

Crown Pastoral Land Tenure Review

Lease name : ESKHEAD

Lease number : PC 064

Due Diligence Report (including Status Report) - Part 3

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

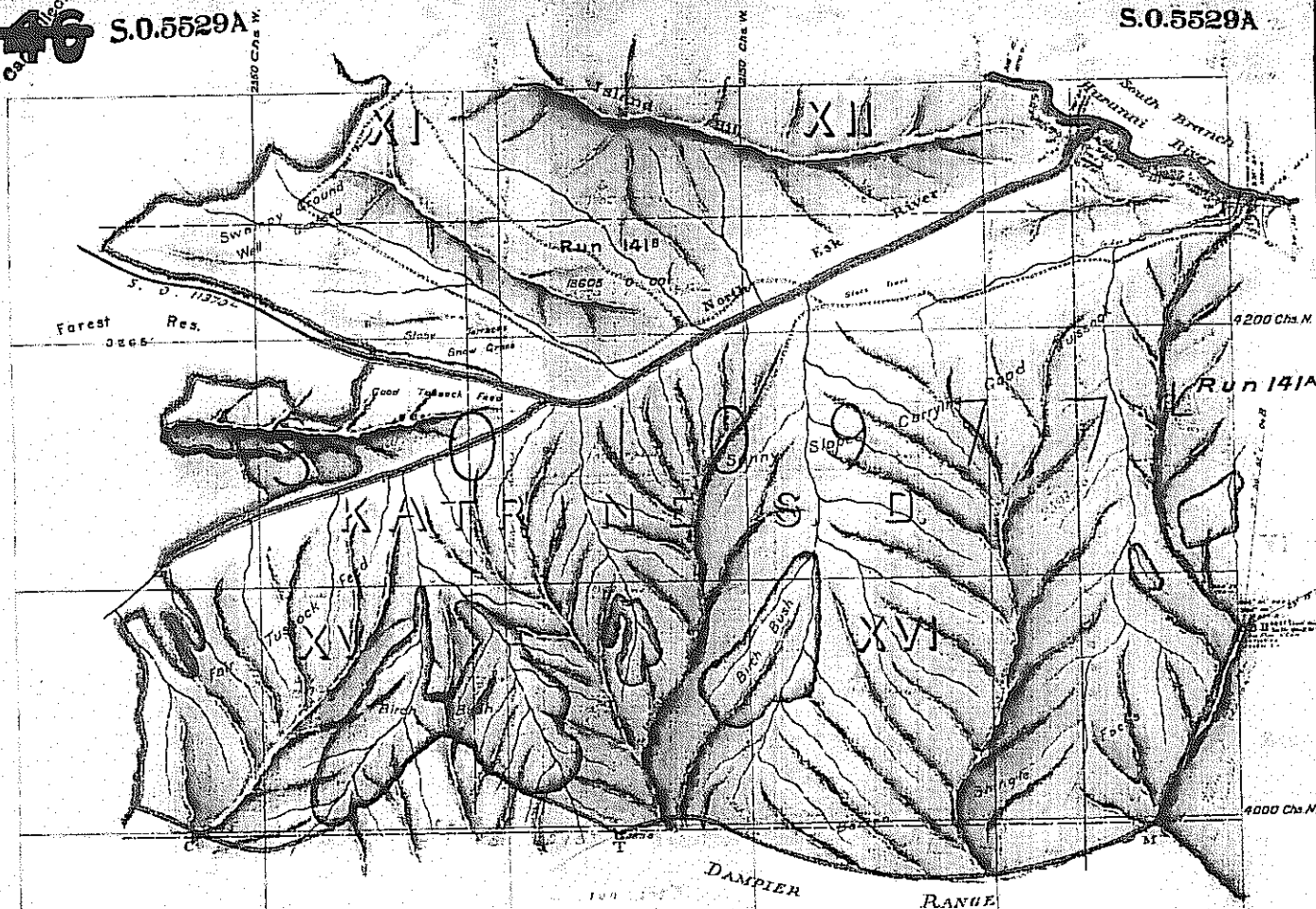
The report attached is released under the Official Information Act 1982.

April 09

H46
Cal 6

S.O.5529A

S.O.5529A



PLAN OF
RUN 141^B "ESK HEAD"
KATRINE NOBLE & ESK S. D.

Surveyed by F. H. Waters
Jan. 1918

Scale of Chains.

