

Crown Pastoral Land Tenure Review

Lease name: HOME HILLS

Lease number: PO 383

Preliminary Proposal - Part 2

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

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

March

06

Appendix 5: Copy of easement in favour of The Hawkdun Idaburn Irrigation Company Limited

THIS DEED is made this ^{4th} day of ^{MAY} 1994
 BETWEEN HAWKDUN IDABURN IRRIGATION COMPANY LIMITED, a duly incorporated company having its registered office at Ranfurly (herein called "the Grantee") of the one part and HER MAJESTY THE QUEEN acting through the Commissioner of Crown Lands (herein called "the Grantor") of the other part WHEREAS the Grantor is the owner of the land described in the Schedule hereto AND WHEREAS the Grantor has agreed to grant in favour of the Grantee an easement in the terms and conditions hereinafter appearing pursuant to Section 60 of the Land Act 1948.

AND WHEREAS the Grantee is a 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 Section 60 of the Land Act 1948 and of the Irrigation Schemes Act 1990 the Grantor DOTH HEREBY TRANSFER AND GRANT unto the Grantee and its successors AS AN EASEMENT IN GROSS FOREVER upon the terms and conditions as follows:

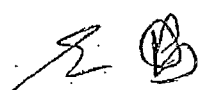
- A. The full free uninterrupted and unimpeded right to have and maintain irrigation races over the land of the Grantor in positions shown on the diagram or diagrams annexed hereto.
- B. The full free uninterrupted and unimpeded right to convey and transport water over along and through those irrigation 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.
- D. 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.

EB

B. 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 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 10 metres.

UPON the terms and conditions as follows:

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 SAVE 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 save 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 impedence 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.

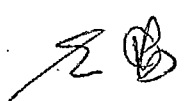
6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in respect thereof AND in the event that any such should happen 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 Grantee 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. 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 then this easement shall apply wholly thereto as if that total width was not exceeded in any case 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.

13. That so long as the fee simple estate of the Grantor in the land set out in the schedule hereto is subject to a Lease or Licence then:

- (a) Any right of action or remedy which shall at any time hereafter accrue to the Grantee by reason of any breach of non-observance of any of the covenants herein expressed or implied and on the part of the Grantor to be observed or performed shall be enforced only against the registered proprietor for the time being of the Lease/Licence in respect of which such breach or non-observance shall occur or against the registered proprietor thereof at the time of such occurrence aforesaid to the intent that the liability of any registered proprietor for the time being of the Lease/Licence shall cease (except as to the Act and defaults occurring in respect of the land of which he is registered proprietor and while he is so registered) upon his ceasing to be the registered proprietor of the Lease/Licence in respect of which such breach or non-observance shall occur.

- (b) Any consents or approvals to be given by the Grantor shall not be required PROVIDED that the Lessee/Licencee has given consent or approval pursuant to a like easement granted by the Lessee/Licencee.
- (c) References herein to the Grantor shall where necessary and relevant to the context be deemed to include any such Lessee or Licencee from the Grantor and where necessary or relevant in the context shall be deemed to be a reference to such Lessee or Licencee in lieu of the Grantor.

SCHEDULE OF LAND

<u>Title</u>	<u>Area</u>	<u>Description</u>
386/142	6969.9198 Ha	Part Section 5 Block III Ahuriri Survey District and Run 322E Ahuriri Hawkdun and Gala Survey Districts. <u>Subject to:</u> Pastoral Lease No. P 209
338/148	10298.5675 Ha	Section 94 Block I St Bathans Survey District and Runs 227A and 582 Gala Hawkdun St Bathans and Turnagain Survey Districts <u>Subject to:</u> Pastoral Lease No. P.85
338/139	5719.7687 Ha	Section 19 Block X Section 5 Block XI Blackstone Survey District Part Runs 224A and 227 Blackstone St Bathans and Turnagain Survey Districts <u>Subject to</u> Pastoral Lease No.92
386/75	12355.0527 Ha	Runs 227B and 227C Turnagain, St Bathans, Idaburn and Blackstone Survey Districts <u>Subject to</u> Pastoral Lease No. P181
3B/847	2339.3350 Ha	Part Run 790 in Blocks II, III and IV Idaburn Survey Districts and Blocks IV, V, VIII and IX Naseby Survey District <u>Subject to</u> Pastoral Lease No. 321
B2/1276	1815.8799 Ha	Part Run 306 and part Section 30 and Sections 34,37 and 38 Block VII Naseby Survey District and Sections 1,2 and 3 S.O. Plan 22565 <u>Subject to</u> Pastoral Lease No. P268
386/68	2639.9229 Ha	Sections 27, 28, 29, 34, 35, 36, 37, 38, 39, 43, 50, 51, 107, 143 part 106 Block I Section 17 Block II and Parts Run 219C Naseby Survey District <u>Subject to</u> Pastoral Lease No. P.74

I N W I T N E S S whereof these presents have been

executed the day and year first before written.

THE COMMON SEAL of HAWKDUN IDABURN)
COMPANY LIMITED was hereunto affixed)
in the presence of:)



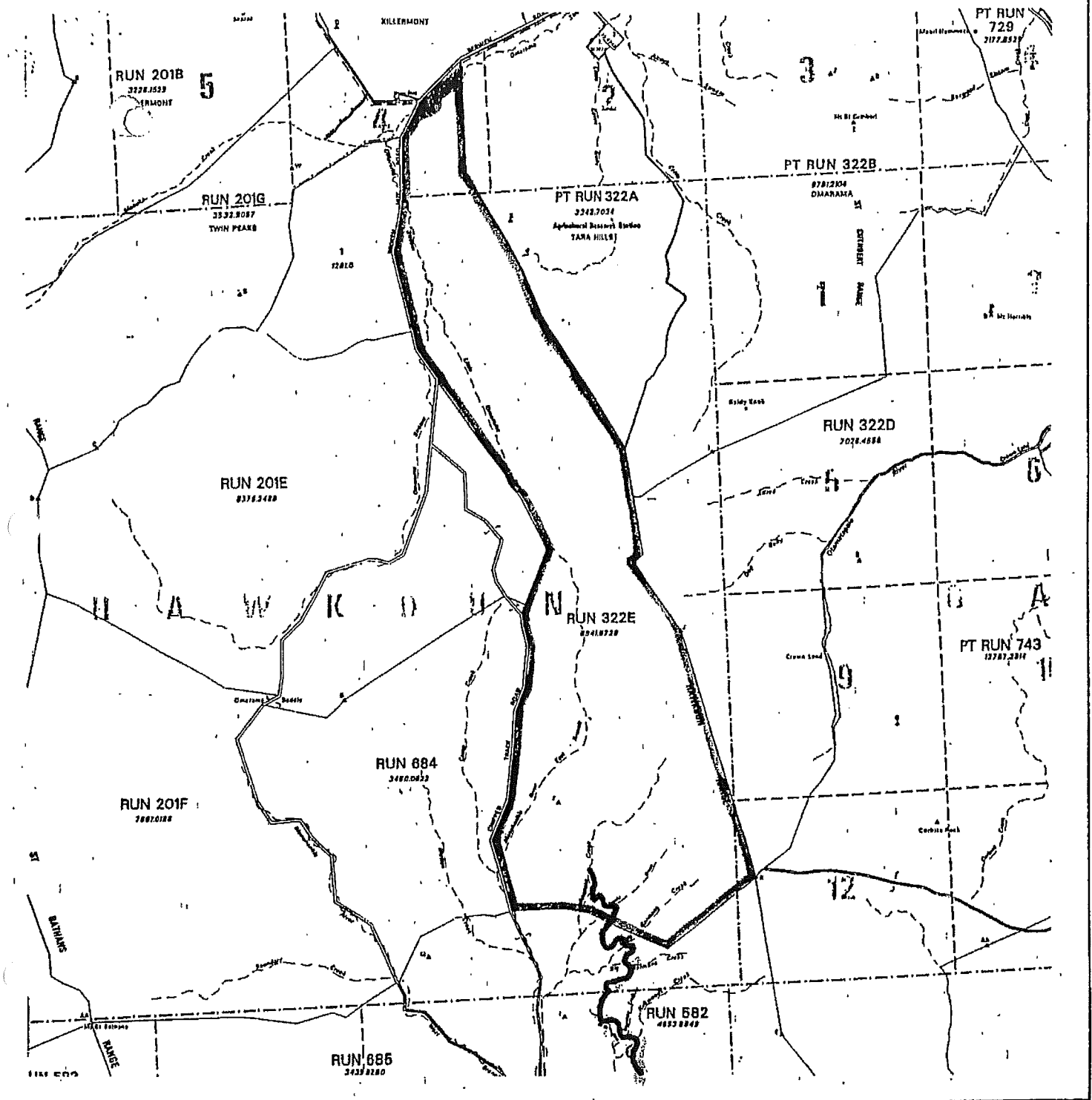
[Handwritten signature]
.....Director

G. F. Darling
.....Director/Secretary

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN)
by the Commissioner of Crown)
Lands in the presence of:)
in the presence of:)

[Handwritten signature]
.....
Commissioner of Crown Lands

Witness: *Bullen*
Pastoral Administration Officer
Occupation: *Department of Survey and Land Information*
Address: *Wellington*.....



