

Crown Pastoral Land Tenure Review

Lease name: BRAESIDE

Lease number: PO 181

Substantive Proposal - Part 2

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

August

06

**Appendix 6: Copy of Easement registered as 812220 in favour of the Hawkdun Idaburn
Irrigation Company Limited**

8/2220

(Approved by the Registrar General of Land as No. 206157)

MEMORANDUM OF TRANSFER

WHEREAS GRAEME MATTHEW McKNIGHT and ALASTAIR JOHN McKNIGHT both of Oturehua Farmers are being registered as proprietor

of an estate FIRST of leasehold for years

subject however to such encumbrances

liens and interests as are notified by memoranda underwritten or endorsed hereon in all

those pieces of land situated in the Turnagain St Bathans Idaburn and Blackstone Survey Districts

containing by admeasurement 12355.0527 Ha

be the same a little more or less being Runs 227B and 227C (excluding water race areas) of the said Survey Districts and being all the land comprised and described in Pastoral Lease No. P.181 recorded in Certificate of Title Register Book Volume 386 Folio 75 (Otago Land Registry) Subject to Land Improvement Agreement 600194, ~~Mortgage 581415/3~~ SECOND an estate in fee simple in all those pieces of land situate in the Blackstone Survey District containing 405.8997 Ha more or less being Runs 224R and 224Q of the said District and being all the land comprised and described in Certificate of Title No. 12D/407 (Otago Land Registry) Subject to ~~Mortgage 581415/3~~ Mining Licence 662257 AND ALSO in all that piece of land situate in the Blackstone Survey District containing 71.5737 Ha more or less being Sections 71, 72, 73, 74 75, 76, 77 and 78 Block III and Section 3 Block XIII of the said District and being all the land comprised and described in Certificate of Title Register Book Volume 378 Folio 203 (Otago Land Registry) Subject to Section 59 Land Act 1948, ~~Mortgage 581415/3~~ Land Improvement Agreement 600194 AND ALSO in all those pieces of land situate in the Blackstone Survey District containing 38.5817 Ha more or less being Sections 40 and 41 Block III of the said District and being all the land comprised and described in Certificate of Title 76/244 (Otago Land Registry) Subject to ~~Mortgage 581415/3~~ Land Improvement Agreement 600194 AND ALSO in all that piece of land situate in the Blackstone Survey District containing 7.6384 Ha more or less being Section 31 Block XIII of the said District and being all the land comprised and described in Certificate of Title Register Book Volume 143 Folio 184 (Otago Land Registry) Subject to ~~Mortgage 581415/3~~ AND ALSO in all that piece of land situate in the Blackstone Survey District containing 20.4023 Ha more or less being Section 45 Block III of the said District and being all the land comprised and described in Certificate of Title No. 10B/1075 (Otago Land Registry) Subject to Section 8 Mining Act 1971, Section 5 Coal Mines Act 1979, ~~Mortgage 581415/3~~ Land Improvement Agreement 600194 ALL SUBJECT TO Mortgage F02507/2

M/R

X

RELEASED UNDER THE OFFICIAL INFORMATION ACT

WHEREAS the HAWKDUN IDABURN IRRIGATION COMPANY LIMITED a duly incorporated company having its registered office at Ranfurly (herein called "the Grantee") is the company involved in the supply of water under an irrigation scheme purchased from the Crown by the Grantee to which Scheme the provisions of the Irrigation Schemes Act 1990 applied AND WHEREAS the Grantee is entitled pursuant to the provisions of the Irrigation Schemes Act 1990 to obtain a registered easement over and across the land of all persons or bodies over whose land the irrigation scheme water races natural gullies syphons pipelines and other structures existed at the time the irrigation scheme was purchased by the Grantee from the Crown AND WHEREAS the land owned by the Grantor as hereinbefore set out is land meeting that requirement and the Grantor has agreed to grant to the Grantee an easement in gross over that land in the terms hereinafter contained AND WHEREAS there is annexed hereto a diagram or diagrams of the land owned by the Grantor and referred to herein on which diagram or diagrams are shown the course of the irrigation races owned by the Grantee and as purchased from the Crown AND WHEREAS the term "irrigation races" whenever used herein shall mean and include all water races natural gullies ditches channels tunnels pipelines syphons measuring boxes structures and other constructions and chattels used by the Grantee as part of the Hawkdun Idaburn Irrigation Scheme NOW THEREFORE IN CONSIDERATION of the premises and pursuant to the provisions of the Irrigation Schemes Act 1990 the Grantor DOETH HEREBY TRANSFER AND GRANT unto the Grantee and its successors AS AN EASEMENT IN GROSS FOREVER:

