

EASEMENT CERTIFICATE

Otago Land Registry Office

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

x LAKE DISTRICT TRUST LIMITED

being the registered proprietor of the land described in Schedule 'A' hereto hereby certify that the easement specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Dunedin** on the _____ day of _____ 19 99 under No. **27395** are the easements which it is intended shall be created by the operation of Section 90A of the Land Transfer Act 1952.

SCHEDULE 'A'

C.T. Ref.	Nature of Easement (e.g. Right of Way etc.)	SERVIENT TENEMENT		Dominant Tenement Lot No. or other Legal Description
		Lot No. or other Legal Description	Identification of Part Subject to Easement	
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	A	Lot 1 DP 27395 Part Section 5 S.O. 24547
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	C	Lot 1 DP 27395 Part Section 5 S.O. 24547
18C/633	Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Lot 5 DP 27395	D	Part Section 5 S.O. 24547

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

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

Dated this 21st day of September 19 99

EXECUTED
Signed by the above-named
LAKE DISTRICT TRUST LIMITED
in the presence of
Witness: Howard James Paterson
Occupation: Director
Address: Neville Christopher Mahon
Director

Correct for the purposes of the Land Transfer Act

Solicitor for the Registered Proprietor

975354.A

SCHEDULE 'B'

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

1. Rights and Powers:

See attached

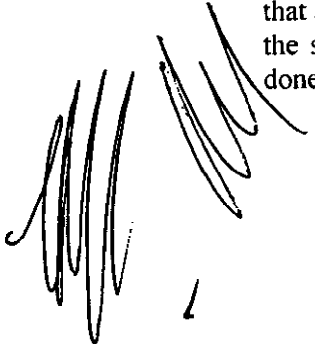
SCHEDULE "B"

RIGHT TO CONVEY TELEPHONE COMMUNICATIONS

The full and uninterrupted and unrestricted right for the Grantee and its tenants (in common with the Grantor its tenants and any other person lawfully entitled so to do) from time to time and at all times to transmit and receive telephone messages by means of cables together with any necessary pillars or other necessary fittings whether below or above ground in a free and unimpeded manner (but subject to the requirements of Telecom) over through under and along the land over which the easement is granted or created together with the right (subject as aforesaid) to maintain and use the telephone cables pillars and any other fittings already laid placed or installed under or on the surface of the land over which the easement is granted or created and to lay place or maintain or to have laid placed or maintained any telephone cables pillars or other fittings in replacement or in substitution for all or any of those cables pillars or other fittings (provided always that any pillars or other fittings above ground shall be installed in such a position so as not to impede the full free and uninterrupted right of way as provided herein) and in order to lay or maintain the efficiency of any such cables pillars or other fittings the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created or upon such part of the land of the Grantor and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying inspecting repairing maintaining and renewing any such cables pillars or other fittings or any part thereof subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor 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.

RIGHT TO CONVEY ELECTRICITY

The full and uninterrupted and unrestricted right for the Grantee and its tenants (in common with the Grantor its tenants and any other person lawfully entitled so to do) from time to time and at all times to pass and transmit electric current by means of cables together with any necessary pillars or other necessary fittings whether below or above ground in a free and unimpeded manner over through under and along the land over which the easement is granted or created together with the right to install maintain and use the electric power cables pillars and any other fittings already laid placed or installed under or on the surface of the land over which the easement is granted or created and to lay place or maintain or to have laid placed or maintained any electric power cables pillars or other fittings in replacement or in substitution for all or any of those cable pillars or other fittings (provided always that any pillars or other fittings above ground shall be installed in such a position so as not to impede the full free and uninterrupted right of way as provided herein) and in order to lay or maintain the efficiency of any such cables pillars or other fittings the full free uninterrupted and unrestricted right liberty and privilege for the Grantee its tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created or upon such part of the land of the Grantor and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying inspecting repairing maintaining and renewing any such cables pillars or other fittings or any part thereof subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor 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.



SCHEDULE 'C'

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

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

ALR
ALR

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

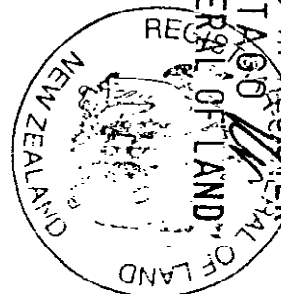
District *Land Registrar*
Assistant *of the District of*

EASEMENT CERTIFICATE

FILE COPY

2.40 21.SEP.99 975354.14

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OF AOTAROA
FOR REGISTRAR - GENERAL OF LAND



ALBERT ALLOO & SONS
SOLICITORS
DUNEDIN

TRANSFER
Land Transfer Act 1952

E 5682579.2 Grant of Ease

Cpy - 01/01, Pgs - 003,05/08/03,10:23



DocID: 110488941

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

Otago

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

19A	735	ALL	
-----	-----	-----	--

Transferor Surnames must be underlined

WENTWORTH STATION LIMITED

Transferee Surnames must be underlined

HER MAJESTY THE QUEEN

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

easement of right of way for foot access only (contained on page 2 annexure schedule)

Consideration

ten cents

Operative Clause

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

Dated this 14th day of August 2003

Attestation

J. J. Hunter
N. Conradi
Directors

Signed in my presence by the Transferor
Signature of Witness

[Signature]
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name **BRUCE ALEXANDER BOVIN**
Occupation **SOLICITOR**
Address **QUEENSTOWN**

Witness signature
D. F. D. HUNTER

Signed in my presence by the Transferee

[Signature]
Sonia Caye Vidal
Solicitor
Queenstown.
witnessed signature of
N. Conradi.

