

Crown Pastoral Land Tenure Review

Lease name: LONG GULLY

Lease number: PO 055

Preliminary Proposal - Part 3

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

The report attached is released under the Official Information Act 1982.

March

09

Appendix 8: Form of existing registered right to convey electricity over the area shown marked in bold blue line and labelled "x-y".



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Mair
Registrar-General
of Land

Search Copy

Identifier **116454**
Land Registration District **Otago**
Date Registered 01 October 2003 09:00 am

Prior References
OT338/75

Type	Deed of easement under s60 Land Act 1948	Instrument	YRC 5748251.1
Area	1684.5298 hectares more or less	Term	30 years commencing on 18.9.2003
Legal Description	Part Run 236J		
Purpose	Easement in Gross for Electricity marked G on DP 321000		

Proprietors
Aurora Energy Limited

Interests

DATED

18th September

2003

YEC 5748251.1 Deed of Ea

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DocID: 62004618

BETWEEN

THE COMMISSIONER OF CROWN LANDS

AND

AURORA ENERGY LIMITED

DEED OF GRANT OF EASEMENT

BLAKE HORDER
PO BOX 460, DX ZP96504
WANAKA
Phone: 03 443 6650; Fax: 03 443 6651

RTZ

THIS DEED is made the 18th day of September 2003

BETWEEN THE COMMISSIONER OF CROWN LANDS at Wellington ("the Grantor")

AND AURORA ENERGY LIMITED at Dunedin hereinafter with successors and permitted assigns ("the Grantee")

BACKGROUND

- A The Grantor is the owner of the Land described in Clause 1 of the Schedule ("the Grantor's Land").
- B The Grantee wishes to use part of the Grantor's Land for the purpose of [leading/conveying/transforming] electricity and electric impulses across the Grantor's Land.
- C The Grantor has agreed to grant to the Grantee an easement over the Grantor's Land on the conditions set out in this Deed.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed (including the Schedule)

"Deed" means this deed, the background and the Schedule;

"Easement Land" means those parts of the Grantor's Land described in the Schedule hereto marked G on Deposited Plan 321000 (hereinafter referred to as "the electricity easements") within which the Grantee may exercise the rights granted by this Deed;

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees and contractors;

"Lessee" means the lessee in the Pastoral Lease;

"Lines" and "Works" means: [conduits/cables/pipes/poles/transmission lines/transformers] and any ancillary equipment belonging to the Grantee on the Grantor's Land;

"Pastoral Lease" means pastoral lease No. PO 055 recorded in the Register Book as Volume 338 folio 75 (Otago Land District).

1.2. In the interpretation of this Deed unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
- (b) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;

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- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2. GRANT OF EASEMENT

2.1. Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee, for a term of 30 years, commencing on the date of the execution of this Deed and expiring on the date 30 years from the execution of this Deed the following easement.

- (a) The right to from time to time and at all times to:
- (i) To lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of conduits, cables, pipes or ancillary equipment laid or to be laid under the surface of and through the soil of the Easement Land.
 - (ii) To lay, place, inspect, repair, maintain, renew and replace under the Easement Land such conduits, cables, pipes and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said conduits, cables, pipes or ancillary equipment.
 - (iii) To lead and convey electrically and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of overhead transmission lines erected or to be erected across the Easement Land.
 - (iv) To erect and place, suspend, inspect, repair, maintain, renew and replace across the Easement Land such poles and ancillary equipment and to suspend such line or lines from the said poles and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said transmission lines.
- (b) The right from time to time and at all times to enter, exit, pass and remain on, under or over such part of the Grantor's Land as is reasonable for the exercise of the rights granted under this Deed and the Easement Land from time to time and at all times for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes but subject to the limitations expressed in this Deed.
- (c) The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

3.1. In consideration of the grant of easement in this Deed:

- (a) The Grantee shall pay the Grantor the sum of one thousand three hundred dollars (\$1,300.00) plus GST for the grant of the electricity easements.
- (b) The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

4.1. This easement may be registered pursuant to section 60 of the Land Act 1948.

5. PAYMENT OF COMPENSATION TO LESSEE

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5.1. The Grantee has entered into an agreement with the Lessee recording receipt by the Lessee of a payment from the Grantee, which amount is acknowledged by the Lessee to be paid in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948, and that agreement records the Lessee's waiver of their right to any compensation from the Grantor in respect of the grant of easements in this Deed.