OPTIONAL EASEMENTS IN GROSS

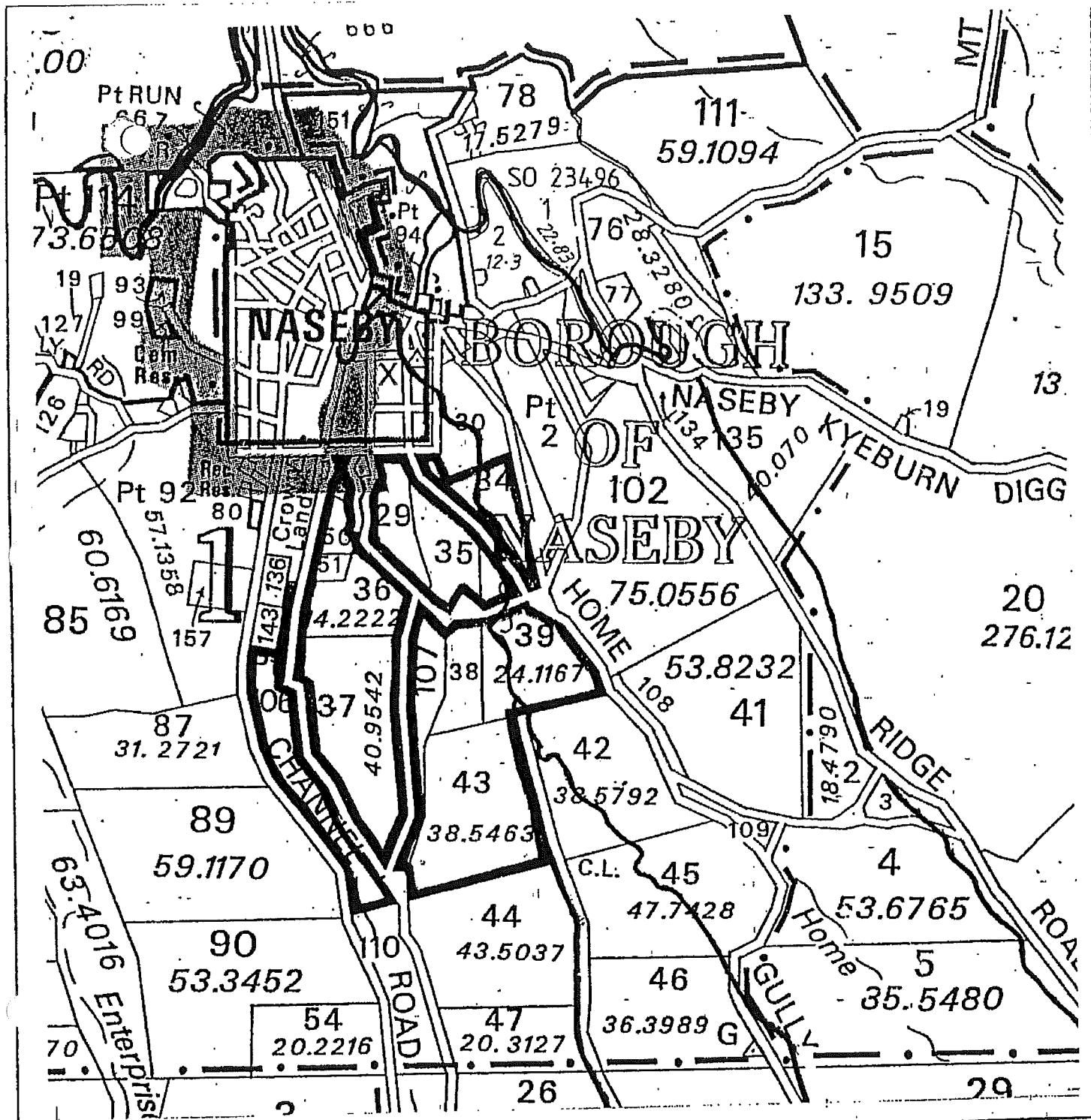
PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 386/142		Run 322E & Sec 5	Hawkdun-Idaburn Irrigation Company Limited

Plan of Easement Over
 Sec 5 Blk III Ahuriri S.D. and
 Run 322E Ahuriri, Hawkdun and Gala S.D.'s

OTAGO LAND DISTRICT
 CENTRAL OTAGO DISTRICT COUNCIL

SCALE 1:130000
 DATE 28-11-91

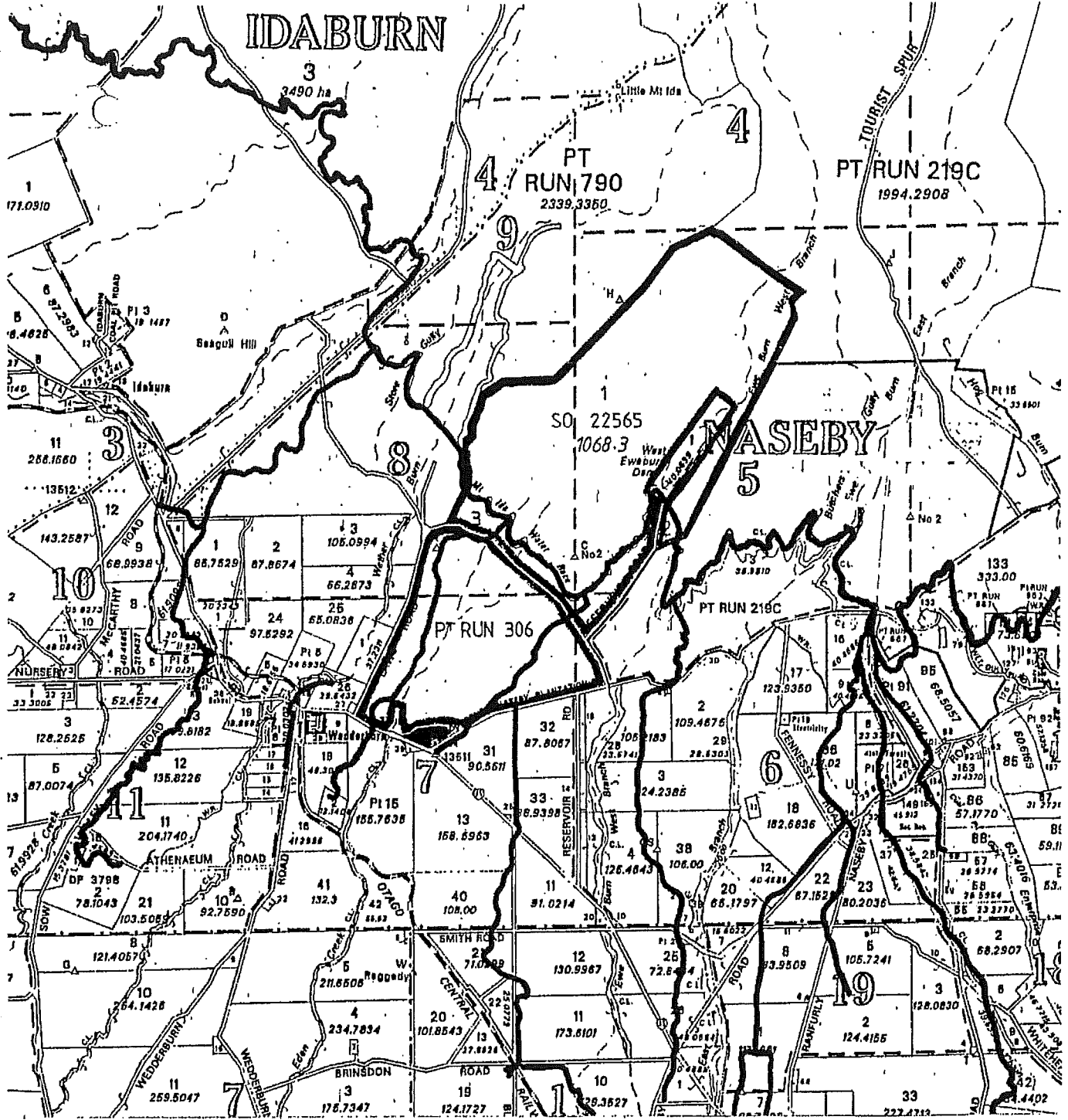
PREPARED BY
 DEPT. OF SURVEY AND LAND INFORMATION



OPTIONAL EASEMENTS IN GROSS


PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	Pt CL 386/68		Sec's 27-29, 34-39, 43, 50, 51 & 107 and Pt Sec 106.	Hawkdun-Irdburn Irrigation Company Limited