- A. A full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation races across the land of the Grantor.
- C. The full free uninterrupted and unimpeded right for all or any irrigation races presently existing to remain on the land of the Grantor in such site as it may presently occupy.
The full free uninterrupted and unimpeded right for the Grantee with or without its agents servants workmen engineers and employees and with or without any necessary vehicles implements tools pipes machines and equipment of any nature or kind whatsoever to enter upon the lands of the Grantor at any time and from time to time for the purpose of maintaining repairing renewing or replacing the said irrigation races owned by the Grantee and situated upon the land of the Grantor including the right to open up soil of the land as may be necessary.
- E. The full free uninterrupted and unimpeded right to occupy and use the land forming the course of the irrigation races on each side of each and every irrigation race to a reasonable distance necessary for the proper operation of the irrigation scheme and to enable access along the course of the race by people vehicles and machinery and for benching and construction of new benching as necessary and the deposit of soil and other matter removed therefrom PROVIDED THAT the area of such land shall not exceed a strip of ten metres wide along the entire length of the course of the irrigation races and measured either wholly on one side of its course or partly on one side and partly on the other but so nevertheless that at no point of the course shall the total width measured on both sides exceed more than ten metres.

UPON the terms and conditions appearing in the Schedule annexed hereto

IN CONSIDERATION of the sum of

paid to _____ by

the receipt of which sum _____ hereby acknowledge

DO HEREBY TRANSFER to the said

all _____ estate and interest in the said piece _____ of land

SCHEDULE

1. The Grantee shall ensure that in exercising the right hereby conferred there is caused as little damage as possible to the land of the Grantor and that all necessary works undertaken shall be completed with all reasonable despatch and any damage caused to the land of the Grantor shall be promptly remedied by the Grantee at the cost of the Grantee.
2. The Parties acknowledge that any fences or gateways on or adjacent to the irrigation races on the land of the Grantor are the property of the Grantor who is solely responsible for the repair and maintenance thereof SAYE that in the event of any damage to them done by the Grantee the same shall be remedied by the Grantee at the expense of the Grantee.
3. The Grantee shall be responsible for any damage caused to the land of the Grantor by any escape of water carried in the irrigation races unless the same shall have come about as a result of the action or omission of some other person or body or by Act of God (as for example a cloudburst overflowing the race) AND in the event of any such escape of water the Grantee will immediately and at its own cost repair any damage so caused and re-instate the land the same as nearly as is reasonably possible to the condition it was in prior to such escape AND shall compensate the Grantor for any cost or damage caused to the Grantor as a result of the escape of such water SAYE that the Grantor shall not be entitled to compensation for or in respect of or matters associated to the loss of use of land of the Grantor unless it shall be proved the Grantee has been dilatory in carrying out its obligation under this provision.
4. The Grantee and its servants agents employees contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and without payment of compensation or damages to enter upon the land of the Grantor as hereinbefore set out or upon any other land owned connected or associated to the Grantor and which the Grantee has in the past customarily used for the purpose of access so that the Grantee may fully exercise the rights given to it under this easement and for the operation of the irrigation scheme including (but not exclusively) the maintaining repairing cleaning replacing or reconstructing the irrigation races and all other works owned by the Grantee and the gauging or otherwise determining the quantity of water in or delivered by the irrigation race or races or any pipe and for the viewing of the condition of such irrigation races.
5. The Grantor shall ensure that access by the Grantee to any such irrigation race owned by the Grantee and used in the operation of the irrigation scheme is not in any way restricted or imperilled and at all times is kept available to the Grantee and to its servants agents workmen contractors employees and all or any other person or persons acting for or on behalf of the Grantee AND in respect to any future development by the Grantor alongside any such irrigation races the Grantor will ensure that such development does not impede restrict limit or otherwise in any way inhibit or impair that access AND will ensure that no trees are permitted to grow or fences erected adjacent to or in the vicinity of such irrigation races so as to cause any blocking or interference with the same or any damage thereto or impede or prevent access thereto or cleaning thereof AND will at the Grantor's own cost in all things remove any tree or tress fence or fences that may be determined by the Grantee as

causing or contributing to any such impadence or prevention of access or cleaning or blockage or interference or damage and will remedy or repair any such immediately and to the Grantee's satisfaction.