6. OBLIGATIONS OF THE GRANTEE

6.1. The Grantee shall when on the Grantor's Land (subject to Clause 2.1 (b)) of this Deed:

- (a) Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.
- (b) Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through.
- (c) Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this Clause 6.1 (c)) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.
- (d) Ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored.
- (e) The Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable prior written notice **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee.

The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.

- 6.2. The Grantee shall compensate the Grantor for any loss suffered by the Grantor resulting directly or indirectly from the actions of the Grantee.
- 6.3. The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor or the Lessee, in its normal or reasonable use of the Grantor's Land.
- 6.4. The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within Clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.
- 6.5. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.
- 6.6. The Grantee shall be responsible for using its best endeavours, to prevent the Lines or Works from becoming a danger or a nuisance.

7. OWNERSHIP OF STRUCTURES

- 7.1. All structures, Lines and Works placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.
- 7.2. The Grantee will, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all structures, Lines and Works from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed.
- 7.3. If the Grantee has not taken the steps set out in Clause 7.2 of this Deed within the specified time, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

8. COSTS

- 8.1. The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs) in relation to the preparation and enforcement of any provisions in this Deed.
- 8.2. The Grantee shall be solely responsible for the registration (if any) of this Deed and any associated costs.
- 8.3. All costs for the installation and maintenance of structures, Lines and Works, and carrying out of associated works, permitted by this Deed shall be at the Grantee's cost.

9. INDEMNITY

- 9.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of the exercise by the Grantee of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed.

GRANTOR'S LIABILITY EXCLUDED

- 10.1. Under no circumstances will the Grantor be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

11. TERMINATION

- 11.1. The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 30 days or such other time provided the parties agree.
- 11.2. If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.

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11.3. Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to Clause 7.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.

11.4. Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

12. DELEGATION

12.1. All rights, benefits and obligations of the Grantor arising under this Deed may be exercised by any person duly appointed by the Grantor PROVIDED THAT the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Deed.

13. ASSIGNMENT

13.1. The Grantee may not transfer, lease, assign or licence all or any part of its interest in the Easement Land, and/or the rights in this Deed or any parts of those rights without the prior written consent of the Grantor. Any such transfer, lease, assignment or licence shall be subject to the rights and obligations set out in this Deed (and any such other rights and obligations as the Grantor may require).

13.2. Any transfers of shareholding effectively changing the control of the Grantee shall be deemed to be an assignment.

14. DISPUTES

14.1. If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Grantor's Land is situated. Such arbitration shall be referred to the arbitration in New Zealand of a single arbitrator if the parties can agree upon one or otherwise to two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before entering upon their reference) in accordance with the Arbitration Act 1996 PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

15. NOTICES

15.1. Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the address in writing to the other party.

(a) The Grantor's Address as set out in Clause 2 of the Schedule.

(b) The Grantee's Address as set out in Clause 3 of the Schedule.

(c) Any notice posted shall be deemed to be served three (3) working days after the date of posting.

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16. SEVERABILITY

16.1. If any part of this Deed is held by any court or administration body of competent jurisdiction to be illegal, void, or unenforceable, such determination shall not impair the enforceability of the remaining part of this Deed which shall remain in full force.

IN WITNESS WHEREOF these presents have been executed the day and year hereinbefore written.

