

Crown Pastoral Land Tenure Review

**Lease name : KAWARAU & MT
DIFFICULTY**

Lease number : PO 234 & PO 353

Preliminary Proposal - Part 2

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

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

Appendix 17: Form of Public and Management Purposes Easement a-b, c-d, e-f-g-h-i, h-j-f, j-k, k-l-m-n-o, k-m-p, q-r, and Management Purposes Easement s-g, t-u to be Created

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

OTAGO

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

--	--	--	--

Transferor *Surnames must be underlined*

COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998

Transferee *Surnames must be underlined*

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the _____ day of _____

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this _____ day of _____

Attestation

Signed by
acting under written delegation
from the Commissioner of
Crown Lands

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

(continued on page 4 of Annexure Schedule)

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Register-General of Land under No. 1995/5003

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 “Easement Area” means that part of the Servient Land being 10 metres wide which is marked [] “[a-b, c-d, e-f-g-h-i, h-j-f, j-k, k-l-m-n-o, k-m-p, q-r for Public access and DoC management purposes, and s-g, t-u for DoC management purposes only, on the Designations Plan]” on Deposited Plan/S.O. Plan No [].
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 “Servient Land” means the land owned by the Transferor and described on page 1.
 - 1.4 “Transferee” means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee’s tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee’s tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:
 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 – Easement in Gross Templ
Docdm-379676 – Kawarau Mt Difficulty PA and DoC management purposes easement Nov 2009

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

Term

6. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the local branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

OTACO-37213 – Easement in Gross Templ
Docdm-379676 – Kawarau Mt Difficulty PA and DoC management purposes easement Nov 2009

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 Clause 2.1 is deleted and replaced with the following:
- In common with the Transferor to pass and re-pass at any time over and along the Easement Area by the mode(s) stipulated below;
- 11.1 On foot, or by non-motorised vehicle powered by a person or persons, marked a-b, c-d, e-f-g-h-i, h-j-f, j-k on the designations plan;
- 11.2 On foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons, marked k-l-m-n-o, k-m-p, q-r on the designations plan;
- 12 The sections of the Easement Area marked h-g-f on the designation plan shall be closed to members of the public for lambing purposes only, between 1st September to 31 October each year (these dates are inclusive).
- 13 Where fences cross the Easement Area the Transferor must install gates no less than 1 metre in width and keep gates unlocked at all times unless otherwise agreed with the Transferee (not being a member of the public).
- 14 The Transferee (not being a member of the public) has the right:
- 14.1 To mark the Easement Area as appropriate.
- 14.2 To erect and maintain stiles.
- 14.3 To erect and maintain signs informing the public:
- (a) of the location of land managed by the Crown and available for public access and recreation; and
- (b) of their rights and responsibilities in relation to the Easement Area.
- 14.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carryout the works in clause 14.1 to 14.3.
- 15 In doing any of the matters specified in clause 2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.

Continuation of “Attestation”

Signed for and on behalf of)
Her Majesty the Queen by)

OTACO-37213 – Easement in Gross Templ
Docdm-379676 – Kawarau Mt Difficulty PA and DoC management purposes easement Nov 2009

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

under a written delegation in the presence of:))

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 18: Copy of easement C-D in favour of The Department of Conservation

TRANSFER GRANT OF EASEMENT

1. Easement to Convey Water
2. Easement for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Otago

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

--	--	--	--

Transferor *Surnames must be underlined*

COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998

Transferee *Surnames must be underlined*

HER MAJESTY THE QUEEN, acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 and Easement to convey water (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the _____ day of _____

Operative Clause

The Transferor, being the registered proprietor of the servient land, grants to the Transferee an easement to convey water with the rights and powers or provision set out in the Annexure schedules.

Dated this _____ day of _____

Attestation

Signed by
acting under written delegation
from the Commissioner of
Crown Lands

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

(continued on page 4 of Annexure Schedule)

Certified correct for the purposes of the Land Transfer Act 1952

Approved by Register-General of Land under No. 1995/5003

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 “Easement Area” means that part of the Servient Land being [] metres wide which is marked (“C-D” on the Designations Plan) being the water race shown on S.O. Plan No [].
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is ecologically sustainable.
 - 1.3 “Servient Land” means the land owned by the Transferor and described on page 1.
 - 1.4 “Transferee” means Her Majesty the Queen acting by and through the Minister of Conservation.
 - 1.5 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

Standard Easement Terms

Schedules

2. Unless otherwise provided in this document, the rights and powers implied in the specific classes of easement are those prescribed by Schedule 4 of the Land Transfer Regulations 2002 and/or the fifth Schedule of the Property Law Act 2007.

Term

3. The easement created by this transfer is to be in perpetuity.

Dispute Resolution

- 4.1 If a dispute arises between the Transferor and Transferee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 4.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 4.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

OTACO-37213 – Easement in gross Template
docDM-489769 - Kawarau Mt Difficulty Easement to Convey Water 10 Nov 2009

4.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

5.1 A notice to be given under this transfer by one party to the other is to be in writing and must:

- (a) be hand delivered to the receiving party; or
- (b) be sent by ordinary post to the receiving party;
- (c) be sent by facsimile to the receiving party.

5.2 If clause 5.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.

5.3 If clause 5.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

6.1 The standard easement terms contained above must be read subject to any special easement terms set out below.

6.2 The Transferee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, may maintain the water race across the Servient land.

6.3 The Transferee has the right to use whatever means of access she thinks fit to carry out the works in clause 6.2 above.

6.4 The Transferee including its tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation, has the right to take vehicles, plant, machinery on the Easement Area.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)

under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Right to Convey Water
2. Access for Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 19: Copy of easement 6317765.1 in favour of The Bannockburn Irrigation Society Incorporated



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 203040
Land Registration District Otago
Date Registered 18 February 2005 09:00 am

Prior References

OTA2/1218

Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 6317765.1
Legal Description	Part Run 330A		
Purpose	Right to convey water (in gross) marked a-b on DP 27276		

Proprietors

Bannockburn Irrigation Society Incorporated

Interests

DEED OF EASEMENT

YEC 6317765.1 Deed of

Cpy - 01/03, Pgs - 011, 17/02/06, 15:02



DocID: 110590573

BETWEEN

- (1) HER MAJESTY THE QUEEN acting by and through the Commissioner of Crown Lands pursuant to Section 60 of the Land Act 1948 ("the Grantor")

and

- (2) BANNOCKBURN IRRIGATION SOCIETY INCORPORATED at Bannockburn, Otago ("the Grantee")

(1) BACKGROUND

The Grantee owns a water race that has run across the Grantor's land since 1906. The Grantee now wishes to obtain an easement formalising its right to use the water race. The Grantor has agreed to grant an easement for this purpose in perpetuity.

1.1 DEFINITIONS

In this Deed:

"Commencement Date" means the latest of the dates appearing at the foot of this Deed next to the signatures of the parties;

"Convey water" and conveying water" includes by-wash water and by-washing water;

"Deed" means this Deed and all Schedules annexed hereto;

"Easement land" means the land described in paragraph 2 of Schedule 2 to this Deed;

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

"Grantor's land" means the land described in paragraph 1 of Schedule 2 to this Deed;

"Lessee" means the registered holders of the pastoral lease over the Grantor's land, at the commencement of this Deed being Kawarau Station Limited. In the event that the registered Lessees should change after the commencement of this Deed, the term "Lessee" refers to the new registered Lessees as the context requires.

"Party" includes any transferees or successors of any of the parties to this Deed.

Handwritten mark

1.2 CONSTRUCTION

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

- 1.2.1 The headings and sub-headings appears as a matter of convenience and shall not affect the construction of this Deed.
- 1.2.2 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.2.3 References to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- 1.2.4 The singular includes the plural and vice versa, and words importing any gender includes the other genders.

(2) GRANT OF RIGHTS

- 2.1 The Grantor and the Lessee hereby grant to the Grantee the following easements in gross forever:
 - 2.1.1 The right to enter and have access over, and situate and maintain water works and convey water unimpeded along the easement land. For this purpose the Grantee has the right to use, occupy, have access over, construct, maintain, reconstruct and carry out such other water works as the Grantee considers necessary or desirable on the easement land. Such water works may include but are not limited to structures and works for intakes, conveying water, water flow control, turnouts, monitoring and discharges.
 - 2.1.2 The right to monitor and control its water flows and water source and to carry out viewing, surveillance and monitoring of its water works on the Grantor's land;
 - 2.1.3 The right to erect and maintain such fixtures or markers on the easement land as may be necessary to indicate the location of any pipeline and associated works provided that such fixtures and markers do not interfere with the reasonable use of the Grantor's land.
 - 2.1.4 The right to generally enter the Grantor's land and have access across the Grantor's land by the most practicable route for the purposes set out in this Deed;
 - 2.1.5 The right to enter upon the easement land with or without vehicles, laden or unladen and with or without materials, machinery and

L

implements as necessary from time to time to achieve the purposes of clauses 2.1.1 and 2.1.4 above and cl.2.1.6 below.

2.1.6 The right to generally do any other thing necessary or convenient for the full exercise of the rights set out in this Deed.

(3) PAYMENT OF COMPENSATION TO LESSEE

3.1 The Lessee accepts the terms of this Deed and is bound by them. To the extent that this Deed applies to the Lessee the Lessee consents to its terms without payment of compensation.

3.2 The Grantee indemnifies the Grantor in respect of any loss, claim, damages, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in the event that the Lessee pursues a claim for compensation pursuant to Section 60 (1) of the Land Act 1948.

(4) OBLIGATIONS OF THE GRANTEE

4.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

4.1.1 The Grantee shall when on Easement Land;

- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;
- (ii) not use or cause to be used either any tracked vehicle or any other class of vehicle which has been prohibited by the Grantor;
- (iii) immediately after passing through any gates, close such or them as were closed and lock such of them as were locked immediately before such passing through;
- (iv) take all reasonable precautions for guarding against danger (including, but without limitation, fire, physical damage or disease) on the Grantor's Land, and in particular shall (but without limiting the general obligation to take full and proper precaution pursuant to this clause 4.1.1(iv)) comply with all reasonable conditions that may be imposed from time to time by the Grantor any lawful authority;
- (v) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is repaired forthwith;

R

- (vi) ensure that the Grantee does not enter upon the Easement Land without first contacting the Lessees by telephone and advising them of their intention to enter upon the Easement Land for the purposes permitted in this Deed except in cases of emergency but subject also to the Grantee's obligations at clause 4.1.2.

4.1.2 In the event that the Grantee requires entry to the Grantor's land with machinery it shall not give less than 72 hours notice to the Lessee either by way of direct personal contact, ordinary letter, facsimile transmission or telephone prior to such entry being required.

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

- 4.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor if the actions of the Grantee result in damage to stock on the Grantor's Land.
- 4.3 The Grantee will at all times in exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor, in its or their normal or reasonable use of the Grantor's land.
- 4.4 The Grantee shall not at any time except with the prior written approval of the Grantor (which approval shall not be unreasonably withheld) carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.
- 4.5 The Grantee shall comply at all time with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted in this Deed.
- 4.6 The Grantee shall not fence the boundaries of the easement land.

