

Crown Pastoral Land Tenure Review

Lease name: HOME HILLS

Lease number: PO 383

Substantive Proposal - Part 2

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

JUNE

08

Concession number: _____

DATED _____

Between

MINISTER OF CONSERVATION
("the Grantor")

and

("the Concessionaire")

GRAZING CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998



Department of Conservation
Te Papa Atawhai

THIS LICENCE is made this day of

PARTIES:

1. MINISTER OF CONSERVATION, ("the Grantor")
2. EUAN SCLATER JOHNSTONE ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Land described in Schedule 1.
- B. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant, under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances), a Concession for a Concession Activity to be carried out on the Land.
- C. The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Document.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Document, unless the context otherwise requires:

"Access" means the right, in common with others, to pass and repass over the Land and any roads of the Grantor for ingress to and egress from the Land as is reasonably necessary for the Concessionaire to exercise its rights under this Licence.

"Administration Fee" means the amount specified in Item 6(b) of Schedule 1 and is the annual fee for administering the Concession imposed by the Grantor under section 60D of the Conservation Act 1987. It includes any variation in that amount following a Concession Fee Review.

"Background" means the matters referred to under the heading 'Background' on page 1 of this Document.

"Concession" means a concession as defined in section 2 of the Conservation Act 1987.

"Concessionaire" includes the Concessionaire's successors, assigns, executors, and administrators.

"Concession Activity" means the use of the Land for purposes of the activity carried out by the Concessionaire and specified in Item 2 of Schedule 1.

"Concession Fee" means the amount specified in Item 6(a) of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review. It also includes, where relevant, the amount which the parties agree to be the new Concession Fee on a renewal of the Document.

"Concession Fee Payment Date" means the date specified in Item 7 of Schedule 1 on which the Concession Fee falls due for payment.

"Concession Fee Review" means a review of the Concession Fee determined in accordance with clause 6 of this Document.

"**Concession Fee Review Date**" means the date specified in Item 9 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of the term of this Document; and includes any additional dates inserted into Item 9 of Schedule 1 following a renewal of this Document.

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

"**Director-General**" means the Director-General of Conservation.

"**Document**" means this Licence and any subsequent amendments and all schedules, annexures, and plans attached to it.

"**Final Expiry Date**" means the date specified in Item 5 of Schedule 1.

"**Land**" means a Conservation Area or a Reserve (whichever is relevant in the circumstances) being the area more particularly described in Item 1 of Schedule 1.

"**Licence**" for purposes of this Document is the Licence granted under this Document by the Grantor to the Concessionaire under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"**Penalty Interest Rate**" means the rate specified in Item 8 of Schedule 1.

"**Renewal Date**" means the date specified in Item 4(a) of Schedule 1.

"**Renewal Period**" means the period specified in Item 4(b) of the Schedule 1.

"**Reserve**" has the same meaning as "reserve" in section 2 of the Reserves Act 1977.

"**Structure**" includes a bridge, a culvert, and a fence.

"**Term**" means the period of time specified in Item 3 of Schedule 1 during which this Document operates. It includes, where relevant, any period of renewal of the Term.

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

1.2 In this Document unless the context otherwise requires:

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

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

2.0 GRANT OF LICENCE

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

3.0 TERM

3.1 The Licence is for the Term specified in Item 3 of Schedule 1.

3.2 Unless otherwise specified in Items 4 and 5 of Schedule 1, if the Concessionaire has not been in breach of this Document and has given to the Grantor written notice to renew the Document at least three months before the end of the Term, the Grantor will, at the cost of the Concessionaire, renew the Document from the Renewal Date for the next Renewal Period on the following terms:

- (a) the new Concession Fee is to be agreed upon before the end of the Term or, failing agreement, is to be determined as though it were a Concession Fee Review under clause 6;
- (b) the Concession Fee is to be subject to review during the Renewal Period on each Concession Fee Review Date;
- (c) the renewed Document is otherwise to be in accordance with and subject to the covenants and agreements expressed and implied in this Document except that the Term of the Document and all renewals, if any, end on the Final Expiry Date;
- (d) pending the determination of the new Concession Fee, the Concessionaire is to pay the new Concession Fee proposed by the Grantor. Upon determination an appropriate adjustment is to be made to the Concession Fee.

