

Crown Pastoral Land Tenure Review

Lease name: HOME HILLS

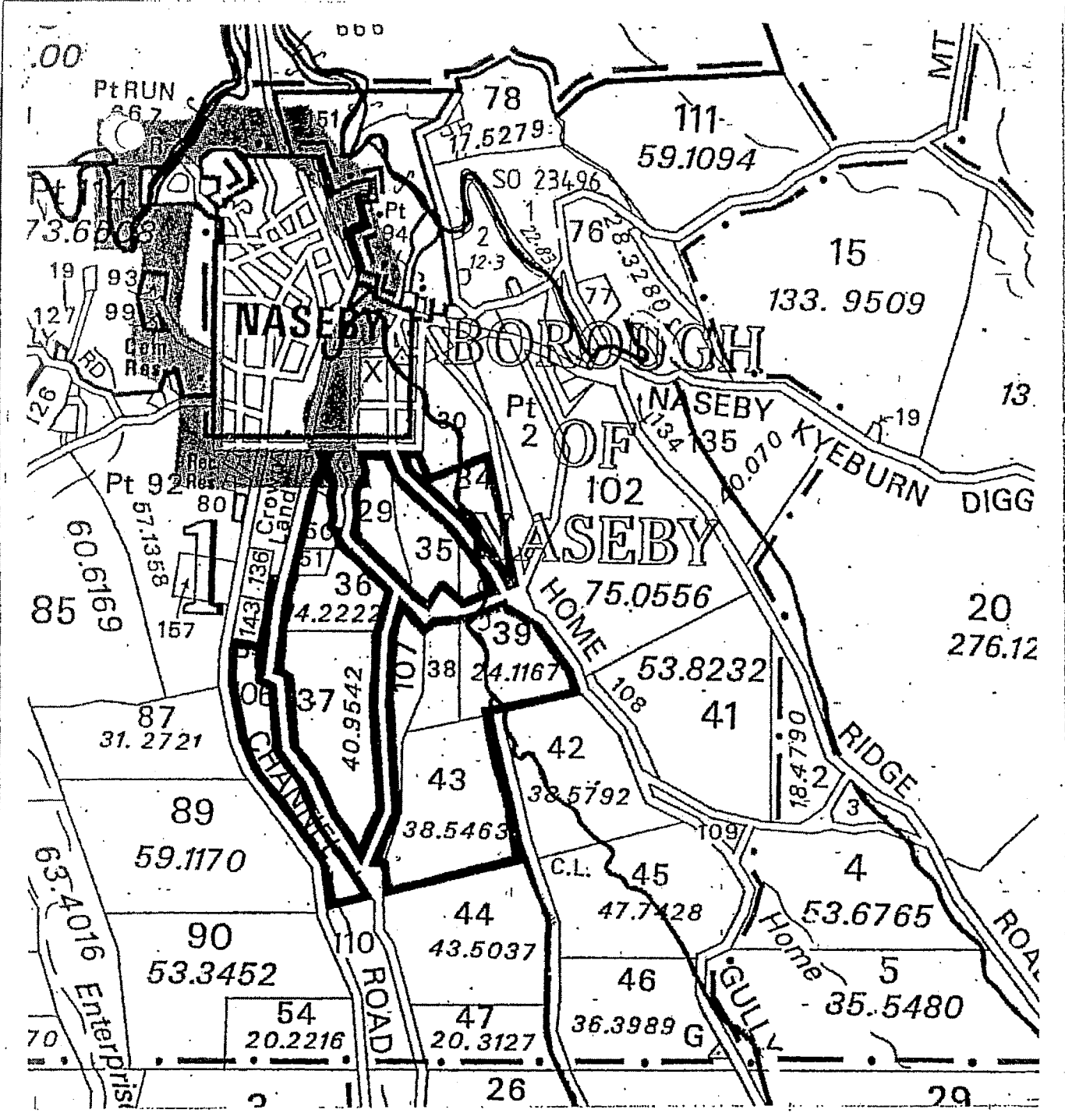
Lease number: PO 383

Substantive Proposal - Part 3

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

JUNE

08

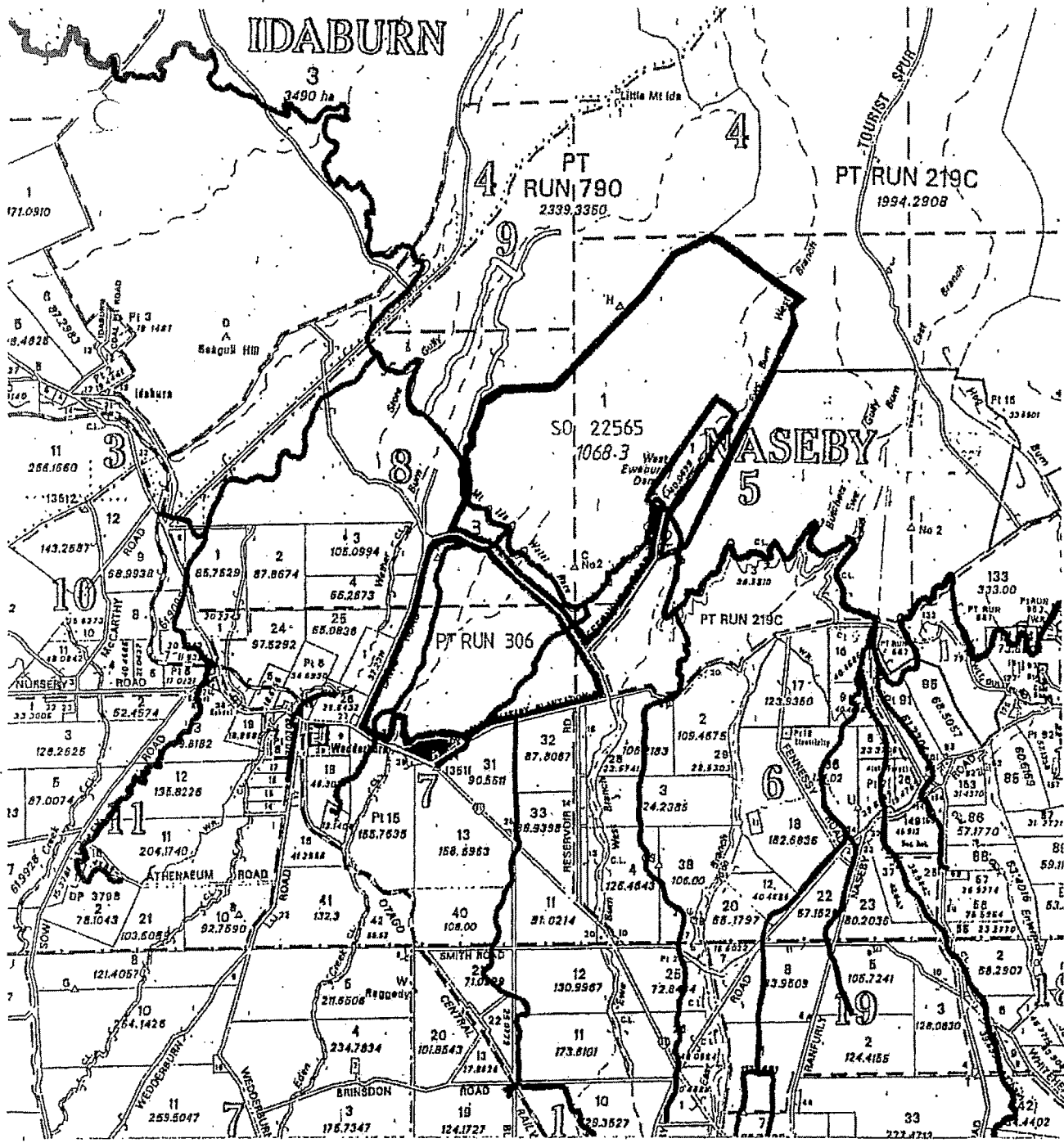


OPTIONAL EASEMENTS IN GROSS

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-Idaburn Irrigation Company Limited