N.B.
For Homestead Site of Run 141B
See plan N° 1152

Approved
[Signature]
Chief Surveyor
1918

FILED
RECEIVED
PLANNED
FIELD WORK
DATE
RECEIVED
JAN 15 1918
JAN 15 1918

S.O.5529A

5529A

H-45
Can. 1950

S.O. 5529

S.O. 5529



**PLAN OF
RUN 14B ESK HEAD
KATRINE S. D.**

N.B.
For Homestead Site of Run 14B
See plan N° 1153

Surveyed by F.H. Waters
Jan. 1918

Scale of Chains

Approved
[Signature]
Chief Surveyor
Date 1-2-1918

RECEIVED BY S. 1018
EXAMINED BY S. 1018
FILED BY S. 1018
THIS MAP IS NOT TO BE USED
FOR ANY OTHER PURPOSE
DATE 1-2-1918

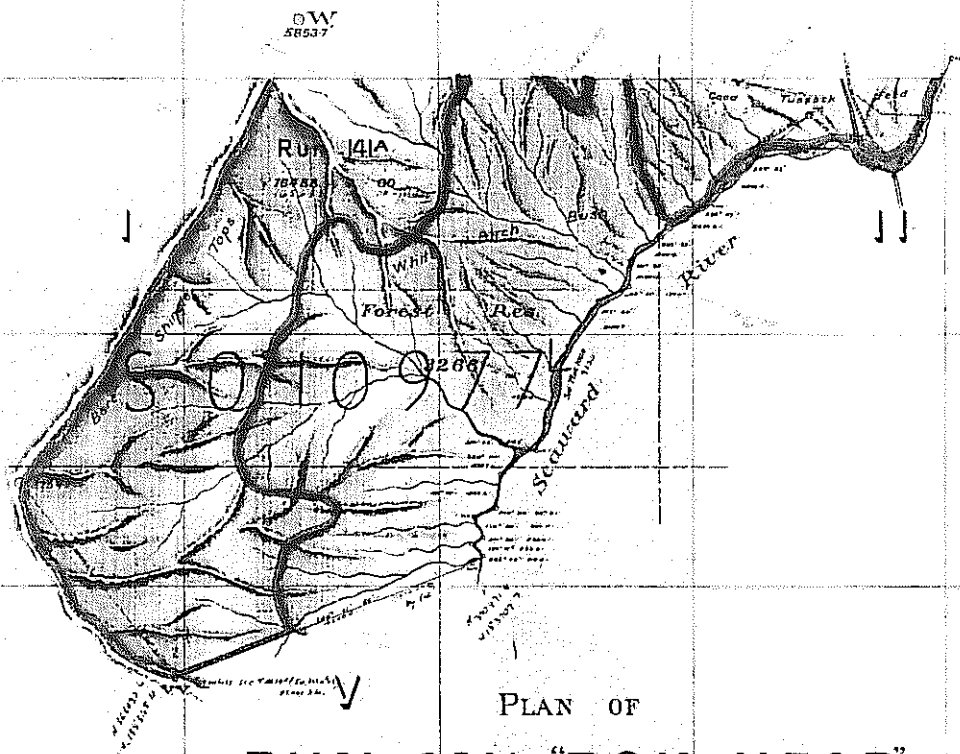
S.O. 5529

5529

S.O.5529C

S.O.5529C

O K U K U S. D.



PLAN OF
RUN 141A "ESK HEAD"

OKUKU S. D.

Surveyed by F.H.Waters
January 1918

Scale of Chains

Approved
[Signature]
 Chief Surveyor
 Date 1-3-1919.

No. 295

Calc. Book 21 p. 5

S.O.5529C

5529 C



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

Identifier **CB529/43**
 Land Registration District **Canterbury**
 Date Registered 05 December 1958 09:26 am

Type	Lease under s83 Land Act 1948		
Area	15859.6303 hectares more or less	Term	Thirty three years commencing on the first day of July 1957 and extension of term until 30.6.2023