4.0 CONCESSION FEE AND ADMINISTRATION FEE

4.1 The Concessionaire must pay to the Grantor in the manner directed by the Grantor on or before the Concession Fee Payment Date specified in Item 7 of Schedule 1:

- (a) the Concession Fee plus GST specified in Item 6(a) of Schedule 1; and
- (b) the Administration Fee plus GST specified in Item 6(b) of Schedule 1.

4.2 If the Concessionaire defaults in payment of the Concession Fee and Administration Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee and Administration Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

4.3 For purposes of clause 6.0, a reference to Concession Fee includes a reference to the Administration Fee.

5.0 OTHER CHARGES

5.1 In addition to the Concession Fee and Administration Fee the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which become payable in relation to the Land as a result of the grant of this Licence.

6.0 CONCESSION FEE AND ADMINISTRATION FEE REVIEW

- 6.1 The Grantor will review the Concession Fee and the Administration Fee on the Concession Fee Review Dates.
- 6.2 The Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
- 6.3 The notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987. The notice must also specify the Administration Fee which the Grantor intends to impose until the next Concession Fee Review Date.
- 6.4 If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 18.
- 6.5 Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee payable immediately before the Concession Fee Review Date. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable notwithstanding anything in this clause, the new Administration Fee will be payable by the Grantor upon receipt of the notice referred to in clause 6.3.
- 6.6 If the Concessionaire does not give notice to the Grantor under clause 6.4 the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.

7.0 CONCESSION ACTIVITY

- 7.1 The Concessionaire is not to use the Land for any purpose other than the Concession Activity.

8.0 COMPLIANCE

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

9.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 9.1 The Concessionaire must not erect or bring on to the Land any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 9.2 The Concessionaire must keep and maintain at the Concessionaire's cost any Structures, facilities and alterations to the Land in good repair.
- 9.3 On expiry or early termination of this Document either as to the whole or any part of the Land, the Concessionaire will not be entitled to compensation for any improvements (including pasture) and any Structures or facilities remaining on the Land are to become the property of the Grantor.

- 9.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Land in a clean and tidy condition to the satisfaction of the Grantor.

10.0 PROTECTION OF THE ENVIRONMENT

- 10.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Land; or
- (b) bring any plants, or animals (other than farm stock described in Item 2 of Schedule 1, farm dogs and horses for purposes of the Concession Activity) on to the Land; or
- (c) deposit on the Land debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Land; or
- (d) pile or store materials in any place on the Land where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Land; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Land; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Land; or
- (h) light any fire on the Land.

- 10.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor:
 - (i) take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Land or any Structure or facility on the Land;
 - (ii) engage a pest exterminator approved by the Grantor; and
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

- 10.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 10.

- 10.4 The Concessionaire may bring firearms on to the Land for use in connection with the Concession Activity and pest control operations.

- 10.5 The Concessionaire for purposes of the Concession Activity may take onto or use farm vehicles on the Land on existing formed access tracks only.

11.0 HEALTH AND SAFETY

- 11.1 The Concessionaire is to carry out the Concession Activity on the Land in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992 and its regulations.

11.2 The Concessionaire must notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment.

12.0 TEMPORARY SUSPENSION

12.1 The Grantor may suspend this Document:

- (a) if, in the opinion of the Grantor the activities of the Concessionaire, its employees, agents, contractors, licensees or invitees are having or may have an adverse effect on the environment and the Grantor considers that the effect can not be avoided, remedied or mitigated to an extent satisfactory to the Grantor;
- (b) while the Grantor investigates any of the circumstances contemplated by this clause and also while the Grantor investigates any potential breach or possible offence by the Concessionaire related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which the Grantor has become aware.

12.2 The Grantor is not liable to the Concessionaire for any loss sustained by the Concessionaire by reason of a suspension under clause 12.1 including loss of profits.

12.3 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

13.0 ASSIGNMENT

13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause, however consent will not be unreasonably withheld.

13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.

13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 TERMINATION

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

- (a) the Concession Fee or the Administration Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b) the Concessionaire breaches any terms of this Document; and
 - (i) the Grantor has notified the Concessionaire in writing of the breach; and
 - (ii) the Concessionaire does not rectify the breach within 28 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity; or

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- (d) the Concessionaire is convicted of an offence, related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Resource Management Act 1991; or the Biosecurity Act 1993; or the Health and Safety in Employment Act 1992; or
- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a writ of sale or charging order; or the Concessionaire cease to function or operate.