Certified correct for the purposes of the Land Transfer Act 1952

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

[Signature]
Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

RIGHT OF WAY (FOOT ACCESS ONLY)

Land Transfer Act 1952

Law Firm Acting

Solicitor
Department of Conservation
DUNEDIN

Auckland District Law Society
REF 4130

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

Annexure Schedule

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

Dated

Page

of

Pages

continuation of "Estate or Interest or Easement to be created"

The Transferee her servants tenants agents workmen licensees and any member of the public (in common with the Transferor its tenants and any other person lawfully entitled so to do) shall have the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass on foot only over and along those parts of the land in Certificate of Title OT 19A/735 marked "A", "B" and "C" on DP 305685 to the intent that the easement hereby created shall forever be appurtenant to that part of the land of the Transferee contained in Certificate of Title 18C/804 (Otago Registry) and known as Section 8 SO 24742

"Continuation of Attestation"

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN by Ian Robert)
Hugh Whitwell under a written)
delegation in the presence of:)

I. R. H. Whitwell

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

J.F.J. *W.H.* *W.*

C417 7099339.1 Certificate

Cpy - 01/03, Pgs - 005, 03/11/06, 11:26



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'00679592'

97229, MC036

**CERTIFICATE UNDER S. 417 OF THE RESOURCE
MANAGEMENT ACT 1991**

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

The New Zealand Malt Whisky Company Limited
of C/- Bennett Currie Ltd, 484 Main Street, Palmerston North

being registered as a share holder of Licence for a Water Race 7430, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences); to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres; to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

Selva Selvarajah
Director Resource Management

Dated this 6th day of April 2006

THE COMMON SEAL of the
OTAGO REGIONAL COUNCIL
Was hereunto affixed in the
Presence of:



Graeme Horwin
Chief Executive

R W Scott
Director Corporate Services

ORC FILE 97229

SCHEDULE

Land Affected	Title Reference	Owner
Sec 32 Blk II Kawarau SD	OT14B/1179	Harris Road No 36 Ltd
Lot 7 DP 27395	OT19A/735	Harris Road No 36 Ltd
Lot 3 DP 303681	OT14730	Antimony Investments Ltd
Lot 4 DP 27395	OT19A/734	The New Zealand Malt Whisky Co Ltd
Lot 3 DP 27395	OT19A/733	Martin Joseph Keogh & Arthur Mark Van Der Wilt

Landonline User ID: buddlefw

LODGING FIRM: Buddle Findlay

Address: c/- Midtown Agency Services Ltd

DX SP20201

Wellington

Uplifting Box Number: _____

ASSOCIATED FIRM: _____

Client Code / Ref: AMC PRE33114

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

HEREWITH	
Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Plan Number Pre-Allocated or
to be Deposited: _____


Rejected Dealing Number: _____

Other (state)

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	See Schedule	C417	The New Zealand Malt Whisky Company Ltd	50.00	4	\$8					\$58.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? 

Less Fees paid on Dealing #

Subtotal (for this page)

Total for this dealing

Debit my Account for

\$58.00

\$58.00

\$58.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

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

EI 7398568.8 Easement 1

Cpy - 01/01, Pgs - 006, 19/06/07, 16:07

Land registration district

OTAGO



Grantor

Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO 36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

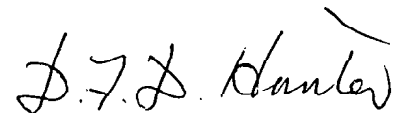
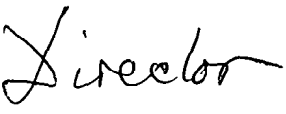

HARRIS ROAD NO 36 LIMITED

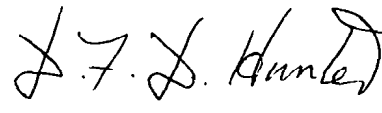
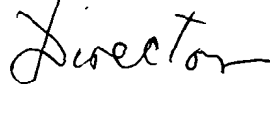

Grant* of easement or profit à prendre or creation or covenant

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).

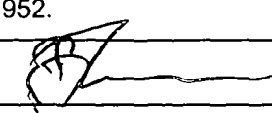
Dated this 14 day of May 2007

Attestation

 	<p>Signed in my presence by the Grantor</p>  <hr/> <p>Signature of witness</p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Brett Gould</p> <p>Occupation Solicitor</p> <p>Address Queenstown</p>
<p>Signature [common seal] of Grantor</p>	

 	<p>Signed in my presence by the Grantee</p>  <hr/> <p>Signature of witness</p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Brett Gould</p> <p>Occupation Solicitor</p> <p>Address Queenstown</p>
<p>Signature [common seal] of Grantee</p>	

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 14 May 2007

Page of 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)
Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Marked "F" on DP 379651	Lot 2 DP 379651 (CT 319411)	Lot 5 DP 379651 (CT 319413)

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]** **[negatived]** **[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].

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

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

CONSENT OF THE MORTGAGEE

Wrightson Finance Limited as mortgagee under Mortgage Number 6531828.3 HEREBY CONSENTS to the registration of the within Easement Instrument but WITHOUT PREJUDICE to the Mortgagee's rights, powers and remedies under the said Mortgage.

Dated

14 May

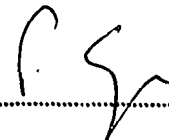
2007


SIGNED for and on behalf of)

WRIGHTSON FINANCE LIMITED)

PGG WRIGHTSON FINANCE LIMITED

Signed for and on behalf of PGG Wrightson Finance Ltd

 Director/Authorised Person

 Director/Authorised Person

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.



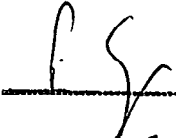
Certificate of PGG Wrightson Finance Limited


1. On 28 March 2002 Reid Farmers Finance Otago Limited Changed its name to PGG Finance Limited.
2. From 31 March 2006 Wrightson Finance Limited and PGG Finance Limited amalgamated pursuant to Part XIII of the company. The amalgamated company has changed its name to PGG Wrightson Finance Limited on amalgamation.
3. As a consequence of the amalgamation all property of the company known pre-amalgamation as PGG Finance Limited has become the property of the amalgamated company. Attached to this certificate is a certified copy of the certificate of amalgamation issued by the Registrar of Companies.

Signed by:

By authority of the
Board of Directors of
PGG Wrightson Finance Limited

Signed for and on behalf of PGG Wrightson Finance Ltd


..... Director/Authorised Person


..... Director/Authorised Person

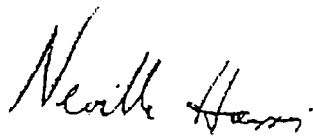
CERTIFICATE OF INCORPORATION

PGG WRIGHTSON FINANCE LIMITED
1166085

This is to certify that WRIGHTSON FINANCIAL SERVICES LIMITED was incorporated under the Companies Act 1993 on the 11th day of October 2001 and changed its name to WRIGHTSON FINANCE LIMITED on the 22nd day of September 2004 and changed its name to PGG WRIGHTSON FINANCE LIMITED on the 31st day of March 2006.

I hereby certify that I have compared the within photocopy with the original document and the same is a true and correct copy thereof.


A Solicitor of the High Court of New Zealand





Neville Harris
Registrar of Companies
31st day of March 2006

Ministry of Economic
Development
Manatū Ōhanga

Companies Office

CERTIFICATE OF AMALGAMATION

of

**PGG WRIGHTSON FINANCE LIMITED
(1166085)**

This is to certify that on the 31st day of March 2006 under Part XIII of the Companies Act 1993:

**PGG FINANCE LIMITED (150676) and
WRIGHTSON FINANCE LIMITED (1166085)**

amalgamated to become **WRIGHTSON FINANCE LIMITED** which changed its name on amalgamation to **PGG WRIGHTSON FINANCE LIMITED**.