Legal Description Run 141

Proprietors
 Eskhead Station Limited

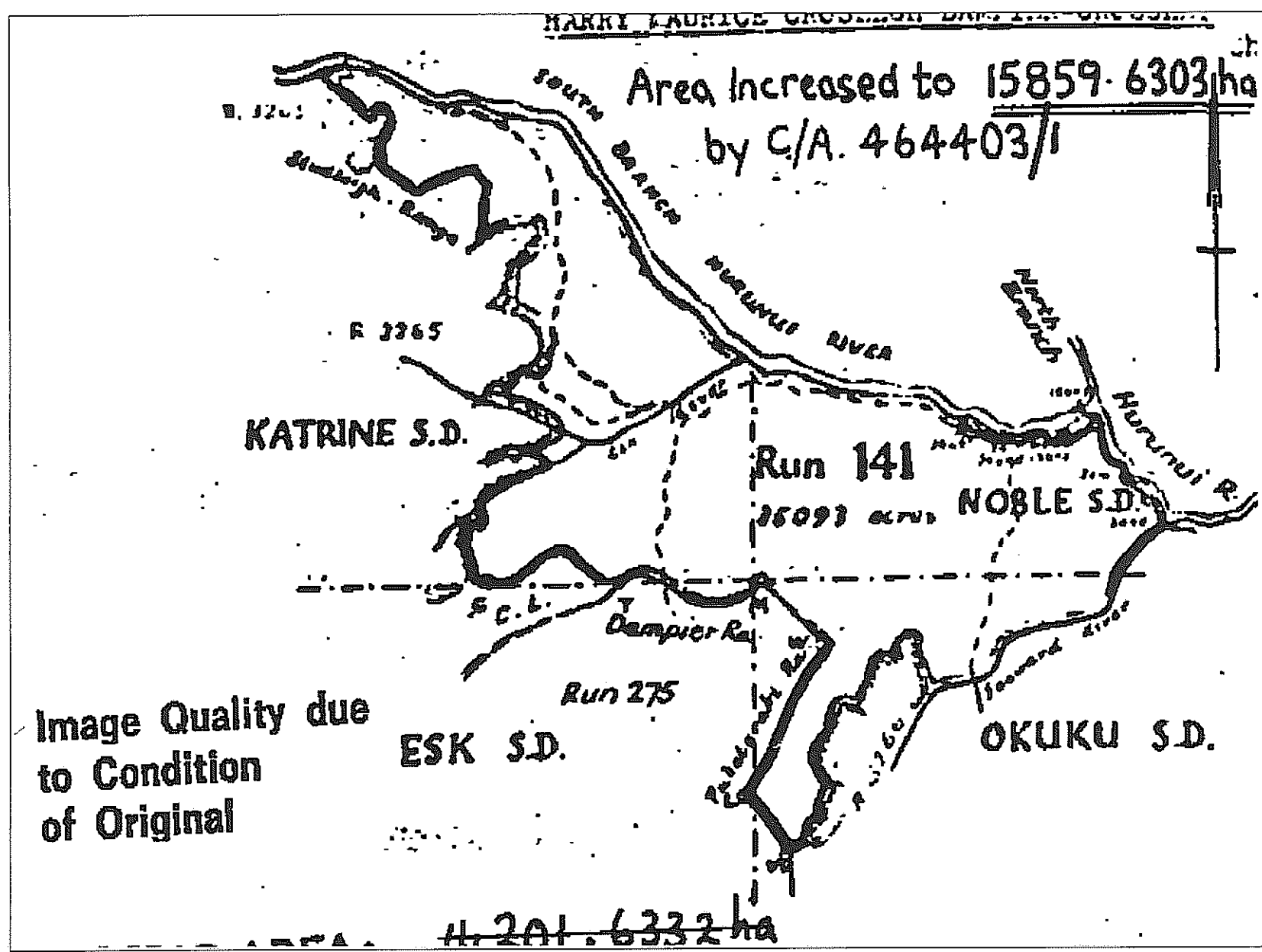
Interests

309504.2 Electricity Agreement under Section 50 Electricity Act 1968 - 28.1.1981 at 11.58 am
 340272.1 Variation of the terms of the within lease - 17.8.1981 at 11.20 am
 A155820.1 Variation of the within Lease and extension of the term until 30.6.2023 - 27.1.1995 at 11.59 am
 A165979.11 Mortgage to Aorangi Securities Limited - 30.3.1995 at 11.50 am
 A355069.2 Variation of Mortgage A165979.11 - 9.6.1998 at 2.19 pm
 A355069.3 Mortgage to South Canterbury Finance Limited - 9.6.1998 at 2.19 pm
 A358399.1 CAVEAT BY TELECOM NEW ZEALAND LIMITED - 30.6.1998 AT 12.40 PM

ntifer

CB529/43

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



Transaction Id
Client Reference 6NLTIR.02/136TD

Search Copy Dated 15/10/01 9:12 am, Page 2 of 2
Register Only



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952

Historical Search Copy



R. W. Muir
 Registrar-General
 of Land

Identifier CB529/43
Land Registration District Canterbury
Date Registered 05 December 1958 09:26 am

Type	Area	Term
Lease under s83 Land Act 1948	15859.6303 hectares more or less	Thirty three years commencing on the first day of July 1957 and extension of term until 30.6.2023

Legal Description Run 141

Original Proprietors
 Eskhead Station Limited

Interests

- 16256 309504.2 Electricity Agreement under Section 50 Electricity Act 1968 - 28.1.1981 at 11.58 am
- ✓ 340272.1 Variation of the terms of the within lease - 17.8.1981 at 11.20 am
 - ✓ A155820.1 Variation of the within Lease and extension of the term until 30.6.2023 - 27.1.1995 at 11.59 am
 - A165979.11 Mortgage to Aorangi Securities Limited - 30.3.1995 at 11.50 am
 - A355069.2 Variation of Mortgage A165979.11 - 9.6.1998 at 2.19 pm
 - A355069.3 Mortgage to South Canterbury Finance Limited - 9.6.1998 at 2.19 pm
 - ✓ A358399.1 CAVEAT BY TELECOM NEW ZEALAND LIMITED - 30.6.1998 AT 12.40 PM

Area calc Esk Head

0.0000

0 links

Acres to ha

Acres/roods

39190.0000

15859.6302316

Perches

.0000000 15859.6302 ha

Ha to Acres

0

0.00 acres

To + and -
Areas.

15859.6302

Area shown on
SO 10977

15859.6302



View Statutory Action

Parcel Reserve 3266
Current Purpose State Forest

Parcel Status Current

Statutory Action	Type	Recorded	Action	Status
New Zealand Gazette 1898 p 1457	Gazette Notice	25/11/2000	Create	Current
Statute				
Purpose	State Forest			
Name	Seaward State Forest			
Comments				

*** End of Report ***

TELECOM.750/1

HER MAJESTY THE QUEEN

and

TELECOM NEW ZEALAND LIMITED

DEED OF EASEMENT
(General Easement)

McVEAGH FLEMING
SOLICITORS
AUCKLAND

DEED OF EASEMENT

(General easement)

Date: 14. July 2000

PARTIES

- (1) THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 (the "Grantor")
- (2) TELECOM NEW ZEALAND LIMITED at Wellington (the "Grantee")

BACKGROUND

- (A) The Grantee wishes to enter upon and cross the Grantor's Land for the purposes of installing, maintaining and using telecommunications lines and works, and conveying electricity.
- (B) The Grantor has agreed to grant to the Grantee easements for those purposes on the terms and conditions set out in this Deed.

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1.1 DEFINITIONS

In this deed,

"Commencement Date" means the date first written above;

"Deed" means this deed, the Background and the Schedules annexed hereto;

"Easement Land" means the area of the Grantor's Land delineated on the plan on the Second Schedule setting out the location of the Lines and Works on the Grantor's Land being the area within which the Grantee may exercise the rights granted by this Deed;

"Grantee" includes the Grantee's servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee, but only where (in any case) the Grantee has allowed such person or persons to use the rights conferred by this Deed;

"Grantor's Land" means the land described in the Pastoral Lease;

"Lessee" means the lessee named in the Pastoral Lease;

"Line" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to Telecommunication, and includes any part of a Line, and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"Pastoral Lease" means pastoral lease no P64 recorded in the Register Book as Volume 529 Folio 43 (Canterbury Land District) and as is more particularly delineated in the plan drawn thereon;

"Telecommunication" means the conveyance, transmission, emission, or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not on any frequency and whether for the information of any person or not and includes any electronic power supply relating to Telecommunication.

"Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose of or in relation to or in any way connected with telecommunication and includes "existing works" as defined in the Telecommunications Act 1987 and its amendments.

1.2 Construction

In the construction of this Deed, unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to Clauses and Schedules are to the clauses and schedules of this Deed;
- 1.2.3 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
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. GRANT OF RIGHTS

- 2.1 The Grantor hereby grants to the Grantee, for a term of sixty (60) years commencing on the Commencement Date and (subject to clause 12) expiring on the day prior to the sixtieth anniversary of the Commencement Date, pursuant to section 60 of the Land Act 1948, the following easements in gross:

- 2.1.1 the right to construct, install and maintain Works as shown on the plan in the Second Schedule on that part of the Easement Land comprising an area approx 21m x 23m situated at Map Grid Reference: NZMS 260 M33 559 172 and to use the Works for the purposes of Telecommunication without interruption or impediment;
- 2.1.2 the right to lay and maintain Lines in and under the soil of that part of the Easement Land referred to in clause 2.1.1 and to use such Lines for the purposes of Telecommunication without interruption or impediment;
- 2.1.3 the right for the Grantee to enter upon, go, pass and repass by vehicle, air or foot over the Easement Land (and such part of the Grantor's Land immediately adjoining the Easement Land as may reasonably be necessary to exercise the rights in this clause, provided that the Lessee's consent is first obtained) with or without vehicles, laden or unladen and with materials, machinery and implements from time to time and at all times and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or altering and renewing any Lines or Works or any part thereof and of opening up the soil of the Easement Land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Grantor's Land.

3 CONSIDERATION

- 3.1 In consideration of the grant of easements in this Deed:
 - 3.1.1 the Grantee has paid the Grantor the sum of \$500.00 plus GST (receipt of which is acknowledged by the Grantor), and
 - 3.1.2 the Grantee shall duly observe the obligations imposed on it under this Deed.

4 PAYMENT OF COMPENSATION TO LESSEES

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

5 OBLIGATIONS OF THE GRANTEE

- 5.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:
 - 5.1.1 The Grantee shall when on the Easement Land:

- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;

- (ii) not use or cause to be used either any tracked vehicle or any other class of vehicle which has been prohibited by the Grantor;
- (iii) immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- (iv) take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease) on the Grantor's Land, and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.1 (iv)) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;
- (v) 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 repaired forthwith;
- (vi) ensure that the Grantee does not enter upon the Easement Land without first contacting the Lessees by telephone and advising them of their intention to enter upon the Easement Land for the purposes permitted in this Deed except in cases of emergency.

5.1.2 The Grantee shall, at its cost, maintain and repair to the reasonable satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged by the Grantee **PROVIDED THAT** the obligation to maintain and repair shall only arise if damage is caused by the Grantee.

- 5.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor if the actions of the Grantee result in damage to stock on the Grantor's Land.
- 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 or their 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 (which approval shall not be unreasonably withheld) 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.

6 OBLIGATIONS OF THE GRANTOR

- 6.1 The Grantor shall not grant any lease, licence or easement with respect to any part of the Grantor's Land or any building erected on it to any other party which authorises the operation of any equipment which causes interference (as defined in section 2 of the Radiocommunications Act 1989) with the operation of the Grantee's Telecommunication equipment on the Easement Land.
- 6.2 The Grantor shall not grow or permit to be grown any trees, shrubs or bushes of any description which will interfere with the rights granted by this Deed provided however that the provisions of this clause shall not apply so long as the Grantor hereunder is Her Majesty the Queen.

7 ACCESS TRACK

- 7.1 Access to the site will be by helicopter to be landed adjacent to the area referred to in clause 2.1.1.

8 OWNERSHIP OF LINES AND WORKS

- 8.1 All Lines and Works placed on the Easement Land by the Grantee 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 Easement Land.
- 8.2 The Grantee shall, on the expiry of the term or sooner determination of the rights created by this Deed, remove all Lines and Works from the Easement Land within one month and will restore the Grantor's Land to the condition that it was in at the commencement of this Deed.
- 8.3 In determining whether the Grantee has restored the Grantor's Land to the condition that it was in at the commencement of this Deed, the Grantor will take into account any changes since the Commencement Date in that part of the Grantor's Land where the Easement Land is located, and any other factors affecting the physical state of the Grantor's Land.
- 8.4 If the Grantee has not taken the steps set out in clause 8.2 within the specified time frame, the Grantor may remove all Lines and Works from the Easement Land and restore the Grantor's Land to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

9 COSTS

- 9.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs and expenses where recovery of those costs is permitted by law) in relation to the preparation registration and enforcement of any provisions in this Deed.
- 9.2 All costs for the installation of Lines and carrying out of Works permitted by this Deed shall be paid for by the Grantee.

10 INDEMNITY

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

11. GRANTOR'S LIABILITY EXCLUDED

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

12 TERMINATION

- 12.1 The Grantee may terminate the rights created by this Deed by the giving of twelve months notice in writing to the Grantor and on termination pursuant to this clause the provisions of clause 8 shall be applicable.

13 REGISTRATION

- 13.1 The parties shall take and do all such acts and things necessary to ensure that this Deed may be registered if the Grantee wishes to register the Deed or a Memorandum of Transfer Grant of Easement on substantially the same terms in the appropriate Land District.