14.2 If the Grantor terminates the Document under this clause 14 all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to pay the Concession Fee or Administration Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

14.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.

15.0 INDEMNITIES AND INSURANCE

15.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, contractors, or invitees or otherwise caused as a result of its use of the Land or the Concessionaire's carrying out of the Concession Activity on the Land.

15.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

15.3 Without prejudice to or in any way limiting its liability under clause 15.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Land and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 10 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 11 of Schedule 1; and
- (b) statutory liability insurance for the amount specified in Item 12 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 13 of Schedule 1.

15.4 With respect to clause 15.3 the Concessionaire must, before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

16.0 ENVIRONMENTAL MONITORING

16.1 The Concessionaire must, during the Term, if required in writing by the Grantor, pay to the Grantor the annual environmental monitoring contribution specified in Item 14 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's conduct of the Concession Activity on the Land.

17.0 FORCE MAJEURE

17.1 Neither party will be liable to the other party for any delay in performance of, or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.

18.0 DISPUTE RESOLUTION AND ARBITRATION

18.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.

18.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties.

18.3 If the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

18.4 In the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions of the Arbitration Act 1996 will apply.

18.5 Notwithstanding anything in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the District Law Society in the region in which the Land is situated is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

18.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.

18.7 The parties agree that the results of any arbitration are to be binding on the parties.

19.0 NOTICES

19.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 15 of Schedule 1.

19.2 A notice given in accordance with clause 19.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third working day after posting;
- (c) in the case of facsimile, on the Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

20.0 RELATIONSHIP OF PARTIES

20.1 Nothing expressed or implied in this Document shall be construed as:

- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
- (b) derogating from the rights of the Grantor and the public to have access across the Land;
- (c) preventing the Grantor from granting other concessions (except a grazing licence) to other persons.

20.2 The Concessionaire acknowledges that the Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard.

21.0 COSTS

21.1 The Concessionaire must pay the Grantor's legal costs and expenses associated with preparing and signing this Document or any extension or variation to it.

21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

22.0 OFFENCES

22.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Document.

23.0 SPECIAL CONDITIONS

23.1 Special conditions relating to this Document are set out in Schedule 2.

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

Signed by :

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

Witness _____

Occupation _____

Address _____

Signed by :

as Concessionaire
in the presence of :

Witness _____

Occupation _____

Address _____

SCHEDULE 1

1. **Land:** Shown on the Designations Plan as "CA1".
(see definition of Land in clause 1.1)
2. **Concession Activity:** Grazing of sheep. No more than 1400 SU can be grazed during the first 5 years, and no more than 1100 SU can be grazed during the second 5 years of the licence period, where one dry sheep = 0.7SU and a ewe = 1 SU.
(see definition of Concession Activity in clause 1.1)
3. **Term:** 10 years commencing on the date of settlement of the tenure review.
(see clause 3)
4. (a) **Renewal Date:** NIL (see clause 3.2)
(b) **Renewal Period:** No renewal is proposed. (see clause 3.2)
5. **Final Expiry Date:** Ten years from settlement of the tenure review. (see clause 3.2)
6. (a) **Concession Fee:** \$6.00 per Stock Unit per annum + GST. Where a dry sheep = 0.7SU and a ewe = 1 SU.
(see clause 4)
(b) **Administration Fee:** \$ 100 per annum + GST (see clause 4)
7. **Concession Fee Payment Date:** (see clause 4)
On or before the date specified on the invoice generated by the Grantor
8. **Penalty Interest Rate:** (see clause 4.2)
Double the Grantor's bank's current highest 90 day bank bill buy rate
9. **Concession Fee Review Date:** (see clause 6)
10. **Public Liability General Indemnity Cover:** (see clause 15.3)
for \$1,000,000.00
11. **Public Liability Forest & Rural Fire Extension:** (see clause 15.3)
for \$500,000.00
12. **Statutory Liability Insurance:** (see clause 15.3)
Amount \$250,000.00
13. **Other Types of Insurance:** (see clause 15.3)
Amounts Insured for Other Types of Insurances: (see clause 15.3)
Amount
14. **Environmental Monitoring Contribution:** \$0 _____ (see clause 16)
15. **Address for Notices (including facsimile number):** (see clause 19)
 - (a) Grantor: C/- PO Box 5244, Dunedin. (03) 4778 626
 - (b) Concessionaire: Euan Sclater Johnstone, Home Hills Station, RD1, Oturehua. (03)

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SCHEDULE 2

Special Conditions

1. The Concessionaire will take care not to overstock the Land and will ensure that grazing is not having an adverse impact on the indigenous vegetation within the Land.
2. The Concessionaire will keep rabbits to low levels (below Modified Mclean scale 4) on the Land.
3. The reference to topdressing in 10.1 (f) is deleted.
4. The concessionaire may undertake maintenance and repair on all existing tracks as and when required to maintain them in the condition they were in at the start of the concession activity.