6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in respect thereof AND in the event that any such should happen or occur the Grantor will immediately and at the cost of the Grantor in all things repair and remedy such to the satisfaction of the Grantee and in the event that the Grantor should fail or omit to do so then the Grantee shall be entitled to do so and to charge the cost of the same to the Grantor and recover the same from the Grantor as liquidated damages.

7. The Grantor and the Grantee may by mutual agreement vary these terms and conditions as applicable to the easement hereby granted.

8. All costs and expenses of and relating to the creation and registration of this easement shall be paid by the Grantee.

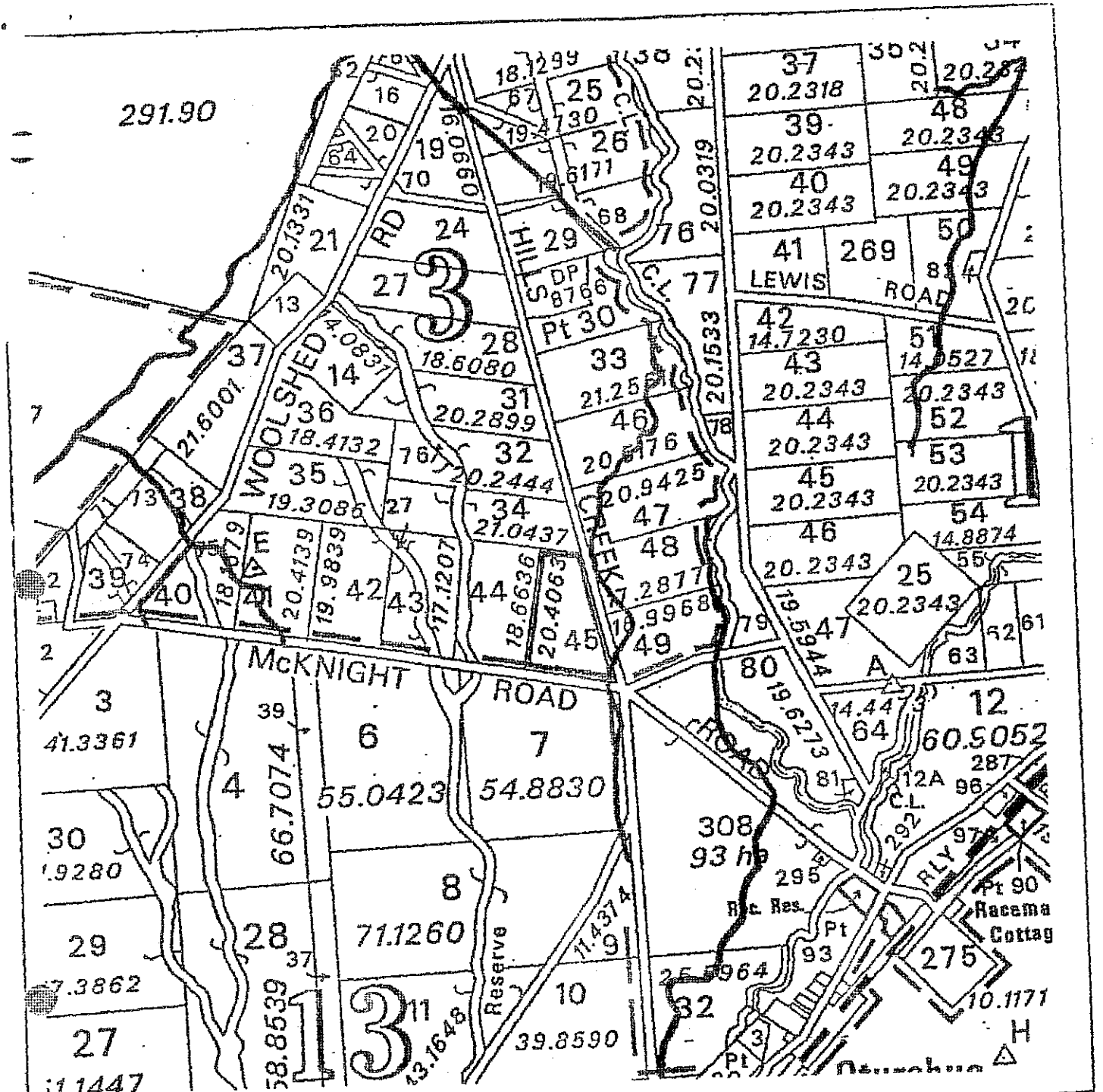
9. In any case where the Grantee shall be involved in maintenance and renewal or replacement of any irrigation races as presently existing and in the course of such activities should wish to increase the size of or alter the nature of (as for example by piping a presently open race) any such irrigation race from that as existing at the time of the grant of this easement then the Grantee shall be entitled to do so PROVIDED ONLY that such actions by the Grantee cause no or minimal loss of use or damage to the land of the Grantor AND in the event that any such proposed actions by the Grantee are considered as likely to cause more than a minimal loss or damage to the land of the Grantor then the same may be done with the consent of the Grantor and thereafter this easement shall be applicable fully to the same and IT IS FURTHER AGREED that in the event of any such activities being carried out by the Grantee and the Grantor failing to lodge a written objection with the Grantor within one year of the completion of such work then the Grantor shall be deemed to have consented to the same and the same shall for all purposes be deemed to be legally and properly done pursuant to this provision and to fall within the terms of the easement hereby granted.