Neville Ham

Registrar of Companies

Dated this 31st day of March 2006

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

EI 7398568.11 Easement

Cpy - 01/01, Pgs - 006, 19/06/07, 16:08



DocID: 110869708



Land registration district

OTAGO

Grantor

Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO 36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

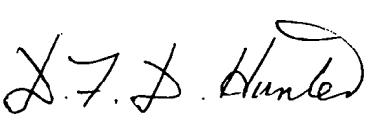
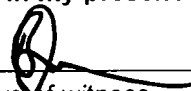
BUNGY NEW ZEALAND LIMITED

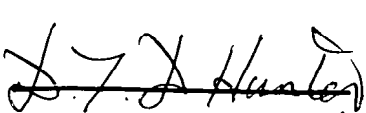
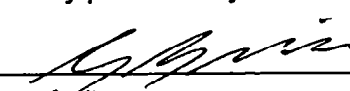
Grant* of easement or profit à prendre or creation or covenant

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 14 day of May 2007

Attestation

 Grantor	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Brett Gould Occupation Solicitor Address Queenstown
Signature [common seal] of Grantor	

 Grantor	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Geoffrey A. Wilson Occupation MANAGER Address ARLINGTON
Signature [common seal] of Grantee	

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

14 May 2007

Page

of

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

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Right of Way	Marked "E" on DP 379651	Lot 5 DP 379651 (CT 319413)	Lot 4 DP 379651 (CT 319412)
Right to Transmit Electricity	Marked "F" on DP 379651	Lot 2 DP 379651 (CT 319411)	Lots 3 & 4 DP 379651 (CT 319412)
Right to Transmit Telecommunications	Marked "G" and "H" on DP 379651	Lot 2 DP 379651 (CT 319411)	Lot 3 DP 379651 (CT 319412)
	Marked "B" on DP 27395	Section 32 Blk II Kawarau SD (CT 0T14B/1179)	Lot 3 DP 379651 (CT 319412)

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.

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The implied rights and powers are ~~varied~~ ~~negatived~~ ~~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

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Continue in additional Annexure Schedule if required.

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

~~Annexure Schedule 2].~~

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

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

Page

of

pages

(Continue in additional Annexure Schedule, if required.)

CONSENT OF THE MORTGAGEE

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Dated

14

May

2006

SIGNED for and on behalf of

)

~~WRIGHTSON FINANCE LIMITED~~

)

PGG WRIGHTSON FINANCE LIMITED

Signed for and on behalf of PGG Wrightson Finance Ltd

..... Director/Authorised Person

..... Director/Authorised Person

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.

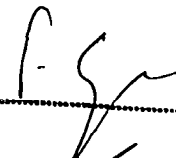
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2. From 31 March 2006 Wrightson Finance Limited and PGG Finance Limited amalgamated pursuant to Part XIII of the company. The amalgamated company has changed its name to PGG Wrightson Finance Limited on amalgamation.
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Signed by:

By authority of the
Board of Directors of
PGG Wrightson Finance Limited

Signed for and on behalf of PGG Wrightson Finance Ltd


..... Director/Authorised Person


..... Director/Authorised Person

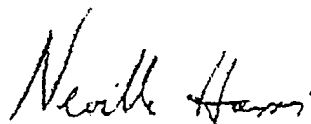
CERTIFICATE OF INCORPORATION

PGG WRIGHTSON FINANCE LIMITED
1166085

This is to certify that WRIGHTSON FINANCIAL SERVICES LIMITED was incorporated under the Companies Act 1993 on the 11th day of October 2001 and changed its name to WRIGHTSON FINANCE LIMITED on the 22nd day of September 2004 and changed its name to PGG WRIGHTSON FINANCE LIMITED on the 31st day of March 2006.

I hereby certify that I have compared the within photocopy with the original document and the same is a true and correct copy thereof.


A Solicitor of the High Court of New Zealand



Neville Harris
Registrar of Companies
31st day of March 2006





CERTIFICATE OF AMALGAMATION

of

**PGG WRIGHTSON FINANCE LIMITED
(1166085)**

This is to certify that on the 31st day of March 2006 under Part XIII of the Companies Act 1993:

**PGG FINANCE LIMITED (150676) and
WRIGHTSON FINANCE LIMITED (1166085)**

amalgamated to become **WRIGHTSON FINANCE LIMITED** which changed its name on amalgamation to **PGG WRIGHTSON FINANCE LIMITED**.

Registrar of Companies
Dated this 31st day of March 2006

DATED

17 April

2006 

COV 7398568.13 Covena

Cpy - 01/01, Pgs - 007, 19/08/07, 16:08



DocID: 110869710

BUNGY NEW ZEALAND LIMITED

("Covenantor")

HARRIS RD NO.36 LIMITED

("Covenantee")

DEED OF COVENANT



Correct for the Purposes of the Land Transfer Act 1952

MACALISTER TODD PHILLIPS

Barristers, Solicitors, Notaries
Queenstown/Alexandra/Wanaka/Cromwell

Ph: (03) 441 0125 - Fax: (03) 442 8116

Email: queenstown@mactodd.co.nz

P O Box 653

QUEENSTOWN

DEED OF COVENANT

THIS DEED DATED the

17th

day of

April

2006




PARTIES:

- (1) **BUNGY NEW ZEALAND LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantor")
- (2) **HARRIS RD NO.36 LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantee")

BACKGROUND

- A. Pursuant to an Agreement for Sale and Purchase of Real Estate dated 27 August 2006 ("the Agreement") the Covenantor will purchase from the Covenantee Lots 3 and 4 Deposited Plan 379651 being the land that will be comprised in Certificate of Title 319412 ("the Servient Tenement").
- B. The Covenantee will become the registered proprietor of Lot 2 Deposited Plan 379651, Certificate of Title 319411 and Lot 5 Deposited Plan 379651, Certificate of Title 319413 ("the Dominant Tenement").
- C. It was a term of the Agreement that the Covenantor would enter into the Covenant contained in this Deed of Covenant.

TERMS OF THIS DEED

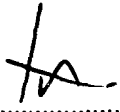
1. In consideration of the Covenantee entering to this Deed of Covenant, the Covenantor covenants and agrees with the Covenantee that it shall not permit any shooting or hunting access on that area of the Servient Tenement marked "Doolans Creek" on the plan attached to this Deed, being Digital Title Plan LT 379651. 



