

## **Wānaka-Upper Clutha Community Board**

**12 February 2026**

### **Report for Agenda Item | Rīpoata moto e Rāraki take 6**

**Department: Property & Infrastructure**

**Title | Taitara: Mt Aspiring College Foundation, Removal of a QLDC Covenant, to Enable a Proposed Subdivision and Effective Transfer of 6396m<sup>2</sup> of Land Value Ownership to the Foundation**

#### Purpose of the Report | Te Take mō te Pūroko

The purpose of this report is to inform the Wānaka-Upper Clutha Community Board (WUCCB) of a proposal submitted by the Mt Aspiring College Foundation (MACF), to cancel a covenant in favour of the Queenstown Lakes District Council (QLDC), registered on former Recreation Reserve land that was previously transferred to the Mt Aspiring College Foundation (an explanation of the MACF Hostel Programme is included as Attachment A to this report). The recommendation of this report seeks that the WUCCB confirms the approach that an agenda item and determinative recommendation be put to Full Council for consideration and a decision.

#### Executive Summary | Whakarāpopototaka Matua

Council land was made available to the MACF in 1997, but it became apparent that the tenure prevented them from obtaining a mortgage necessary to finance their desired development. As a solution, the land was transferred to MACF ownership for \$1, so they could then obtain a mortgage as the legal owner. Council protected its significant financial interest in the land by a covenant to ensure the land value (minus improvements) was repaid from proceeds if the land were ever sold (a copy of the covenant and subsequent deed of modification to that covenant are included as Attachment B to this report). This mechanism with outcomes and responsibilities was agreed by the parties. MACF now seeks another mortgage, but the covenant is identified by their bank as inhibiting that endeavour as it essentially reduces a proportion of the available equity/security of land value in favour of QLDC (correspondence from their legal representative is included within Attachment A). Consequently, the MACF now seeks the removal of the covenant. This would effectively transfer the substantial value of the land interest from QLDC to MACF, contrary to the premise of the original agreement. The proposed solution involves a subdivision and a return of an area of land to Full Council ownership, with the MACF obtaining an unencumbered ownership of the balance of land moving forward (a copy of the proposed subdivision plan is included as Attachment C of this report).

This matter is being brought before the WUUCB for consideration. If the approach recommended by Council officers is supported, an aligned and expanded agenda item and report will be prepared for a subsequent Full Council meeting, for a substantive decision.

Recommendation | Kā Tūtohuka

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That the Wānaka-Upper Clutha Community Board:

1. **Note** the contents of this report;
2. **Confirm** support for the proposal from the Mt Aspiring College Foundation (MACF) for Council to surrender an existing covenant in order to:
  - i. Enable the MACF to subdivide the land and obtain the full financial benefit of Lot 1 (5990m<sup>2</sup>);
  - ii. Enable the balance Lot 2 (3241m<sup>2</sup> with an existing dwelling) to revert back to Council's full ownership;
3. **Note** that the obligations of the Council and MACF will be assured by the terms of a property agreement between QLDC and MACF (included as Attachment D), and a new covenant to allow QLDC a first right of refusal for any potential sale of Lot 1; and
4. **Note** that the effective financial benefit to the MACF for Lot 1 will be substantial, and that this should be balanced with the needs and aspirations of other community entities who might also benefit (or could have benefitted) from the release of the land value from the former recreation reserve.

**Prepared by:**



**Name:** Aaron Burt  
**Title:** Senior Property & Planning Advisor  
18 December 2025

**Reviewed by:**



**Name:** Roger Davidson  
**Title:** Property Director  
15 January 2026

**Authorised by:**



**Name:** Tony Avery  
**Title:** GM Property & Infrastructure  
15 January 2026

Context | Horopaki

1. The MACF was established in 1993 to provide boarding facilities and is a charitable trust (the Trust) operating independently of the Mount Aspiring College (MAC), with its purpose to further the education of students at the college. Its function in supporting the college, involves “ensuring long-term financial security, supporting exceptional education for all, and managing the prudent investment of financial support and donations” (referenced from MACF website).
2. Between 1994 to 1995, the Department of Conservation and Council went through a public process to revoke the reserve status of Totara Terrace Recreation Reserve, comprising approximately 15,770m<sup>2</sup> of land, located at Totara Terrace and Plantation Road. The result was that part of the former reserve was subdivided into eight residential lots to be sold by Council (with proceeds to be allocated towards capital funding and community facilities), and that the balance Lot 9 DP 25559 (9231m<sup>2</sup>) was to be used by the MACF to build student apartments. The recent image below identifies the residential allotments sold by Council (shaded blue), and Lot 9 DP 25559 (shaded yellow). Documents included as Attachment E illustrate the context and associated considerations at the time.



3. At the time, Council otherwise could have retained ownership of the land and leased it to MACF, but this scenario created issues for the MACF to obtain a mortgage and develop the land. Hence, options to transfer ownership, but to retain land value, rights to the asset were traversed with the elected members of the (then) Council.

4. The discussions of Councillors and decision of Full Council at the time, established that should the land ever be sold by MAC, that 100% of the land value (less costs of development) would be returned to Council. In addition, any mortgage required to fund the hostel would be permitted to take priority over Council's caveat.
5. Because Lot 9 otherwise had a substantial value, Councillors sought to retain that value whilst still assisting MACF, so the covenant was registered on the title as a solution. The purpose being if MACF were to sell any land, the Council/community would receive the value of the land it initially transferred to MACF for \$1 and otherwise would have owned as an asset (or sold and benefitted from the proceeds). Because Lot 9 was created from public reserve, the Council consideration at the time noted this was necessary so Council and the community would be protected against any profiteering by the school on the sale of the public reserve (refer to Attachment E - QLDC Agenda Report 28 March 1995).
6. The land was successfully transferred to the MACF in 1996, and a covenant was registered to consolidate and bind the expectations and agreed outcomes.
7. In 1997, a deed of modification was registered to allow a lender to register a first charge mortgage, which allowed the MACF to borrow to fund the hostel's construction.
8. As a result of the actions above, the positive benefits to students and the community have been considerable. To move forward from here, a different solution to the status quo that has prevailed for nearly three decades is proposed, and this solution has been evaluated by Council officers. It will however be for Full Council to consider and decide, and the endorsement of the WUUCB to progress hereafter is now sought.
9. As a matter of context, as of 3 October 2024, Lot 9 DP 25559 was assessed as having an indicative potential land value of \$4,900,000, with a market value (including improvements and chattels) of \$7,700,000. If subdivided, as proposed, Lot 1 would have a potential land value of \$2,900,000 (market value including improvements \$5.425m) and Lot 2 would have a potential market value of \$3,000,000.
10. The MACF propose to subdivide Lot 9 DP 25559 into two lots. Proposed Lot 1 for the MACF will be 5990m<sup>2</sup> and contain the six existing hostel buildings and the schools-to-pool easement pathway. Proposed Lot 2 will be 3241m<sup>2</sup> and contain an existing dwelling, part of the schools-to-pool easement/pathway, and balance land with further development potential. Lot 2 will transfer back to the QLDC. This will require that the covenant is surrendered, and the matter progressed as per the property agreement between the QLDC and MACF.
11. The MACF will take full responsibility for the subdivision development, including for all associated costs. This will include consenting, surveying, servicing, consideration of any development contributions and any associated expenses necessary to ultimately obtain final titles.

12. The outcome of a successful subdivision will be that the MACF will own a significant asset, which has transpired from a \$1 purchase in 1997. It will be necessary for them to take the full responsibility to meet all costs of the proposed subdivision development, however the costs of such compared to the financial return will be marginal.
13. The QLDC will also have a tangible community asset in the form of Lot 2 (and its dwelling), with options for future consideration by elected members on how best to utilise that asset or any proceeds that might eventuate. The existing dwelling may also be rented as a residential tenancy.

#### Analysis and Advice | Tatāritaka me kā Tohutohu

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14. In the 1990s when the arrangement to support the MACF was established, there was an element of uncertainty about the future of the school and how central government might ultimately influence the location and opportunities for secondary education in the Upper Clutha area.
15. Looking back at that time and the actions of the 'then' Council, a cautious approach is understandable. This is relevant because the land value of Lot 9 DP 25559 was not unsubstantial, and there could have been many options and alternate community demands for Council to direct resources (or the proceeds from any sale of the land). The success of the endeavour was simply speaking, not guaranteed, and Council required a level of comfort that any proceeds from the reserve would not be subsequently squandered through unforeseen events, despite the best intentions of all.
16. The outcome of the arrangement has been successful in terms of the original aspirations of the Trust. It is recognised that the Trust's future aspirations and initiatives will be facilitated by a review of the status quo and how the covenant functions. The subdivision solution is being put forward, in the opinion of the MACF, as a mutually beneficial scenario.
17. The benefit for the MACF will be to attain the full value of the land it requires, and the flexibilities associated with the ownership of such. Given the future of the MACF and its ongoing activities seem on balance to be assured, Council does not realistically require the safety-net of the covenant to protect the land value whilst supporting the MACF, as its practical need is diminished. The land value to be potentially realised by the MACF, from an initial purchase price of \$1, is a substantial return on an investment.
18. Nonetheless, the land value of Lot 9 DP 25559 is considerable, and Council will also directly benefit from the surplus MACF land of Lot 2 returning to Council's full ownership. This is beneficial when compared to the status quo where Council maintains its land interest, but this is balanced against the improbability this will ever be realised.
19. The mechanics of the above can be assured by an agreement between the MACF and Council, so that responsibilities, expectations and outcomes are clear. This has been formulated in

collaboration between the legal representatives of the MACF and Council and is at a stage where it may be carried forward to support a resolution to Full Council.

20. This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002.
21. Option 1: Support the recommendation to Council to surrender the covenant and progress a subdivision.

*Advantages:*

- Benefits to the MACF in that they can seek to obtain the full financial value of proposed Lot 1, to support their identified aspirations moving forward, and the flow-on benefits to the college, students and their families.
- Benefits to QLDC in partial return of land value associated with the recreation reserve by the creation of Lot 2, and the value of the residential unit. Ability for elected members to ultimately decide how the community might best utilise this asset.

*Disadvantages:*

- QLDC relinquishes interests in the full extent of land value provided by the covenant, albeit it seems less likely that this value will ever be released and returned to Council, as the status quo would prevail indefinitely.
  - QLDC is going against a clear agreement and premise for such, that may undermine credibility and encourage others to seek to alter agreements. This is relevant because the agreement is very clear, and the proposal effectively seeks to renege on that agreement. In a broader sense, Council is subject to a multitude of agreements and needs to maintain a level of integrity and credibility and not open itself up to potentially exponential challenges.
22. Option 2: Do not support the recommendation to Council to surrender the covenant and progress a subdivision.

*Advantages:*

- QLDC retains the option to potentially re-acquire the full land value of Lot 9 if the land is ever sold. However, this outcome does not seem likely to ever transpire.

*Disadvantages:*

- The MACF are not enabled to progress their aspirations, that are reliant upon having full financial ownership of Lot 1.

- QLDC will not benefit from the return of land associated with Lot 2 at no cost to Council, and elected members will not ultimately be able to decide how that asset might best be utilised.

23. This report recommends **Option 1** for addressing the matter because it will allow a recommendation to be put to Full Council for their consideration, that has the potential to benefit both QLDC and the MACF.

#### Consultation Process | Hātepe Matapaki

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#### Significance and Engagement | Te Whakamahi I kā Whakaaro Hiraka

24. This matter is of medium significance, as determined by reference to the Council's Significance and Engagement Policy 2024 because there are essentially no costs associated with maintaining the status quo, as it represents a longstanding agreement between QLDC and the MACF prevailing in perpetuity. However, changing the nature of that arrangement can result in improved community outcomes for both the MACF and QLDC. Seeking the endorsement of the WUCCB as an advocate for community interests to progress this matter will allow the possibility for improved community outcomes.

25. The persons who are affected by or interested in this matter are the residents/ratepayers of the Queenstown Lakes District community, MAC, its students and their families.

26. Council has not undertaken any consultation.

#### Māori Consultation | Iwi Runaka

27. Council has not consulted with Iwi in relation to this matter.

#### Risk and Mitigations | Kā Raru Tūpono me kā Whakamaurutaka

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28. This matter relates to the Community & Wellbeing risk category. It is associated with RISK10056 Ineffective provision for the future planning and development needs of the district within the QLDC Risk Register. This risk has been assessed as having a moderate residual risk rating.

29. The approval of the recommended option will allow Council to retain the risk at its current level. This will be achieved by engaging with the WUCCB and Full Council, to seek consideration of the matter.

#### Financial Implications | Kā Riteka ā-Pūtea

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30. The MACF propose to take full responsibility for all costs associated with the subdivision and creation of freehold titles for Lot 1 (for MACF) and Lot 2 (for QLDC).

31. Council will obtain the benefit of Lot 2 and its financial value, whereas instead maintaining the status quo would most likely not have any material financial benefit for either Council or the MACF.
32. Upon the creation of Lot 2 and its transfer to Council ownership, the existing dwelling may be rented.

#### Council Effects and Views | Kā Whakaaweawe me kā Tirohaka a te Kaunihera

33. The following Council policies, strategies and bylaws were considered:
  - Property Sale and Acquisition Policy 2014
  - Council's Significance and Engagement Policy 2024
34. The recommended option is consistent with the principles set out in the named policies.
35. This matter is not included in the Long Term Plan/Annual Plan

#### Legal Considerations and Statutory Responsibilities | Ka Ture Whaiwhakaaro me kā Takohaka Waeture

36. Legal representatives for both Council and the MACF have been involved in the preparation of a property agreement to establish expectations and outcomes to enable the creation of Lot 1 and Lot 2, and changes to the covenant scenario.

#### Local Government Act 2002 Purpose Provisions | Te Whakatureture 2002 o te Kāwanataka ā-Kiaka

37. Section 10 of the Local Government Act 2002 states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. The recommendation of this report enables the WUCCB to act as an advocate for the community, to endorse the matter moving forward so that community benefits might occur. As such, the recommendation in this report is appropriate and within the ambit of Section 10 of the Act.
38. The recommended option:
  - Can be implemented through current funding under the Long Term Plan and Annual Plan;
  - Is consistent with the Council's plans and policies; and
  - Would not significantly alter the intended level of service provision for any significant activity undertaken by or on behalf of the Council or transfer the ownership or control of a strategic asset to or from the Council.

Attachments | Kā Tāpirihaka

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A	MACF Hostel Programme and Letter from MACF's Legal Representative
B	Covenant & Deed of Modification
C	Proposed Subdivision Plan
D	Property Agreement
E	History

# Attachment A: MACF Hostel Programme & Letter from MACF's Legal Representative



18/12/2025

RE: Mount Aspiring College Hostel Operations

Tēnā koe,

I write with regard to confirming the future intentions the College has for the MAC Hostel, and the demand to operate a hostel of this nature.

The Hostel Programme is renown in New Zealand as an independent living, outdoor education-focused programme which attracts students from across New Zealand to apply to the programme for their year 13 year, their final year of secondary schooling.