14 DELEGATION

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

15 DISPUTES

- 15.1 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

eww *CRB*

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.

16 NOTICES

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

16.1.1 The Grantor's Address as set out in paragraph 2 of the First Schedule.

16.1.2 The Grantee's Address as set out a paragraph 5 of the First Schedule.

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

17 SEVERABILITY

17.1 If any part of this Deed is held by any court or administrative 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.

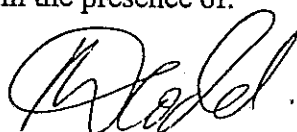
18 TELECOMMUNICATIONS ACT

18.1 Nothing in this Deed shall be construed to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Telecommunications Act 1987 or any statutory amendment or re-enactment thereof.

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

SIGNED by the Commissioner of
 Crown Lands ~~DAVID JOSEPH~~
~~GULLEN~~ pursuant to the Land Act
 1948 in the presence of:

ROBERT WILLIAM LYSAGHT
 PURSUANT TO A DELEGATION
 FROM THE COMMISSIONER
 OF CROWN LANDS

MICHAEL JOHN TODD
 PORTFOLIO MANAGER
 CROWN PROPERTY MANAGEMENT
 OF LINZ, CHRISTCHURCH

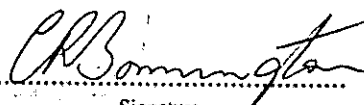


SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED
on the 17th day of May 2000 by two of its Attorneys:
and

Tina Ming-Wong
Environmental Manager
Wellington

Craig Ritchie Bonnington
Network Property Information Manager
Telecom New Zealand Limited


Signature


Signature

in the presence of:

WITNESS: (to both signatures)


Signature

Belinda Kate Rusbatch
Acquisition Project Consultant
Wellington

Name:
Occupation:
Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Tina Ming-Wong
Environmental Manager
Wellington

and Craig Ritchie Bonnington
Network Property Information Manager
Telecom New Zealand Limited

hereby severally certify:

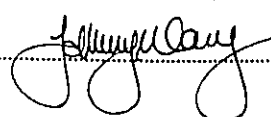
1. That by a Power of Attorney dated 26 February 1998 copies of which are deposited in the Land Titles Offices at:

Auckland	as No D250016.1F	Gisborne	as No G219546.1	Napier	as No 668157
Blenheim	as No 196252.1	Hamilton	as No B469761.1	Nelson	as No 375631.1
Christchurch	as No A342475.1	Hokitika	as No 109390.1	New Plymouth	as No 448858.1
Dunedin	as No 944665.1	Invercargill	as No 256408.1	Wellington	as No B654792.1

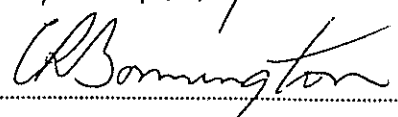
Telecom New Zealand Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Property Acquisitions and Divestments, Telecom New Zealand Limited; the Environmental Manager, Telecom New Zealand Limited; the Network Property Information Manager, Telecom New Zealand Limited; the Property Divestments Manager, Telecom New Zealand Limited; the Manager, Network Property Asset Utilisation, Telecom New Zealand Limited; the Manager, Telecom Property Services, Telecom New Zealand Limited; the Commercial Manager, Telecom Property Services, Telecom New Zealand Limited; the Manager, Corporate Services, Telecom New Zealand Limited; the Manager, Capability Management, Telecom New Zealand Limited.

2. That we are employed by Telecom in the offices set out above under our respective names and as such are Attorneys for Telecom pursuant to the said Power of Attorney.
3. That at the date hereof we have not received any notice or information of the revocation of that appointment by the commencement of liquidation of Telecom or otherwise.

SIGNED at Wellington
this 17th day of May 2000


Signature

SIGNED at Wellington
this 17th day of May 2000


Signature

FIRST SCHEDULE

1. GRANTOR'S LAND

15,859.6303 ha being Run 141 "Esk Head" situated in Katrine, Noble, Esk and Okuku Survey Districts and being all of the land referred to in Pastoral Lease No P64 entered in the Canterbury Land District Register Book Vol 529 Vol 43.

2. GRANTOR'S ADDRESS

Land Information New Zealand
Lambton House
110 Lambton Quay
Wellington

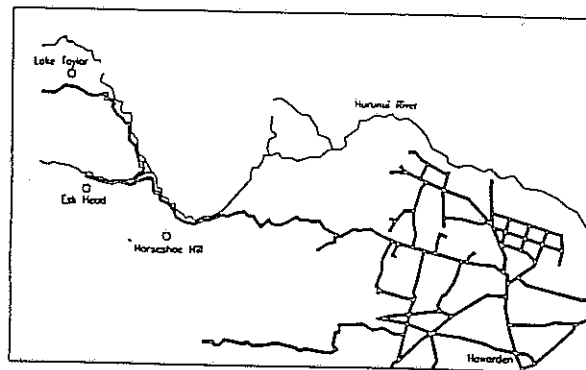
Attention: The Commissioner of Crown Lands