(5) OBLIGATIONS OF THE GRANTOR AND LESSEE

- 5.1 Where the Lessee receives notice as specified in clause 4.1.2 above, the Lessee must notify the Grantee of the presence of any pipes or underground facilities in the relevant area prior to any work being commenced. If the Lessee fails to notify the Grantee in accordance with this provision then the Grantee will not be liable for any damage it may cause to such underground pipes or facilities.
- 5.2 The Grantee and the Lessee shall not do or permit to be done, anything (including planting trees or constructing works or buildings) which will prevent or interfere with the free passage of water along the easement land or with the

L

Grantee's rights or access to the easement land or use by it of its other rights created by this Deed.

5.3 The Grantor and the Lessee shall not interfere with, or permit any interference with, the support, structure or integrity of the Grantee's water works, whether by trees, tree roots, other vegetation or any other cause.

5.3.1 Without limiting Clause 5.3 above, the Grantor and the Lessee will not, without the prior written consent of the Grantee, plant or permit to be planted, or construct or permit the construction of works or buildings within 20 metres of the centre line of a pipe or within 20 metres from the edge of a water race or other water works.

(6) COSTS AND INDEMNITY

6.1 The Grantee shall bear all reasonable costs and expenses in relation to the preparation, registration and enforcement of any provision of this Deed.

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

(7) GRANTOR'S LIABILITY

7.1 Except as otherwise provided herein, the Grantor will not be liable in contract, tort, or otherwise to the Grantee for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor on the Grantor's land, whether the expense, cost, loss, injury, or damage is the direct or indirect result of negligence or otherwise.

(8) LESSEE'S LIABILITY

8.1 In the event that the Lessee should breach or fail to observe any of the express or implied provisions of this Deed, giving rise to a right of action or remedy on the part of the Grantee, that may only be enforced against the person or person who held the registered lease over the Grantor's land at the time relevant to the alleged breach or non-observance. No Lessee will therefore be held liable for acts or defaults occurring when that person was not the registered Lessee of the Grantor's land.

(9) REGISTRATION

9.1 The parties shall take and of all such acts and things necessary to ensure that this Deed may be registered if the Grantee wishes to register the Deed or a

R

Memorandum of Transfer Grant of Easement on substantially the same terms in the appropriate Land District.

(10) DELEGATION

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

(11) DISPUTES

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

(12) NOTICES

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

12.1.1 The Grantor's address as set out in paragraph 1 of the First Schedule.

12.1.2 The Lessee's address as set out in paragraph 2 of the First Schedule.

12.1.3 The Grantee's address as set out in paragraph 3 of the First Schedule.

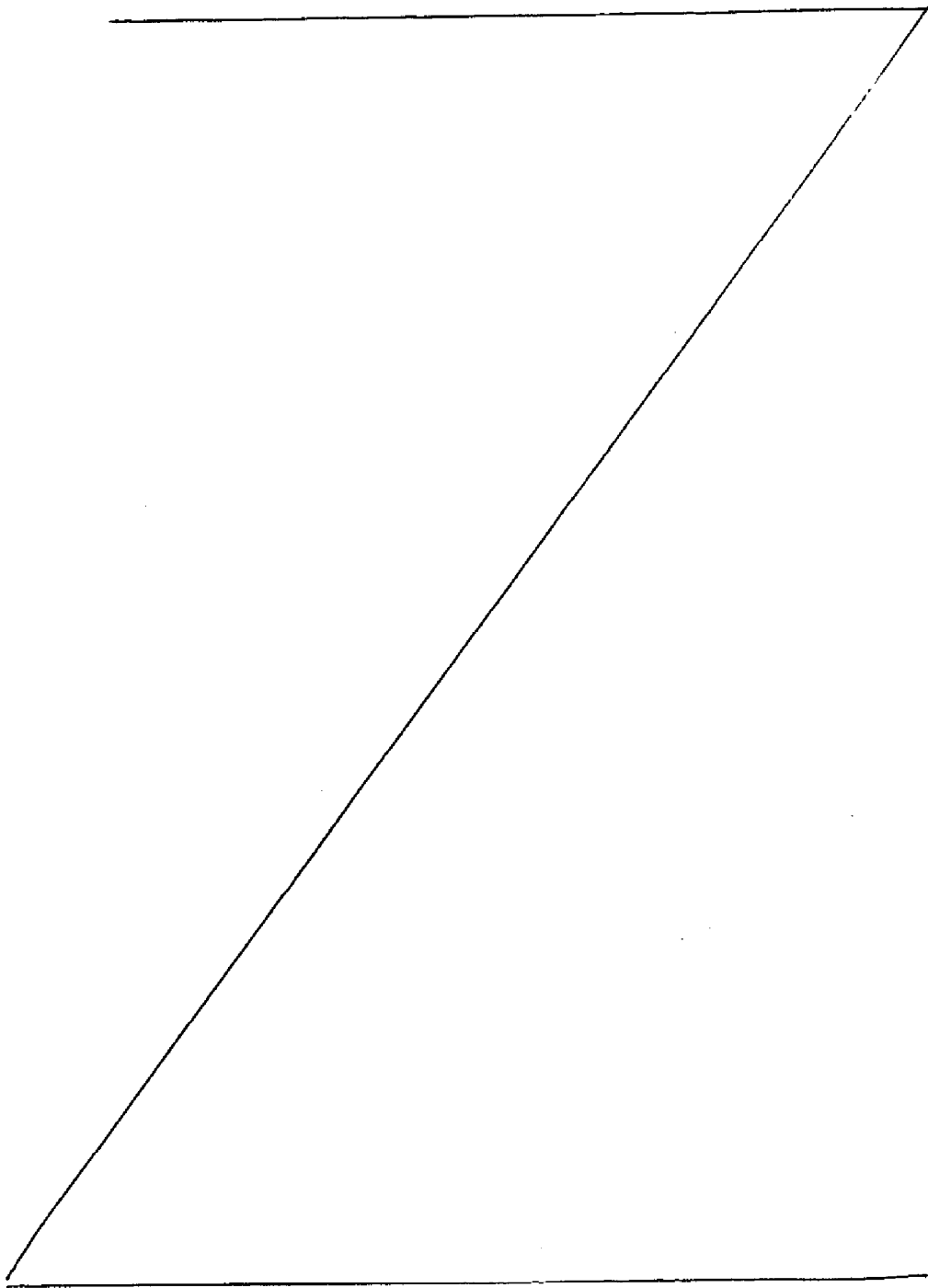
12.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

(13) SEVERABILITY

13.1 If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination

R

shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.



RP

KAWARAU STATION LIMITED as Lessee hereby consents to the within Deed of Grant of Easement.

SIGNED by
KAWARAU STATION LIMITED
by its Directors:

) *J.W. Anderson*
)
) *R. J. Anderson*

Executed as a deed this 17th day of November 2004

Signed by the
Bannockburn Irrigation Soc. Inc.

in the presence of:

President: *[Signature]*

Secretary: *[Signature]*



Signed for and on behalf of
Her Majesty the Queen
by ROBERT WILLIAM LYSAGHT
PURSUANT TO A DELEGATION
FROM THE COMMISSIONER
OF CROWN LANDS

) *[Signature]*
)
)
Commissioner of Crown Land

In the presence of
[Signature]

ROBERT JOSEPH WEBSTER
PORTFOLIO MANAGER
CROWN PROPERTY MANAGEMENT
C/- LINZ, CHRISTCHURCH

11 1199 01
12 1199 02
13 1199 03
14 1199 04

FIRST SCHEDULE

Grantor's Address:

Her Majesty the Queen acting by and through the Commissioner of Crown Lands
C/- Knight Frank
P O Box 27
ALEXANDRA

Lessee's Address:

Kawarau Station Limited
Bannockburn
R D 2
CROMWELL

Grantee's Address:

Bannockburn Irrigation Society Incorporated
C/- Checketts McKay
Barristers & Solicitors
P O Box 184
CROMWELL

L

SECOND SCHEDULE

(1) **Grantor's land:** That land containing 4,814.1252 hectares more or less being Run 330A Section 143-144 Block I Bannockburn Survey District and Section 2-3 Survey Office Plan 23831 subject to Pastoral Lease number Po234 comprised in register book Volume A2 Folio 1218 (Otago Land Registry).

(2) **Easement Land:**

That part of the land ten (10) metres wide and centred on the line marked "a-b" on Deposited Plan 27276 a copy of which is attached hereto.

L

Landonline User ID: _____

LODGING FIRM: Checketts McKay

Address: PO Box 184
Cromwell

Uplifting Box Number: 12

ASSOCIATED FIRM: _____

Client Code / Ref: Bannockbnlrrig-34488

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ Use only)

FOR DEPOSIT ONLY
17/02/2005 9:50
CHEQUE 000000#3729 0001
*20.00

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number

6253986

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OTA2/1218	EI	Her Majesty the Queen - Bannockbn Irrigation Soc. Inc.	50.00						\$20	\$70.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures: 

Subtotal (for this page)	\$70.00
Total for this dealing	\$70.00
Less Fees paid on Dealing # 6253986	\$50.00
Cash/Cheque enclosed for	\$20.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Appendix 20: Copy of easement 841092.3 in favour of Mt Difficulty Station Ltd, Richard John Anderson and the Trustees Executors and Agency Company of NZ Ltd, and 841092.4 in favour of Robert Mark Cotton

841092.3

Approved by the District Land Registrar of Otago as No. 1983/6

MEMORANDUM OF TRANSFER

TRANSFEROR/S:

(hereinafter called "the transferor/s")

TRANSFeree/S:

(hereinafter called "the transferee/s")

CONSIDERATION:

LAND:

Estate:

Area

Description

Reference in Register

Encumbrances Liens and Interests

TE 841092.3 Transfer an

Cpy - 01/01, Pgs - 011, 09/11/06, 10:10



DocID: 100450150

The transferor/s being registered as proprietor/s of the above described land subject to such encumbrances liens and interests as are herein set out in consideration of the sum hereinbefore referred to paid to the transferor/s by the transferee/s (the receipt of which sum is hereby acknowledged) hereby transfer/s to the transferee/s all the estate or interest of the transferor/s in the said land.

IN WITNESS WHEREOF this transfer has been executed this

day of _____ 19 .

SIGNED by the abovenamed)

as transferor/s in the presence of:)

Signature of Witness

Occupation

Address

L. & D. 46

LAND REGISTRY DISTRICT OF

Otago

WITHDRAWAL OF UNREGISTERED INSTRUMENT

No. of Instrument	Nature of Instrument	Names of Parties
833809	T/13 T/14 T/15	Mt Difficulty Ltd / RM Cotton RM Cotton / Mt Difficulty Ltd & R J Anderson R J Anderson & Co / RM Cotton

To the DISTRICT LAND REGISTRAR.