10. The Grantee shall ensure that at all times the operation of the irrigation scheme and the cleaning maintenance repair and replacement thereof shall be done so as to cause as little interference as possible to the Grantor in the Grantor's use of the land and the Grantee will make all efforts as might be reasonable or practicable to minimise such interference and to reduce or minimise any nuisance caused by the existence or operation of the irrigation scheme on the land of the Grantor PROVIDED HOWEVER that this provision shall not require the Grantee to reduce or minimise any interference or nuisance below the level existing at the time of acquisition of the irrigation scheme by the Grantee from the Crown.

11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the Scheme and to upgrade or alter the alignment of the Scheme so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of

this easement and in such case this easement shall be deemed to apply in all aspects to the irrigation races as they exist following completion of work by the Grantee.

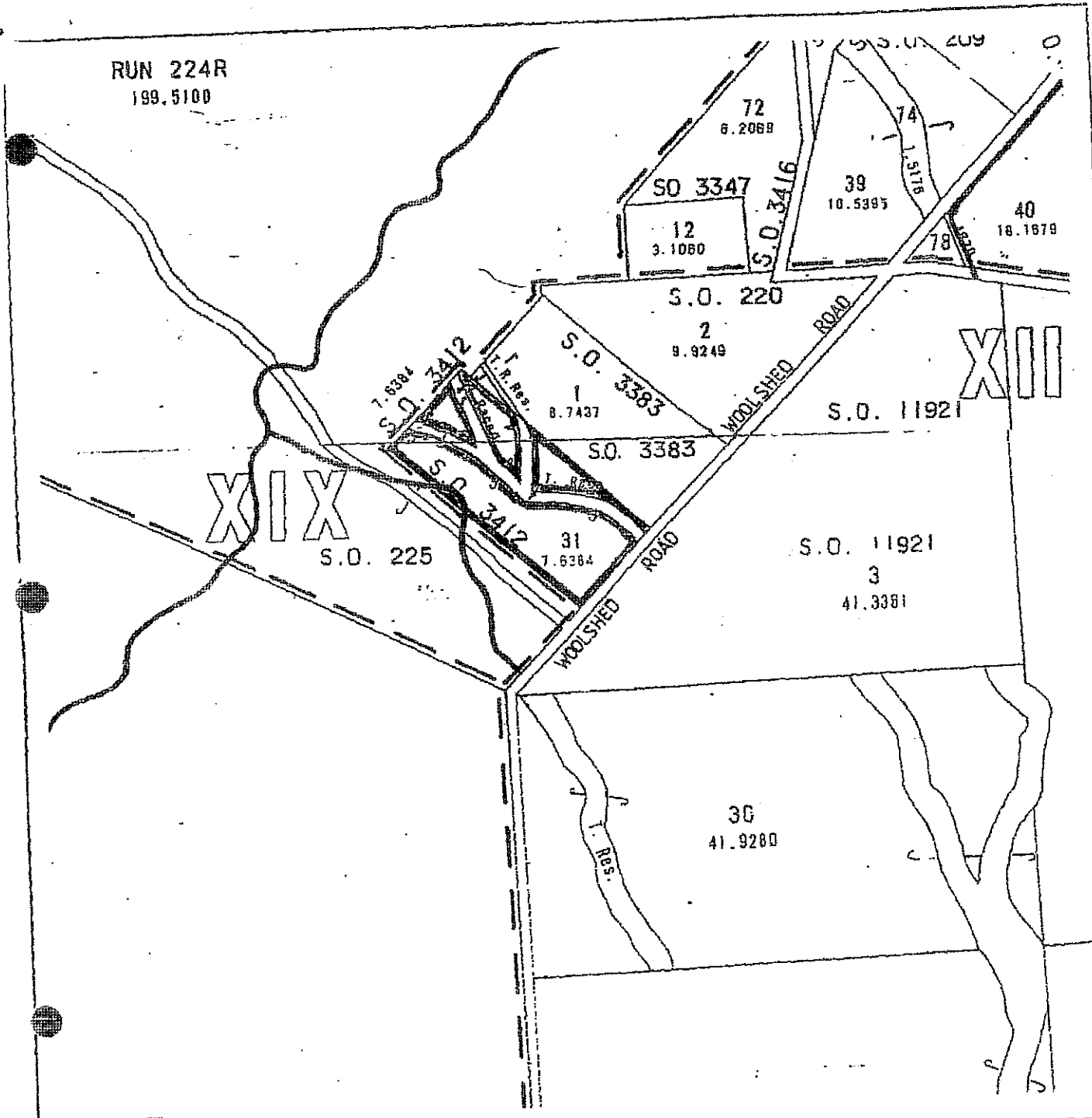
12. In any case where the present area of land occupied by the Grantee forming the course of the irrigation race presently exceeds the total width authorised by this easement then such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement and this easement shall apply in full to such area as if the maximum width authorised had not been exceeded and as if the irrigation races and works were existing within the maximum total width authorised by this easement and in any case of repair reconstruction or re-alignment of any irrigation race where the completed works exceed the total maximum width authorised by this easement and this easement to apply wholly thereto as if that total width was not exceeded where the consent of the Grantor has been obtained either prior to or subsequent to the carrying out of such works and which Grantors consent shall be deemed to have been given if the Grantor fails to lodge a written objection with the Grantee to such works within twelve months of the completion of same.