Each year, 30 places are awarded, and each year, the number of applicants is more than double the number of places available.

While the programme has significant benefits for the students who are successful in gaining a place, there are a number of benefits for local students.

- Diversification of the student population: Wānaka/Central Otago is the least diverse part of New Zealand (ethnically, socio-economically), and for our year 13 students, meeting 30 people from different parts of New Zealand with different experiences helps to diversify our student population and broaden the local students' knowledge and experiences as they meet new people.
- Academic Competition for Local Students: Students selected for the Hostel need to be independent, and be able and willing to manage their academic programme in an independent way. This means that the students who apply for the Hostel are mostly high-achievers, who create competition with local students. While there is not any 'actual' competition, it does make local students more aware of what they need to do to achieve top grades. There are a number of hostel students who take music and art, which helps these subject areas to maintain good student numbers at year 13.
- Pro-social/positive culture benefits: Local students get the opportunity to make friends with 30 new people. As a result, local students get to see their town and school through fresh eyes, as the local students get to know and integrate in with local families. This is particularly important as a number of year 13 students started MAC in year 7. The benefit of 'seeing the school and town through fresh eyes' is particularly important for wellbeing, as

students talk about and reflect on the things that they enjoy, are grateful for and the opportunities that they have had.

- College's Reputation: As a result of the Hostel Programme, the College has a fantastic reputation across New Zealand - this results in the College being known for academic results, music and performance, as well as outdoor pursuits and education outside the classroom opportunities. A number of parents and whānau move to Wānaka so that their child(ren) can benefit from being in the community and going to MAC (the college has sustained considerable roll growth over the past 5 years). It is not uncommon for past Hostel students to move to Wānaka to be in the community, and for their child(ren) to go to school here.

Given the significant benefits for local students, and the College, the Hostel will continue to operate as it currently does. There is, every year, significant demand for places at the Hostel. The Hostel adds a special dynamic to College life - with 30 students giving up their year 13 year in their current school to be a part of the Hostel programme.

If any further information is required, please get in touch with me.

Ngā mihi



Nicola Jacobsen  
Principal  
Mount Aspiring College



22 December 2025

Queenstown Lakes District Council

Att: Roger Davidson

## **MT ASPIRING COLLEGE FOUNDATION (FOUNDATION)**

We act for the Foundation.

We have been asked to provide this letter in support of approval by Council to the Foundation's conditional agreement with Council relating to the land referred to below.

The land owned by the Foundation on Plantation Road, Wanaka (contained in record of title OT17C/694) is subject to an encumbrance in favour of Queenstown Lakes District Council (QLDC).

In brief, the encumbrance records that if the land is sold or transferred, the vendor must pay the full market value of the land to Council.

The encumbrance renders the property largely unusable as security in this form because the encumbrance ranks above any subsequent mortgage that might be registered. The proceeds of any mortgagee sale would first be required to repay Council before the lender would receive a return.

In a Deed of Modification dated 22 April 1997, council agreed to enter a deed of priority giving first priority to a mortgage to the ANZ bank. The purpose of this security was to provide initial loan funds for the Foundation to establish the college hostel on the land and to build an outdoor pursuits confidence course.

Any further lending secured by a mortgage over the land will require council approval to the terms and purpose of such lending, with Council to execute a memorandum of priority to the benefit of the proposed lender. Anticipated application time and processing of this approval frustrates the Foundation's ability to utilise any value in the land for the charitable purposes it was established.

We expect most if not all lenders to demand a first ranking mortgage as security for lending.

Yours faithfully

**ASPIRING LAW**

**Janice Hughes**

Director

Direct Line: 027 434 2789

E-mail: [janice.hughes@aspiringlaw.co.nz](mailto:janice.hughes@aspiringlaw.co.nz)

# Attachment B: Covenant & Deed of Modification

## ATTACHMENT B

### DEED OF COVENANT

DATED at Queenstown this 8<sup>th</sup> day of August 1996

#### PARTIES

A. **QUEENSTOWN-LAKES DISTRICT COUNCIL** at Queenstown (“the Vendor”)

B. **MOUNT ASPIRING COLLEGE FOUNDATION** at Wanaka (“the Purchaser”)

#### BACKGROUND

- (a) By an Agreement for Sale and Purchase dated the 31st day of July 1996 (“the Agreement”), the Vendor agreed to sell to the Purchaser Part Lot 221 DP 8072 situated at Totara Terrace and Plantation Road, Wanaka containing 9231 m<sup>2</sup> being Lot 9 DP 25559, CT 17C/694 (“the Land”); and
- (b) The Agreement provides for a nominal consideration of \$1.00 to be paid by the Purchaser to the Vendor upon possession being granted and upon the transfer of Title of the Land to the Purchaser; and
- (c) By the Agreement the Purchaser agreed to enter into this Covenant with the Vendor that should the Purchaser sell, transfer or otherwise dispose of the Land or any part of the Land at any time after the date of this Agreement, then ;
- (i) The Purchaser shall pay to the Vendor the balance of the Purchase price being the full market value of the land calculated as at the date of such sale, transfer or other disposition of the Land or of the part sold, disposed of or transferred;
- (ii) If the Purchaser should sell, transfer or otherwise dispose of part of the Land then the Purchaser shall pay to the Vendor the market value of the part so sold, disposed of or transferred;



- (iii) The market value shall be determined by Registered Valuers appointed by the both parties hereto or their umpire as set out herein; and
- (d) The Purchaser has agreed that the Vendor's right to be paid the market value of the Land pursuant to the Agreement and this Covenant is to be secured by a Memorandum of Encumbrance to be registered against the Legal Title to the Land.
- (e) The Purchaser agreed to enter into this Covenant with the Vendor recording these agreements and covenants; and
- (f) Definitions:

In this Deed of Covenant

- (i) "the Land" means the land exclusive of improvements;
- (ii) "market value" in respect of the land means the market value of the land exclusive of improvements thereon but inclusive of the value of the land as an improved site.

COVENANTS

The Purchaser hereby Covenants with the Vendor as follows:

Not to sell or dispose of the Land

- 1.1 If the Purchaser shall at any time after the date of the Agreement sell, transfer or otherwise dispose of the Land or any part of the Land then;
  - (a) The Purchaser shall pay to the Vendor the full market value of the Land, such market value to be calculated as at the date of such sale, transfer or other disposition of the Land;



- (b) If the Purchaser shall sell, transfer or otherwise dispose of part of the Land, then the Purchaser shall pay to the Vendor the market value, calculated as described in this Deed of Covenant, of the part so sold, disposed of or transferred;
- (c) The market value of the Land shall be determined as follows:
- (i) Each party shall appoint a registered valuer acting as an expert and shall give written notice of the appointment to the other party within fourteen days of the purchaser notifying the vendor in writing that it has sold or otherwise disposed of the Land or any part thereof.
  - (ii) If the party receiving a notice fails to appoint a valuer within the fourteen day period then the valuer appointed by the other party shall determine the market value of the Land and such determination shall be binding on both parties.
  - (iii) Before commencing their determination the valuers appointed shall appoint an umpire who need not be a registered valuer.
  - (iv) The valuers shall determine the current market value of the Land and if they fail to agree then the market value shall be determined by the umpire.
  - (v) Each party shall be given the opportunity to make written or verbal representations to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe and shall have regard to any such representations but not be bound thereby.



- (vi) When the market value has been determined by the valuers, the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties.
- 1.2 The transfer or other disposition of all or any part of the Land to another subsidiary entity wholly owned and controlled by the Purchaser (such entity called the “subsidiary entity”) shall not be a sale, transfer or other disposition of the Land for the purposes of this Deed of Covenant provided that the Purchaser shall obtain the prior written consent of the Vendor to any such sale or other disposition to a subsidiary entity. The vendor shall not unreasonably withhold the grant of such written consent to such sale, transfer or other disposition to a subsidiary entity wholly owned and controlled by the purchaser.
- 1.3. The Parties agree that if the Purchaser shall dispose of any interest in the capital or ownership of the Purchaser or subsidiary entity which is the registered proprietor of the Land or part of the Land or if there is any change in the control or management of the Purchaser or subsidiary entity which is the registered proprietor of the Land or part of the Land whereby the effective control of the Purchaser or subsidiary entity which is the registered proprietor of the Land or part of the Land ceases to be vested in the Mount Aspiring College Foundation or the Mount Aspiring College or any subsidiary entity owned and controlled by the Mount Aspiring College Foundation or the Mount Aspiring College, then that disposition or change of control or management shall be deemed to be a sale, transfer or other disposition of the Land or part of the Land for the purposes of this Deed of Covenant and the provisions of paragraph 1.1 hereof shall apply.

Memorandum of Encumbrance

2. The Purchaser shall forthwith execute a registrable Memorandum of Encumbrance granting to the Vendor security over the Land for the balance of the market value of the Land payable by the Purchaser to the Vendor as provided in this Deed of

Covenant and the Purchaser shall pay the Vendor's solicitors' costs of preparation and registration of the Memorandum of Encumbrance.

Not to Mortgage without Consent

3. The Purchaser shall not further Mortgage or charge or otherwise encumber the Land without having received the prior written consent of the Vendor on each such occasion (if more than one). The Vendor shall not unreasonably withhold such written consent provided that the Purchaser first meets the requirements of clause 4 below.

Priority of Loans to Build Hostels

4. The Vendor agrees that;
- (a) Should the Purchaser raise a loan for the purposes of building or completing construction of the Purchaser's proposed Student Hostel Accommodation on the Land; and
  - (b) Should the Lender of such loan require the Purchaser to execute a Memorandum of Mortgage to be registered against the Certificate of Title of the Land as a first charge Mortgage; and
  - (c) The Purchaser provides to the Vendor evidence to the satisfaction of the Vendor of the need for the loan and of the requirement that the loan be secured by a first mortgage charge; and

THEN the Vendor will execute a Memorandum of Priority granting such Mortgage priority over the Memorandum of Encumbrance securing to the Vendor the unpaid value of the Purchase Price PROVIDED THAT such priority granted by the Memorandum of Priority shall be limited in the Mortgage or in a separate Deed of Priority entered into between the Vendor and the Mortgagee named in such Mortgage to a maximum of the principal sum, or amount of priority as may be the case, specified in the Mortgage or the Deed of Priority, as

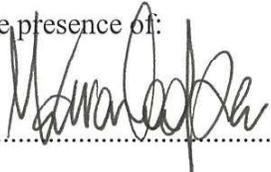
may be applicable, plus not more than 1 years interest thereon and the Mortgagees' reasonable costs of enforcement or attempted enforcement of repayment of the loan secured by the Mortgage.

IN WITNESS OF THE covenants herein this deed has been executed by the Vendor and the Purchaser:

Executed by the **QUEENSTOWN LAKES DISTRICT COUNCIL**

by affixing it's COMMON SEAL

in the presence of:

  
..... Mayor

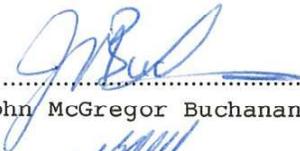
  
..... Chief Executive Officer

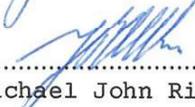


Executed by the **MOUNT ASPIRING COLLEGE FOUNDATION**

at Wanaka by affixing its COMMON SEAL

in the presence of:

  
.....  
John McGregor Buchanan, Foundation Board Member

  
.....  
Michael John Richards Allison, Foundation Board Member



DATED at Queenstown

1996

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BETWEEN **QUEENSTOWN-LAKES  
DISTRICT COUNCIL**

The Vendor

AND **MOUNT ASPIRING  
COLLEGE FOUNDATION**

The Purchaser

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DEED OF COVENANT

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MACALISTER TODD PHILLIPS  
SOLICITORS  
QUEENSTOWN

GM001LM.DOC

## DEED OF MODIFICATION

THIS DEED is made this 22nd day of April 1997

### PARTIES

BETWEEN                    **THE QUEENSTOWN LAKES DISTRICT COUNCIL**  
(hereinafter called "The Vendor")

AND                            **MOUNT ASPIRING COLLEGE FOUNDATION** at Wanaka  
(hereinafter called "the Purchaser")

### BACKGROUND

A. BY an Agreement for Sale and Purchase dated 31 July 1996 ("the Agreement") the Vendor agreed to sell to the Purchaser the land now contained in Certificate of Title 17C/694.

B. THE Agreement included certain special conditions in clause 22 relating to priority between a registered Memorandum of Mortgage securing loans to the Purchaser ("the Mortgage") and the Memorandum of Encumbrance securing to the Vendor the unpaid balance of the purchase price ("the Encumbrance").

C. THE Purchaser has granted the Mortgage to ANZ Banking Group (New Zealand) Limited and the Vendor has executed a registered Memorandum of Priority whereby the Mortgage has priority over the Encumbrance.

D. PURSUANT to the Agreement the Vendor and the Purchaser executed a Deed of Covenant dated 8th August 1996 ("the Deed of Covenant") recording the Covenants expressed in the Agreement. The provisions of clause 22 of the Agreement are included in clause 4 of the Deed of Covenant.

E. THE parties have agreed to modify the provisions of both the Agreement and the Deed of Covenant relating to priorities between the Mortgage and the Encumbrance to

provide that in addition to priority for loans to build the Student Hostel, loans to build facilities for the Purchaser's overseas student programme, to enhance the Purchaser's outdoor pursuits confidence course and any other development on the property shall take priority over the Encumbrance.