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

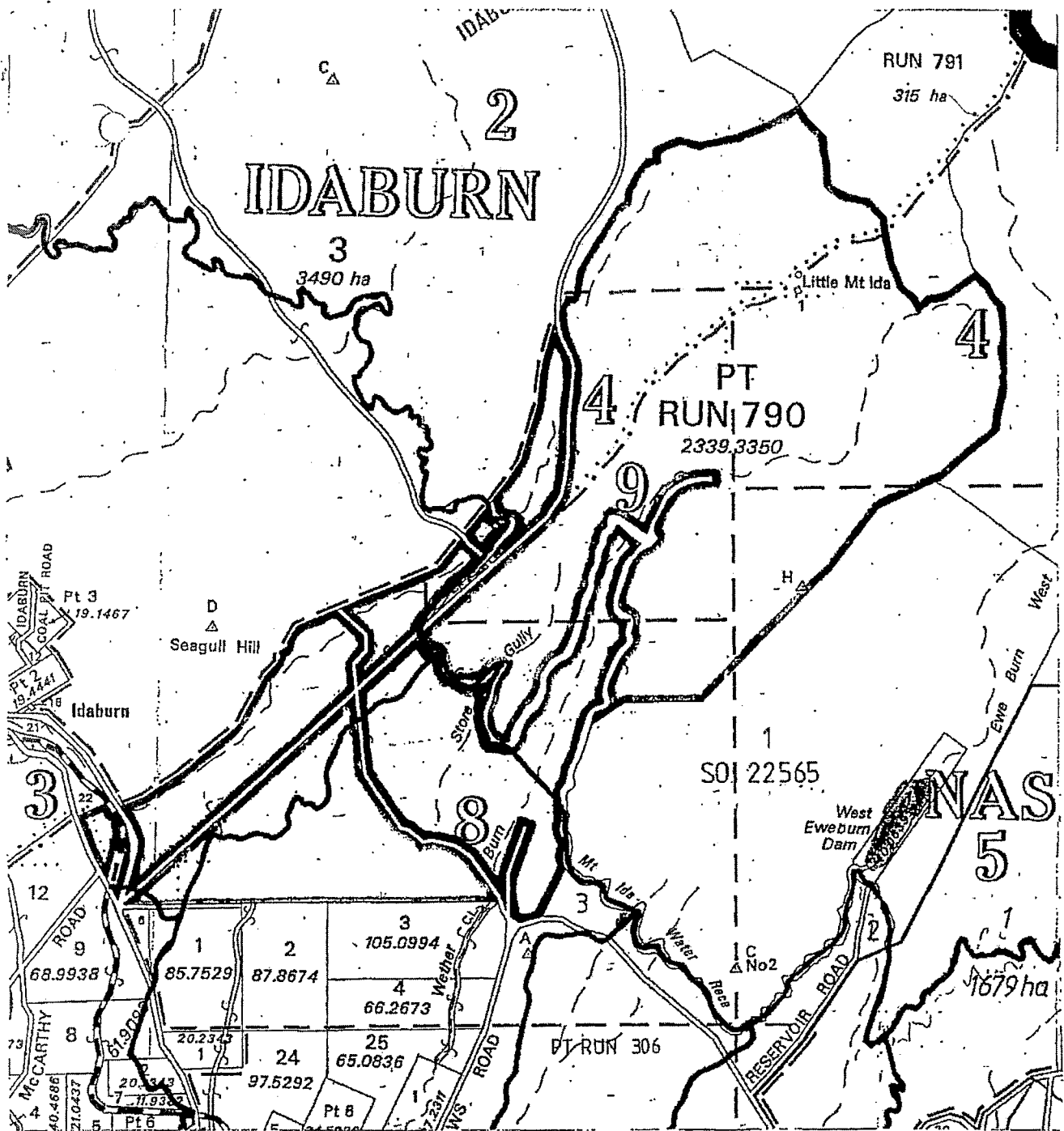
OTAGO LAND DISTRICT CENTRAL OTAGO DISTRICT COUNCIL	SCALE 1:25 000 DATE 5-12-91	PREPARED BY DEPT. OF SURVEY AND LAND INFORMATION
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OPTIONAL EASEMENTS IN GROSS

PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL B2/1276		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

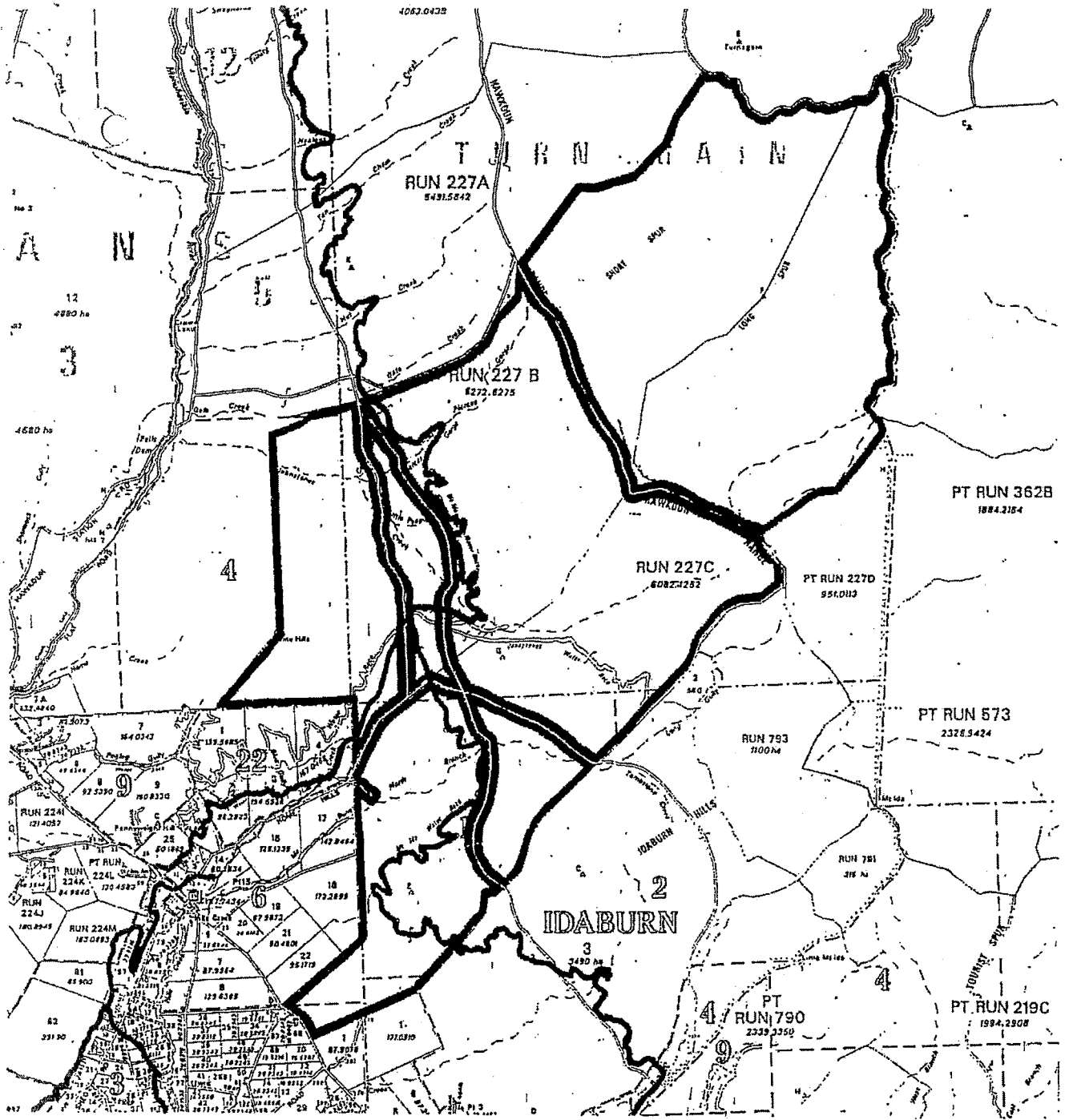
PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 3B/847		Pt Run 790	Hawkdun-Idaburn Irrigation Company Limited