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CT 10B/1075	—	Sec 45	Hawkdun-Idaburn Irrigation Company Limited

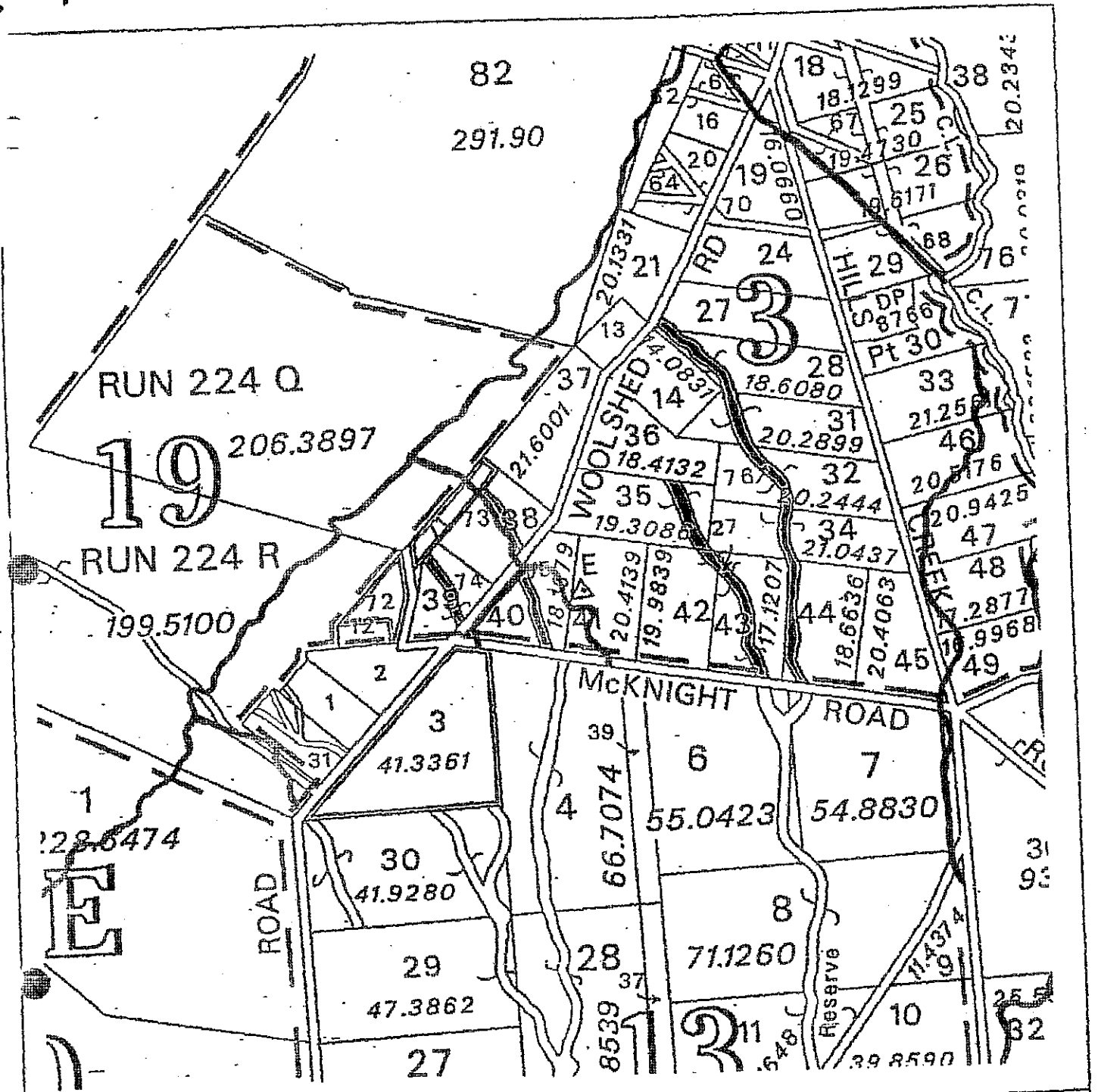
Plan of Easement Over
Sec 45 Blk III Blackstone S.D.