SIGNED by THE COMMISSIONER
OF CROWN LANDS
In the presence of:

Rebecca Jane Gillespie
REBECCA JANE GILLESPIE

Witness Signature: *O. J. Frost*
Witness Full Name: _____
Witness Occupation:

OWEN JOHN FROST
PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
C/ LINZ, CHRISTCHURCH

Witness Address: _____

EXECUTED by
AURORA ENERGY LIMITED by:

Director: *[Signature]*
Director: *Royce [Signature]*



COMPANIES
OFFICE

CERTIFICATE OF INCORPORATION

AURORA ENERGY LIMITED
471661

This is to certify that DUNEDIN ELECTRICITY LIMITED was incorporated under the Companies Act 1955 on the 26th day of June 1990 and was reregistered to become a company under the Companies Act 1993 on the 1st day of October 1996 and changed its name to AURORA ENERGY LIMITED on the 1st day of July 2003.

I hereby certify that this is a true and correct copy of the Certificate of Incorporation of AURORA ENERGY LIMITED

Lorne Charles McDougall Singer
.....
A Solicitor of the High Court of New Zealand

LORNE CHARLES McDOUGALL SINGER
SOLICITOR
DUNEDIN

Neville Harris

Neville Harris
Registrar of Companies
1st day of July 2003



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SCHEDULE

1. **GRANTOR'S LAND**
Part Run 238J being all Certificate of
Title 338/75
SUBJECT TO: Pastoral Lease
No. PO 055
2. **GRANTOR'S ADDRESS**
Commissioner of Crown Lands
P O Box 5501
Wellington
3. **GRANTEE'S ADDRESS**
W Delta Utility Services Limited
P O Box 17
Cromwell
Attention: Mr Neville Hope

RSL

Appendix 9: Form of existing right of way over the area shown marked in dashed orange line and labelled "a-a1".



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Historical Search Copy

Identifier OT13A/1067
Land Registration District Otago
Date Issued 20 March 1990

Prior References
GN 656246 GN 656247

Estate Fee Simple
Area 2.2000 hectares more or less
Legal Description Section 5 Block X Tarras Survey District
Original Proprietors
Telecom New Zealand Limited

Interests

Appurtenant hereto is a right of way over part Run 236J Block X Tarras Survey District (GN 656247) created by Gazette Notice 656247

Identifier

OT13A/1067

References

Plan CN
GN 656246, 656247
Transfer No.
N/C. Order No 750375/2

Land and Deeds 69



REGISTER

No. 13A / 1067

CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 20th day of March one thousand nine hundred and ninety under the seal of the District Land Registrar of the Land Registration District of OTAGO

WITNESSETH that HER MAJESTY THE QUEEN for Post Office purposes (microwave site)

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, the several measurements a little more or less, that is to say All that parcel of land containing 2.2000 hectares more or less being Section 5 Block X TARARUA SURVEY DISTRICT.

Appurtenant hereto is a right of way over part Run 236J Block X Tararua Survey District (GN 656247) taken by Gazette Notice 656247

[Signature]
A.L.R.



750375/4 Application pursuant to Section 25(1) State-Owned Enterprises Act 1986 whereby Telecom South Limited is registered as proprietor of the within land - 20.3.1990 at 9.05 am

[Signature]
A.L.R.

Subject to Section 27A State-Owned Enterprises Act 1986 which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not apply for third parties such as the holders of the land to be held in duration to any such recommendation)

[Signature]
A.L.R.

942164.1 Transmission to Telecom New Zealand Limited
14.1.1998 at 3.41

[Signature]
for G.R.

No. 13A / 1067

DIAGRAM OVERLEAF
Measurements are Metric

No. 13A / 1067

Registered 20.3.1990 at 9.05 am

Appendix 10: Form of existing right of way over the area shown marked in dashed blue line and labelled "g-f-e-d" and right to convey electricity over the area shown marked in orange dash and dot line and labelled "b1-b-c-d"

Approved by Registrar-General of Land under No. 2002/1026
DEED OF **Transfer instrument** GRANT OF EASEMENT
Section 90, Land Transfer Act 1952

YEC 7269855.1 Deed

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Land registration district

OTAGO

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

OT338/75

All

~~Transferor~~ Grantor

Surname(s) must be underlined or in CAPITALS.