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

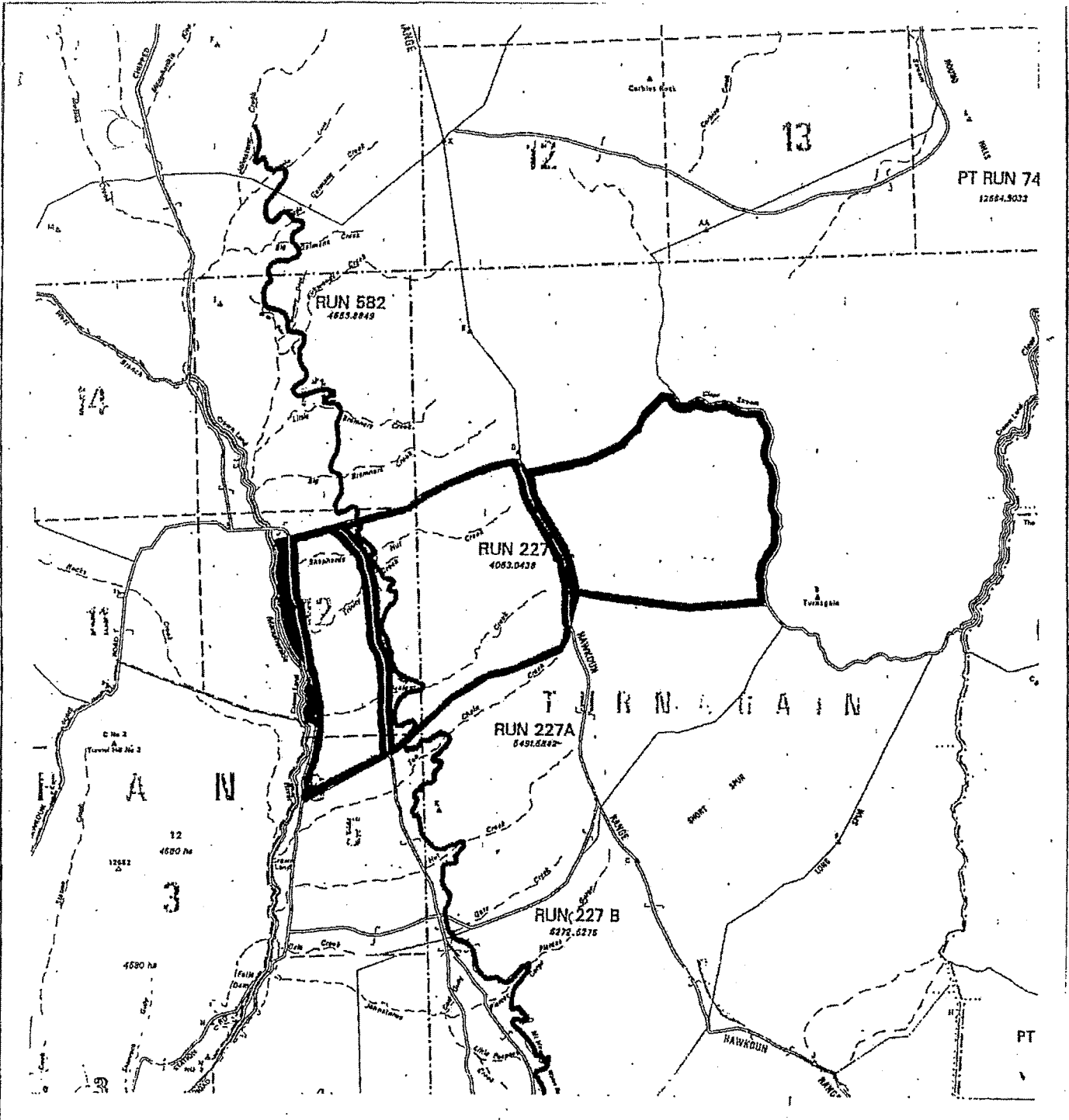
PREPARED BY
DEPT. OF SURVEY AND LAND INFORMATION




OPTIONAL EASEMENTS IN GROSS

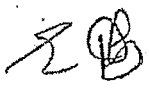
PURPOSE	COMPRISED IN	SHOWN	SERVIENT TENEMENT	GRANTEE
Right to Convey Water	CL 386/75		Runs 227B & 227C	Hawkdun-Idaburn Irrigation Company Limited

