described in Schedule A shall, during any time that the land has both a domestic water supply and a stock water supply, pay a proportionate share of service, maintenance and operating costs (pursuant to clauses 10 and 11) 100% greater than the proportionate share paid by the registered proprietor of any other piece of land connected to the water supply scheme for domestic purposes only **PROVIDED THAT** this clause shall only apply when the said stock water supply is connected to the water supply scheme and is in use.

SEPARATE WATER SUPPLY SCHEME

14. a. The artesian bore and the pump and the tank referred to in subclauses 3(a), (b) and (c) also supply water to another water supply system separate and distinct from the water supply system the subject of this deed.
- b. The Covenantor as registered proprietor of the lands described a and b in Schedule A shall ensure that such maintenance and operating costs pursuant to clauses 10 and 11 as relate to the said bore, pump, and tank shall be properly apportioned between the two separate water supply schemes in accordance with the number of users connected to each water supply scheme and the water entitlements of those users.

COVENANTOR RESPONSIBLE FOR OPERATION

15. a. In order to ensure the efficient and orderly operation and maintenance of the water supply scheme the Covenantor as registered proprietor of the lands described a and b in Schedule A shall:
- i. carry out all necessary maintenance of and repairs to the artesian bore and the pump/pump house/pump station and be responsible for ensuring the continual proper operation of the water supply scheme from the artesian bore as far as and including the storage tank shown as part of water supply easement "A" on Plans B and C;
 - ii. arrange for receipt and payment of all electricity charges and other payments necessary to ensure the continual pumping of water from the artesian bore to the storage tank;



- iii. maintain a separate bank account for all receipts and payments relating to the operation and maintenance of the water supply scheme;
 - iv. regularly invoice all registered proprietors liable pursuant to clauses 10 and 11 to contribute to the operating and maintenance costs of the water supply scheme for their proportionate share of such costs incurred.
- b. For the purposes of this clause the Covenantor may require all those registered proprietors referred to in clauses 10 and 11 to pay by bank automatic payment or otherwise into the said bank account a regular payment on account of maintenance and operating costs to be incurred by those proprietors pursuant to clauses 10 and 11, all such moneys to be applied in payment of such costs. Any such requirement made pursuant to this subclause shall be an obligation of such registered proprietors for the purposes of this Deed.
- c. The Covenantor may charge a fee for carrying out the Covenantor's duties pursuant to this clause, such fee to be based upon time spent at a reasonable hourly rate and to be charged to reimburse the Covenantor for such time spent. Such fee shall be deemed to be an operating cost pursuant to clause 11.

DEFAULT

16. No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provision in this Deed (whether express or implied) or for any other cause, it being the intention of the parties that the provisions of this Deed of Covenant shall subsist for all time until surrendered.
17. If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this Deed the following provisions shall apply:
- a. Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiry of not less than seven days from service of the default notice, the provisions of this default clause shall apply.
 - b. If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
 - i. perform such obligation;
 - ii. take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the water supply scheme;



- iii. enter onto the land owned by the defaulting party or any other land subject to this Deed and carry out any work required to perform such obligation and/or disconnect the land owned by the defaulting party from the water supply scheme.
- c. The defaulting party shall be liable to pay to the affected party:
 - i. all costs of and incidental to the preparation and service of the default notice;
 - ii. all costs of and incidental to any such disconnection;
 - iii. the proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this Deed.
- d. The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- e. If the water supply to the land owned by the defaulting party is disconnected pursuant to this clause the defaulting party may not reconnect or have reconnected such water supply until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

NO INTERFERENCE

18. No party shall do any act which impedes, interferes with or restricts the rights of any other party or other authorised persons arising pursuant to this Deed.

THIS DEED SHALL ENURE FOR ALL TIME

19. The covenants, rights and obligations contained in this Deed shall enure for all time for the benefit and burden as appropriate of all the lands owned by the parties to this Deed and every part thereof.

SALE BY COVENANTOR

20. The Covenantor reserves the right to sell, lease or otherwise dispose of any part of the lands described in Schedule A either subject to or free from all or any of the stipulations, provisions, obligations or restrictions imposed herein **PROVIDED THAT** any piece of land thus sold shall not be entitled to connect to or use the water supply scheme unless the purchaser of same shall have first entered into a Deed of Covenant pursuant to clause 21.
21. The Covenantor reserves the right to sell, lease or otherwise dispose of any part of the lands described in Schedule A and to permit such land to be connected to and be served by the water supply scheme **PROVIDED THAT**:
- a. Any purchaser of such land shall first enter into a Deed of Covenant (which shall be registered against such land) binding that purchaser to the rights and obligations of this Deed as if that purchaser were a party to this Deed in respect of that land;



- b. The effect of such extra user served by the water supply scheme shall not reduce the water supply to any of the separate pieces of land detailed in Schedule C below the minimum water supply specified in Schedule C as pertaining to that piece of land.

LIABILITY ONLY INCURRED BY REGISTERED PROPRIETOR

22. a. A registered proprietor shall only be liable pursuant to this Deed for liabilities and/or costs arising pursuant to this Deed prior to the date that such registered proprietor ceases to be registered as proprietor of the land in respect of which the liabilities and/or costs arise PROVIDED THAT such registered proprietor has notified the Covenantor of the change of ownership of the land and the name and address of the new registered proprietor of the land.
- b. The registration of a transfer of a registered proprietor's interest in any land subject to this Deed shall not operate to relieve the transferor from any liability arising pursuant to this Deed prior to the date of registration of such transfer.

LIMITATION OF LIABILITY OF TRUSTEES

23. a. Notwithstanding any provision contained in this Deed or otherwise implied by law the covenantors Bryan Bruce Collie and Walter John Rutherford enter into and execute this Deed of Covenant solely as Trustees (and not further in their personal capacity or otherwise) and the liability and obligation of the said Bryan Bruce Collie and Walter John Rutherford hereunder whether for payment of monies or performance or observance of any covenant herein contained or implied shall at all times be construed only as a liability or obligation to pay the said monies or perform and observe the said covenants out of and so far as the Trust assets held by the covenantors and such other trustee or trustees pursuant to a Deed of Trust dated 9 June, 1966 known as the Trevor Stalker Family Trust will extend.
- b. The limitation of trustee liability contained in this clause shall extend and apply to any future additional or replacement trustee of the said Trevor Stalker Family Trust.



SCHEDULE A**LAND OWNED BY COVENANTOR**

- a. 14.0959 hectares being Sections 38, 39, 40 and part Sections 34, 35, 36 and 37 Block III Shotover District described in Certificate of Title 13B/200

SUBJECT TO:

- A. 462350/1 Fencing Provision
- B. 474208 Gazette Notice
- C. Easements created by Transfers 462350/1, 692898, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
- D. Land Covenants contained in Deed 769961/5
- E. Mortgage 812858
- F. Easements created by Transfers 829946/5, 829946/8, 829946/11 and Transfer dated 17 February 1993 No. _____
- G. Land Covenants in Deeds 829946/6, 829946/9 and 829946/12

- b. 24.4405 hectares being Sections 29 and 30 and part Section 31 Block III Shotover District described in Certificate of Title 12A/464

SUBJECT TO:

- A. Section 308(4) Local Government Act 1974
- B. X16141 Irrigation Agreement
- C. 462350/1 Fencing Provision
- D. Easements specified in Easement Certificate 754597/2
- E. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
- F. Land covenants contained in Deed 769961/5
- G. Mortgages 795905 and 812858
- H. Easements created by Transfers 829946/5, 829946/8, 829946/11 and Transfer dated 17 February 1993 No. _____

- I. Land covenants in Deeds 829946/6, 829946/9 and 829946/12
- c. 124.6179 hectares being part Sections 68, 69 and 94 and Sections 93, 95, 96, 97, 98 and 99 Block III Shotover District described in Certificate of Title 15A/287 /

SUBJECT TO:

- A. Section 243 Resource Management Act 1991 /
- B. X14575 Irrigation Agreement /
- C. Gazette Notice 474208 /
- D. 510787 Compensation Certificate /
- E. 660710 Land Improvement Agreement /
- F. Mortgage 812858 /
- G. Easements created by Transfer dated 17 February 1993 No. _____ /
- d. 1.0253 hectares being Lot 2 Deposited Plan 23101 Shotover Survey District described in Certificate of Title 15A/286 /

SUBJECT TO:

- A. X14575 Irrigation Agreement /
- B. Gazette Notice 474208 and 519544 /
- C. 510787 Compensation Certificate /
- D. 660710 Land Improvement Agreement
- E. Mortgage 812858 /
- F. Easements created by Transfer dated 17 February 1993 No. _____ /
- e. 273 square metres being Section 155 Block III Shotover District described in Certificate of Title 8A/1030 /

SUBJECT TO Mortgage 812858 /

- f. 111 square metres being Section 157 Block III Shotover District described in Certificate of Title 8A/1032 /

SUBJECT TO Mortgage 812858 /

- g. 52 square metres being part Section 156 Block III Shotover Survey District described in Certificate of Title 15A/288.

SUBJECT TO Mortgage 812858 ✓

SCHEDULE B

LAND OWNED BY COVENANTEE

1.1747 hectares being Lot 1 Deposited Plan 22946 Shotover Survey District described in Certificate of Title 14D/1073 ✓

SUBJECT TO:

A. X14575 Irrigation Agreement ✓

B. 660710 Land Improvement Agreement ✓

TOGETHER WITH easements created by Transfer dated 17 February 1993 No. 834400/2

SCHEDULE C**SEPARATE PIECES OF LAND - PURPOSE OF
WATER SUPPLY - MAXIMUM WATER SUPPLY - MINIMUM WATER SUPPLY**

Land	Purpose of Water Supply	Minimum Water Supply in Litres per day
1. Lot 1 DP 22946	Domestic Water Supply	1,000 litres per day
2. Part Sections 68, 60 and 94, Sections 93, 95, 96, 97, 98 and 99 Part Section 138, Sections 155, 156 and 157 and Lot 1 DP 23101 Block III Shotover Survey District	Domestic Water Supply plus Stock Water Supply	1,00 litres per day domestic water supply for each separately subdivided residential property 1,000 litres per day stock water supply for the balance farm property

ATTESTATION

EXECUTED by the Covenantor
BRYAN BRUCE COLLIE in the presence of:)

BBC

EXECUTED by the Covenantor
WALTER JOHN RUTHERFORD in the
 presence of:)

WJR

EXECUTED by the Covenantee
RUSSELL GRAEME HAMILTON and
PATRICIA JOAN HAMILTON in the
 presence of:)

RGH
PJH

CONSENT OF MORTGAGEES

WESTPAC BANKING CORPORATION as Mortgagee of the land described b in
 Schedule A pursuant to Mortgage 795905 HEREBY CONSENTS to the registration of the
 within Deed of Covenant.

DATED

2nd March

1993

Signed by

Westpac Banking Corporation

By its Attorney GUY JORDAN HAYWARD

in the presence of:

PACHECK

Westpac Banking Corporation
 BY ITS ATTORNEY

[Signature]

[Signature]
aged 21st
attorney is Guy Hayward
with date

BANK OF NEW ZEALAND as Mortgagee of the lands described in Schedule A pursuant to Mortgage 812858 **HEREBY CONSENTS** to the registration of the within Deed of Covenant.

DATED 24 FEBRUARY 1993 -

The common seal of the)
BANK OF NEW ZEALAND)
 was hereto affixed pursuant)
 to an order of the Board of)
 Directors in the presence of)

1/2



[Signature]

Manager Group Credit

[Signature]

Company Secretary

CORRECT FOR THE PURPOSES

OF THE LAND TRANSFER ACT

[Signature]

SOLICITOR FOR THE REGISTERED

PROPRIETORS

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Guy Jordan HAYWARD
of Wellington in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 5th November 1992 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.456314
BLENHEIM (Marlborough Registry) and there numbered 167312
CHRISTCHURCH (Canterbury Registry) and there numbered A.038557
DUNEDIN (Otago Registry) and there numbered 824374
GISBORNE (Poverty Bay Registry) and there numbered 190919.1
HAMILTON (South Auckland Registry) and there numbered B.127302
HOKITIKA (Westland Registry) and there numbered 093956
INVERCARGILL (Southland Registry) and there numbered 206381
NAPIER (Hawke's Bay Registry) and there numbered 585927
NELSON (Nelson Registry) and there numbered 324976.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 398737
WELLINGTON (Wellington Registry) and there numbered B.276344.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales in the Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I was Manager Legal Services of the said Bank.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said WESTPAC BANKING CORPORATION or otherwise.