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

- (i) Easement created by Transfer 845161

Approved by the Registrar-General of Land, Wellington, No. B231191.2/92

Under the Land Transfer Act 1952

Memorandum of Transfer

AND WHEREAS JOHN DOUGLAS MORGAN of St Bathans Farmer (three-tenths share) AND BARBARA ANNE MORGAN of St Bathans Married Woman (two-tenths share) AND the said BARBARA ANNE MORGAN and DAVID ALLEN HARLEY of Becks Farmer (jointly inter se one-half share) are

of leasehold for years

~~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 all those pieces of land situated in the ~~Land District of~~ St Bathans, Gala,

~~XXXXXX~~ Hawkdun and Turnagain Survey Districts

containing 10298.5675 ha ✓

more or less being Section 94 Block I St Bathans Survey District and Part Runs 227A and S2 ✓
Gala Hawkdun St Bathans and Turnagain Survey Districts and being part of the land
comprised and described in Pastoral Lease No. P.85 recorded in Certificate of Title
Register Book Volume 338 Folio 148 (Otago Land Registry) Subject to Agreement 419975 ✓
Land Improvement Agreement 527780 ✓ Land Improvement Agreement 598682 ✓ and Land
Improvement Agreement 695044 ✓

AND 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 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 DOTH 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.
- 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.
- 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

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 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. 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. 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. 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.

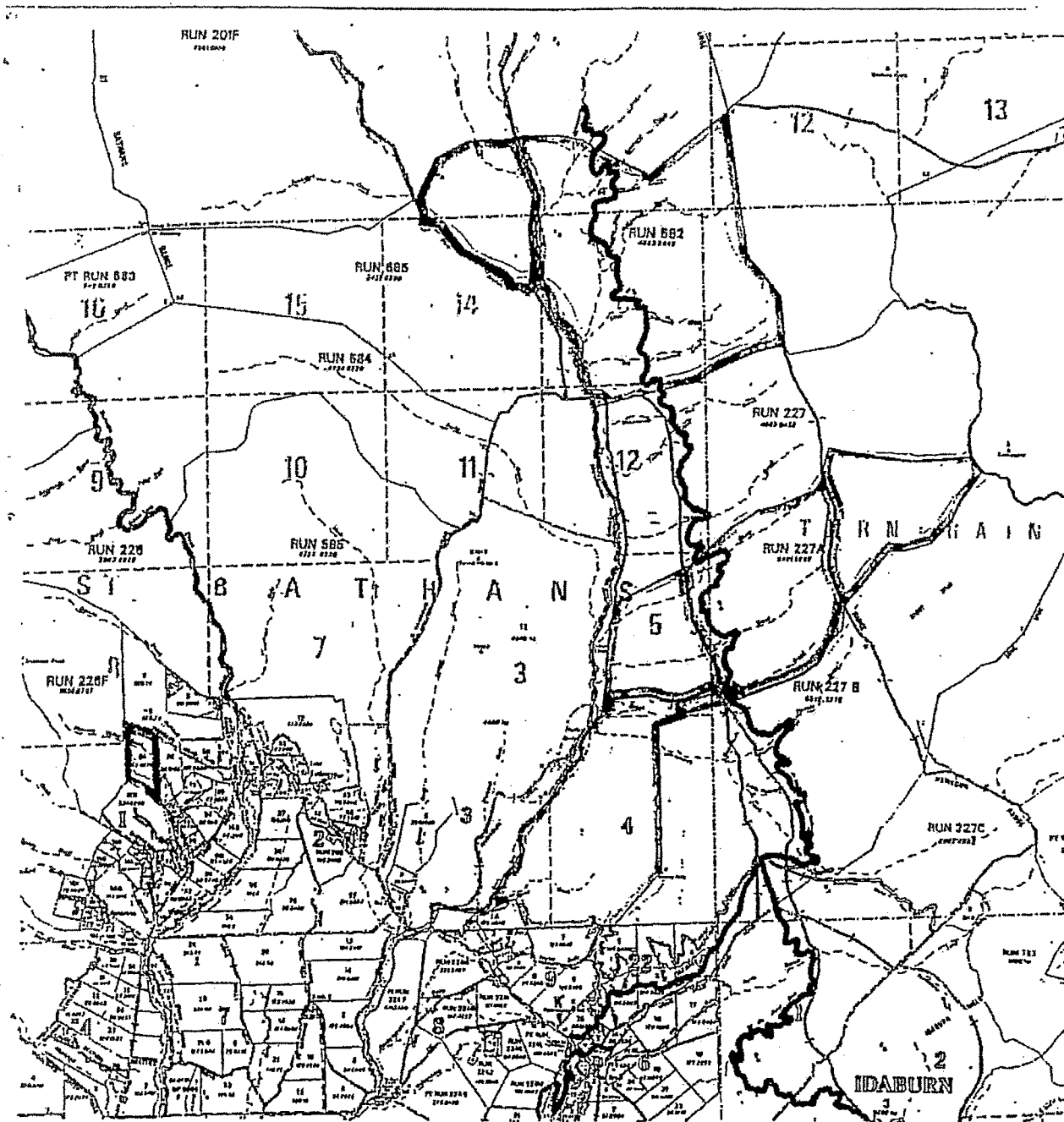
11. The Grantee shall be entitled following consultation with the Grantor and with the consent of the Grantor to undertake any major repair replacement or reconstruction works on the Scheme and to upgrade or alter the alignment of the Scheme so that following such work they would occupy a position on the land of the Grantor different from that which they occupied at the time of granting of this easement. 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 than such presently existing use by the Grantee shall be deemed to be within the terms granted by this easement. 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 thereto as if that total width was not exceeded if the consent of the Grantor has been obtained prior to or subsequent to the carrying out of such works. The 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	CL 338/148		Sec 94 and Runs 227A. & 582.	Hawkdun-Idaburn Irrigation Company Limited

