



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

Identifier **OT14C/457**
Land Registration District **Otago**
Date Issued 16 June 1992

Prior References

OT8C/244

Estate Fee Simple
Area 245.2592 hectares more or less
Legal Description Section 1 Block II Lower Wanaka Survey
District and Section 66-67 Block IV Lower
Wanaka Survey District

Registered Owners

Corbridge Estates Limited Partnership

Interests

Subject to Section 11 Crown Minerals Act 1991

Subject to Part IV A Conservation Act 1987

5041484.1 Gazette Notice (2001/1044) declaring adjoining road (S.H. No 6) to be limited access road - 11.5.2001 at 9:31 am

5061036.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 18.7.2001 at 1:38 pm

5061036.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 18.7.2001 at 1:38 pm

5061036.3 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 18.7.2001 at 1:38 pm

9058499.1 Certificate pursuant to Section 417 Resource Management Act 1991 to Corbridge Estates Limited Partnership - 11.5.2012 at 3:13 pm (affects Section 1 Block II Lower Wanaka SD and Section 67 Block IV Lower Wanaka SD)

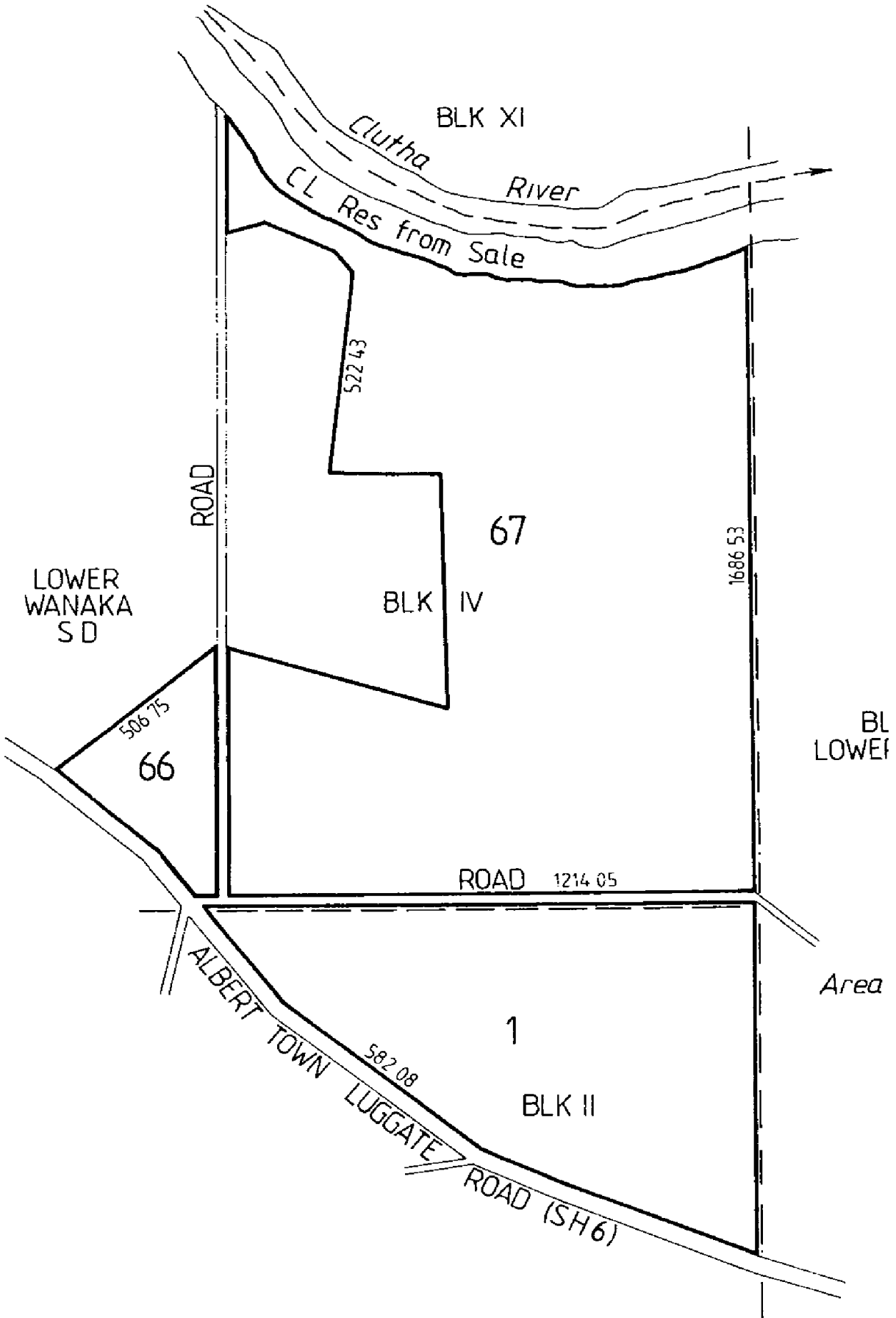
Land Covenant in Easement Instrument 9829345.2 - 10.12.2014 at 12:24 pm