HER MAJESTY THE QUEEN (acting by and through the Commissioner of Crown Lands)

~~Transferee~~ Grantee

Surname(s) must be underlined or in CAPITALS.

VODAFONE NEW ZEALAND LIMITED

Estate or interest to be ^{created} transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.


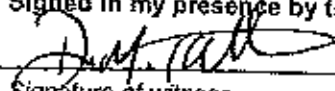
Right of Way, Telecommunication and Electricity Easements in gross (continued on pages 1 - 8 Annexure Schedule)

Operative clause Pursuant to Section 60 of the Land Act 1948 the Grantor grants to the Grantee the estate and interest as stated above

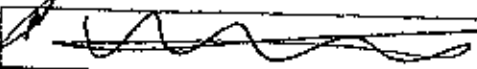
~~The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.~~

Dated this 4th day of September 2006

Attestation (if the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

 MURRAY ROBERT MACKENZIE	Signed in my presence by the Transferor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>D.M. KELLIHER</u> Occupation <u>CROWN PROPERTY MGMT</u> Address <u>C/- LINZ Nat. office</u>
Signature [common seal] of Transferor Grantor	

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



[Solicitor for] the Transferee

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument

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

Transfer

Dated []

Page 1 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "easement or interest to be transferred or easement(s) or profit(s) a pendre to be created"

1. Telecommunication Easement in gross, over that part of the Grantor's Land which is marked "C" and "D" on Deposited Plan 357257 (Telecommunication Easement);
2. Right of Way Easement in gross, over that part of the Grantor's Land which is marked "A" and "B" on Deposited Plan 357257 (Right of Way Easement) such Right of Way Easement to be used in common with any other grantee, lessee, licensee or invitee;
3. Right to Convey Electricity in gross, over that part of the Grantor's Land which is marked "D" and "E" on Deposited Plan 357257 (Electricity Easement);

with the rights and powers and subject to the terms and conditions set out in the Annexure Schedule.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



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

Transfer

Dated

Page 2 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

1. Definitions and Interpretation

1.1. Definitions

In this ^{Deed} Transfer, unless the context otherwise requires:

Commencement Date means the 7th day of March 2005;

Easement Land means those parts of the Grantor's Land over which the Telecommunication Easement, Right of Way Easement and Electricity Easement are granted (in accordance with clause 2.1);

Grantee means Vodafone New Zealand Limited and includes its successors and permitted assigns and where not repugnant to the context the servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee;

Grantor means Her Majesty the Queen (acting by and through the Commissioner of Crown Lands) and includes her successors and assigns;

Grantor's Land means the land at Long Gully Station, Wanaka containing 1668.9407 hectares more or less being Run 236J, Tarras Survey District and Crown Land adjoining and intersecting Run 236, as more particularly recorded in the Pastoral Lease;

Lessee means Bendigo Station Limited (and includes its successors and permitted assigns and where not repugnant to the context the contractors, consultants, employees and agents of the Lessee);

Lines means a wire or wires, cable, conduit or conductor of any kind (including a fibre optic cable) used or intended to be used for Telecommunication or for the transmission of electricity and includes any pole, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire(s), cable, conduit or conductor and includes any part of a Line;

Pastoral Lease means the Pastoral Lease No. PO 055 recorded in Computer Interest Register OT338/75 (Otago Registry);

Telecommunication means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any utility supply whether underground or over ground incidental to Telecommunication;

Transfer means this ^{Deed} Transfer including the terms and annexures, as varied in writing from time to time;

Works means any Line and any instrument, tower, mast, pole, radio apparatus comprising any antenna, furniture, plant, office, building, security fence, equipment, machinery, engine, excavation or work of any description used for the purpose of or in connection with the Grantee's operations and/or Telecommunication.

