

Crown Pastoral Land Tenure Review

Lease name: BLAIRICH

Lease number: PM 026

Substantive Proposal

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

January

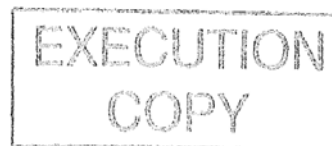
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PROPOSAL FOR REVIEW OF CROWN LAND
Under Part 2 of the Crown Pastoral Land Act 1998

Date: 17th September 2009

Parties

Holder: Blairich Station Limited
C/- Hubbard Church & Co
39 George Street
TIMARU



Commissioner of Crown Lands:

C/- Tenure Review Project Manager
DTZ
PO Box 27
ALEXANDRA

The Land

Lease: Blairich

Legal Description: Sections 7, 9, 10, 11 and Part Section 1 Block XX Taylor Pass Survey District

Area: 3,172.2913 hectares more or less

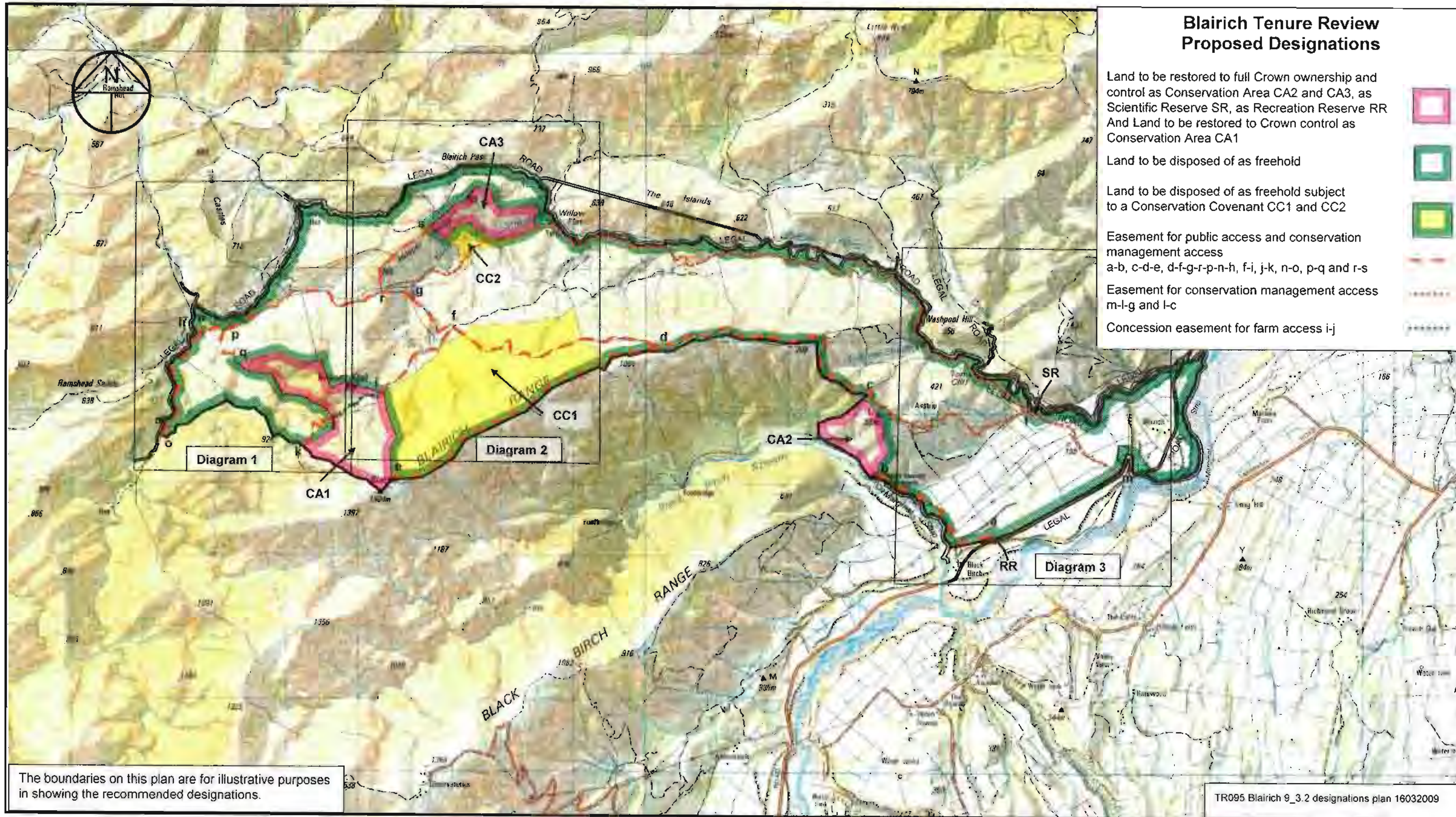
Certificate of Title/Unique Identifier: MB 4B/1158

Summary of Designations

Under this Proposal, the Land is designated as follows:

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

1 The Plan



Blairich

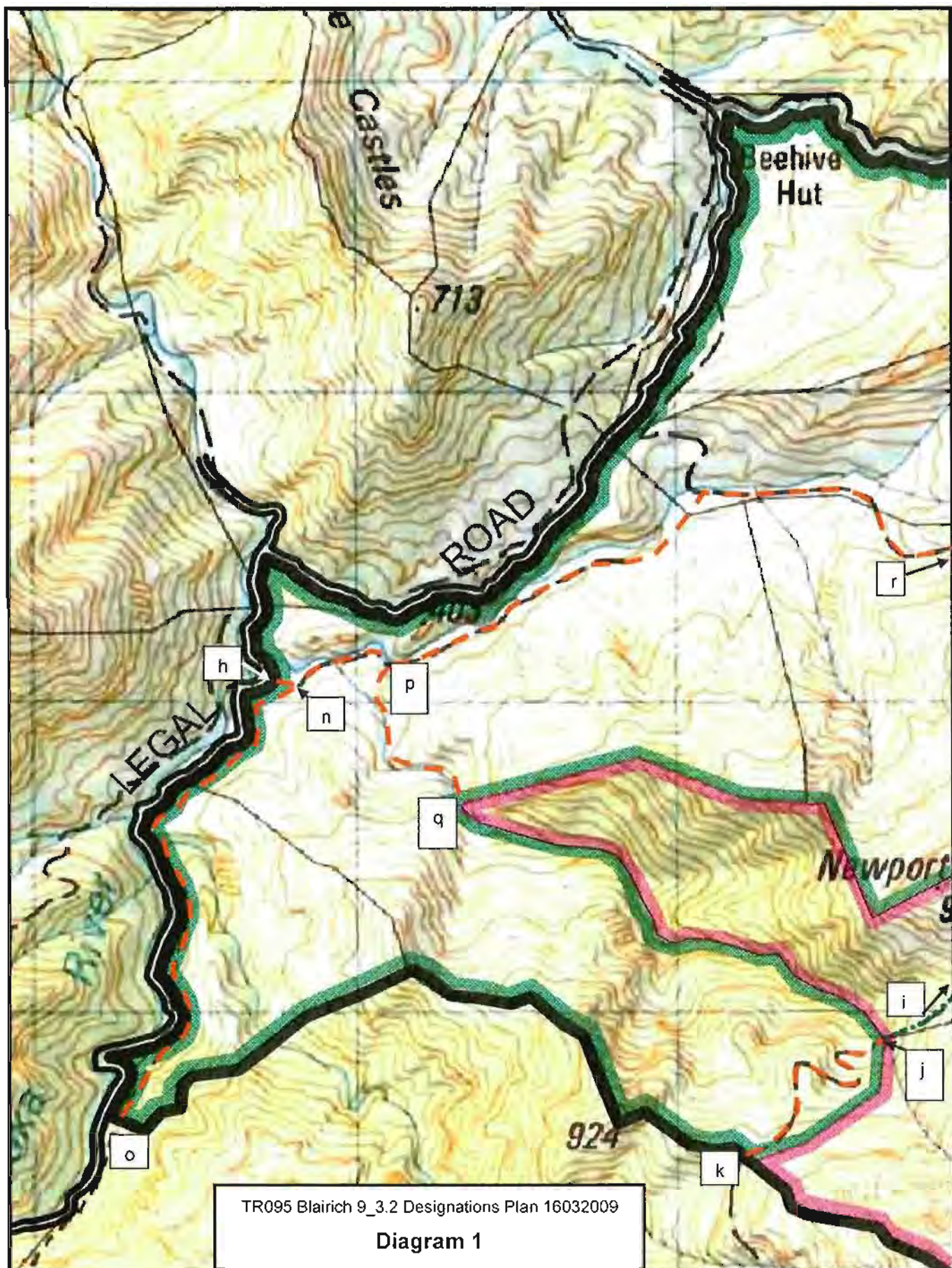
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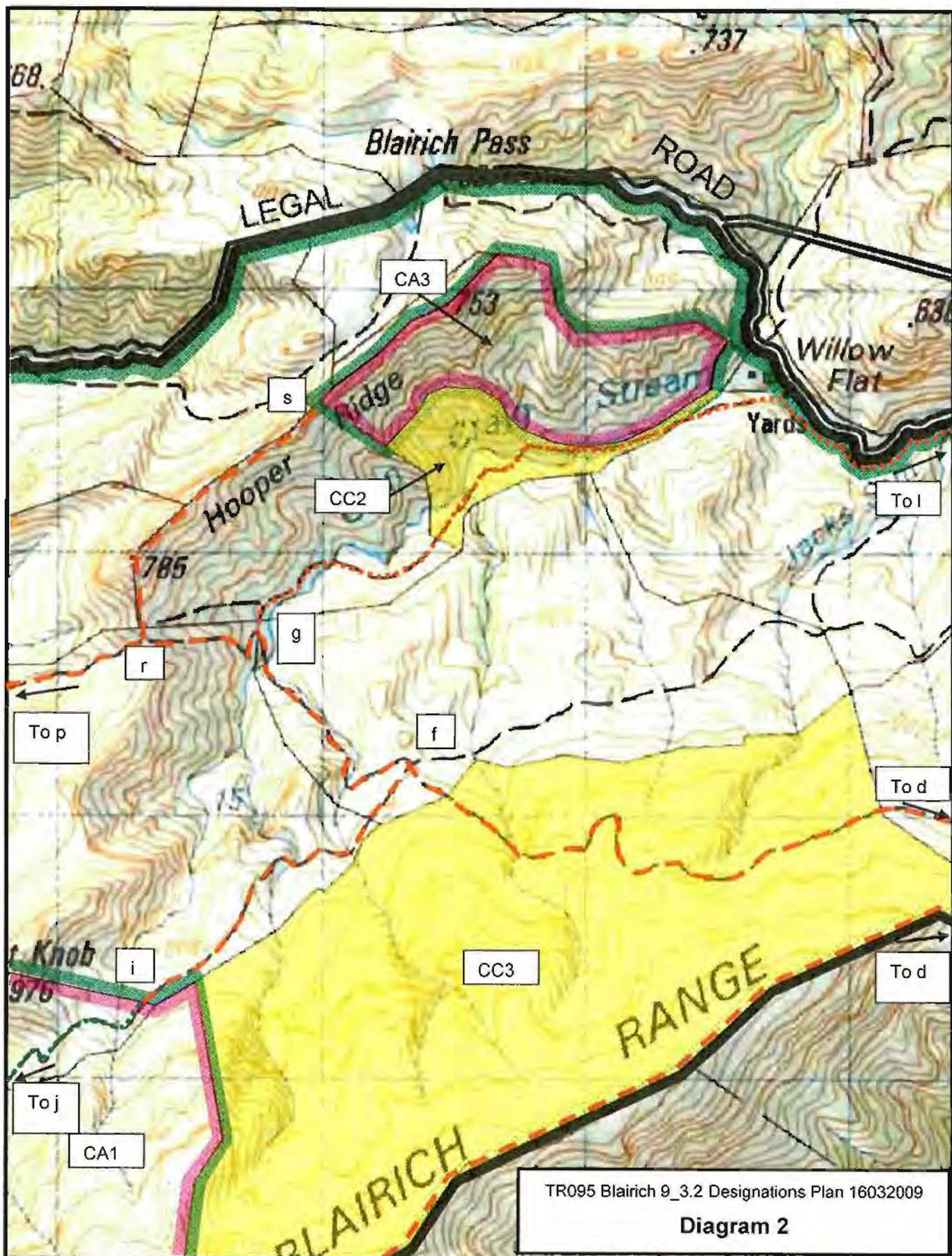
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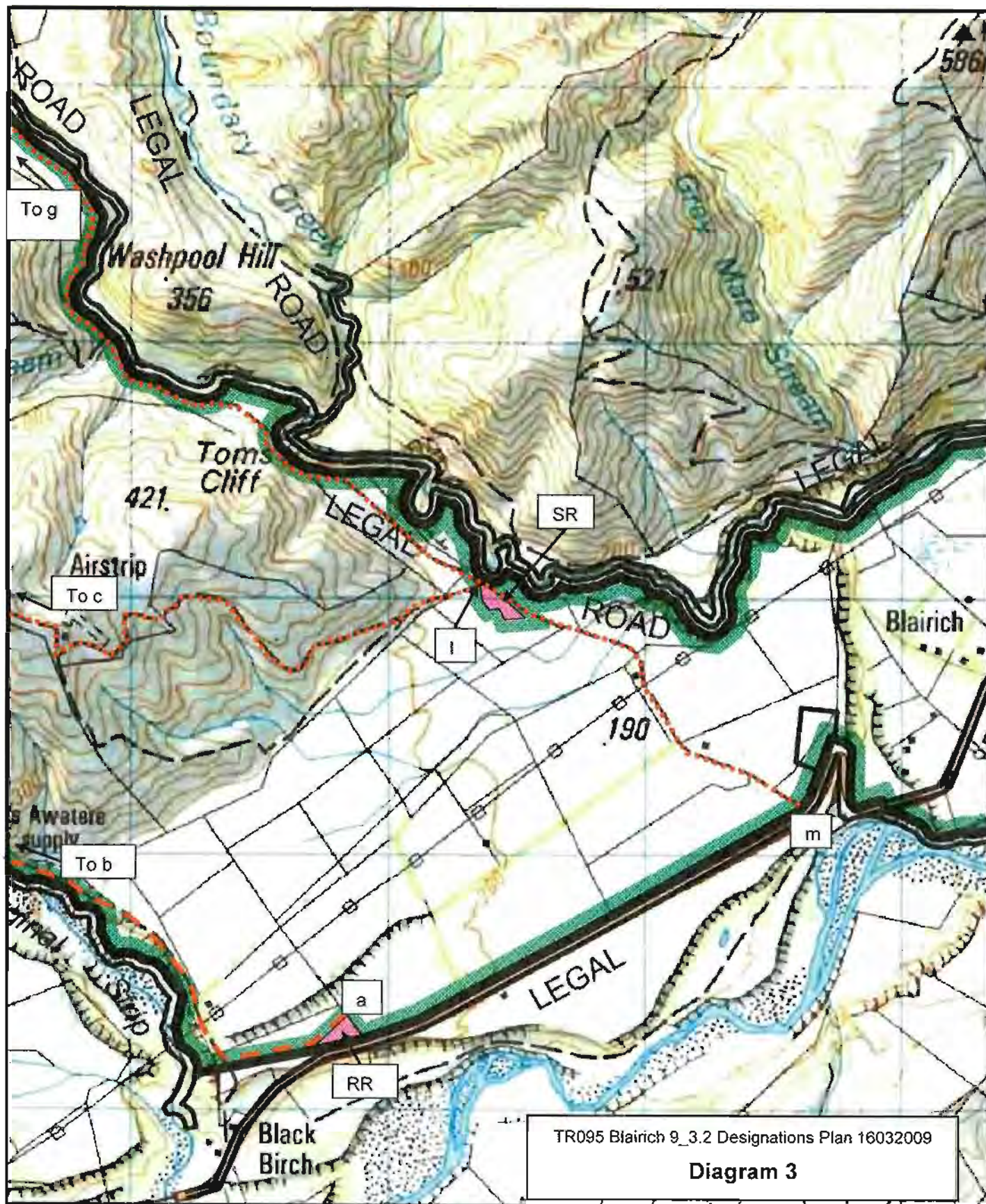