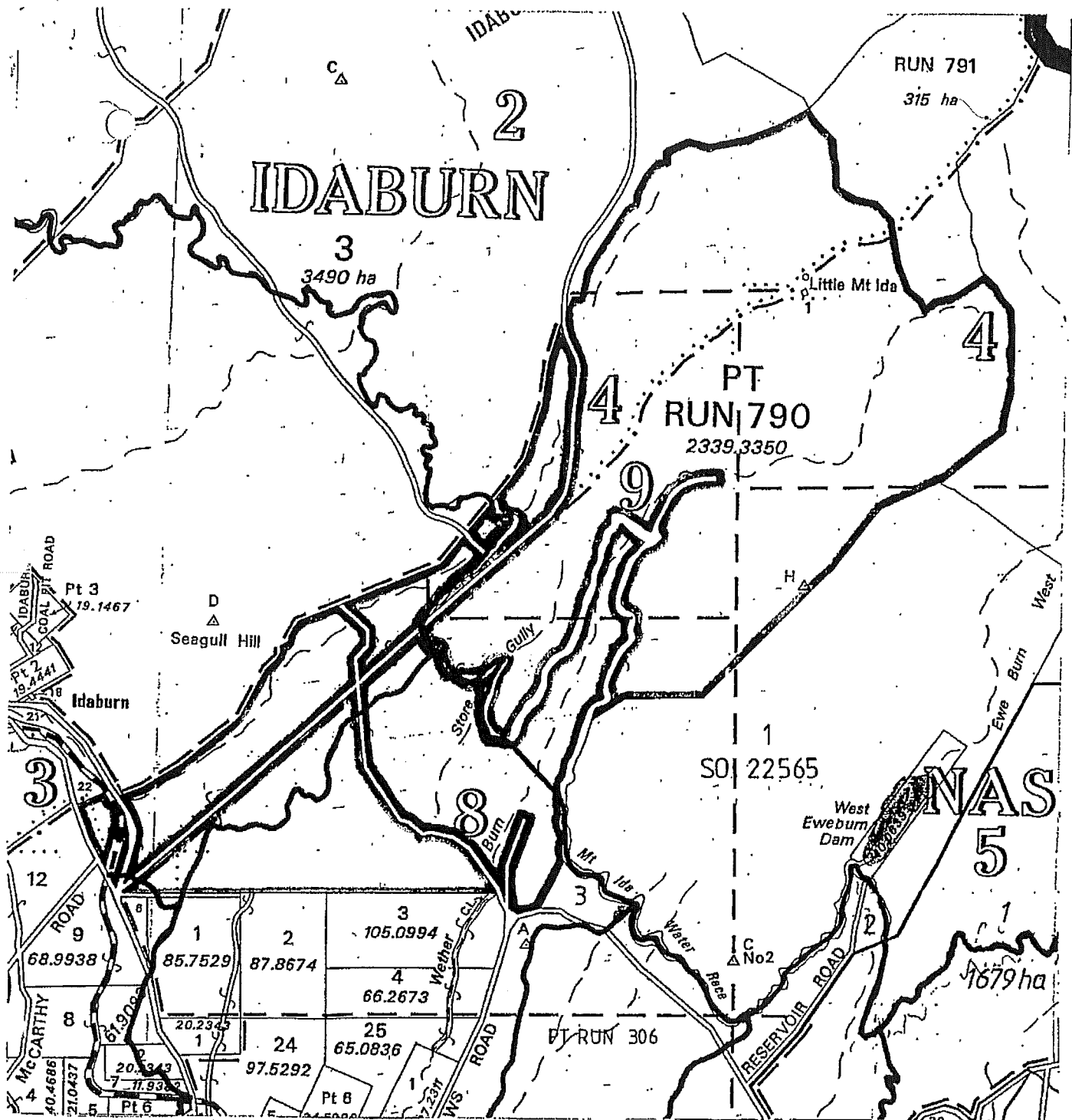
Plan of Easement Over
 Sec's 27-29, 34-39, 43, 50, 51 & 107 and Pt Sec 106 Blk I Naseby S.D.



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL B21/1276		Sec's 1,2,3, Pt Sec 30 and Pt Run 306	Hawkdun-Idaburn Irrigation Company Limited

 Plan of Easement Over
 Sec's 1, 2 & 3 SO 22565, Pt Sec 30 and Pt Run 306 Naseby S.D.



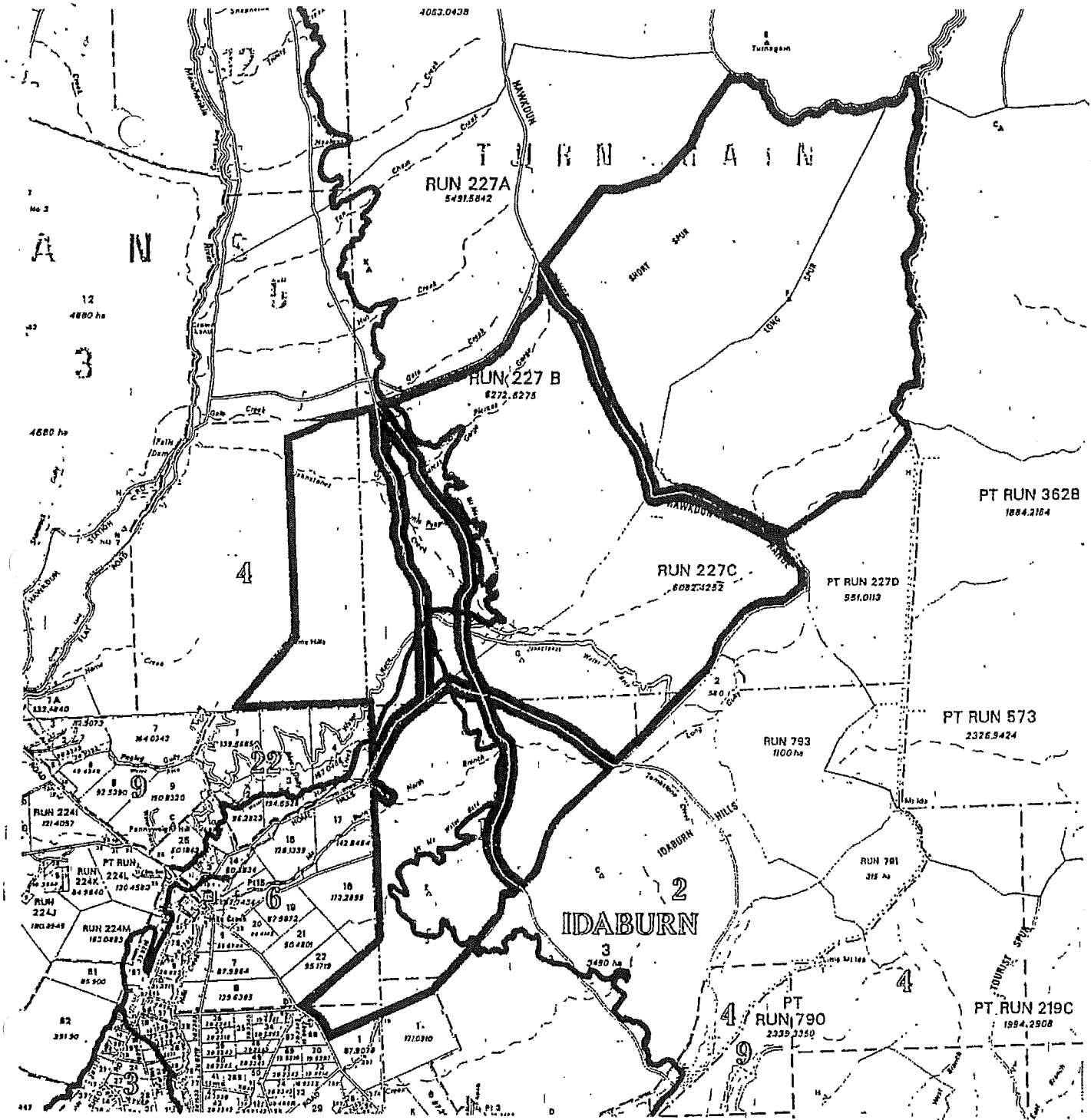
OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 3B/847		Pt Run 790	Hawkdun-Idaburn Irrigation Company Limited

E B

Plan of Easement Over
Pt Run 790 Idaburn and Naseby S.D's.