1.2. Interpretation

Deed

The following rules of interpretation apply to this ^{Deed} Transfer:

- a) headings in this ^{Deed} Transfer do not in any way limit or govern the interpretation of the terms of this ^{Deed} Transfer;
- b) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this ^{Deed} Transfer or any part of it;
- c) obligations undertaken by more than one person are joint and several obligations;
- d) where the Grantor's consent or approval is required under any provision of this ^{Deed} Transfer that consent or approval may not be unreasonably withheld or delayed.

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

(Handwritten signatures and initials)

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



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

Transfer

Dated

Page 3 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

2. Grant of rights

2.1. Pursuant to section 80 of the Land Act 1948 the Grantor grants to the Grantee, for a term of 20 years from the Commencement Date, the following easements:

- a) an easement in gross from time to time and at all times to install and maintain Lines and Works and convey Telecommunication over that part of the Grantor's Land marked "C" and "D" on Deposited Plan 357257;
- b) a right of way easement in gross over that part of the Grantor's Land marked "A" and "B" on Deposited Plan 357257; and
- c) a right to convey electricity in gross from time to time and at all times over that part of the Grantor's Land marked "D" and "E" on Deposited Plan 357257.

2.2. The Grantee shall have the right from time to time and at all times to enter, exit, pass through and remain on, under or over such parts of the Grantor's Land as is reasonable for the exercise of the rights granted under this Transfer with or without vehicles or machinery necessary for such purposes.

2.3. The rights granted under this Transfer, except in relation to the right granted under clause 2.1(a) above in respect of the Telecommunication Easement, are non-exclusive and, subject to clauses 5 and 6 below, are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. Consideration

3.1. In consideration of the grant of easements in this Transfer, the Grantee shall pay to the Grantor a lump sum payment of \$9,820.00 plus GST (if any) on the Commencement Date or after the Grantee receives an appropriate GST invoice from the Grantor together with details of the Grantor's nominated bank account, whichever occurs later.

3.2. The Grantee shall observe the obligations imposed on it in accordance with this Transfer.

4. Obligations of the Grantee

4.1. The Grantee shall when on the Grantor's Land (subject to clause 2.2):

- a) wherever possible remain on the constructed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- b) immediately after passing through any gates, close those that were closed and lock those that were locked immediately before passing through;
- c) take all reasonable precautions for guarding against any danger (including by not limited to fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 4.1) comply with all conditions that may be imposed from time to time by the Grantor acting reasonably or any lawful authority;
- d) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Transfer is repaired forthwith;
- e) only enter onto the Grantor's Land pursuant to this Transfer and on reasonable prior notice **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee (if any);
- f) limit the means of access to diesel powered 4WD vehicles;