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



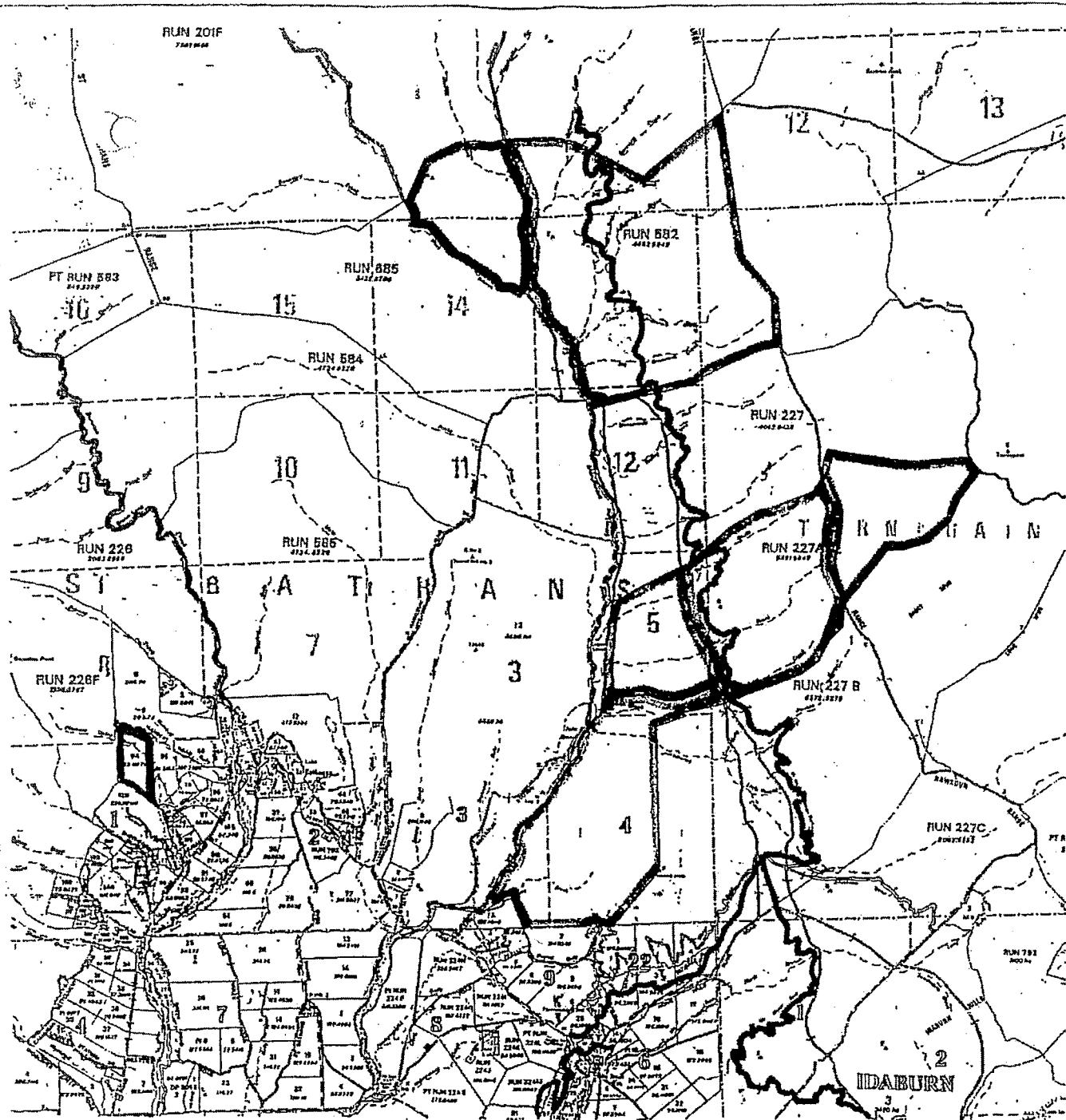
OPTIONAL EASEMENTS IN GROSS

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



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
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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 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

27
34

DATED _____ 19__

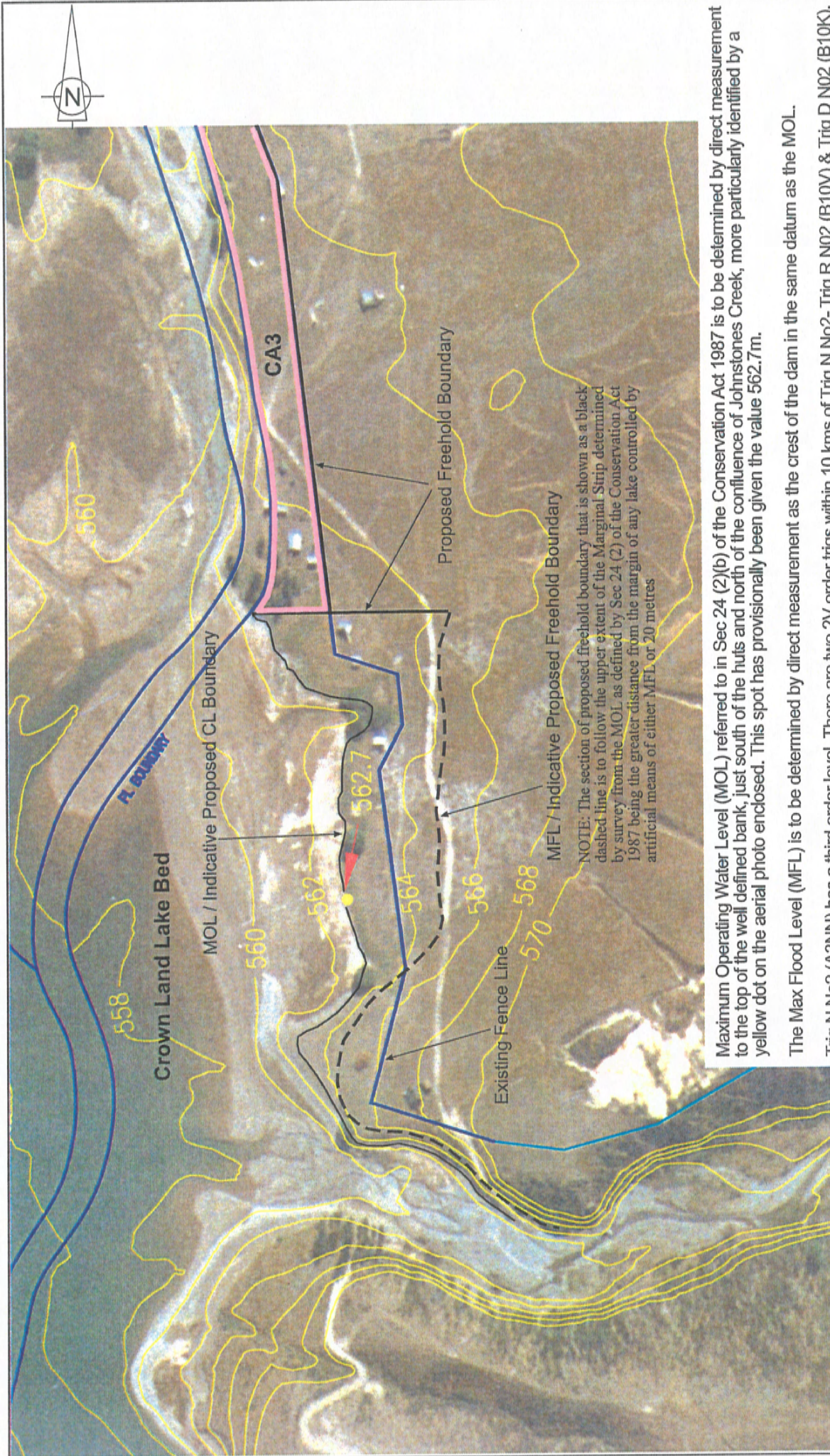
HAYKDN IDABURN IRRIGATION CO. LTD
Grantee

HER MAJESTY THE QUEEN
Grantor

DEED OF GRANT OF EASEMENT

FRASER MACDONALD MARTIN & CO
SOLICITORS
RANFURLY

Appendix 6: Determination of maximum Operating Water Level for Falls Dam Lake



NOTE: The section of proposed freehold boundary that is shown as a black dashed line is to follow the upper extent of the Marginal Strip determined by survey from the MOL as defined by Sec 24 (2) of the Conservation Act 1987 being the greater distance from the margin of any lake controlled by artificial means of either MFL or 20 metres

Maximum Operating Water Level (MOL) referred to in Sec 24 (2)(b) of the Conservation Act 1987 is to be determined by direct measurement to the top of the well defined bank, just south of the huts and north of the confluence of Johnstones Creek, more particularly identified by a yellow dot on the aerial photo enclosed. This spot has provisionally been given the value 562.7m.