This plan accurately portrays the Blairich pastoral lease boundaries in accordance with the land status certified by the Chief Surveyor on 18/07/01
Peter King, Crown Accredited Supplier

Version	1	2	3	4	5
Marlborough Land District Topographic map 260 - P29	Sheet 1 of 1 Date: 12/03/09				







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" on the Plan; 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 Plan;

- (iv) erect the Fencing over a shorter distance than that shown on the Plan; 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] 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 Plan 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 Plan 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
 - (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 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 Solicitors 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 solicitors 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;

Plan means the plan of the Land showing all designations on page 2 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.

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 marked in pink on the Plan and labelled;

- (a) CA3, being 65 hectares (approximately), (see Diagram 2), and
- (b) SR, being 0.5 hectares (approximately), (see Diagram 3), and
- (c) RR, being 0.3 hectares (approximately), (see Diagram 3).

is designated as land to be restored to or retained in full Crown ownership and control as conservation areas and reserve (held for the purpose of a scientific reserve and a recreation reserve) respectively.

Schedule Two: Provisions relating to the Schedule Two Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in pink on the Plan and labelled CA2, being 60 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to the continuation in force of the following easements:

Transfer 14072: Right to Convey Water in gross in favour of the Marlborough District Council (Attached as Appendix 7)

Transfer 163438: Right to convey Water in gross in favour of the Marlborough District Council (Attached as Appendix 8)

- 1.2 Under this Proposal the land shown marked in pink on the Plan and labelled CA1, being 170 hectares (approximately) is designated as land to be restored to or retained in Crown control as conservation area subject to:

the granting of the concession (shown on the Plan in green and labelled i-j and see Diagrams 1 and 2) substantially as set out in Appendix 4.

2 Information Concerning Proposed Concession

- 2.1 Description of the proposed activity:
Easement Concession for the adjoining landholder along an existing track for farm management purposes and stock access.
- 2.2 Description of area where proposed activity is to be carried out and proposed status:
The easement area marked on the attached plan follows the existing access track through the saddle between Newport Knob and Blairich Mountain on the Blairich Range and is for farm management purposes and stock access. The easement will be across the proposed Conservation Area which extends down from Blairich Mountain and is from one area of proposed freehold land to another area of proposed freehold land.
- 2.3 Description of potential affects of proposed activity and any actions proposed to avoid, mitigate or remedy any adverse affect
The concession over the easement area marked is to allow for stock access and associated farm management purposes from one area of proposed freehold land to another area of proposed freehold land across a Conservation Area which limits practical access to part of the freehold land. Access will be confined to a 4wd track and any effects will be mitigated by the terms of the concession including restrictions on earth disturbance, depositing of materials, lighting of fires and disturbance of waterways.
- 2.4 Details of the proposed type of concession:
An easement concession under S. 17Q (1) Conservation Act 1987.
- 2.5 Proposed duration of concession and reason for proposed duration.

Proposed duration: in perpetuity.

The farm management easement concession is essential to the running of the farming operation and the period of the concession will allow surety for the ongoing operation of the farm.
- 6 Relevant information:

Blairich Station has entered into this review voluntarily. The proposed easement concession is essential for ongoing management of the farm and there will be minimal effect on the area which the easement is to cross.

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 Plan, being 2,876 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 easement shown as a dashed orange line and marked as a-b, c-d-e, d-f-g-r-p-n-h, f-i, j-k, n-o, p-q and r-s on the Plan and substantially as set out in Appendix 5; and
- (d) the easement shown as a dotted orange line and marked as m-l-g and l-c on the Plan and substantially as set out in Appendix 5;
- (e) the covenant (shown on the Plan in yellow and labelled CC1 and CC2) substantially as set out in Appendix 6;
- (f) the continuation in force of the following easements;

Transfer 14072: Right to Convey Water in gross in favour of the Marlborough District Council (Attached as Appendix 7)

Transfer 163438: Right to Convey Water in gross in favour of the Marlborough District Council (Attached as Appendix 8)

Deed of Easement MB 55/104: Right of Way in favour of CT MB 7/204 (Attached as Appendix 9)

Deed of Easement MB 55/117: Right of Way in favour of CT MB 54/75 (Attached as Appendix 10)

Transfer 25626: Right of Way over CT MB 54/57. (Attached as Appendix 11)

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

Length and location:

- 1,400 metres (approximately) and located along the line marked "U - V" on the fencing plan.
- 200 metres (approximately) and located along the line marked "W - X" on the fencing plan.
- 1,400 meters (approximately) and located along the line marked "Q - R" on the fencing plan.
- 750 meters (approximately) and located along the line marked "S - T" on the fencing plan.
- 250 meters (approximately) and located along the line marked "O - P" on the fencing plan.
- 35 meters (approximately) and located along the line marked "M-N" on the fencing plan.
- 200 meters (approximately) and located along the line marked "K - L"
- 2,400 metres (approximately) to be upgraded, located along the existing fence line marked "Y - Z" on the fencing plan.