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CT/43/184	—	Sec 31	Hawkdun-Idaburn Irrigation Company Limited

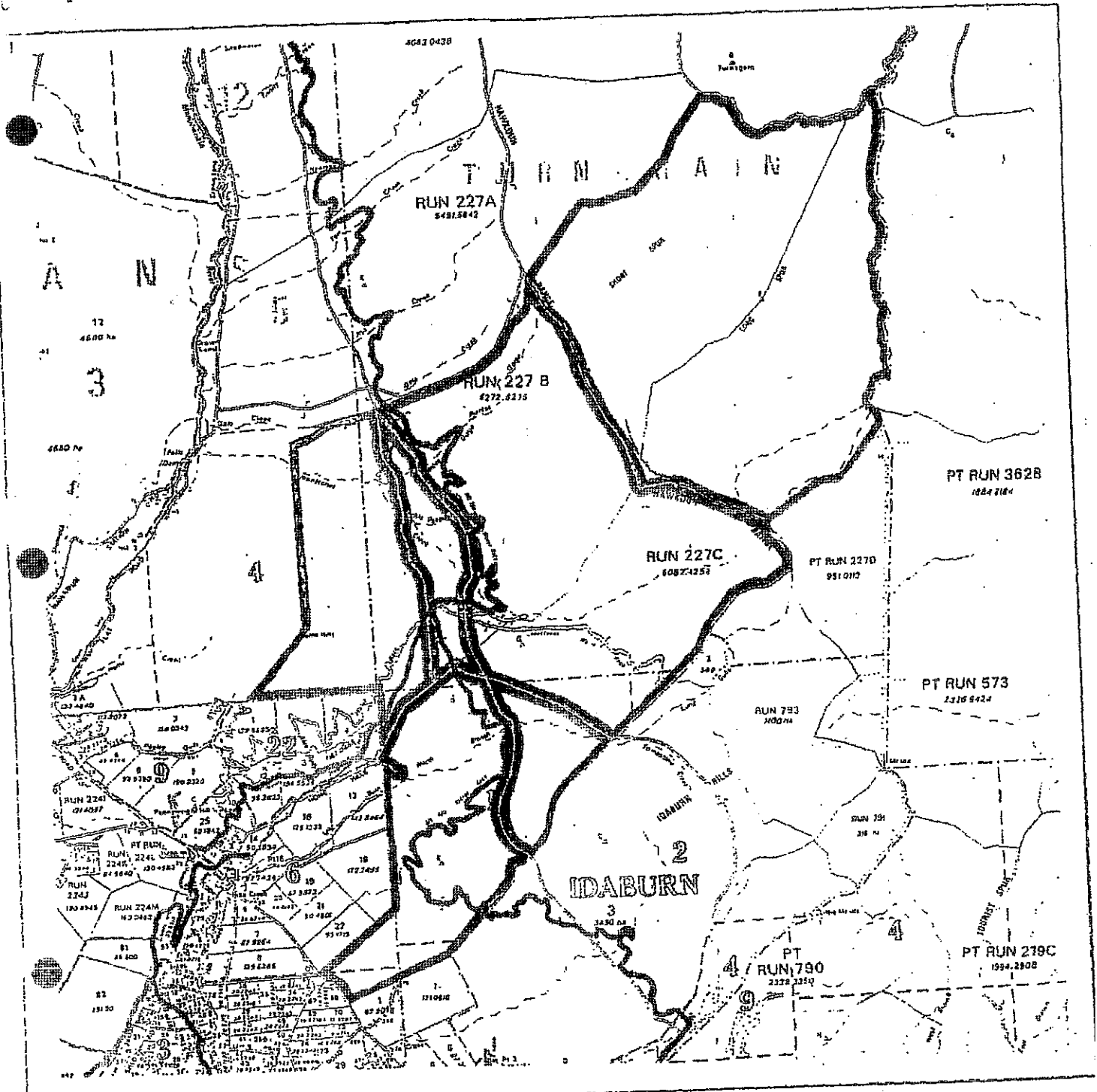
Plan of Easement Over
Sec 31 Blk XIII Blackstone S.D.