The Max Flood Level (MFL) is to be determined by direct measurement as the crest of the dam in the same datum as the MOL. Trig N No2 (A3NN) has a third order level. There are two 2V order trigs within 10 kms of Trig N No2- Trig R N02 (B10V) & Trig D N02 (B10K).

Aerial photography dated February 2003; ground infrastructure in November 2007 varies from infrastructure shown in photo, particularly the location of huts and fence lines



HOME HILLS SUBSTANTIVE PROPOSAL

Determination of Maximum Operating Water Level for Falls Dam Lake

14 December 2007

APPENDIX 6

Graphics by :
OPUS Consultants DUNEDIN

Appendix 7: Copy of Easement in favour of OtagoNet Limited and Computer Interest Register



COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952



Search Copy

R.W. Muir
Registrar-General
of Land

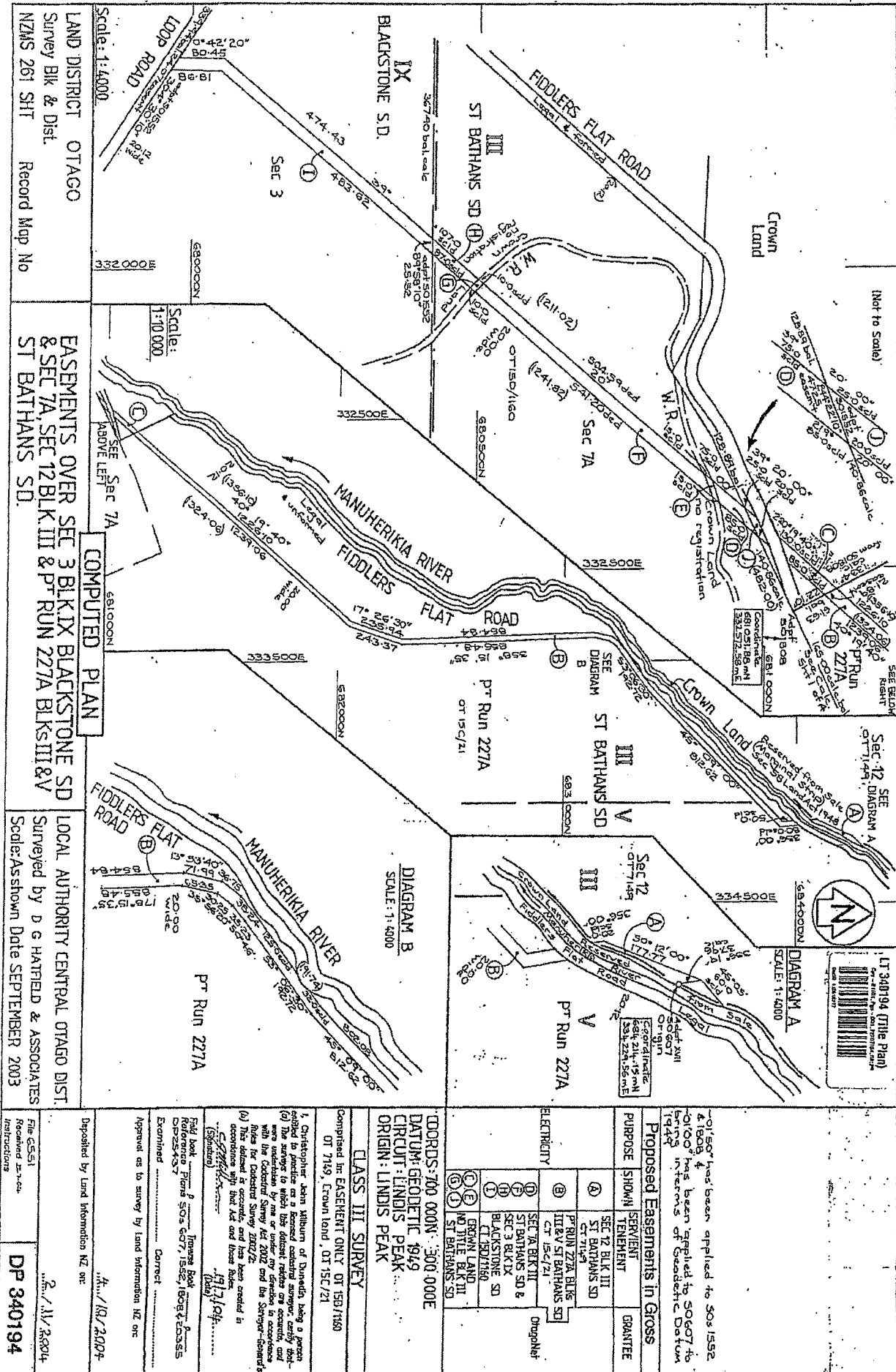
Identifier **305735**
Land Registration District **Otago**
Date Registered 08 August 2006 09:00 am

Prior References
OT15C/21

Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 6979622.3
Area	5491.5846 hectares more or less		
Legal Description	Run 227A		
Purpose	Right to convey electricity marked B DP 340194		

Proprietors
Otagnet Limited

Interests



(Not to Scale)

Scale: 1:4000

LAND DISTRICT OTAGO
Survey Blk & Dist.
NZMS 261 SH1 Record Map No

EASEMENTS OVER SEC 3 BLK IX BLACKSTONE SD
& SEC 7A, SEC 12 BLK III & PT RUN 227A BLKS III & V
ST BATHANS SD.

COMPUTED PLAN

LOCAL AUTHORITY CENTRAL OTAGO DIST.
Surveyed by D G HATFIELD & ASSOCIATES
Scale: As shown Date SEPTEMBER 2003

LT 340194 (Title Plan)



Scale: 1:4000

Diagram A

Scale: 1:4000

Diagram B

Proposed Easements in Gross

PURPOSE SHOWN	SERVIENT TENEMENT	GRANTEE
(A)	SEC 12 BLK III ST BATHANS SD	Diagonal
(B)	PT RUN 227A BLK III ST BATHANS SD	Diagonal
(C)	SEC 7A BLK III ST BATHANS SD & SEC 3 BLK IX BLACKSTONE SD	Diagonal
(D)	PT RUN 227A BLK III ST BATHANS SD	Diagonal
(E)	PT RUN 227A BLK III ST BATHANS SD	Diagonal

DOORS: 700 000N : 300 000E
DATUM: GEODETIC 1949
CIRCUIT: LINDIS PEAK
ORIGIN: LINDIS PEAK

CLASS III SURVEY

Compiled in EASEMENT ONLY DT 15D/180
DT 7149, Crown Land, DT 15C/21

1. Orthographic plan of Dunedin being a person entitled to practice as a surveyor, or a person who has been so entitled, or a person who has been so entitled by me or under my direction in accordance with the Code of Survey Act 2002 and the Surveyor-General's Rules for Conduct Survey 2002/2.

(2) This document is accurate, and has been created in accordance with the Act and these Rules.