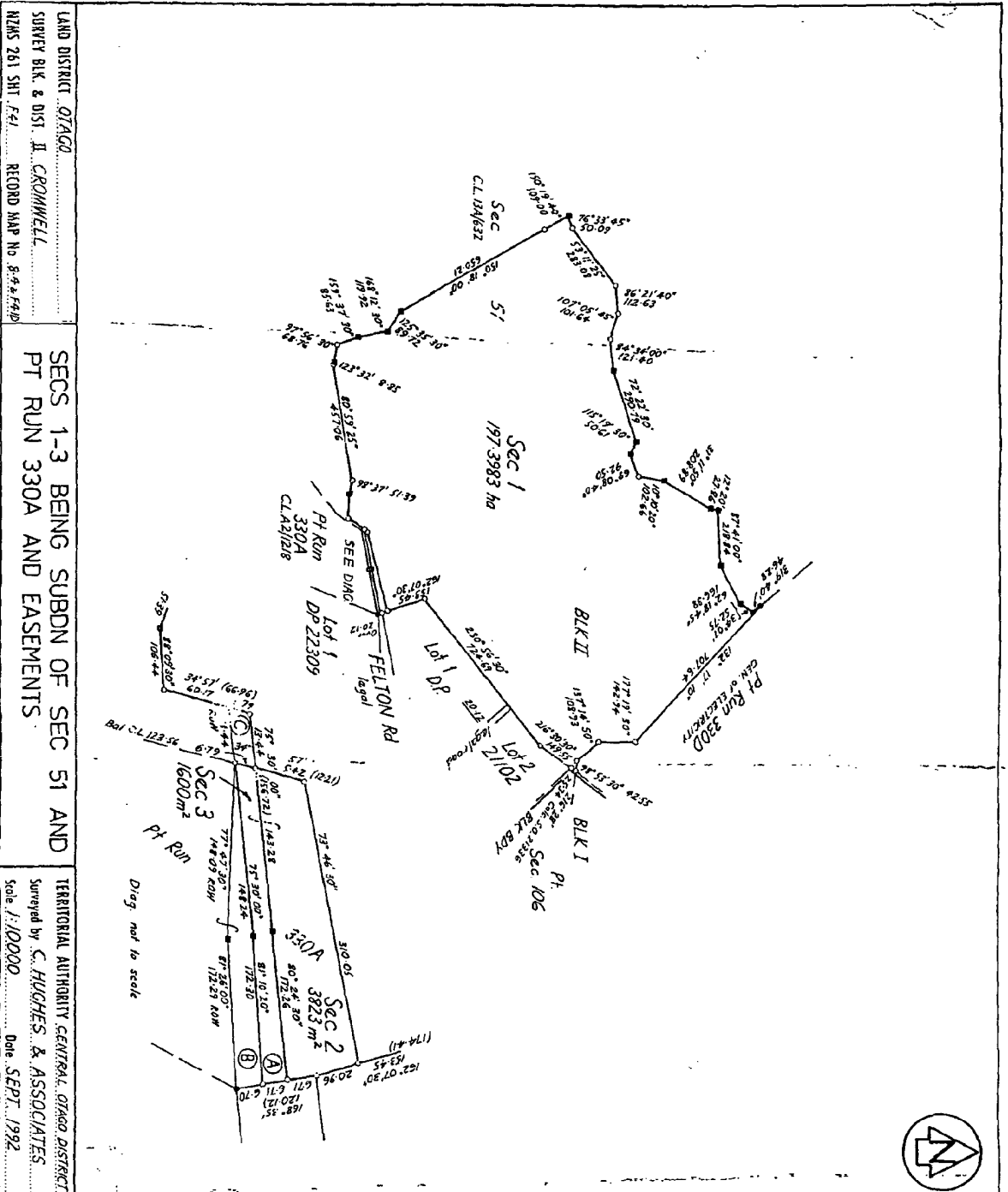
I hereby withdraw the above-mentioned instrument from registration.

Dated this 14 day of October, 19 93

R J Anderson

A2

A3



LAND DISTRICT OTAGO
 SURVEY BLK. & DIST. II CROMWELL
 NZMS 261 SH1 F41 RECORD MAP No B-4-F41D

SECS 1-3 BEING SUBDN OF SEC 51 AND
 PT RUN 330A AND EASEMENTS

TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT
 Surveyed by C. HUGHES & ASSOCIATES
 Scale 1:100000 Date SEPT. 1992

Showing Land I

OF A REGISTERED SURVEY PLAN APPROVED BY DISTRICT LAND AND RANGE DEPARTMENT, NEW ZEALAND

Scale 1:100000 Date SEPT. 1992

Approvals			
SIGNATURE	PERSON	FUNCTION	DATE
(A)	MANAGER OF DISTRICT	SEC 1-3 BEING SUBDN OF SEC 51 AND PT RUN 330A AND EASEMENTS	
(B)	MANAGER OF DISTRICT	SEC 1-3 BEING SUBDN OF SEC 51 AND PT RUN 330A AND EASEMENTS	
(C)	MANAGER OF DISTRICT	SEC 1-3 BEING SUBDN OF SEC 51 AND PT RUN 330A AND EASEMENTS	

Approved as to layout	<i>[Signature]</i>
Managing Consultant	<i>[Signature]</i>
Total Area 127,294.06 ha	
Compiled in C.L. 121/218 and 121/622 (Revised)	

1. C.M. 121/218, 121/622, 121/623, 121/624, 121/625, 121/626, 121/627, 121/628, 121/629, 121/630, 121/631, 121/632, 121/633, 121/634, 121/635, 121/636, 121/637, 121/638, 121/639, 121/640, 121/641, 121/642, 121/643, 121/644, 121/645, 121/646, 121/647, 121/648, 121/649, 121/650, 121/651, 121/652, 121/653, 121/654, 121/655, 121/656, 121/657, 121/658, 121/659, 121/660, 121/661, 121/662, 121/663, 121/664, 121/665, 121/666, 121/667, 121/668, 121/669, 121/670, 121/671, 121/672, 121/673, 121/674, 121/675, 121/676, 121/677, 121/678, 121/679, 121/680, 121/681, 121/682, 121/683, 121/684, 121/685, 121/686, 121/687, 121/688, 121/689, 121/690, 121/691, 121/692, 121/693, 121/694, 121/695, 121/696, 121/697, 121/698, 121/699, 121/700, 121/701, 121/702, 121/703, 121/704, 121/705, 121/706, 121/707, 121/708, 121/709, 121/710, 121/711, 121/712, 121/713, 121/714, 121/715, 121/716, 121/717, 121/718, 121/719, 121/720, 121/721, 121/722, 121/723, 121/724, 121/725, 121/726, 121/727, 121/728, 121/729, 121/730, 121/731, 121/732, 121/733, 121/734, 121/735, 121/736, 121/737, 121/738, 121/739, 121/740, 121/741, 121/742, 121/743, 121/744, 121/745, 121/746, 121/747, 121/748, 121/749, 121/750, 121/751, 121/752, 121/753, 121/754, 121/755, 121/756, 121/757, 121/758, 121/759, 121/760, 121/761, 121/762, 121/763, 121/764, 121/765, 121/766, 121/767, 121/768, 121/769, 121/770, 121/771, 121/772, 121/773, 121/774, 121/775, 121/776, 121/777, 121/778, 121/779, 121/780, 121/781, 121/782, 121/783, 121/784, 121/785, 121/786, 121/787, 121/788, 121/789, 121/790, 121/791, 121/792, 121/793, 121/794, 121/795, 121/796, 121/797, 121/798, 121/799, 121/800, 121/801, 121/802, 121/803, 121/804, 121/805, 121/806, 121/807, 121/808, 121/809, 121/810, 121/811, 121/812, 121/813, 121/814, 121/815, 121/816, 121/817, 121/818, 121/819, 121/820, 121/821, 121/822, 121/823, 121/824, 121/825, 121/826, 121/827, 121/828, 121/829, 121/830, 121/831, 121/832, 121/833, 121/834, 121/835, 121/836, 121/837, 121/838, 121/839, 121/840, 121/841, 121/842, 121/843, 121/844, 121/845, 121/846, 121/847, 121/848, 121/849, 121/850, 121/851, 121/852, 121/853, 121/854, 121/855, 121/856, 121/857, 121/858, 121/859, 121/860, 121/861, 121/862, 121/863, 121/864, 121/865, 121/866, 121/867, 121/868, 121/869, 121/870, 121/871, 121/872, 121/873, 121/874, 121/875, 121/876, 121/877, 121/878, 121/879, 121/880, 121/881, 121/882, 121/883, 121/884, 121/885, 121/886, 121/887, 121/888, 121/889, 121/890, 121/891, 121/892, 121/893, 121/894, 121/895, 121/896, 121/897, 121/898, 121/899, 121/900, 121/901, 121/902, 121/903, 121/904, 121/905, 121/906, 121/907, 121/908, 121/909, 121/910, 121/911, 121/912, 121/913, 121/914, 121/915, 121/916, 121/917, 121/918, 121/919, 121/920, 121/921, 121/922, 121/923, 121/924, 121/925, 121/926, 121/927, 121/928, 121/929, 121/930, 121/931, 121/932, 121/933, 121/934, 121/935, 121/936, 121/937, 121/938, 121/939, 121/940, 121/941, 121/942, 121/943, 121/944, 121/945, 121/946, 121/947, 121/948, 121/949, 121/950, 121/951, 121/952, 121/953, 121/954, 121/955, 121/956, 121/957, 121/958, 121/959, 121/960, 121/961, 121/962, 121/963, 121/964, 121/965, 121/966, 121/967, 121/968, 121/969, 121/970, 121/971, 121/972, 121/973, 121/974, 121/975, 121/976, 121/977, 121/978, 121/979, 121/980, 121/981, 121/982, 121/983, 121/984, 121/985, 121/986, 121/987, 121/988, 121/989, 121/990, 121/991, 121/992, 121/993, 121/994, 121/995, 121/996, 121/997, 121/998, 121/999, 121/1000.

A3

A2

Approved as to Survey
 Deposited this day of 19
 District Land Registrar
 SO 23831

CONSENT OF CAVEATOR TO A DEALING SUBJECT TO CAVEAT

IN THE MATTER of the Land
Transfer Act 1952

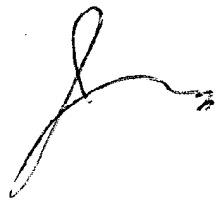
AND


IN THE MATTER of Caveat Number
819236 (Otago
Registry)

HER MAJESTY THE QUEEN the Caveator in whose name the
abovementioned Caveat is lodged against parts of the land
comprised in Pastoral Lease 13A/632 (Otago Registry)
HEREBY CONSENTS to the registration of a certain
Memorandum of Transfer creating a Right of Way from Robert
Mark Cotton to Mount Difficulty Station Limited, Richard
John Anderson and The Trustees Executors and Agency
Company of New Zealand Limited attached hereto BUT
SUBJECT AND WITHOUT PREJUDICE to the rights of the
Caveator protected by the said Caveat.