OTAGO LAND DISTRICT CENTRAL OTAGO DISTRICT COUNCIL	SCALE 1:50 000 DATE 5-12-91	PREPARED BY DEPT. OF SURVEY AND LAND INFORMATION
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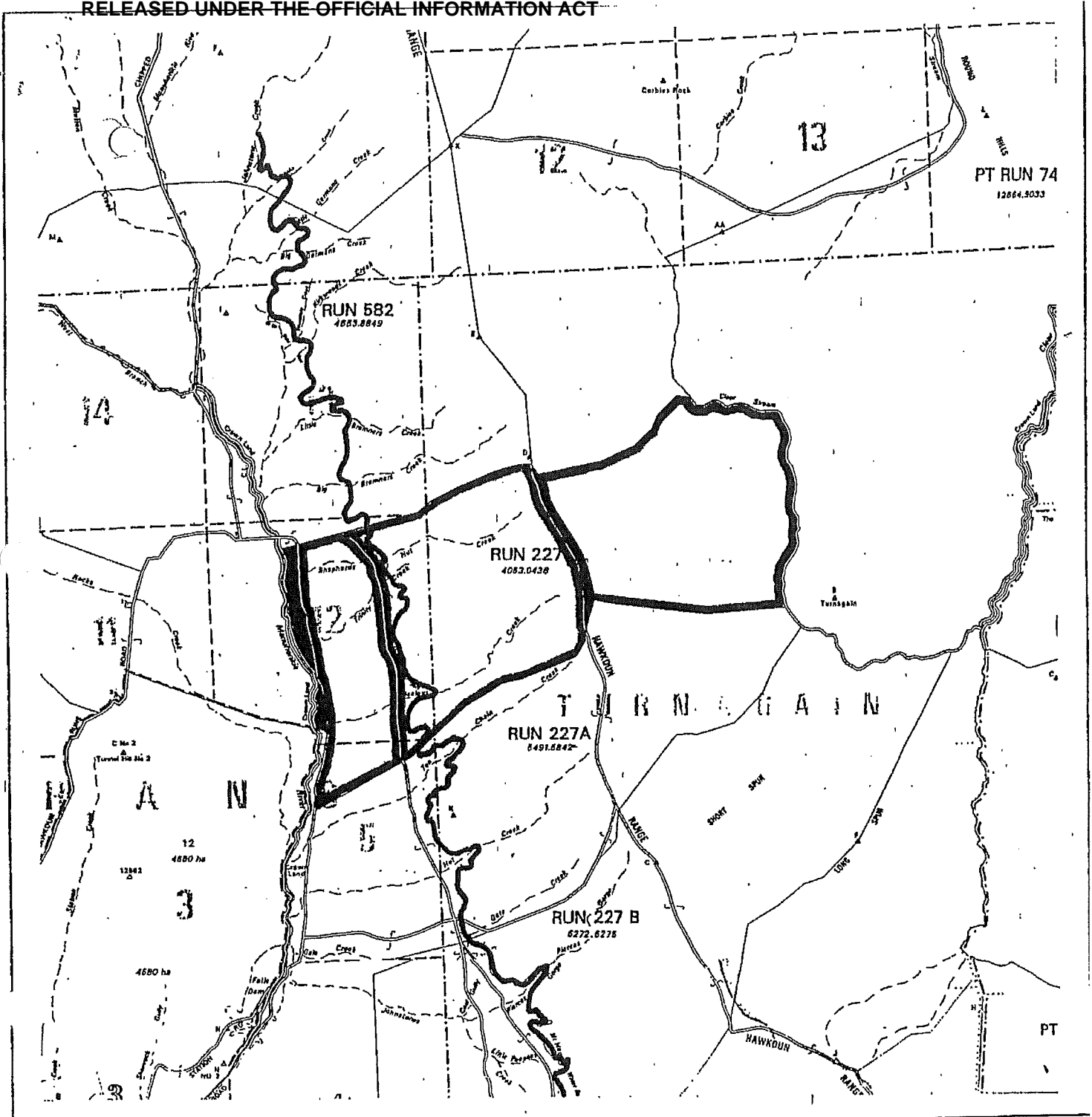


OPTIONAL EASEMENTS IN GROSS

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

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

OTAGO LAND DISTRICT CENTRAL OTAGO DISTRICT COUNCIL	SCALE 1: 110 000 DATE 5-12-91	PREPARED BY DEPT. OF SURVEY AND LAND INFORMATION
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OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	Pt Cl 338/139		Run 227	Hawkdun-Idaburn Irrigation Company Limited

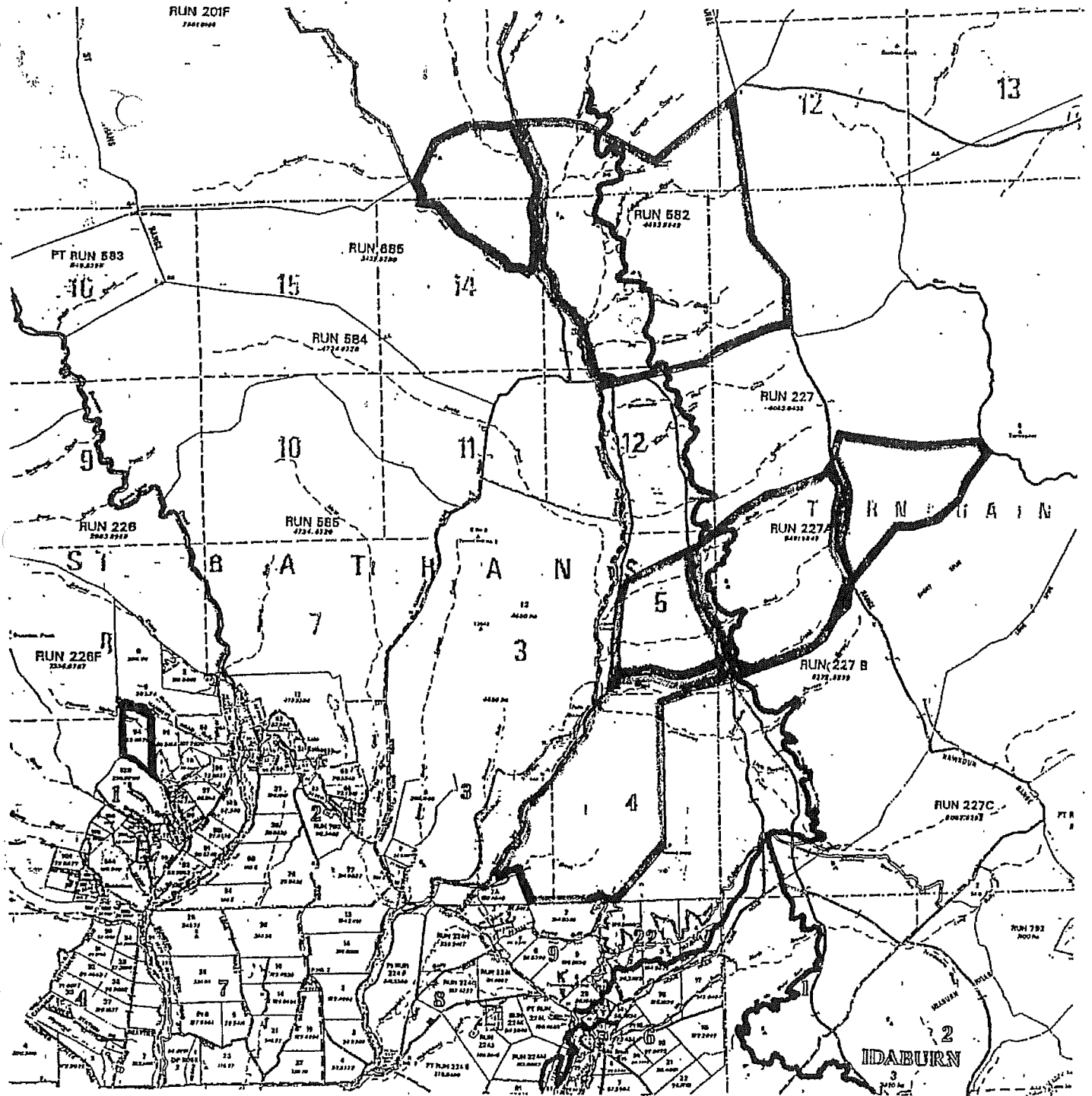
EB

Plan of Easement Over
Run 227 St Bathans and Turnagain S.D.

OTAGO LAND DISTRICT
CENTRAL OTAGO DISTRICT COUNCIL

SCALE 1:110 000
DATE 4-12-91

PREPARED BY
DEPT. OF SURVEY AND LAND INFORMATION



OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 338/148		Sec 94 and Runs 227A. & 582.	Hawkdun-Idaburn Irrigation Company Limited

RB

Plan of Easement Over
 Sec 94 Blk I St Bathans S.D.
 and Runs 227A & 582 Gala, St Bathans, Hawkdun & Turnagain SD's

OTAGO LAND DISTRICT
 CENTRAL OTAGO DISTRICT COUNCIL

SCALE 1:50 000
 DATE 5-12-91

PREPARED BY
 DEPT. OF SURVEY AND LAND INFORMATION

DATED _____ 19__

HAWKDON LARURN IRRIGATION CO. LTD
Grantee

HER MAJESTY THE QUEEN
Grantor

DEED OF GRANT OF BASEMENT

FRASER MACDONALD MARTIN & CO
SOLICITORS
RANFURLY

Appendix 6: Copy of Caveat registered as Transfer 5971197.1

CAVEAT

[Caveat forbidding registration of dealing with Estate or Interest]
Land Transfer Act 1952

X 5971197.1 Caveat

Cpy - 01/01, Pgs - 002, 19/04/04, 07:56



DocID: 610114258

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

OTAGO

Certificate of Title No.

15C/21

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

ALL

Caveator Surnames must be underlined

FALLS DAM COMPANY LIMITED

Estate or Interest claimed

Pursuant to an agreement by the Commissioner of Crown Lands, as grantor, recorded by decision dated 12 September 2002 (Case Number 03/44), to grant an easement to the FALLS DAM COMPANY LIMITED as grantee over that land containing 3199.5846ha being Part Run 227A and subject to Pastoral Lease P383 comprised in Computer Interest Register OT15C/21 and consented to by Euan Sclater JOHNSTONE as lessee of the pastoral lease.

Notice Clause

Take notice that the above-named Caveator forbids the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me, or by order of the High Court, or until the same has lapsed under the provisions in that regard contained in Section 145 of the Land Transfer Act 1952.

Place where notices may be served

The offices of Messrs Checketts McKay, Barristers & Solicitors, 77 Centennial Avenue (PO Box 41), Alexandra.