11/11/04

Field Book Reference Plans 504, 607, 1552, 1604 & 6555
DP 224933

Examined: Correct

Approved as to survey by Land Information NZ on: 11/11/04

Deposited by Land Information NZ on: 11/11/2004

File 6551
Received 27-7-04
Instructions

DP 340194

YEC 6979622.3 Deed of

Cpy - 01/01, Pgs - 016, 07/08/08, 13:48



DocID: 110791200

DEED OF GRANT OF EASEMENT

between
COMMISSIONER OF CROWN LANDS
(the Grantor)
and
OTAGONET LIMITED
(the Grantee)

AWS LEGAL
INVERCARGILL

Deed of Grant of Easement

Date: *19th June*

2005/6

Parties

1. COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor")
2. OTAGONET LIMITED (registered number AK/1243094) ("the Grantee")

Background

- A The parcel of land described in paragraph 1 of the Schedule is vested in the Grantor pursuant to the Land Act 1948 ("the Grantor's Land").
- B The Grantee wishes to establish a new electricity transmission line which passes over the Grantor's Land ("the Line") as shown on the plan annexed.
- C In order to enable the Grantee to establish the Line the Grantor has agreed to grant a right to convey electricity over those parts of the Grantor's Land described in paragraph 2 of the Schedule ("The Easement Land").

By this Deed the parties agree as follows:

1 Definitions and Construction

1.1 Defined Terms

In this Deed (including the Background), unless the context requires otherwise:

- "Commencement Date" means the date of this Deed;
- "Deed" means this Deed of Grant of Easement as it may be amended, modified, novated or added to from time to time;
- "Easement Land" means the land vested in the Grantor pursuant to the Land Act 1948 and being the area described in paragraph 2 of the Schedule over which the Line is intended to pass and on which supporting structures are to be erected;
- "Grantee" means the Grantee, its servants, agents, employees, workers and contractors, and any licensee, lessee or tenant of the Grantee;

MS Pi B

- "Grantor's Land"** means that parcel of land vested in the Grantor pursuant to the Land Act 1948 and described in paragraph 1 of the Schedule;
- "Lessee"** means the lessee of the Grantor's Land described in paragraph 3 of the Schedule;
- "Pastoral Lease"** means the pastoral lease of the Grantor's Land held by the Lessee and, more particularly described in paragraph 4 of the Schedule;

1.2 Construction

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

- "Clauses and Schedules"** references to a Clause or a Schedule is to a clause or schedule of this Deed;
- "Headings"** headings and subheadings appear as a matter of convenience and shall not affect the construction of this Deed;
- "Person"** a reference to any person includes a reference to the person or representatives, successors and permitted assigns of that person;
- "Singular, Plural and Gender"** the singular includes the plural and vice versa, and words importing any gender include the other gender;
- "Statutes"** references to any statute include any modification or re-enactment of that statute, any legislation enacted in substitution for that statute, and all regulations, orders-in-counsel and other instruments from time to time issued or made under that statute;
- "Writing"** references to "written" and "in writing" include any means of visible reproduction.

2 Grant of Easement

2.1 In consideration of:

- 2.1.1 the sum of \$9,187.50 plus GST paid to the Grantor by the Grantee; and
- 2.1.2 the Grantee's adherence to the terms of this Deed,

The Grantor grants to the Grantee the right in perpetuity, to convey electricity ("the Easement") over the Easement Land, commencing on the Commencement Date.

- 2.2 The Easement will permit but not compel the Grantee to erect and maintain electric power lines and supporting structures for the purposes of conveying electric power over the Easement Land.
- 2.3 Once the Line and supporting structures have been erected the Easement Land shall be deemed to be that land comprising a strip having the actual route of the Line as its centreline and having a width of 10 metres on either side of such centreline.

MS *h.* *13*

3 Acknowledgement by Lessee

- 3.1 The Grantee confirms that is has, prior to the date of this Deed, entered into an agreement with the Lessee recording receipt by the Lessee of a payment from the Grantee, which amount is acknowledged by the Lessee to be paid in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948.
- 3.2 The agreement recording the matters set out in clause 3.1 above contains an acknowledgement by the Lessee of its waiver of any right it may have to any compensation from the Grantor in respect of the grant of the Easement.

4 Easement Covenants

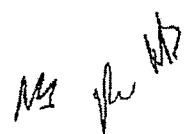
- 4.1 The Grantee shall have the right from time to time and at all times to:
 - 4.1.1 maintain, repair, operate, use, renew, inspect, upgrade, construct, change the size and capacity of, remove and replace; and
 - 4.1.2 survey and investigate in respect of;
 the Line or part of the Line over or under the Easement Land.

For the purposes of this Deed the term "Line" includes any wire or conductor used for the transmission of electricity and includes, without limitation, any insulator, tower, pole, ground stay, supporting structure, cross-arm, foundation, casing, tube, tunnel, fixture or other equipment or materials used for supporting securing, enclosing, surrounding and protecting the Line and also includes, without limitation any tower or pole mounted transformers, fuses, fuse holder, automatic switches, voltage regulators, capacitors or other instrument or device used in association with the Line for the purposes of facilitating the transmission of electricity through the Line.

- 4.2 The Grantee shall have the right of convey, send and transmit electricity in, across and through the Line.
- 4.3 The Grantee shall have the right to allow the Line to hang freely over the Easement Land.
- 4.4 The Grantee shall have the right to free and unfettered access over and through the Easement Land for the purposes of exercising any of the powers granted under this Deed from time to time and shall at all reasonable times (subject to clause 5.5) have the right of access to and from any part of the Easement Land over the Grantor's Land for the purpose of exercising any of the powers granted under this Deed at any time by a reasonable route and with or without any vehicles, machinery or equipment, tools, cables, and materials of any kind, provided such vehicles are not prohibited by the Grantor or any Lessee of the Grantor acting reasonably.
- 4.5 The Grantee shall have the right to construct and shall be required to maintain on the Easement Land all such tracks deemed necessary by the Grantee for the exercise of its rights and interests granted under this Deed and causing the minimum of disturbance to the Grantor, its Lessees land, forestry and other property in doing so. Where such tracks are constructed, the Grantee shall, as far as practicable ensure that it remains on such tracks when passing over the Easement Land. The Grantee shall comply with any reasonable requests of the Grantor in relation to the appropriate levels of maintenance and repair to be carried out on such tracks.