DATED this 22nd day of September 1993.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by the)
Regional Conservator)
Department of Conservation)
Dunedin pursuant to)
delegations given to him by)
the Director-General of)
Conservation and dated the)
19th day of March 1990 and)
the 17th day of March 1992)
in the presence of:)




Solomon
Purvis

Correct for the purposes of the Land Transfer Act



Solomon for the Caveator

DEPARTMENT OF
JUSTICE
NEW ZEALAND

CERTIFICATE OF INCORPORATION

of

TELECOM MOBILE COMMUNICATIONS LIMITED
(WN/409115)

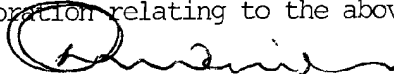
This is to certify that TELECOM CELLULAR LIMITED was incorporated under the Companies Act 1955 as a Private Company (limited by shares) on the 5th day of December 1988, and changed its name to TELECOM MOBILE COMMUNICATIONS LIMITED on the 1st day of April 1993.



Neville Harris

Neville Harris
Registrar of Companies

I hereby certify that this photocopy is a true copy of the original Certificate of Incorporation relating to the abovementioned change of name of the company.


A Solicitor of the High Court of New Zealand

CONSENT OF CAVEATOR TO A DEALING SUBJECT TO CAVEAT

IN THE MATTER of the Land
Transfer Act 1952

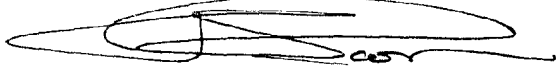

AND

IN THE MATTER of Caveat Number
820164 (Otago
Registry)

TELECOM MOBILE COMMUNICATIONS LIMITED (formerly known as
Telecom Cellular Limited) the Caveator in whose name the
abovementioned Caveat is lodged against the land comprised
in Certificate of Title 13A/632 (Otago Registry) HEREBY
CONSENTS to the registration of a certain Memorandum of
Transfer creating a Right of Way from Robert Mark Cotton
to Mount Difficulty Station Limited, Richard John Anderson
and The Trustees Executors and Agency Company of New
Zealand Limited attached hereto BUT SUBJECT AND WITHOUT
PREJUDICE to the rights of the Caveator protected by the
said Caveat.

DATED this 12th day of OCTOBER 1993.

THE COMMON SEAL of)
TELECOM MOBILE COMMUNICATIONS)
LIMITED)
was hereunto affixed)
in the presence of:)


.....

.....



Correct for the purposes of the Land Transfer Act

MEMORANDUM OF TRANSFER TO CREATE RIGHT OF WAY

WHEREAS ROBERT MARK COTTON of Lilburn Valley Farmer (hereinafter called "the Transferor") is registered as the proprietor of the land in the first schedule (hereafter called "the servient tenement")

AND WHEREAS MOUNT DIFFICULTY STATION LIMITED a duly incorporated company having its registered office at Dunedin and RICHARD JOHN ANDERSON of Bannockburn Farmer and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED having its registered office at Wellington (hereinafter called "the Transferees") are registered as the proprietors of the land mentioned in the second and third schedules respectively (hereinafter called "the dominant tenement")

NOW THEREFORE IN CONSIDERATION OF THE SUM OF 10¢ paid to the Transferor by the Transferees (the receipt of which sum is hereby acknowledged) the Transferor