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



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

Transfer

Dated

Page 4 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- g) at its cost, maintain and repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged by the Grantee PROVIDED THAT the obligation to maintain and repair shall only arise if the damage is caused directly or indirectly by the Grantee.
- 4.2. The Grantee shall compensate the Grantor for any loss suffered by the Grantor or the Lessee resulting directly from the actions of the Grantee.
- 4.3. The Grantee shall at all times in the exercise of the rights set out in this Transfer not obstruct or hamper the Grantor or the Lessee, or any agents, employees and contractors of the Grantor or the Lessee, in its or their normal or reasonable use of the Grantor's Land.
- 4.4. The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included in clause 2 of this Transfer on the Grantor's Land, or do any other thing which would affect the ability of the Grantor or the Lessee to use the Grantor's Land.
- 4.5. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Transfer.
- 5. Access Track**
- 5.1. If the Grantee has exclusive use of the access track the subject of the right of way easement granted under clause 2.1(b), the Grantee shall maintain it at its own expense to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall. Where such track is an existing farm track and use thereof is shared with the Lessee and other invitees, then the parties agree that given the expected infrequent use by the Grantee, the Grantee shall not be liable to maintain the track but shall if called upon by the Lessee contribute a fair share (based on the proportion of use by the Grantee in relation to use by other users and the Lessee) towards the maintenance and upkeep of such track to a standard sufficient for use by four wheel drive vehicles.
- 5.2. Where considered necessary by the Grantee, the Grantee may at its own expense form a metalled surface access track suitable for four wheel drive vehicles over the Right of Way Easement land and shall maintain that access track to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.
- 6. Ownership of Structures**
- 6.1. All structures, Lines and Works placed by the Grantee for the purposes of exercising the rights of the Grantee created by this Transfer will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.
- 6.2. The Grantee will, on the expiry of the term or sooner determination of the rights created by this Transfer, remove all structures, Lines and Works from the Easement Land within one month and will restore the Grantor's Land to as near as reasonably possible the condition that it was in at the Commencement Date.
- 6.3. If the Grantee has not taken the steps set out in clause 6.2 within the specified time frame, the Grantor may remove all structures, Lines and Works from the Grantor's Land and restore the Grantor's Land as near as reasonably possible to the condition that it was in at the Commencement Date and recover all reasonable costs incurred from the Grantee.
- 6.4. Subject to the prior consent of the Grantor (which consent shall not be unreasonably withheld or delayed, but without limiting the right of the Grantor to charge any third parties a reasonable consideration), the Grantee may share the use of any structures, Lines or Works placed by it on the Grantor's Land with any third parties, on the basis that such users will contribute towards the capital costs of such structures, Lines or Works and will contribute towards the maintenance and upkeep of such structures, Lines or Works. If such sharing of use occurs, then the Grantee may, on the expiry of the term or sooner determination of the rights created by this Transfer, instead of removing such structures, Lines or Works, offer to sell such structures, Lines or Works to any of the users.

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

[Handwritten signatures and initials]

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument

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

Transfer

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(Continue in additional Annexure Schedule, if required.)

7. Covenants implied by Land Transfer Regulations 2002

7.1. The rights and powers implied in rights of way by Schedule 4 of the Land Transfer Regulations 2002 shall apply to the Telecommunication Easement, Right of Way Easement and Electricity Easement.

8. Costs

8.1. The Grantee shall pay the Grantor's costs in engrossing this Transfer and in obtaining execution by the parties.

8.2. The Grantee shall bear its own costs in relation to the negotiation, registration and enforcement of any provisions in this Transfer.

8.3. All costs for the installation of structures, Lines and Works, and carrying out of Works permitted by this Transfer shall be at the Grantee's cost.

9. Indemnity

9.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Transfer or as a direct result of the exercise by the Grantee of its rights under this Transfer, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this Transfer.

10. Exclusion of Grantor's Liability

10.1. The Grantor will not be liable in contract, tort or otherwise in relation to any aspect of this Transfer (extending to consequential loss, anything arising directly or indirectly from this Transfer, or any activity of the Grantor on the Grantor's Land).

11. Termination

11.1. The Grantor may terminate the rights created by this Transfer in accordance with clause 11.2 if the Grantee breaches any of the terms of this Transfer and the breach is unable to be rectified, or remains unrectified within seven days or such other time as the parties may agree or as may be reasonable given the nature of the breach.

11.2. The Grantor shall give written notice to the Grantee, specifying the breach and identifying how the breach should be rectified (if capable of being rectified), stating the period (as contemplated in clause 11.1) within which the breach is to be rectified, and providing that if the breach is not so rectified, then the Grantor may give one month's notice of termination of the rights created by this Transfer.

11.3. If the Grantor terminated the rights under this Transfer all rights of the Grantee shall immediately cease upon expiry of the notice period in clause 11.2 but the Grantee shall not be released from any liability to pay consideration or other money up to the date of termination.

11.4. If the Grantee has not within one month of termination removed all structures, Lines and Works and restored the Grantor's Land as nearly as is reasonably possible to the condition that it was in at the Commencement Date, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as nearly as is reasonably possible to the condition that it was in at the Commencement Date and recover all reasonable costs incurred from the Grantee.

12. Grantor's rights of delegation

12.1. All rights, benefits and obligations of the Grantor arising under this Transfer may be exercised by any person duly appointed by the Grantor PROVIDED THAT the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of the provisions of this Transfer.