3. GRANTEE'S ADDRESS

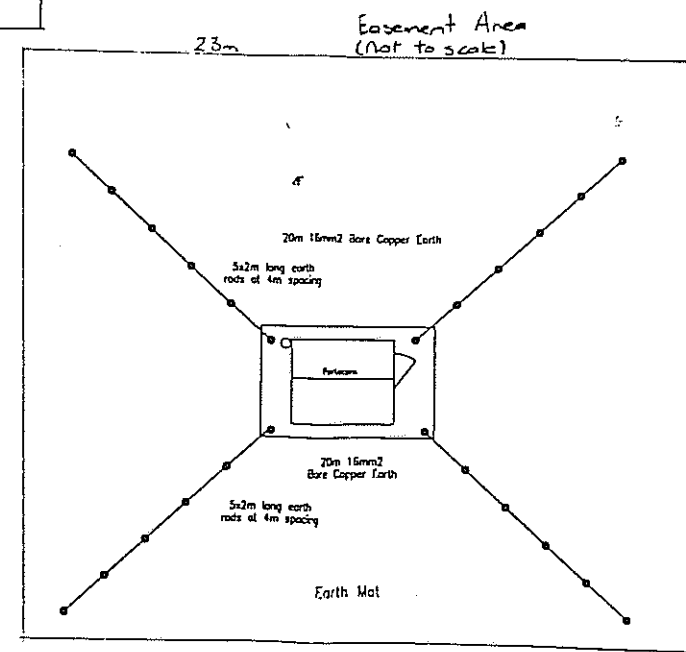
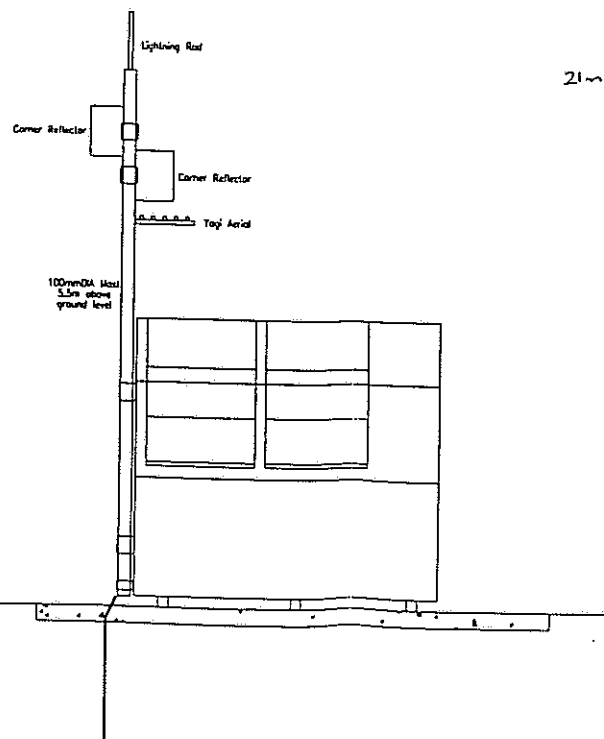
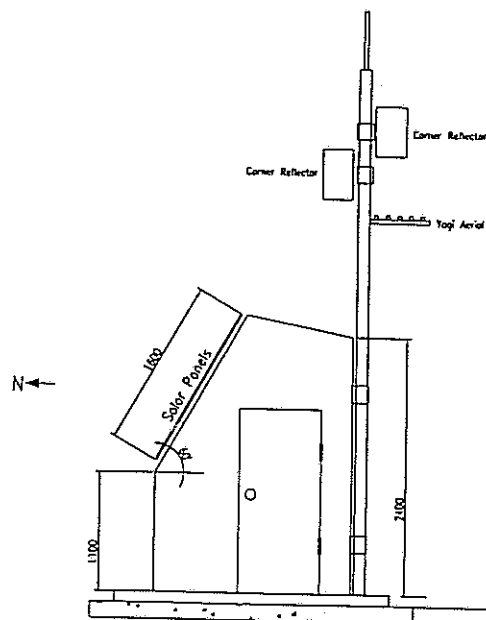
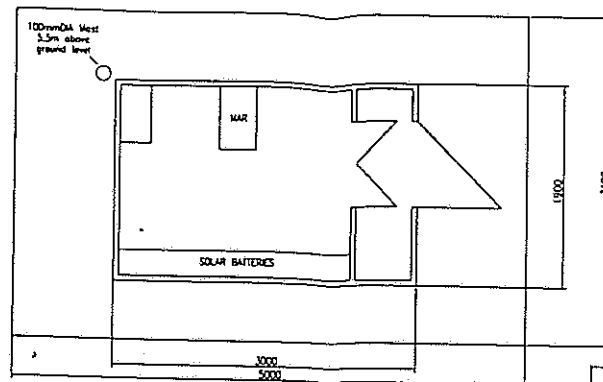
Telecom Centre L1U2
49-55 Tory Street
Wellington

Attention: The Manager
Property Acquisitions and Divestments
(or such other person as the Grantee may hereafter advise in writing to the Grantor)

all
lls



Locality NTS



* Note: Access by helicopter only

NOTES
Mast 100mm Galv Pipe 6.5m
Colour of Portacam - Desert Sand
Map Grid Reference - M33 559 172



Telecom New Zealand Limited
Christchurch

HORSESHOE HILL
CMAP

Origin :	Drawn: DPH
Designed :	Date : 18.12.97
File Reference :	C1025702.mxd

Lake Taylor (Sisters Stream)
Map Ref NZ260 M33 516257

9.4 km

Horseshoe Hill
Map Ref NZ260 M33 559172

3.5 km

Esk Head
Map Ref NZ260 M33 533198

37.4 km

Mt Alexander
Map Ref NZ260 N33 948112

Layout of Proposed Radio System
for Esk Head and Lake Taylor



View Statutory Action

Parcel Crown Land Survey Office Plan 10977
Current Purpose Crown Land Reserved from Sale (Marginal Strip)