- 2. This Deed of Covenant shall be registered against the Title to the Servient Tenement,
for the benefit of the Dominant Tenement being Lot 2 DP 879651 CT 319411 and Lot 5 DP 879651 CT 319413.
- 3. The Covenantor shall bear the costs for the preparation and registration of this Deed of Covenant.

SIGNED for and on behalf of
BUNGY NEW ZEALAND LIMITED

As Covenantor
in the presence of:

) 
.....
) Director

)
.....
Director/Authorised Signatory

.....
Signature

.....
Full Name

.....
Address

.....
Occupation

J.F.S.

SIGNED for and on behalf of
HARRIS RD NO.36 LIMITED
As Covenantee
in the presence of:

3

) J. F. L. Hunt

) Director

)

.....
Director/Authorised Signatory



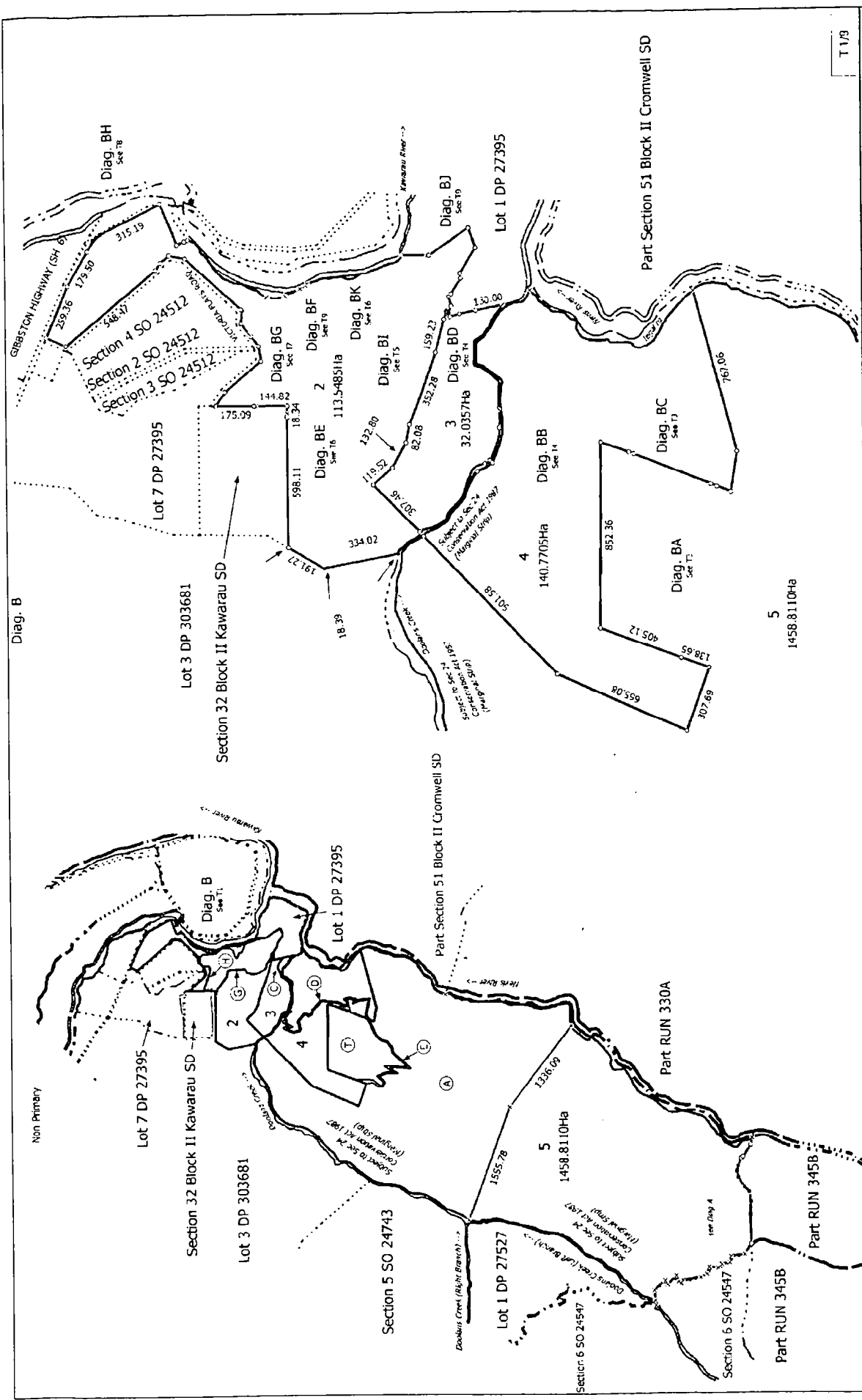
.....
Signature

.....
Full Name **Brett Gould**
Solicitor
Queenstown

.....
Address

.....
Occupation





T 1/9

<p>Land District: Otago</p> <p>Digitally Generated Plan Generated on: 30/11/2006 3:43pm Page 3 of 11</p>	<p>Surveyor: Bruce Allan McLeod Firm: Aurum Survey Consultants Ltd (Queen)</p>	<p>Lots 2-5 being a subdivision of Lot 1 DP 27527 & Part Lot 5 DP 27395</p> <p>Digital Title Plan LT 379651 DRAFT</p>
--	--	---

Handwritten signature and initials

This document is a computer-generated plan and does not constitute a deed or any other legal instrument. It is intended for information only and should not be relied upon for legal purposes.


CONSENT OF THE MORTGAGEE

Westpac New Zealand Limited as mortgagee under Mortgage Number 5558438.2 HEREBY
CONSENTS to the registration of the within Land Covenant but WITHOUT PREJUDICE to the
Mortgagee's rights, powers and remedies under the said Mortgage.


Dated *1st April* 2007

SIGNED for and on behalf of)
WESTPAC NEW ZEALAND LIMITED)

in the presence of:



TIMOTHY URQUHART-HAY


KIRSTON JANE COX
BANK OFFICER
WESTPAC NEW ZEALAND LIMITED
LEGAL SERVICES UNIT
AUCKLAND

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

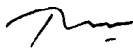
I, **TIMOTHY JULIAN URQUHART-HAY**, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. **THAT** at the date of this certificate I am a Tier Two Attorney for Westpac New Zealand Limited.
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 **Westpac New Zealand Limited** or otherwise.