SIGNED at Wellington
this 2nd day of
March 1993

)
)
)



PLAN "A"

SCHEDULE OF EASEMENTS

Purpose	Shown	Dominant Ten	Servient Ten
RIGHT TO CONVEY WATER	(A)	LOT 1 DP 22946	PART SECTIONS 66, 69 & 94
	(B)		BLOCK III SHOTOVER SURVEY DISTRICT
	(C)		PART SECTIONS 36, 37, 68, 69, 94, 101 SHOTOVER SURVEY DISTRICT
	(D)		LOT 2 DP 23101
			PT SEC 94

PLAN OF WATER SUPPLY EASEMENTS OVER PART SECTIONS 36, 37, 68, 69, 94 AND LOT 2 DP 23101 BLOCK III SHOTOVER SURVEY DIST

DIAGRAM B
not to scale

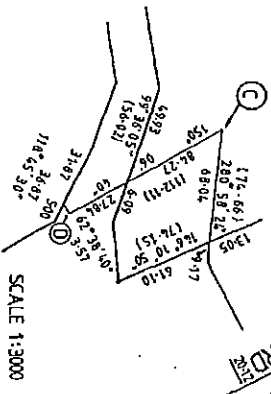
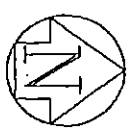
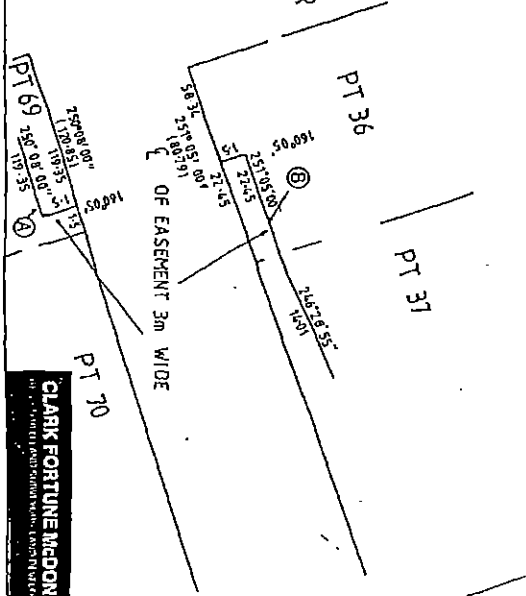
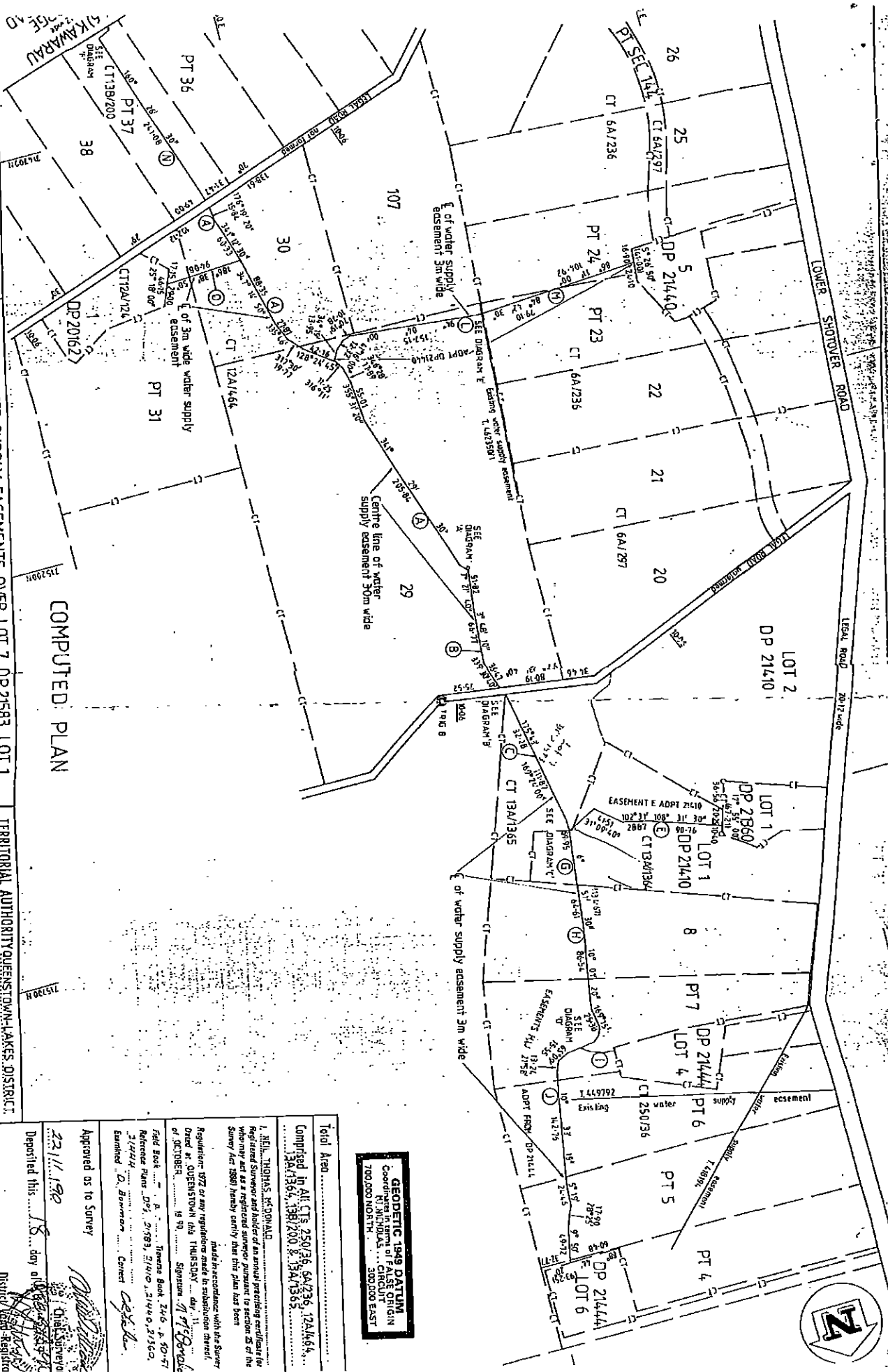


DIAGRAM A
not to scale





ND DISTRICT OTAGO
RIVER BLK & DIST. III SHOOTOVER SD.
NS 261 SH1 F41
RECORD MAP No 886
24.31.87

PLAN OF WATER SUPPLY EASEMENTS OVER LOT 7 DP 21583, LOT 1
DP 21410 AND SECTIONS 8, 29 & 30 AND PART SECTIONS 4, 5, 6, 7, 23
24.31.87

Scale 1:3000
Date OCT 1990

TERRITORIAL AUTHORITY QUEENSTOWN-LAKES DISTRICT
Surveyed by STARK & GIBSON
18 OCT 1990

DP/21761

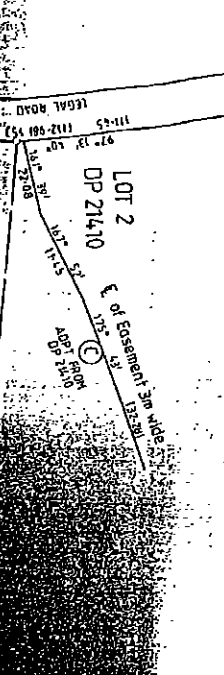
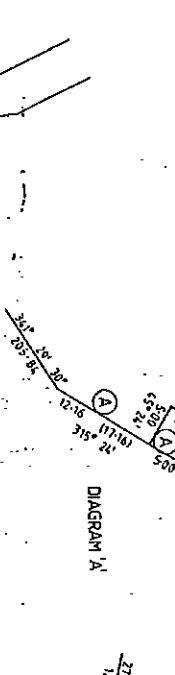
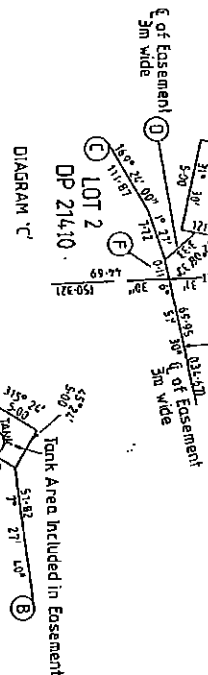
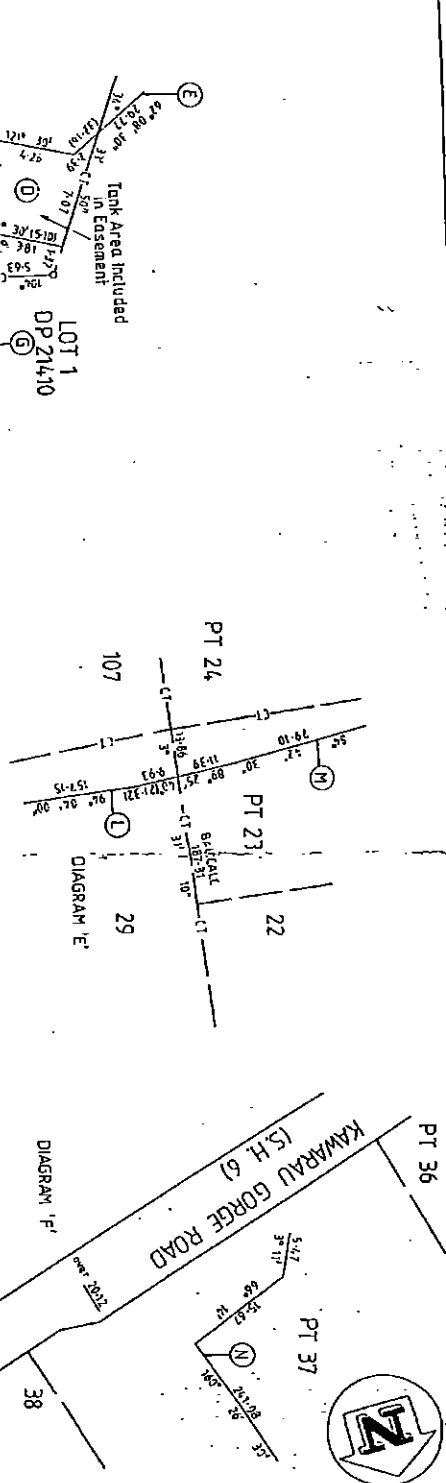
Approved as to Survey
22/11/90
Deposited this 18 day of 1990
District Registrar

Total Area
Computed in All CTs 250/36 6A/236 12A/464
3A/1365 13B/200 8 13A/1365

1. M.L. THOMAS, M.C.S.M.
Registered Surveyor and holder of a licence to practice as a registered surveyor under the provisions of the Survey Act 1980, hereby certify that this plan has been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
Dated at QUEENSTOWN this THIRSDAY day 11 of DECEMBER 1990
Signature M.L. THOMAS
Field Book No. B. Thomas Book 246, p. 40-41
Reference Plans DP 21583, DP 21410, DP 21440, DP 21441, DP 21442, DP 21443, DP 21444, DP 21445, DP 21446, DP 21447, DP 21448, DP 21449, DP 21450, DP 21451, DP 21452, DP 21453, DP 21454, DP 21455, DP 21456, DP 21457, DP 21458, DP 21459, DP 21460.
Examined D. Bowman, Coroner
Ceylan

GEODETIC 1949 DATUM
Geographic North is 1.5° SOUTH OF TRUE
100,000 NORTH
300,000 EAST

Approved



SCHEDULE OF OPTIONAL EASEMENTS			
Purpose	Shown	Dominant Ten.	Servient Ten.
RIGHT	LOT 1 DP 21410	LOT 1 DP 21410	SECS 29 & 30
	LOT 2 DP 21410	LOT 2 DP 21410	SECS 29 & 30
	LOT 3 DP 21410	LOT 3 DP 21410	SECS 29 & 30
	LOT 4 DP 21410	LOT 4 DP 21410	SECS 29 & 30
CONVEY	LOT 1 DP 21410	LOT 1 DP 21410	SECS 29 & 30
	LOT 2 DP 21410	LOT 2 DP 21410	SECS 29 & 30
	LOT 3 DP 21410	LOT 3 DP 21410	SECS 29 & 30
	LOT 4 DP 21410	LOT 4 DP 21410	SECS 29 & 30
WATER	LOT 1 DP 21410	LOT 1 DP 21410	SECS 29 & 30
	LOT 2 DP 21410	LOT 2 DP 21410	SECS 29 & 30
	LOT 3 DP 21410	LOT 3 DP 21410	SECS 29 & 30
	LOT 4 DP 21410	LOT 4 DP 21410	SECS 29 & 30

NOTES:
1) DIAGRAMS NOT TO SCALE
2) EASEMENTS SHOWN AS 3m WIDE UNLESS OTHERWISE SHOWN.

Total Area

Completed in

1. NIEL THOMAS McDONALD

Registered Surveyor and holder of an annual permit to practice for who may act as a registered surveyor in accordance with the provisions of the Survey Act 1980. The survey was conducted in accordance with the provisions of the Survey Act 1980 and the Survey Regulations 1977 of any regulations made in substitution thereof. Date of completion of survey 11th day of October 1990. Signature of N. T. McDONALD

Field Book 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Approved us to Survey

23/11/90

Deposited this 18 day of December 1990

DP 121761

DP 121761

DP 121761

DP 121761

DP 121761

DP 121761

DP 121761

FILE COPY



16.00 19.JUL 93

PARTICULARS OF LAND



15A/1287, 15A/286

15B/737

738

739

8A/1072, 15A/288

14D/11073, 8A/1070

838259.3 Y

2

20 APRIL 1993

ROBERT LESLIE BRITTON

JEAN EVELYN BRITTON

and

BRYAN BRUCE COLLIE

WALTER JOHN RUTHERFORD

DEED OF COVENANT - WATER SUPPLY SCHEME

↓
clarifying H₂O
arrangement
- still 1,000 L/day

ANDERSON LLOYD
Solicitors
Queenstown and Dunedin

DEED OF COVENANT - WATER SUPPLY SCHEME

Dated 20 APRIL 1993

PARTIES:


- I. ROBERT LESLIE BRITTON and JEAN EVELYN BRITTON both of Queenstown, Company Directors ("the Covenantor")
- II. BRYAN BRUCE COLLIE of Queenstown, Chartered Accountant and WALTER JOHN RUTHERFORD of Queenstown, Solicitor ("the Covenantee")

INTERPRETATION:

In this Deed the term "the Covenantor" includes all parties executing this Deed as Covenantor and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of the land described in Schedule "A" their tenants licensees and invitees.

In this Deed the term "the Covenantee" includes all parties executing this Deed as Covenantee and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of each piece of land described in Schedule "B" their tenants licensees and invitees.