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CT 378/203	—	Sec's 3, 71-78.	Hawkdun-Idaburn Irrigation Company Limited

Plan of Easement Over
 Sec 3 Blk XIII and Sec's 71-78 Blk III Blackstone S.D.



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 386/75		Runs 227B & 227C	Hawkdun-Idaburn Irrigation Company Limited

Plan of Easement Over
Runs 227B & 227C Turnagain, St Bathans, Idaburn & Blackstone St

IN WITNESS WHEREOF we have hereunto subscribed our names this 29th day of Jan one thousand nine hundred and ninety-two

SIGNED by the above-named
GRAEME MATTHEW MCKNIGHT and
ALASTAIR JOHN MCKNIGHT
as ~~Transferees~~ in the presence of
Grantors

G. M. McKnight
A. J. McKnight

Witness _____
Occupation _____
Address _____

THE COMMON SEAL of HAWKDUN IDABURN
IRRIGATION COMPANY LIMITED was hereunto
affixed as Grantee in the presence
of:



.....Director
G. F. Dewling
.....Director/Secretary

TRANSFER OF GRANT OF EASEMENT

situated in the Turnagain, St Bathans, Idaburn
and Blackstone Survey District

G.M. & A.J. MCKNIGHT

Grantor
~~XXXXXX~~

HAWKDUN IDABURN IRRIGATION COMPANY
LIMITED

Grantee
~~XXXXXX~~

Correct for the purposes of "The Land Transfer Act"

Solicitor for the Purchaser.

Certified that this Transfer does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952 and also certified Correct for the purposes of the Land Transfer Act.

Particulars entered
on the day and

District Assistant

Land

of the District of

ASSET LAND REGISTRY
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY (TAGGOC DISTRICT)

19.80 17.80592 812220

herein



108 1075
378 205

ASER, MACDONALD, MARTIN & CO.

SOLICITORS,

RANFURLY.

Appendix 7: Form of Easement to be created in favour of the GM & AJ McKnight

GRANT OF EASEMENT

DATED:

PARTIES:

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

AND

2. Graeme Matthew McKnight and Alastair John McKnight of Oturehua
(hereinafter with successors and permitted assigns ("the Grantee").

BACKGROUND

- A. The Grantee owns the dominant tenement and wishes to pass and repass over the Grantor's Land with or without livestock and machinery for farm management purpose.
- B. The Grantor has agreed to grant to the Grantee an easement over the Grantor's land (as set out in the First Schedule) "the Grantor's Land" on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. DEFINITIONS and INTERPRETATION

- 1.1 In this Deed (including the Schedules)

"Deed" means this deed, the background and the schedules.