Type: Seven-wire sheep/cattle fence with T irons or posts

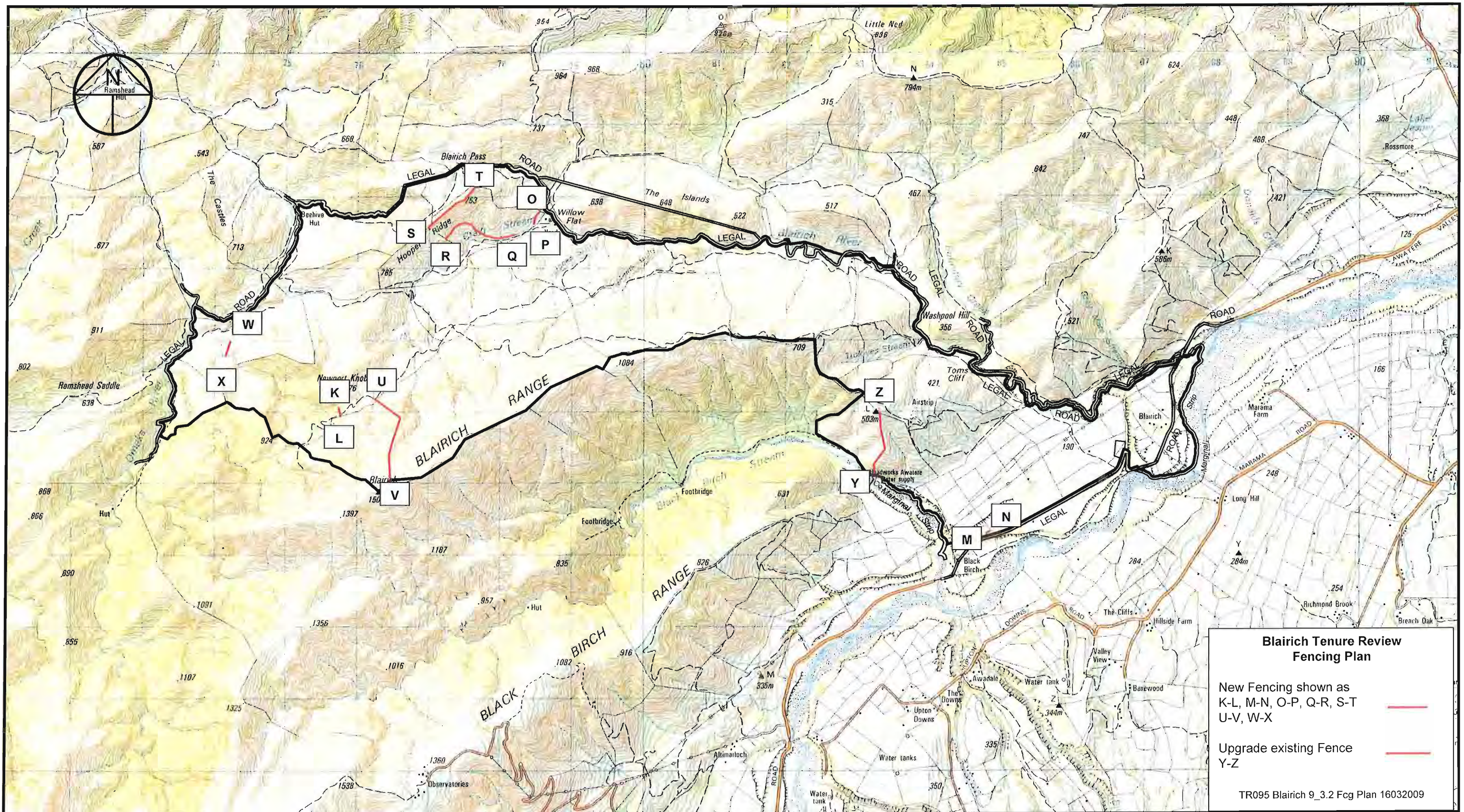
Specifications

- Fence to be constructed of five HT (2.5mm) wires, one barbed on top and one bottom galvanised medium tensile 4mm (No.8) wire, with wires located on the proposed freehold side of the boundary, except where there is a high risk of snow damage where they shall be placed on the leeward side away from the prevailing snow
- 2.4 metre x 200mm treated timber strainers with 2.4m x 125mm treated timber stays to be used for gateways and ends of strains.
- 4.2 metre heavy duty galvanised pipe (e.g. Cyclone Heavy Duty) gates to be erected across vehicle tracks or at appropriate locations in each span indicated above.
- 1.8m x 125mm treated timber posts or T irons to be used, with the maximum spacing between post being a 20 m interval. Posts are to be located on higher points, not low points.
- Six steel Y standards (e.g. Waratah) per 20 metres to be used. Y standards to be mostly 1500mm long with 1350 standards on rocky ground and 1650mm standards on soft ground.
- Y standards back to back may be used instead of posts on high spots and on corners, with tie-backs on tussock country; however this is to be determined prior to construction.
- All strainers to be driven or dug in and rammed and footed with acceptable footing material. No.8 wire to be used on foots. All dips and hollows to be tied down.
- Netting to be hung on creek crossings and left to swing.
- All strainers and angles to be mortised stayed and blocked. Stays to be one-third of the way up posts.
- Tie-backs are permitted on both sides of the fence and should have at least 2 anchor points and a minimum of 2 wires on each.
- All wires to be securely and neatly tied off. Bottom wire to be between 100mm – 150mm above the ground. Line to be benched by hand where required. Most of the line will need to be cleared manually as required.
- Post staples to be 50mm x 40mm galvanised slice pointed barb and be driven well in, while still allowing the wire to run through.
- Strains not to exceed 250 metres and strained to a tension recommended by the wire manufacturer.
- Strainers and angle posts to be dug in to such a depth that 1170mm remains out of the ground.

- Under no circumstances are any strainers, posts or stays to be shortened either prior to or subsequent to their placement in the ground.
- Ratchet strainers (e.g. Triplex) to be used on all strains.
- Droppers to be used near gateways where appropriate.

Fence line Clearance

- No major earthworks is to be undertaken for the clearance of fence lines
- Vegetation clearance is to be limited to hand clearance of vegetation of up to 2 metres in width for the purposes of clearing the fence line.
- All vegetation clearance and earth disturbance is to comply with Rule 30.1.6 - Land Disturbance of the Marlborough District Council Wairau/Awatere Resource Management Plan.



This plan accurately portrays the Blairich pastoral lease boundaries in accordance with the land status certified by the Chief Surveyor on 18/07/01
 Peter King, Crown Accredited Supplier

Blairich

Scale 1:50000



Version	1	2	3	4	5
Marlborough Land District Topographic map 260 - P29	Sheet 1 of 1 Date:12/03/09				

Appendix 4: Form of Easement Concession to be Created

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**BLAIRICH STATION LIMITED
("the Concessionaire")**

**CONCESSION DOCUMENT
UNDER CROWN PASTORAL LAND ACT 1998
(Easement Concession)**



Department of Conservation
Te Papa Atawhai

THIS DOCUMENT is made on this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **BLAIRICH STATION LIMITED**, ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concessionaire**” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.

“**Concession Activity**” means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

“**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation.

“**Document**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

“**Dominant Land**” means the land specified in Item 2 of Schedule 1.

“**Easement**” means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

“**Easement Area**” means that part of the Servient Land specified in Item 3 of Schedule 1.

“**Reserve**” has the same meaning as “reserve” in section 59A of the Reserves Act 1977.

“**Servient Land**” means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

“**Structure**” includes a bridge, a culvert, and a fence.

“**Term**” means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

“**Working Day**” means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor’s consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor’s powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.
- 4.2 Under section 53 of the Crown Pastoral Land Act 1998 the Grantor waives any requirement for rent on the basis that the costs of setting and collecting the rent would exceed any rent which may be collected.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or

- (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or

otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Easement Area is located is to appoint the mediator.

- 14.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

Witness:

Occupation:

Address:

Signed by :

as Concessionaire
in the presence of :

Witness :

Occupation :

Address :

SCHEDULE 1

1. **Servient Land:** (a) The land described as being part of _____ being Conservation Land situated in the Marlborough Land District designated as Conservation Area on the Blairich Range labelled CA1 and delineated in pink on the Plan attached to the Proposal. *(see definition of Servient Land in clause 1.1)*
2. **Dominant Land:** The land described as being _____ situated in Taylor Pass Survey District and described in Certificate of Title _____ (Marlborough Registry) *(see definition of Dominant Land in clause 1.1)*
3. **Easement Area:** (a) The land shown marked in green on the Plan attached to the Proposal and labelled “i-j” having a width of 10 metres. *(see definition of Easement Area in clause 1.1)*
4. **Concession Activity:** The Concessionaire has the right to from time to time and at all times for the Concessionaires, their servants, employees, agents workmen, contractors, licensees and invitees (in common with the Grantor and any other person lawfully entitled so to do) to have the full, free uninterrupted and unrestricted right liberty and privilege from time to time and at all times by day and by night to go pass and repass with motor vehicles and with or without horses, machinery and implements of any kind and with or without farm dogs and farm stock to and from the Dominant Land over and along the Easement Area, but subject to the limitations expressed in this deed, to the intent that the easement hereby created shall forever be appurtenant to the Dominant Land. *(see definition of Concession Activity in clause 1.1.)*
5. **Term:** The concession is granted in perpetuity commencing on the date on which the Surrender of the pastoral lease folio number 4B/1158 (Marlborough Registry) becomes effective pursuant to the Crown Pastoral Lands Act 1998, being theday of 200 *(see clause 3.1)*
6. **Compensation:** \$Nil *(see clause 4.1)*
7. **Public Liability General Indemnity Cover:** *(see clause 12.3)*
8. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 12.3)*
9. **Statutory Liability Insurance** Nil *(see clause 12.3)*
10. **Other Types of Insurance:** Nil *see clauses 12.3)*

11. **Address for Notices:**

(see clause 15)

(a) **Grantor**

Conservator
Department of Conservation
186 Bridge Street
Private Bag 5
Nelson
Ph (03) 546 9335
Fax (03) 548 2805

(b) **Concessionaire**

Blairich Station Limited.
c/o Ron and Sue Small
Awatere Valley Road
Private Bag
Blenheim
Ph (03) 575 7257
Fax (03) 575 7357

SCHEDULE 2

Special Conditions

1. **THE** rights granted under this deed are non-exclusive and are exercisable in common with the Grantor and any other person granted similar rights by the Grantor, whether now or in the future, and without limitation the Grantor may grant the following persons access rights over the Easement Area:
 - i. members of the public for access on foot and with or without mountain bikes;
 - ii any lessee or licensee of the Grantors land

2. **THAT** in exercising the right liberty and privilege take all reasonable care to avoid damage to the soil and vegetation of the land in the easement and in particular will avoid using the easement when conditions such as softening during frost thaw render the land over which the easement is granted particularly vulnerable to damage.

3. **THE** cost and responsibility of any maintenance of the Easement Area shall be borne by the Concessionaire and any other person or person(s) to whom the Grantor has granted similar rights in respect of the Easement Area, according to each persons use of the Easement Area PROVIDED THAT if any repair or maintenance is rendered necessary by the act, neglect, or default of any user or its servants, agents, contractors, workmen, licensees or invitees, then that user shall promptly carry such repair and maintenance and bear the cost of the work PROVIDED THAT the Grantor shall not be required to contribute to the cost of any maintenance in respect to the Easement Area PROVIDED further that any routine maintenance undertaken by the Concessionaire within the existing alignment does not require the prior consent in writing of the Grantor HOWEVER maintenance outside of the existing alignment undertaken by the Concessionaire requires the prior consent in writing of the Grantor.

4. **THAT** the Concessionaire shall ensure that no action by them or on their behalf has the effect of preventing the Easement Area over which the easement is granted being kept clear at all times of obstructions whether caused by parked vehicles, deposit of materials, or any other unreasonable impediment to the use and enjoyment of the said land.

Appendix 5: Form of Easement to be Created

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

DOCDM-214496 – Blairich – October 2007

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.

TRANSEER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
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

Marlborough

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 _____ Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i> Witness name Occupation Address
Signature, or common seal of Grantor	(continued on page 4 of Annexure Schedule)

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)

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 10 metres wide which is marked “[]” on Deposited Plan/S.O. Plan No [].
 - 1.2 “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.
 - 1.3 “Servient Land” means the land owned by the Grantor and described on page 1.
 - 1.4 “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 only, includes any member of the public.
 - 1.5 “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 “a-b”, “c-d-e”, “d-f-g-r-p-n-h”, “f-i”, “j-k”, “n-o”, “p-q” and “r-s” on foot or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement Area “a-b”, “c-d-e”, “d-f-g-r-p-n-h”, “f-i”, “j-k”, “n-o”, “p-q”, “r-s”, “m-l-g”, and “l-c” 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. The Grantee will take all practical steps to advise the Grantor when it proposes to undertake management activity on the easement areas.
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 Ninth Schedule of the Property Law Act 1952 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.
 - 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 and 2.2
 - 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.