## **MODIFICATION**

### **1.0 OF THE AGREEMENT**

1.1 THE Vendor and the Purchaser AGREE that the terms and conditions of the Agreement are hereby modified by revoking the provisions of clause 22 of the Agreement and hereby further agree that from the date of this Deed the following provisions shall apply:

*"22.1 The Vendor agrees that if:*

- (a) The Purchaser needs to raise a loan to carry out its proposal to build a student hostel, build facilities for its overseas student programme or to enhance its outdoor pursuits confidence course on the property; and*
- (b) such loan is required by the Lender thereof to be secured by a Memorandum of Mortgage registered against the Title to the property as a First Mortgage Charge;*

*THEN the Vendor will execute a Memorandum of Priority granting such Mortgage priority over the Memorandum of Encumbrance securing to the Vendor the unpaid balance of the purchase price PROVIDED THAT such priority shall be limited in the Mortgage or in a separate Deed of Priority entered into between the Vendor and the Mortgagee named in the Mortgage to which priority is to be granted, to a principal amount, or amount of priority as may be the case, specified in the Mortgage or Deed of Priority, as may be applicable, plus a maximum sum of one years interest thereon and*

*the costs of enforcement or attempted enforcement of repayment of the loan secured by the Mortgage.*

22.2 *The Vendor agrees that should the Purchaser need to raise a loan to carry out any other development on the property and such loan is required by the Lender thereof to be secured by a Memorandum of Mortgage to be registered against the Title to the property as a First Mortgage Charge and the Purchaser provides to the Vendor evidence to the satisfaction of the Vendor of such need for a loan and of the requirement that it be secured by a First Mortgage Charge over the property THEN the Vendor will execute a Memorandum of Priority on the same terms and conditions as are specified in clause 22.1 above.”*

## **2.0 OF THE DEED OF COVENANT**

2.1 THE Vendor and the Purchaser AGREE that the terms and conditions of the Deed of Covenant are hereby modified by revoking the provisions of clause 4 of the Deed of Covenant and hereby further agree that from the date of this Deed the following provisions shall apply:

“4. *The Vendor agrees that:*

- (a) *Should the Purchaser raise a loan for the purposes of building or completing construction of the Purchaser’s proposed student hostel accommodation, or to build facilities for its overseas student programme, or to enhance its outdoor pursuits confidence course on the land; and*
- (b) *should the Lender of such loan require the Purchaser to execute a Memorandum of Mortgage to be registered against the Certificate of Title of the land as a First Charge Mortgage;*

*THEN the Vendor will execute a Memorandum of Priority granting such Mortgage priority over the Memorandum of Encumbrance securing to the Vendor the unpaid value of the purchase price PROVIDED THAT such priority granted by the Memorandum of Priority shall be limited in the Mortgage or in a separate Deed of Priority entered into between the Vendor and the Mortgagee named in such Mortgage to a maximum of the principal sum, or amount of priority as may be the case, specified in the Mortgage or the Deed of Priority, as may be applicable, plus not more than one years interest thereon and the Mortgagee's reasonable costs of enforcement or attempted enforcement of repayment of the loan secured by the Mortgage.*

- 5. *The Vendor agrees that should the Purchaser raise a loan to carry out any other development on the land and such loan is required by the Lender thereof to be secured by a Memorandum of Mortgage to be registered against the Title to the land as a First Mortgage Charge and the Purchaser provides to the Vendor evidence to the satisfaction of the Vendor of such need for a loan and of the requirement that it be secured by a First Mortgage Charge over the land THEN the Vendor will execute a Memorandum of Priority on the same terms and conditions as are specified in clause 4 above."*

EXECUTED by the parties on the date first mentioned above.

The Common Seal of  
**QUEENSTOWN LAKES  
DISTRICT COUNCIL**  
was hereto affixed  
in the presence of:



*[Signature]*  
.....Chief Executive Officer

*[Signature]*  
.....Mayor

The Common Seal of  
**MOUNT ASPIRING  
COLLEGE FOUNDATION**  
was hereto affixed  
in the presence of:

)  
)  
)  
)  
)



Chairman



Principal



DATED 22nd April 1997

BETWEEN **THE QUEENSTOWN  
LAKES DISTRICT  
COUNCIL** ("the Vendor")

AND **MOUNT ASPIRING  
COLLEGE FOUNDATION**  
("the Purchaser")

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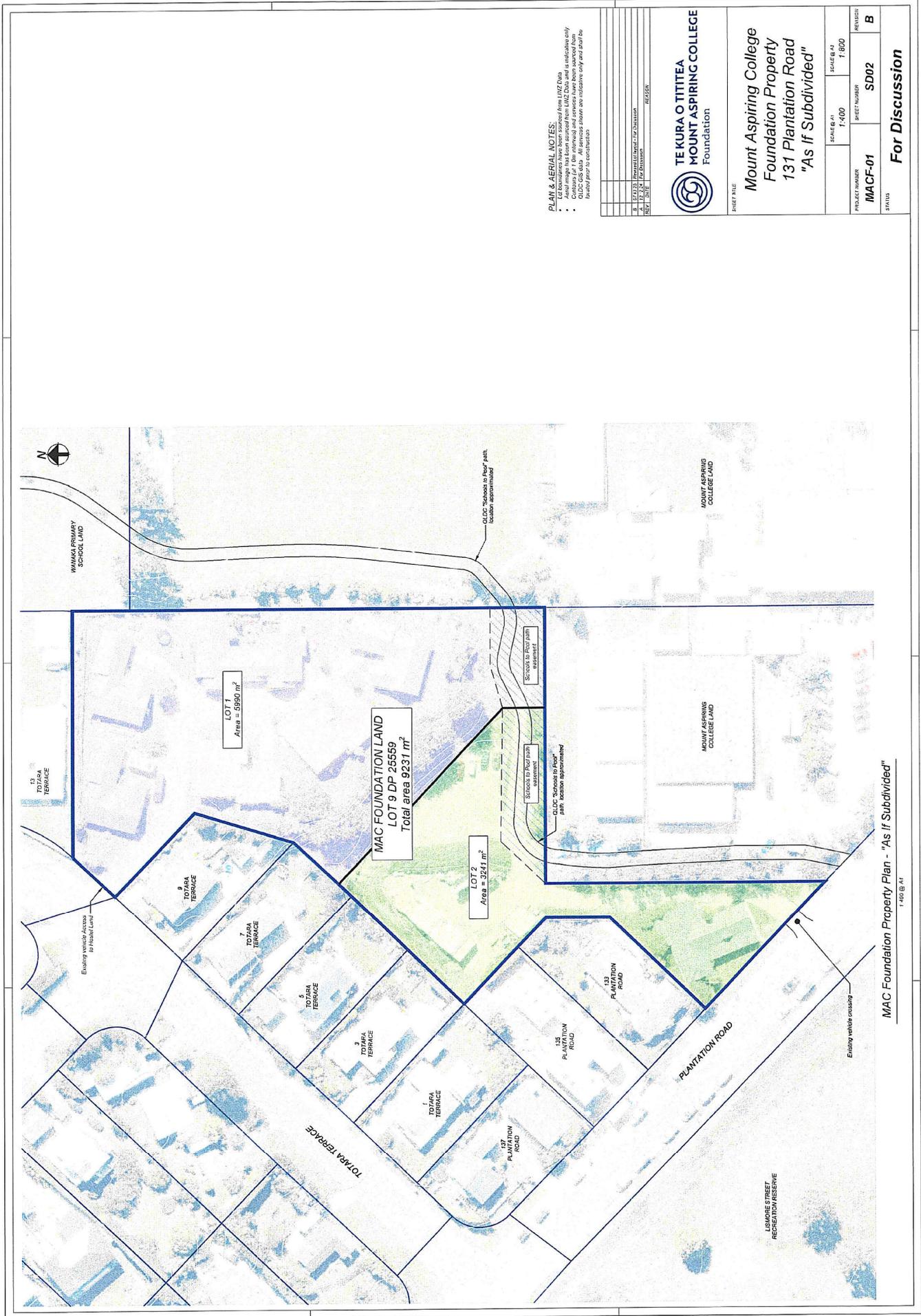
**DEED OF MODIFICATION OF TERMS  
OF AGREEMENT FOR SALE AND  
PURCHASE**

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MACALISTER TODD PHILLIPS BODKINS  
SOLICITORS  
QUEENSTOWN

GKM011KM.DOC



**PLAN & AERIAL NOTES:**

- Aerial image has been captured from LIDAR Data
- Contours at 1m intervals and some have been smoothed from original data
- Boundaries are shown and indicate only part of the boundary for construction

DATE	12/2/24	FOR DISCUSSION	REVISION
BY	17/1/23	REVISION	FOR DISCUSSION



**Mount Aspiring College**  
**Foundation Property**  
 131 Plantation Road  
 "As If Subdivided"

SCALE AT	1:500	SCALE AT	1:800
PROJECT NUMBER	MACF-01	SHEET NUMBER	SD02
REVISION		REVISION	B

STATUS: **For Discussion**

MAC Foundation Property Plan - "As If Subdivided"

1:400 @ A1

# Property Agreement

(relating to 131 Plantation Road, Wanaka)

Queenstown Lakes District Council

Mt Aspiring College Foundation

*Aspiring Law*<sup>®</sup>

Date: 19 November 2025

## Parties

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1. **Queenstown Lakes District Council**, a local authority under the Local Government Act 2002 (QLDC)
2. **Mt Aspiring College Foundation**, a charitable trust registered as a charity with Charities Services in New Zealand with registration number CC20447 (the Foundation)

together the Parties.

## Background

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- A. The Foundation is the registered owner of the Property.
- B. The Property is subject to the Old Encumbrance in favour of QLDC.
- C. QLDC has agreed to surrender the Old Encumbrance.
- D. The Parties have agreed to the terms for the surrender as set out in this agreement.

## Agreement

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### 1. Definitions and interpretations

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#### Definitions

- 1.1 In this agreement unless the context otherwise requires:

**Agreed Scheme Plan** has the meaning in clause 3.1.

**Application** means the application for Consent for the Subdivision in accordance with the Agreed Scheme Plan.

**GST** means Goods and Services Tax arising pursuant to the GST Act.

**GST Act** means the Goods and Services Tax Act 1985.

**LINZ** means Land Information New Zealand

**Lot 1** means that part of the Property shown on the Indicative Scheme Plan as Lot 1, as may be varied in the Agreed Scheme Plan.

**Lot 2** means that part of the Property shown on the Indicative Scheme Plan as Lot 2, as may be varied in the Agreed Scheme Plan.

**Old Encumbrance** means instrument No 919807.2.

**New Encumbrance** means the instrument in Schedule 1 to be in favour of QLDC.

**Property** means all the land at 131 Plantation Road, Wanaka as contained in record of title OT17C/694 described as Lot 9 Deposited Plan 25559.

**Consent** means all consents, approvals and permits necessary from any Relevant Authority to obtain the Subdivision.

**Indicative Scheme Plan** means the plan in Schedule 2.

**Relevant Authority** means any corporation, including any government, local, statutory, or non-statutory authority or body having jurisdiction over the Property or use of the Property.

**Subdivision** means the discharge of the Old Encumbrance, the subdivision of the Property into Lot 1 and Lot 2 and the registration of the New Encumbrance over Lot 1.

**Working Day** has the meaning given to it in the Property Law Act 2007.

### **Interpretation**

1.2 In this agreement, unless the context requires otherwise:

- (a) A reference to a person includes any other entity or association recognised by law and vice versa.
- (b) Words referring to the singular include the plural and vice versa.
- (c) Any reference to a Party includes that Party's executors, administrators, or permitted assigns.
- (d) Clause and other headings are for reference only and do not affect the agreement's interpretation.
- (e) References to clauses and schedules are references to clauses in and schedules to this agreement.
- (f) Reference to any document includes reference to that document as amended, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.
- (g) References to money will be New Zealand dollars, unless specified otherwise.
- (h) Expressions referring to writing will be taken to include words printed, typewritten or otherwise visibly represented, copied or reproduced (including by fax or email).
- (i) References to statutory provisions are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it.

## **2. Agreement**

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The Parties agree to the following:

- 2.1 the Subdivision; and
- 2.2 the transfer of Lot 2 to QLDC for \$1.00 (if demanded).

## **3. Subdivision**

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The Parties agree that clause 2 will be carried out as follows:

- 3.1 The Parties acknowledge that the Indicative Scheme Plan has not been finalised by the Parties. This agreement is conditional on QLDC and the Foundation agreeing on a scheme plan, including the boundaries of Lot 1 and Lot 2, for the Subdivision within 8 weeks of the satisfaction of the condition in clause 5.2 (**Agreed Scheme Plan**).
- 3.2 This agreement is conditional on the Parties agreeing (acting reasonably) on the terms of the Application within 4 weeks of the satisfaction of the condition in clause 3.1.
- 3.3 Following satisfaction of the condition in clause 3.2, the Foundation will prepare the Application and provide a copy to QLDC within 6 months after the satisfaction of clause 3.1 for approval (not to be unreasonably withheld) before submission. QLDC is to provide its approval to the Application (or otherwise) within 20 Working Days of receiving a copy of the Application.
- 3.4 The Parties acknowledge that either party may terminate this agreement if the Parties cannot agree on the Agreed Scheme Plan in accordance with clause 3.1 or the terms of the Application under clauses 3.2 and 3.3.
- 3.5 Upon the Parties agreeing on the Agreed Scheme Plan and the terms of the Application under clauses 3.1, 3.2 and 3.3, the Foundation will at their sole cost:
  - (a) obtain the Consent;
  - (b) implement the Consent by carrying out all requirements and complying with all conditions imposed by the Consent, including any works required and preparation of appropriate survey documents to implement the Agreed Scheme Plan in accordance with the Consent, and payment of all development contributions, levies, and other costs associated with the Consent;
  - (c) have a survey plan prepared (in substantial accordance with the Agreed Scheme Plan) and approved as part of the process to implement the Consent (Survey Plan); and
  - (d) lodge the approved Survey Plan with LINZ and have LINZ issue separate records of title for Lot 1 and Lot 2 in accordance with the Subdivision.
- 3.6 Following the issue of the Consent, the Foundation will provide a copy of the same to QLDC. QLDC shall have 20 Working Days to approve or not approve the Consent (such approval not to be unreasonably withheld). In the event that QLDC does not provide its approval of the Consent, the Foundation will have the option to apply for a new Consent on terms reasonably satisfactory to QLDC. Should the Foundation decide not to apply for a new Consent, the Foundation can terminate this agreement.
- 3.7 The Parties will grant or receive the benefit of any easements, and other encumbrances, rights or obligations which are required to satisfy any condition of the Consent or to deposit the approved Survey Plan.
- 3.8 The Foundation's solicitors will prepare all documents required for execution to facilitate the Subdivision in accordance with the Consent. To the extent that QLDC needs to sign any documents to register any instruments over Lot 1 or Lot 2, the Foundation's solicitors will provide the documents to QLDC's solicitors for approval (acting reasonably) and registration. The parties acknowledge that any easements will be on QLDC's preferred terms but otherwise in accordance with the Consent.
- 3.9 The Parties agree that while the area or measurements of Lot 1 and Lot 2 in the Agreed Scheme Plan are subject to final survey and are approximate only, the areas shall not materially differ from those shown on the Agreed Scheme Plan.

- 3.10 The registration of the New Encumbrance, surrender of the Old Encumbrance, and the transfer of Lot 2 to QLDC will occur in the same dealing as the Subdivision. The Parties will promptly execute all documents for the registration of the same.
- 3.11 The registration costs in clause 3.10 will be borne by the Foundation. The Parties will otherwise be responsible for their own legal costs.
- 3.12 Despite any other clause in this agreement, in the event that the Subdivision or any other transaction contemplated by this agreement is found to be taxable, that liability will be met by the Foundation and the Foundation agrees to indemnify QLDC in relation to any tax liabilities that QLDC may incur in undertaking its obligations under this agreement. The Foundation will not be liable for any tax arising out of future use or sale of Lot 2 (or any part of it) by QLDC.

#### **4. GST**

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- 4.1 The parties agree that all amounts payable under this agreement are exclusive of GST (if any). If the transactions contemplated by this agreement are a taxable supply, then the Foundation will deliver a tax invoice in accordance with section 24 of the GST Act to QLDC on or before registration occurs under clause 3.8.
- 4.2 The parties acknowledge that the supply of Lot 2 to QLDC is a taxable supply and:
- (a) The Foundation warrants that it is a registered person (and will be a registered person as at the time of supply) and that the supply is part of the Foundation's taxable activity;
  - (b) The parties agree the supply must be zero-rated for GST purposes pursuant to section 11(1)(mb) of the GST Act; and
  - (c) QLDC is acquiring the Lot 2 for the purposes of a taxable supply.