Address for service of Registered Proprietor

~~Commissioner of Crown Lands c/o DTZ New Zealand Limited, 43 Tarbert Street (PO Box 27), Alexandra; JOHNSTONE c/o AB Gray & Associates, Barristers & Solicitors, 33B Main Street (PO Box 293), Gore~~

Dated this

14

day of

April 2004.

Attestation

FALLS DAM COMPANY LIMITED by its solicitor and duly authorised agent JOHN ALEXANDER WILLIAMSON

Signature, or common seal of Caveator

Signed in my presence by the Caveator
Signature of Witness

by its solicitor and duly authorised agent JOHN ALEXANDER WILLIAMSON

Witness to complete in BLOCK letters below
(unless typewritten or legibly stamped)

Witness name

DOMINIC FITCHETT

Occupation

SOLICITOR

Address

CHECKETTS MCKAY
ALEXANDRA

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Caveator

Approved by Registrar-General
of Land under No. 1996/6016

CAVEAT

**[Caveat forbidding registration of
dealing with Estate or Interest]**

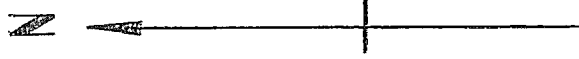
Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4190

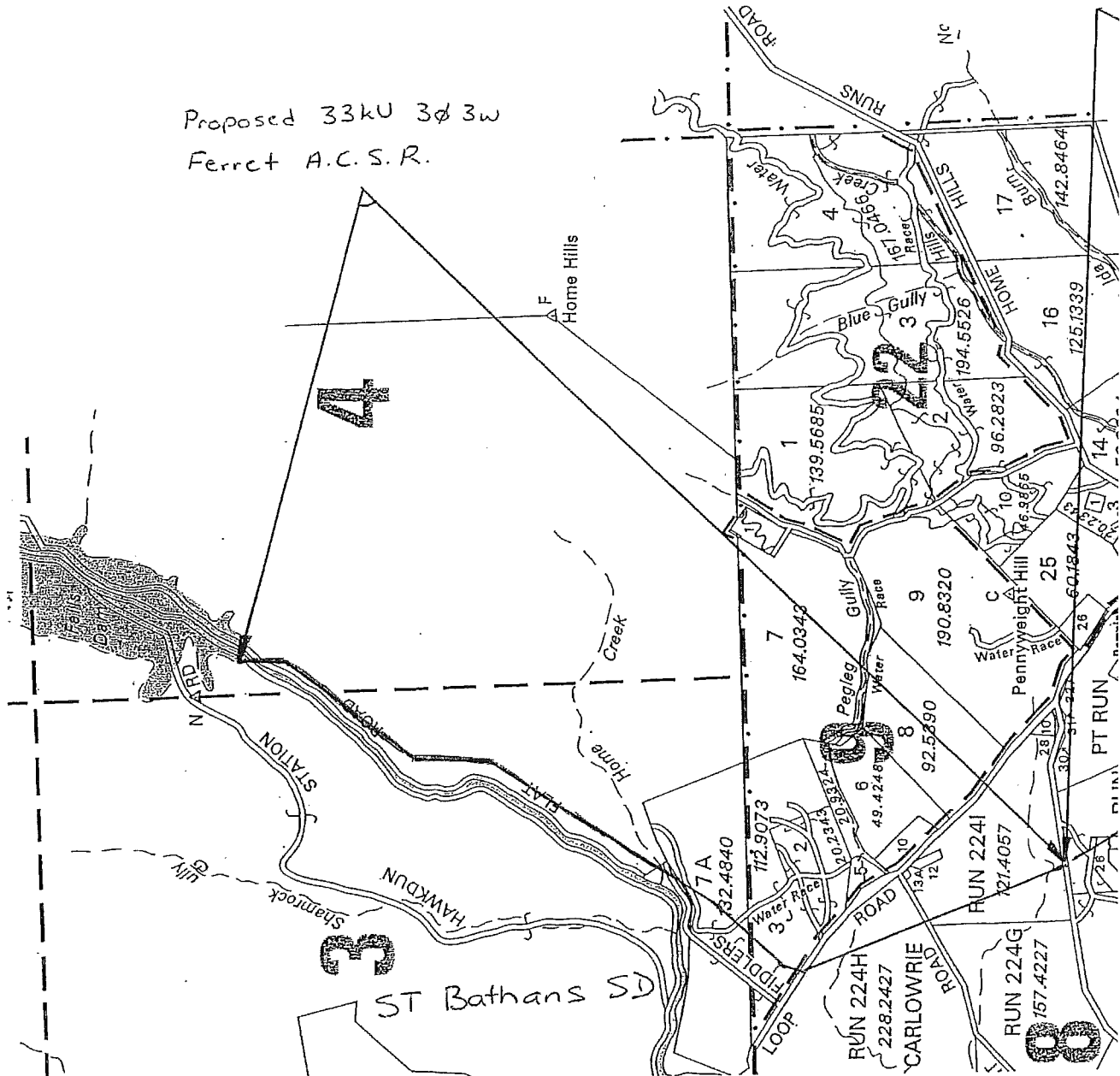
This page is for Land Registry Office use only.
(except for "Law Firm Acting")

Appendix 7: Copy of Plan for Easement in favour of PowerNet Limited



Proposed
Ferret at
11kV

Proposed 33kV 3 ϕ 3w
Ferret A.C.S.R.

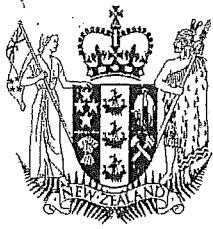


E.S.A. Application N^o 2930

Proposed 33kV
Existing 11kV to be
Converted to 33kV and 11kV

AMENDMENT					DRAWN SMG	PowerNe Limite
					DESIGN	
					DATE 6-6-02	
					CHK'D	
					APP'D	

Appendix 8: Copy of Easement in favour of the Omakau Area Irrigation Company Limited



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



Historical Search Copy


R.W. Muir
Registrar-General
of Land

Identifier OT16D/919
Land Registration District Otago
Date Registered 30 Jun 1995 14:38

Prior References
OT15C/21

Type As described in the instrument
Area 3199.5846 hectares more or less
Legal Description Section 1-3 Survey Office Plan 24042 and
Part Run 227A

Original Proprietors
Her Majesty the Queen

Interests

Memorandum of Transfer

(herein called "the Transferor") being registered as proprietor of an estate

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of containing more or less being

160/919

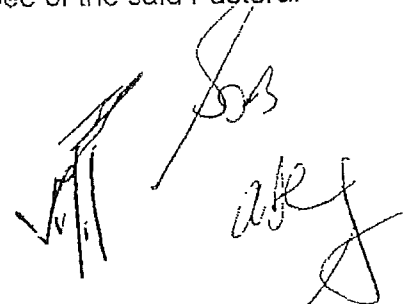
1.0 BACKGROUND

1 1 The Omakau Area Irrigation Company Limited, a duly incorporated company having its registered office at Alexandra (called "the Irrigation Company") has purchased the Omakau Irrigation Scheme pursuant to a Sale and Purchase Agreement between MURRAY JOHN HECKLER, RICHARD JAMES MORGAN and THOMAS MATTHEW MORAN as agents for the Irrigation Company then yet to be incorporated and DAVID FRANCIS CAYGILL, Minister of Finance, and COLIN JAMES MOYLE, Minister of Agriculture, on behalf of the Crown, dated 23rd of August 1989 and subsequently adopted by the Irrigation Company as the Purchaser. The Omakau Irrigation Scheme (called "the Irrigation Scheme") is defined by notices in the New Zealand Gazette Order dated 11th January 1962 Number 1 Pages 4 and described in the said Sale and Purchase Agreement

1 2 HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands (called "the Crown") is the proprietor of that land containing 3199 5846 hectares more or less being part Run 227A Hawkdun, Gala, St Bathans and Turnagain Survey Districts and part being more particularly described as Sections 1, 2 and 3 SO Plan 24042 subject to Pastoral Lease Number P383 comprised in Register Book Volume 15C Folio 21 (Otago Land Registry)

(called "the Crown's land")

1 3 ANTHONY IAN CLYNE and SONYA CECELIA CLYNE both of St Bathans farmers (called "the Lessee") is registered as the lessee of the said Pastoral Lease



- 1 4 The Minister of Agriculture (called "the Minister") had the right immediately before the date of sale of the Irrigation Scheme to the Irrigation Company, pursuant to Section 223 of the Public Works Act 1981 or the corresponding provisions of any former enactment relating to irrigation, to enter, use, occupy, carry out work on, store water on, or convey water over the Crown's land and in the manner, detailed in this Instrument, for the purposes of the Irrigation Scheme
- 1 5 Section 4 of the Irrigation Schemes Act 1990 provides the statutory mechanism to transfer from the Landowners to the Irrigation Company, the same easement rights as the Crown previously had over the Crown's land, and the Crown, lessee and the Irrigation Company have agreed to the transfer of these easement rights to the Irrigation Company

2.0 GRANT OF EASEMENT

2 1 The Crown pursuant to section 60 of the Land Act 1948 and section 4 of the Irrigation Schemes Act 1990 TRANSFERS AND GRANTS to the Irrigation Company as an easement in gross forever, the following rights to irrigation works (in this instrument referred to as "water works")

- (a) The right to occupy the said Crown's land as shown "____" on the plan 5 annexed for the purpose of maintenance and support of a dam
- (b) The right to by-pass water and to convey water over the said Crown's land as shown "____" on the plan 7 annexed
- (c) The right to collect and control water at the intake and to convey water over the said Crown's land as shown "____" on the plan 8 annexed.

