

Crown Pastoral Land Tenure Review

Lease name: BARROSA

Lease number: PC 122

Substantive Proposal

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

January

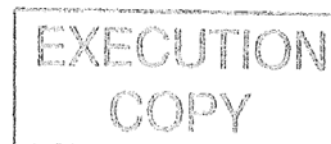
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PROPOSAL FOR REVIEW OF CROWN LAND
Under Part 2 of the Crown Pastoral Land Act 1998

Date: 06 October 2009

Parties

Holder: Barrosa Station Limited
C/- Charles Knibb
52 Cashel Street
CHRISTCHURCH



Commissioner of Crown Lands:

C/- The Manager Tenure Review
DTZ
PO Box 27
Alexandra 9320

The Land

Lease: Barrosa

Legal Description: Part Run 335 and Section 2 Survey Office Plan 17787 situated in Block XVI Heron SD, Block XIII Somers SD, Blocks IV & VIII Tripp SD and Blocks I, II and V Alford SD

Area: 5746.7716 hectares more or less

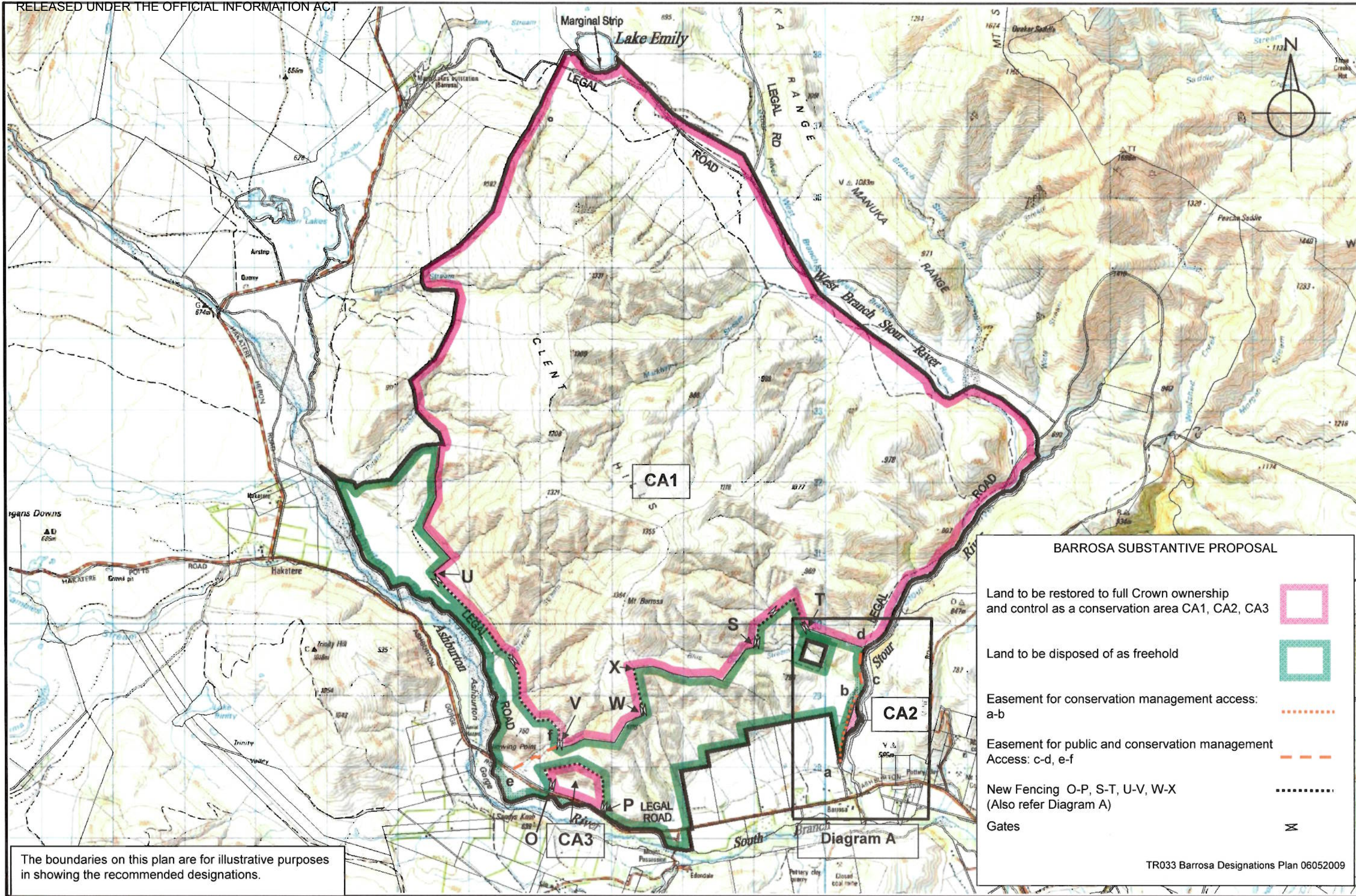
Certificate of Title/Unique Identifier: CB10B/1254