NS JW B

- 4.6 The Grantor shall be required to cut or trim any such trees or vegetation encroaching onto or over the Easement Land to the extent necessary to keep the Line and supporting structures free from interference. Where the Grantor fails to keep the Easement Land free of such trees or vegetation, the Grantee shall have the right to clear, at the cost of the Grantor, the Easement Land of any vegetation or trees (including those which encroach or overhand the Easement Land) by any means which the Grantee may consider necessary in the following circumstances:
- 4.6.1 Where such vegetation or trees breach any statutory or regulatory requirements or standards, or codes of practice, or otherwise breach generally accepted engineering standards as to the minimum clearances from the Line.
- 4.6.2 Where such vegetation or trees impede the Grantee's access over the Easement Land.
- 4.6.3 Where such vegetation or trees are, or are likely to be, in the reasonably opinion of the Grantee a danger or hazard to the safety or operation of the Line, including the air space above, under and beside the Easement Land.
- 4.7 Neither the Grantor or the Grantee shall at any time do permit or suffer to be done any act whereby the rights, powers, licences and liberties of the other party hereto may be interfered with or affected in any way.
- 4.8 The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal business operations of the Grantor or any Lessee of the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the Grantee from exercising the rights granted to it in this Deed.
- 5 Additional Obligations of the Grantee**
- 5.1 The Grantee will at all time ensure that whenever it opens and / or unlocks gates on the Grantor's Land it will ensure when leaving the Grantor's Land that such gates are closed, and where applicable, locked.
- 5.2 In the event that damage or disturbance to the Grantor's Land occurs as a result of the Grantee's permitted activity on the Grantor's Land, the Grantee will restore, as far as practicable, the Grantor's Land to its former condition.
- 5.3 The Grantee shall make good any damage caused by it to tracks, fences, gates, drains, buildings or other structures on the Grantor's Land to the satisfaction of the Grantor in its sole discretion.
- 5.4 The Grantee is obliged to compensate the Grantor or any Lessee of the Grantor to the extent of the Grantor's loss if there is any damage to stock on the Grantor's Land caused by the Grantee's acts or omissions.
- 5.5 In exercise of the rights contained in this Deed, the Grantee will at all times have due regard to the use by the Grantor or any Lessee of the Grantor of the Grantor's Land and will not unduly interfere with stock, crops, trees, fences or other structures of otherwise unduly obstruct the Grantor or any Lessee of the Grantor in its use of the Grantor's Land. While the approval of the Grantor or any Lessee of the Grantor will be obtained in all practical cases prior to the Grantee entering upon the Grantor's Land, the Grantor acknowledges that in emergency or fault conditions, this may not always be possible.



5

5.6 The Grantee shall not enter onto the Grantor's Land for any purpose other than that permitted by this Deed.

6 Ownership of the Line

The Grantor acknowledges that the Line and all supporting structures shall remain the property of the Grantee. In the event that the Grantee fails to remove the Line and all improvements at the termination or surrender of the grant of the Easement, the Grantor shall be entitled to remove the Line and all improvements and reinstate the Easement Land to its original condition, all at the cost of the Grantee.

7 Registration

7.1 If the Grantee requires the Easement to be registered the Grantee will, at the Grantee's cost, cause a survey of the Easement Land to be completed and will prepare an easement in registrable form incorporating the terms of this Deed.

7.2 The Grantor will sign all plans and documents necessary to register such easement and will make available the titles (if any) to the Grantor's Land to enable registration.

8 Indemnity

8.1 The Grantee indemnified the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor by reason of any act or omission of the Grantee in connection with the Easement.

8.2 The Grantee shall enter into and keep current a public liability policy for any claims arising out of this indemnity.

9 Exclusion of Grantor's Liability

The Grantor shall not be liable to the Grantee in contract, tort or otherwise in relation to any aspect of this Deed, regardless of whether such claim arises as a result of direct or consequential loss to the Grantee.

10 Grantor's Rights of Delegation

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

11 Sale of Land

11.1 The Grantor will not sell, lease or otherwise dispose of any interest in the Grantor's Land which could prevent the said Easement being registered in favour of the Grantee without first obtaining from any person who acquires such an interest a written covenant in favour of the Grantee to be bound by clause 7.2.

MB H.B.

12 Surrender

The Grantee shall be entitled at any time to surrender at its own cost all or any part of the Easement granted to it pursuant to this Deed. The Grantee and Grantor shall, at the cost of the Grantee, execute a deed of surrender in registrable form if so required by the Grantor.

13 Assignment

The Grantee shall be entitled to transfer or assign its rights and obligations under this Deed as to the whole (as opposed to a part or parts) of the Easement Land. In any such case upon the assignee or transferee becoming liable under this Deed or otherwise or notifying the Grantor that it has assumed the relevant obligations of the Grantee under this Deed in respect of the Easement, the provisions of this Deed shall cease to be binding upon the assignor or transferor in respect of the Easement Land but without prejudice to the assignor's or transferor's liability for any antecedent breach of covenant under this Deed or pursuant to clause 8.1.

14 Disputes

14.1 In the event of any dispute arising between the parties in respect of or in connection with this Deed, the parties shall, without prejudice to any other right or entitlement they may have under this Deed or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged In Alternative Dispute Resolution).

14.2 In the event the dispute is not resolved within twenty eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996.

15 Notices

All notices and communications under this Deed shall be delivered personally, sent by prepaid post or by facsimile to the following addresses:

Grantor: Commissioner of Crown Lands

[Box 5501 Wellington]

Telephone [03 418 4968]

Fax [03 418 4961]

Grantee: OtagoNet Limited

1642 Racecourse Road, Invercargill

Or to such other address as either party shall notify in writing to the other. Delivery shall be deemed to have occurred when delivered personally or sent by registered mail or facsimile.

Handwritten signature and initials

7

16 Severability

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed.

17 No Waiver

17.1 A waiver of any provision of this Deed shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given.

17.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

18 Governing Law

This Deed shall be governed by and construed in accordance with New Zealand law.

SIGNED by THE COMMISSIONER OF)
CROWN LANDS *by his delegate*)
Murray Robert Mackinnon



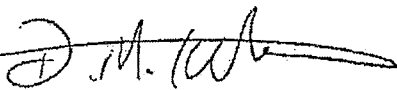
in the presence of:

Name:

Occupation:

Address:

DAVID MAURICE KILLICK
PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
C/- LINZ NATIONAL OFFICE



SIGNED by OTAGONET LIMITED)

[Handwritten Signature]

Director

[Handwritten Signature]

Director

SCHEDULE

1 Description of the Grantor's Land

Run 227 A described in Certificate of Title OT15C/21

2 Description of the Easement Land

That part of the Grantor's Land marked as "B" on DP 340194 on the plan annexed hereto (subject to final determination in accordance with clause 2.3 and subject to survey pursuant to clause 7.1).

3 Details of Lessee

Euan Sclater Johnstone

4 Details of Pastoral Lease

Home Hills

Number

PO 383

Registration Details

Computer Interest Register OT15C/21

Land District

Otago

Appendix 8: Copy of Deed of Arrangement to grant an Easement under the Land Act 1948

3. Upon execution of this Deed by the Owner, the Applicant shall be entitled to enter the Owner's Land in order to undertake a survey to identify the route of the easement and to carry out investigations associated with this existing farm track right of way.
4. The Applicant will establish the route and extent of the easement in consultation with the Owner.

Costs

- ~~5. The Applicant Owner will obtain all necessary planning and resource consents at its own cost and will complete the survey and all legal matters at its own cost to enable the survey plan to deposit and the registration of the Grant of Easement. If required to do so, the Owner shall do all things reasonably necessary to assist the Applicant in completing the deposit of the survey plan and the registration of the Grant of Easement.~~
6. The Applicant will at its own cost, repair any damage to the Owner's Land (including any damage to any fence, vegetation or other improvement) caused by the Applicant exercising its rights and powers under this Deed.
- ~~7. The Applicant shall bear all costs and expenses (including the Owner's reasonable legal costs) in relation to any work done by the Applicant in the exercise of the rights and powers granted by this Deed, and the preparation and registration of the Grant of Easement.~~
8. The term of this Deed shall run from the date of this Deed until the Grant of Easement is registered or until this Deed is terminated by the Applicant in accordance with clause 9 below.