10061658.1 Mortgage to ASB Bank Limited - 19.5.2015 at 10:11 am

10193683.1 CAVEAT BY FRANCES MARGARET ANN TAYLOR - 17.9.2015 at 3:37 pm

Identifier

OT14C/457



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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R. W. Muir
Registrar-General
of Land

Identifier **OT17A/336**
Land Registration District **Otago**
Date Issued 08 November 1995

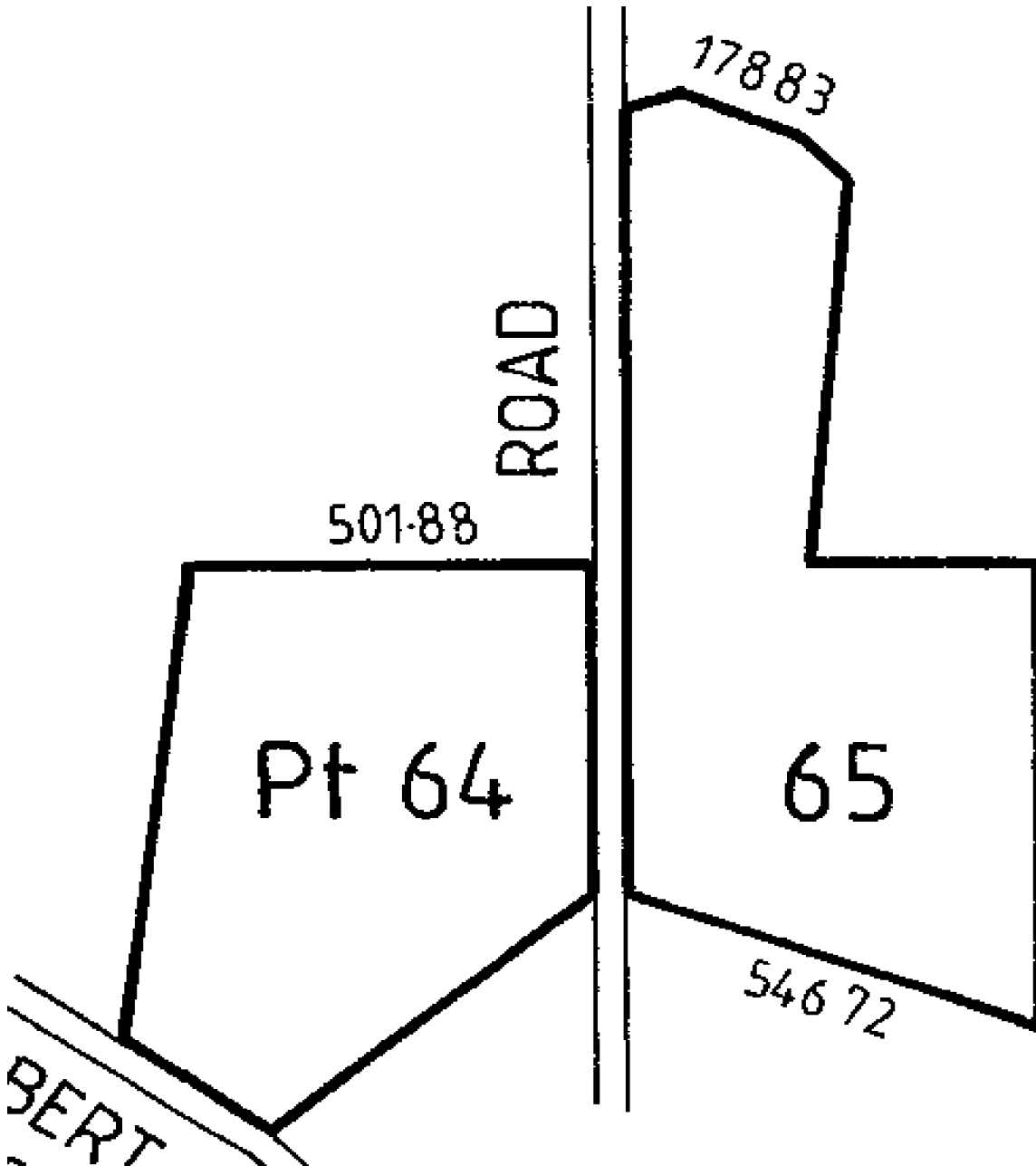
Prior References
OT14C/196

Estate Fee Simple
Area 76.7658 hectares more or less
Legal Description Section 65 and Part Section 64 Block IV
Lower Wanaka Survey District

Registered Owners
Corbridge Estates Limited Partnership

Interests

Subject to Section 11 Crown Minerals Act 1991
Subject to Part IV A Conservation Act 1987
5041484.1 Gazette Notice (2001/1044) declaring adjoining road (S.H. No 6) to be limited access road - 11.5.2001 at 9:31 am
5136378.2 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 11.1.2002 at 11:39 am
Land Covenant in Easement Instrument 9829345.2 - 10.12.2014 at 12:24 pm
10061658.1 Mortgage to ASB Bank Limited - 19.5.2015 at 10:11 am
10193683.1 CAVEAT BY FRANCES MARGARET ANN TAYLOR - 17.9.2015 at 3:37 pm





Instrument No. 9829345.2
 Status Registered
 Date & Time Lodged 10 Dec 2014 12:24
 Lodged By Tohill, Rosemary Kaye
 Instrument Type Easement Instrument



Affected Computer Registers	Land District
284548	Otago
OT14C/457	Otago
OT17A/336	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

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

Encumbrance 824737.15 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

Encumbrance 951009.8 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

Encumbrance 5992299.21 does not affect the servient tenement, therefore the consent of the Encumbrancee is not required

Signature

Signed by Graeme Morris Todd as Grantor Representative on 06/11/2014 08:53 AM

Grantee Certifications

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