Summary of Designations

Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown edged in pink on the Plans) is to be restored to, or retained by, the Crown as set out in Schedule One; and
- (b) The Freehold Land (shown edged in green on the Plans) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.

1 The Plans



The boundaries on this plan are for illustrative purposes in showing the recommended designations.

BARROSA SUBSTANTIVE PROPOSAL

- Land to be restored to full Crown ownership and control as a conservation area CA1, CA2, CA3
- Land to be disposed of as freehold
- Easement for conservation management access: a-b
- Easement for public and conservation management Access: c-d, e-f
- New Fencing O-P, S-T, U-V, W-X (Also refer Diagram A)
- Gates

TR033 Barrosa Designations Plan 06052009



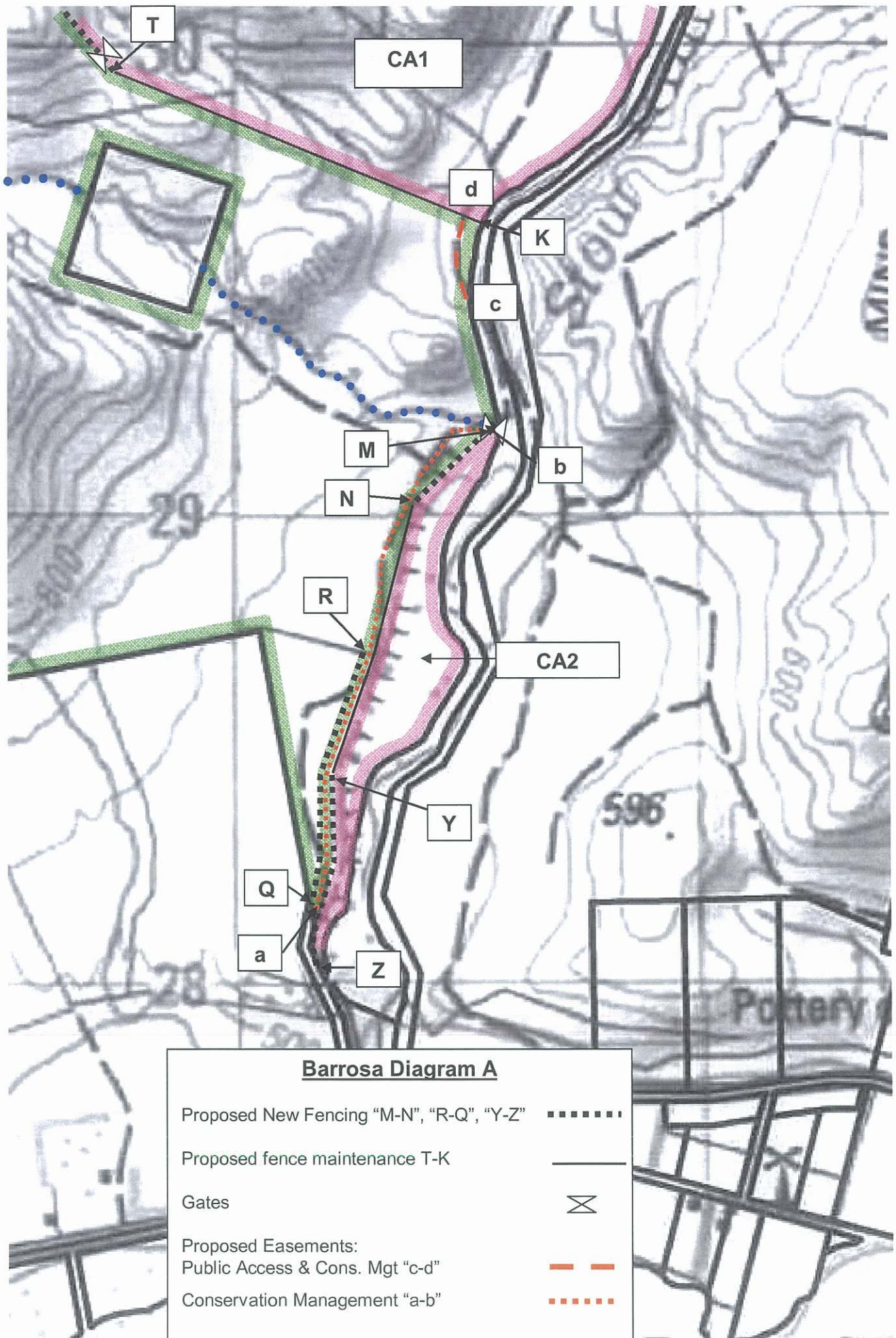
This plan accurately portrays the Barrosa pastoral lease boundaries in accordance with the land status certified by the Chief Surveyor on 6/10/99 Peter King, Crown Accredited Supplier