#### **5. Conditions**

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This agreement is conditional on:

- 5.1 The Foundation receiving Consent, and separate records of title issuing for Lot 1 and Lot 2 by the date that is 24 months from the date of satisfaction of the condition in clause 5.2.
- This condition is for the benefit of both Parties and may not be waived. In the event that the condition referred to in clause 5.1 is not fulfilled then either party may terminate this agreement.
- 5.2 QLDC resolving to approve the transactions generally contemplated by this agreement at a full council meeting after taking into account whichever matters it considers appropriate in its absolute discretion by the date that is 6 months from the date of this agreement.

This condition is for the sole benefit of QLDC.

#### **6. Public Works Act 1981**

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- 6.1 The Foundation acknowledges and agrees for the benefit of QLDC that it does not wish to reacquire any part of Lot 2 from QLDC. The Foundation waives all rights it may have at any time under Section 40 of the Public Works Act 1981 in respect of Lot 2. The Foundation must, if required by QLDC, sign a deed to give effect to this provision, on terms satisfactory to QLDC, so that this provision is binding on The Foundation, its executors, administrators, successors and assigns.

## **7. Regulatory Status not affected**

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- 7.1 Nothing in this Agreement shall restrict, impede or in any way affect QLDC's duty to properly fulfil its regulatory rights and obligations as the territorial authority having jurisdiction in the district in which the Property is situated. Nor does this Agreement negate the requirement for any party to pay any charges or fees normally payable to QLDC, in its capacity a territorial authority, for any consents, permits, inspections or otherwise. For the avoidance of doubt, any consents, acknowledgements, waivers or agreements given by QLDC under the Agreement shall not be construed as consent, acknowledgement or agreement by QLDC in its regulatory capacity (or vice versa).

## **8. General provisions**

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### **Entire Agreement**

- 8.1 This agreement records the entire understanding and agreement of the Parties relating to the matters dealt with in this agreement. This agreement supersedes all previous understandings or agreements (whether written, oral or both) between the Parties relating to these matters.

### **Amendment**

- 8.2 No amendment to this agreement will be effective unless recorded in writing and signed by, or by a duly authorised representative of, each party.

### **Waiver**

- 8.3 Any waiver by a party of any of its rights or remedies under this agreement will be effective only if it is recorded in writing and signed by, or by a duly authorized representative of, that party. If the waiver relates to a breach of any provision of this agreement, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this agreement at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this agreement.

### **Rights and Remedies**

- 8.4 The rights, powers and remedies provided in this agreement are cumulative and are in addition to any rights, powers or remedies provided by law.

### **Public Statements**

- 8.5 The Parties agree not to disclose any terms of this agreement or the related transaction to any third parties except their professional advisors or a securities commission, as reasonably deemed necessary.
- 8.6 The form, contents, and timing of any public announcement concerning this Agreement must be agreed between the Parties. Agreement by each party will not be unreasonably withheld.

### **Counterparts**

- 8.7 This agreement may be signed in counterparts. All executed counterparts will together constitute one document. A party may sign this deed by way of the application of that party's electronic signature in accordance with Part 4 of the Contract and Commercial Law Act 2017.

### **Further Assurances**

- 8.8 Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this agreement.

## **9. Governing law**

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- 9.1 This agreement is governed by the laws of New Zealand. The Parties submit to the non-exclusive jurisdiction of the courts in respect of all matters relating to this agreement.

## **10. Costs**

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- 10.1 Unless otherwise stated in this agreement, each party will bear its own costs and expenses incurred in connection with the negotiation, preparation and implementation of this agreement.

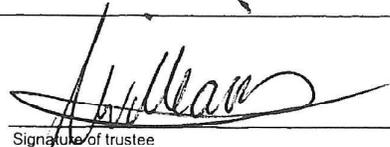
## **11. Dispute resolution**

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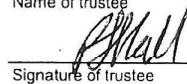
- 11.1 If a dispute arises between the Parties concerning this agreement, no party may start proceedings relating to the dispute (unless that party seeks urgent interlocutory relief) without first complying with this section.
- 11.2 A party claiming that a dispute has arisen must give written notice to the other party specifying the matter in dispute.
- 11.3 After a party has given written notice under clause 11.2, each party shall nominate one person who will have authority to settle the dispute. The nominated persons shall try in good faith to resolve the dispute within 5 Working Days of their nomination.
- 11.4 If the dispute is not resolved under clause 11.3, then any party may at any time in the next 5 Working Days invite the President for the time being of the New Zealand Law Society or his or her nominee to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and will share equally in the mediator's costs.
- 11.5 If the dispute is not resolved under clause 11.4 within a further 28 Working Days after the appointment of the mediator, any party may then require the dispute to be referred to arbitration. If this clause is invoked the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996 or any amendment of that Act. In the event that the Parties are unable to agree upon an arbitrator within 5 Working Days then the arbitrator will be selected by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc upon the application of any party. The arbitrator shall have full power to decide the dispute in any way he or she sees fit and the award will be final and binding on the parties. The parties will bear their own costs in the arbitration and will share equally in the arbitrator's costs.

**EXECUTION**

Signed on behalf of Mt Aspiring College  
Foundation by two of its trustees in the presence  
of:

  
\_\_\_\_\_  
Signature of trustee

Matthew John WILLIAMS  
\_\_\_\_\_  
Name of trustee

  
\_\_\_\_\_  
Signature of trustee

PETER JOHN HALL  
\_\_\_\_\_  
Name of trustee

  
\_\_\_\_\_  
Signature of witness

Samantha Jane Drayton  
\_\_\_\_\_  
Name of witness

Admin Assist  
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed for and on behalf of **Queenstown Lakes  
District Council**

  
\_\_\_\_\_  
Signature of authorised signatory

Roger Davidson  
\_\_\_\_\_  
Name of authorised signatory

  
\_\_\_\_\_  
Signature of witness

Christina Hitchcock  
\_\_\_\_\_  
Name of witness

Property Advisory Manager  
\_\_\_\_\_  
Occupation

Queenstown, NZ  
\_\_\_\_\_  
Address

**Form 18**

**Encumbrance instrument**

(Section 100 Land Transfer Act 2017)

**Land registration district**

Otago

**BARCODE**

**Record of Title (unique identifier)**

All/part

Area/description of part

TBC	All	
-----	-----	--

**Encumbrancer**

*Surname(s) must be underlined.*

**MT ASPIRING COLLEGE FOUNDATION**

**Encumbrancee**

*Surname(s) must be underlined.*

**QUEENSTOWN LAKES DISTRICT COUNCIL**

**Estate or interest to be encumbered**

*Insert, eg, fee simple, leasehold in lease number, etc.*

Fee simple

**Encumbrance memorandum number**

-

**Nature of security**

*State whether sum of money, annuity, or rentcharge, and amount.*

Rent charge being one dollar (\$1.00) per annum (if demanded)

**Operative clause**

*Delete words in [ ], as appropriate.*

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above record of title(s) **with** the above rent charge to be raised and paid in accordance with the terms set out in the Annexure Schedule **and** so as to incorporate in this encumbrance the terms and other provisions set out in the Annexure Schedule for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Right of first refusal If, at any time the Encumbrancer receives an offer to sell the Property and wishes to accept that offer then: the Encumbrancer will notify the Encumbrancee in writing of the receipt of the offer and deliver a copy of the offer to the Encumbrancee (Notice); the Encumbrancee may within 15 working days of receipt of the Notice give notice in writing to the Encumbrancer of the

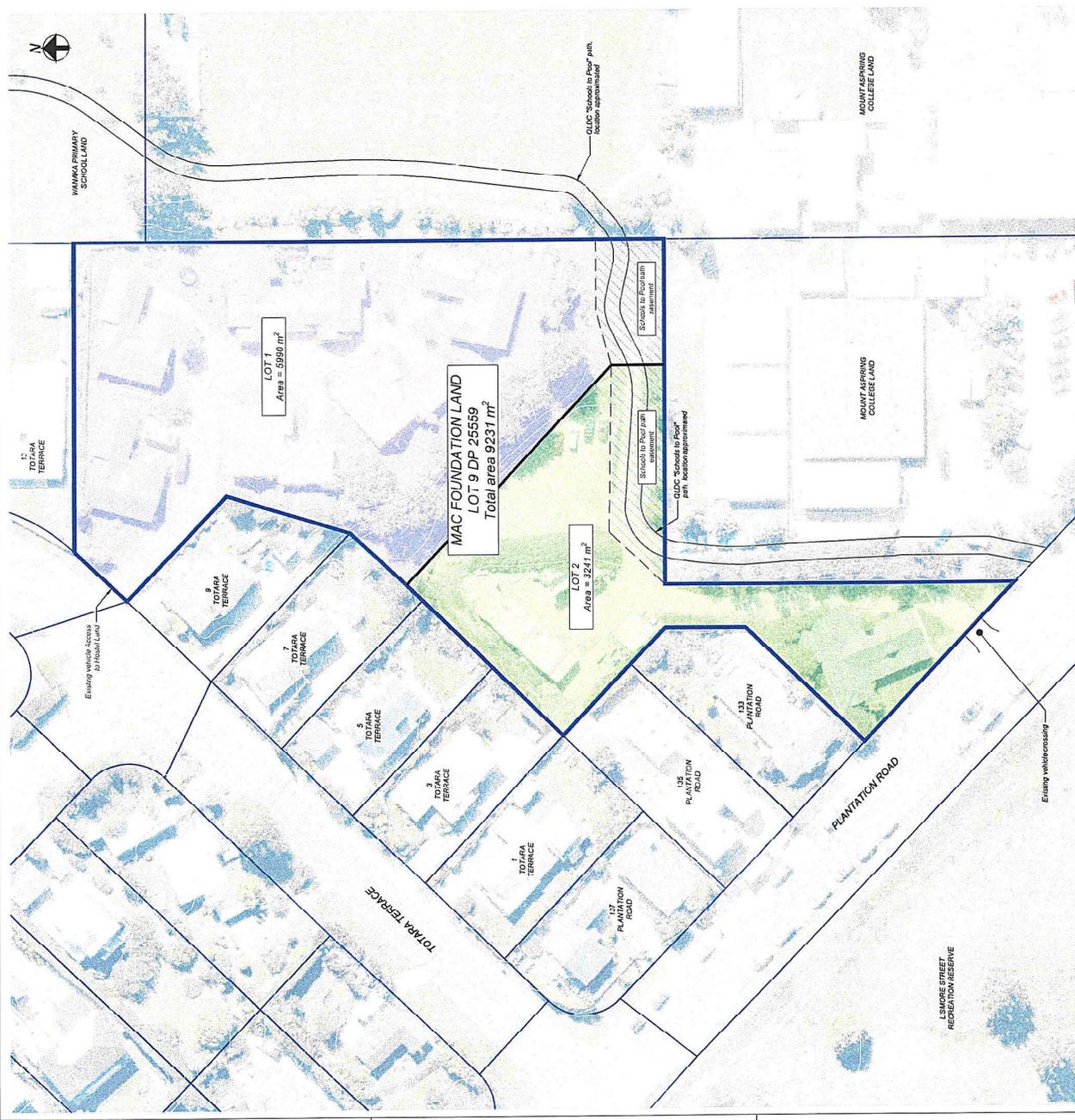
This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Encumbrancee's intention to purchase the Property at the purchase price and upon the terms contained in the offer (Acceptance)

- c) upon the Encumbrancee serving its Acceptance to the Encumbrancer, the parties will be lawfully bound by:
  - i) the provisions of this clause; the Notice; the Acceptance; and the general conditions of sale contained within the current edition of The Law Association/Real Estate Institute of New Zealand Agreement for Sale and Purchase of Real Estate, these documents shall together constitute the agreement for sale and purchase of the Property (Agreement) and the Encumbrancer shall sell the Property and the Encumbrancee shall purchase the Property on the terms contained in the Agreement; and if the Encumbrancee does not give its Acceptance in terms of cl (b) above, then the Encumbrancer may accept the offer and complete the sale of the Property to the offeror, provided that the purchase price and the terms contained in the offer are not more favourable to the offeror than the terms offered to the Encumbrancee. If the offeror (with the consent of the Encumbrancer) varies the terms of the offer, the Encumbrancer must not accept the varied offer without first giving notice of the varied offer to the Encumbrancee in terms of cl (a) above, whereupon all the terms of clause (1) shall apply to the varied Offer. The Encumbrancee consents to the registration of any instrument against the Property, provided it has priority behind this instrument. Sections 203-205 of the Property Law Act 2007 apply to this encumbrance but otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rent charge or Encumbrancee): the Encumbrancee is entitled to none of the powers and remedies of Encumbrancees or Mortgagees by the Land Transfer Act 2017 and the Property Law Act 2007; and no covenants by the Encumbrancer or its successors in title are implied in this encumbrance other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

#### Rent charge

- 4) The Encumbrancer encumbers the Property for the benefit of the Encumbrancee with an annual rent charge of \$1.00 to be paid on the anniversary of registration of this instrument if demanded. If during each successive year, there have been no breaches of the covenants and obligations in this instrument, then the annual rent charge will be deemed to have been paid.



- PLAN & AERIAL NOTES:**
- All images are derived from NZCAD data
  - All images have been processed from NZCAD data and if indicating only
  - Colours (if in intervals) and symbols have been retained from
  - Original data. Symbols and colours are indicative only and should be
  - Checked prior to construction.

PROJECT	131 PLANTATION ROAD	REGION	
DATE	12/12/24	FOR DRAWING	
BY	07/03/25	RECORD ENGINEER / CIVIL ENGINEER	



**Mount Aspiring College**  
**Foundation Property**  
**131 Plantation Road**  
**"As if Subdivided"**

SCALE (E-A)	SCALE (B-A)	SHEET NUMBER	REF. CODE
1:400	1:800	SD02	B
PROJECT NUMBER	MACF-01		DATE
			STATUS
			<b>For Discussion</b>

MAC Foundation Property Plan - "As if Subdivided"

-400 @ A1

ATTENTION MIKE ALLISON

MINUTES QLDC/28/03/95

95/043

CHIEF EXECUTIVE OFFICER'S REPORT (Item)

On the motion of Councillors Blackford and Wilson it was resolved that the report be received.

MATTERS ARISING FROM THE CHIEF EXECUTIVE OFFICER'S REPORT

- (a) The Resource Management and Regulatory Services Manager to write to the Southland Regional Council supporting them in Camper Van - Freedom Camping controls.
- (b) Circulate to Councillors, Zone 6 meeting dates.
- (c) Revised list of Annual Plan Meetings.
- (d) The Chief Executive Officer congratulated Mike Ross on his appointment as Chief Executive Officer of the Clutha District.

A number of Councillors also congratulated Mike and thanked him for his help and guidance.