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:4135

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

Appendix 6: Form of Covenant to be Created

DATED _____

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

MINISTER OF CONSERVATION
("the Minister")

COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES



Department of Conservation
Te Papa Atawhai

THIS DEED of COVENANT is made the day of

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values specified in Schedule 1.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- “**Act**” means the Reserves Act 1977.
- “**Covenant**” means this Deed of Covenant made under section 77 of the Act.
- “**Director-General**” means the Director-General of Conservation.
- “**Fence**” includes a gate.
- “**Fire Authority**” means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “**Land**” means the land described in Schedule 1.
- “**Minerals**” means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “**Minister**” means the Minister of Conservation.
- “**Natural Water**” includes water contained in streams the banks of which have, from time to time, been realigned.
- “**Owner**” means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

- “**Party**” or “**Parties**” means either the Minister or the Owner or both.
- “**Values**” means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- “**Working Day**” means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Values.

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.2 the planting of any species of tree, shrub or other plant;
- 3.1.3 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.4 any burning, chemical spraying, or sowing of seed;
- 3.1.5 any cultivation, earth works or other soil disturbances;
- 3.1.6 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.7 the damming, diverting or taking of Natural Water;
- 3.1.8 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

- 3.1.9 any other activity which might have an adverse effect on the Values.
- 3.1.10 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.11 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
 - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.3, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

- 5.1 The Minister may;
 - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

6. DURATION OF COVENANT

- 6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

- 8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles

- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

8.5 Acceptance of Covenant

- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

- 9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

- 10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default.
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
 - 11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 2.

13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by _____ acting under a)
delegation from the Commissioner of Crown Lands)
deemed pursuant to section 80(5) of the Crown Pastoral)
Land Act 1998 to be the Owner of the Land for the)
purposes of section 77 of the Reserves Act 1977)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her)
powers under section 117 of the Reserves Act 1977)
as designated Commissioner and acting for and on)
behalf of the Minister of Conservation)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

SCHEDULE 1

1. Description of Land

CC1 – Blairich Range Northern Faces.

All that piece of land containing 350 hectares approximately and shown shaded yellow on the Plan attached to the Proposal and marked as CC1 being part of _____ Taylor Pass Survey District and being part of the Land comprised and described in Certificate of Title _____ (Marlborough Registry)

CC2 – Hooper Ridge Southern Face.

All that piece of land containing 20 hectares approximately and shown shaded yellow on the Plan attached to the Proposal and marked as CC2 being part of _____ Taylor Pass Survey District and being part of the Land comprised and described in Certificate of Title _____ (Marlborough Registry)

2. Address for Service¹

The address for service (including facsimile number) of the Minister is:

Minister of Conservation
C/- Conservator
The Department of Conservation
Private Bag 5
186 Bridge Street
Nelson
Ph: (03) 546 9335
Fax: (03) 548 2805

The address for service (including facsimile number) of the Owner is:

Blairich Station Limited
c/o Ron and Sue Small
Awatere Valley Road
Private Bag
Blenheim
Ph: (03) 575-7257
Fax: (03) 575-7357

3. Values of Land to be Protected

CC1 – Blairich Range Northern Faces.

The land is characterised by the following significant inherent values:

1. Areas of high natural value assessed using PNA Programme criteria for selecting priority natural areas;
 - areas of sub-alpine to upper-montane plant communities representative of the Waihopai Ecological District.
 - diverse indigenous grassland communities including remnant snow tussock grasslands, representative of the northern part of the Waihopai Ecological District.
 - diverse plant communities on ridge-line rock outcrops.
 - good communities of Marlborough plants on rock bluffs, including *Cheesmania fastigiata*; a plant of local distribution.
 - a good altitudinal sequence of plant communities and soils.
2. Habitats of threatened species;
 - important habitat for the eastern falcon and important potential habitat for the

¹ State street address not Post Office Box number.

kea (rare in inland Marlborough).

3. Areas which sustain the most culturally valued attributes (eg. scenic, aesthetic, recreational and historic) and their context within a high country landscape.
 - a very visible part of the property with important landscape values.
4. Areas which make a special contribution to the overall quality, natural functioning and ecological integrity of significant values through linkages and buffers;
 - adjoins and buffers the protected Black Birch Stream catchment to the south.
5. Settings of high natural value for outdoor recreational opportunities in the high country;
 - a popular recreation site and access route on the property;

CC2 – Hooper Ridge Southern Face.

The land is characterised by the following significant inherent values:

1. Areas of high natural value assessed using PNA Programme criteria for selecting priority natural areas
 - shrubland communities representative of the lower-altitude plant communities in the southern part of the Wither Hills Ecological District - probably one of very few such remnants.
 - contains plant communities that represent a transition between the inland mountain ranges of Marlborough and the lower dissected hill country to the north; a transition between two ecological districts (and regions).
 - represents the best riparian (streamside) plant communities on the property in the Blairich catchment.
 - contains a diverse range of plant communities including streamside forests, scattered shrublands, and open rock plant communities;
2. Areas which sustain the most culturally valued attributes (eg. scenic, aesthetic, recreational and historic) and their context within a high country landscape:
 - it is a scenic area containing interesting landforms and an attractive mix of vegetation types;

All the above values being particularly described in the Department of Conservation Resource Report to the Commissioner of Crown Lands dated 30 August 2001.

SCHEDULE 2**Special Conditions Relating to CC1 – Blairich Range Northern Faces.**

1. The Owner may graze the Covenant Area with a maximum of 2000 ewes for a maximum of three months total during the period of 1 January to 31 July in any one year.
2. The Owner may graze the Covenant Area with a maximum of 60 cattle for a maximum of four months total at any time during any one year. Management to avoid cattle grazing above 1000 metres altitude is to be maintained.
3. The Owner may topdress with superphosphate on the Covenant Area up to 1000metres altitude, except for a 20 metre margin along the edge of any river or stream which is to be avoided.
4. The Owner shall manage the grazing of the area to minimise any adverse affects on the significant inherent values of the area as identified in Schedule 1.
5. The Minister may design and undertake a monitoring programme for the covenant area:
 - (a) to ensure that the ecological integrity of the area is maintained .
 - (b) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.

The monitoring programme will be reviewed at 3 yearly intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition agreement of the landowner may be sought to alter stock access conditions. The Minister and landowner shall act in good faith in protection of the values in the covenant area but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

Special Conditions Relating to CC2 – Hooper Ridge Southern face.

6. The Owner may periodically graze the Covenant Area and use parts of it as stock access ways but must not adversely affect the significant inherent values of the area as identified in Schedule 1.
7. The Minister may design and undertake a monitoring programme for the covenant area:
 - (c) to ensure that the ecological integrity of the area is maintained .
 - (d) to enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.

The monitoring programme will be reviewed at 3 yearly intervals. If in the opinion of the Minister there is a deterioration in the condition and extent of the ecological condition agreement of the landowner may be sought to alter stock access conditions. The Minister and landowner shall act in good faith in protection of the values in the covenant area but if agreement cannot be reached clause 11 (Disputes Resolution Process) shall take effect.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

**CONSERVATION COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES**

Solicitor for the Minister

**COMMISSIONER OF CROWN
LANDS**

to

MINISTER OF CONSERVATION

**Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH**

Appendix 7: Copy of Transfer 14072 Right to Convey Water

Stamp Duty
1/11/43
W. Wall

(APPROVED BY THE DISTRICT LAND REGISTRAR, MARLBOROUGH, No. 19341)

New Zealand

A. O. NATHAN
SOLICITOR
BLLENHEIM.

14072 TE

Incl 4818

MEMORANDUM OF TRANSFER

TE 14072

Copy - 01/81, Pgs - 007, 18/07/07, 16:51



Incl 4818

W. Wall
W. Wall

WHEREAS ^{JOHN} STANLEY JOSEPH GOULTER and HAROLD OAKLEY GOULTER both of Blairich in the provincial district of Marlborough and Dominion of New Zealand Sheepfarmers (hereinafter together referred to as "The Grantors") are registered as the proprietor

of an estate in fee simple subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon in these pieces of land situated in the provincial district of Marlborough ~~XXXXXX~~ being FIRST that piece of

land containing ³⁴⁶⁰ ~~xxxx~~ acres 1 rood 6 perches more or less being Section 23 parts of Sections 1 and 2, parts of Sections 42, 43, 44, 45 and 78 Square 39, Section 47 Square 42, Sections 87, 88, 89, 90 and 91 and part Section ⁹⁹ ~~xx~~ Blairich Run District of Awatere and Section 12 and parts Sections 11, 13 and 14 Block II District of Wakefield Downs being the balance of the land comprised in Certificate of Title (limited as to parcels and title) entered in Register Book Volume 37 folio 79

SUBJECT to outstanding Deed of Mortgage Registered No. 26956 to the Public Trustee AND SECONDLY that piece of land containing 4771 acres 2 roads 19 perches more or less being Section 25 and part Section 24 Block II parts Sections 1 and 2 of Sections 42, 43, 64 and 65 Square 39, Sections 79, 80, 81, 82, 83, 84, 85, 86, 92, 93, 94, 95, and 96 and parts of Section 97, 98 and 99 Blairich Run all in the district of Awatere several of the boundaries of the said land being more particularly shown on plan deposited in the Land Registry Office at Blenheim under No. 783 and being the whole of the land comprised in Certificate of Title (limited as to parcels and title) entered in Register Book Volume 37 folio 58 SUBJECT to the said outstanding Deed of Mortgage Registered No. 26956

AND WHEREAS the Chairman, Councillors and Inhabitants of the County of Awatere a body corporate under the provisions of the Counties Act, 1920, (hereinafter referred to as "the Corporation") being desirous of obtaining water from part of the said lands and conveying the same across the said lands has requested the Grantors to grant to the Corporation such rights in respect of the said lands as are hereinafter expressed which they have agreed to do NOW THESE PRESENTS WITNESS as follows, that is to say:-

3540-1-6
80-0-0
3460-1-6

W. Wall

W. Wall



W. Wall
W. Wall

1. IN PURSUANCE of the said agreement and in consideration of the rights and privileges hereinafter granted by the Corporation to the Grantors and of the premises the Grantors do hereby TRANSFER AND GRANT to the Corporation in perpetuity the following rights and privileges, that is to say:-

FIRST full and exclusive right and liberty to and for the Corporation to take and use for the purposes for which it is authorised to use the same all the water which from time to time may be in or upon or under ALL THAT piece of land containing two acres and three roods (2ac,3ro,0per) more or less being part Section 88 Blairich Run District of Awaters which piece of land is delineated and more particularly described on the plan annexed hereto and therein coloured yellow whether such water is or shall be in springs wells ponds or streams or oozing or percolating above or under ground and whether in a defined or known channel or otherwise howsoever

SECONDLY full power and authority to and for the Corporation to construct lay down and make and to maintain on the said piece of land containing two acres three roods (whether wholly on the said piece of land or partly on the said piece of land and partly on adjoining lands) a reservoir collecting tanks filtering bed and other headworks pumps mains service overflow and other pipes or aqueducts as may be required by the Corporation

THIRDLY ^{full power and authority} to construct and lay and to maintain a line or lines of pipes for the purpose of conveying and to convey therein water over and along a strip of land 100 links wide across the lands hereinafore described such strip of land having a width of 50 links on each side of the line drawn on the plan annexed hereto and therein coloured blue

FOURTHLY for all the purposes aforesaid and for the purpose of examining repairing or relaying the said reservoir filtering bed collecting tanks pipes mains service overflow and other pipes aqueducts and works which may be constructed and laid down by the Corporation in upon under or through the said lands or any part thereof or of constructing laying down or substituting any new or other reservoir filtering bed tanks pumps mains pipes aqueducts or works in lieu of any previously laid down or constructed FULL POWER and liberty to the Corporation its surveyor officers and workmen either with or without horses carts and other vehicles and machinery to enter on the said lands or any part thereof and to take possession of use and occupy such portion or portions of the said lands and for such time as may be necessary for the purposes aforesaid.