BARROSA PASTORAL LEASE



1:50,000 SCALE (Kilometres)

Version	1	2	3	4	5
Canterbury Land District					
Topographic Map 260 - J36 & K36					
Sheet 1 of 1					
Date: March 2007					



2 Conditions

- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Four (if any).

3 Settlement

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall").

If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days.

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(a) has been agreed or determined; and

(b) is not and will not be subject to any appeal, rehearing or other proceedings.

4 Holder's Payment

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

5 Commissioner's Payment

- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.

- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

6 Vesting of Crown Land

- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

7 Issue of Certificate of Title

- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
 - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
 - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
 - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

8 Registration of Documents

- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

9 Consents

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
 - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
 - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
 - (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.

- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

10 Continuation of Lease

- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2:
- (a) Is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
 - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

11 Fencing and Construction Works

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "New Fencing Line" or "Proposed Fencing" on the Plans; and
 - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Fencing Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;the Commissioner may, acting reasonably, elect to do any one or more of the following:

- (iii) erect the Fencing in a position different from that shown on the Plans;
 - (iv) erect the Fencing over a shorter distance than that shown on the Plans; or
 - (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, [the Commissioner] [the Holder] [both parties] will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Works Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

12 Apportionments

- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
 - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.
- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the

Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

13 Risk

- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.
- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

14 Survey

- 14.1 All areas of the Land forming part of this Proposal and delineated on the Plans are approximate and subject to preparation of the Final Plan. The measurements of the areas may therefore alter on the Final Plan.
- 14.2 No error, misdescription or amendment of any part of the Land will annul, vary, or derogate from this Proposal, or the Holder's acceptance of this Proposal.
- 14.3 For the avoidance of doubt, the Holder will not be entitled to cancel or withdraw its acceptance of this Proposal, nor will the Holder, or any successor in title of the Holder or any party with an interest in the Land, be entitled to payment of any compensation, should any area of the Land on the Final Plan have a different measurement to the area specified in this Proposal.
- 14.4 The Commissioner does not warrant that any existing fence is erected on, or that any new fence to be erected will be on, any boundaries of the Land or any part of the Land as outlined on the Plans or the Final Plan.

15 Holder's Acknowledgements

- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
 - (i) "as is", solely in reliance on its own investigations and judgement; and
 - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
 - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
 - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
 - (i) the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and
 - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 2004 and the Building Amendment Act 2009; and

the Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;

- (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
- (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

16 No Representations or Warranties by the Commissioner

- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
 - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
 - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

17 Acceptance

- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

18 Solicitor's Certificate

- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitor's certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

19 Default

- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

20 Goods and Services Tax

- 20.1 The Commissioner and the Holder warrant to each other that they are registered for GST purposes.
- 20.2 On the 10th working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.3 The Holder will pay GST on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.

- 20.4 On the 10th working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.5 The Commissioner will pay GST on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.6 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
 - (b) any Default GST.

21 Lowest price

- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Commissioner's Consideration.

22 Costs

- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

23 No nomination or assignment

- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

24 Recreation Permit

- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

25 Discretionary Actions

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under s18 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land.

26 General

- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
 - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.

- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
 - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
 - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
 - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

27 Interpretation

27.1 Definitions

In this Proposal unless the context otherwise requires:

Act means the Crown Pastoral Land Act 1998;

Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Commissioner's Consideration means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

Commissioner's GST Date means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;

Commissioner's Payment means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

Crown Land means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

Default GST means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of

GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

Default Rate means the rate of 11 per cent per annum;

Fencing means any stock proof farm fence.

Fencing Consent means any and all consents required under the Resource Management Act 1991.

Final Plan means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 62(4)(c) and (d) of the Act;

Freehold Land means the land set out in Schedule Three;

GST means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

Holder means holder shown on the front page of this Proposal (being the lessee under the Lease);

Holder's Consideration means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

Holder's Payment means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

Land means the land subject to the Tenure Review identified on the front page of this Proposal;

Lease means the lease described on the front page of this Proposal;

Mortgage means any mortgage (registered or unregistered) over the Land;

Mortgagee means the holder of any Mortgage;

Notice means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

Plans mean the Plans of the Land showing all designations of this Proposal;

Registrar means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

Rent Review means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

Settlement Date means the settlement date defined in clause 3.1;

Surveyor-General means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

Tenure Review means the tenure review of the Land being undertaken by the Commissioner under the Act;

Unconditional Date means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

Vesting Date means the date on which the Crown Land vests in the Crown pursuant to the Act;

Working day means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15th day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

Works Consent means any and all consents required under the Resource Management Act 1991; and/or the Building Act 2004 and their respective amendments.

27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those person's obligations, as Holder, will be both joint and several.

Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Under this Proposal the land shown edged in pink and labelled CA 1, CA2, and CA 3 on the Plans, being **4822** hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as conservation area.

Schedule Two: Provisions relating to the Schedule Two Land

Nil

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in green on the Plans, being **925** hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) the easements marked as a-b, c-d and e-f on the Plans and substantially as set out in Appendix 4;

Schedule Four: Conditions

Nil

Appendix 1: Consents – Example of Mortgagee Consent

[] as Mortgagee under Mortgage [] (“the Mortgage”), hereby:

- (a) consents to acceptance of the Proposal dated [] (“the Proposal”) by [the Holder] (“the Holder”) pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

SIGNED by [])
in the presence of: []) _____

Witness Signature: _____

Witness Name:
Occupation:
Address:

Appendix 1: Consents (continued) - Example of "Other" Consent

[], being the party entitled to the benefit of [] registered against Lease [], hereby consents to the acceptance of the Proposal dated [] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of) _____
[])
in the presence of:)

Witness Signature: _____

Witness Name:
Occupation:
Address:

Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

1. [[insert name of Holder] (“the Holder”) is a duly incorporated company under the Companies Act 1993. The Holder’s entry into and performance of its obligations under the Proposal dated [] (“the Proposal”) have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [] (“the Proposal”) by [insert name of Holder] (“the Holder”) and performance of the Holder’s obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] (“the Holder”) has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder’s constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder’s acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder’s obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully

[signed by principal of law firm]

Appendix 3: Indicative Fencing and Construction Requirements

Fenceline

(A) Length and location: As shown on the Plans

M-N, O-P, U-V, W-X, Y-Z - 8500m approximately

Type: 7 wire fence - "Wooden Post and Metal Y's", top wire approximately 1.05m high

Specifications:

- General description: Fence construction shall be ground treated (H4) Corsican Pine round 1.8 metre medium 125mm diameter posts at 20 metre spacing where possible and on high ground as required, with six (6) metal 5'6" (1.68m) Y standards between posts, six 3.15mm (10g) galvanised high tensile plain wires plus one bottom wire of plain 4mm (8g) galvanised medium tensile wire.
- Wires, to be at conventional spacing and threaded through metal standards with the bottom wire between 100mm and 150mm above the ground. The top wire tied to "Y standards" with 3.15mm galvanised medium tensile wire not less than 11/2 turns. At wooden posts the wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples. Wire to be strained to a tension recommended by the wire manufacturer. Wires to be placed on the Schedule Three (freehold) side of the posts except where there is a high risk of snow damage where they shall be placed on the uphill side to minimize slippage downhill and bending of the steel uprights.
- Strainer posts and assemblies: Round ground treated (H4) Corsican Pine strainer posts to be 2.1 metres with a small end diameter (SED) diameter of not less than 200mm to be fully stayed with horizontal stay assemblies at all corners and angles (inside) 35 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.1 metre length. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- The length of one strain should not be more than 300 metre depending on manufacturer's specifications. Each wire fitted with a permanent wire strainer of a type agreed by the parties.
- Where tie downs to be installed at "Y" standards or at posts using a full length steel standard where there is more than 5 degrees lift angle between posts.
- Stream and Creek Crossings: All crossings other than very minor waterways to have sheep netting hung below the fence so that water may pass without detritus affecting the principle fence. Permanent streams to have a properly constructed flood gate of netting hung from a multiple twisted wire above flood level and attached to strainer posts either side of the stream positioned so as not to be affected by eroding banks.
- Gates to be of galvanised steel and in-filled with galvanised steel or chain mesh galvanised netting. The standard length of gates is to be 2.44 metres (8 feet). Two gates installed together on tracks where used for stock passage and areas used for large numbers of stock (note: no positions have been identified for double gates). In other places as directed one gate to be installed for recovery of stray stock. Where possible to be swung on hinges and secure latches fitted. To be installed at all track crossings and as otherwise directed to facilitate recovery of stray stock.
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture, wooden posts to be Corsican pine treated to NZ Standard specification 3607:1989(NZS).
- Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification appended.
- No mechanical clearing of the lines O-P, W-X, any clearing on these lines to be limited to hand tools. M-N, U-V, only minor mechanical clearing of rocks and earth humps on other low altitude, generally flat lines to be permitted to enable a stock proof boundary fence to be erected. A short length of heavy matagouri beside the creek 700m south of Waterfall creek will require mechanical clearing or considerable hand work. In the case of "Y-Z" complete mechanical clearing of the line on the flat below the terrace (broom) is permitted and done last to minimise spread of weed seed. No mechanical earth disturbance is permitted which would require resource consent under the Resource Management Act near water courses is permitted on any line.
- All machinery to be steam cleaned prior to entry to minimize weed infestation. Any work in the Stour valley downstream of "M" with machinery must be done last due to weed infestation.

(B) Length and location:

S-T 1850m approximately

Type: 7 wire fence - "Wooden Posts and Metal Y's", top wire approximately 1.05m high

Specifications:

- General description: Fence construction shall be ground treated (H4) Corsican Pine round 1.8 metre medium 125mm diameter posts at high points on rocky ridges where possible, alternatively double "Y" metal standards or "T" irons, and on the remainder posts at 20 metre spacing, and metal 5'6" (1.68m) Y standards at not more than 2.85m spacing (6 between posts), six 3.15mm (10g) galvanised high tensile plain wires plus one bottom wire of plain 4mm (8g) galvanised medium tensile wire.
- Wires: to be at conventional spacing and threaded through metal standards with the bottom wire between 100mm and 150mm above the ground. The top wire tied to "Y standards" with 3.15mm galvanised medium tensile wire not less than 1 1/2 turns. At wooden posts the wires to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples. Wire to be strained to a tension recommended by the wire manufacturer. Wires to be placed on the Schedule Three (freehold) side of the posts.
- Strainer posts and assemblies: Round ground treated (H4) Corsican Pine strainer posts to be 2.1 meters with a small end diameter (SED) diameter of not less than 200mm to be fully stayed with horizontal stay assemblies at all corners and angles (inside) 35 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.1 metre length. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- The length of one strain should not be more than 300 meters depending on manufacturer's specifications. Each wire fitted with a permanent wire strainer of a type agreed by the parties.
- Tie downs to be installed at "Y" standards or at posts using a full length steel standard where there is more than 5 degrees lift angle between posts.
- Stream and Creek Crossings: All crossings other than very minor waterways to have sheep netting hung below the fence so that water may pass without detritus affecting the principle fence. Permanent streams to have a properly constructed flood gate of netting hung from a multiple twisted wire above flood level and attached to strainer posts either side of the stream positioned so as not to be affected by eroding banks.
- Gates to be of galvanised steel and in-filled with galvanised steel or chain mesh galvanised netting. Length to be 2.44 meters (8 feet) as directed one gate to be installed for recovery of stray stock. Where possible to be swung on hinges and secure latches fitted. To be installed where marked x on the plan or as directed on site.
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture, wooden posts to be Corsican pine treated to NZ Standard specification 3607:1989(NZS).
- Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification appended.
- No mechanical clearing of the line, any clearing on the line to be limited to hand tools. In rocky areas the fence is to be made stock proof with rock if tie downs are insufficient.
- All machinery to be steam cleaned prior to entry to minimize weed infestation.