SIGNED at Auckland

On this 17th day of April 2007



Timothy Urquhart-Hay

DATED

14 May

2007 

COV 7398568.14 Covena

Cpy - 01/01, Pgs - 004, 19/06/07, 16:10



DocID: 110861890

HARRIS RD NO.36 LIMITED

("Covenantor")

BUNGY NEW ZEALAND LIMITED

("Covantee")

DEED OF COVENANT



Correct for the Purposes of the Land Transfer Act 1952

MACALISTER TODD PHILLIPS

Barristers, Solicitors, Notaries

Queenstown/Alexandra/Wanaka/Cromwell

Ph: (03) 441 0125 - Fax: (03) 442 8116

Email: queenstown@mactodd.co.nz

P O Box 653

QUEENSTOWN

ECG-293083-18-11-V1:RSE

DEED OF COVENANT

THIS DEED DATED the

14

day of

May

2006

7/8

PARTIES:

- (1) **HARRIS RD NO.36 LIMITED** (hereinafter with its successors, successors in title and assigns called "the Covenantor")

- (2) **BUNGY NEW ZEALAND LIMITED** (hereinafter its successors, successors in title and assigns called "the Covenantee")

BACKGROUND

- A. Pursuant to an Agreement for Sale and Purchase of Real Estate dated 27 August 2006 ("the Agreement") the Covenantee will purchase from the Covenantor Lots 3 and 4 Deposited Plan 379651 being the land that will be comprised in Certificate of Title 319412 ("the ~~Servient~~ *Dominant* Tenement").
- B. The Covenantor will become the registered proprietor of Lot 2 Deposited Plan 379651, Certificate of Title 319411 and Lot 5 Deposited Plan 379651, Certificate of Title 319413 ("the Servient Tenement").
- C. It was a term of the Agreement that the Covenantor would not object to any approvals sought or consent processes undertaken by the Covenantee under the Resource Management Act 1991 in respect of the Dominant Tenement.
- D. This Deed of Covenant is to be registered against the Title to the Servient Tenement, *for the benefit of the Dominant Tenement being Lot 3 and 4 DP 379651, CT 319412*

TERMS OF THIS DEED

1. In this Deed the following phrases have the following meaning:
"Lodge any Submission" includes personally or through any agent or servant directly or indirectly lodging or supporting in any way any objection or submission to a planning proposal

[Handwritten signatures]

SIGNED for and on behalf of
BUNGY NEW ZEALAND LIMITED

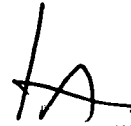
As Covenantee

in the presence of:

)

)

)



.....
Director

.....
Director/Authorised Signatory

.....
Signature

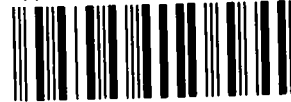
.....
Full Name

.....
Address

.....
Occupation

CONO 7793537.3 Cons

Cpy - 01/01, Pgs - 003, 22/04/08, 13:44



DocID: 212177321

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

AND

IN THE MATTER of an Application for
Subdivision Consent by
Bungy New Zealand Ltd

CONSENT NOTICE

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

AND

IN THE MATTER of an Application for
Subdivision Consent by
Bungy New Zealand Ltd

CONSENT NOTICE

BACKGROUND

- A. Bungy New Zealand Ltd, of Queenstown, has 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 319411 and 319412 of the Otago Land Registry (“the land”).

- B. Council has granted consent (RM070852) 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

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

- (a) Lots 1 to 8 DP 402448

CONDITIONS:

- a) Proposed fencing shall be in standard post and wire only (traditional livestock fencing.)

Dated this 31st day of March 2008

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



Easement 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 7793537.5 Easemen

Cpy - 01/01, Pgs - 002.29/04/08, 14:04



DocID: 212180596

Grantor

Surname(s) must

HARRIS ROAD NO.36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

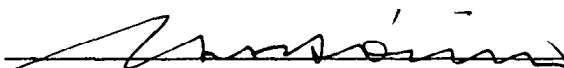
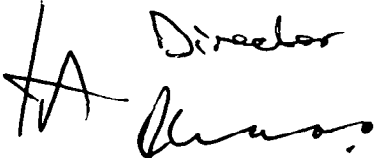
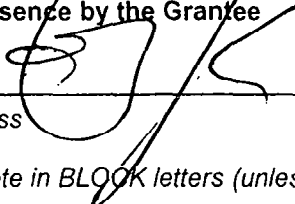
BUNGY NEW ZEALAND LIMITED

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 16th day of April 2008

Attestation

<p>HARRIS ROAD NO 36 LIMITED.</p> <p>D. J. H. Hunt</p> <p>DIRECTOR.</p>	<p>Signed in my presence by the Grantor</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Bruce Alexander Boivin Solicitor</p> <p>Address Queenstown</p>
<p>Signature [common seal] of Grantor</p>	
<p>Director</p> <p></p> <p>Andrew Bryce Jack</p>	<p>Signed in my presence by the Grantee</p> <p></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation Andrew Bryce Jack Solicitor</p> <p>Address Queenstown</p>
<p>Signature [common seal] of Grantee</p>	

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

[]

Page

1

of

1

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)
Right of Way Right to Transmit Electricity and Telecommunications	H DP 402448	Lot 5 DP 402448	Lot 3 DP 402448
	H DP 402448	Lot 5 DP 402448	Lot 4 DP 402448
	A & C DP 402448	Lot 8 DP 402448	Lot 1 DP 402448
	B DP 27395	Section 32 Block II Kawarau Survey District CT OT14B/1179	Lot 1 DP 402448

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

Continue in additional Annexure Schedule if required.

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

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 Fifth Schedule of the Property Law Act 2007.

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

~~[Memorandum number _____, registered under section 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].~~

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

[Handwritten signatures and initials]



View Instrument Details

Instrument No. 8287698.4
 Status Registered
 Date & Time Lodged 29 Sep 2009 15:48
 Lodged By Ecclestone, Rosalind Sarah
 Instrument Type Easement Instrument

**Affected Computer Registers Land District**

477523 Otago
 477524 Otago

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Andrew Bryce Jack as Grantor Representative on 22/09/2009 01:44 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 25/09/2009 10:00 AM

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

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district

OTAGO



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

QUEENSTOWN LAKES DISTRICT COUNCIL

Grantee

Surname(s) must be underlined or in CAPITALS.

HARRIS ROAD NO.36 LIMITED

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 day of 2009

Attestation

	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	
	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantee	

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.