DOES HEREBY TRANSFER AND GRANT to the said Transferees as appurtenant to the dominant tenement above described the full free and uninterrupted and unrestricted right liberty and privilege for the Transferees and the Transferees' servants tenants agents workmen licensees and invitees (in common with the Transferor and the Transferor's tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that portion of the servient tenement/^{*Section 3 SO 23831} ~~marked A~~ ~~marked B~~ ~~marked C~~ ~~marked D~~ ~~marked E~~ ~~marked F~~ ~~marked G~~ ~~marked H~~ ~~marked I~~ ~~marked J~~ ~~marked K~~ ~~marked L~~ ~~marked M~~ ~~marked N~~ ~~marked O~~ ~~marked P~~ ~~marked Q~~ ~~marked R~~ ~~marked S~~ ~~marked T~~ ~~marked U~~ ~~marked V~~ ~~marked W~~ ~~marked X~~ ~~marked Y~~ ~~marked Z~~ ~~marked AA~~ ~~marked AB~~ ~~marked AC~~ ~~marked AD~~ ~~marked AE~~ ~~marked AF~~ ~~marked AG~~ ~~marked AH~~ ~~marked AI~~ ~~marked AJ~~ ~~marked AK~~ ~~marked AL~~ ~~marked AM~~ ~~marked AN~~ ~~marked AO~~ ~~marked AP~~ ~~marked AQ~~ ~~marked AR~~ ~~marked AS~~ ~~marked AT~~ ~~marked AU~~ ~~marked AV~~ ~~marked AW~~ ~~marked AX~~ ~~marked AY~~ ~~marked AZ~~ ~~marked BA~~ ~~marked BB~~ ~~marked BC~~ ~~marked BD~~ ~~marked BE~~ ~~marked BF~~ ~~marked BG~~ ~~marked BH~~ ~~marked BI~~ ~~marked BJ~~ ~~marked BK~~ ~~marked BL~~ ~~marked BM~~ ~~marked BN~~ ~~marked BO~~ ~~marked BP~~ ~~marked BQ~~ ~~marked BR~~ ~~marked BS~~ ~~marked BT~~ ~~marked BU~~ ~~marked BV~~ ~~marked BW~~ ~~marked BX~~ ~~marked BY~~ ~~marked BZ~~ ~~marked CA~~ ~~marked CB~~ ~~marked CC~~ ~~marked CD~~ ~~marked CE~~ ~~marked CF~~ ~~marked CG~~ ~~marked CH~~ ~~marked CI~~ ~~marked CJ~~ ~~marked CK~~ ~~marked CL~~ ~~marked CM~~ ~~marked CN~~ ~~marked CO~~ ~~marked CP~~ ~~marked CQ~~ ~~marked CR~~ ~~marked CS~~ ~~marked CT~~ ~~marked CU~~ ~~marked CV~~ ~~marked CW~~ ~~marked CX~~ ~~marked CY~~ ~~marked CZ~~ ~~marked DA~~ ~~marked DB~~ ~~marked DC~~ ~~marked DD~~ ~~marked DE~~ ~~marked DF~~ ~~marked DG~~ ~~marked DH~~ ~~marked DI~~ ~~marked DJ~~ ~~marked DK~~ ~~marked DL~~ ~~marked DM~~ ~~marked DN~~ ~~marked DO~~ ~~marked DP~~ ~~marked DQ~~ ~~marked DR~~ ~~marked DS~~ ~~marked DT~~ ~~marked DU~~ ~~marked DV~~ ~~marked DW~~ ~~marked DX~~ ~~marked DY~~ ~~marked DZ~~ ~~marked EA~~ ~~marked EB~~ ~~marked EC~~ ~~marked ED~~ ~~marked EE~~ ~~marked EF~~ ~~marked EG~~ ~~marked EH~~ ~~marked EI~~ ~~marked EJ~~ ~~marked EK~~ ~~marked EL~~ ~~marked EM~~ ~~marked EN~~ ~~marked EO~~ ~~marked EP~~ ~~marked EQ~~ ~~marked ER~~ ~~marked ES~~ ~~marked ET~~ ~~marked EU~~ ~~marked EV~~ ~~marked EW~~ ~~marked EX~~ ~~marked EY~~ ~~marked EZ~~ ~~marked FA~~ ~~marked FB~~ ~~marked FC~~ ~~marked FD~~ ~~marked FE~~ ~~marked FF~~ ~~marked FG~~ ~~marked FH~~ ~~marked FI~~ ~~marked FJ~~ ~~marked FK~~ ~~marked FL~~ ~~marked FM~~ ~~marked FN~~ ~~marked FO~~ ~~marked FP~~ ~~marked FQ~~ ~~marked FR~~ ~~marked FS~~ ~~marked FT~~ ~~marked FU~~ ~~marked FV~~ ~~marked FW~~ ~~marked FX~~ ~~marked FY~~ ~~marked FZ~~ ~~marked GA~~ ~~marked GB~~ ~~marked GC~~ ~~marked GD~~ ~~marked GE~~ ~~marked GF~~ ~~marked GG~~ ~~marked GH~~ ~~marked GI~~ ~~marked GJ~~ ~~marked GK~~ ~~marked GL~~ ~~marked GM~~ ~~marked GN~~ ~~marked GO~~ ~~marked GP~~ ~~marked GQ~~ ~~marked GR~~ ~~marked GS~~ ~~marked GT~~ ~~marked GU~~ ~~marked GV~~ ~~marked GW~~ ~~marked GX~~ ~~marked GY~~ ~~marked GZ~~ ~~marked HA~~ ~~marked HB~~ ~~marked HC~~ ~~marked HD~~ ~~marked HE~~ ~~marked HF~~ ~~marked HG~~ ~~marked HH~~ ~~marked HI~~ ~~marked HJ~~ ~~marked HK~~ ~~marked HL~~ ~~marked HM~~ ~~marked HN~~ ~~marked HO~~ ~~marked HP~~ ~~marked HQ~~ ~~marked HR~~ ~~marked HS~~ ~~marked HT~~ ~~marked HU~~ ~~marked HV~~ ~~marked HW~~ ~~marked HX~~ ~~marked HY~~ ~~marked HZ~~ ~~marked IA~~ ~~marked IB~~ ~~marked IC~~ ~~marked ID~~ ~~marked IE~~ ~~marked IF~~ ~~marked IG~~ ~~marked IH~~ ~~marked II~~ ~~marked IJ~~ ~~marked IK~~ ~~marked IL~~ ~~marked IM~~ ~~marked IN~~ ~~marked IO~~ ~~marked IP~~ ~~marked IQ~~ ~~marked IR~~ ~~marked IS~~ ~~marked IT~~ ~~marked IU~~ ~~marked IV~~ ~~marked IW~~ ~~marked IX~~ ~~marked IY~~ ~~marked IZ~~ ~~marked JA~~ ~~marked JB~~ ~~marked JC~~ ~~marked JD~~ ~~marked JE~~ ~~marked JF~~ ~~marked JG~~ ~~marked JH~~ ~~marked JI~~ ~~marked JJ~~ ~~marked JK~~ ~~marked JL~~ ~~marked JM~~ ~~marked JN~~ ~~marked JO~~ ~~marked JP~~ ~~marked JQ~~ ~~marked JR~~ ~~marked JS~~ ~~marked JT~~ ~~marked JU~~ ~~marked JV~~ ~~marked JW~~ ~~marked JX~~ ~~marked JY~~ ~~marked JZ~~ ~~marked KA~~ ~~marked KB~~ ~~marked KC~~ ~~marked KD~~ ~~marked KE~~ ~~marked KF~~ ~~marked KG~~ ~~marked KH~~ ~~marked KI~~ ~~marked KJ~~ ~~marked KK~~ ~~marked KL~~ ~~marked KM~~ ~~marked KN~~ ~~marked KO~~ ~~marked KP~~ ~~marked KQ~~ ~~marked KR~~ ~~marked KS~~ ~~marked KT~~ ~~marked KU~~ ~~marked KV~~ ~~marked KW~~ ~~marked KX~~ ~~marked KY~~ ~~marked KZ~~ ~~marked LA~~ ~~marked LB~~ ~~marked LC~~ ~~marked LD~~ ~~marked LE~~ ~~marked LF~~ ~~marked LG~~ ~~marked LH~~ ~~marked LI~~ ~~marked LJ~~ ~~marked LK~~ ~~marked LL~~ ~~marked LM~~ ~~marked LN~~ ~~marked LO~~ ~~marked LP~~ ~~marked LQ~~ ~~marked LR~~ ~~marked LS~~ ~~marked LT~~ ~~marked LU~~ ~~marked LV~~ ~~marked LW~~ ~~marked LX~~ ~~marked LY~~ ~~marked LZ~~ ~~marked MA~~ ~~marked MB~~ ~~marked MC~~ ~~marked MD~~ ~~marked ME~~ ~~marked MF~~ ~~marked MG~~ ~~marked MH~~ ~~marked MI~~ ~~marked MJ~~ ~~marked MK~~ ~~marked ML~~ ~~marked MN~~ ~~marked MO~~ ~~marked MP~~ ~~marked MQ~~ ~~marked MR~~ ~~marked MS~~ ~~marked MT~~ ~~marked MU~~ ~~marked MV~~ ~~marked MW~~ ~~marked MX~~ ~~marked MY~~ ~~marked MZ~~ ~~marked NA~~ ~~marked NB~~ ~~marked NC~~ ~~marked ND~~ ~~marked NE~~ ~~marked NF~~ ~~marked NG~~ ~~marked NH~~ ~~marked NI~~ ~~marked NJ~~ ~~marked NK~~ ~~marked NL~~ ~~marked NM~~ ~~marked NN~~ ~~marked NO~~ ~~marked NP~~ ~~marked NQ~~ ~~marked NR~~ ~~marked NS~~ ~~marked NT~~ ~~marked NU~~ ~~marked NV~~ ~~marked NW~~ ~~marked NX~~ ~~marked NY~~ ~~marked NZ~~ ~~marked OA~~ ~~marked OB~~ ~~marked OC~~ ~~marked OD~~ ~~marked OE~~ ~~marked OF~~ ~~marked OG~~ ~~marked OH~~ ~~marked OI~~ ~~marked OJ~~ ~~marked OK~~ ~~marked OL~~ ~~marked OM~~ ~~marked ON~~ ~~marked OO~~ ~~marked OP~~ ~~marked OQ~~ ~~marked OR~~ ~~marked OS~~ ~~marked OT~~ ~~marked OU~~ ~~marked OV~~ ~~marked OW~~ ~~marked OX~~ ~~marked OY~~ ~~marked OZ~~ ~~marked PA~~ ~~marked PB~~ ~~marked PC~~ ~~marked PD~~ ~~marked PE~~ ~~marked PF~~ ~~marked PG~~ ~~marked PH~~ ~~marked PI~~ ~~marked PJ~~ ~~marked PK~~ ~~marked PL~~ ~~marked PM~~ ~~marked PN~~ ~~marked PO~~ ~~marked PP~~ ~~marked PQ~~ ~~marked PR~~ ~~marked PS~~ ~~marked PT~~ ~~marked PU~~ ~~marked PV~~ ~~marked PW~~ ~~marked PX~~ ~~marked PY~~ ~~marked PZ~~ ~~marked QA~~ ~~marked QB~~ ~~marked QC~~ ~~marked QD~~ ~~marked QE~~ ~~marked QF~~ ~~marked QG~~ ~~marked QH~~ ~~marked QI~~ ~~marked QJ~~ ~~marked QK~~ ~~marked QL~~ ~~marked QM~~ ~~marked QN~~ ~~marked QO~~ ~~marked QP~~ ~~marked QQ~~ ~~marked QR~~ ~~marked QS~~ ~~marked QT~~ ~~marked QU~~ ~~marked QV~~ ~~marked QW~~ ~~marked QX~~ ~~marked QY~~ ~~marked QZ~~ ~~marked RA~~ ~~marked RB~~ ~~marked RC~~ ~~marked RD~~ ~~marked RE~~ ~~marked RF~~ ~~marked RG~~ ~~marked RH~~ ~~marked RI~~ ~~marked RJ~~ ~~marked RK~~ ~~marked RL~~ ~~marked RM~~ ~~marked RN~~ ~~marked RO~~ ~~marked RP~~ ~~marked RQ~~ ~~marked RR~~ ~~marked RS~~ ~~marked RT~~ ~~marked RU~~ ~~marked RV~~ ~~marked RW~~ ~~marked RX~~ ~~marked RY~~ ~~marked RZ~~ ~~marked SA~~ ~~marked SB~~ ~~marked SC~~ ~~marked SD~~ ~~marked SE~~ ~~marked SF~~ ~~marked SG~~ ~~marked SH~~ ~~marked SI~~ ~~marked SJ~~ ~~marked SK~~ ~~marked SL~~ ~~marked SM~~ ~~marked SN~~ ~~marked SO~~ ~~marked SP~~ ~~marked SQ~~ ~~marked SR~~ ~~marked SS~~ ~~marked ST~~ ~~marked SU~~ ~~marked SV~~ ~~marked SW~~ ~~marked SX~~ ~~marked SY~~ ~~marked SZ~~ ~~marked TA~~ ~~marked TB~~ ~~marked TC~~ ~~marked TD~~ ~~marked TE~~ ~~marked TF~~ ~~marked TG~~ ~~marked TH~~ ~~marked TI~~ ~~marked TJ~~ ~~marked TK~~ ~~marked TL~~ ~~marked TM~~ ~~marked TN~~ ~~marked TO~~ ~~marked TP~~ ~~marked TQ~~ ~~marked TR~~ ~~marked TS~~ ~~marked TT~~ ~~marked TU~~ ~~marked TV~~ ~~marked TW~~ ~~marked TX~~ ~~marked TY~~ ~~marked TZ~~ ~~marked UA~~ ~~marked UB~~ ~~marked UC~~ ~~marked UD~~ ~~marked UE~~ ~~marked UF~~ ~~marked UG~~ ~~marked UH~~ ~~marked UI~~ ~~marked UJ~~ ~~marked UK~~ ~~marked UL~~ ~~marked UM~~ ~~marked UN~~ ~~marked UO~~ ~~marked UP~~ ~~marked UQ~~ ~~marked UR~~ ~~marked US~~ ~~marked UT~~ ~~marked UY~~ ~~marked UZ~~ ~~marked VA~~ ~~marked VB~~ ~~marked VC~~ ~~marked VD~~ ~~marked VE~~ ~~marked VF~~ ~~marked VG~~ ~~marked VH~~ ~~marked VI~~ ~~marked VJ~~ ~~marked VK~~ ~~marked VL~~ ~~marked VM~~ ~~marked VN~~ ~~marked VO~~ ~~marked VP~~ ~~marked VQ~~ ~~marked VR~~ ~~marked VS~~ ~~marked VT~~ ~~marked VU~~ ~~marked VV~~ ~~marked VW~~ ~~marked VX~~ ~~marked VY~~ ~~marked VZ~~ ~~marked WA~~ ~~marked WB~~ ~~marked WC~~ ~~marked WD~~ ~~marked WE~~ ~~marked WF~~ ~~marked WG~~ ~~marked WH~~ ~~marked WI~~ ~~marked WJ~~ ~~marked WK~~ ~~marked WL~~ ~~marked WM~~ ~~marked WN~~ ~~marked WO~~ ~~marked WP~~ ~~marked WQ~~ ~~marked WR~~ ~~marked WS~~ ~~marked WT~~ ~~marked WU~~ ~~marked WV~~ ~~marked WW~~ ~~marked WX~~ ~~marked WY~~ ~~marked WZ~~ ~~marked XA~~ ~~marked XB~~ ~~marked XC~~ ~~marked XD~~ ~~marked XE~~ ~~marked XF~~ ~~marked XG~~ ~~marked XH~~ ~~marked XI~~ ~~marked XJ~~ ~~marked XK~~ ~~marked XL~~ ~~marked XM~~ ~~marked XN~~ ~~marked XO~~ ~~marked XP~~ ~~marked XQ~~ ~~marked XR~~ ~~marked XS~~ ~~marked XT~~ ~~marked XU~~ ~~marked XV~~ ~~marked XW~~ ~~marked XX~~ ~~marked XY~~ ~~marked XZ~~ ~~marked YA~~ ~~marked YB~~ ~~marked YC~~ ~~marked YD~~ ~~marked YE~~ ~~marked YF~~ ~~marked YG~~ ~~marked YH~~ ~~marked YI~~ ~~marked YJ~~ ~~marked YK~~ ~~marked YL~~ ~~marked YM~~ ~~marked YN~~ ~~marked YO~~ ~~marked YP~~ ~~marked YQ~~ ~~marked YR~~ ~~marked YS~~ ~~marked YT~~ ~~marked YU~~ ~~marked YV~~ ~~marked YW~~ ~~marked YX~~ ~~marked YY~~ ~~marked YZ~~ ~~marked ZA~~ ~~marked ZB~~ ~~marked ZC~~ ~~marked ZD~~ ~~marked ZE~~ ~~marked ZF~~ ~~marked ZG~~ ~~marked ZH~~ ~~marked ZI~~ ~~marked ZJ~~ ~~marked ZK~~ ~~marked ZL~~ ~~marked ZM~~ ~~marked ZN~~ ~~marked ZO~~ ~~marked ZP~~ ~~marked ZQ~~ ~~marked ZR~~ ~~marked ZS~~ ~~marked ZT~~ ~~marked ZU~~ ~~marked ZV~~ ~~marked ZW~~ ~~marked ZX~~ ~~marked ZY~~ ~~marked ZZ~~

AND the costs of repair renewal and maintenance of the right of way easement hereby granted shall be borne by the parties hereto in the proportion that their individual use thereof bears to the total use of the right of way provided that if it can be shown that any repairs maintenance or renewal have or has been rendered necessary by the act or default of one of the parties hereto alone then that party responsible or in default shall bear the whole cost of such repairs maintenance or renewal.

ANY dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in the case that the parties cannot agree on the appointment of such an arbitrator then by two arbitrators one to be appointed by each party hereto and an umpire to be selected by such arbitrators and the reference of such dispute shall be a submission to

Handwritten signatures and initials:
JW
RJA
b

arbitration within the meaning of the Arbitration Act 1908 or any then subsisting statutory provisions relating to arbitration.