"Dominant land tenement" means that piece of land edged green on the plan situated in the Land District of Otago containing 4571 hectares more or less being Sections [] SO Plan [] being part and being all the land comprised and described in Certificate of Title Volume [] folio [] Otago Registry.

"Easement Land" means the area of the Grantor's Land delineated in the plan in the Second Schedule [] within which the Grantee may exercise the rights granted by this Deed;

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

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

- 1.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;

- 1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;

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

2. GRANT OF EASEMENT

- 2.1 Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee, in perpetuity, commencing on [] 2006 but expiring should the Grantor's land be designated legal road, the following right of way easement appurtenant to the Dominant Land tenement:

- 2.1.1 The right from time to time and at all times to enter, exit, pass and remain on, under or over the Easement Land as is reasonable for the exercise of the rights granted under this Deed

from time to time and at all times for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without livestock, vehicles or machinery necessary for such purposes.

- 2.1.2 The rights granted under this Deed are non exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

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

3.1.1 The Grantee shall pay the Grantor a lump sum payment of \$1.00

3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

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

5. OBLIGATIONS OF THE GRANTEE

5.1 The Grantee shall when on the Grantor's Land (subject to clause 2.1.1) of this Deed:

5.1.1 Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.

5.1.2 Take all responsible precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.2) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.

5.1.3 Ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored.

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

5.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor resulting directly or indirectly from the actions of the Grantee.

5.3 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor, in its normal or reasonable use of the Grantor's Land.

5.4 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.

5.5 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.

5.6 The Grantee shall at all times use its best endeavours to keep the Easement Land clear of noxious weeds (and pests).

6. OWNERSHIP OF STRUCTURES

- 6.1 All structures placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.
- 6.2 The Grantee will, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all structures from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed.
- 6.3 If the Grantee has not taken the steps set out in clause 6.2 of this Deed within the specified time, the Grantor may remove all structures from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

7. COSTS

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

8. Indemnity

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

9. GRANTEE'S LIABILITY EXCLUDED

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

10. TERMINATION

- 10.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 60 days or such other time provided the parties agree.
- 10.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 10.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 6.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other monies up to the date of termination.
- 10.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

11. ASSIGNMENT

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

12. DISPUTES

- 12.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Grantor's Land is situated. Such arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

13. NOTICES

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

13.1.1 The Grantor's Address as set out in clause 2 of the First Schedule.

13.1.2 The Grantee's Address as set out in clause 4 of the First Schedule.

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

14. SEVERABILITY

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

IN WITNESS WHEREOF this Deed has been duly executed on the date first written above.

SIGNED by

Acting for and on behalf of
The Commissioner of Crown Lands
Pursuant to a delegation under
Section 41 of the State Sector Act 1988
In the presence of:

SIGNED by Graeme Matthew McKnight
in the presence of:

Witness:

Occupation:

Address:

SIGNED by Alastair John McKnight
in the presence of:

Witness:

Occupation:

Address:

FIRST SCHEDULE

1. **GRANTOR'S LAND** That land shown as a red line on the attached plan.
2. **GRANTOR'S ADDRESS** Land Information New Zealand
PO Box 5501
WELLINGTON
3. **GRANTEE'S LAND** That land shown edged green on the attached plan
4. **GRANTEE'S ADDRESS** GM & AJ McKnight
RD 1
Oturehua
Central Otago

SECOND SCHEDULE

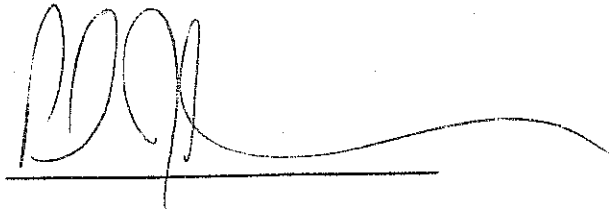
EASEMENT LAND

PLAN TO BE INSERTED.

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 Paul Alexander Jackson acting pursuant to a delegated authority in the presence of:



Paul Alexander Jackson
Witness
Solicitor
Occupation
Wellington
Address

SIGNED by Graeme Matthew McKnight and Alastair John McKnight in the presence of:

G.M. McKnight 20/06/06

Alastair John McKnight 20.06.06.

Ry Murray
Witness
Solicitor
Occupation
Dunedin
Address