BACKGROUND:

- A. The Covenantor is the registered proprietor of the land described in Schedule "A" ("the Covenantor's Land").
 - B. The Covenantee is the registered proprietor of the lands described in Schedule "B".
 - C. The Covenantor and Covenantee as registered proprietors of the lands described in Schedules "A" and "B" are parties to a water supply scheme detailed in Deed of Covenant dated 18 February 1993 registered number 834403/3 ("the Water Supply Deed").
 - D. Pursuant to the Water Supply Deed the Covenantor and Covenantee hold a joint water entitlement and have joint obligations. The purpose of this Deed is to establish as between the Covenantor and the Covenantee their rights and obligations pursuant to the Water Supply Deed.
- 

THIS DEED RECORDS:

1. The Covenantor is entitled to a domestic water supply of not less than 1,000 litres per day for the benefit of the Covenantor's Land to be delivered to the Covenantor's Land through the water supply system detailed in the Water Supply Deed (it being acknowledged that the easements necessary for conveying such water have been created by easement certificates and memoranda of transfer separate from this Deed).
2. The Covenantee shall be entitled to restrict the amount of water delivered to the Covenantor's Land to the said level of 1,000 litres per day if required for the proper operation of the water supply system specified in the Water Supply Deed as pertaining to the lands described in Schedules "A" and "B".
3. The Covenantor acknowledges that the Covenantor shall be (proportionately where appropriate) responsible and liable for maintaining and servicing and for paying the cost of maintaining and servicing that part of the water supply scheme which serves the Covenantor's Land.
4. The Covenantor acknowledges that the Covenantor is liable along with the other users of the water supply scheme to pay an equal share of the operating costs of the water supply scheme pursuant to clause 11 of the Water Supply Deed.
5. The Covenantee acknowledges:
 - a. That the additional liability for running costs relating to stock water supply referred to in clause 13 of the Water Supply Deed relates solely to the Covenantee;
 - b. That the Covenantee is solely responsible for those matters detailed in clause 15 of the Water Supply Deed.

The Covenantee shall indemnify and keep indemnified the Covenantor against any liability in respect of the matters detailed in this clause.

6. Subject to the limitations detailed above, the Covenantee acknowledges that the Covenantor is entitled to all the rights and entitlements arising pursuant to the Water Supply Deed as pertaining to the Covenantor's Land.
 7. Subject to the limitations detailed above the Covenantor acknowledges that the Covenantor is subject to the rights and obligations detailed in the Water Supply Deed as pertaining to the Covenantor's Land as if the Covenantor were a separate party to the Water Supply Deed (such acknowledgement being made for the purposes of clause 21 of the Water Supply Deed).
- 

8. Notwithstanding any provision contained in this Deed or otherwise implied by law the Covenantees Bryan Bruce Collie and Walter John Rutherford enter into and execute this Deed of Covenant solely as trustees (and not further in their personal capacity or otherwise) and the liability and obligation of the said Bryan Bruce Collie and Walter John Rutherford hereunder whether for payment of monies or for performance or observance of any covenant herein contained or implied shall at all times be construed only as a liability or obligation to pay the said monies or perform and observe the said covenants out of and so far as the trust assets held by the Covenantees and such other trustee or trustees pursuant to a Deed of Trust dated 9 June 1966 known as the Trevor Stalker Family Trust will extend.

SCHEDULE A

(Covenantor's Land)

Area	Legal Description	Certificate of Title	Encumbrances
1.0253 ha	Lot 2 Deposited Plan 23101 15A/286 Shotover Survey District		<ol style="list-style-type: none">1. X14575 Irrigation Agreement2. Gazette Notices 474208 and 519544.3. Compensation Certificate 5107874. Land Improvement Agreement 6607105. Easements created by Transfer dated 17 February 1993 No 8344006. Land Covenants in Deed 834400/37. Easements created by Transfer dated 8 April 1993 No. _____

uses to belong to Covenantee - 1st Covenant

SCHEDULE B

(Covenantee's Land)


- a. 14.0959 hectares being Sections 38, 39, 40 and part Sections 34, 35, 36 and 37 Block III Shotover District described in Certificate of Title 13B/200

SUBJECT TO:

- A. 462350/1 Fencing Provision
- B. 474208 Gazette Notice
- C. Easements created by Transfers 462350/1, 692898, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
- D. Land Covenants contained in Deed 769961/5
- E. Mortgage 812858
- F. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2 and Transfer dated 8 April 1993
No. _____
- G. Land Covenants in Deeds 829946/6, 829946/9, 829946/12 and 834400/3

- b. 24.4405 hectares being Sections 29 and 30 and part Section 31 Block III Shotover District described in Certificate of Title 12A/464

SUBJECT TO:

- A. Section 308(4) Local Government Act 1974
 - B. X16141 Irrigation Agreement
 - C. 462350/1 Fencing Provision
 - D. Easements specified in Easement Certificate 754597/2
 - E. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
 - F. Land covenants contained in Deed 769961/5
 - G. Mortgages 795905 and 812858
- 

- H. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2 and Transfer dated 8 April 1993 No. _____
 - I. Land covenants in Deeds 829946/6, 829946/9, 829946/12 and 834400/3.
- c. 124.6179 hectares being part Sections 68, 69 and 94 and Sections 93, 95, 96, 97, 98 and 99 Block III Shotover District described in Certificate of Title 15A/287.


SUBJECT TO:

- A. X14575 Irrigation Agreement
 - B. Gazette Notice 474208
 - C. 510787 Compensation Certificate
 - D. 660710 Land Improvement Agreement
 - E. Mortgage 812858
 - F. Easements created by Transfer 834400/2 subject to S.243 Resource Management Act 1991 and Transfer dated 8 April 1993 No. _____
 - G. Land covenants in Deed 834400/3
- d. 273 square metres being Section 155 Block III Shotover District described in Certificate of Title 8A/1030

SUBJECT TO:

- A. Mortgage 812858
 - B. Land covenants in Deed 834400/3
- e. 111 square metres being Section 157 Block III Shotover District described in Certificate of Title 8A/1032

SUBJECT TO:

- A. Mortgage 812858
 - B. Land covenants in Deed 834400/3
- 

- f. 52 square metres being part Section 156 Block III Shotover Survey District described in Certificate of Title 15A/288

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deed 834400/3



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Guy Jordan HAYWARD
of Wellington in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated the 5th November 1992 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.456314.1F
BLENHEIM (Marlborough Registry) and there numbered 167313
CHRISTCHURCH (Canterbury Registry) and there numbered A.038557/1
DUNEDIN (Otago Registry) and there numbered 824374
GISBORNE (Poverty Bay Registry) and there numbered G.190919.1
HAMILTON (South Auckland Registry) and there numbered B.127302
HOKITIKA (Westland Registry) and there numbered 093958
INVERCARGILL (Southland Registry) and there numbered 206381.1
NAPIER (Hawke's Bay Registry) and there numbered 585927.1
NELSON (Nelson Registry) and there numbered 324976.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 398737
WELLINGTON (Wellington Registry) and there numbered B.276344.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales in the Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. THAT at the date hereof I was Manager Legal Services of the said Bank.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said WESTPAC BANKING CORPORATION or otherwise.

SIGNED at Wellington
this 5th day of
May 1993

)
)
) 

CONSENT OF MORTGAGEE

BANK OF NEW ZEALAND as mortgagee of the land described in Schedule B pursuant to Mortgage 812858 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies under the said Mortgage.

Dated

27th April 1993

THE COMMON SEAL OF THE BANK OF
NEW ZEALAND IS HEREBY AFFIXED
PURSUANT TO AN ORDER OF THE
BOARD OF DIRECTORS IN THE
PRESENCE OF:

1/2

I. Gausick
MANAGER GROUP CREDIT

[Signature]
COMPANY SECRETARY

00930802



WESTPAC BANKING CORPORATION as mortgagee of part of the lands described in Schedule B pursuant to Mortgage 795905 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies pursuant to the said Mortgage.

Dated

5th May

1993

Signed by

Westpac Banking Corporation

By its Attorney/s: GUY JORDAN HAYWARD

in the presence of:

[Signature] *Super Hotel*
[Signature] *entire Shy Lipton*
[Signature] *with [unclear]*

Westpac Banking Corporation
BY ITS ATTORNEY/S

[Signature]

check

~~THE SOUTHLAND BUILDING AND INVESTMENT SOCIETY as mortgagee of~~
~~part of the lands described in Schedule B pursuant to Mortgage 732124 HEREBY~~
~~CONSENTS to the registration of with within Deed of Covenant, such consent being~~
~~given without prejudice to the bank's rights and remedies pursuant to the said~~
~~Mortgage.~~

~~Dated~~

~~1993~~

[Signature]

~~Executed by~~
~~SOUTHLAND BUILDING~~
~~AND INVESTMENT SOCIETY~~
~~in the presence of:~~

Executed by LESLIE
ROBERT LESLEY BRITTON
JEAN EVELYN BRITTON
in the presence of

W. P. Goldman
Solicitor
Queenstown

R. B. Britton
Britton

Executed by
BRYAN BRUCE COLLIE
and WALTER JOHN RUTHERFORD
in the presence of

W. P. Goldman
Solicitor
Queenstown

B. B. Collie
W. J. Rutherford

Signed correct for the purposes of
the Land Transfer Act

W. P. Goldman
Solicitor for the Parties

FILE COPY

9.19 10.SEP93

838259/3

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY UTAGO

ASST. LAND REGISTRAR

15A/286

13A/286

15A/287

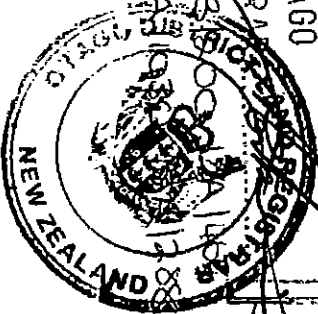
13A/287

15B/737

738

734

8M/1022



850246.4 Y 3
10 NOVEMBER 1993

DAVID GEORGE BRADFORD
WENDY JENNIFER BRADFORD

and

BRYAN BRUCE COLLIE
WALTER JOHN RUTHERFORD


DEED OF COVENANT - WATER SUPPLY SCHEME

Deed of Covenant of Water Supply Scheme

ANDERSON LLOYD
~~LAWLICK~~
SOLICITORS
DUNEDIN AND QUEENSTOWN
NEW ZEALAND

Tel: (03) 442 7570
Fax: (03) 442 8848
PO Box 201
Queenstown

DEED OF COVENANT - WATER SUPPLY SCHEME

 Dated 10 NOVEMBER ~~DECEMBER~~ 1993

PARTIES:

- I. **DAVID GEORGE BRADFORD** of Queenstown, Company Director and **WENDY JENNIFER BRADFORD** of Queenstown, Interior Decorator ("the Covenantor")
- II. **BRYAN BRUCE COLLIE** of Queenstown, Chartered Accountant and **WALTER JOHN RUTHERFORD** of Queenstown, Solicitor ("the Covenantee")




INTERPRETATION:

In this Deed the term "the Covenantor" includes all parties executing this Deed as Covenantor and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of the land described in Schedule "A" their tenants licensees and invitees.

In this Deed the term "the Covenantee" includes all parties executing this Deed as Covenantee and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of each piece of land described in Schedule "B" their tenants licensees and invitees.

BACKGROUND:

- A. The Covenantor is the registered proprietor of the land described in Schedule "A" ("the Covenantor's Land").
- B. The Covenantee is the registered proprietor of the lands described in Schedule "B".
- C. The Covenantor and Covenantee as registered proprietors of the lands described in Schedules "A" and "B" are parties to a water supply scheme detailed in Deed of Covenant dated 18 February 1993 registered number 834400/3 ("the Water Supply Deed").
- D. Pursuant to the Water Supply Deed the Covenantor and Covenantee hold a joint water entitlement and have joint obligations. The purpose of this Deed is to establish as between the Covenantor and the Covenantee their rights and obligations pursuant to the Water Supply Deed.

THIS DEED RECORDS:

1. The Covenantor is entitled to a domestic water supply of not less than 1,000 litres per day for the benefit of the Covenantor's Land to be delivered to the Covenantor's Land through the water supply system detailed in the Water Supply Deed (it being acknowledged that the easements necessary for conveying such water have been created by easement certificates and memoranda of transfer separate from this Deed).
2. The Covenantee shall be entitled to restrict the amount of water delivered to the Covenantor's Land to the said level of 1,000 litres per day if required for the proper operation of the water supply system specified in the Water Supply Deed as pertaining to the lands described in Schedules "A" and "B".
3. The Covenantor acknowledges that the Covenantor shall be (proportionately where appropriate) responsible and liable for maintaining and servicing and for paying the cost of maintaining and servicing that part of the water supply scheme which serves the Covenantor's Land.
4. The Covenantor acknowledges that the Covenantor is liable along with the other users of the water supply scheme to pay an equal share of the operating costs of the water supply scheme pursuant to clause 11 of the Water Supply Deed.
5. The Covenantee acknowledges:
 - a. That the additional liability for running costs relating to stock water supply referred to in clause 13 of the Water Supply Deed relates solely to the Covenantee;
 - b. That the Covenantee is solely responsible for those matters detailed in clause 15 of the Water Supply Deed.

The Covenantee shall indemnify and keep indemnified the Covenantor against any liability in respect of the matters detailed in this clause.

6. Subject to the limitations detailed above, the Covenantee acknowledges that the Covenantor is entitled to all the rights and entitlements arising pursuant to the Water Supply Deed as pertaining to the Covenantor's Land.
7. Subject to the limitations detailed above the Covenantor acknowledges that the Covenantor is subject to the rights and obligations detailed in the Water Supply Deed as pertaining to the Covenantor's Land as if the Covenantor were a separate party to the Water Supply Deed (such acknowledgement being made for the purposes of clause 21 of the Water Supply Deed).