95/044

TOTARA TERRACE RESERVE REVOCATION - REPORT ON SUBMISSIONS (Item 4)

On the motion of Councillors Burdon and Elworthy it was resolved to give speaking rights to Mr Andy Adair, Chairman of the Mount Aspiring College Trust, Mr Colin Kane, Chairman of the Board of Trustees and Mr Mike Allison, Principal, Mount Aspiring College. Mr Adair addressed the Council.

On the motion of Mayor Bradford and Councillor Burdon it was resolved to revoke the designation of the Reserve described as part Lot 221 Deposited Plan 8072 Block XIV Lower Wanaka S.D. Part Totara Terrace Recreation Reserve, and apply to the Minister of Conservation for approval.

Councillor Blackford voted against the motion.

POS

95/045

**TOTARA TERRACE - POTENTIAL DEVELOPMENT** (Item 5)

On the motion of Mayor Bradford and Councillor Burdon it was resolved that the concept of the Reserve disposal is approved and the application be forwarded to the Minister of Conservation for his approval along with the Reserve revocation application and;

That should the Minister approve the revocation and disposal of the Reserve as per the above proposal, the Council initiates the procedures to subdivide and sell the land and:

That the Council resolve to sell the sections. The sections are to be sold subject to a covenant upon the title to the land, which prohibits land owners from objecting to reasonable noise from the School, Hostel and Swimming Pool, or oppose any resource consents which are applied for.

Councillor Blackford voted against the motion.

On the motions of Councillors Lawrence and Neal it was resolved that the return to the Council, should the land be sold by Mount Aspiring College, be 100% of the land value, less the cost of the subdivision development.

Councillors Burdon, Elworthy, Gillespie, Wellman, Kirkland, Turnbull and Mayor Bradford voted against the motion.

On the motion of Councillors Goldsmith and Elworthy it was resolved that any mortgage required by Mount Aspiring College to fund its proposed hostel development be permitted to take priority ahead of the Council's caveat.

95/046

**MANAGED GROWTH STRATEGY AND THE NZ TOURISM BOARD** (Item 6)

On the motion of Mayor Bradford and Councillor Lawrence it was resolved;

- 1 That the Queenstown Lakes District Council, rejects the mass tourism goals set over the last few years by both the NZ Tourism Board and Government.

17

**QUEENSTOWN-LAKES DISTRICT COUNCIL****FOR MEETING OF 28 MARCH 1995****REPORT FOR AGENDA ITEM NO:****SUBMITTED BY: Resource Management & Regulatory Services Manager****TOTARA TERRACE RESERVE REVOCATION - REPORT ON SUBMISSIONS**

The Council has received three submissions on the revocation of the Totara Terrace Reserve.

The first submission is from the Wanaka Community School Swimming Pool Inc and dated 24 November 1994. The submission states that the Committee "have no objection" to the revoking of the reserves status and the selling off of sections for residential development, and to the transfer of some parts of the land to the School to build student apartments.

The Committee is concerned that residential housing on the pool's boundary could create problems from neighbours complaining about noise activity at the pool. There were four questions concerning bulk and location aspects of the proposed subdivisions.

Status - The submission was on time and in essence did not object to the revocation of the reserve.

The second submission was from Mount Aspiring College ("the School"). It was dated and delivered on 9 December 1994.

The School is in favour of the proposal.

Status - The submission was on time, and is in favour of the proposal.

The third submission was from Mr and Mrs A J Salmond and dated 24 January 1995. The submission objected to the proposal, but was clearly late.

Status - The objection was filed out of time and therefore it is invalid. Section 24(2)(b) of the Reserves Act provides that anyone who does not lodge an objection in terms of the notice is deemed to have accepted the proposal.

Accordingly, I would recommend that Reserve classification be revoked.

3 Sections which could not be developed with multiunit dwellings and therefore preventing dense housing. (Not Mount Aspiring College development.)

4 It would also be an advantage to my committee if we could view the proposed plan of subdivision for the site.

*N J Harris*

N J HARRIS  
For an on behalf of  
The Wanaka Community School  
Swimming Pool Inc

My name is Neville Harris and I am Treasurer and member of the Wanaka Community School Swimming Pool Committee Inc. and have been appointed to present the committee's concerns regarding the proposed lifting of the reserve status from land adjoining the Swimming Pool Reserve Lease Lot 1 D.P. 22331 Blk 14 Lower Wanaka S.D. part of Totara Terrace Recreation Reserve.

I have been involved from the early stages of the pool's development with substantial fundraising with the Wanaka Lions Club, and later with organising corporate donations, and finally with the local radio-thon which raised the final amounts for the pool complex to be completed at a final cost in excess of \$500,000 completely free of debt.

During the planning stages several sites were considered. (For the planning committee's interest, a district survey which was conducted in the late 1970's came out convincingly in favour of Pembroke Park.) It was finally decided to approach Council to lease part of the reserve in Totara Terrace as it was central to all residents and most importantly had plenty of open space and well away from existing housing to alleviate any complaints from residents regarding noise from patrons and filtration pumps going twenty four hours a day. (It was involved with another club in Wanaka where irrigation pumps going continuously caused so many complaints from nearby residents that finally the pump was resited.)

After being in operation just three years we now find that we are to have housing placed on our boundary.

Although the public notice proposing the revoking of the reserve does not state what will happen to the reserve, we understand that Council intends selling off sections for residential development and transferring some parts to Mount Aspiring College to build residential apartments for students at the college.

The pool committee have no objection to this use but are concerned that residential housing on the pool's boundary could create real problems from permanent retired residents complaining about noise activity at the pool, and eventually curtailing our activities and development.

Our submissions may be met if:

- 1 The pool committee could discuss with Council what yard requirements would be placed on the subdivided land.
- 2 A buffer zone or covenant could be placed on the sections, preventing residents objecting to pool activities and any future development at the pool complex.

# Mount Aspiring College

Plantation Rd., P.O. Box 82, Wanaka (03) 443-7106. Fax (03) 443-7106

19

9 December 1994

Mr Mike Ross  
Queenstown Lakes District Council  
QUEENSTOWN

Dear Mike

We refer to recent discussions regarding the revoking of the reserve status on the portion of land bounded by Totorā Crescent, Plantation Road and Mt Aspiring College and the advertising of this intention with submissions to be received by the Queenstown Lakes District Council on or before 4pm on Friday 9 December 1994.

In normal circumstances Mt Aspiring College would object to the submission of this piece of land because of its proximity to the school and its suitability for future expansion of the school's facilities.

However, as the proposal is that a significant portion of the land is to be transferred to Mount Aspiring College for the construction of a Hostel and the future expansion of other school facilities we are in favour of the revocation. We reserve the right to make a submission however in the event that the terms of the transfer of the land to Mount Aspiring College are not appropriate under the circumstances.

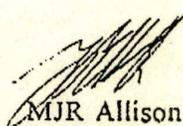
We have now received a Registered Valuation from Robertson Valuations and I enclose a copy for your information.

I also attach a document that looks at the benefits that flow from the project to the Queenstown Lakes District Council, Mount Aspiring College and the Community. It is clear from this document that a substantial discount to the value of \$100,000.00 determined by Robertson Valuations should apply to enable us to proceed with the project.

We would appreciate the opportunity of meeting with you in the near future so that we can prepare a submission to full council regarding the transfer of the land.

We will contact you next week to arrange a meeting.

Yours faithfully

  
MJR Allison  
PRINCIPAL

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**QUEENSTOWN-LAKES DISTRICT COUNCIL**

**FOR MEETING 28 MARCH 1995**

**REPORT FOR AGENDA ITEM NO:**

**SUBMITTED BY:** Corporate Services Manager

**TOTARA TERRACE - POTENTIAL DEVELOPMENT**

**Background**

The previous agenda item paper has outlined for Council the regulatory steps required to uplift a Reserve designation. The next step requires the Council to prepare a report to the Minister of Conservation outlining the Council's intentions for the land.

This whole process has been initiated at the request of the Mount Aspiring College Board of Trustees and has received consistent support as it has moved through the statutory processes required by the Council.

**Chronology of Events**

**30 March 1994**      **Mt Aspiring College discussed the concept with QLDC staff.**  
Department of Conservation informed of proposal and they in turn advised the Council that this should be a community decision.

**01 June 1994**      **Proposal presented to the Wanaka Community Board:**

*W94/73 Totara Terrace Recreation Reserve*

*On the motion of Mrs Urquhart and Mrs Kilpatrick, it was resolved that the Wanaka Community Board supports the proposal of the College Trustees and that the matter be referred to the Property Working Party with the recommendation that it be presented by the Trustees.*

*On the motion of Mrs Kilpatrick and Councillor Wellman it was resolved that following this matter being referred to the Property Working Party, that it be referred back to the Community Board for final recommendation.*

**17 August 1994:**      **Proposal presented to the District Corporate and Community Services Committee:**

*CCS/94/157 Totara Terrace Recreation Reserve*

*On the motion of Councillors Sharpe and Kirkland, it was resolved:*

## 21

- (1) *That the Committee resolves to uplift the Reserves designation on this portion of land.*
- (2) *That the Corporate Services manager negotiate with Aspiring College, a satisfactory settlement for the land with details to be confirmed by full Council.*
- (3) *That should the revocation be approved, Council proceed with the subdivision along the lines detailed.*

26 August 1994 Department of Conservation advised of above resolution.

05 October 1994 Wanaka Community Board resolved:

W94/159 Totara Terrace Recreation Reserve  
Valuation Ref: 29052 44770

*On the motion of Mr Taylor and Mrs Kilpatrick it was resolved that the Community Board supports the revoking of the reserve as it is no longer required as a recreation reserve. The Board requests Council to take the necessary steps to revoke the reserve described as part Lot 221 Deposited Plan 8072 and that the funds be applied towards the capital development of community facilities for the benefit of Wanaka.*

12 October 1994 Corporate and Community Services Committee resolves:

CCS/94/191 Proposed Revocation of Part Totara Terrace  
Recreation Reserve Valuation Ref: 29052 44700

*On the motion of Councillors Sharpe and Gillespie, it was resolved that the committee supports the revoking of the reserve as it is no longer required as a recreation reserve. The committee recommends that the Council take the necessary steps to revoke the reserve described as Part Lot 221 Deposited Plan 8072 and that the funds be applied towards the capital development of community facilities for the benefit of Wanaka.*

25 October 1994 Queenstown Lakes District Council resolved:

94/168 Totara Terrace Recreation Reserve - Proposed  
Revocation

*On the motion of Mayor Bradford and Councillor O'Connell it was resolved that the Council notes that the revocation of the Totara Terrace Reserve is about to be publicly notified.*

07 November 1994 Queenstown Lakes District Council's intent to Revoke Reserve publicly advertised.

09 December 1994 Submissions closed.

At its meeting in August, the Corporate and Community Services Committee resolved that the writer negotiate with the College, a satisfactory settlement for the land with details to be confirmed by full Council. We now wish to consider that particular matter.

### Considerations

In considering the settlement, it is important to remember three key factors:

- (1) That Mt Aspiring College promoted the concept with the local residents and have initiated much of the required consultation and consequently have gained a great deal of support from the local community.
- (2) That our case to the Minister will be assisted by both the Corporate & Community Services Committee's resolution of 12th October (regarding reinvestment in local community facilities) and by the fact that the school, as an important element within the community, will benefit significantly from this revocation.
- (3) That the Council will benefit from the revocation by subdividing off approximately eight sections at an estimated net benefit of \$440,000 to be put towards capital funding of community facilities.

### The Proposal

The College has, on a number of occasions, presented its case to the Council. They argue that given the benefit to the overall community and the downstream benefits from the further development of their hostel and overseas student programme, that the Council should gift the land to the school.

In the spirit of partnership, it is proposed that the Council consider transferring the land for a nominal sum of \$1.00. In return for this nominal figure a Caveat is placed on the portion of Reserve to transfer to Mt Aspiring College.

The Caveat will state that should at any time in the future the College no longer require the property and all or part of it be sold, the Queenstown Lakes District Council will receive 50% of the current land value of the portion that is sold.

This has considerable benefits to the Council as once the land has been developed commercially the underlying land value will increase substantially. The Council and community will also be protected against any "profiteering" by the school on the sale of this public Reserve.

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A freehold title is required by Mt Aspiring College to ensure that the substantial financial is required can be adequately secured. The school could not be successful in this venture had either a leasehold interest or had to pay market prices for the land.

A letter is *attached* from Mt Aspiring College which discusses the proposal further *attached* is a proposed development plan showing the area for the Mt Aspiring College the eight sections to be sold to fund the Wanaka Community facilities.

Some Councillors may express the view that in operating a quasi-commercial hostel, school should therefore pay accordingly. The school however will point out that any is reinvested in education facilities which, as such, must benefit the school children Wanaka Ward. It should be noted also, that the school is offering to pay commercial the proposed block if this process is successful.

And finally, if the process does not proceed, Wanaka is still left with an over abundant reserves which it can ill-afford to maintain.

(2)

RECEIVED  
CIC  
13 Mar 1995  
LOCAL GOVERNMENT SERVICES  
ANSETT HOUSE  
QUEENSTOWN

8 March 1995

Mr M Ross  
Queenstown Lakes District Council  
Private Bag 50072  
QUEENSTOWN

Dear Mr Ross

I refer to the discussions and meetings that have taken place between Mt Aspiring College and the Council regarding the revocation of the reserve status on the corner of Plantation Road and Totara Crescent and the subsequent transfer of a portion of that land to Mt Aspiring College.

As we have previously stated, the introduction of Tomorrow's Schools has given the Board of Trustees and the Senior Management within Mt Aspiring College a great deal more flexibility in terms of the delivery of their education product to our community.

However, the reality of Tomorrow's Schools is that the Government will not provide sufficient funds to allow Mt Aspiring College to provide a broadly based curricular and quality education to the children living in the Upper Clutha area.

As a general rule, country high schools have been in decline for some years and as a result they have not been able to attract quality teachers and they are experiencing continuing difficulty in the provision of a quality education.

In 1990 Mt Aspiring College had the foresight to predict this trend and hence initiated our hostel programme and our overseas student programme as a means of arresting the decline.

Both of these programmes have been spectacularly successful and in education circles Mt Aspiring College and its senior management are frequently used as an illustration of what can be achieved under the flexibility provided by Tomorrow's Schools.

The benefits that have occurred to the children of the Upper Clutha Basin are as follows:

- We now provide a broader curricula for students.
- We have been able to attract and retain quality teachers.
- In turn, these two factors have meant that senior students in the Upper Clutha Valley have stayed at Mt Aspiring College rather than transfer to other colleges.
- The cash flow has improved within the school facilitating the management of the school.

The academic and non-academic performance at Mt Aspiring College has improved dramatically.

In addition to the above benefits, hundreds of thousands of dollars is bought into the community annually from the initiatives at Mt Aspiring College.

Our hostel and overseas programme is of critical importance for the future of the school. However, we currently board our overseas students within the community and rent accommodation for our hostel. The problem with this is that we are at the vagaries of the market, in terms of the cost of accommodating these students.

