



View Instrument Details

Instrument No. 9777181.4
Status Registered
Date & Time Lodged 10 Jul 2014 16:31
Lodged By Huse, Robert Henry
Instrument Type Easement Instrument



Affected Computer Registers Land District

| | |
|--------|-------|
| 277414 | Otago |
| 392964 | Otago |
| 392965 | Otago |
| 435175 | Otago |
| 655559 | Otago |
| 655560 | Otago |
| 655561 | Otago |

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

| | |
|---|-------------------------------------|
| I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply | <input checked="" type="checkbox"/> |
| I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period | <input checked="" type="checkbox"/> |
| Mortgage 8757493.6 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| Mortgage 8757493.5 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| Mortgage 8756282.1 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| I certify that the Mortgagee under Mortgage 9278594.3 has consented to this transaction and I hold that consent | <input checked="" type="checkbox"/> |
| Mortgage 9554013.6 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| Mortgage 9554013.7 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| Mortgage 9609985.5 does not affect the servient tenement, therefore the consent of the Mortgagee is not required | <input checked="" type="checkbox"/> |
| I certify that the Encumbrancee under Encumbrance 6993637.10 has consented to this transaction and I hold that consent | <input checked="" type="checkbox"/> |
| I certify that the Mortgagee under Mortgage 8827962.7 has consented to this transaction and I hold that consent | <input checked="" type="checkbox"/> |


Signature

Signed by Robert Henry Huse as Grantor Representative on 17/06/2014 04:43 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 | <input checked="" type="checkbox"/> |
| I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument | <input checked="" type="checkbox"/> |
| I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply | <input checked="" type="checkbox"/> |

Grantee Certifications

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 Robert Henry Huse as Grantee Representative on 17/06/2014 04:44 PM

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

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

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

Grantor

Henley Downs Land Holdings Limited

Grantee

Henley Downs Land Holdings Limited

Henley Downs Farm Holdings Limited

Willow Pond Farm Limited

Jacks Point Land Limited

Jacks Point Land No.2 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 |
|--|--|--|--|
| Land Covenant | Lots 1 and 2 DP 475609 (CFR 655559) | Lots 1 and 2 DP 475609 (CFR 655559) | Lot 3 DP 475609 (CFR 655560) Lot 4 DP 475609, Lot 2 DP 19857, Lot 200 DP 381477 and Lot 201 DP414673 (CFR 655561) Lot 6 DP 398514, Lot 4 DP19857 (CFR 392964) Lot 7 DP398514 (CFR 392965) Lot 15 DP409612, Lot 17-19 DP364700 (CFR 435175) Lot 1-2, 4-5, 11 DP368273 (CFR 277414) |

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Easement instrument to grant easement or *profit à prendre*, or create land covenant**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 2]

ANNEXURE SCHEDULE 2**CONTINUATION OF COVENANT PROVISIONS****Background**

- A. The Grantor is the registered proprietor of the Servient Tenement.
- B. The Grantee is the registered proprietor of the Dominant Tenement.
- C. The Grantor and the Grantee have agreed that the Servient Tenement shall be subject to the Covenants.

Operative Part**1. Interpretation****1.1 For the purposes of this Instrument:**

- a. "Covenants" means the covenants set out in the Instrument.
- b. "Dominant Tenement" means the dominant tenements set out in schedule A of this Instrument.
- c. "Grantee" means a registered proprietor from time to time of all of part of the Dominant Tenement.
- d. "Grantor" means the registered proprietor from time to time of all or part of the Servient Tenement together with any tenants, occupiers or any invitees on the Servient Tenement.
- e. "Instrument" means this easement instrument including the front page of this instrument, Schedule A and all annexure schedules.
- f. "Jacks Point Zone" means the area defined as the Jacks Point Zone under the Queenstown Lakes District Council Plan ("District Plan").

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

- g. "Lodge any Submission" means (without limitation) personally or through any agent or servant (including by being a member of any group or society, whether incorporated or not), directly or indirectly lodge or support in any way any objection or submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing or appeal arising in respect of any Planning Proposal whether as a party or otherwise.
 - h. "Nominee" means any party nominated in writing by a Grantee.
 - i. "Planning Proposal" means any application, designation application, resource consent application, or application for change or variation to the District Plan.
 - j. "Relevant Authority" means any government, local, statutory or non-statutory body including the Queenstown Lakes District Council having jurisdiction over the land referred to in this Instrument.
 - k. "Servient Tenement" means the servient tenements set out in schedule A of this Instrument
- 1.2 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. Covenant**
- 2.1 The Grantor covenants that it will not Lodge any Submission to any Planning Proposal lodged by, or with the written approval of, any Grantee or its Nominee in respect of any land contained in the Jacks Point Zone and further, if called upon to do so by a Grantee or Nominee, will provide affected person's approval under the Resource Management Act 1991 ("**RMA**") in respect of any such Planning Proposal ("**APA**").
- 2.2 The Grantor irrevocably nominates, constitutes and appoints any Grantee (jointly and severally) or its Nominee to be the true and lawful attorney of the Grantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to sign any APA.
- 2.3 Production of this power of attorney to the Relevant Authority (or any other concerned party) from time to time shall without further requirement or reference to the Grantor comprise an irrevocable and unconditional authorisation and instruction to any Grantee or Nominee to sign any APA.
- 2.4 The Grantor shall also, if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of any Grantee or Nominee on the terms and for the purposes set out in clause 2.2.

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Easement instrument to grant easement or *profit à prendre*, or create land covenant**3. General Covenants****3.1 The Grantor covenants and agrees:**

- a. to observe and perform all the Covenants contained in this Instrument at all times.
- b. that the Covenants contained in this Instrument shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement to the extent that it restricts the Grantor from exercising rights under the RMA which arise from ownership of the Servient Tenement and which the Grantor would otherwise have been able to exercise.
- c. the provisions of this Instrument bind the Grantor's successors in title, lessees, occupiers, mortgagees and chargeholders of the Servient Tenement so that contemporaneously with the acquisition of any interest or right in respect of the Servient Tenement all such successors in title, lessees, occupiers, mortgagees and chargeholders must comply with the covenants of this Instrument.
- d. the Grantor will do all things necessary to ensure that any invitees, lessees, occupiers, mortgagees, chargeholders of the Servient Tenement comply with the provisions of this Instrument.

4. Notice

- 4.1 Any notice required to be served on any party shall be in writing and in accordance with the Property Law Act 2007.

5. Liability

- 5.1 Without prejudice to the Grantor's and Grantee's other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Tenement and only in respect of that part of the Servient Tenement owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of the Servient Tenement).