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

[Handwritten initials]

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



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

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(Continue in additional Annexure Schedule, if required.)

13. Disputes

13.1. Subject to the over riding application of section 17 of the Land Act 1948, if any dispute is not resolved by negotiation between the parties within 10 working days, that dispute will be finally resolved by arbitration under the Arbitration Act 1996 before a sole arbitrator agreed by the parties (or failing agreement nominated by the President of the New Zealand Law Society) who will decide the dispute in accordance with the substantive law of New Zealand. Nothing in this clause is to apply to disputes relating to termination of this Transfer.

14. Notices

14.1. Any notice to be given by one party under this Transfer to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the address set out below or to such address notified in writing to the other party:

- a) **Grantor's address** - The Commissioner of Crown Lands, C/- Land Information New Zealand, Torrens House, 195 Hereford Street, Private Bag 4721, Christchurch
- b) **Grantee's address** - Vodafone New Zealand Limited, 20 Viaduct Harbour Avenue, Private Bag 92 161, Auckland, Fax 09 355 2005, Attention: General Counsel, Legal

14.2. Any notice posted shall be deemed to be served three working days after the date of posting.

15. Severability

15.1. If any part of this Transfer is held by any court or administration body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Transfer which shall remain in full force.

16. Telecommunications Act 2001 and Radiocommunications Act 1989

16.1. Nothing in this Transfer restricts or alters any of the Grantee's rights, powers, remedies or actions under the Radiocommunications Act 1989 or the Telecommunications Act 2001 or any Acts amending or in substitution for them.

17. Assignment

17.1. The Grantee may assign all or part of its rights, interests or obligations under this Transfer to any related company (as that term is defined in the Companies Act 1993), or to any person in which Vodafone Group Plc has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part of an interest in the Grantee's telecommunication network and/or services. The Grantee may also assign all or part of its rights, interest or obligations under this Transfer to any other person with prior written consent of the Grantor. Any change in the shareholding of the Grantee shall be deemed not to be an assignment.

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Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule



Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

Signed by Vodafone New Zealand Limited on the 13th day of September 2006 by two of its Attorneys who separately certify that we are attorneys for Vodafone under the Power of Attorney dated 1 August 2006 which has been deposited with the Land Transfer Office under No. 6993498.1 and that we have not received any notice or information of the revocation of that appointment on the date that we sign this document:

Anita Tikaram
Corporate Counsel
Vodafone New Zealand Limited

and

Signature

Signature

13 September 2006

13 September 2006

Date

Date

in the presence of:

WITNESS: (to both signatures)

in the presence of:

WITNESS:

Signature

Signature

Name:

Name:

Occupation:

Occupation:

Address:

Address:

Marie Fitzsimons
Legal Secretary
Auckland

Sheree Russell
Property Manager
Auckland

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

Landonline User ID: centralstrau

LODGING FIRM: CSR - Gyan Ph (09) 377 9488

Address: DX CP21508

Auckland

Uplifting Box Number:

ASSOCIATED FIRM: McVeagh Fleming (RAB)

Client Code / Ref: VOD040104 Tarras

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:

(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

FOR DEPOSIT ONLY
09/03/2007 9:06
000000#9048 0001
CHECKLE \$20.00

Plan Number Pre-Allocated or

to be Deposited:

Rejected Dealing Number

357257
7159026

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OT338/75	E	HMQ - Vodafone New Zealand Ltd							20	70.00
2											
3											
4											
5											
6											

Annotations (LINZ use only)

Original Signatures? *AS 9/3/07*

Subtotal (for this page) \$30.00
Total for this dealing

Less Fees paid on Dealing # 7159026 \$50.00

Cash/Cheque enclosed for \$ 20.00

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form PD05

Appendix 11: Form of existing right of way over the area shown marked in dashed blue line and labelled "g-f-e-d-c".

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED by the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:

Witness

Occupation

Address

SIGNED for and on behalf of **Bendigo Station Limited** by two of its directors:

John Charles Perriam

Heather Lorna Perriam