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

(The receipt of which is hereby acknowledged)

Do hereby Transfer

to

the

said land above described

IN WITNESS WHEREOF these presents have been executed the 26th day of October 1993

SIGNED by the abovenamed JOHN DOUGLAS MORGAN and BARBARA ANNE MORGAN as Grantors in the presence of:

J. D. Morgan
B. A. Morgan

Witness:

Occupation:

Address:

John
Barbara
Derech

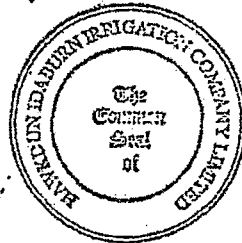
In witness whereof these presents have been executed this 26th day of October 1993

Signed by the above named DAVID ALLEN HARLEY as Grantor in the presence of:

David Allen Harley

John D. Morgan
Barbara A. Morgan
Beck *John R. Omakau*

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



Director: *[Signature]*
Director/Secretary: *G. J. Dowling*

No.

TRANSFER OF GRANT OF EASEMENT

Correct for the purposes of the Land Transfer Act 1952

SOLICITOR FOR THE TRANSFEREE

J.D. MORGAN & ORS. Grantor

HAWKDUN IDABURN IRRIGATION COMPANY LIMITED Grantee

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

SOLICITOR FOR THE TRANSFEREE

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

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

SOLICITOR FOR THE TRANSFEREE

1.40 16 DEC 93 845161
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR
338/148



FRASER, MACDONALD, MARTIN & CO
SOLICITORS
RANFURLY



(ii) Unregistered Easement in Gross dated 4 May 1994

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 DOETH 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

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 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.

E B

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 impedece 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.

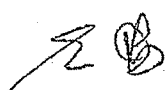
6. The Grantor will ensure that in any farming or other operation upon the land of the Grantor no damage is done to the irrigation races of the Grantee and that no interference is caused thereto or blockage impediment or limitation created in respect thereof AND in the event that any such should happen 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.