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

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

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

Signature

Signed by Samuel William Nelson as Grantee Representative on 09/12/2014 06:02 PM

*** End of Report ***

Easement Instrument Creating Land Covenants

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

Grantor

CORBRIDGE ESTATES LIMITED PARTNERSHIP

Grantee

QUEENSTOWN LAKES DISTRICT COUNCIL

Creation of Covenant

The Grantor being the registered proprietor of the relevant 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 covenant (as set out in Schedule B)	All the land contained within the Servient Tenement	OT14C/457 (Section 1 Block II Lower Wanaka Survey District and Section 66-67 Block IV Lower Wanaka Survey District) OT17A/336 (Section 65 and Part Section 64 Block IV Lower Wanaka Survey District)	CT 284548 (Lot 2 DP368240, Lot 1 DP341605 and Lots 4-5 DP340031)

Covenant provisions

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

Schedule B

CONTINUATION OF COVENANT PROVISIONS

Background

- A. The Grantor is the registered proprietor of the relevant Servient Land.
- B. The Grantee is the registered proprietor of the relevant Dominant Land.
- C. The Grantor and Grantee have agreed that the Servient Land will be subject to the Covenants set out in this Instrument

1. Interpretation

- 1.1 In this Instrument unless the context otherwise requires:

"Activity Sensitive to Aircraft Noise (ASAN)" – means any residential activity, visitor accommodation, community activity and day care facility as defined in the Queenstown Lakes District Plan including all outdoor spaces associated with any educational facility but excludes police stations, fire stations, courthouses, probation and detention centres, government and local government offices.

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

"Dominant Land" 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 Land from time to time.