FIFTHLY for the purpose of exercising and enjoying the rights and liberties aforesaid full right and power at any time or times to dig bore and break up the surface sink wells or shafts cut construct make and lay drains channels tunnels sluices aqueducts pipes and culverts divert streams and do all other works and things necessary or suitable for enabling the Corporation to impound collect and take the said water and convey the same across and from the said lands

TO HOLD and enjoy the said rights and liberties hereinbefore expressed to be hereby granted unto the Corporation in perpetuity.

Image Quality due to Condition of Original

Handwritten initials and marks



Handwritten initials and marks

2.- AS CONSIDERATION for the transfer and grant of rights and liberties hereinbefore contained the Corporation doth hereby grant to the Grantors the right in perpetuity to take water from the waterworks mains and pipes constructed or laid by the Corporation on or over the said lands in exercise of the said rights and liberties through two pipes not exceeding one inch in diameter such pipes to be connected to the mains and installed by the Grantors at their own expense under the supervision and to the satisfaction of the Engineer or Supervisor appointed by the Corporation pursuant to its Bylaw relating to its water supply such water to be supplied by the Corporation to the Grantors free of charge.

3.- THE CORPORATION to the intent that its obligations may continue so long as these presents and the rights and liberties hereby granted shall subsist doth hereby covenant with the Grantors as follows:-

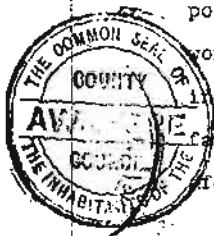
(a) That the Corporation in the exercise of the powers and authorities aforesaid will do as little damage as may be to the lands of the Grantors or to the trees crops or vegetation thereon and will make and give to the Grantors full compensation for any loss or damage which they shall or may incur or sustain by reason of any works or operations of the Corporation under the powers and authorities aforesaid.

(b) That the Corporation after making any excavation or executing any work hereinbefore authorised will at its own expense as soon as conveniently may be restore the surface of the ground as nearly as is reasonably possible (having regard to the nature and purposes of such excavation or work and the safety of the works executed by the Corporation) to the state in which it was before such excavation or work was made or executed but so far only as such surface shall not be required for any of the purposes aforesaid.

(c) That the Corporation will at all times keep the said works in good and substantial repair damage by earthquake act of God or the King's enemies excepted.

(d) That the Corporation will exercise due and reasonable care and skill in the exercise of the rights and liberties hereby granted and will avoid doing any unnecessary damage to the said lands.

(e) That the Corporation will keep the Grantors indemnified against all actions claims costs and damages that may be lawfully brought made or claimed against the Grantors by any person by reason of the escape from the said lands or from the Corporation's works of any water collected or impounded on the said lands by the Corporation or contained in any of the Corporation's works whether such escape be due to want of repair of the said works or to any other cause whatsoever or by reason of the diversion or impounding of the waters of any spring stream or watercourse rising in or flowing through under or past the said lands or by reason of any other thing done or omitted by the Corporation upon or concerning the said lands and waters.



4.- IT IS HEREBY agreed that if the Corporation shall at any time hereafter make default in the performance or observance of any of the covenants or conditions hereinbefore contained and on the part of the Corporation to be observed and performed and shall not make good such default within six calendar months after receiving from the Grantor a notice in writing requiring the Corporation to make good such default the Corporation will pay to the Grantors reasonable compensation for all loss or damage suffered by the Grantors by reason of such default and in the event of the parties failing to agree on the amount of such compensation or the Corporation failing to pay the same forthwith after the amount thereof shall have been ascertained the Grantors shall be entitled to recover the same in any Court of competent jurisdiction.

5.- THE GRANTORS to the intent that their obligations may continue so long as these presents and the rights and liberties hereby granted shall subsist do hereby covenant with the Corporation in manner follows:-

(1) That the Grantors will not divert or in any way interfere with the Birch Stream at any point above the intake of the pipe-line constructed or laid down by the Corporation.

(2) That the Grantors will not do any act or thing which shall directly or indirectly prevent or diminish or prejudicially affect the quantity or quality of the water coming or percolating or which ferbut for such act or thing would come or percolate to the said lands coloured yellow on the plan annexed hereto.

(3) That the Corporation performing and observing the covenants on its part and conditions herein contained may peaceably enjoy the rights and liberties hereby granted without any interruption by the Grantors.

6 (6) THESE PRESENTS shall bind and enure for the benefit of the Corporation and its successors and the Grantors their heirs executors administrators and assigns respectively.

IN WITNESS whereof these presents have been executed this eighteenth day of May One thousand nine hundred and forty-two three

W.M. (S) day of May One thousand nine hundred and forty-two three
B.P.G. (S) SIGNED by the said Stanley Joseph
Goulter in the presence of:-

S.J. Goulter

Eighteenth
May
1942
W.M.

W.M. (S) SIGNED by the said Harold Oxley
Goulter in the presence of:-

Harold O. Goulter

THE COMMON SEAL of the Chairman,
Councillors and Inhabitants of
the County of Akwera was hereto
affixed by and in the presence of:

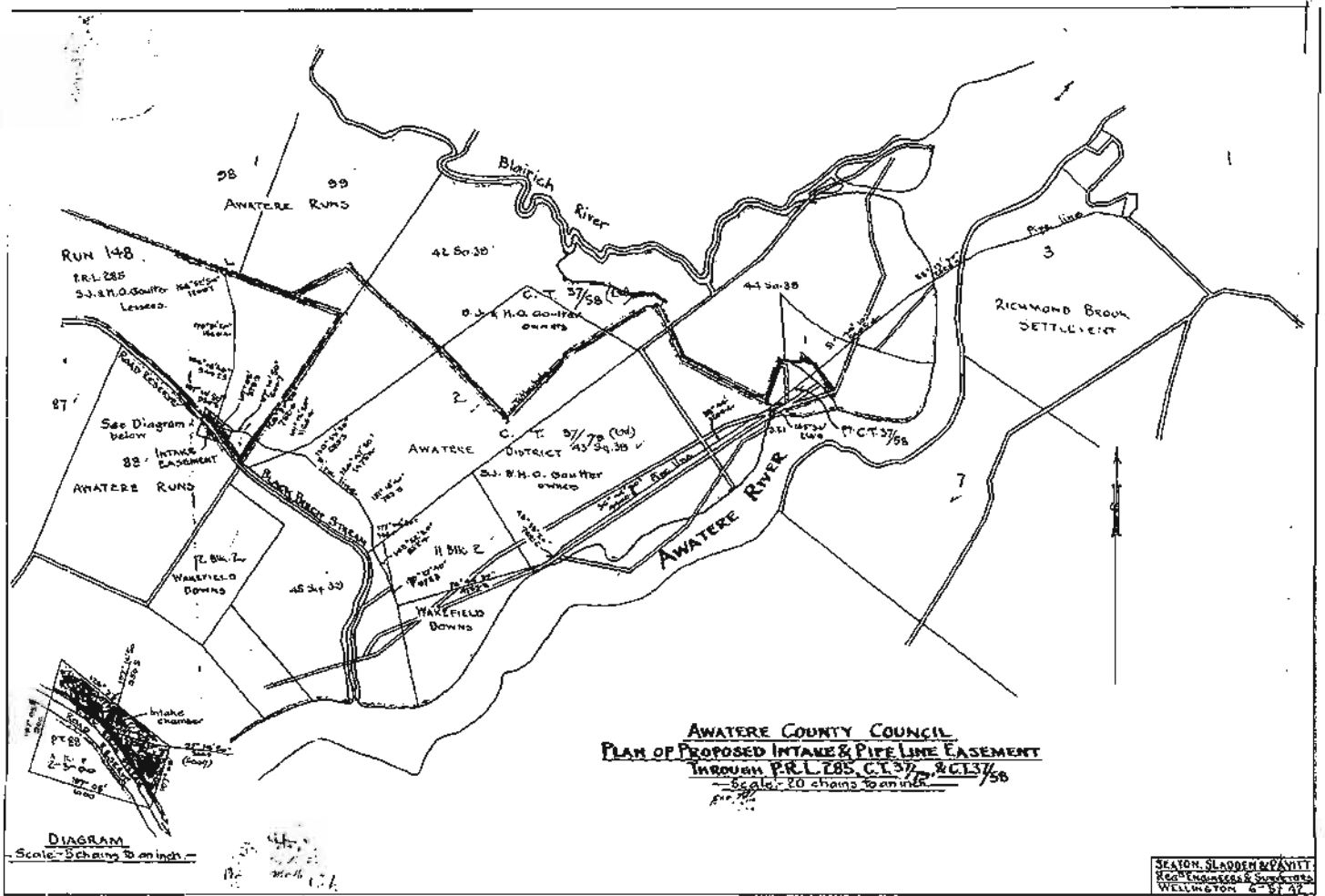


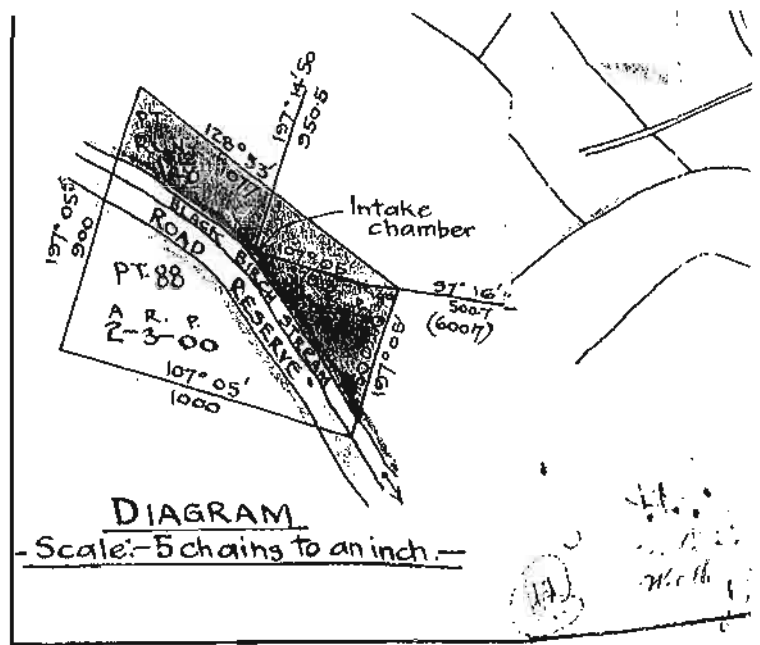
W. Merrifield
B.P. Bainford

Two Councillors

J.W. Hooley

County Clerk.