(C) Length and location:

Q-R 750m approximately

Type: Deer fence - "Wooden Posts and Deer netting

Specifications:

- General description: Fence construction shall be ground treated (H4) Corsican Pine round 2.7 meter medium 150mm diameter posts at 5 meter spacing where possible and on high ground as required, with deer netting fixed.
- Wires: to be at conventional deer netting, 300mm vertical wire spacing.
- Strainer posts and assemblies: Round ground treated (H4) Corsican Pine strainer posts to be 2.7 meters with a small end diameter (SED) diameter of not less than 200mm to be fully stayed with horizontal stay assemblies at all corners and angles (inside) 35 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.7 metre length. Stays to be 2.7m x 125mm diameter. Where posts are dug in they must be properly footed and rammed.
- The length of one strain should not be more than 300 meter depending on manufacturer's specifications.
- Tie downs to be installed using a full length steel standard where there is more than 5 degrees lift angle between posts.
- Stream and Creek Crossings: All crossings other than very minor waterways to have sheep netting hung below the fence so that water may pass without detritus affecting the principle fence.
- Gates (2) (one at each end or as otherwise specified on site) to be of galvanised steel and in-filled with galvanised steel or chain mesh galvanised netting. Length - 4.2 metres (14 feet).
- Materials: Wire to be to NZ Standard specification 3471:1974(NZS). "Y's" of best quality to be of Australian manufacture, wooden posts to be Corsican pine treated to NZ Standard specification 3607:1989(NZS).
- Fencing to comply with best practice as set out in the LINZ Generic Fencing Specification appended.
- All machinery to be steam cleaned prior to entry to minimize weed infestation. The site is with a generally flat paddock away from streams and no mechanical clearing is permitted.
- **Note:** Any increased cost to erect the deer fence here specified over and above the cost of a seven wire fence as specified in A above to be at the cost of the Holder (Barrosa Station Ltd)

MAINTENANCE

(D) Length and location:

X-S 2200m approximately

Type: Carry out maintenance to the existing standard and wire fence.

Specification: The existing fenceline from the top of the Clent Hills Range (X) running down towards the Blue Duck (S). The first section of it is a flat standard every two meters, five plain 8 gauge wires, one top barb wire in fair to good condition with occasional t-irons at high points. Bottom wire is in need of straining and repair, but galvanising is still quite good on the wires. Some minor rust where it goes through the standards which can be expected. Due to some cattle pressure there are a couple of bent standards by the junction of the fence that drops straight down into the Blue Duck. It is proposed that to ensure stability of this fence against what could be increasing cattle pressure from the proposed freehold side, that a post be put in every 20 meters which would bring the fence to a very good standard.

At the junction where the fence turns at a right angle and drops to the left (looking down hill) down into Blue Duck Stream is the only part where there has been any significant cattle pressure and it is only revealed by one bent standard. It also requires a post for the gate to latch onto to make it more secure. The fence down into Blue Duck Stream is the same structure and at the top in a similar condition. An older sixth wire is noticeable in occasional places below ground level and it would appear the fence has been renewed at some time, as the wire on the ground appears to be older vintage than either the standards or the other wires. Light t-irons have been used at about 14-16 metre spacing's. Further down the fenceline it is evident that the bottom wire referred to above was part of the current fence because the six plain wires are quite evident and in good condition.

In some places there has been damage from either rocks falling from above, or snow, or stock which is inevitable on a fence across a slope, however reconstruction is not warranted as this type of damage will continue periodically and just requires routine maintenance. The installation of a post between the T-irons, at about 14-16 meters would assist in stabilising the fence and is proposed.

Earth disturbance: On the lower 700m of this fence in the area of the damage from rock fall referred to above it may be necessary to clear earth slumping in places to effect repairs. Clearance of material may be done with suitable machinery, preferably using a back acting digger, to the minimum necessary to effect full repairs. No mechanical clearing within 50m of the creek near the bottom end of the fence at "S" other than with hand tools

- All machinery to be steam cleaned prior to entry to minimize weed infestation.