The Trustees Executors and Agency Company of New Zealand Limited has executed this memorandum of transfer as one of the trustees of the R J Anderson Family Trust and accordingly its liability shall be limited to the assets of the trust.

IN WITNESS WHEREOF these presents have been executed this 20th day of April 1993.

FIRST SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
5281.1156 ha	Part Section 51 Block II Cromwell Survey District and Section 3 SO 23831	13A/632 (balance)

SECOND SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
197.7806 ha	Sections 1 and 2 SO 23831	15B/2

THIRD SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
4813.5197 ha	Part Run 330A Cromwell and Nevis Survey Districts Subject to Caveats 819236, 820164 and 818313	A2/1218 (balance)

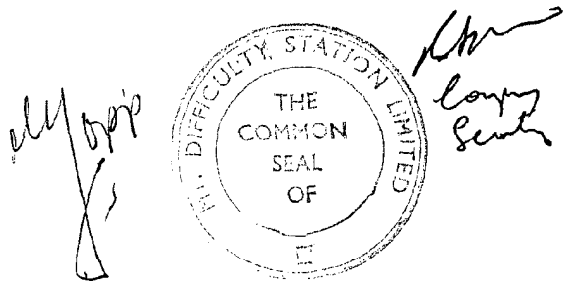
SIGNED by the said
ROBERT MARK COTTON
as Transferor in the
presence of:

)
) *Rm Cotton*
)
)

[Handwritten signatures]
Schink
Anderson

THE COMMON SEAL of)
MOUNT DIFFICULTY STATION)
LIMITED was hereunto affixed)
in the presence of:)

.....
.....



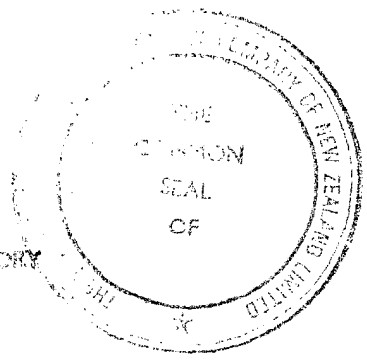
SIGNED by the said)
RICHARD JOHN ANDERSON)
in the presence of:)

R. J. Anderson
R. Clark to Cook
Alan Gibson Director

R. J. Anderson

THE COMMON SEAL of)
THE TRUSTEES EXECUTORS AND)
AGENCY COMPANY OF NEW ZEALAND)
LIMITED was hereunto affixed)
in the presence of:)

.....
.....
R. J. Anderson



CONSENT OF MORTGAGEES

RICHARD JOHN ANDERSON and WRIGHTSON FARMERS FINANCE LIMITED the Mortgagees of the servient tenement named and described in Memoranda of Mortgages Nos. 486368/4 and 749954/9 hereby consent to the within written Memorandum of Transfer and Grant of Right of Way.

DATED this *20th* day of *April* 1993

SIGNED by the said)
RICHARD JOHN ANDERSON)
in the presence of:)

R. J. Anderson
R. Clark to Cook
Alan Gibson Director

R. J. Anderson

The Common Seal of WRIGHTSON FARMERS FINANCE LIMITED was hereto affixed in the presence of

[Signature] Director
[Signature] Secretary



THE COMMON SEAL of)
WRIGHTSON FARMERS FINANCE)
LIMITED was hereunto affixed)
in the presence of:)

R M Cotton

.....
.....
[Signature]
[Signature]

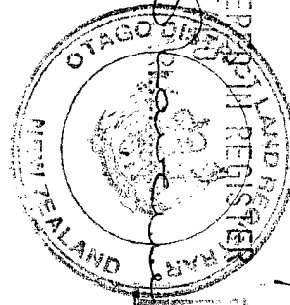
0862P

Correct for the purposes of The Land Transfer Act and certified that part 11A of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to this transaction.

R. M. Murray

Solicitors for the Transferee/s.

10.12 21.OCT93 841092/3
PARTICULARS ENTERED IN THE LAND REGISTER
A 2/12/18
13A/632
15B/8



TRANSFER

WITHDRAWN FROM
REGISTRATION 14/11/93
333809/14
REGISTERED IN REGISTER

FILE = 841092/3

A 2/12/18
13A/632
15B/8

RECALL FILE LABEL



F5000005147532



COOK ALLAN GIBSON
Solicitors,
Dunedin.

841092.4

Approved by the District Land Registrar of Otago as No. 1983/6

MEMORANDUM OF TRANSFER

TRANSFEROR/S:

(hereinafter called "the transferor/s")

TRANSFeree/S:

(hereinafter called "the transferee/s")

CONSIDERATION:

LAND:

Estate:

Area

Description

Reference in Register

Encumbrances/Liens and Interests

The transferor/s being registered as proprietor/s of the above described land subject to such encumbrances liens and interests as are herein set out in consideration of the sum hereinbefore referred to paid to the transferor/s by the transferee/s (the receipt of which sum is hereby acknowledged) hereby transfer/s to the transferee/s all the estate or interest of the transferor/s in the said land.

IN WITNESS WHEREOF this transfer has been executed this

day of 19 .

SIGNED by the abovenamed)
)
)
)
)
as transferor/s in the presence of:)

Signature of Witness
Occupation
Address

L. & D. 46

LAND REGISTRY DISTRICT OF Otago

WITHDRAWAL OF UNREGISTERED INSTRUMENT

No. of Instrument	Nature of Instrument	Names of Parties
833809	T/13 T/14 T/15	Mt Difficulty Ltd / RM Cotton RM Cotton / Mt Difficulty Ltd & RJA Anderson RJA Anderson + Arr / RM Cotton.

To the DISTRICT LAND REGISTRAR.

I hereby withdraw the above-mentioned instrument from registration.

Dated this 14 day of October, 19 93

[Signature]

CONSENT OF CAVEATOR TO A DEALING SUBJECT TO CAVEAT

IN THE MATTER of the Land
Transfer Act 1952


AND

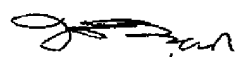
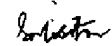
IN THE MATTER of Caveat Number
818313 (Otago
Registry)

HER MAJESTY THE QUEEN the Caveator in whose name the
abovementioned Caveat is lodged against parts of the land
comprised in Pastoral Lease A2/1218 (Otago Registry)
HEREBY CONSENTS to the registration of a certain
Memorandum of Transfer creating a Right of Way from
Richard John Anderson and The Trustees Executors and
Agency Company of New Zealand Limited to Robert Mark
Cotton attached hereto BUT SUBJECT AND WITHOUT PREJUDICE
to the rights of the Caveator protected by the said Caveat.

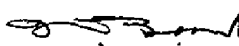
DATED this 23rd day of September 1993.

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN by the)
Regional Conservator)
Department of Conservation)
Dunedin pursuant to a)
delegations given to him by)
the Director-General of)
Conservation and dated ~~the~~)
~~19th day of March 1990 and~~)
the 17th day of March 1992)
in the presence of:)





Dunedin

Correct for the purposes of the Land Transfer Act


Robert Mark Cotton

MEMORANDUM OF TRANSFER TO CREATE RIGHT OF WAY

WHEREAS RICHARD JOHN ANDERSON of Bannockburn Farmer and THE TRUSTEES EXECUTORS AND AGENCY COMPANY OF NEW ZEALAND LIMITED at Wellington (hereinafter called "the Transferors") are registered as the proprietors as to the land in the first schedule (hereafter called "the servient tenement")

AND WHEREAS ROBERT MARK COTTON of Lilburn Valley Farmer (hereinafter called "the Transferee") is registered as the proprietor of the land mentioned in the second schedule (hereinafter called "the dominant tenement")

NOW THEREFORE IN CONSIDERATION OF THE SUM OF 10¢ paid to the Transferors by the Transferee (the receipt of which sum is hereby acknowledged) the Transferors

DOES HEREBY TRANSFER AND GRANT to the said Transferee as appurtenant to the dominant tenement above described the full free and uninterrupted and unrestricted right liberty and privilege for the Transferee and the Transferee's servants tenants agents workmen licensees and invitees (in common with the Transferors and the Transferors' tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that portion of the servient tenement marked B on SO Plan 23831

AND the costs of repair renewal and maintenance of the right of way easement hereby granted shall be borne by the parties hereto in the proportion that their individual use thereof bears to the total use of the right of way provided that if it can be shown that any repairs maintenance or renewal have or has been rendered necessary by the act or default of one of the parties hereto alone then that party responsible or in default shall bear the whole cost of such repairs maintenance or renewal.

ANY dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Memorandum shall be decided according to the decision of a single arbitrator or in the case that the parties cannot agree on the appointment of such an arbitrator then by two arbitrators one to be appointed by each party hereto and an umpire to be selected by such arbitrators and the reference of such dispute shall be a submission to

dy rga
p

arbitration within the meaning of the Arbitration Act 1908 or any then subsisting statutory provisions relating to arbitration.

IN WITNESS WHEREOF these presents have been executed this 20th day of April 1993.

FIRST SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
4813.5197 ha	Part Run 330A Cromwell and Nevis Survey Districts being the balance of land contained in Pastoral Lease 234	A2/1218 (balance)

SECOND SCHEDULE

<u>Area</u>	<u>Legal Description</u>	<u>Certificate of Title</u>
5281.1156 ha	Part Section 51 Block II Cromwell Survey District and Section 3 SO 23831 being the land contained in Pastoral Lease 353	13A/632 (balance)

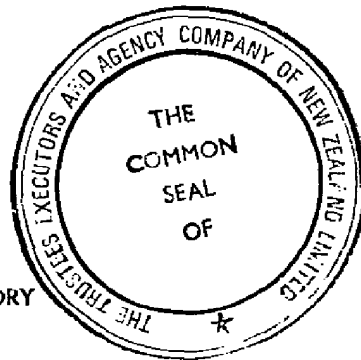
Subject to Caveats 819236, 820164 and 818313

SIGNED by the said)
RICHARD JOHN ANDERSON)
as Transferor in the)
presence of:)

R. J. Anderson

John Clark to look
Alison Gibson Daedon

THE COMMON SEAL of)
THE TRUSTEES EXECUTORS AND)
AGENCY COMPANY OF NEW ZEALAND)
LIMITED was hereunto affixed)
in the presence of:)



[Signature]
.....
AUTHORISED SIGNATORY

10

SIGNED by the said)
ROBERT MARK COTTON)
in the presence of:)

Rm Cotton

Witness
Occupation
Address

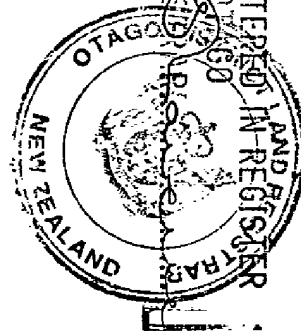
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

0863P

Correct for the purposes of The Land Transfer Act and certified that part 11A of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to this transaction.

Solicitors for the Transferee/s.