No. 114072
TRANSFER

of
situated in

Correct for the purposes of the Land Transfer Act.

Certified that no alien within the meaning of the Aliens Emergency Regulations, 1940, acquires any interest under the within instrument

S. J. AND H. O. GOULTER Transferor

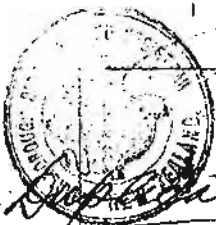
WATERS COUNTY COUNCIL Transferee

[Signature]
Solicitor for the Transferee.

25378 Transfer partial surrender of within easement The Blenheim Councilors and Inhabitants of the County of Waters to Her Majesty the Queen produced 29/6/1956 at 11am [Signature] DLR

Particulars entered in Register Book

Vol. 37 Folio 58449
the 21st day June
1943 at 2.3 o'clock



[Signature]
District Land Registrar
of the District of Marlborough.

The Public Trustee as mortgagee under and by virtue of outstanding Deed of Mortgage No. 26956 Marlborough Registry hereby consents to the within written transfer.

DATED at Blenheim this 17th day of June, 1943.

SIGNED by the Public Trustee by the District Public Trustee for Blenheim and sealed with the latter's seal of office in the presence of:-

The Public Trustee,
by [Signature]
District Public Trustee for Blenheim.

[Signature]
Director
Blenheim



[Signature]

A.C. NATHAN
SOLICITOR
BLENHEIM

*12/21/6/59
2.3*

Appendix 8: Copy of Transfer 163438 Right to Convey Water

163438 TE

MEMORANDUM OF TRANSFER

Marlborough Land Registry Office

WHEREAS JOHN LLOYD COOPER of Blenheim, Farmer and **JULIET ALICEON COOPER** his wife as tenants in common in equal shares

(hereinafter called the ^{First} Transferors) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	LICENCE *	MORTGAGE	ENCUMBRANCE
			(Delete those which do not apply)		* Pursuant to DPF 284
	CI		AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.	
3B/193			790.2357 ha	Lot 1 D.P 4909, Section 8 Block XX Taylor Pass SD, Section 1 SD 6591 SUBJECT TO: Section 8 of the Mining Act 1971 and Section 168A of the Coal Mines Act 1925, Pipeline Easement created by Transfer 14072, Mortgage 99916.5, 99916.6, 99916.7, 108217.2, 112148.1 and 146617.2, Gazette notice 147931.	

ENCUMBRANCES, LIENS AND INTERESTS

***RALPH**

AND WHEREAS H F COOPER LIMITED at Blenheim as to an undivided one half share and **EDWARD ROSS BEECH** of Stronsay, Farmer and **NEAL ROSS IBBOTSON** of Blenheim, Farm Management Consultant as to an undivided one half share. (hereinafter referred to as ("the second Transferors")) hold an estate of Leasehold created by and held pursuant to Pastoral Lease Number P26 in 3740.2913 hectares being Sections 7, 9, 10, 11 and Part Section 1 Block XX Taylor Pass Survey District all Certificate of Title Volume 4B Folio 1158 **SUBJECT TO** Mortgage 99364.1 Land Improvement Agreement 120061 and Mortgage 140751, Section 8 of the Mining Act 1971 and Section 5 of the Coal Mines Act 1979 .

AND WHEREAS the Transferors wish to grant the **MARLBOROUGH DISTRICT COUNCIL** an Easement in Gross to Convey Water in respect of the Black Birch Water Scheme

NOW THEREFORE THESE PRESENTS WITNESSETH THAT and in consideration of the sum of **ONE DOLLAR** paid to the first and second Transferors by the **MARLBOROUGH DISTRICT COUNCIL** (hereinafter referred to as "the Council") (the receipt of which is acknowledged) the first Transferors transfer and grant to the Council an Easement in Gross granting forever the rights :-

1. **TO** Convey Water through ^{that} those parts of the first described land marked ^{"E"} ~~A, B, C and D~~ on Deposited Plan 7231 Marlborough Registry (hereinafter referred to as "the specified area").
2. **TO** dig, construct and lay pipelines through the specified area.
3. **TO** inspect, repair, cleanse, dig up, alter, enlarge, renew or replace those pipelines.

4. **FOR** the purposes of this grant for the Council's agents, servants, workmen and employees with or without vehicles to enter upon the specified area and generally to do all things necessary or convenient for the full exercise of the rights granted by this instrument.

AND these presents further Witnesseth that the second transferors hereby transfer and grant to the Council an easement in gross granting forever the rights:-

1. **TO** Convey Water through that part of the second described land marked ^{"A", "B", "C" and "D"} ~~as~~ on Deposited Plan 7231 Marlborough Registry (hereinafter referred to as "the specified area").

2. **TO** dig, construct and lay pipelines through the specified area.

3. **TO** inspect, repair, cleanse, dig up, alter, enlarge, renew or replace those pipelines.

4. **FOR** the purposes of this grant for the Council's agents, servants, workmen and employees with or without vehicles to enter upon the specified area and generally to do all things necessary or convenient for the full exercise of the rights granted by this instrument.

COVENANTS:

1. **THE** Council covenants with the first and second Transferors that upon exercising of any of the rights the Council shall:-

- (a) Cause as little damage as possible to the specified area and the occupiers thereof.
- (b) Restore the specified area as near as reasonable possible to its previous condition.
- (c) Make good at the Council's expense any damage done by the actions of the Council to buildings, erections and fences of the Transferors, the Licensee and the Lessee.
- (d) Ensure that any pipelines laid pursuant to this transfer are laid underground.

2. **THE** first and second Transferors, their Executors, Assigns and Successors in title covenant with the Council that they shall not at any time do anything which will prevent or interfere with the free passage of water through the pipelines or prevent or interfere with the full use and enjoyment of the Council of the rights created by this instrument.

IN WITNESS WHEREOF these presents have been executed this ^{5th} ~~28th~~ day of May 1992

SIGNED by the said
JOHN LLOYD COOPER and
JULIET ALICEON COOPER

as Transferors
in the presence of:-

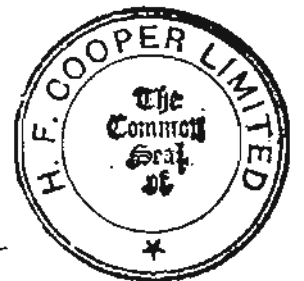
[Handwritten signatures of witnesses]
Solicitor
Blender

} *[Signature]*
} *[Signature]*
} J.C. Cooper.

THE COMMON SEAL of
H.F. COOPER LIMITED

as Transferor was
hereunto affixed
in the presence of:-

} *[Signature]*
} Director.
} *[Signature]*
} Secretary



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Paula Adele SEARLE of Napier, Consultant

HEREBY CERTIFY -

1. THAT by Deed dated the 27th day of April 1989 copies of which are deposited in the Land Registry Offices at -

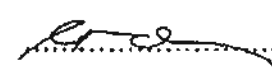
- AUCKLAND (North Auckland Registry) and there numbered C001437.
- BLenheim (Marlborough Registry) and there numbered 146773.1.
- CHRISTCHURCH (Canterbury Registry) and there numbered 804898/1.
- DUNEDIN (Otago Registry) and there numbered 730368/1.
- GISBORNE (Poverty Bay Registry) and there numbered 174826.1.
- HAMILTON (South Auckland Registry) and there numbered 878068.2.
- HOKITIKA (Westland Registry) and there numbered 082408.
- INVERCARGILL (Southland Registry) and there numbered 163397.2.
- NAPIER (Hawke's Bay Registry) and there numbered 511491.1.
- NELSON (Nelson Registry) and there numbered 289066.1.
- NEW PLYMOUTH (Taranaki Registry) and there numbered 360964.1.
- WELLINGTON (Wellington Registry) and there numbered B007299.1.

LANDCORP INVESTMENTS LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was a Consultant of LAND CORPORATION LIMITED at Wellington.

3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LANDCORP INVESTMENTS LIMITED or otherwise.

SIGNED at Napier
this 19 day of June
1992.

)
) 

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, MARION ROSE BURNEY of Blenheim, Property Officer

HEREBY CERTIFY -

1. That by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

BLENHEIM (Marlborough Registry) and there numbered 136439
NELSON (Nelson Registry) and there numbered 269962.1

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Property Officer of the Blenheim Branch of the said Corporation.
3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at Blenheim this 5th)
day of May 1992.)

.....*M. Burney*.....
Property Officer

[Signature]
~~*ROSS~~
~~*RALPH~~

SIGNED by the said
EDWARD ~~ROSS~~ BEECH and
NEAL RALPH IBBOTSON

as Transferors
in the presence of :-

[Signature]
LEGAL EXECUTIVE TO
RADICH DEW & PARTNERS
SOLICITORS

[Signature]
[Signature]

HER MAJESTY THE QUEEN as Lessor ~~and Licensor~~ **HEREBY CONSENTS** to the within written transfer

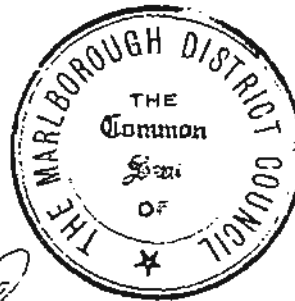
SIGNED for and on behalf of
HER MAJESTY THE QUEEN
pursuant to a Deed lodged with
the District Land Registrar
as Number 136439
LAND CORPORATION LIMITED

by its Attorney:
MARION ROSE BURNEY

in the presence of:- *[Signature]*
Property Office
Land Corporation Ltd, Blenheim

[Signature]

THE COMMON SEAL of
MARLBOROUGH DISTRICT COUNCIL
was hereunto affixed in
the presence of:-



[Signature]

[Signature]

LANDCORP INVESTMENTS LIMITED as Licensor **HEREBY CONSENTS** to the within written transfer

SIGNED by LANDCORP INVESTMENTS LIMITED
by its Attorney Paula Adele Searle
in the presence of:

LANDCORP INVESTMENTS LIMITED
by its Attorney

Witness: *Paula Adele Searle*
Occupation: *Consultant*
Address: *Landcorp Ngāro*

[Signature]

Correct for the purposes of the Land Transfer Act.

Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Solicitor for the Transferee

Particulars entered in the Register at the date and at the time recorded below.

District Assistant Land Registrar of the District of

TRANSFER

10.55 29.MAY92 1-63438
 PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY MARLBOROUGH
 ASST. LAND REGISTRAR
 38/143
 48/1155

DISTRICT LAND REGISTRY
 MARLBOROUGH, N.Z.