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1Easement instrument Dated Page of 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)
Right to Convey Water	'A', 'B' and 'C' DP 420346	Lot 1 DP 420346 CT 477523	Lot 2 DP 420346 CT 477524

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 Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~{varied}~~ ~~{negotiated}~~ ~~{added to}~~ or ~~{substituted}~~ by:

~~{Memorandum number _____, registered under section 156A 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 156A of the Land Transfer Act 1952},~~

~~{Annexure Schedule 2}.~~

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



Instrument No. 8907214.1
 Status Registered
 Date & Time Lodged 06 Dec 2011 15:27
 Lodged By Seyb, Helen Catherine
 Instrument Type Easement Instrument

**Affected Computer Registers Land District**

408014	Otago
477524	Otago
OT14B/1179	Otago
OT19A/733	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

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

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

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

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

I certify that the Mortgagee under Mortgage 7641077.1 has consented to this transaction and I hold that consent

Signature

Signed by Phillip George Wilson as Grantor Representative on 06/12/2011 03:23 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Phillip George Wilson as Grantee Representative on 06/12/2011 03:24 PM

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

Easement instrument to create land covenant

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

Grantor

Arthur Mark Van Der Wilt and Martin Joseph Keogh
Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited
Arthur Mark Van Der Wilt and Martin Joseph Keogh

Creation of Covenant

The Grantor being the registered proprietor of the servient tenement described in Schedule A and the Grantee being the registered proprietor of the dominant tenement described in Schedule A **create** the covenants **set out** in Schedule A, with the rights and powers or provisions set out in the Schedule B

Schedule A

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land covenants (as set out in Schedule B)	All that land contained within the Servient Tenement	OT19A/733 OT14B/1179 408014 477524	OT14B/1179 408014 477524 OT19A/733

Covenant provisions

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

Easement instrument to create land covenant

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Tenement.
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the Covenants set out in this Instrument
- D. It is intended that this Instrument shall be and remain registered against the titles to each of the Servient and Dominant Tenement so that:
 - a. owners and occupiers for the time being of the Servient Tenement shall be bound by the provisions of this Instrument;
 - b. owners or occupiers for the time being of any of the Dominant Tenement can enforce the observance of the provisions of this Instrument by the owners or occupiers for the time being of any of the Servient Tenement in equity or otherwise; and
 - c. the obligations and covenants of the Grantor and Grantee under this Instrument are for the benefit of the Grantor and Grantee respectively.

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Agreed Activities" means the development and/or use of land, buildings and other improvements for any existing or future activity.

"Covenants" means the covenants set out in this Instrument.

"District Plan" means the operative Queenstown-Lakes District Council District Plan (or similar plan, successor plan or proposed plan).

"Dominant Tenement" means in relation to any Covenant the land described in Schedule A which has the benefit of that Covenant.

"Grantee" means the registered proprietor of the Dominant Tenement from time to time.

"Grantor" means the registered proprietor of the Servient Tenement from time to time.

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

Easement instrument to create land covenant

"Lodge any Submission" means (without limitation), personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), to directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) 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 any consent or approval (and any application for such consent or approval) and includes (without limitation) any application for:

- a. resource consent;
- b. change to the District Plan or Regional Plan;
- c. variation of any nature under or to the District/Regional Plan or proposed District/Regional Plan; and/or
- d. variation of any existing resource consent.

"Regional Plan" means an operative plan approved by the Otago Regional Council (or similar plan, successor plan or proposed plan).

"RMA" means the Resource Management Act 1991.

"Servient Tenement" means in relation to any Covenant the land described in Schedule A which is subject to that Covenant.

1.2 For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. References to the parties are references to the Grantor and the Grantee.
- c. A covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- d. This Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- e. A reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

2.1 The Grantor covenants and agrees:

- a. to observe and perform all the Covenants at all times;

Easement instrument to create land covenant

- b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement;
- c. to do all things necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument;
- d. in addition to all obligations under clause 2.1(c), to include the provisions of this Instrument in any occupation agreement, (including, but not limited to any lease, licence or tenancy agreement) in respect of the Servient Tenement so that all references to "Grantor" are replaced with "occupier". The Grantor will at the request of the Grantee enforce such provisions;
- e. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
- f. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.

3. Covenants in Relation to Agreed Activities

3.1 The Grantor covenants and agrees with the Grantee that the Grantor will:

- a. not make any claim, proceeding, complaint, objection, or similar action in relation to the use, or effects of the use, of the Dominant Tenement for any lawfully conducted Agreed Activities;
- b. not at any time Lodge any Submission against any Planning Proposal by the Grantee for any Agreed Activities to be carried out on the Dominant Tenement;
- c. be deemed to have given written approval for any Planning Proposal referred to in (b) above;
- d. within 20 days of written request from the Grantee served on the Grantor, sign and give irrevocable written approval to the Grantee ("**Written Approval**") under the RMA in respect of any Planning Proposal referred to in (b) above.

3.2 In the event the Grantor does not provide such Written Approval in accordance with clause 3.1(d), then the Grantor is deemed to have irrevocably appointed the Grantee to be the attorney of the Grantor (in the name and at the cost of the Grantor) to execute any Written Approval on behalf of the Grantor as contemplated by clause 3.1(d).

3.3 The Grantor and Grantee agree that the Grantor's obligations and covenants contained in this Instrument are for the benefit of the Grantee and the Grantee's successors in title to the Dominant Tenement.

3.4 The parties acknowledge and agree that:

Easement instrument to create land covenant

- a. the covenants contained within this Instrument will attach to and run with the Servient Tenement and as a burden on that land to the extent that they restrict the Grantor from acting in relation to the Servient Tenement by exercising rights under the RMA which arise from ownership of the Servient Tenement and which the Grantor would otherwise have been able to exercise for the benefit of the Servient Tenement.
- b. the burden placed upon the Servient Tenement by this Instrument is for the benefit of the Dominant Tenement.

4. General

- 4.1 Subject to clause 4.2, any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 If the Grantee is required to serve notice under clause 3.1(d) on a Grantor that is a person ("Person"), then the address for service of notices for that Person will be the current address to which the Council sends rates demands for that Person's Servient Tenement. If the Council does not disclose that address for a Person's Servient Tenement, then any notice conspicuously placed on that relevant Person's Servient Tenement shall be deemed to have been served on that Person on the day on which it is affixed.
- 4.3 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this instrument.
- 4.4 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.

5. Severability

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

6. Dispute Resolution

- 6.1 If a party has any dispute with the other party in connection with this Instrument:
 - a. That party will promptly give full written particulars of the dispute to the others.
 - b. The parties will promptly meet together and in good faith try and resolve the dispute.