Parcel Status Current

Statutory Action	Type	Recorded	Action	Status
Sec 58 Land Act 1948	Other Statutory actions	25/11/2000	Create	Current

Statute
Purpose Crown Land Reserved from Sale (Marginal Strip)
Name
Comments

*** End of Report ***



View Statutory Action

Parcel Crown Land Survey Office Plan 5529
Current Purpose Crown Land Reserved from Sale (Marginal Strip)

Parcel Status Current

Statutory Action	Type	Recorded	Action	Status
Sec 58 Land Act 1948	Other Statutory actions	25/11/2000	Create	Current

Statute
Purpose Crown Land Reserved from Sale (Marginal Strip)
Name
Comments

*** End of Report ***



View Statutory Action

Parcel Crown Land Survey Office Plan 5529A
Current Purpose Crown Land Reserved from Sale (Marginal Strip)

Parcel Status Current

Statutory Action	Type	Recorded	Action	Status
Sec 58 Land Act 1948	Other Statutory actions	25/11/2000	Create	Current

Statute

Purpose Crown Land Reserved from Sale (Marginal Strip)

Name

Comments

*** End of Report ***

LANDONLINE REQUESTS

29/8

Opus International

Dunedin

Private Bag 1913

Post

Job No. 162 56

Being Processed.

Completed

Fax 03 474 89 95

Can'ty

Ordinary Title Ref	Guaranteed Title Ref	Document No.	Plan No.
		309504-2	
		(E Lec. Aggr)	

(New Zealand)

Approved by the Registrar General of Land No. 818810

Application To Register Electricity Agreement

IN THE MATTER of Section 50 of the Electricity Act, 1968

(1) Here insert district TO: The District Land Registrar of the District of (1) Canterbury

(2) Here insert full name occupation and address of authorised officer. I, (2) DOUGLAS WILSON HARRIS of Rangiora, General Manager

(3) Here insert full name of the Power Board. being the authorised officer (within the meaning ascribed to that term by Section 2 of the Electricity Act 1968) of the (3) NORTH CANTERBURY ELECTRIC POWER BOARD

(hereinafter referred to as "the Board") a duly licensed electrical supply authority under Part III of the said Act HEREBY APPLY on behalf of the Board for registration against the title to the land/interest in land set forth in the First Schedule hereto of the electricity agreement a true copy of which is set forth in the Second Schedule hereto AND I CERTIFY that such copy of the electricity agreement set forth in the Second Schedule hereto is a true and correct copy thereof and that such electricity agreement is one which may be registered against the title to the said land/interest in land under Section 50 of the said Act.

DATED the 20th day of January 1981

SIGNED by the said DOUGLAS

WILSON HARRIS

as authorised officer in the presence of

M. J. J. J.
Solicitor
Rangiora

FIRST SCHEDULE

(4) Here insert full description of land/interest in land

(4) Fee Simple

Title	Area	Description
136/170	16.1874 ha	R.S.s 15602 and 15603 Noble S.D.
142/22	16.1874 ha	R.S.s 34647 and 34648 Block VI Noble S.D.
408/246	16.9967 ha	R.S.s 2448 and 3216 Blocks VIII Noble S.D.
<u>Leasehold</u>		
Pastoral Lease		Run 141 "Esk Head" situated in Katrine
P 64	14201.6332 ha	Noble Esk and Okuku S.D.s
Title 529/43		

SECOND SCHEDULE

ELECTRICITY AGREEMENT

AN AGREEMENT made this 16th day of December One thousand
nine hundred and eighty (19) 80

BETWEEN NORTH CANTERBURY ELECTRIC POWER BOARD

an Electrical Supply Authority duly licensed under the Electricity Act 1968 and having its principal office
at Rangiora (hereinafter together
with its successors and assigns referred to as "the Board") of the one part

AND GUY PALIN DAMPIER-CROSSLEY of Rotherham, Sheepfarmer and
CATHERINE MARY CAMERON of Perth, Western Australia,
Married Woman

(hereinafter referred to as "the Consumer") of the other part

WHEREAS

A. THE Consumer is the registered proprietor of an estate in fee simple } in the land described in the
in leasehold }

Schedule hereto (hereinafter referred to as "the said land").

B. THE Board is the Electrical Supply Authority licensed to supply electricity to the public in the area
in which the said land is situated.

C. THE Board has agreed to make an extension to its present works (hereinafter referred to as "the
said extension") to supply electricity as an uneconomic supply in terms of Regulation 21 of the Electrical
Supply Regulations 1967 to the Consumer for use in buildings and installations erected on the said land (here-
inafter referred to as "the said buildings and installations") upon condition that the Consumer undertakes
irrespective of the quantity of electricity supplied to make minimum payments to the Board in accordance
with the provisions hereinafter appearing.

NOW THEREFORE IT IS AGREED AND DECLARED by and between the parties as follows:—

1. IN this agreement—

- (a) the word "Consumer" shall mean and include the person or persons or body or bodies corporate
abovenamed together with in the case of a person or persons his her or their respective executors
administrators and assigns and in the case of a body or bodies corporate its respective successors
and assigns and shall also mean and include the registered proprietor or proprietors for the time
being of the said land or any part thereof. Where there are two or more persons and/or bodies
corporate abovenamed as "Consumer" each shall be jointly and severally liable hereunder;
- (b) "the Regulations" means the Electrical Supply Regulations, 1967;
- (c) the words "extension," "works," "uneconomic supply," "annual sum guaranteed," "consumer,"
and "area of supply" shall have the same meanings as those respectively ascribed to such words
by the Regulations.