25B
22C
WJB

8. Notwithstanding any provision contained in this Deed or otherwise implied by law the Covenantees Bryan Bruce Collie and Walter John Rutherford enter into and execute this Deed of Covenant solely as trustees (and not further in their personal capacity or otherwise) and the liability and obligation of the said Bryan Bruce Collie and Walter John Rutherford hereunder whether for payment of monies or for performance or observance of any covenant herein contained or implied shall at all times be construed only as a liability or obligation to pay the said monies or perform and observe the said covenants out of and so far as the trust assets held by the Covenantees and such other trustee or trustees pursuant to a Deed of Trust dated 9 June 1966 known as the Trevor Stalker Family Trust will extend.

SCHEDULE A

(Covenantor's Land)

Area	Legal Description	Certificate of Title	Encumbrances
1.8945 ha	Lots 4 and 5 Deposited 23508 Shotover Survey District	15B/738	<ol style="list-style-type: none">1. Subject to Section 241(2) Resource Management Act 1991.2. X14575 Irrigation Agreement3. Compensation Certificate 5107874. Easements created by Transfers 834400/2 and 838259/25. Land Covenants in Deeds 834400/3 and 838259/36. Easements specified in Easement Certificate 842256/47. Easements created by Transfer dated 9 November 1993 No. <u>850246/3</u>

SCHEDULE B

(Covenantee's Land)

- a. 14.0959 hectares being Sections 38, 39, 40 and part Sections 34, 35, 36 and 37 Block III Shotover District described in Certificate of Title 13B/200

SUBJECT TO:

- A. 462350/1 Fencing Provision
- B. 474208 Gazette Notice
- C. Easements created by Transfers 462350/1, 692898, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
- D. Land Covenants contained in Deed 769961/5
- E. Mortgage 812858
- F. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2 and Transfer dated 9 November 1993 registered No. 850246/3
- G. Land Covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3 and 842026/3

- b. 23.7023 hectares being Section 29 and part Sections 30 and 31 Block III Shotover District described in Certificate of Title 15B/799

SUBJECT TO:

- A. Section 308(4) Local Government Act 1974
- B. X16141 Irrigation Agreement
- C. Easements specified in Easement Certificate 754597/2
- D. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12, 769962 AND 785737/1
- E. Land covenants contained in Deed 769961/5
- F. Mortgages 795905 and 812858
- G. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2, and Transfer dated 9 November 1993 No. 850246/3

H. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3 and 842026/3

- c. 121.2954 hectares being part Sections 68, 69 and 94 and Sections 93, 95, 96, 97, 98 and 99 Block III Shotover District described in Certificate of Title 15B/739.

SUBJECT TO:

- A. X14575 Irrigation Agreement
- B. Gazette Notice 474208
- C. 510787 Compensation Certificate
- D. Mortgage 812858
- E. Easements created by Transfer 834400/2, Transfer 838259/2 and Transfer dated 9 November 1993 No. 350246/3
- F. Land covenants in Deeds 834400/3 and 838259/3.

- d. 273 square metres being Section 155 Block III Shotover District described in Certificate of Title 8A/1030

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deeds 834400/3 and 838259/3

- e. 111 square metres being Section 157 Block III Shotover District described in Certificate of Title 8A/1032

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deeds 834400/3 and 838259/3

- f. 52 square metres being part Section 156 Block III Shotover Survey District described in Certificate of Title 15A/288

SUBJECT TO:

- A. Mortgage 812858
B. Land covenants in Deeds 834400/3 and 838259/3

BAC dgs
WDB

CONSENT OF MORTGAGEE

BANK OF NEW ZEALAND as mortgagee of the lands described in Schedule B pursuant to Mortgage 812858 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies under the said Mortgage.


Dated

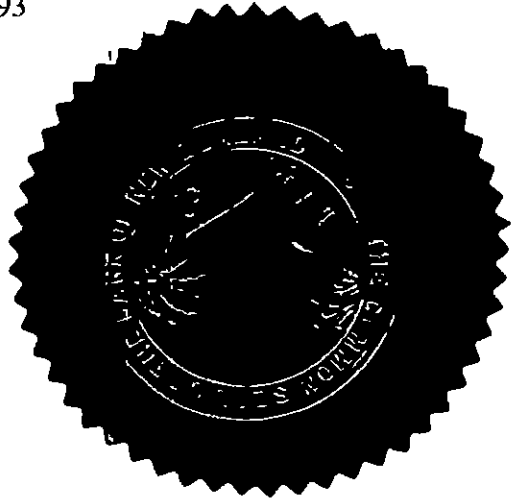
1 DECEMBER

1993

THE COMMON SEAL OF THE BANK OF
NEW ZEALAND WAS HERETO AFFIXED
TO AN ORDER OF THE
DIRECTORS IN THE
SENSE OF:


MANAGER GROUP CREDIT


COMPANY SECRETARY



00000015

00900539

WESTPAC BANKING CORPORATION as mortgagee of part of the lands described in Schedule B pursuant to Mortgage 795905 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies pursuant to the said Mortgage.

Dated

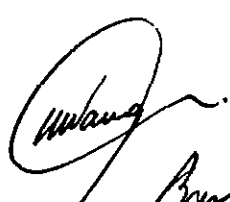
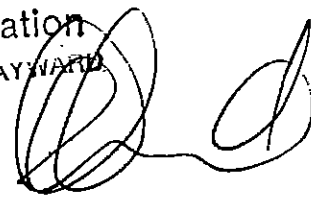
7th December

1993

Signed by

Westpac Banking Corporation

By its Attorney/s: GUY JORDAN HAYWARD
in the presence of:



Bank Officer
Wellington

JGB
BAC
WJB

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Guy Jordan HAYWARD of Wellington in New Zealand, Bank Officer
HEREBY CERTIFY -

1. **THAT** by Deed dated the 5th November 1992 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.456314.1F
BLENHEIM (Marlborough Registry) and there numbered 167313
CHRISTCHURCH (Canterbury Registry) and there numbered A.038557/1
DUNEDIN (Otago Registry) and there numbered 824374
GISBORNE (Poverty Bay Registry) and there numbered G.190919.1
HAMILTON (South Auckland Registry) and there numbered B.127302
HOKITIKA (Westland Registry) and there numbered 093956
INVERCARGILL (Southland Registry) and there numbered 206381.1
NAPIER (Hawkes Bay Registry) and there numbered 585927.1
NELSON (Nelson Registry) and there numbered 324976.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 398737
WELLINGTON (Wellington Registry) and there numbered B.276344.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales of Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

2. **THAT** at the date hereof I was Manager Legal Services of the said Bank.

3. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.

SIGNED at Wellington
this 7th day of
December 1993

)
)
) 

~~Dated~~

Executed by
DAVID GEORGE BRADFORD
WENDY JENNIFER BRADFORD
in the presence of

*David
Jennifer
Bradford*

~~1998~~
David George Bradford
Wendy Bradford

Executed by
BRYAN BRUCE COLLIE
and **WALTER JOHN RUTHERFORD**
in the presence of

Bryan Bruce Collie
Walter John Rutherford
Quensdown

BBCollie
Walter John Rutherford

Signed correct for the purposes of
the Land Transfer Act

Walter John Rutherford
Solicitor for the Parties

BBC *WJR*

FILE COPY



10.46 03.MAR94 850246/4

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OF OTAGO
ASST. LAND REGISTRAR
156/738

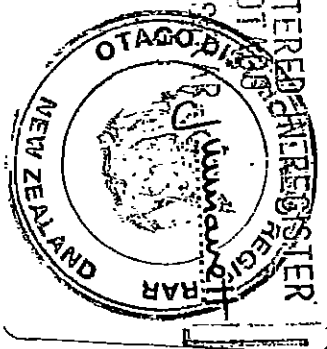
138/200

156/749

84/1030

84/1032

154/288



850246.7

Y

24 NOVEMBER 1993

DANIEL PATRICK CONROY

JOANNE MAREE CONROY

and

BRYAN BRUCE COLLIE

WALTER JOHN RUTHERFORD

DEED OF COVENANT - WATER SUPPLY SCHEME

Handwritten note:
"Investigation of H&S
on ground with view to
proceeding with the scheme"

ANDERSON LLOYD
~~LAWLINK~~
SOLICITORS
DUNEDIN AND QUEENSTOWN
NEW ZEALAND

Tel: (03) 442 7570
Fax: (03) 442 8848
PO Box 201
Queenstown

DEED OF COVENANT - WATER SUPPLY SCHEME

Dated 24 NOVEMBER 1993

PARTIES:

- I. DANIEL PATRICK CONROY and JOANNE MAREE CONROY both of Queenstown, Managers ("the Covenantor")
- II. BRYAN BRUCE COLLIE of Queenstown, Chartered Accountant and WALTER JOHN RUTHERFORD of Queenstown, Solicitor ("the Covenantee")


INTERPRETATION:

In this Deed the term "the Covenantor" includes all parties executing this Deed as Covenantor and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of the land described in Schedule "A" their tenants licensees and invitees.

In this Deed the term "the Covenantee" includes all parties executing this Deed as Covenantee and jointly and severally if more than one and their executors administrators assignees and successors in title the successive owners of each piece of land described in Schedule "B" their tenants licensees and invitees.

BACKGROUND:

- A. The Covenantor is the registered proprietor of the land described in Schedule "A" ("the Covenantor's Land").
- B. The Covenantee is the registered proprietor of the lands described in Schedule "B".
- C. The Covenantor and Covenantee as registered proprietors of the lands described in Schedules "A" and "B" are parties to a water supply scheme detailed in Deed of Covenant dated 18 February 1993 registered number 834400/3 ("the Water Supply Deed").
- D. Pursuant to the Water Supply Deed the Covenantor and Covenantee hold a joint water entitlement and have joint obligations. The purpose of this Deed is to establish as between the Covenantor and the Covenantee their rights and obligations pursuant to the Water Supply Deed.

 BBC

THIS DEED RECORDS:

1. The Covenantor is entitled to a domestic water supply of not less than 1,000 litres per day for the benefit of the Covenantor's Land to be delivered to the Covenantor's Land through the water supply system detailed in the Water Supply Deed (it being acknowledged that the easements necessary for conveying such water have been created by easement certificates and memoranda of transfer separate from this Deed).
2. The Covenantee shall be entitled to restrict the amount of water delivered to the Covenantor's Land to the said level of 1,000 litres per day if required for the proper operation of the water supply system specified in the Water Supply Deed as pertaining to the lands described in Schedules "A" and "B".
3. The Covenantor acknowledges that the Covenantor shall be (proportionately where appropriate) responsible and liable for maintaining and servicing and for paying the cost of maintaining and servicing that part of the water supply scheme which serves the Covenantor's Land.
4. The Covenantor acknowledges that the Covenantor is liable along with the other users of the water supply scheme to pay an equal share of the operating costs of the water supply scheme pursuant to clause 11 of the Water Supply Deed.
5. The Covenantee acknowledges:
 - a. That the additional liability for running costs relating to stock water supply referred to in clause 13 of the Water Supply Deed relates solely to the Covenantee;
 - b. That the Covenantee is solely responsible for those matters detailed in clause 15 of the Water Supply Deed.

The Covenantee shall indemnify and keep indemnified the Covenantor against any liability in respect of the matters detailed in this clause.

6. Subject to the limitations detailed above, the Covenantee acknowledges that the Covenantor is entitled to all the rights and entitlements arising pursuant to the Water Supply Deed as pertaining to the Covenantor's Land.
7. Subject to the limitations detailed above the Covenantor acknowledges that the Covenantor is subject to the rights and obligations detailed in the Water Supply Deed as pertaining to the Covenantor's Land as if the Covenantor were a separate party to the Water Supply Deed (such acknowledgement being made for the purposes of clause 21 of the Water Supply Deed).

Handwritten signature and initials, possibly "J. Paul" and "JAC", in black ink.

8. Notwithstanding any provision contained in this Deed or otherwise implied by law the Covenantees Bryan Bruce Collie and Walter John Rutherford enter into and execute this Deed of Covenant solely as trustees (and not further in their personal capacity or otherwise) and the liability and obligation of the said Bryan Bruce Collie and Walter John Rutherford hereunder whether for payment of monies or for performance or observance of any covenant herein contained or implied shall at all times be construed only as a liability or obligation to pay the said monies or perform and observe the said covenants out of and so far as the trust assets held by the Covenantees and such other trustee or trustees pursuant to a Deed of Trust dated 9 June 1966 known as the Trevor Stalker Family Trust will extend.

SCHEDULE A

(Covenantor's Land)

Area	Legal Description	Certificate of Title	Encumbrances
1.4280 ha	Lot 3 Deposited Plan 23508 Shotover Survey District	15B/737	<ol style="list-style-type: none">1. X14575 Irrigation Agreement2. Compensation Certificate 5107873. Easements created by Transfers 834400/2 and 838259/24. Land Covenants in Deeds 834400/3 and 838259/35. Easements specified in Easement Certificate 842256/46. Easements created by Transfer dated 9 November 1993 No. <u>850246/3</u>7. Land Covenants in Deed dated 10 November 1993 registered No. <u>850246/4</u>8. Easements created by Transfer dated 23 November 1993 registered No. <u>850246/6</u>9. Bond 842256/5

SCHEDULE B

(Covenantee's Land)

- a. 14.0959 hectares being Sections 38, 39, 40 and part Sections 34, 35, 36 and 37 Block III Shotover District described in Certificate of Title 13B/200

SUBJECT TO:

- A. 462350/1 Fencing Provision
- B. 474208 Gazette Notice
- C. Easements created by Transfers 462350/1, 692898, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12 and 769962
- D. Land Covenants contained in Deed 769961/5
- E. Mortgage 812858
- F. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2 Transfer dated 9 November 1993 No. 850246/2, Transfer dated 23 November 1993 registered No. 850246/6
- G. Land Covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3, 842026/3 and Deed dated 10 November 1993 registered No. 850246/4

- b. 23.7023 hectares being Section 29 and part Sections 30 and 31 Block III Shotover District described in Certificate of Title 15B/799

SUBJECT TO:

- A. Section 308(4) Local Government Act 1974
- B. X16141 Irrigation Agreement
- C. Easements specified in Easement Certificate 754597/2
- D. Easements created by Transfers 462350/1, 769961/4, 769961/6, 769961/7, 769961/10, 769961/12, 769962 AND 785737/1
- E. Land covenants contained in Deed 769961/5
- F. Mortgages 795905 and 812858

- G. Easements created by Transfers 829946/5, 829946/8, 829946/11, 834400/2, 838259/2, 842026/2, Transfer dated 9 November 1993 registered No. 850246/3, and Transfer dated 23 November 1993 registered No. 850246/6
- H. Land covenants in Deeds 829946/6, 829946/9, 829946/12, 834400/3, 838259/3 842026/3, and Deed dated 10 November 1993 registered No. 850246/4
- c. 121.2954 hectares being part Sections 68, 69 and 94 and Sections 93, 95, 96, 97, 98 and 99 Block III Shotover District described in Certificate of Title 15B/739.