10.12 21.OCT193 841092
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY DUNEDIN
ASST. LAND REGISTRAR
A2/1218
13A/632



9.59 12.JUL.93 FROM 883809115
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY DUNEDIN
ASST. LAND REGISTRAR
A2/1218
13A/632

FILE = 841092/4

TRANSFER

COOK ALLAN GIBSON
Solicitors,
Dunedin.

Appendix 21: Copy of easement 910601.3 in favour of Telecom Mobile Communications Limited

910601.3

TE

MEMORANDUM OF TRANSFER AND GRANT
OF EASEMENTS IN GROSS

WHEREAS LAKE DISTRICT TRUST LIMITED a duly incorporated company having its registered office at Dunedin (hereinafter with its successors and assigns called "the Grantor") is registered as proprietor of an estate of leasehold under and by virtue of Pastoral Lease P353, subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of Otago containing 5281.1156 hectares more or less being the residue of Section 51 Block II Cromwell Survey District and Section 3 SO Plan 23831 as more particularly recorded in Pastoral Lease P353 ("the Pastoral Lease") which is recorded in the register book as Volume 13A Folio 632 (Otago Registry) ("the Servient Land") HAVING APPURTENANT THERETO the Right of Way created by Transfer 841092/4 BUT SUBJECT TO:

1. Compensation Certificates 592869, 598200 and 666444
2. Land Improvement Agreements 596515, 658007 and 831937
3. Notice 615380 under Section 18(1)(b) 1981.
4. Mining Licences 658721 and 710119
5. Caveat 819236
6. The Rights of Way created by Transfers 841092/1 and 841092/3
7. Mortgage

1013dc1 13:41:35 14/06/1996 0000058935
Self assessed duty ***.***.00

AND WHEREAS the Grantor has agreed to transfer and grant to TELECOM MOBILE COMMUNICATIONS LIMITED a duly incorporated company having its registered office at Wellington (hereinafter with its successors and assigns called "the Grantee") certain easements in gross as

-2-

specified herein over parts of the Servient Land with the rights and conditions hereinafter set forth

MS
POS

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and for the consideration hereinafter set forth the Grantor HEREBY TRANSFERS AND GRANTS to the Grantee the following easements in gross for ^{nineteen (19) years + 364 Days} ~~all time~~ from the 1st day of September 1992 upon and subject to the terms covenants and conditions hereinafter set forth:

- (a) An easement in gross for telecommunication purposes over that part of the Servient Land which is marked "A" on Deposited Plan 24052 (hereafter called "the Easement Land").
- (b) A right of way easement in gross over those parts of the Servient Land which are marked "B" and "E" on Deposited Plan 24052 (hereafter called "the Right of Way").
- (c) An easement in gross over that part of the Servient Land which consists of a three (3) metre wide strip of land centred on the line marked "F" on Deposited Plan 24052 for the conveyance of electricity to the Easement Land by means of overhead or underground lines (such strip of land being hereafter called "the Electricity Line Easement").

AND THE GRANTOR AND THE GRANTEE COVENANT AS FOLLOWS:

1.(a) THE Grantee will pay to the Grantor annually in advance the sum of ONE THOUSAND DOLLARS (\$1,000.00) as consideration for the grant of easements evidenced hereby. Such payment is inclusive of any Goods and Services Tax.



CERTIFICATE OF INCORPORATION

of

**TELECOM MOBILE COMMUNICATIONS LIMITED
(WN/409115)**

This is to certify that TELECOM CELLULAR LIMITED was incorporated under the Companies Act 1955 as a Private Company (limited by shares) on the 5th day of December 1988, and changed its name to TELECOM MOBILE COMMUNICATIONS LIMITED on the 1st day of April 1993.



Neville Harris

Neville Harris
Registrar of Companies

-3-

- (b) The first of the annual payments of \$1,000.00 referred to in paragraph (a) to be made following the date of this Transfer shall be made on the 16th day of March 1995 and thereafter such payments shall be made on the 16th day of March in each succeeding year unless the grant of easements herein contained shall have been terminated or surrendered.
- (c) The payments referred to in the preceding paragraph (b) shall be made to the Grantor or to such other person or persons who are for the time being registered as the lessee of the Easement Land and IT IS HEREBY DECLARED by the parties that in the event that the Easement Land is subdivided the said annual payment shall be apportioned between the respective registered lessees (if more than one) of each part of the Easement Land.
- (d) If the fee simple estate of the Easement Land or of any part thereof is acquired by the Grantor or by any other person from Her Majesty the Queen then the provisions hereinbefore contained shall apply to the registered proprietor or proprietors of such fee simple estate in lieu of applying to the registered lessee or lessees of that land as hereinbefore provided.
- (e) The Grantee shall, provided there are no moneys owing by it pursuant to this Clause, be entitled to surrender the easements hereby granted at any time by giving to the Grantor one (1) calendar month's notice in writing to that effect.

2. THE Grantee shall be entitled:

- (a) to erect from time to time in over and under the Easement Land a telecommunications tower and antenna

system and container building and earth mat and such other works (as hereinafter defined) as the Grantee considers are necessary or desirable for the purposes of this Easement.

(b) to lay and maintain an overhead or underground line or lines (as hereafter defined) along the Electricity Line Easement.

3. IN order to construct and maintain the efficiency of any of the aforesaid works the Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, its servants, agents, workmen and invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Servient Land and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the works or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the said land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the aforesaid operations is repaired.

4. THE Grantee will from time to time repair and make good all damage to fences, gates and erections upon the Servient Land directly caused by the Grantee carrying out any works in terms of Clause 3.

5. THE Grantor will not without the written permission of the Grantee:

-5-

- (i) grow or permit to be grown any trees, shrubs or bushes of any description or
- (ii) erect or permit to be erected any improvement or fences

on the Servient Land which will interfere with the rights granted by this Transfer and will not at any time hereafter do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this Transfer are interfered with or affected.

6. THE Grantor shall not be liable for any damage which may be caused to any of the works by stock or which may be caused otherwise than through the wilful act or default of the Grantor or the Grantor's servants, agents, or invitees.

7(a) THE Grantee shall be entitled to transfer or assign any rights hereby granted to Telecom Corporation of New Zealand Limited or to one or more of that company's subsidiary or related companies (within the meaning of the Companies Act 1955 or any enactment in amendment or substitution thereof) whether or not they are formed before or after the date of this Transfer, and the same rights to transfer or assign shall be available to any such company to whom those rights are transferred or assigned and the Grantee may also transfer or assign such rights to any other person or corporation subject to its obtaining the written consent of the Grantor which shall not be unreasonably or arbitrarily withheld.

(b) If the Servient Land is transferred or subdivided the Grantor will give written notice thereof to the Grantee forthwith upon the happening of such event

-6-

together with details of the address of any person who becomes or is to become the registered proprietor of the Servient Land or any part thereof.

8. THE Grantee will bear the full costs of the installation of its equipment and such legal and survey costs as are incurred in the preparation and execution of this Transfer, together with the reasonable legal costs of the Grantor relating to the perusal, execution and registration of this Transfer.

9. THE rights implied in easements of vehicular right of way as contained in the Ninth Schedule of the Property Law Act 1952 shall not apply to the grant of right of way created by this Transfer. The Grantor and the registered proprietor for the time being of the fee simple estate in the servient land ("the Lessor") shall be jointly and severally responsible for maintaining the existing track situated on the right of way easement to a standard that enables it to be used by four-wheel drive vehicles PROVIDED HOWEVER that the responsibility of the Lessor shall only arise after the fee simple estate in the Land has been transferred by Her Majesty the Queen to a third party.

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

11. ANY differences or disputes which may arise between the parties hereto touching or concerning this Transfer or any fact or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of this Transfer except as otherwise expressly provided shall be referred to the Arbitration in

New Zealand of a single arbitrator agreed upon by the parties or failing agreement, of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

12. IN this Instrument unless a contrary intention appears:

"telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunications;

"line or lines" means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunication or for the transmission of electricity and includes any pole, tower, mast, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing,

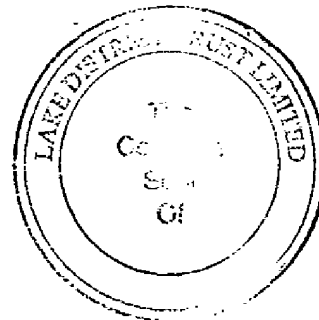
surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"works"

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

IN WITNESS WHEREOF these presents have been executed the 16th day of *May* 19*96*

THE COMMON SEAL of)
LAKE DISTRICT TRUST LIMITED)
was hereunto affixed)
in the presence of:)



[Handwritten signature] Director
..... Director

THE COMMON SEAL of)
TELECOM MOBILE COMMUNICATIONS)
LIMITED was hereunto affixed)
in the presence of:)



[Handwritten Signature] Director

[Handwritten Signature] Director

HER MAJESTY THE QUEEN the registered proprietor of the fee simple estate in all the land comprised and described in Certificate of Title 13A/632 HEREBY CONSENTS to the registration of the within written Memorandum of Transfer and grant of easements in gross, but without prejudice to her rights remedies and powers under the said lease.

~~SIGNED for and on behalf of)
HER MAJESTY THE QUEEN pursuant to)
a Deed lodged with the District)
Land Registrar as No.681189.2 by)
LAND CORPORATION LIMITED by its)
Attorney)
in the presence of:)~~

~~TRUST BANK OTAGO LIMITED the Mortgagee of the land comprised and described in Certificate of Title 13A/632 (Otago Registry) under and by virtue of Mortgage NO HEREBY CONSENTS to the registration of the~~

~~within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights remedies and powers under the said mortgage.~~

THE COMMON SEAL of)
TRUST BANK OTAGO LIMITED)
was hereunto affixed)
in the presence of:)

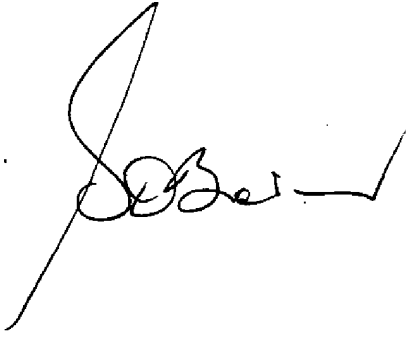
..... Director

~~..... Director~~

~~HER MAJESTY THE QUEEN~~ the Caveator under Caveat No 819236 (Otago Registry) registered against part of the balance of the land comprised in Pastoral Lease P353 recorded in Certificate of Title 13A/632 (Otago Registry) HEREBY CONSENTS to the registration of the within Memorandum of Transfer and Grant of Easements in Gross but without prejudice to her rights protected by the said Caveat.