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

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

"Mechanical Ventilation System" means any ventilation or air circulation system which is designed to enable, or will have the effect (when installed and operating) of enabling, the maintenance of a specified internal design sound level within any critical listening environment of an ASAN, or any part of a building containing an ASAN, while all doors, windows and/or other apertures in any external wall of that building are closed as set out in Table 2 of Appendix 13 to the Queenstown Lakes District Plan.

"Operations" include operating as a 24 hour airport operation every day of every year.

"Wanaka Airport" means the airport known as "Wanaka Airport" and includes all activities undertaken, or proposed to be undertaken, at or in association with that airport.

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

2. Covenants in Relation to Agreed Activities

- 2.1 The Grantor will not (whether directly or indirectly through another person) object to, complain about, bring any proceedings about, take any step in respect of or in any way restrict, constrain or prohibit any lawfully conducted activity or practice conducted as part of or in connection with the Operations of Wanaka Airport, whether existing or proposed, at or from the Dominant Land or for the benefit of the Dominant Land and Wanaka Airport, whether by the Grantee or any other person authorised by the Grantee.
- 2.2 In addition to the Grantor's obligations in clause 2.1, the Grantor will not withhold consent or (whether directly or indirectly through another person) object to any application to any relevant authority for any approval, permit, resource consent, Plan Change or Notice of Requirement (Approval) under the Resource Management Act 1991 (as amended or substituted) or any other enactment or regulation imposing the need for such Approval for any activity or practice (including without limitation any activity or practice conducted as part of or in connection with the Operations of Wanaka Airport), whether existing or proposed, at or from the Dominant Land or for the benefit of the Dominant Land and Wanaka Airport, whether by the Grantee or any other person authorised by the Grantee.
- 2.3 To give better effect to the Grantor's agreements in clause 2.2, the Grantor appoints the Grantee or any other person authorised by the Grantee to be the attorney of the Grantor for the purpose of executing any irrevocable affected party approval under the Resource Management Act 1991 (as amended or substituted) including sections 95D and 95E, to any application for Approval(s) referred to in clause 2.2, in the form required.
- 2.4 Without derogating from the generality of clauses 2.1 and 2.2:
- a. The Grantor acknowledges that those clauses extend to and include any proposal for, or the carrying out of, night-time aircraft activities at Wanaka Airport, including the landing and taking off of aircraft during the night;
 - b. The Grantor does not, and will not in the future, have any right to claim compensation from the Grantee in respect of the aircraft activities referred to in 2.4a above and will make no such claim.
- 2.5 Without derogating from the generality of clause 2.4b, if the Grantor ever decides to, or the Grantee is directed to, install a Mechanical Ventilation System on the Grantor's land, the Grantor will be responsible for all costs associated with the Mechanical Ventilation System, and the Grantor shall not seek to recover from the Grantee any cost of installing the Mechanical Ventilation System, any cost of operating the Mechanical Ventilation System, or any related cost.
- 2.6 Should the Grantor breach any provision of this instrument, the Grantor acknowledges that damages would be an inadequate remedy and accordingly the Grantee is entitled in these circumstances to equitable relief (which includes the right to seek specific performance by the Grantor of its obligations under this instrument or injunctive relief to restrain a breach or continuing breach of any of the provisions of this instrument) and the Grantor undertakes that it will not claim that the breach is one which may not or ought not be the subject of equitable relief or seek from the Grantee any undertaking as to damages or other form of bond.
- 2.7 The Grantor indemnifies the Grantee from and against all costs, claims, damages, losses, liabilities or expenses (including legal expenses on a solicitor client basis) incurred by the Grantee arising directly from any breach of the terms of this Instrument by the Grantor.
- 2.8 Without derogating from the generality of clause 2.7, the Grantor shall pay all of the Grantee's costs (including legal expenses on a full indemnity basis) incurred or sustained by the Grantee in connection with the exercise, enforcement or preservation of any right under this Instrument resulting from a breach by the Grantor of any provision of this Instrument.

- 2.9 For the purposes of this instrument the Grantor and Grantee agree that this instrument binds and benefits their successors in title and also any lessee or occupier of the Servient or Dominant Land.
- 2.10 If any of the provisions of this Instrument is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.