J. Hill

V. Hill

ABE

- (d) The right to store water over the said Crown's land as shown "____" on the plan 13 annexed

which rights shall have attached to them the rights, powers and obligations detailed in the following clause 3 0

3.0 RIGHTS AND POWERS RELATING TO THE GRANT OF EASEMENT

3 1 The Irrigation Company together with any person (as defined in Section 4 of the Acts Interpretation Act 1924) acting with the authority, or on the instructions, of the Irrigation Company and together with all tools, implements, machinery, vehicles, equipment and materials of whatsoever nature shall have the uninterrupted and unrestricted rights

- (a) To situate and maintain water works including all earthworks and other construction works for the dam and collect, control, by-pass, convey and store water unimpeded along the stipulated course and at the stipulated position on the Crown's land shown on the plans attached and for this purpose to have the right to use, occupy, excavate, construct, maintain, reconstruct and carry out such works (in this Instrument called "water works") as the Irrigation Company considers necessary or desirable on the Crown's land along the stipulated course and at the stipulated position including, but without limitation, structures and works for, the dam, intakes, conveying water, water flow control and supply, storage, turnouts, monitoring and discharges

- (b) To monitor and control its waterflows and the water source flows and to carry out viewing, surveillance and monitoring of its water works on the Crown's land



A handwritten signature in cursive, appearing to be "V. H. I.", written in dark ink.

A large, stylized handwritten signature in cursive, possibly reading "J. S. O.", written in dark ink.

- (c) To enter the Crown's land and to have access across the Crown's land by the most practicable route
- (d) To erect and maintain such fixtures or markers as may be necessary to indicate the location of any pipeline and associated works provided that such fixtures or markers do not interfere with the reasonable management of the Crown's land
- (e) To remove from the Landowner's land over which there is a right to store water, sediment or other material the Irrigation Company considers is impeding or likely to impede the efficient operation of the dam and storage
- (f) To install and maintain booms and other floating equipment on the lake on the Landowner's land on which there is a right to store water and to have the right to anchor such equipment on the Landowner's land and to operate on such areas of water any vessel, plant or equipment and in connection with this to establish and maintain jetties, wharfs, landing places and slipways provided they are sited in consultation with the Landowner
- (g) To exclude entry by an person to the water works (excluding the Falls Dam Lake) in such circumstances that this is required to protect public safety or the security of the water works
- (h) To generally do anything necessary or convenient for the full exercise of the rights under this Instrument and to give full effect to the purposes of this Instrument

Jard



V.A.

W.B.
W.B.

It being acknowledged that the words "convey water" and "conveying water" include "bye-wash water" and "bye-washing water"

3.2 In exercising its rights and powers under this Instrument, the Irrigation Company shall

- (a) Cause as little disruption and disturbance to the occupation and enjoyment by the Crown and the lessee of the Crown's land, as is reasonably possible
- (b) Cause as little damage to the Crown's land and the fixtures on it and the surface of it as is reasonably possible
- (c) After exercising its rights and powers, restore the Crown's land and the improvements on it as nearly as is reasonably possible to its former condition but as shall be reasonable in the circumstances having regard to the economic and amenity values to the Crown and the lessee of the land and the improvements affected

3.3 (a) When the Irrigation Company requires entry with machinery on the Crown's land to carry out maintenance or construction works, it shall take reasonable steps to give to the lessee or occupier of the land not less than 24 hours notice by direct personal contact, ordinary letter, facsimile transmission, or telephone prior to such entry and works being undertaken, unless there is an emergency and in which case no notice shall be required



Several handwritten signatures and initials are present at the bottom right of the page. There are three distinct signatures, some appearing to be initials like 'VH' and 'AS', and others that are more cursive and illegible.

(b) If the lessee or occupier has received such notice the lessee or occupier shall notify the Irrigation Company, prior to the entry and work being undertaken, of the presence of pipes or other underground facilities in the Crown's land and if the lessee or occupier fails to notify the Irrigation Company then the Irrigation Company will not be liable for any damage it may cause to such underground pipes or underground facilities

3 4 (a) It is acknowledged that the Irrigation Company shall not fence the boundaries of the easements

(b) The Crown and lessee shall not do, or permit to be done, anything, including planting trees or constructing works or buildings, which will prevent or interfere with the free passage of water along the stipulated course or prevent or interfere with the Irrigation Company's full rights of access and full use by it of its rights created by this Instrument and shall not interfere, or permit any interference, or allow trees, tree roots or other vegetation growing on or from the landowners land or stock pastured on the crown's land to interfere with the support, structure or integrity of the Irrigation Company's water works

(c) Without limiting the extent of this clause 3 4, the Crown and lessee shall not, without the prior written consent of the Company, plant or permit to be planted trees or construct or permit to be constructed works or buildings within 4 metres of the centre line of a pipe or within 3 metres from the edge of a water race or other water works

3 5 The rights and powers contained in paragraphs 2 and 5 of the Seventh Schedule to the Land Transfer Act 1952 shall apply except insofar as they are varied by this instrument and with the deletion from both paragraphs 2 and 5

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

of the words "(in common with the grantor, his tenants and any other person lawfully entitled so to do)"

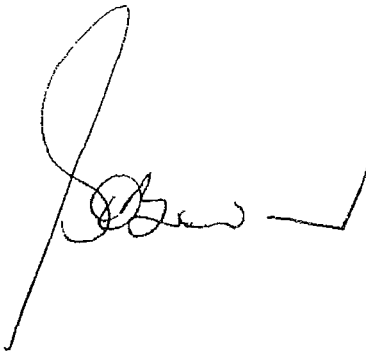
- 3 6 Any right of action or remedy which shall at any time after the date of this instrument accrue to the irrigation company because of any breach or non-observance by or on behalf of the Lessee of any of the covenants expressed or implied in this instrument and to be observed or performed by the Crown, shall be enforced only against the registered proprietor for the time being of the Pastoral Lease in respect of which such breach or non-observance shall occur or against the lessee of the Pastoral Lease at the time of such occurrence aforesaid but to the intent that any lessee of the Pastoral Lease shall only be liable for acts or defaults occurring while that person is so registered
- 3 7 The lessee agrees to the terms of this instrument and is bound by them to the extent that the terms apply to the lessee and the lessee consents, without payment of compensation, to the terms of this instrument
- 3 8 A reference to any party to this instrument includes that party and that parties transferees and successors



A collection of handwritten signatures and initials. On the left, there are vertical initials "V.I.". To the right, there are several cursive signatures, including one that appears to be "SOS" and another that looks like "J.S.".

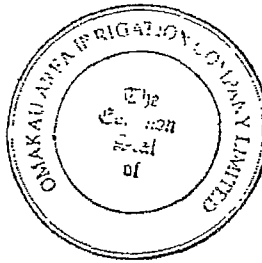
Dated the 28th day of June 1995

SIGNED by and on behalf)
of HER MAJESTY THE)
QUEEN by the)
Commissioner of Crown)
Lands as landowner)
in the presence of)



Witness *[Signature]*
Occupation *Senior member General Land Information*
Address *W. Wellington*

SIGNED by the OMAKAU)
IRRIGATION COMPANY)
LIMITED by the affixing of its)
common seal in the presence)
of)



Director *[Signature]*
Director *[Signature]*



SIGNED by ANTHONY IAN)
CLYNE and SONYA) *A. I. Clyne*
CECELIA CLYNE as lessee) *C. Clyne*
in the presence of)