Payment to Owner

- ~~9.1 In consideration of the arrangements granted in this Deed, the Applicant must pay the Owner the sum of \$500.00 plus GST plus \$1.00 per metre of easement length plus GST within seven days after demand for such sum is made by the Owner.~~

- 9.2 ~~If the Applicant is unable to obtain any necessary planning or resource consent or is otherwise not satisfied (in the Applicant's sole discretion) that the Easement Land meets the Applicant's requirements for the easement, the Applicant may terminate this Deed prior to the installation of any Fixtures, Structures, or Equipment (as those terms are defined in the Grant of Easement) and the Applicant will not be entitled to the refund of the amounts paid by the Applicant under this Deed.~~
- 9.3 ~~The further sum set out in clause 10 of this Deed will not become payable if this Deed is terminated by the Applicant before that further sum is paid.~~
- 9.4 If the Applicant does not give notice to the Owner that the Deed is terminated within three years of the date of this Deed, then the Applicant's requirements will be deemed to be satisfied and the Applicant will be deemed to have obtained any necessary planning or resource consent and the Applicant will not be able to terminate this Deed under this clause.
10. ~~Immediately upon receipt of the executed Grant of Easement evidencing the easement from the Owner, the Applicant shall pay to the Owner the consideration expressed in the Grant of Easement in full and final payment for the easement granted to the Applicant.~~
11. The Applicant shall be entitled to register the Grant of Easement pursuant to Section 60 of the Land Act 1948. In the event that the Grant of Easement cannot be registered in the Land Registry Office, the Owner and the Applicant acknowledge that the terms of the Grant of Easement shall remain in full force and effect.
12. The Parties agree to be bound by the provisions of the Grant of Easement regarding health and safety from the Date of this Deed as if they were set out in full in this Deed.
13. Any notice to be given to one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address or facsimile number set out in the Grant of Easement or such other address or facsimile number notified by the addressee in writing to the other party and shall be deemed to be delivered on the date set out in the Grant of Easement.

Schedule of Land

That area as outlined in red on the attached plan.

IN WITNESS WHEREOF these presents have been executed by the Parties

This Deed has been executed the day 2006

SIGNED by
acting for and on behalf of the
Commissioner of Crown Lands
pursuant to a delegation under
section 41 of the State Sector Act 1988

in the presence of:

Name:
Occupation:
Address:

SIGNED on behalf of
EUAN SCLATER JOHNSTONE
the applicant by:

in the presence of:

Name:
Occupation:
Address:

GRANT OF EASEMENT (Pursuant to Section 60 Land Act 1948) dated

2006

PARTIES

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

AND

2. **EUAN SCLATER JOHNSTONE** hereinafter with successors and permitted assigns ("the Grantee").

BACKGROUND

- A. The Grantee wishes to obtain a right of way over the area set out in the Second Schedule to this Deed.
- B. The Grantor has agreed to grant to the Grantee an easement over the Grantor's land (as set out in the Second Schedule) ("the Grantor's Land") on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed (including the Schedules)

"**Deed**" means this deed, the Background and the Schedules.

"**Construct**" includes construct, install, lay, inspect, use, replace, and remove and "**Construction**" has a similar meaning.

"**Easement Land**" means the area of the Grantor's Land set out in the Second Schedule setting out the location on the Grantor's Land within which the Grantee may exercise the rights granted by this Deed.

"**Equipment**" includes equipment, tools, machinery, cables, lines, wires and all materials and items required for the purposes of exercising any of the rights granted by this Deed.

"**Fixtures**" includes towers, pylons, ground stays, supports, insulators, casings, devices, apparatus, appliances, antennas, conductors, poles and all associated appurtenances and also points, aerial crossing bridges, bridge abutments and metering devices.

"**Grantee**" includes the Grantee's engineers, surveyors, agents, employees, workers, invitees, licencees and contractors with or without any vehicles, machinery or equipment.

"**Machinery**" includes cranes, drilling rigs, plant, pile drivers, excavators and other similar tools and machinery.

"**Maintain**" includes maintain, repair, renew, alter, and inspect and "**maintenance**" has a similar meaning.

"Soil" includes soil, gravel or other similar substances.

"Structures" includes buildings, towers, poles, structures, repeaters, pipes, cables, bridges, roads, walls, frames, and fences of any kind.

"Vegetation" includes all vegetation both cultivated and natural and includes grass, crops, trees and shrubs and includes any vegetation encroaching into the airspace of the Easement Land.

"Vehicles" includes trucks, tractors, cars, bicycles, motorcycles (2 and 4 wheeled), aircraft and trailers whether wheeled or tracked.

"Working Day" means any day of the week excluding Saturday, Sunday, national statutory holidays, and the anniversary days commonly observed in Wellington and in the locality in which the Easement Land is situated.

- 1.2 In the interpretation of this Deed unless the context otherwise requires:
 - 1.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
 - 1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to and;
 - 1.2.3 the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

2. GRANT OF EASEMENT

- 2.1 Pursuant to section 60 of the Land Act 1948, the Grantor grants to the Grantee an easement of right of way over the easement for a term of 30 years, commencing on *(insert commencement date)* together with the following incidental rights and powers:
 - 2.1.1 The right to construct the right of way on the Easement Land;
 - 2.1.2 The right to maintain this right of way on the Easement Land;
 - 2.1.3 The right from time to time and at all times to enter, exit, pass and remain on, under or over the Easement Land for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes but subject to the limitations expressed in this Deed;
 - 2.1.4 The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

- 3.1 In consideration of the grant of easement in this Deed:
 - 3.1.1 The Grantee shall pay the Grantor *(to be inserted)* plus GST.
 - 3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

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

5. OBLIGATIONS OF THE GRANTEE

- 5.1 The Grantee shall when on the Grantor's Land (subject to clause 2.1.2) of this Deed:
- 5.1.1 Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 5.1.2 Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 5.1.3 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.3) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;
- 5.1.4 Ensure that as little damage or disturbance as possible is caused to the surface and riparian environment of the Grantor's Land and that the surface and riparian environment is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is similarly restored;
- 5.1.5 The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.
- 5.2 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor, in its normal or reasonable use of the Grantor's Land.
- 5.3 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.
- 5.4 The Grantee shall comply at all times with all laws (including statutes and regulations and codes of practice) placing obligations on the Grantee in respect of the Easement Land and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed.
- 5.5 The Grantee shall at all times keep the Easement Land clear of noxious weeds and or vegetation considered in the reasonable opinion of the Grantee to be a danger or hazard to the safety or operation of the right of way.
- 5.6 The Grantee shall prevent the right of way and any structures and fixtures from becoming a danger or a nuisance.
- 5.7 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on any part of the Grantor's Land at the request of the Grantee.
- 5.8 The Grantee shall take all practicable steps (as far as is legally permissible) to ensure that any obligations imposed on the Grantor under the Health and Safety in Employment Act 1992 are complied with at all times and shall comply with any reasonable obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons the Grantor's Land and/ or the Easement Land.

6.0 OBLIGATIONS OF THE GRANTOR