SUBJECT TO:

- A. X14575 Irrigation Agreement
- B. Gazette Notice 474208
- C. 510787 Compensation Certificate
- D. Mortgage 812858
- E. Easements created by Transfer 834400/2, Transfer 838259/2, Transfer dated 9 November 1993 registered No. 850246/3 and Transfer dated 23 November 1993 No. 850246/6
- F. Land covenants in Deeds 834400/3, 838259/3 and Deed dated 10 November 1993 registered No. 850246/4
- d. 273 square metres being Section 155 Block III Shotover District described in Certificate of Title 8A/1030

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deeds 834400/3, and 838259/3
- C. Land covenants in Deed dated 10 November 1993 registered No. 850246/4

- e. 111 square metres being Section 157 Block III Shotover District described in Certificate of Title 8A/1032

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deeds 834400/3 and 838259/3
- C. Land covenants in Deed dated 10 November 1993 registered No. 850246/4

- f. 52 square metres being part Section 156 Block III Shotover Survey District described in Certificate of Title 15A/288

SUBJECT TO:

- A. Mortgage 812858
- B. Land covenants in Deeds 834400/3 and 838259/3
- C. Land covenants in Deed dated 10 November 1993 registered No. 850246/4

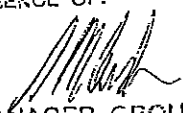
Handwritten signature and initials
73C

CONSENT OF MORTGAGEE

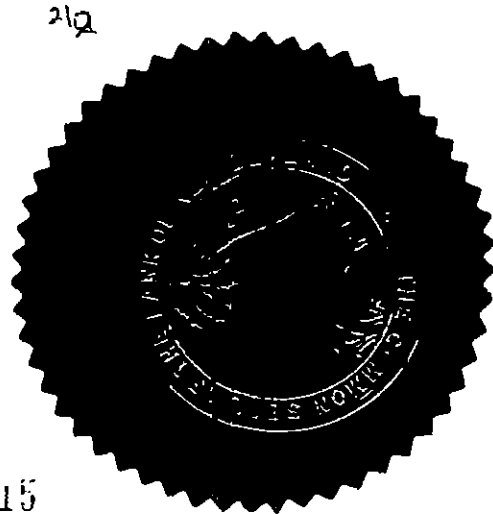
BANK OF NEW ZEALAND as mortgagee of the land described in Schedule B pursuant to Mortgage 812858 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies under the said Mortgage.

Dated 1 DECEMBER 1993

THE COMMON SEAL OF THE BANK OF
NEW ZEALAND WAS HERETO AFFIXED
PURSUANT TO AN ORDER OF THE
BOARD OF DIRECTORS IN THE
PRESENCE OF:


MANAGER GROUP CREDIT


COMPANY SECRETARY




00932515



WESTPAC BANKING CORPORATION as mortgagee of part of the lands described in Schedule B pursuant to Mortgage 795905 HEREBY CONSENTS to the registration of the within Deed of Covenant, such consent being given without prejudice to the bank's rights and remedies pursuant to the said Mortgage.

Dated 7th December 1993

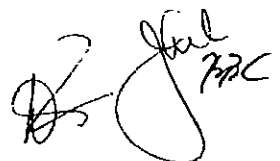
Signed by

 Westpac Banking Corporation

By its Attorney/s: GUY JORDAN HAYWARD
in the presence of:



Bank officer
Wellingdon

Dated 7th December 1993


Paul
72C

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Guy Jordan HAYWARD of Wellington in New Zealand, Bank Officer
HEREBY CERTIFY -

1. **THAT** by Deed dated the 5th November 1992 copies of which are deposited in the Land Registry Offices at -


AUCKLAND (North Auckland Registry) and there numbered C.456314.1F
BLENHEIM (Marlborough Registry) and there numbered 167313
CHRISTCHURCH (Canterbury Registry) and there numbered A.038557/1
DUNEDIN (Otago Registry) and there numbered 824374
GISBORNE (Poverty Bay Registry) and there numbered G.190919.1
HAMILTON (South Auckland Registry) and there numbered B.127302
HOKITIKA (Westland Registry) and there numbered 093956
INVERCARGILL (Southland Registry) and there numbered 206381.1
NAPIER (Hawkes Bay Registry) and there numbered 585927.1
NELSON (Nelson Registry) and there numbered 324976.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 398737
WELLINGTON (Wellington Registry) and there numbered B.276344.1

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales of Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed and the attached document is executed by me under the powers thereby conferred.

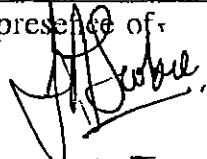
2. **THAT** at the date hereof I was Manager Legal Services of the said Bank.

3. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **WESTPAC BANKING CORPORATION** or otherwise.


SIGNED at Wellington
this 7th day of
December 1993

) 

Executed by
DANIEL PATRICK CONROY
IOANNE MAREE CONROY
in the presence of


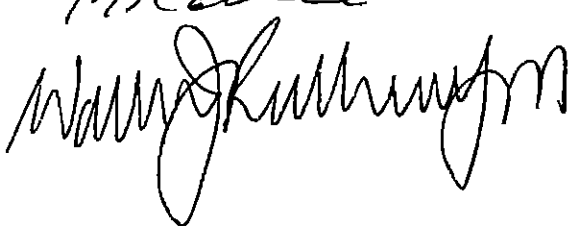

ACCOUNTANT, DUNEDIN

Executed by
BRYAN BRUCE COLLIE
and WALTER JOHN RUTHERFORD
in the presence of

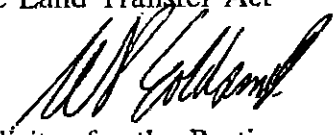

Solicitor
Dunedin

- 8 -

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Signed correct for the purposes of
the Land Transfer Act


Solicitor for the Parties

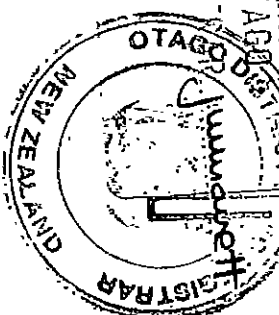


FILE COPY



11.4.6 03.MAR94 850246/7

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REG.



158/737
138/200
158/799
158/739
8A/1030
8A/1032
15A/288

Airport - Noise - Restrictive Covenant

Restrictive Covenant

COU 5226952.1 COVENANT (ALL TYPE)
CPY-01/01, PGS-004, 21/05/02, 11:29



DocID: 110328106

This Deed is made the **26th** day of **FEBRUARY** 2002

Parties

TERENCE McCASHIN and **BEVERLEY McCASHIN** and **GRANT WILLIAM STALKER** (together with their successors and assigns called "the owner")

QUEENSTOWN AIRPORT CORPORATION LIMITED a duly registered company at Queenstown (together with its successors and assigns called "the airport company")

Land

That land containing 121.2954 hectares being Sections 93, Sections 96-99, Part Sections 68-69 and Part Sections 94-95 Block III Shotover Survey District and being the land described in Certificate of Title OT15B/739.

Recitals

1. The land is situated beneath or adjacent to flight paths and flight training and air operations air space utilised by the Queenstown Airport owned and operated by the airport company.
2. The land is in an area where the noise and overflying by aircraft operating at the Queenstown Airport may cause disturbance or annoyance to persons upon the land.
3. The airport company now operates 7 days a week and may in future be required to operate 24 hours a day and it is in the district, regional and national interest for it to continue to be able to do so.
4. The owner has obtained a subdivision consent for consent to a subdivision which would enable construction and occupation of dwellinghouses on the land for residential purposes and the airport company is prepared to consent to such subdivision on the basis that the landowner enters into these covenants in favour of the airport company.
5. It is intended that the covenants shall be registered against the Certificate of Title to the land, pursuant to Section 126A of the Property Law Act, 1952.

Handwritten signatures:
One signature with initials "BM" and another signature below it.

Restrictive Covenant

This Deed is made the 26th day of February 2002

Parties

TERENCE McCASHIN and BEVERLEY McCASHIN and GRANT WILLIAM STALKER (together with its successors and assigns called "the owner")

QUEENSTOWN AIRPORT CORPORATION LIMITED a duly registered company at Queenstown (together with its successors and assigns called "the airport company")

Land

That land containing 121.2954 hectares being Sections 93, Sections 96-99, Part Sections 68-69 and Part Sections 94-95 Block III Shotover Survey District and being the land described in Certificate of Title OT15B/739.

Dominant Land

That land containing 124.2101 hectares being Part Lot 1-3 Deposited Plan 25245 and Part Section 166 Block I Shotover Survey District and Part Lot 1 Deposited Plan 25634 and Lot 4-5, 8 Deposited Plan 300177 and Lot 3-5 Deposited Plan 22121 and Lot 1-2 Deposited Plan 22194 and Lot 1-2 Deposited Plan 17755 and Lot 1 Deposited Plan 12550 and Lot 4 Deposited Plan 12475 and Lot 1 Deposited Plan 17314 and Section 3-5 Survey Office Plan 24763 and being the land described in Certificate of Title 1640.

Recitals

1. The land is situated beneath or adjacent to flight paths and flight training and air operations air space utilised by the Queenstown Airport owned and operated by the airport company and the airport company owns the dominant land which is intended to have the benefit of these covenants.
2. The land is in an area where the noise and over flying by aircraft operating at the Queenstown Airport may cause disturbance or annoyance to persons upon the land.
3. The airport company now operates 7 days a week and may in future be required to operate 24 hours a day and it is in the district, regional and national interest for it to continue to be able to do so.
4. The owner has obtained a subdivision consent for consent to a subdivision which would enable construction and occupation of a dwelling houses on the land for residential purposes and the airport company is prepared to consent to such subdivision on the basis that the landowner enters into these covenants in favour of the airport company.
5. It is intended that the covenants shall be registered against the Certificate of Title to the land, pursuant to Section 126A of the Property Law Act, 1952.



NOW THIS DEED WITNESSES:

1. That the owner covenants with the airport company as follows:
 - (i) to occupy and use the buildings existing or hereafter erected upon the land at the owner's risk in all respects as to any disturbance and annoyance from airport effects;
 - (ii) to permit the airport company to carry on the activities of an airport on the airport company's adjacent land and to utilise air space above the land and at Queenstown Airport without interference restraint or complaint from the owner;
 - (iii) so long as the activities of an airport and other use of the land are carried on as a lawful activity that the owner will not bring against the airport company any proceedings for damages, negligence or nuisance, trespass or interference in relation to any activities of the airport or overflying of the land;
 - (iv) not to make, lodge, nor be party to, nor to finance or make a contribution to the cost of any legal process whether by submission, application, proceeding or appeal or otherwise that may be designed or intended to limit, prohibit, or restrict the continuation or enlargement or any extension of operations of the airport or overflying of the land.
2. That for the purposes of this covenant
 - (i) Where there shall at any time be more than one owner of the land, this covenant shall be binding upon each and every owner jointly and severally.
 - (ii) These covenants shall be binding upon the owner and the owner's successors in title to the land and every part of it.

Signed by the said **TERENCE McCASHIN and
BEVERLEY McCASHIN**


in the presence of:

[Signature]Witness
[Signature]Address
[Signature]Occupation

) *[Signature]*
) B.P. McCashin

[Signature]
[Signature]


Signed by the said
GRANT WILLIAM STALKER

) 
)
)


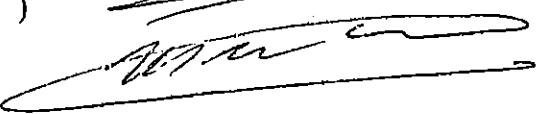
In the presence of:

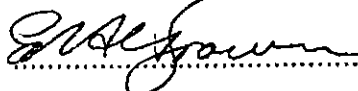
..........Witness

..........Address

..........Occupation

Signed by
QUEENSTOWN AIRPORT CORPORATION LIMITED
in the presence of:

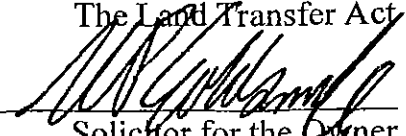
) 
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..........Witness

..........Address

..........Occupation

Correct for the purposes of
The Land Transfer Act


Solicitor for the Owner



IN THE MATTER of Section 221 of
the Resource Management
Act 1991

AND

IN THE MATTER of an Application
for Subdivision Consent
by LOWER SHOTOVER
PARTNERSHIP
LIMITED

CONSENT NOTICE

BACKGROUND

- A. Lower Shotover Partnership Limited of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificates of Title OT15B/739 (Pt), OT8A/1030, OT8A/1032 and OT15A/2388 (Otago Registry) ("the land").
- B. Council has granted consent to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

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

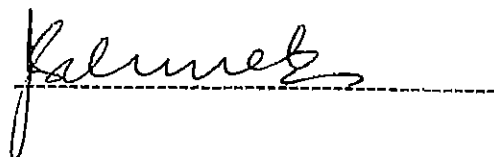
- (a) Lot 1 D.P.325561
- (b) Lot 2 D.P.325561
- (c) Lot 3 D.P.325561
- (d) Lot 4 D.P.325561
- (e) Lot 7 D.P.325561
- (f) Lot 8 D.P.325561
- (g) Lot 9 D.P.325561

CONDITIONS:

1. At such a time that a dwelling is to be erected, the owner for the time being shall submit for the approval of the Queenstown Lakes District Council, copies of the proposed location and design of the method of disposal of effluent on the lot.
2. That any dwelling shall be constructed within the building platform annotated to a copy of the title plan of subdivision, which shall accurately dimension and determine the position of the building platform on each lot. The copy of the title plan with the annotated building platforms shall be in accordance with the resource consent (subdivision) decision of Queenstown lakes District Council and to the approval of the Principal: Resource Management.
3. At such a time that a dwelling is erected, the owner for the time being shall install a water tank of a capacity of 23,000 litres, of which 14,000 is to remain as a static reserve for fire fighting purposes. These tanks shall be buried beneath the ground.
4. No access to Old School Road shall be made from Lots 1, 8, and 9.