Witness *JWA Armstrong*
Occupation *Farmer*
Address *Becks No 2*
R.D. Omekeau

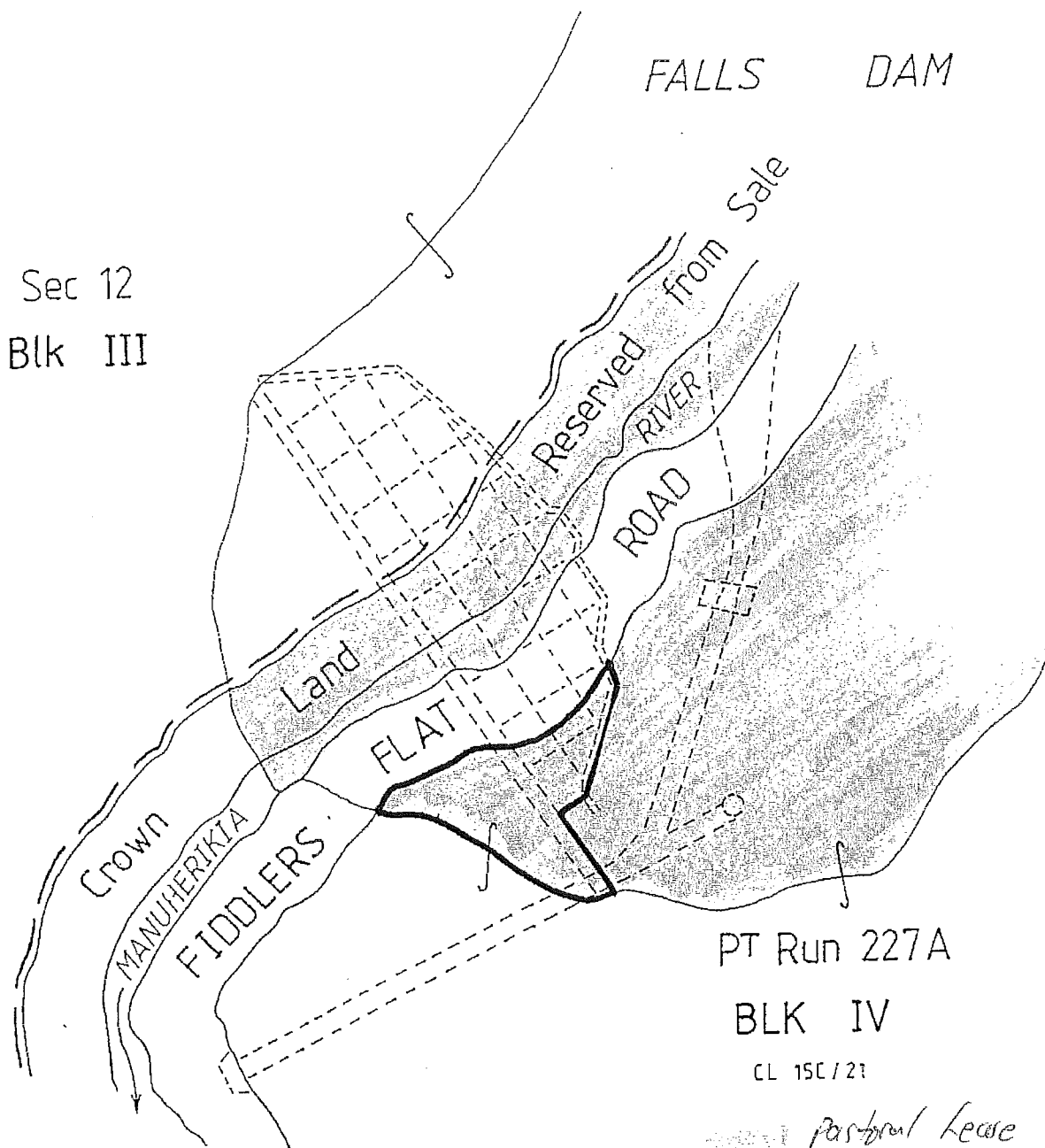


GJD-573/8

V. J. J. *J. J.*



Sec 12
Blk III



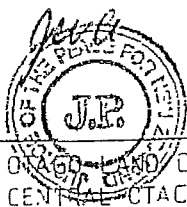
*partial lease
Crown land*

SERIAL NO:
5.

OPTIONAL EASEMENTS IN GROSS

TITLE / OWNERSHIP	PURPOSE	SERVIENT TENEMENT	GRANTEE
A.I Clyne S.C Clyne CL 15C/21	Right to Maintain and Support Dam Shown <u> </u>	PT Run 227A Blk IV St Bathans S.D.	Omakau Area Irrigation Company Limited

Plan of Easement Over
PT Run 227A Blk IV St Bathans S.D.

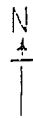


ON LAND DISTRICT
CENTRAL Otago DISTRICT COUNCIL

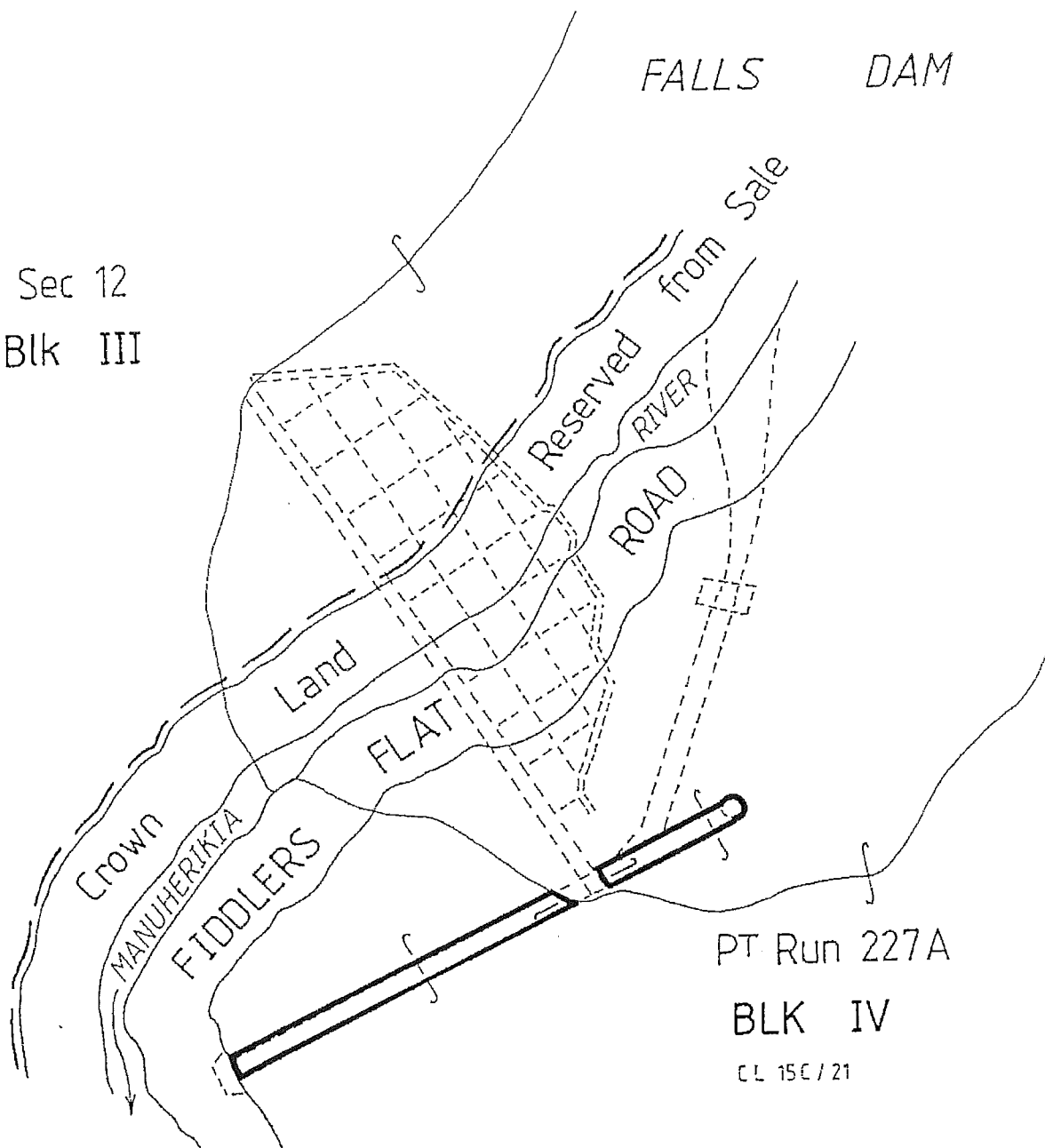
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DATE FEB 1995

PREPARED BY
DEPT OF SURVEY & LAND INFORMATION

Wf



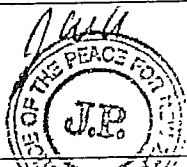
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SERIAL NO
7

OPTIONAL EASEMENTS IN GROSS

TITLE / OWNERSHIP	PURPOSE	SERVIENT TENEMENT	GRANTEE
A I Clyne S C Clyne CL 15C/21	Right to Convey Water Shown	PT Run 227A Blk IV St Bathans SD	Omakau Area Irrigation Company Limited



Plan of Easement Over
PT Run 227A Blk IV St Bathans SD.