Appendix 9: Copy of Deed of Easement MB55/104 Right of Way



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



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier MB55/104
Land Registration District Marlborough
Date Registered 29 June 1956 11:00 am

Type Deed of easement under s60 Land Act
1948
Legal Description Part Section 1 Block I Taylor Pass Survey
District

Original Proprietors
Her Majesty the Queen

Interests
5070317.1 Departmental Dealing correcting the Legal Description from Part Section 1 Block I Taylor Pass Survey District to Part Section 1 Block XX Taylor Pass Survey District.- 10.8.2001 at 3:30 pm

REGISTER

LAND & DEEDS	Name of Party	R. J. O'G
	Street	29 JUN 1956
	Town	Marlborough
	Foot & ...	19 1
	Abstract No.	1115

Registered in Register Book Volume 55 Folio 104
 PARTICULARS ENTERED IN REGISTER-BOOK

VOL 37/204
 THIS 29th DAY OF June 1956



WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantor") is the Owner of all that strip of land of a general width of 100 links being part of Section 1 Block XX Taylor Pass Survey District being Crown land and which is more particularly described and delineated on the plan attached hereto and thereon coloured yellow (hereinafter called "the servient tenement") AND WHEREAS ROGER CHRISTIAN GRIGG of Meadowbank Marlborough Sheepfarmer (hereinafter with his executors administrators and assigns called "the Grantee") is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon of that parcel of land situate in the Provincial District of Marlborough containing 2137 acres more or less the boundaries whereof are shown on Deposited Plan Number 1120 and being all the land comprised in Certificate of Title Volume 37 Folio 204 (Marlborough Registry) SUBJECT to Mortgages Nos. 11170 and 16006 to the Bank of New Zealand (hereinafter called "the dominant tenement") AND WHEREAS the dominant tenement adjoins the servient tenement AND WHEREAS the grantor has agreed to give and grant to the grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESS that in pursuance of the premises and of the said agreement and in consideration of the covenants and conditions hereinafter contained THE GRANTOR DOTH HEREBY GIVE AND GRANT to the grantee his executors administrators and assigns and his tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of driving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such easement of right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any easement of right-of-way over the servient tenement or any part thereof) TO THE INTENT that such easement of right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof
- (2) The grantor shall be entitled to erect at her own cost any subdivisional fence or fences across the said right-of-way as may be required by her but in so doing the grantor will erect at her own cost a suitable gate or gates where such fence or fences intersect the said Right-of-way
- (3) Each of the parties hereto shall keep all gates now or hereafter erected on the said Right-of-way securely closed and fastened and all such gates shall be properly maintained at the cost of the grantor except boundary gates where the said Right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto.

IN WITNESS whereof these presents have been executed this 27th day of June One thousand nine hundred and fifty-six.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTERED UNDER THE PROVISIONS OF SECTION 115A LAND TRANSFER ACT 1952.

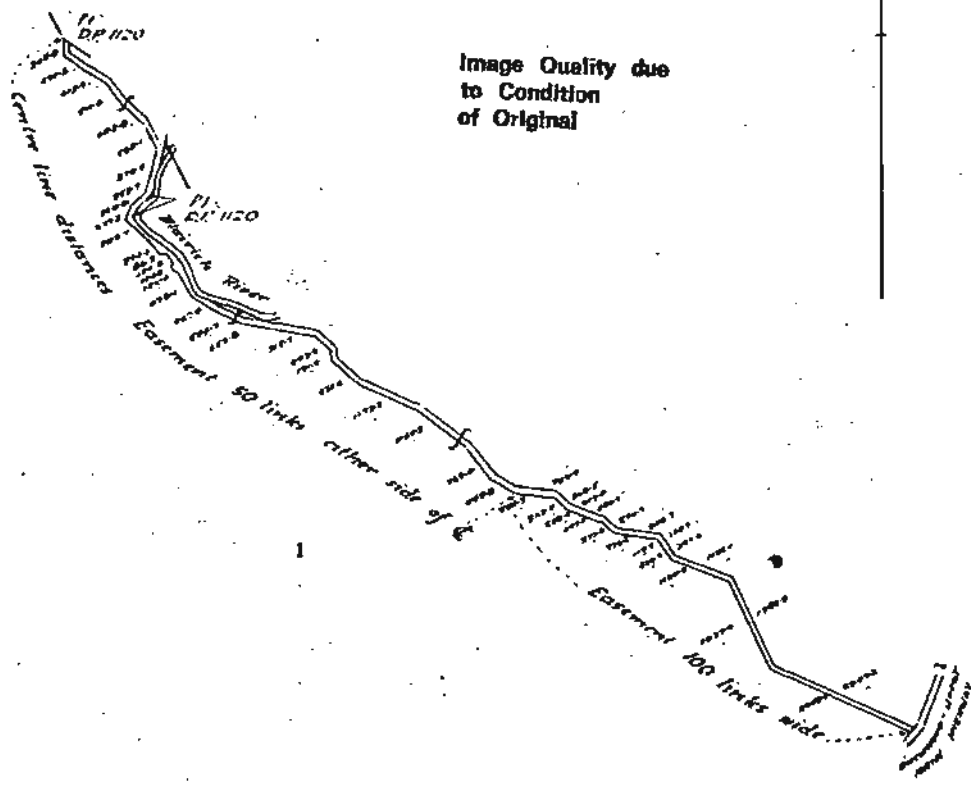
(OVER)

~~140105 Transmission of Messages 61918
Brenda Mary Grigg, Anthony Hugh Grigg,
Charles Robin Christian Grigg and Douglas
Lorimer Field as Executors.-1.9.1989 at
140105~~

A.L.R.

REGISTER

55/104



Stock Driving Easement
Blk. XX Taylor Pass S. D.
Scale: 20 chains to an inch.

Alb. G.
[Signature]

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL RECORD FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.B.

55/104

SIGNED by WILFRID MAURICE GROOMBRIDGE
Commissioner of Crown Lands for the
Land District of Marlborough for and
on behalf of Her Majesty the Queen
in pursuance of Section 24 (4) of The
Land Act 1948 in the presence of:-

W. M. Groombridge
Commissioner of Crown Lands

Robert Black
Black, Lands and Survey Dept,
Blenheim.

SIGNED by the said ROGER CHRISTIAN
GRICE in the presence of:-

R. G. Gigg

Robert Black
Black, Lands and Survey Dept,
Blenheim.

We the undersigned Law Clerks to Churchward, Morton & Molineux
certify that we have compared the foregoing Easement of Right-
of-Way with the original and that it is a true and correct copy.

R. Allen
J. West.



THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTERED FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952
R. Gigg A.L.S.

(over)

Appendix 10: Copy of Deed of Easement MB55/117 Right of Way



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Historical Search Copy


R. W. Muir
Registrar-General
of Land

Identifier **MB55/117**
Land Registration District **Marlborough**
Date Registered 24 July 1956 11:00 am

Type Deed of easement under s60 Land Act
1948
Legal Description Part Section 1 and Part Section 10 Block
XX Taylor Pass Survey District

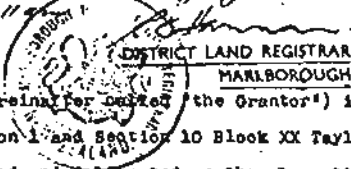
Original Proprietors
Her Majesty the Queen

Interests

REGISTER

LAND & DEEDS	
Nature of Instrument	
Form: <i>L.N. 421</i>	
Date: 24 JUL 1956	
Time: 11 a.m.	
Fee: \$ - 191 -	
Abstract No. 21173	

and PARTICULARS ENTERED IN REGISTER-BOOK Vol. 55 Folio 117
 VOL 54/75
 THIS 24th DAY OF July 1956
 at 11 a.m.



WHEREAS HER MAJESTY THE QUEEN (hereinafter called 'the Grantor') is the owner of ALL THAT strip of land being parts of Section 1 and Section 10 Block XX Taylor Pass Survey District which is more particularly described and delineated on the plan attached hereto and thereon coloured yellow SUBJECT as to part thereof to Grant of Easement of Right-of-way to one Roger Christian Grigg and registered in the Register Book Volume 55 Folio 104 (which strip of land is Crown land and is hereinafter called 'the servient tenement') AND WHEREAS JOHN WILLIAM WADSWORTH of Brancott near Blenheim Sheepfarmer (hereinafter with his executors administrators and assigns called 'the Grantee') is the registered proprietor of an estate in fee simple subject however to such encumbrances liens and interests as are notified by Memorandum underwritten or endorsed hereon of all that parcel of land situate in the Provincial District of Marlborough containing 4838 acres more or less being Lot 1 on Deposited Plan No. 2147 and being all the land comprised in Certificate of Title Volume 54 Folio 75 (Marlborough Registry) SUBJECT to Mortgages Nos. 23921 and 23922 (hereinafter called 'the dominant tenement') AND WHEREAS the servient tenement adjoins the dominant tenement AND WHEREAS the grantor has agreed to give and grant to the Grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESSE that in pursuance of the promises and of the said agreement and in consideration of the covenants and conditions hereinafter contained THE GRANTOR BOTH HERESY GIVE AND GRANT to the Grantee his executors administrators and assigns and his tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of driving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such Easement of Right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any Easement of Right-of-way over the servient tenement or any part thereof) TO THE INTENT that such Easement of Right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

*W.O.
24/7/56*

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof
- (2) The Grantor shall be entitled to erect at her own cost any subdivisional fence or fences across the said right-of-way as may be required by her but in so doing the grantor will erect at her own cost a suitable gate or gates where such fence or fences intersect the said right-of-way
- (3) Each of the parties hereto shall keep all gates now or hereafter erected on the said right-of-way securely closed and fastened and all such gates shall be properly maintained at the cost of the grantor except boundary gates where the said right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto
- (4) It is agreed that the hut and yards known as the Willow Flat Hut and yards situated on and at the Western end of the said land shall remain the property of the grantor but may be used in common by both parties hereto AND it is further agreed that the said Hut and yards (over)

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952
W.O. A.L.R.

REGISTER

55/117

shall be maintained in good order and condition by the parties hereto and that any expenses in repairing or maintaining the same shall be borne equally by the parties hereto.

IN WITNESS whereof these presents have been executed this 5th day of JULY, One thousand nine hundred and fifty-six.

SIGNED by WILFRID MAURICE GROOLBRIDGE
Commissioner of Crown Lands for the
Land District of Marlborough for and
on behalf of Her Majesty the Queen
in pursuance of Section 24 (4) of The
Land Act 1948 in the presence of:-

W. Groolbridge

*James D. Lewis
Line Street
Blenheim*

SIGNED by the said JOHN WILLIAM WADWORTH in the presence of:-

} *J. W. Wadworth*

*W. G. Gorton
Blenheim*

Correct for the purposes of the Land Transfer Act 1952

H. T. Chudmont
Solicitor for Transferees,
Blenheim.

We the undersigned law clerks to Churchward Horton & Molinoau certify that we have compared the foregoing copy of Easement of Right-of-way with the original and that it is a correct and true copy.

*J. S. West
G. Liddicoat*

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTERED FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952
H. T. Chudmont A.L.R.