2. THE BOARD shall make available by means of the said extension a supply of electricity to the Con-
sumer for use in the said buildings and installations on the 1st day of December
19 80 or at the option of the Board on such earlier date as it may appoint AND the Consumer
acknowledges that such supply will be an uneconomic supply.

3. IN consideration of the Board making such uneconomic supply of electricity available to the Consumer
as aforesaid the Consumer hereby undertakes to pay to the Board annually for a period of twenty (20)
years computed from the day the Board notifies the Consumer in writing that a supply of electricity is
available from the said extension the sum of \$ 2,000.00 (hereinafter referred to as "the
Consumer's annual payment") the first of the Consumer's annual payments to be made within one month
from the expiration of the first year of the term of this agreement and succeeding annual payments to be
made within one month of the anniversary of such expiration date PROVIDED HOWEVER that the Board
shall credit to the Consumer in reduction of the Consumer's annual payment for any particular year all
money paid by the Consumer to the Board for electricity used from the said extension for the said buildings
and installations in that year charged according to the tariff in force at the time in the locality of the said
land for the same type of service.

4. WHERE the amount of money paid by the Consumer to the Board for electricity used as aforesaid in any particular year exceeds the amount of the Consumer's annual payment such excess shall where appropriate be used in accordance with Regulation 21 (2) (d) of the Regulations to reduce the liability of any other consumer using the said extension to meet such other consumer's proportion of the annual sum guaranteed in respect of the said extension.

5. THE Board may at its discretion supply electricity to other persons and/or bodies corporate within its area of supply either from the said extension or by means of an extension of the said extension and in such case the provisions of Regulation 21 (2) (c) or Regulation 21 (2) (f) or Regulation (21) (2) (g) of the Regulations as the case may be shall apply and if appropriate the liability of the Consumer hereunder shall be adjusted accordingly.

6. THE liability of the consumer hereunder and the liability of the other consumers shall be subject to review under Regulation 21 (2) (h) of the Regulations.

7. IF the liability of the Consumer hereunder shall be varied or altered in accordance with the provisions herein contained or implied then and as often as this shall happen the Board may require the Consumer to enter into and execute an agreement varying this agreement and such agreement so varying this agreement shall be an "Electricity Agreement" within the meaning of the Electricity Act, 1968.

8. THE Consumer acknowledges that before this agreement was executed the Board notified him of the terms and conditions of Regulation 21 of the Regulations.

9. THIS agreement is an "Electricity Agreement" within the meaning of the Electricity Act 1968 and is intended to be registered against the title/s to the said land.

10. THE costs and disbursements of the Board's Solicitors of and incidental to searching the title/s to the said land and preparing obtaining execution of and registering this agreement or any agreement varying this agreement and obtaining any consent required by the Board thereto shall be borne by the Consumer and shall be paid to the Board upon demand and until payment are hereby declared to be monies due on account of electricity supplied.

IN WITNESS WHEREOF this agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore written.

SCHEDULE

(1) Here insert full description of land/interest in land

Fee Simple

<u>Title</u>	<u>Area</u>	<u>Description</u>
136/170	16.1874 ha	R.S.s 15602 and 15603 Noble S.D.
142/22	16.1874 ha	R.S.s 34647 and 34648 Block VI Noble S.D.
408/246	16.9967 ha	R.S.s 2448 and 3216 Blocks VIII Noble S.D.

Leasehold

Pastoral Lease

P 64 14201.6332 ha

Run 141 "Esk Head" situated in Katrine Noble Esk and Okuku S.D.s

Signed by the said DOUGLAS WILSON
HARRIS on behalf and with the
authority of the NORTH
CANTERBURY ELECTRIC POWER BOARD

D.W. Harris
General Manager

in the presence of

R.B. Venning
Solicitor
Rangiora

~~The Common Seal of~~

SIGNED by the said

GUY PALIN DAMPIER-CROSSLEY

as Consumer was hereunto affixed in the presence of

Guy P. Dampier-Crossley

J.E. England
Solicitor
Christchurch

Signed by the said CATHERINE MARY
CAMERON by her attorney
ERNEST EVEREST ENGLAND

Catherine Mary Cameron by her attorney E.E. England

as Consumer in the presence of

J.E. England
Solicitor
Christchurch

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

- I, ERNEST EVEREST ENGLAND of Christchurch in New Zealand, Solicitor hereby certify:
- That by deed dated the 27th day of April 1966 CATHERINE MARY CAMERON wife of Robert Keats Cameron of Western Australia, Finance Manager appointed me her attorney on the terms and subject to the conditions set out in the said deed, which was deposited in the Land Registry Office at Christchurch as Number 305213/1.
 - That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said CATHERINE MARY CAMERON

No.

Correct for the purposes of the Land Transfer Act.

**APPLICATION TO REGISTER
ELECTRICITY AGREEMENT**

M. Lunn
Solicitor for the Power Board.

over freehold andland
leasehold

situated in

G.P. DAMPIER-CROSSLEY & ANOR. Consumer.

NORTH CANTERBURY ELECTRIC Power Board.

Particulars entered in the Register Book,

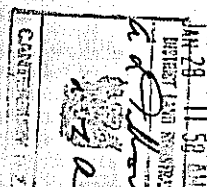
Vol. Folio

the day of 19
at o'clock.

District Land Registrar
Assistant

of the District of

STONE-KURTA & CO., VENNING, BROWN & CO.,
Solicitors,
Wellington Christchurch.



309501
136170152
142/22/40
136170152