We have proposed to the Council and to date have achieved agreement that a portion of the reserve bordering the school on the corner of Plantation Road and Totara Crescent be transferred to the school after its reserve status has been revoked.

**LAND USE**

We wish to use this area to build our own hostel, build facilities for our overseas student programme and to enhance our outdoor pursuits confidence course.

**CONDITIONS OF TRANSFER**

It is proposed that the freehold title to the land in question be transferred to the College at no price to the College. The College will pay the Council's legal fees associated with this transfer.

To protect the ratepayers against the College simply selling off the land at a profit after the transfer, a caveat will be registered against the title which will require the College to pay the Council half of the proceeds of the sale of all or part of the land. This caveat will apply to the land content of any such sale, not to improvements that the College may have erected on the site.

The college reserves the right to apply to the Council in the future to have this caveat removed from the title once it is clear to all concerned that the College is honouring its commitment to use the area for the purposes stated above.

Successive Councils have always regarded the College as a centre of focus for community activities and the College has an excellent record of good administration and a proven ability to work with the Council and Community Boards for the welfare of the total community.

It is felt that this proposal reflects the spirit of partnership that has existed between the Community and the School. This spirit of commitment to the community by the school is further illustrated by our 'Students in the Community' programme launched this year.

**RATING**

It is proposed that the school pay rates on a commercial basis for this piece of land and any improvements.

(3)

It is important to understand that our hostel and overseas student programmes are designed to enhance the education we are able to provide to our local children, that is, if a surplus exists from these programmes, it is immediately put back into our other education activities.

However, this is not a major issue with us, and we will accept a commercial rating of the site and the improvements.

Mt Aspiring College has taken the initiative and developed a successful boarding hostel and an overseas student programme. This has enabled many children in the Upper Clutha basin to receive a comprehensive quality education without having to leave the area. These programmes have brought ten of thousands of dollars into our community.

We must grow our roll toward a critical mass of approx. 400 children if we are to continue to broaden our curricula, attract and retain quality teachers and provide them with the resources that they require. Natural increase will not allow us to achieve this goal.

Your support of the sale of this site to Mt Aspiring College after it is freehold will enable us to overcome the major obstacle limiting the future growth of our hostel programme, our overseas programme and other education based opportunities that exist.

We look forward to your approval of this proposal.

Yours faithfully

  
MIR ALISON  
Principal





# QUEENSTOWN LAKES DISTRICT COUNCIL

PRIVATE BAG 50072 QUEENSTOWN, NEW ZEALAND

## FAX COVER SHEET

File:  
Ref:  
System: Y

**TO:** Charlotte Almond

**FAX:** 01

**DATE:** 11 December 1996

**NO. OF PAGES (including cover)** 07

**FROM:** Fiona Wills

**PHONE:** 03-442 7333 (Ansett House office)

**FAX:** 03-442 7334 (Ansett House office)

**SUBJECT:** TOTARA TERRACE

The information contained in this fax is confidential between Queenstown Lakes District Council and the intended recipient. Any other person receiving this fax is required to respect that confidentiality. If this fax is received in error, please notify Queenstown Lakes District Council

### Message

Find attached two items from the Council agenda regarding Totara Terrace—September and July 1996. I have searched the Corporate agendas but found nothing.

If this is not what you are after then please call.

*Fiona Wills*



File name: fwehat.doc

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**QUEENSTOWN LAKES DISTRICT COUNCIL**

**FOR MEETING OF 26 JULY 1996**

**REPORT FOR AGENDA ITEM NO: 8**

**SUBMITTED BY: Property Services Manager**

**TOTARA TERRACE - WANAKA SUBDIVISION**

**PURPOSE**

To address a requirement for the Council to resolve to sell this property.

**CURRENT STATUS**

Pursuant to Section 230 (2) of the Local Government Act 1974, public notice is required before the Council resolves to sell the sections.

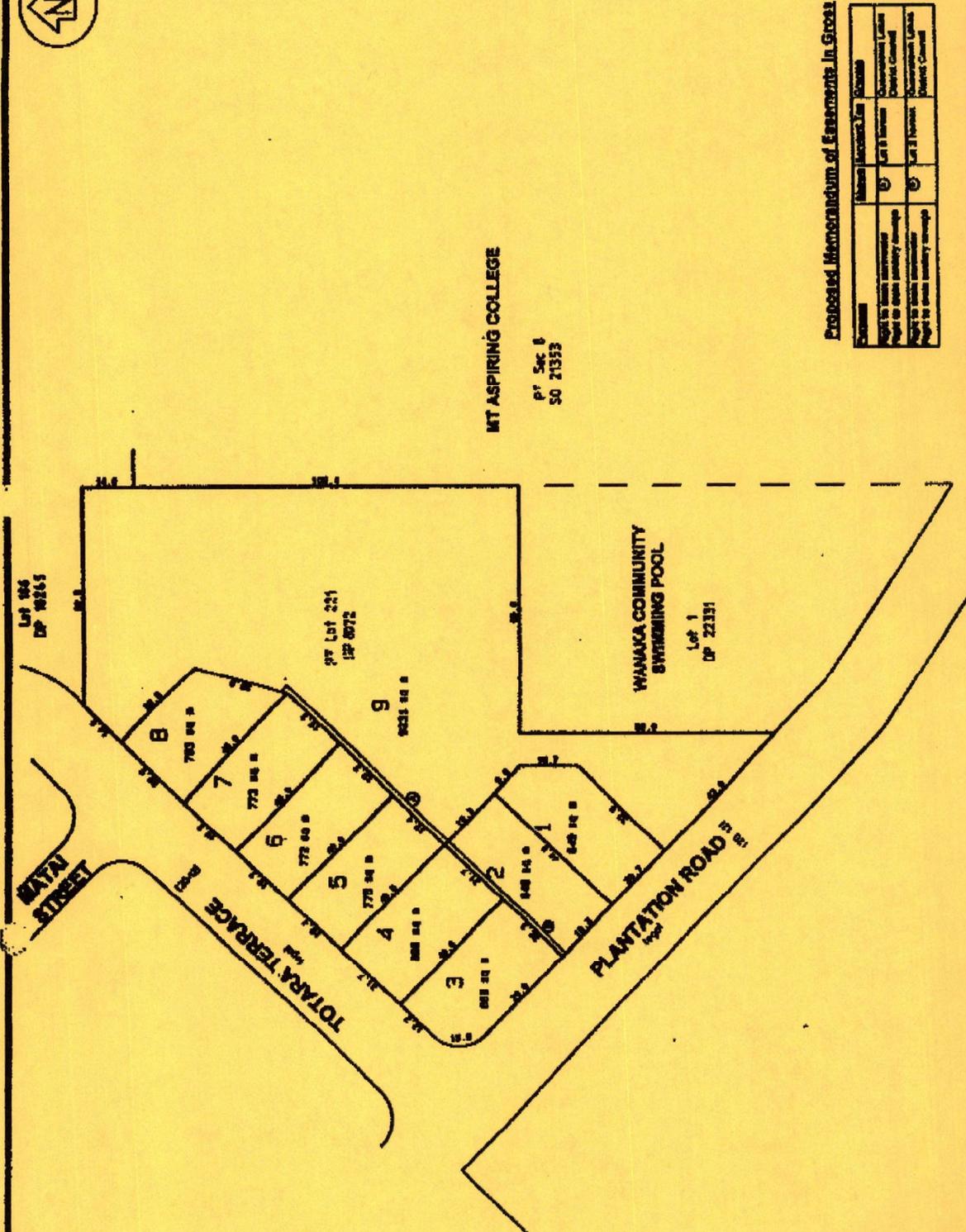
Public Notice has now been given and the Council is asked to resolve to sell this property.

**RECOMMENDATION**

*That the Council resolves to sell all that parcel of land being Part Lot 221 Deposited Plan 8072 being all the land contained in Certificate of Title 17B/776*



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**Proposed Memorandum of Easements in Gross**

Category	Minimum	Maximum	Area	Notes
Right to cross easement	0	0		Overhead Lines
Right to drain easement	0	0		Drainage Channel
Right to water easement	0	0		Water Supply
Right to sewer easement	0	0		Sanitary Sewer
Right to gas easement	0	0		Gas Supply
Right to electric easement	0	0		Electric Supply

Survey	Block	Section	Sub-section	Original	Current
1	1	1	1	1:750	1:750
2	1	1	1	MSL	MSL
3	1	1	1	MSL	MSL
4	1	1	1	MSL	MSL
5	1	1	1	MSL	MSL
6	1	1	1	MSL	MSL
7	1	1	1	MSL	MSL
8	1	1	1	MSL	MSL
9	1	1	1	MSL	MSL

**LOTS 1-9 BEING PROPOSED SUBDIVISION OF PT LOT 221 DP8072, BLOCK XIV, LOWER WANAKA S<sup>n</sup>**

**C. HUGHES & ASSOCIATES**  
 CONSULTANTS IN:  
 SURVEYING AND LAND DEVELOPMENT  
 RURAL AND URBAN PLANNING  
 RESOURCE MANAGEMENT  
 CROMWELL AND WANAKA

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**QUEENSTOWN LAKES DISTRICT COUNCIL**

**FOR MEETING OF 27 SEPTEMBER 1996**

**REPORT FOR AGENDA ITEM NO: 6**

**SUBMITTED BY: Corporate Services Manager**

**RESOLUTION TO SELL COUNCIL LAND**

**PURPOSE**

To address the statutory requirements for the Queenstown Lakes District Council to sell land.

**CURRENT STATUS**

It is a requirement of the Local Government Act 1974 that the Council publicly notifies its intention to sell land.

The following areas of land have been notified to be sold.

1. Stage VIII Commonage, this comprises 23 Sections being part of Section 1, SO Plan 24322, Block XX, Shotover Survey District. (Map A)
2. Stage III Scurr Heights Subdivision, this comprises 26 Sections being Part Section 101, Block XIV, Lower Wanaka Survey District. (Map B)
3. 1494 square metres, being Section 1, SO Plan 24322, Block XX, Shotover Survey District. (Map C)

This property is located on an area of land which is part of the land included in the Queenstown Reserves Vesting and Empowering Act 1971. The land is now freehold and it is proposed to sell the land to Central Electric Limited for the purposes of a new electrical substation.

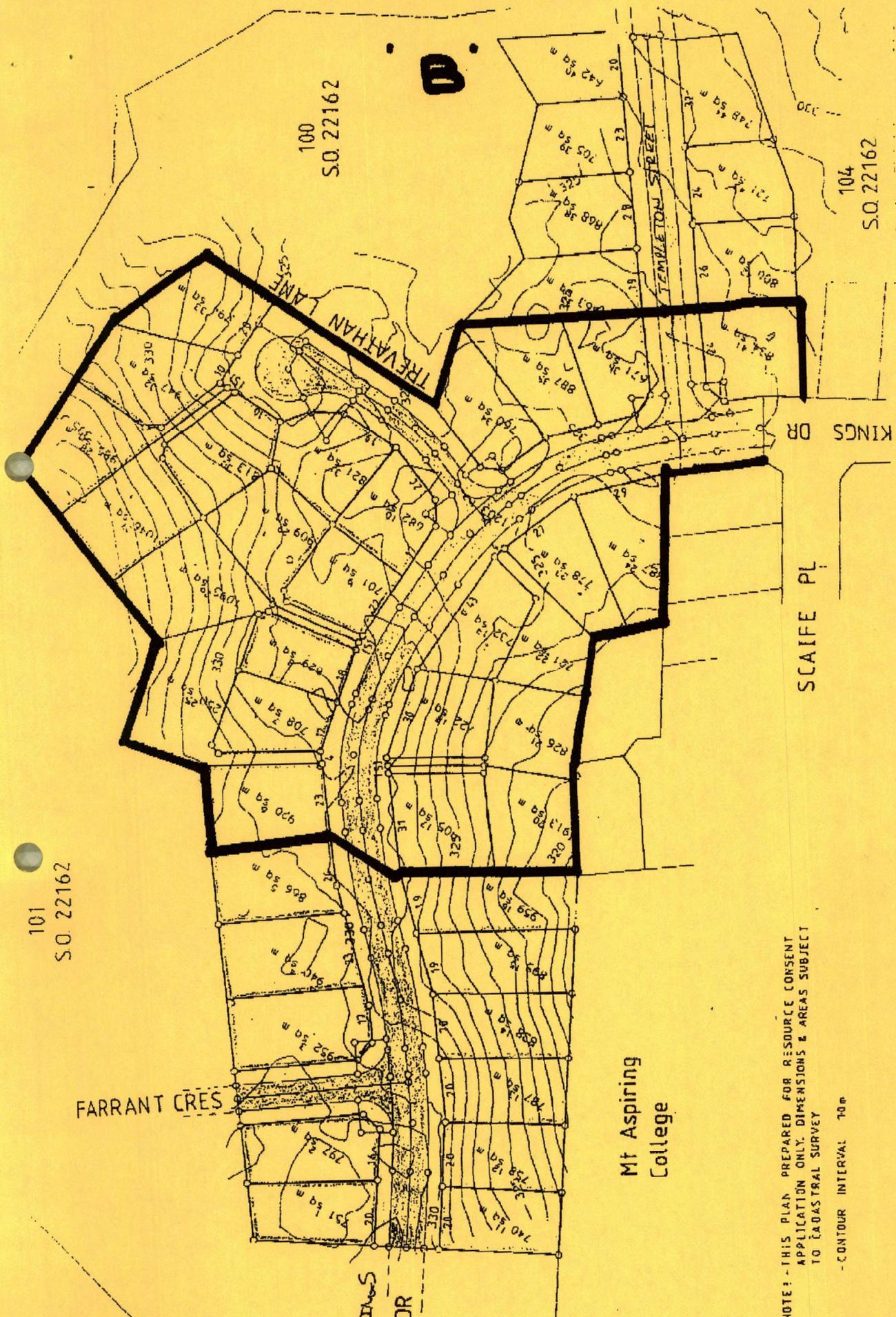
Plans are attached showing the location of these three areas of land.

**RECOMMENDATION**

*That pursuant to the provisions of the Local Government Act 1974, the Queenstown Lakes District Council resolves to sell:*

1. *Stage VIII Commonage, this comprises 23 Sections being part of Section 1, SO Plan 24322, Block XX, Shotover Survey District.*
2. *Stage III Scurr Heights Subdivision, this comprises 26 Sections being Part Section 101, Block XIV, Lower Wanaka Survey District.*
3. *1494 square metres, being Section 1, SO Plan 24322, Block XX, Shotover Survey District.*





NOTE: - THIS PLAN PREPARED FOR RESOURCE CONSENT  
APPLICATION ONLY. DIMENSIONS & AREAS SUBJECT  
TO CADASTRAL SURVEY

- CONTOUR INTERVAL 70m

155 90; N 27798 C.L.F.  
100 Rotation 301

Regional Council  
 Approved pursuant to Section 221 of the Resource Management Act 1991 on the 11th day of December 1996. The District Engineer has approved the subdivision of the land shown in the plan and the subdivision consent has been granted with the understanding that the applicant shall comply with the conditions of the subdivision consent as set out in the Resource Management Act 1991.