Easement instrument to create land covenant

- 6.2 If the dispute is not resolved within 14 days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation:
- a. A party must use the mediation procedure to resolve a dispute before commencing arbitration or legal proceedings.
 - b. The mediation will be conducted by a LEADR panel mediator chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
- 6.3 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator:
- a. The single arbitrator will be chosen by the parties, or if they cannot agree, a mediator chosen by the president of the New Zealand Law Society or the president's nominee.
 - b. The arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.
- 6.4 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 6.5 The procedure and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 6.6 The parties must continue to comply with their obligations under this Instrument during the dispute process set out in this clause.
- 6.7 This clause 6 does not apply to:
- a. Any dispute arising in connection with any attempted renegotiation of this Instrument; or
 - b. An application by either party for urgent interlocutory relief.

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

EI 7398568.4 Easement I

Cpy - 01/01, Pgs - 002, 19/06/07, 10:51

Land registration district

OTAGO



DocID: 110869699

Surname(s) must be underlined or in CAPITALS.

Grantor

HARRIS ROAD NO 36 LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

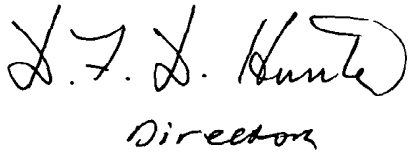
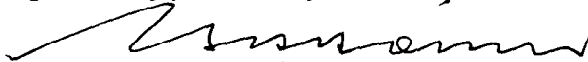
HARRIS ROAD NO 36 LIMITED

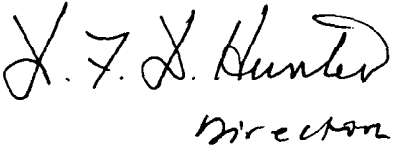

Grant* of easement or profit à prendre or creation or covenant

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).

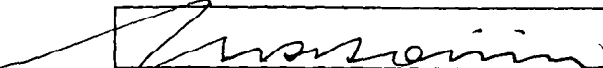
Dated this 15th day of June 2007

Attestation

 Director	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation BRUCE ALEXANDER BOIVIN SOLICITOR Address QUEENSTOWN
Signature [common seal] of Grantor	

 Director	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation BRUCE ALEXANDER BOIVIN SOLICITOR Address QUEENSTOWN
Signature [common seal] of Grantee	

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

15 June 2007

Page

1

of

1

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)
Right of Way Right to Transmit Electricity Right to Transmit Telecommunications	Marked "B" on DP 27395	Section 32 Block II Kawarau Suvey District (CT OT14B/1179)	Lot 1 DP 27527 (Part of the land contained in CT OT19A/736)

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] [negatived] [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].

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

[Handwritten signature]



DocID: 110080449

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

Land Registration District

OTAGO

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

14B

1179

ALL

Transferor Surnames must be underlined

WENTWORTH STATION LIMITED

Transferee Surnames must be underlined

BUNGY NEW ZEALAND LIMITED

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

Easements as to Right of Way, Right to Transmit Electricity and Right to Transmit Telecommunications

Consideration

One Dollar (\$1.00)

Operative Clause

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

Dated this 2nd day of December 1999

Attestation

J. F. J. Hunter
Director

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

ELEANOR KAY EDWARDS
LEGAL EXECUTIVE
QUEENSTOWN

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

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

set below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 2nd December 1999

Page 2 of 10 Pages

- 1.0 The Transferee shall have a Right of Way over that part of Certificate of Title 14B/1179 marked "B" on Deposited Plan 27395 being forever appurtenant to the land of the Transferee in Certificate of Title 19A/732.
- 1.1 The Transferee shall have the Right to Transmit Electricity over that part of Certificate of Title 14B/1179 marked "B" on Deposited Plan 27395 being forever appurtenant to the land of the Transferee in Certificate of Title 19A/732.
- 1.2 The Transferee shall have the right to Transmit Telecommunications over that part of Certificate of Title 14B/1179 marked "B" on Deposited Plan 27395 being forever appurtenant to the land of the Transferee in Certificate of Title 19A/732.

TOGETHER WITH those rights and powers detailed in clause 2 hereof and the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952 and the Ninth Schedule to the Property Law Act 1952.

SUBJECT to the terms conditions covenants and restrictions detailed in clause 3 hereof.

- 2.0 Rights and Powers (in addition to those set out in the Seventh Schedule to the Land Transfer Act 1952)
- 2.1 The Right of Way means the full free uninterrupted and unrestricted right, liberty and privilege for the Transferee and other authorised persons and the Transferee's tenants (in common with the Transferor his tenants and any other authorised persons) to pass and repass on foot and with motor and other vehicles laden and unladen machinery and implements of a any kind for all purposes connected with the use and enjoyment of the dominant land over and along the right of way area.

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

A. G. D. Hunt *[Signature]*

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 3 of 10 Pages

- 2.2 The Right to Transmit Telecommunications means the full, free, uninterrupted and unrestricted right for the Transferee and other authorised persons (in common with the Transferor his tenants and other authorised persons) from time to time and at all times to convey or conduct telephone, telecommunications, electronic communications, signals or impulses by means of lines or cables, below ground, along the stipulated course across the land over which the easement is granted or created together with the other rights and powers as are set out in clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "pipes" and "pipeline" it also refers to "conduits, lines and cables", so as to give full effect to the rights to convey or conduct telephone, telecommunications, electronic communications, signals or impulses contained in this instrument.
- 2.3 The Right to Transmit Electricity means the full, free uninterrupted and unrestricted right, liberty and privilege for the Transferee his tenants other authorised persons and the Transferee's tenants (in common with the Transferor his tenants and other authorised persons) from time to time and at all times to convey or conduct electricity by means of lines or cables, whether above or below ground, along the stipulated course across the land over which the easement is granted or created together with the other rights and powers as are set out in clause 5 of the Seventh Schedule of the Land Transfer Act 1952. But with clause 5 of the Seventh Schedule of the Land Transfer Act 1952 modified so that instead of just referring to "pipes" and "pipeline" it also refers to "conduits, cables, overhead lines and poles" so as to give full effect to the rights to convey or conduct electricity contained in this instrument.
- 3.0 Terms, Conditions, Covenants, or Restrictions in Respect of the Easements Created by this Transfer

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

J. F. S. Hunt, Edward

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 4 of 10 Pages

3.1 Each grant shall be for all time.

3.2

(a) The cost of maintaining and repairing the carriage way formed on the Servient Land over which the foregoing Right of Way is created and of complying with the requirements of any public or local authority having jurisdiction over it, shall be met equally by each of the proprietors using the carriage way being the registered proprietors of the land served by the Right of Way and the registered proprietor of the Dominant Land provided that:

(i) No land owner shall be required to contribute to the maintenance and repair of any part of the carriage way not used by that land owner; and

(ii) If any such construction, maintenance or repair becomes necessary through the omission, neglect or default by any party, then that party responsible shall meet the cost of such construction, maintenance or repair attributable to that party's omission, neglect or default.