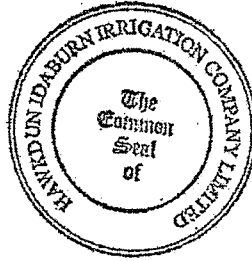
SCHEDULE OF LAND

<u>Title</u>	<u>Area</u>	<u>Description</u>
386/142	6969.9198 Ha	Part Section 5 Block III Ahuriri Survey District and Run 322B Ahuriri Hawkdon 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 Hawkdon 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:)



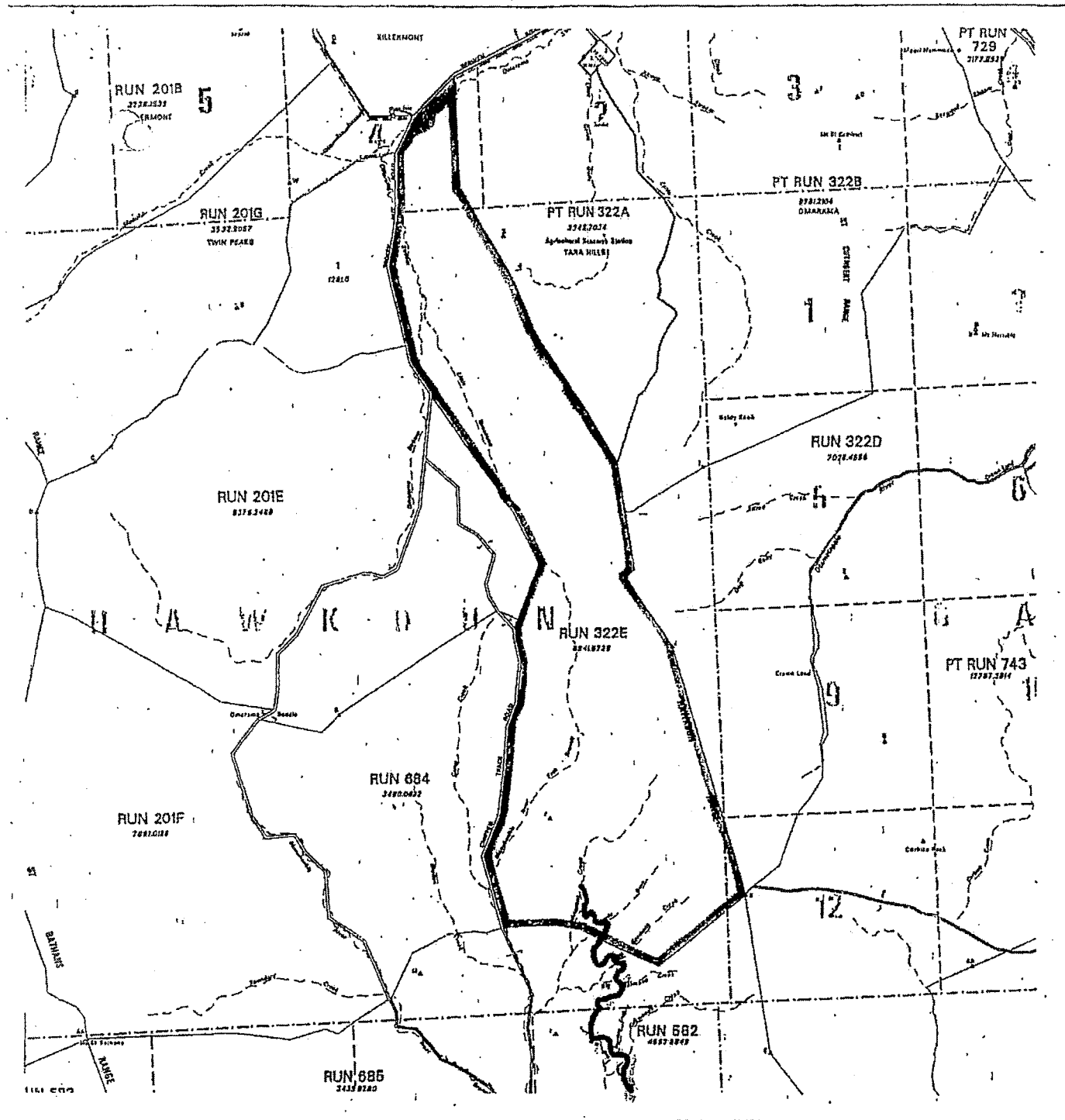
[Handwritten signature]
..... Director

[Handwritten signature: 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: *[Handwritten signature: 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 1:130 000
 DATE 28-11-91

PREPARED BY
 DEPT. OF SURVEY AND LAND INFORMATION