The Common Seal of the Queenstown Lakes District Council is affixed hereon.

Witness my hand and seal this 11th day of December 1996.

Authorised Officer  
 Ian Aho 1494

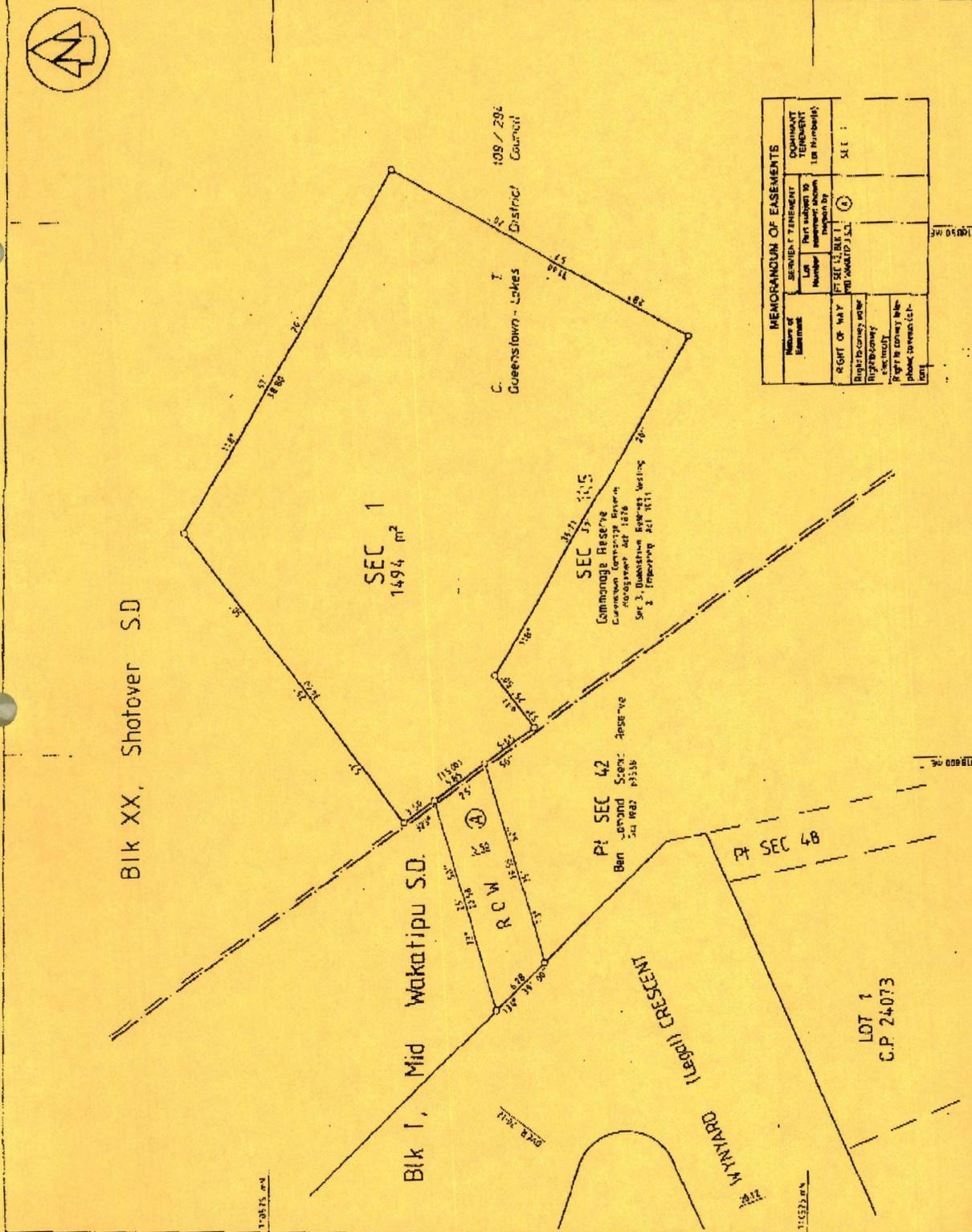
Completed in P.T. C.T. 109/294

I, William Robert Lacey, Registered Surveyor and holder of an initial practising certificate for the purposes of the Resource Management Act 1991, do hereby certify that this plan has been made from a survey conducted in accordance with the provisions of the Resource Management Act 1991 and that the boundaries shown on this plan are correct and have been properly ascertained in accordance with the provisions of the Resource Management Act 1991.

Dated at Queenstown this 11th day of December 1996.

Chief Surveyor  
 Approved as to Survey  
 Deposited this 11th day of December 1996.

Dist. Land Registrar  
 5024322



Name of Easement	Lan. Number	Part subject to Easement	Lan. Number	Lan. Number	Lan. Number	MEMORANDUM OF EASEMENTS	
						Number of Easement	Number of Easement
Right of way over Right of way	PT SEC 1, BLK 1	1000	1000	1000	1000	1000	1000
Right of way over Right of way	PT SEC 1, BLK 1	1000	1000	1000	1000	1000	1000

LAWD DISTRICT OTAGO  
 SURVEY BLK. & DIST. Blk XX, Shotover, Blk I, Mid, Wakatipu.  
 NZMS 261 SHT. E. 41 RECORD MAP No 37-17

SEC 1 BEING A SUBDIVISION OF SEC. 105, BLK XX, SHOTOVER S.D. AND EASEMENTS OVER PT SEC. 42, BLK I, MID WAKATIPU S.D.

Surveyed by LUCY BORRELL & GREIG  
 Scale 1:250 Date AUGUST 1995

EXTRACT FROM THE MINUTES OF THE MEETING

**QUEENSTOWN LAKES DISTRICT COUNCIL**

HELD ON

**28 MARCH 1995**

**95/045 TOTARA TERRACE - POTENTIAL DEVELOPMENT (Item 5)**

1. On the motion of Mayor Bradford and Councillor Burdon it was resolved that the concept of the Reserve disposal is approved and the application be forwarded to the Minister of Conservation for his approval along with the Reserve revocation application and;

That should the Minister approve the revocation and disposal of the Reserve as per the above proposal the Council initiates the procedures to subdivide and sell the land and:

*as per Mike Ross' proposal*

That the Council resolve to sell the sections. The sections are to be sold subject to a covenant upon the title to the land, which prohibits land owners from objecting to reasonable noise from the School, Hostel and Swimming Pool, or oppose any resource consents which are applied for.

Councillor Blackford voted against the motion.

2. On the motions of Councillors Lawrence and Neal it was resolved that the return to the Council, should the land be sold by Mount Aspiring College, be 100% of the land value, less the cost of the subdivision development.

*50% originally proposed.*

Councillors Burdon, Elworthy, Gillespie, Wellman, Kirkland, Turnbull and Mayor Bradford voted against the motion.

3. On the motion of Councillors Goldsmith and Elworthy it was resolved that any mortgage required by Mount Aspiring College to fund its proposed hostel development be permitted to take priority ahead of the Council's caveat.

Finance priority

*should also include:  
facilities for overseas student programme + outdoor pursuit confidence course.*

Authentic  
copy

**QUEENSTOWN-LAKES DISTRICT COUNCIL**

**FOR MEETING OF 28 MARCH 1995**

**REPORT FOR AGENDA ITEM NO:**

**SUBMITTED BY: Resource Management & Regulatory Services Manager**

**TOTARA TERRACE RESERVE REVOCATION - REPORT ON SUBMISSIONS**

The Council has received three submissions on the revocation of the Totara Terrace Reserve.

The first submission is from the Wanaka Community School Swimming Pool Inc and dated 24 November 1994. The submission states that the Committee "have no objection" to the revoking of the reserves status and the selling off of sections for residential development, and to the transfer of some parts of the land to the School to build student apartments.

The Committee is concerned that residential housing on the pool's boundary could create problems from neighbours complaining about noise activity at the pool. There were four questions concerning bulk and location aspects of the proposed subdivisions.

Status - The submission was on time and in essence did not object to the revocation of the reserve.

The second submission was from Mount Aspiring College ("the School"). It was dated and delivered on 9 December 1994.

The School is in favour of the proposal.

Status - The submission was on time, and is in favour of the proposal.

The third submission was from Mr and Mrs A J Salmond and dated 24 January 1995. The submission objected to the proposal, but was clearly late.

Status - The objection was filed out of time and therefore it is invalid. Section 24(2)(b) of the Reserves Act provides that anyone who does not lodge an objection in terms of the notice is deemed to have accepted the proposal.

Accordingly, I would recommend that Reserve classification be revoked.

# Mount Aspiring College

Plantation Rd., P.O. Box 82, Wanaka (03) 443-7106. Fax (03) 443-7106

7 November 1996

Mr Neville Harris  
[REDACTED]  
WANAKA

Dear Neville

I enclose a copy of a letter that I intend to send to Council once I have your comment and hopefully your support.

The letter refers to some unfinished business regarding the Sales and Purchase Agreement for the Totara Terrace Reserve and is self explanatory.

I would be pleased to meet with you and to listen to your opinion.

Kind regards



Mike Allison

# Mount Aspiring College

Plantation Rd., P.O. Box 82, Wanaka (03) 443-7106. Fax (03) 443-7106

8 October 1996

The General Manager  
Queenstown Lakes District Council  
Private Bag 50072  
QUEENSTOWN

Dear Sir

I refer to QLDC Minutes of the Meeting on 28 March, 1995 and specifically to reference 95/045 Totara Terrace - Potential Development.

I also refer to reference papers 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 (copies attached) provided to Council Members prior to their consideration of the above item.

As a result of various motions on that day, the Reserve in Totara Terrace was revoked, subdivided and Lot 9 was sold to the Mt Aspiring College Foundation.

The terms and conditions of that sale were defined in the attached Sales and Purchase Agreement.

The Sales and Purchase Agreement was negotiated over several months and in general is acceptable to the Mt Aspiring College Foundation. However, significant difficulty arose with Clause 22 which relates to the Council giving priority to any mortgage required to finance development on the land.

I believe an explanation of the events leading up to meeting on the 28 March, 1995 will explain how the problem arose and will assist in its resolution. Reference Papers 20, 21 and 22 define the events leading up to the aforementioned meeting on the 28 March, 1995.

Please note the Resolution dated 17 August, 1994 of the District Corporation and Community Services Committee, especially Item 2 instructing:

"the Corporate Services Manager negotiate with Mt Aspiring College a satisfactory settlement of the land with details to be confirmed by full Council."

The settlement negotiated between Mt Aspiring College and the Corporate Services Manager (Mike Ross) is defined in Papers 22 and 23 under the heading "**The Proposal**".

For clarity we repeat the relevant paragraphs of Mr Ross's proposal:

"The College, has on a number of occasions, presented its case to Council. They argue that given the benefit to the overall community and the down-stream benefits from the

further development of their hostel and overseas student programme, that the Council should gift the land to the school.

In the spirit of partnership, it is proposed that the Council consider transferring the land for a nominal sum of \$1.00. In return for this nominal figure a caveat is placed on the portion of the reserve to transfer to Mt Aspiring College.

The caveat will state that should at any time in future the College no longer require the property, and all or part of it be sold, the QLDC will receive 50% of the current land value of the portion that is sold".

Paper 24 is a copy of a letter from Mt Aspiring College to Mr Ross which discusses the proposal. The relevant paragraph is under the heading "Land Use" and it reads:

"We wish to sue this area to build our own hostel, build facilities for our overseas student programme and to enhance our outdoor pursuits confidence course."

At the aforementioned meeting the Council resolved that:

".....the concept of the reserve proposal is approved....."

And further:

"that should the Minister approve the revocation and disposal of the reserve as per the above proposal, the Council initiates the procedures to subdivide and sell the land.....".

Clearly it was the intention of the Council to sell the land to the College so that we could develop our new hostel, facilities for our overseas student programme and our outdoors pursuit programme.

The only difficulty that the Council had with the proposal was the issue of the percentage that would be returned to the Council if the College sold all or part of the land.

This percentage was changed from 50% to 100% on the motion of Councillors Lawrence and Neale.

The problem that then arose was explained to the meeting by Mr Adair. He pointed out that the proposed hostel, overseas student and outdoor pursuits developments would require in excess of \$1 million and that without the equity of the land, it would not be possible to raise the money.

Councillors Goldsmith and Elworthy then moved that:

"any mortgage required by Mt Aspiring College to fund its proposed hostel development be permitted to take priority ahead of the Council's caveat."

This motion was passed, however it is the wording of this motion that has caused the problem in Clause 22 of the Sales and Purchase Agreement.

We believe that to properly reflect the earlier decisions of the Council, this motion should have included reference to our overseas student facilities and to our outdoor pursuits programme because these were referred to in our letter, the proposal Mr Ross made to Council, and the motion of Council which resolved that the concept of the reserve disposal to be approved and that the subdivision and sale of the land proceed as per Mr Ross's proposal.

Clause 22 currently reads as follows:

"22. The vendor agrees that if:

- (a) The purchaser needs to raise a loan to carry out its proposal to build a student hostel on the property; and
- (b) Such loan is required by the lender thereof to be secured by a Memorandum of Mortgage registered against the Title of the property as a First Mortgage Charge; and
- (c) The purchaser provides to the vendor evidence to the satisfaction of the vendor of such need for a loan and of the requirement that it be secured by a First Mortgage over the land;

THEN the vendor will execute a Memorandum of Priority granting such Mortgage priority over the Memorandum of Encumbrance securing to the vendor the unpaid balance of the purchase price PROVIDED THAT such priority shall be limited in the Mortgage or in a separate Deed of Priority entered into between the vendor and the Mortgagee named in the Mortgage to which priority is to be granted, to the Principal amount, or amount of priority, as may be the case specified in the Mortgage or the Deed of Priority as may be applicable plus a maximum sum of one year's interest thereon and the costs of enforcement or attempted enforcement of repayment of the loan secured by the Mortgage."

We propose that Clause 22 be modified to read as follows:

22. The vendor agrees that if:

- (a) The purchaser needs to raise a loan to carry out its proposal to build a student hostel, build facilities for its overseas student programme or to enhance its outdoor pursuits confidence course on the property; and
- (b) Such loan is required by the lender thereof to be secured by a Memorandum of Mortgage registered against the title to the property as a first mortgage charge:

THEN the vendor will execute a Memorandum of Priority granting such Mortgage priority over the Memorandum of Encumbrance securing to the vendor the unpaid balance of the purchase price PROVIDED THAT such priority shall be limited in the Mortgage or in a separate Deed of Priority entered into between the vendor and the Mortgagee named in the Mortgage to which priority is to be granted, to the principle amount, or amount of priority as may be the case specified in the Mortgage or Deed of Priority as may be applicable plus a maximum sum of one years interest thereon and the costs of enforcement or attempted enforcement of repayment of the loan secured by the Mortgage.