Dated this 19th day of November 2003

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its
Principal Administrative Officer



Approved by Registrar-General of Land under No. 2002/6055

Instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

OTAGO



EI 5907860.3 Easement In

Cpy - 01/01, Pgs - 012, 01/03/04, 14:04



DocID: 610094663

Grantor

Surname(s) must

Terence MCCASHIN and Beverley MCCASHIN as to a 2/3 share and Grant William STALKER as to a 1/3 share

Grantee

Surname(s) must be underlined or in CAPITALS.

Terence MCCASHIN and Beverley MCCASHIN as to a 2/3 share and Grant William STALKER as to a 1/3 share

Grant* of easement or profit à prendre or creation or covenant

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

Dated this

20th day of January 2004

Attestation

	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation Kerry Amanda O'Donnell
Signature [common seal] of Grantor and Grantee Terence McCashin	Address Solicitor
	Queenstown

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation Kerry Amanda O'Donnell
Signature [common seal] of Grantee and Grantee Beverley McCashin	Address Solicitor
	Queenstown

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

2007-04

Page

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pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenant		Certificates of Title 103216 to 103223	Certificates of Title 103216 to 103223

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 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

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

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

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

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 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

Annexure Schedule 2

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Signature] *[Signature]*

[Signature]

[Signature]

Annexure Schedule 2



Insert type of instrument

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

Easement instrument to ~~grant~~

Dated

20-1-04

Page

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of

5

pages

(Continue in additional Annexure Schedule, if required.)

1. DEFINITIONS

1.1 Defined Terms. In this deed:

"Building"

means any structure other than

- a. a fence or wall less than 1 metre in height above Ground Level; or
- b. any other structure less than 5 square metres in area and less than 1 metre in height above Ground Level.

"Council Reserve"

means any land vested in the Queenstown Lakes District Council as a reserve for any purpose.

"Developer"

means the Terence McCashin, Beverley McCashin as to a two thirds share and Grant William Stalker as to a one third share (known as the Ladies Mile Partnership) or their successors in title or assigns.

"Dwelling"

means a building or group of buildings designed and occupied as a single self-contained household unit and includes normal accessory structures such as a garage, garden shed, glasshouse etc and includes a Residential Flat..

"Ground Level"

means the finished ground level of a Lot as at the date of deposit of the plan of subdivision creating that Lot.

"Ladies Mile Development"

means the subdivision and development of the Land.

"Land"

means the land described as ~~Section 93/Section 96-99, Part Section 68-69 and Part Section 94-95 Block III Shotover Survey District contained in Certificates of title 15B/738, 8A/1030 8A/1032 and 15A/288. 103223.~~ *Lots 1-4, Lots 7-9 & Lot 101, DP 325561 and Certificate of title 103216 - 103223 (inclusive).* KMD

"Legal Road"

means all parts of any road vested in the Queenstown Lakes District Council as legal road and includes footpaths, roadways, kerbing, channelling and any grassed or landscaped areas situated on any Legal Road.

"Lot"

means a lot carrying the right to erect a Dwelling created by any subdivision of any part of the Land.

"Lot Owner"

means the registered proprietor(s) of a Lot and any tenant, lessee, licensee, visitor or invitee of a Lot Owner.

"Rating Address"

means, in respect of a Lot, the current address recorded by the Queenstown Lakes District Council as the address for that Lot for rating purposes.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Signatures]

Annexure Schedule 2



Insert type of instrument

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

Easement Instrument

Dated

20-1-04

Page

2

of

5

pages

(Continue in additional Annexure Schedule, if required.)

"Residential Flat"

means a single separate flat on the same Lot as a Dwelling, whether it is part of a Dwelling or a separate building erected adjacent to a Dwelling, contained no more than one kitchen and /or one laundry.

"Ridge"

means the elevated strip of land on the southern boundaries of Lots 2 and 3 DP 325561 (which elevation drops sharply to the south boundary) that runs approximately parallel to the private road that services Lots 1, 9, 8 and 7 DP 325561, *and includes the area 10 metres on either side of that strip of land.*

"Vehicle Crossing"

means the part of a driveway or vehicle accessway situated on Legal Road between the road carriageway and the boundary of a Lot which is formed to enable vehicle access from the road carriageway to the Lot.

1. A covenant to do something is also a covenant to permit or cause that thing to be done, and a covenant not to do something is also a covenant not to permit or cause that thing to be done.

2. SCOPE

- 2.1 The following covenants shall apply to all Lot Owners and all Lots, except as expressly provided otherwise.

3. Building Controls

- 3.1 A Lot Owner must not:

- a. Erect, construct or place any pre-used or second-hand Building on a Lot.
- b. Erect, construct or place any relocatable Building on a Lot or have transported onto a Lot any relocatable Building in substantially built up form unless that relocatable Building is new and will be used as a Dwelling.
- c. Paint or have the roof of any Building any colour other than a colour within the range of browns, greens, greys and blue greys.
- d. Include in any Building as cladding or exterior finishing any of the following:
 - Fibre cement weatherboards
 - Uncoated fibre materials other than factory pre-finished roofing materials
 - Plywood or ply products
 - Untreated framing timbers
 - Iron and steel whether galvanised or not unless painted or coloursteel
 - Unpainted concrete blocks

- 3.2 Any Lot Owner who commences the erection or construction of any Building on a Lot must ensure that Building is completed within one year from the date of commencement of erection or construction. Completion is deemed to include affixing all exterior cladding and completing all exterior painting. This clause does not prevent a Lot Owner from constructing a Dwelling in separate stages over a longer period of time provided that each stage is completed within a one year period.

- 3.3 This clause 3.3 shall apply only to Lots 2 and 3 DP 325561. No Building or any part of any Building on the Lot shall exceed a maximum height of 5.5 metres above Ground Level.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

BMH *Mia* *JP* *KJW*

Annexure Schedule 2



Insert type of Instrument

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

Easement Instrument

Dated

20-1-04

Page

3

of

5

pages

(Continue in additional Annexure Schedule, if required.)

4. VEGETATION CONTROLS

4.1 A Lot Owner must not allow any tree or other plants hedges and vegetation on the boundary between the Lot Owner's Lot and any other Lot to grow to a height greater than 4 metres above Ground Level **EXCEPT** with the written consent of the Lot Owner who owns the adjoining Lot. For the purposes of this clause the boundary of a Lot is deemed to include the area within 5 metres of any boundary of the Lot.

4.2 A Lot Owner shall not allow any tree or other plants hedges and vegetation on any part of the Ridge which runs through that Lot Owners Lot to grow to a height greater than 3 metres above Ground Level **EXCEPT** with the written consent of the Lot Owners who own any adjoining Lot which would be adversely affected (in terms of view or shading). This clause 4.2 shall not apply to trees hedges plants or vegetation that are situated on the Ridge as at the time of registration of this covenant.

4.3 The Lot Owner of Lot 4 DP 325561 ("Lot 4") shall maintain and upkeep:

- a. the two ponds located at the northern end of Lot 4,
 - b. the landscaped roadside area at the northern end of Lot 4 on State Highway 6, by allowing only pasture and feature trees to be grown on that area, and keeping that pasture mown and those trees trimmed,
- for the benefit of all the other Lot Owners.

The obligations in this clause 4.3 shall commence on and from 13 August 2006. The Developer shall maintain and upkeep in accordance with 4.3a. and b. prior to that date.

5. EXTERNAL AREA CONTROLS

5.1 A Lot Owner must not:

- a. Use a Lot for storing or accumulating any rubbish or materials other than building materials when constructing a new Building (and for that purpose a Lot Owner shall ensure any excess material including excess building materials and/or rubbish is stored in a sightly manner and is removed from the Lot without delay and in any event at least every two weeks).
- b. Allow any broom, gorse, or other noxious weeds to grow or remain on any Lot.

5.2 Without derogation from any other remedies which may be available in respect of any breach of these covenants, if any Lot Owner is in breach of clause 5.1 then:

- a. Any other Lot Owner may give notice in writing addressed to the Rating Address of the Lot on which the breach is occurring requiring the breach to be remedied;
- b. If the breach is not remedied within 21 days after the notice is posted, the Lot Owner who has posted the notice is entitled to go onto that Lot (personally or using an agent) and remedy the breach;
- c. The cost of remedying the breach constitutes a debt payable by the Lot Owner of the Lot on which the breach occurred to the Lot Owner who has incurred the cost of remedying the breach and is recoverable at law.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

B.P.K.

[Signature]

[Signature]

Kaw



Insert type of instrument

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

Easement Instrument

Dated

26-1-04

Page

4

of

5

pages

(Continue in additional Annexure Schedule, if required.)

6. ADJACENT LAND CONTROLS

6.1 When any Dwelling is constructed on a Lot the Lot Owner must, at its cost, construct a Vehicle Crossing for that Lot. The following requirements apply to each Vehicle Crossing:

6.2

- a. The Vehicle Crossing must be constructed and maintained as a sealed Vehicle Crossing and to Queenstown Lakes District Council standards
- b. The top coat seal covering must be the same material and colour as the adjoining footpath.
- c. Any pothole or other damage to the Vehicle Crossing must be repaired immediately after it occurs.

6.3 A Lot Owner must not:

- a. Cause any damage to any part of the Legal Road adjoining or adjacent to that Lot Owner's Lot during or as a consequence of construction of any improvements on the Lot or otherwise.
- b. Interfere with or cause any damage to any trees or landscaping located on any part of any Legal Road or Council Reserve adjoining or adjacent to the Lot Owner's Lot, including by removing, cutting down or trimming any tree or plant.

6.4 For the purposes of clauses 6.1 and 6.2:

- a. Any damage caused by any employee, contractor or other person carrying out any works or activities on a Lot or by a vehicle driven by any person carrying out such works is deemed to be caused by the Lot Owner of the Lot on which the works or activities are being carried out;
- b. Without derogation from any other remedies which may be available in respect of any breach of these covenants, any other Lot Owner may give notice in writing addressed to the Rating Address of the Lot Owner responsible for the damage requiring the damage to be remedied;
- c. If the breach is not remedied within 21 days after that notice is posted, the Lot Owner who has posted the notice shall be entitled (personally or using an agent) to remedy the damage;
- d. The cost of remedying the damage constitutes a debt payable by the Lot Owner responsible for the damage to the Lot Owner who has incurred the cost of remedying the damage and is recoverable at law.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

BAK *Phil* *GP* *Khu*

Annexure Schedule



Insert type of instrument

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

Easement Instrument

Dated

20.1.04

Page

5

of

5

pages

(Continue in additional Annexure Schedule, if required.)

7. ANIMAL CONTROLS

7.1 ^{No} Lot Owner must keep on a Lot a dog which is a danger, nuisance or annoyance to:

- a. any other Lot Owner or,
- b. to any users of a Legal Road or Council Reserve, ("the Public Areas"). For the purposes of this subclause any dog which defecates on the Public Areas is deemed to cause a nuisance or annoyance to the users of that road or reserve unless the person responsible for that dog immediately removes the excreta.

KAW

8. RESIDENTS SOCIETY

8.1 The Developer may (while it retains ownership of any land in the Ladies Mile Development), OR a majority of Lot Owners may, decide to form a residents society ("Society") to administer and manage matters pertaining to the lots in the Ladies Mile development. These matters may include (without limitation) administration and management of:

- the water scheme,
 - road maintenance and upkeep and
 - services maintenance and upkeep,
- in the Ladies Mile Development.

8.2 The Lot Owners covenant (except for the owner of Lot 4 DP 325561) that if a Society is formed as detailed above then it will become a member of that Society and be bound by the rules (if any) of the Society and pay all amounts that have been reasonably levied by the Society.