Requirement: Put in a ground treated (H4) Corsican Pine round 1.8 meter medium 125mm diameter post at not more than 20m spacing in the first section from "X" at the top of the Range down to the junction of the fence then, below the junction put in a post or light "T" iron at 14-16m spacing between existing "T" irons. Carry out maintenance to ensure all wires are complete and suitably strained. Install a post to latch the gate at the junction. Check and repair if necessary all creek crossings.

(E) Length and location:

T-d (Stour River) 1800m approximately

Type: Carry out maintenance to the existing standard and wire fence.

Specification: The existing fence line is a 7 wire fence, 6 plain 8 gauge galvanised wire, 1 barb wires, flat standards approximately 2 metres apart, double T-iron on corners. Generally a good fence but needs routine maintenance to repair broken wires in some places and straighten any damaged uprights, but in all other respects is a good sound fence.

Requirement: Walk the whole line and check for damage. Carry out repairs as required to bring the fence to a good serviceable standard. Repair wires and straighten uprights or replace with "Y" standards.

Earth disturbance: This is a low level fence and it may be necessary to clear earth slumping in places to effect repairs. Clearance of material may be done with suitable machinery, preferably using a back acting digger, to the minimum necessary to effect full repairs.

- All machinery to be steam cleaned prior to entry to minimize weed infestation.

(F) Length and location:

V-W 1500m approximately

Type: Carry out maintenance to the existing standard and wire fence.

Specification: The existing fenceline is a 7 wire fence, 6 plain 8 gauge galvanised wire, 1 barb wires, flat standards approximately 2 metres apart, double T-iron on corners. A good fence, in need of routine maintenance, with repair to bottom wire where rusted out and top barb tightened in places, but in all other respects is a good sound fence.

Requirement: Walk the whole line and check for damage. Carry out repairs as required to bring the fence to a good serviceable standard. Repair and replace sections of the bottom wire where damaged, tighten loose wires and straighten uprights if damaged or replace with "Y" standards. No earth disturbance with machinery is permitted.

Appendix 4: Form of Easement to be Created

In Gross Easement: Public Access and Management Access - Version 6

DOCDM-124112 - Barrosa - February 2009

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Access

Land Transfer Act 1952

This page does not form part of the Transfer.

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

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation 133 Victoria Street Christchurch

Auckland District Law Society
REF:4136

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

TRANSFER

Land Transfer Act 1952

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

Land Registration District

Canterbury

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

--	--	--

Grantor Surnames must be underlined

COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998

Grantee Surnames must be underlined

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation

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

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Consideration

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of

Operative Clause

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

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Grantor Signature of Witness _____ (continued on page 4 of Annexure Schedule) Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address
Signature, or common seal of Grantor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Grantee

Approved by Register-General of Land under No. 1995/5003

Annexure Schedule

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

Dated Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Parking Area" means that part of the Easement Area marked Parking Area.
 - 1.3 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.4 "Servient Land" means the land owned by the Grantor and described on page 1.
 - 1.5 "Grantee" means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 and 2.2 only, includes any member of the public.
 - 1.6 "Grantor" means the owner of the Servient Land described on page 1 and includes the Grantor's tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area "c-d" and "e-f" on foot or by non-motorised vehicle powered by a person or persons and in respects to Easement Area "c-d" on or accompanied by horses also.
 - 2.2 To use, stop and park any motor vehicle on the Parking Area at point "e" only.
 - 2.3 To pass and re-pass at any time over and along the Easement Area "a-b", "c-d" and "e-f" on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

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

Dated Page of Pages

Exclusion of Schedules

4. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

Term

5. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

6. The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

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

Dated Page of Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee has the right:
 - 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles and/or gates and/or bridges.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1, 2.2 and 2.3.
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.

Continuation of "Attestation"

Signed for and on behalf of _____)
 Her Majesty the Queen by _____)
 under a written delegation in the _____)
 presence of: _____)

 Witness (Signature)
 Name _____
 Address _____
 Occupation _____

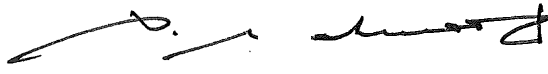
Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

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

Execution Section

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

SIGNED by Brian John
Usherwood pursuant to a
delegation from the **Commissioner**
of Crown Lands pursuant to the
Crown Pastoral Land Act 1998 in
the presence of:



Anthony Hatch

Witness

Solicitor

Occupation

100 Wadestown Rd

Address

Wellington 6012

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

A. Grigg
[name of director]

R. Grigg
[name of director]

Peggy