(b) The implied rights set out in the Ninth Schedule to the Property Law Act 1952 apply except as modified by paragraph (a) of this clause 3.2.

3.3 The cost of maintaining, repairing, cleaning or renewing any pipes, conduits, lines, cables, overhead lines or poles used to convey the telecommunications or electricity pursuant to the rights specified in this instrument shall be met as to a fair proportion according to the sections of such pipes, conduits, cables, overhead lines or poles respectively used by the registered proprietors of the Dominant and Servient Lands. However if any such maintenance, repair, cleaning or renewal becomes necessary through the omission, neglect or default of one or more party, then the party responsible shall meet the cost of such construction, maintenance or repair attributable to that omission, neglect or default.

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

J. J. Hunt *[Signature]*

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 5 of 10 Pages

- 3.4 No party shall do any act which impedes, interferes with or restricts the rights of any other party or authorised persons in relation to the easements specified in this instrument.
- 3.5 If a defaulting party neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party, the following provisions shall apply:
- (a) the other party may serve upon the defaulting party a written notice ("a default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that, after the expiration of seven days from service of the default notice the other party may perform such obligation.
 - (b) if at the expiry of the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the other party may:
 - (i) perform such obligation; and
 - (ii) for that purpose enter the relevant Servient Land or Dominant Land and carry out any work.
 - (c) the defaulting party shall be liable to the other party the costs of the default notice (including reasonable legal costs incurred on a solicitor own client basis in preparing and serving the default notice) and the proportion of costs specified in the default notice to be incurred by the other party in performing such obligation.

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

J. G. L. Hunt *P. D. D. D.*

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 6 of 10 Pages

(d) the other party may recover from the defaulting party as a liquidated debt any money payable pursuant to this subclause.

3.6 Alternative Dispute Resolution Process. If any party believes that a dispute between them has arisen regarding the easement rights or obligations under this instrument or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:

- (a) The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.
- (b) If the parties cannot reach agreement on:
 - (i) the dispute resolution process and procedures to be adopted for resolving the dispute; and
 - (ii) the timetable for all steps in that process; and
 - (iii) the selection and compensation of the independent person required for such technique they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the president of the Otago District Law Society.

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

S. F. S. Hunt *Redwood*

Annexure Schedule

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

TRANSFER

Dated

2nd December 1999

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of

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Pages

(c) The parties shall not use any information or documents obtained through this alternatively dispute resolution process for any purpose other than in an attempt to settle the dispute by the processes detailed in this clause 3.6.

(d) No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.

3.7

(a) If, following the procedures to resolve any dispute between the parties contained in clause 3.6 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act.

(b) If the dispute is referred to arbitration under this clause then:

(i) The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.

(ii) The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.

3.8 A written notice to be sent pursuant to the terms of this instrument shall be:

(a) Delivered to that person; or

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

S. F. S. Hunt *Richard*

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 8 of 10 Pages

- (b) Posted by ordinary mail to that person's address if it is a natural person and if it is a company then to its registered office; or
- (c) Sent by facsimile machine to a telephone number used by that person for the transmission of documents by facsimile.

3.9

- (a) A notice delivered to a natural person shall be served by handing the notice to that person. If service is to a company then delivery shall be by handing the notice to an officer of the company or to a person working at the registered office of the company.
- (b) A posted notice shall be deemed to be received three working days after it is posted.
- (c) A notice sent by facsimile machine is deemed to have been received on the working day following the day on which it was properly transmitted.

3.10 In this instrument, unless the context otherwise requires:

- "*Dominant Land*" means the land described in Certificate of Title 19A/732 to which the relevant easement is appurtenant.
- "*The Transferee*" in relation to each easement means the registered proprietor for the time being of the Dominant Land of which the relevant easement is appurtenant.
- "*The Transferee and Other Authorised Persons*" in relation to each easement means the Transferee and the agents, employees, contractors, tenants, licensees and invitees of the

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

L. F. S. Hunt, Edward

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 9 of 10 Pages

Transferee and all other persons authorised or invited by the Transferee to enjoy the relevant easement.

- "The Transferor" in relation to each easement means the registered proprietor for the time being of the Servient Land which is subject to the relevant easement.
- "The Transferor and Other Authorised Persons" in relation to each easement means the Transferor and the agents, employees, contractors, tenants, licensees and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the benefit of the land which is the subject of the relevant easement.
- "Servient Land" means the land described in Certificate of Title 14B/1179 which is subject to the relevant easement.
- The following meanings are given to the following words in clause 3.5:
 - * A reference to the "defaulting party" is a reference to the party of this instrument which neglects or refuses to perform or join with the other party in performing any obligations required by this instrument to be performed by the defaulting party.
 - * A reference to the "other party" is any party to this instrument other than the defaulting party.

3.11 A covenant requiring a party not to do a certain act shall include a covenant not to actively permit another person to do such act.

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

H. J. L. Hunt

R. Edwards

Annexure Schedule

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

TRANSFER

Dated 2nd December 1999

Page 10 of 10 Pages

3.12 A covenant in this instrument making a party responsible for that party's omission, neglect or default extends to the omission, neglect or default of any person for whom that party is responsible.

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

S. F. S. Hunter, [Signature]

□

Annexure Schedule

TRANSFER

Dated

Page

of

Pages

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

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

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Macalister Todd Phillips
Bodkins
Solicitors
QUEENSTOWN

Auckland District Law Society
REF: 4135

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



Instrument No. 11156084.1
 Status Registered
 Date & Time Lodged 25 Jun 2018 14:37
 Lodged By Funnell, Emma Louise
 Instrument Type Easement Instrument

**Affected Computer Registers Land District**

408014 Otago
 OT14B/1179 Otago

Annexure Schedule: Contains 2 Pages.

Grantor Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantor Representative on 25/06/2018 02:34 PM

Grantee Certifications

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

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

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

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

Signature

Signed by Kerry Amanda ODonnell as Grantee Representative on 25/06/2018 02:34 PM

*** End of Report ***

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

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

Grantor

Harris Road No.36 Limited

Grantee

Harris Road No.36 Limited

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))
Right to Transmit Electricity	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))
Right to Transmit Telecommunications	B DP 27395	Section 32 Block II Kawarau Survey District (CFR OT14B/1179)	Lot 1 DP 27527 (CFR 408014 (part))

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant****Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

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

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

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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 _____]~~