Signature of the Grantee & Grantor : }
Grant Willow Staller

[Handwritten signature]

In the presence of:

[Handwritten signature]

Kerry Amanda O'Donnell
Solicitor
Queenstown

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

IN THE MATTER

of the Land Transfer Act 1952

MORTGAGEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

The National Bank of New Zealand Limited the mortgagee under Mortgage No 5240120.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 20th day of January 2004

SIGNED by The National Bank of New Zealand Limited by:

its Attorney

KAPUA KATHRINA GARDINER

K Gardiner

Witnessed by
Salvi

VAIJAYANTI SALVI
BANK OFFICER
AUCKLAND

Certified correct for the purposes of the Land Transfer Act 1952

Spilney

Solicitor for the mortgagee

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, KAPUA KATRINA GARDINER Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

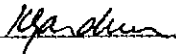
1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013.1

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland the 20th day of January 2004



IN THE MATTER of the Land Transfer Act 1952

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

Transit New Zealand the encumbrancee under Encumbrance No 5461563.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (inclusive) (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 20th day of January 2004

SIGNED by Transit New Zealand by:



M.D. O'Cain
Regional Manager
Transit New Zealand

Witness

Signature: K Churchill

Name (in full): Kelly Churchill

Occupation: Resource Planner, Transit New Zealand

Address: 60-66 Tennyson St, Dunedin

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the encumbrancee

\\kiao\docs\encumbrances\consent to register covenant - TNZ

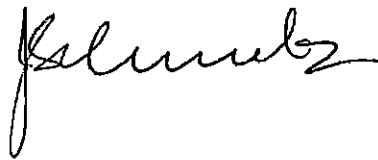
IN THE MATTER of the Land Transfer Act 1952

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

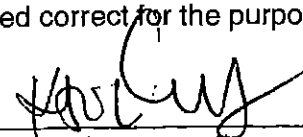
Queenstown Lakes District Council the encumbrancee under Encumbrance No 5461563.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (inclusive) (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 21st day of January, 2004

SIGNED by Queenstown Lakes District Council by:



Certified correct for the purposes of the Land Transfer Act 1952



Solicitor for the encumbrancee

IN THE MATTER

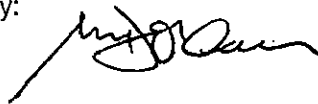
of the Land Transfer Act 1952

ENCUMBRANCEE'S CONSENT TO REGISTRATION OF DEED OF COVENANT

Transit New Zealand the encumbrancee under Encumbrance No 5461563.1 **CONSENTS** to the registration of the attached deed of covenant by Terence McCashin, Beverley McCashin and Grant William Stalker affecting all of the land comprised and described in Certificate of Title 103216 to 103223 (inclusive) (Otago Registry) **BUT** without prejudice to its rights and remedies under the Mortgage.

DATED the 20th day of January 2004

SIGNED by Transit New Zealand by:



M.D. O'Cain
Regional Manager
Transit New Zealand

Witness

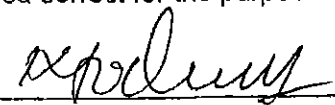
Signature: K Churchill

Name (in full): Kelly Churchill

Occupation: Resource Planner, Transit New Zealand

Address: 60-66 Tenyson St, Dunedin

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the encumbrancee

Non-Objection - Shetland County

8

ENC 5907860.5 Encumbra

Cpy - 01/01, Pgs - 006, 01/03/04, 14:06



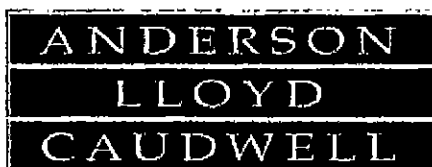
DocID: 610094666

Robert John Matheson, Margaret Jean Matheson and Eric John Thomson

and

**Grant William Stalker, Terence McCashin and Beverly McCashin together known as
Ladies Mile Partnership**

MEMORANDUM OF ENCUMBRANCE



BARRISTERS, SOLICITORS & NOTARIES SINCE 1862

DUNEDIN, QUEENSTOWN & CHRISTCHURCH
NEW ZEALAND

Tel: 64 3 442 7570

Fax: 64 3 442 8848

E-mail: lawyers@andersonlloydcaudwell.com

P O Box 201

Queenstown

LAWLINK

A MEMBER OF INDEPENDENT
LEGAL PRACTICE ASSOCIATION

Memorandum of Encumbrance

BACKGROUND

General

- A. The land described in the Schedule A ("the Land") is part of the land within a staged subdivision near Queenstown, ("the Ladies Mile development"). The Ladies Mile development is being developed by a partnership made up of Grant William Stalker, Terence McCashin and Beverly McCashin together known as Ladies Mile Partnership ("the Encumbrancee").
- B. Robert John Matheson, Margaret Jean Matheson and Eric John Thomson ("the Encumbrancer") has agreed to purchase the Land from the Ladies Mile Partnership and has agreed to honour certain obligations in respect of the Land.
- C. In order to secure the obligations of the Encumbrancer, the Encumbrancer has agreed to encumber the Land on the terms set out in this memorandum.

Resource Consents

- D. The Ladies Mile development project is ongoing and may be undertaken in stages. In order to ensure the ongoing development, the Encumbrancer has agreed not to oppose any applications made by the Encumbrancee for resource consents in respect of the Ladies Mile development and has agreed likewise to encumber the Land on the terms set out below so as to bind the owners of the Land from time to time.

ENCUMBRANCE

General

- 1. The Encumbrancer encumbers the Land for the benefit of the Encumbrancee for a term of 50 years from the date of this Encumbrance determinable however under clause 5 with an annual rent charge of \$1.00 to be paid on 31 January each year if demanded.
- 2. The Encumbrancer covenants with the Encumbrancee not to transfer the Land without notifying the transferee of the provisions of this Memorandum of Encumbrance.
- 3. This Memorandum of Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of any interest in the Land all such successors in title must comply with the covenants of this Memorandum of Encumbrance.
- 4. If during the 12 months preceding 31 January 2004 and each successive 12 months thereafter there has been no breach of the covenants and obligations of the Encumbrancer contained in this deed then the annual rent charge payable under this deed will be deemed to have been paid.

A handwritten signature in black ink, appearing to be 'L. Stalker', is located at the bottom right of the page.

5. That this rent-charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance if the covenants expressed in this Memorandum of Encumbrance become obsolete or no longer enforceable.
6. That the Encumbrancee shall pay the costs of preparation and registration of this Memorandum of Encumbrance, however each party shall pay all of their own costs during the continuance of this Memorandum and in relation to it.
7. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise and without prejudice to the Encumbrancee's rights of action at common law as a rent chargee or encumbrancee:
8. The Encumbrancee shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952.
9. No covenants on the part of the Encumbrancer and their successors in title are implied in this Memorandum of Encumbrance other than the covenants implied for further assurance implied by section 154 of the Land Transfer Act 1952.
10. For the purposes of this Memorandum of Encumbrance the term "Ladies Mile Partnership" shall be deemed to include its successors and assigns.

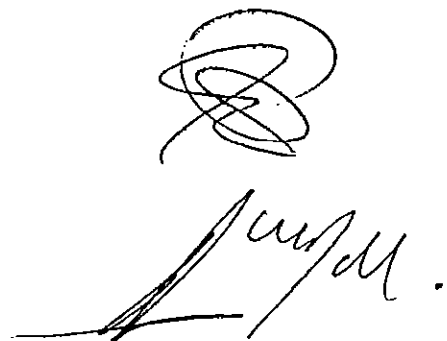
Resource Consents

11. For the purposes of this clause 11 the following definitions apply:

"Lodge any Submission" means and includes personally or through any agent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" means and includes any application for resource consent and/or plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed District Plan.

12. The Encumbrancer covenants not to, at any time, Lodge any Submission against any Planning Proposal to subdivide, develop or use any of the Encumbrancee's land described as Lots 1-4, 7-9, and 101 DP 325561, and Section 96-99, Block III Shotover Survey District contained in Certificates of Title 103216 – 103223 (inclusive) for any residential or recreational activity and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.

A handwritten signature in black ink, appearing to be 'Lumpkin', is written over a horizontal line.

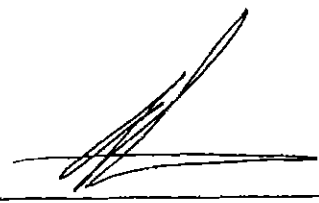
SCHEDULE A

Lot	DP	CT	Area
2	325561	103217	4.1047 ha

A handwritten signature in black ink, featuring a large, stylized initial 'Z' followed by a surname that appears to be 'Lupin'.

DATED ²¹ JANUARY 2004

SIGNED by Robert John Matheson

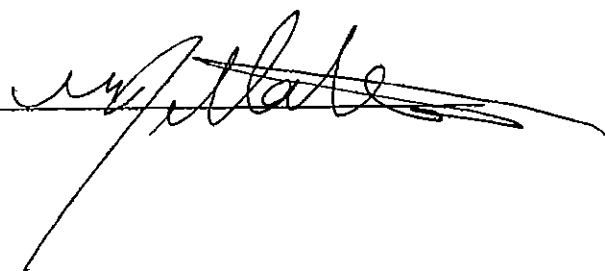
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) _____

Witness

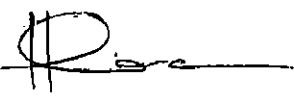
Signature: 

Name (in full): **Holly Jacinta Carden**
Occupation: **Legal Secretary**
Address: **ALEXANDRA**

SIGNED by Margaret Jean Matheson

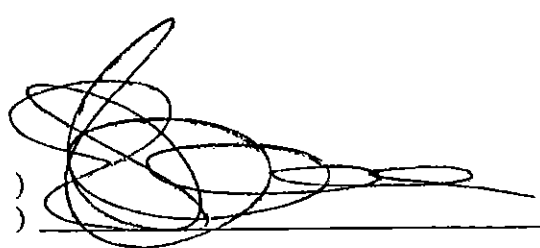
) 
) _____

Witness

Signature: 

Name (in full): **Holly Jacinta Carden**
Occupation: **Legal Secretary**
Address: **ALEXANDRA**

SIGNED by Eric John Thomson

) 
) _____

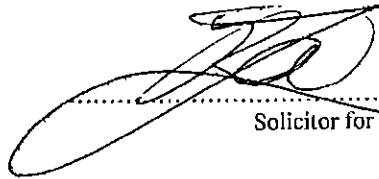
Witness

Signature: 

Name (in full): **Holly Jacinta Carden**
Occupation: **Legal Secretary**
Address: **ALEXANDRA**

MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land Transfer Act.



Solicitor for the Encumbrancer

Robert John Matheson, Margaret Jean Matheson and Eric John Thomson

Encumbrancer

Grant William Stalker, Terence McCashin and Beverley McCashin together known as Ladies Mile Partnership

Encumbrancee

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

Assistant/District Land Registrar of the

District of Otago

ANDERSON LLOYD
SOLICITORS
DUNEDIN, CHRISTCHURCH & QUEENSTOWN

Min. Order - Shotover Land

9

Christopher John Nicholas and Andrew Nicholas Hart

and

**Grant William Stalker, Terence McCashin and Beverley McCashin together known as
Ladies Mile Partnership**

MEMORANDUM OF ENCUMBRANCE



BARRISTERS, SOLICITORS & NOTARIES SINCE 1862

**DUNEDIN, QUEENSTOWN & CHRISTCHURCH
NEW ZEALAND**

Tel: 64 3 442 7570

Fax: 64 3 442 8848

E-mail: lawyers@andersonlloydcaudwell.com

**P O Box 201
Queenstown**



Memorandum of Encumbrance

ENC 6500292.4 Encumb

Cpy - 01/01, Pgs - 006, 18/07/05, 11:37



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BACKGROUND

General

- A. The land described in the Schedule A ("**the Land**") is part of the land within a staged subdivision near Queenstown, ("**the Ladies Mile development**"). The Ladies Mile development is being developed by a partnership made up of Grant William Stalker, Terence McCashin and Beverly McCashin together known as the Ladies Mile Partnership ("**the Encumbrancee**").
- B. Christopher John Nicholas and Andrew Nicholas Hart ("**the Encumbrancer**") have agreed to purchase the Land from the Ladies Mile Partnership and have agreed to honour certain obligations in respect of the Land.
- C. In order to secure the obligations of the Encumbrancer, the Encumbrancer has agreed to encumber the Land on the terms set out in this memorandum.

Resource Consents

- D. The Ladies Mile development project is ongoing and may be undertaken in stages. In order to ensure the ongoing development, the Encumbrancer has agreed not to oppose any applications made by the Encumbrancee for resource consents in respect of the Ladies Mile development and has agreed likewise to encumber the Land on the terms set out below so as to bind the owners of the Land from time to time.

ENCUMBRANCE

General

1. The Encumbrancer encumbers the Land for the benefit of the Encumbrancee for a term of 50 years from the date of this Encumbrance determinable however under clause 5 with an annual rent charge of \$1.00 to be paid on 31 January each year if demanded.
2. The Encumbrancer covenants with the Encumbrancee not to transfer the Land without notifying the transferee of the provisions of this Memorandum of Encumbrance.
3. This Memorandum of Encumbrance binds the Encumbrancer's successors in title so that contemporaneously with the acquisition of any interest in the Land all such successors in title must comply with the covenants of this Memorandum of Encumbrance.
4. If during the 12 months preceding 31 January 2004 and each successive 12 months thereafter there has been no breach of the covenants and obligations of the Encumbrancer contained in this deed then the annual rent charge payable under this deed will be deemed to have been paid.
5. That this rent-charge shall immediately determine and the Encumbrancer shall be entitled to a discharge of this Memorandum of Encumbrance if the covenants expressed in this Memorandum of Encumbrance become obsolete or no longer enforceable.

[Handwritten signatures and initials]

6. That the Encumbrancee shall pay the costs of preparation and registration of this Memorandum of Encumbrance, however each party shall pay all of their own costs during the continuance of this Memorandum and in relation to it.
7. Section 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise and without prejudice to the Encumbrancee's rights of action at common law as a rent chargee or encumbrancee:
8. The Encumbrancee shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952.
9. No covenants on the part of the Encumbrancer and their successors in title are implied in this Memorandum of Encumbrance other than the covenants implied for further assurance implied by section 154 of the Land Transfer Act 1952.
10. For the purposes of this Memorandum of Encumbrance the term "Ladies Mile Partnership" shall be deemed to include its successors and assigns.

Resource Consents

11. For the purposes of this clause 11 the following definitions apply:

"Lodge any Submission" means and includes personally or through any agent directly or indirectly lodge or support in any way any objection or submission to a Planning Proposal and includes taking any part in a planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.

"Planning Proposal" means and includes any application for resource consent and/or plan change and/or a variation of any nature to the relevant Queenstown Lakes District Council District Plan or Proposed District Plan.