(over)



REGISTER

55/117

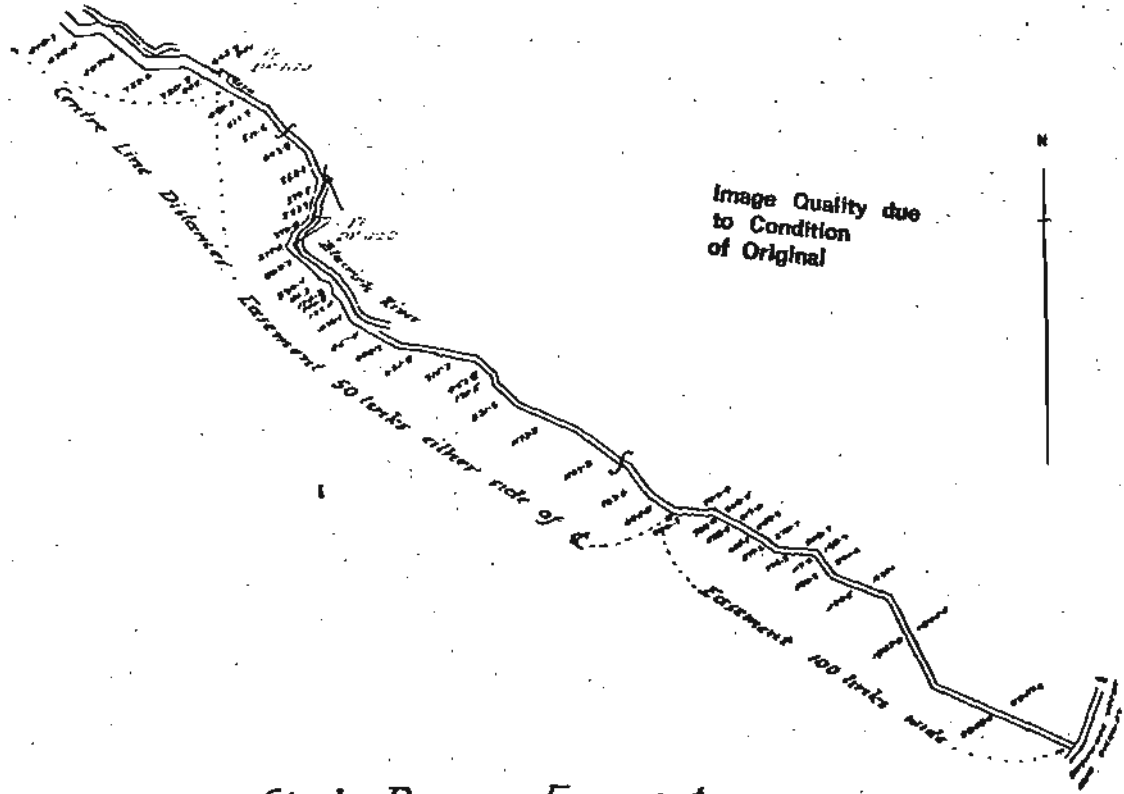
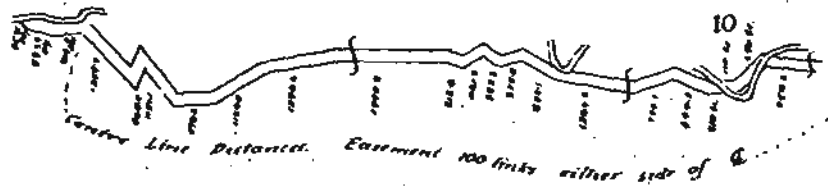


Image Quality due to Condition of Original

Stock Driving Easement

Blk. XX Taylor Pass S. D.

Scale - 20 chains to an inch

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952

[Signature] A.L.S.

Appendix 11: Copy of Transfer 25626 Appurtenant Right of Way

Stamped "Not liable"
20 July 86
[Signature]

Approved by
District Land Registrar
Marlborough No. 1936/4

25626 TE
MEMORANDUM OF TRANSFER
AND GRANT OF EASEMENT

WHEREAS JOHN WILLIAM WADWORTH of Brancott near Elenheim Sheepfarmer (hereinafter called "the Grantor") is being registered as the proprietor of an estate in fee simple subject, however, to such encumbrances, liens, and interest as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Provincial District of Marlborough containing being parts of Lot 1 on Deposited Plan No. 2147 being part of the land comprised in Certificate of Title Volume 54 Folio 75 (Marlborough Registry) and which pieces of land are more particularly described and delineated on the plan attached hereto and thereon coloured yellow SUBJECT to Right of way over part coloured yellow on diagram on plan on the said Certificate of Title and subject to Mortgages Nos. 23921 and 23922 (hereinafter called "the Servient tenement") AND WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantee") is the owner of Sections 1 and 10 Block XX Taylor Pass Survey District (which land is Crown land and is hereinafter called "the dominant tenement") AND WHEREAS a public road intervenes between the servient tenement and the dominant tenement AND WHEREAS the grantor has agreed to give and grant to the Grantee the right-of-way hereinafter mentioned over the servient tenement to the dominant tenement so as to be appurtenant thereto NOW THESE PRESENTS WITNESS that in pursuance of the premises and of the said agreement and in consideration of the covenants and conditions hereinafter contained the Grantor DOTH HEREBY TRANSFER AND GRANT to the Grantee her successors and assigns and her tenants and licensees and servants and other the owner or owners for the time being of the dominant tenement the full free and perpetual right-of-way ingress egress and regress on horseback or on foot or by vehicles of any description with or without dogs in over and upon the servient tenement for the purposes of driving stock packing and carrying farm supplies and giving access to and from the dominant tenement (such Easement of Right-of-way hereby created being in common with that of any other person or persons from time to time entitled to any Easement of Right-of-way over the servient tenement or any part thereof) TO THE INTENT that such Easement of Right-of-way hereby created shall be forever appurtenant to the dominant tenement subject to the provisions hereinafter contained AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

- (1) Neither of the parties hereto shall be required by the other to contribute towards the cost of fencing the said right-of-way or any part thereof

(2) The Grantor shall be entitled to erect at his own cost any subdivision fence or fences across the said right-of-way as may be required by him but in so doing the grantor will erect at his own cost a suitable gate or gates where such fence or fences intersect the said right-of-way.

(3) Each of the parties hereto shall keep all gates now or hereafter erected on the said right-of-way securely closed and fastened and all such gates shall be properly maintained at the cost of the grantor except boundary gates where the said right-of-way begins and ends respectively which boundary gates shall be maintained at a cost to be equally borne by the parties hereto.

IN WITNESS whereof these presents have been executed this 5th day of July, One thousand nine hundred and fifty-six.

SIGNED by the above-named JOHN WILLIAM WADWORTH in the presence of:

J.W. Wadworth

J. J.pton
Louie to
Blenheim

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY the Mortgagee of the within described land referred to therein as the servient tenement under and by virtue of Mortgage No. 23921 (Marlborough Registry) DO HEREBY CONSENT to the within-written Transfer and Grant of Easement of right-of-way.

DATED the 12th day of July 1956.

SIGNED by the Australian Mutual Provident Society by its Attorneys

AUSTRALIAN MUTUAL PROVIDENT SOCIETY
By its Attorneys

ALEXANDER FOWLER ROBERTS

Alex F Roberts
J.W. Duncan

JOHN DOUGLAS GRAVE DUNCAN at a meeting of the Board of Directors in the presence of:-

J.W. Wadworth
Louie to
Blenheim

We WARWICK DAVID WADWORTH and JOHN WILLIAM WADWORTH both of Brancott near Blenheim Sheepfarmers and ROBERT PEMBROKE CLOUSTON of Ward Sheepfarmer the Mortgagees of the within-described land referred to therein as the servient tenement under and by virtue of Mortgage No. 23922 (Marlborough Registry) DO HEREBY CONSENT to the within-written Transfer and Grant of Easement.

DATED the 5th day of July 1956

SIGNED by the said WARWICK DAVID WADWORTH and JOHN WILLIAM WADWORTH in the presence of:-

J.W. Wadworth

J. J.pton
Louie to
Blenheim

WE, **ALEXANDER FOWLER ROBERTS** of the City of Wellington
KNIGHT and **JOHN DOUGLAS GRACE DUNCAN**
of the same place **ESQUIRE** being two of the persons
named in a certain Deed Poll or Power of Attorney under the Seal of the
Australian Mutual Provident Society dated at Sydney in the State of New
South Wales in the Commonwealth of Australia the 19th day of December,
1945 being a power in favour of SIR ALEXANDER FOWLER ROBERTS
K.B.E., JOHN PEARSON PHILLIPS ESQUIRE, SIR DAVID ALEXANDER
EWEN K.B.E. (formerly Esquire), CLIFFORD ULRIC PLIMMER ESQUIRE
and JOHN DOUGLAS GRACE DUNCAN ESQUIRE

all of the said City of Wellington a copy of which said Power of Attorney is
deposited in the Land Transfer Office at **Blenheim**
as Number **668** solemnly and sincerely declare that the within
written **Consent to Grant of Easement**

*Checked
10/8*

is signed by two of the said Attorneys under and by virtue of the powers
contained in the said Deed Poll or Power of Attorney and that we have
received no notice actual or constructive of the revocation of the said Power
of Attorney either through the winding up of the said Society or otherwise.
AND WE SEVERALLY MAKE this solemn declaration conscientiously
believing the same to be true and by virtue of the Justices of the Peace
Act 1927:

SEVERALLY DECLARED at the City of
Wellington this *12th* day of
July 195⁶, before me:—

Alex Roberts
John Duncan

[Signature]
A Solicitor of the Supreme Court of New Zealand.

MARLBOROUGH LAND DISTRICT
AWATERE COUNTY

Pt D. P. 503



Stock Driving Easement

Block XV Taylor Pass S. D.

Scale : 10 chains to an inch.

W.P. [unclear]
R. Houston
J.W. Wadsworth
W.P. [unclear] *Adamsbridge*

SIGNED by the said ROBERT PEMBROKE
CLOUSTON in the presence of:

R. Clouston

R. Clouston
Solicitor
Blenheim

SIGNED by WILFRID MAURICE GROOMBRIDGE
Commissioner of Crown Lands for the
Land District of Marlborough for and
on behalf of Her Majesty the Queen
in pursuance of Section 24 (4) of The
Land Act 1948 in the presence of:-

W. M. Groombridge

W. M. Groombridge
Clerk, Lands & Survey,
Dept.
Blenheim

23626

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER OF & Grant of Easement
of Right-of-way

Situated in Provincial District of Marlborough

J. W. WADWORTH Transferor

H. M. THE QUEEN Transferee

W. T. Churchward

Solicitor for the Transferee,
Blenheim.

We the undersigned law clerks to
Churchward Horton & Molineaux certify
that we have compared the foregoing copy
of Memorandum of transfer and Grant of
Easement with the original and that it
is a correct and true copy.

*J. S. West
G. Liddicoat*

DUPLICATE

(3 copies kept)

Particulars entered in Register Book, Vol. 54

Folio 75 + Section Index

the *24th* day of *July* 19 *56*
at *10.54* o'clock.



[Signature]
District Land Registrar of the District of Marlborough.

LAND REEDS	
Nature:	<i>Ha</i>
Firm:	<i>C. Brown</i>
24 JUL 1956	
Time:	<i>10-54</i>
Fee: \$	<i>5.00</i>
Abstract No.	<i>23626</i>

~~BURDEN~~ CHURCHWARD & HORTON & MOLINEAUX,
Solicitors,
BLENHEIM.



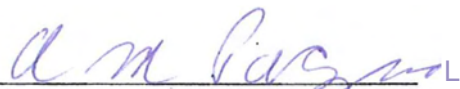
Execution Section

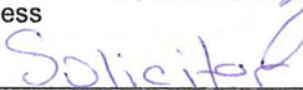
This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

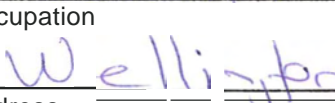
**SIGNED for and on behalf of the
Commissioner of Crown Lands
by Brian John Usherwood**

pursuant to delegation under the
Crown Pastoral Land Act 1998 in
the presence of:






Witness


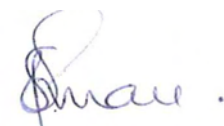
Occupation


Address

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



Ronald Thomas Small



Susan Jane Small