Should the purchaser need to raise a loan to carry out any other development on the land and such loan is required by the lender thereof to be secured by a Memorandum of Mortgage to be registered against the title to the property as a first mortgage charge and the purchaser provides to the vendor evidence to the satisfaction of the vendor of such need for a loan, and of the requirement that it be secured by a first mortgage charge over the land, a similar Memorandum of Priority will be granted."

We look forward to your early and favourable consideration of our request for the modification of Clause 22.

Yours faithfully

MJR Allison  
Principal

5 December 1996

Mt Aspiring College Foundation  
C/o A Adair  
Alpine Golf  
P O Box 215  
WANAKA

Dear Sir

**ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION**  
**FOR RESOURCE CONSENT**

I acknowledge receipt of your application for a resource consent under Section 88 of the Resource Management Act 1991 to construction a common room for the new college hostel at Plantation Road. The property is legally described as Part Seciton 8 Block XIV Lower Wanaka Survey District.

The application has been allocated the number **RM960673** and it is requested that you use this number as reference when corresponding on this matter.

You will be contacted at a later date by the Planner dealing with your application if further information is required.

The amount charged for the processing of this application is a deposit fee only. You may be charged further or be refunded part of the deposit depending on the costs incurred by the Council in processing the application.

Please note that, for land use consents, if your application is approved you will be required to meet the costs of monitoring the conditions contained in your consent.

Due to the large number of applications that are being processed by the Council at this time, I advise that there may be some delay in processing your application. We will, however, endeavour at all times to ensure that your application is processed as quickly as possible.

Yours faithfully

Jeri Elliot  
**CONSENTS OFFICER**



Received with thanks by 15/01  
Queenstown-Lakes District Council

5-12-96 15:17 Receipt no.291269

DR RM960673  
RESOURCE CONSENT APPLN 130.00-  
MT ASPIRING COLLEGE FOUNDATION::C/O A A  
CQ ANZ CROM  
MT ASPIRING COLLEGE 130.00



# LAKES-QUEENSTOWN WAKATIPU COMBINE DISTRICT SCHEME

Prepared by JOHNSTON & WHITNEY

## LEGEND

ZONES			
RURAL A	RA	RURAL T (Tourist)	RT
RURAL B	RB	RURAL R (Residential)	RR
RURAL C	RC	RURAL P (Airport Protection)	RP
RURAL L (Landscape Protection)	RL	RURAL F (Forestry)	RF
RURAL H (Historical)	RH	RECREATION S (Skifield)	RS
RURAL MA (Mining)	RMA	RURAL BP (Beacon Point)	RBP
RURAL MB (Red Hills)	RMB		

RESIDENTIAL 1	R1	RESIDENTIAL 5	R5
RESIDENTIAL 2	R2	RESIDENTIAL 6	R6
RESIDENTIAL 3	R3	RESIDENTIAL 7	R7
RESIDENTIAL 4	R4	RESIDENTIAL 8	R8
COMMERCIAL 1	C1	COMMERCIAL 4	C4
COMMERCIAL 2	C2	COMMERCIAL 5	C5
COMMERCIAL 3	C3	COMMERCIAL 6	C6

INDUSTRIAL 1	IN1	TOURIST DEVELOPMENT 1	TD1
INDUSTRIAL 2	IN2	TOURIST DEVELOPMENT 2	TD2

## DESIGNATIONS

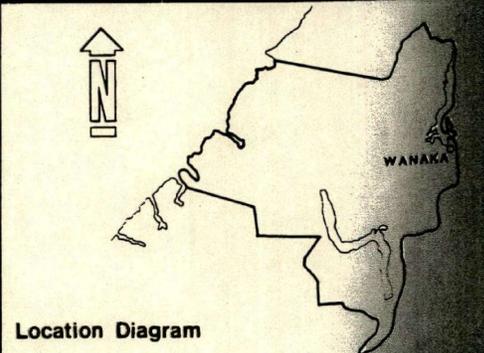
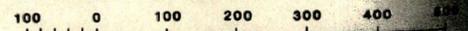
RESERVES	Existing	RES	Proposed
NATIONAL PARKS	Existing	NAT.PK	Proposed
PUBLIC WORKS	Existing	●	Proposed

STATE HIGHWAYS	Existing	▬▬▬	Proposed
LIMITED ACCESS ROADS	Existing	▬▬▬	Proposed
ROAD TO BE STOPPED		▬▬▬	Proposed
ROAD TO BE WIDENED		▬▬▬	Proposed

## NOTATIONS

DISTRICT (County) BOUNDARY	▬▬▬▬▬	AREAS SUITABLE FOR DEVELOPMENT IN R4 ZONE	▬▬▬▬▬
BOROUGH BOUNDARY	▬▬▬▬▬	VERANDAH FRONTAGE REQUIRED	▬▬▬▬▬
ZONE BOUNDARY	▬▬▬▬▬	SUGGESTED ROAD ALIGNMENT	▬▬▬▬▬
DESIGNATION BOUNDARY	▬▬▬▬▬	BUILDING RESTRICTION	▬▬▬▬▬
COMMUNITY USES	HALL	RESERVE CLASSIFICATION DIVISION	▬▬▬▬▬
NOTABLE OBJECT OR PLACE	●	UNDERLYING ZONE	▬▬▬▬▬
NOTABLE BUILDING	■	HELIPAD	▬▬▬▬▬
NOTABLE TREE	▲		
FORMER WANAKA DISTRICT BOUNDARY	▬▬▬▬▬		

Scale 1:5000

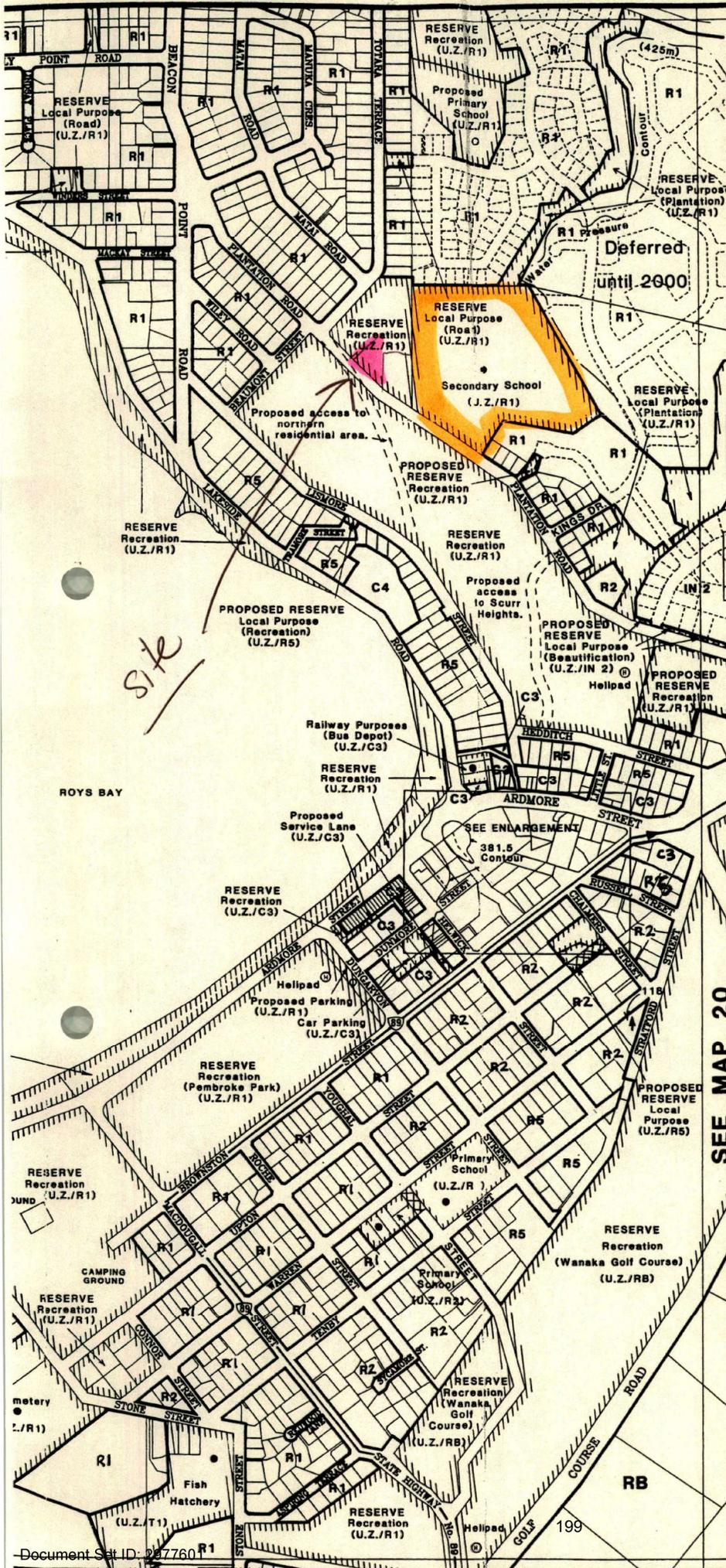


Location Diagram

# CENTRAL WANAKA

Third Review

Map 18



186  
1098  
5

P' 221  
1-5770  
447  
(2-2211)

P+8  
7-2500  
446

Site

441  
D.P. 22331

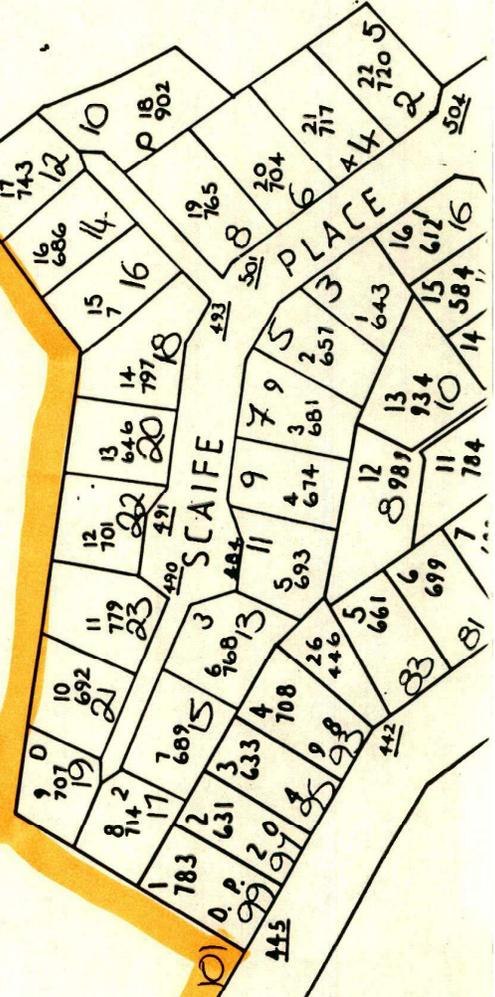
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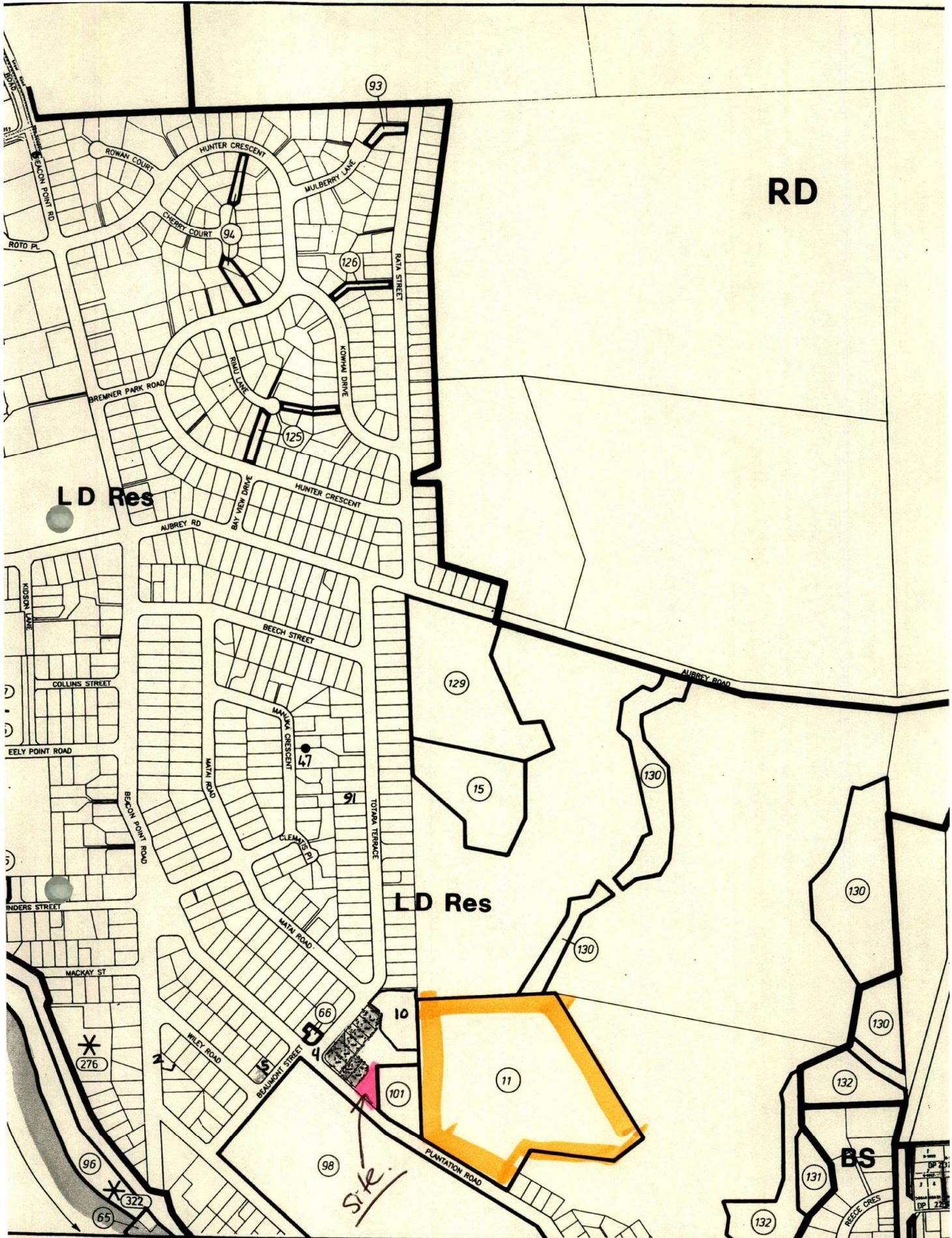
MT ASPIRING COLLEGE

101  
54.6504  
479

119

121





LD Res

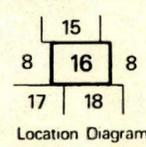
LD Res

BS

*Site*

**NOTATIONS**

- \* 56 Proposed Road
- 56 Road to be Closed
- 95
- 12
- XXXX ZONE BDY.
- XXXX DISTRICT BDY.



Original Scale  
1: 5,000 @ A2

Northpoint Vertical  
Compiled from DOSLI records

Prepared by  
**Davie, Lovell-S**  
PLANNERS ■ SURVEYORS ■ E  
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