12. The Encumbrancer covenants not to, at any time, Lodge any Submission against any Planning Proposal to subdivide, develop or use any of the Encumbrancee's land described as Section 93, Section 96-99, Part Section 68-69 and Part Section 94-95 Block III Shotover Survey District contained in Certificate of Title 15B/739 for any residential or recreational activity and shall be deemed to have given written approval to any such Planning Proposal for the purposes of the Resource Management Act 1991.

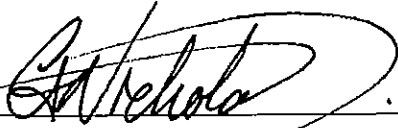
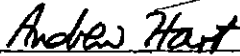
Handwritten signatures and initials:
 [Signature] NS AH

SCHEDULE A

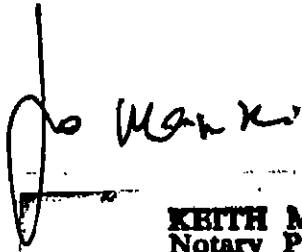
Lot	DP	CT	Area
3	325561	103218	4.0824 ha

DATED 4th July 2005

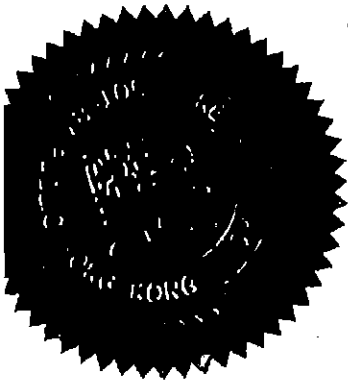
SIGNED by Christopher John Nicholas)
and Andrew Nicholas Hart)

in the presence of:

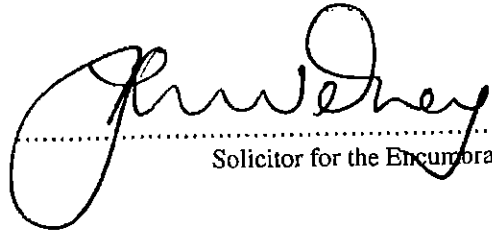


KEITH M. E. HO
Notary Public
Hong Kong SAR,
People's Republic of China
Address : 6/F Prince's Building
Chater Road, Hong Kong.



MEMORANDUM OF ENCUMBRANCE

Correct for the purposes of the Land Transfer Act.


Solicitor for the Encumbrancee

Christopher John Nicholas and Andrew Nicholas Hart

Encumbrancer

Ladies Mile Partnership

Encumbrancee

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

**Assistant/District Land Registrar of the
District of Otago**

**ANDERSON LLOYD
SOLICITORS
DUNEDIN, CHRISTCHURCH & QUEENSTOWN**



VIEW INSTRUMENT DETAILS

Instrument No. 8481955.2
Status Registered
Date & Time Lodged 05 May 2010 15:27
Lodged By Bendikson, Heidi Elise
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991

IOI tu te
Land whenua
Information
New Zealand



Affected Computer Registers	Land District
-----------------------------	---------------

348100	Otago
348101	Otago
348102	Otago
348103	Otago
348104	Otago
348105	Otago
348106	Otago
348107	Otago
348108	Otago
348109	Otago
348843	Otago

Handwritten notes:
downy Curlew

Annexure Schedule: Contains 3 Pages.

Signature

Signed by Kerry Amanda O'Donnell as Territorial Authority Representative on 05/05/2010 02:08 PM

*** End of Report ***

IN THE MATTER of Section 221 of the Resource
Management Act 1991

AND

IN THE MATTER of an Application for Subdivision
Consent by LOWER SHOTOVER
PARTNERSHIP LIMITED

CONSENT NOTICE

BACKGROUND

- A. LOWER SHOTOVER PARTNERSHIP LIMITED of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificates of Title 339911 & 339912 (Otago Registry) ("the land").
- B. Council has granted consent (RM990450) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereon.

OPERATIVE PART

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

- | | |
|----------------------|----------------------|
| (a) Lot 5 DP 386956 | (g) Lot 15 DP 386956 |
| (b) Lot 10 DP 386956 | (h) Lot 18 DP 386956 |
| (c) Lot 11 DP 386956 | (i) Lot 19 DP 386956 |
| (d) Lot 12 DP 386956 | (j) Lot 20 DP 386956 |
| (e) Lot 13 DP 386956 | (k) Lot 21 DP 386956 |
| (f) Lot 14 DP 386956 | |

CONDITION:

- 1) The area of wetland identified on the Land Transfer Plan DP 386956 shall be excluded from any further subdivision or development of buildings. These areas are shown as:

ZN on Lot 13 DP 386956
ZO on Lot 14 DP 386956
ZP on Lot 15 DP 386956

- 2) At such a time that a dwelling is to be erected, the owner for the time being shall submit for the approval of the Queenstown Lakes District Council, copies of the proposed location and design of the method of disposal of effluent on the lot.
- 3) That any dwelling shall be constructed within the building platform annotated to a copy of the title plan of subdivision, which shall accurately dimension and determine the position of the building platform on each lot. The copy of the title plan with the annotated building platforms shall be in accordance with the resource consent (subdivision) decision of Queenstown Lakes District Council and to the approval of the Principal: Resource Management. The building platforms are annotated as below on Land Transfer plan DP 386956


ZC on Lot 5 DP 386956	ZI on Lot 15 DP 386956
ZD on Lot 10 DP 386956	ZJ on Lot 18 DP 386956
ZE on Lot 11 DP 386956	ZK on Lot 19 DP 386956
ZF on Lot 12 DP 386956	ZL on Lot 20 DP 386956
ZG on Lot 13 DP 386956	ZM on Lot 21 DP 386956
ZH on Lot 14 DP 386956	

- 4) At such a time that a dwelling is erected, the owner for the time being shall install a water tank of a capacity of 23,000 litres, of which 14,000 is to remain as a static reserve for fire fighting purposes. These tanks shall be buried beneath the ground.

- 5) No access to Old School Road shall be made from lots 10, 11, 12, 13, 14 and 15

Dated this 6th day of June 2007

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its
Principal Administrative Officer





VIEW INSTRUMENT DETAILS

Instrument No. 8481955.4
Status Registered
Date & Time Lodged 05 May 2010 15:27
Lodged By Bendikson, Heidi Elise
Instrument Type Encumbrance

1000 te
Land whenua
Information
New Zealand



11

Affected Computer Registers Land District

348100	Otago
348101	Otago
348102	Otago
348103	Otago
348104	Otago
348105	Otago
348106	Otago
348107	Otago
348109	Otago
348843	Otago

Summary notes - could be discharged?
Last 1 only (L10000)

Annexure Schedule: Contains 6 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer 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 Kerry Amanda O'Donnell as Encumbrancer Representative on 05/05/2010 02:08 PM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee 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 Kerry Amanda O'Donnell as Encumbrancee Representative on 05/05/2010 02:09 PM

*** End of Report ***

Encumbrance instrument
(Section 101 Land Transfer Act 1952)

2009/6232EF
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Affected instrument identifier
and type (if applicable)

All/part

Area/Description of part or stratum

OT348100, OT348101,
OT348102, OT348103,
OT348104, OT348105,
OT348106, OT348107,
OT378109, OT348843

All

Encumbrancer

Grant William STALKER, Terence McCASHIN and Beverley McCASHIN

Encumbrancee

QUEENSTOWN LAKES DISTRICT COUNCIL

Estate or interest to be encumbered

Insert e.g. Fee simple; Leasehold in Lease No. etc.

Fee simple

Encumbrance Memorandum Number

N/A

Nature of security

State whether sum of money, annuity or rentcharge and amount

The sum of \$370,588.67

Encumbrance

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ ~~[and]~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Terms

- 1 Length of term 999 years
- 2 Payment date(s) N/A
- 3 Rate(s) of interest 14%
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable
Upon breach by the Encumbrancer of any of the covenants in Annexure Schedule 2
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable
Whenever the covenants in Annexure Schedule 2 have been wholly complied with

Covenants and conditions

Continue in Annexure Schedule(s), if required

See "Continuation of Covenants and Conditions" in Annexure Schedule 2

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

N/A

2009/5043EF
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Insert instrument type

Continue in additional Annexure Schedule, if required

ANNEXURE SCHEDULE 2

CONTINUATION OF COVENANTS AND CONDITIONS

BACKGROUND

- A. The Encumbrancer is the registered proprietor of the land described in Schedule A ("the Land").
- B. Pursuant to Section 88 of the Resource Management Act 1991 ("the Act") application was made to the Encumbrancee for subdivision consent to subdivide the Land.
- C. The Encumbrancee has approved the application pursuant to Sections 104, 105, 108 and 220 of the Act by granting a subdivision resource consent issued on 11 April 2000 under No. RM990450 ("the Resource Consent") subject to certain conditions imposed pursuant to Sections 108 and 220 of the Act that include the carrying out of the works described in Schedule B ("the Works").
- D. The Encumbrancee has agreed to issue a certificate pursuant to Section 224(c) of the Act on condition of the parties entering into this Encumbrancee Instrument.
- E. The Encumbrancer has agreed to this Encumbrance Instrument being registered against the Certificates of Title to the Land.

THE ENCUMBRANCER AND THE ENCUMBRANCEE HEREBY COVENANT WITH EACH OTHER THAT:

- 1 The Encumbrancer covenants with Encumbrancee that it will complete the Works on the Land in a proper and efficient manner to the satisfaction of Encumbrancee and in compliance with all applicable statutes regulations and by-laws on or before 15 May 2015.
- 2 That upon default being made by the Encumbrancer in complying with the covenants and conditions on the part of the Encumbrancer set out in this Encumbrance Instrument, the Encumbrancee in addition to all its other remedies hereunder shall be entitled by itself, its servants and agents to enter upon the Land or any part thereof and do all things necessary to secure compliance with the terms of this Encumbrance Instrument without being liable to the Encumbrancer for any damage or interference to any land or property of the Encumbrancer caused by the carrying out of such work.

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Insert instrument type

Continue in additional Annexure Schedule, if required

- 3 The Encumbrancee shall be entitled to sue and recover by action of law from the Encumbrancer all costs of and incidental to the carrying out of such work including costs for its own administration, legal costs and any other costs of whatever kind ancillary thereto.
- 4 Upon the determination of the amount owing by the Encumbrancer to the Encumbrancee in the event of a default, the Encumbrancee may exercise the power of sale of mortgagee with respect to Lot 5 DP386956 to recover the said costs of compliance and the costs incidental hereto.
- 5 The Encumbrancee shall provide a release of this Encumbrance Instrument whenever the covenants in this Annexure Schedule 2 have been wholly complied with.
- 6 The Encumbrancer will pay the legal costs and charges incurred by Encumbrancee of and incidental to the preparation and release of this Encumbrance Instrument and any legal charges or costs incurred by Encumbrancee in the enforcement of this Encumbrance Instrument.
- 7 The Encumbrancer acknowledges that its liability under this Encumbrance Instrument shall not be released, varied or affected in any way by any delay, extension of time, or other indulgence granted to the Encumbrancer or suffered or permitted by Encumbrancee or by any delay failure or neglect of the Encumbrancee to enforce the terms of this Encumbrance Instrument or any obligation of the Encumbrancer under this Encumbrance Instrument.
- 8.0 The Encumbrancee consents to the registration of any of the following instruments executed by the Encumbrancer in respect of the Land:
 - (a) The creation, variation or surrender of an easement (section 90E (3) Land Transfer Act 1952 ("LTA"));
 - (b) The registration of a lease, a lease variation instrument or the surrender of a lease (sections 115(4), 116(7) and 120 "LTA");
 - (c) The disposal of a licence or shares to which the licence relates (section 121 I (1) "LTA"); and
 - (d) The creation, variation or surrender of a land covenant,

and this consent will be deemed to be the consent of the mortgagee (which term includes encumbrancee) as specified in the LTA to the registration of a particular instrument specified in clauses (a) to (e) inclusive above.
- 8.1 If it is determined that written consent is required from the Encumbrancee (rather than deemed consent), then the Encumbrancee will immediately, at the request of the Encumbrancer, give that consent.
- 8.2 Notwithstanding anything contained in clause 8.0 above, where an instrument referred to in clause 8.0;

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Insert instrument type

Continue in additional Annexure Schedule, if required

- (i) contains any restrictions, conditions or agreements which may be contrary to the terms of this Encumbrance;
- (ii) would have required the Encumbrance's consent or signature other than in its capacity as chargeholder pursuant to this Encumbrance;

then the provisions of clause 8.0 shall not apply and the written consent of the Encumbrancee shall still be sought by the Encumbrancer.

SCHEDULE A

The Land

Lots 5, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21 DP386956 being a subdivision of Lots 200 and 201 DP386956 (Land Registration District of Otago).

Annexure schedule

Page 6 of 6 Pages

2009/5043EF
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Insert instrument type

Continue in additional Annexure Schedule, if required

SCHEDULE B

Works to be completed

LADIES MILE SUBDIVISION

RURAL SUBDIVISION - STAGES 2 a - c - 11 LOTS

Telecom cable to 11 Lots (11@\$1,000)	\$11,000.00
Power (supply to 11 Lots using pole mounted transformers with overhead line)	\$60,019.54
ROADING (pavement and surfacing)	\$87,163.10
WATER SUPPLY (connection of 5 remaining Lots to existing water system)	\$4,413.00
TRENCHING	\$10,758.00
ROW's 4 & 5 (ROW 4 marked O on DP 386956 and ROW 5 marked N on DP 386956)	\$44,454.00
Preliminary & General	\$1,800.00
Subtotal	\$219,608.04
GST	\$27,451.01
GST inclusive total	\$247,059.05
Multiplier 1.5	\$123,529.52
TOTAL VALUE	\$370,588.57