[Handwritten signatures and initials]

OTAGO LAND DISTRICT
CENTRAL OTAGO DISTRICT COUNCIL

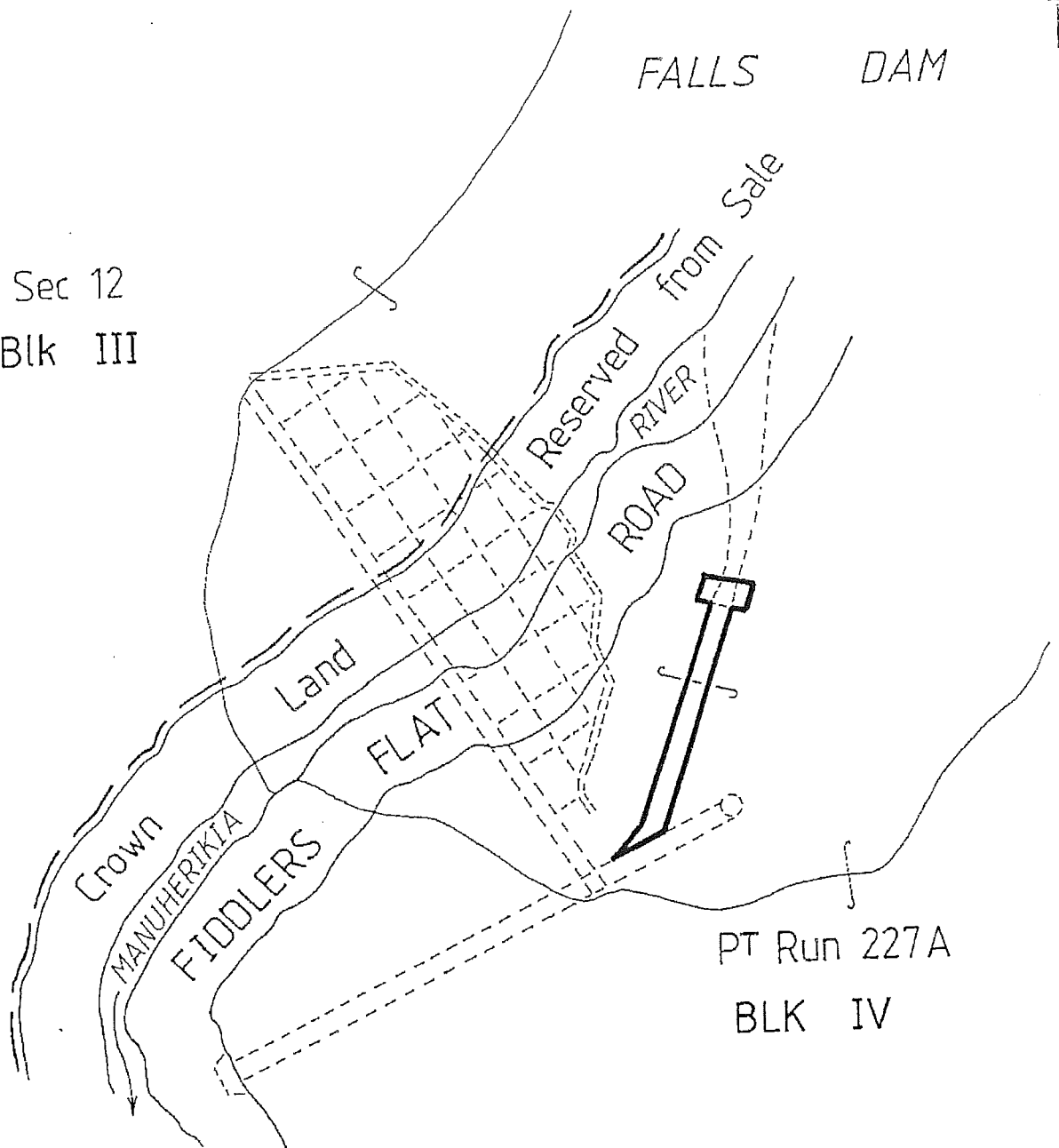
SCALE 1:1250 approx
DATE FEB 1995

PREPARED BY
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Sec 12
Blk III



SERIAL NO:
8

OPTIONAL EASEMENTS IN GROSS

TITLE / OWNERSHIP	PURPOSE	SERVIENT TENEMENT	GRANTEE
A I Clyne S C Clyne C.L 15C / 21	Right to Control Water <i>and to convey 2 1/2 miles</i> Shown	PT Run 227A Blk IV St Bathans SD	Onakau Area Irrigation Company Limited



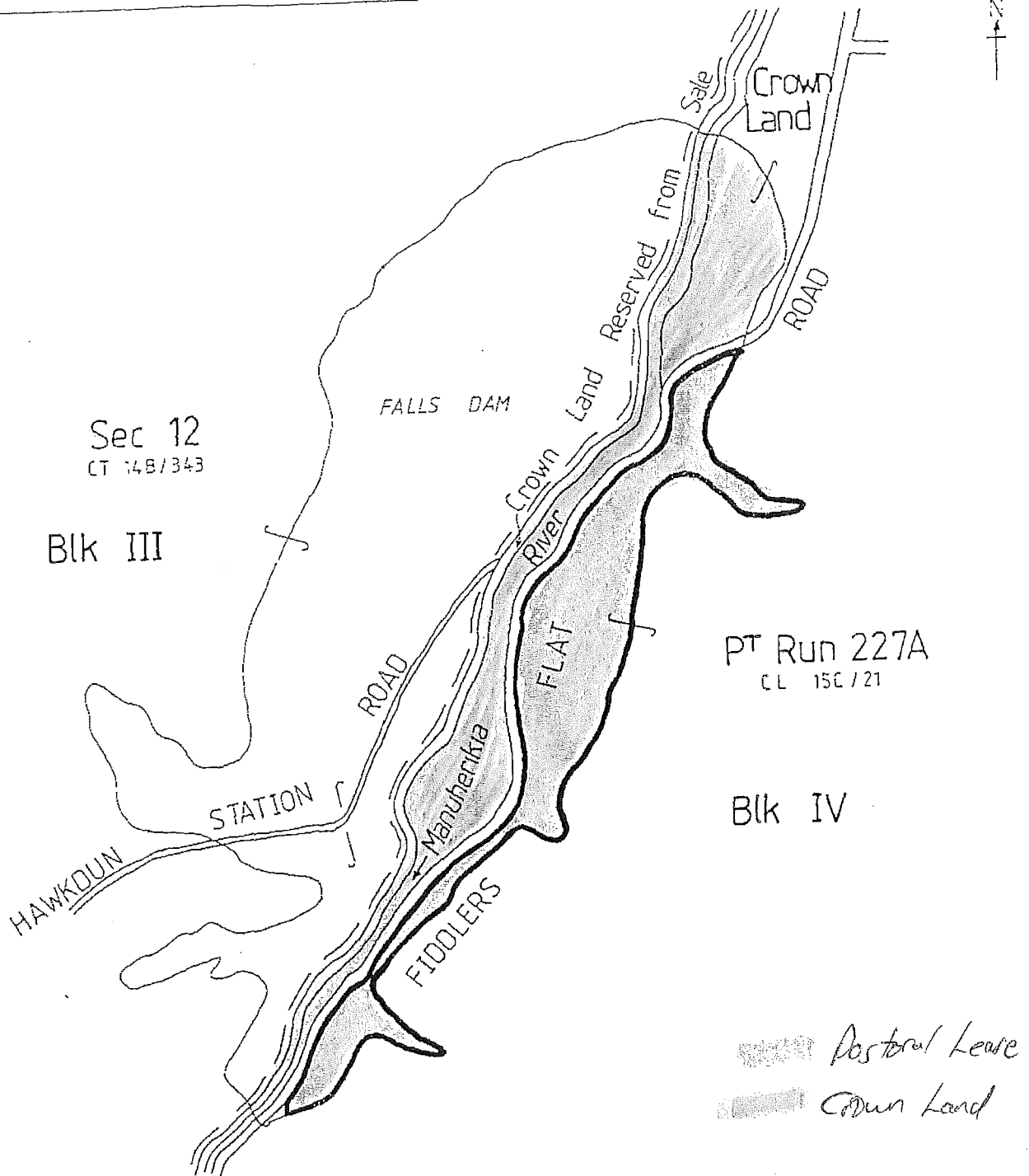
Plan of Easement Over
PT Run 227A Blk IV St Bathans S.D.

[Handwritten signatures and initials]

OTAGO DISTRICT
CENTRAL OTAGO DISTRICT COUNCIL

SCALE 1:1250 approx
DATE FEB 1995

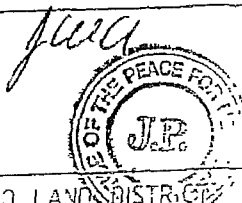
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SERIAL NO
13

OPTIONAL EASEMENTS IN GROSS

TITLE / OWNERSHIP	PURPOSE	SERVIENT TENEMENT	GRANTEE
A I Clyne S C Clyne CL 15C/21	Right to Store Water Shown	PT Run 227A Blk IV St Bathans SD	Omakou Area Irrigation Company Limited



Plan of Easement Over
PT Run 227A Blk IV St Bathans SD

[Handwritten signatures and initials]

CENTRAL OTAGO DISTRICT COUNCIL

SCALE 1:12500 approx
DATE FEB 1995

PREPARED BY
DEPT OF SURVEY & LAND INFORMATION

RELEASED UNDER THE OFFICIAL INFORMATION ACT

~~In Consideration of the sum of~~

paid to the Transferor by

(herein called "the Transferee") the receipt of which sum is hereby acknowledged **Hereby Transfers** to the Transferee all the Transferor's estate and interest in the said piece or pieces of land

In witness whereof these presents have been executed this

day of

19

Signed by the Transferor

(by the affixing of its common seal)

~~in the presence of~~

MEMORANDUM OF TRANSFER
EASEMENTS IN GROSS FOR IRRIGATION WORKS

OMAKAU AREA IRRIGATION COMPANY LIMITED (FALLS DAM) -Transferor

CLYNE AI & SC -Transferee

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEEE

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952

Particulars entered in the Register as shown herein on the date and at the time endorsed below

SOLICITOR FOR THE TRANSFEEE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply

Assistant / District Land Registrar of the

District of OTAGO

SOLICITOR FOR THE TRANSFEEE

616/891

CHECKETTS MCKAY
LAWYERS
CENTRAL OTAGO

2.38 30 JUN 95 885868
15.2
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

16D/919