SIGNED for and on behalf of Her Majesty)
the Queen by JEFFREY EDWARD CONNELL)
Regional Conservator Department of)
Conservation Dunedin pursuant to a)
delegation given to him by the Director-)
General of Conservation and dated the)
19th day of March 1990 in the)
~~presence of:~~)

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



Witness: Lynette Porter

Occupation: LYNETTE PORTER
TEAM MEMBER
NATIONAL OFFICE
DEPARTMENT OF SURVEY
Address: & LAND INFORMATION
WELLINGTON

TRUST BANK NEW ZEALAND LIMITED the Mortgagee on the land comprised and described in Certificate of Title 13A/632 (Otago Registry) under and by virtue of Mortgage No. 877634/8 **HEREBY CONSENTS** to the registration of the within Memorandum of Transfer and grant of easement in gross, but without prejudice to its rights remedies and powers under the said mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

Dated this 25 day of March 1996

EXECUTED by the Mortgagee
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: M.D. Milligan and Brett John Riley

Name:	Michael David Milligan	Brett John Riley
Office:	Document Execution Officer	Document Execution Officer
Address:	Christchurch	Christchurch

In the presence of:

Fiona Jean McClelland
Witness:

Correct for the purposes of
the Land Transfer Act 1952

Fiona Jean McClelland
Witness Name:

Bank Officer
Occupation:

P O Box 203
Christchurch
Address:

TRUST BANK NEW ZEALAND LIMITED

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

We, Michael David Milligan
and Brett John Riley
certify that:

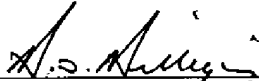
of Christchurch
of Christchurch

1. **By** a Deed of Attorney dated 28th November 1994 ("**Deed**"), we were appointed Attorneys of the Bank in respect of the matters specified in the Deed;
2. **COPIES** of that Deed are deposited in the Land and Deeds Registry Offices at:

Auckland	No	C689056.1	Hokitika	No	099935.1
Blenheim	No	177325.1	Invercargill	No	226696.2
Christchurch	No	A148053A/1	Napier	No	617281.1
Dunedin	No	871104/1	Nelson	No	344247.1
Gisborne	No	G200821.1	New Plymouth	No	416782.1
Hamilton	No	B243707.1	Wellington	No	B409023.1
3. **AT** the date hereof we are both Documentation Execution Officers, Trust Bank New Zealand Limited.
4. **AT** the date hereof we have not received any notice of the winding up of the Bank or other revocation of the Deed.

DATED this 25 day of March 1996

SIGNED:

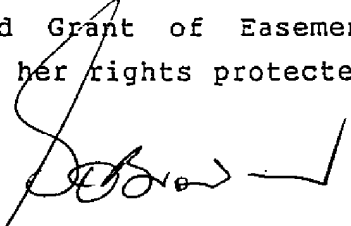


Michael David Milligan
Documentation Execution Officer



Brett John Riley
Documentation Execution Officer

HER MAJESTY THE QUEEN the Caveator under Caveat No 819236 (Otago Registry) registered against part of the balance of the land comprised in Pastoral Lease P353 recorded in Certificate of Title 13A/632 (Otago Registry) HEREBY CONSENTS to the registration of the within Memorandum of Transfer and Grant of Easements in Gross but without prejudice to her rights protected by the said Caveat.


SIGNED for and on behalf of Her Majesty)
the Queen by)

**S. D. BROWN
COMMISSIONER OF CROWN LANDS
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON**

MEMORANDUM OF TRANSFER AND GRANT
OF EASEMENTS IN GROSS

LAKE DISTRICT TRUST LIMITED

Grantor

TELECOM MOBILE COMMUNICATIONS LIMITED

Grantee

Correct for the purposes of the
Land Transfer Act

WPA Judd
.....
Solicitor for Grantee

12.52 24. JUN 96
PARTICULARS ENTERED IN THE
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

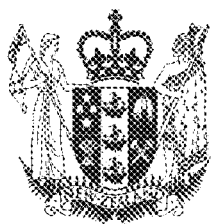
910601/3



McVEAGH FLEMING
SOLICITORS
AUCKLAND

⊗ 0633v

Appendix 22: Copy of Deed of Easement 5808886.1 in CIR 126969 in favour of Kwarau Station Limited



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier 126969
Land Registration District Otago
Date Registered 21 November 2003 09:00 am

Prior References

GN924201

Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 5808886.1
Area	453.0000 hectares more or less		
Legal Description	Section 2 Survey Office Plan 23940		
Purpose	Right of way marked A, B on DP 23181		

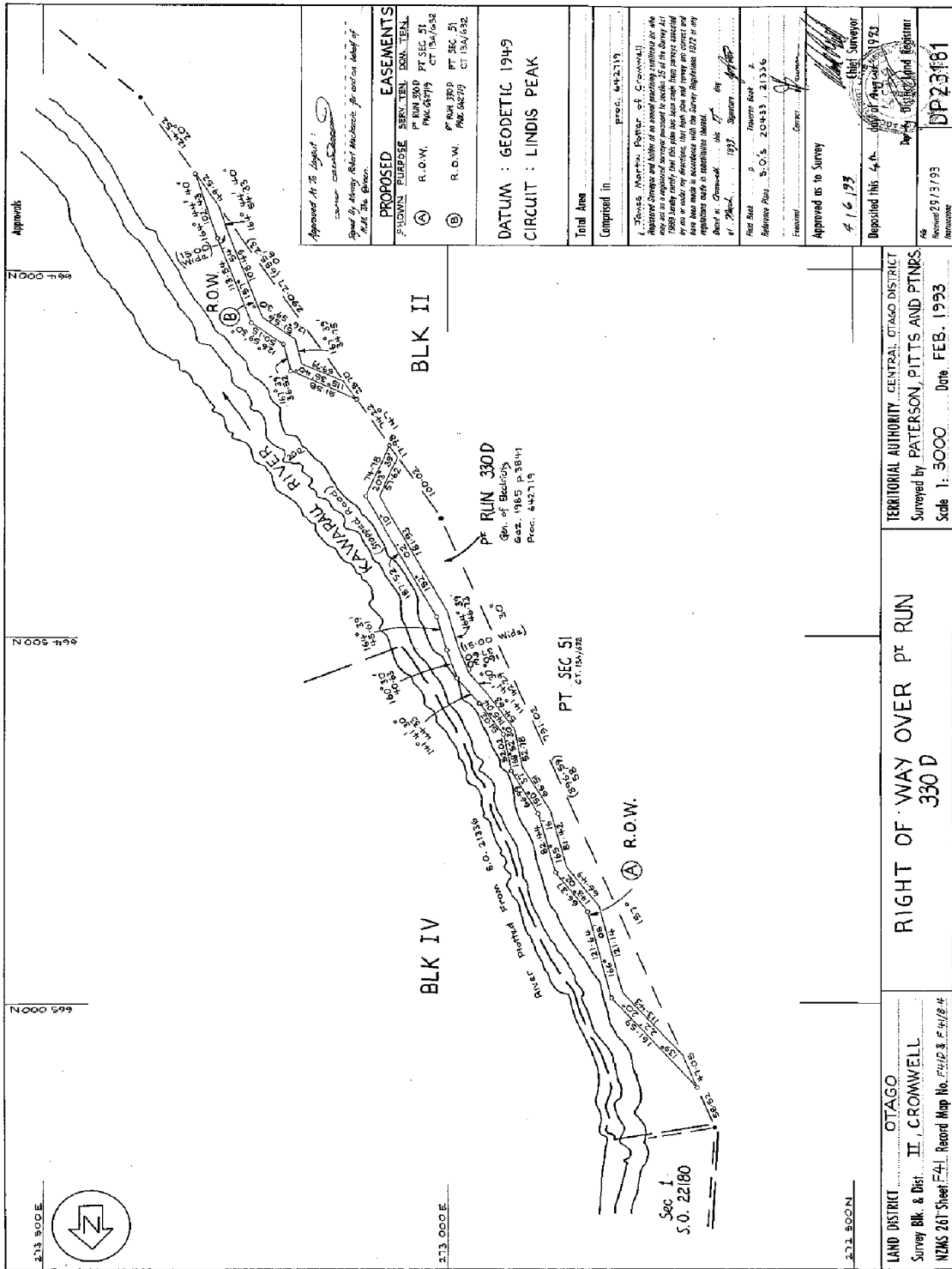
Proprietors

Her Majesty the Queen

Interests

Identifier

126969



A3

A3

A3

9603397



REC 5808886.1 Deed of Eas

Cpy - 01/01, Pgs - 034, 21/11/03, 08:04



DocID: 610063999

Dated 17th November 2003

DEED OF GRANT OF EASEMENT
(Pursuant to Section 60 of the Land Act 1948)

Grantor
HER MAJESTY THE QUEEN acting by and through
THE COMMISSIONER OF CROWN LANDS

Grantee
KAWARAU STATION LIMITED

DEED OF GRANT OF EASEMENT *J*

DATED

17th September of November 2007 *3*

PARTIES

1. HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS at Wellington ("the Grantor")

AND

2. KAWARAU STATION LIMITED hereinafter with successors and permitted assigns ("the Grantee")

BACKGROUND

- A. The Grantee wishes to obtain a right of way over the Grantor's land. *Rya. 8*
- B. The Grantor has agreed to grant to the Grantee an easement over the Easement Land part of the Grantor's Land on the terms and conditions set out in this Deed.
- C. The Easement is being granted to satisfy note C clause 3 of the Agreement dated 23 October 1986 between Mt Difficulty Station Limited and Grantor.
- D. The Grantor's Land is subject to the Operating Easement in favour of the Operating Easement Grantee and this Deed is granted subject to the Operating Easement and subject to the Grantee's compliance with the covenants in this Deed.
- E. The Operating Easement Grantee has consented to the grant of this Deed on the terms and conditions set out.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed (including the Schedules):

"Deed" means this deed and the background.

"Dominant Tenement" means the land owned by the Grantee situated in the Land District of Otago containing 5281.0881 hectares more or less being Pt Section 51 Block II Cromwell Survey District and being all the land comprised and described in Register Book Volume 13A folio 632 (Otago Registry).

"Easement Land" means that part of the Grantor's land shown as proposed right of way delineated as A and B on DP 23181 within which the Grantee may exercise the rights granted by this Deed.

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

"Grantor's Land" means Section 2 SO 23940.

"Operating Easement" means Operating Easement 18C/859 (Otago Land Registry).

Rya. 8

"Operating Easement Grantee" means the Grantee from time to time under the Operating Easement.

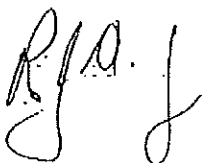
- 1.2 In the interpretation of this Deed unless the context otherwise requires:
- 1.2.1 the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
 - 1.2.2 references to any statute, regulation or other statutory instrument or bylaw shall be deemed 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, the following easement in relation to the Easement Land:
- 2.1.1 The right from time to time and at all times to enter, exit, pass and remain on, under or over such part of the Easement Land as is reasonable for the exercise of the rights granted under this Deed from time to time and at all times for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes and with domestic stock (when under the control of the Grantee) but subject to the limitations expressed in this Deed.
 - 2.1.2 The rights granted under this Deed to the Grantee are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.
 - 2.1.3 The easement rights granted under this Deed to the Grantee are subject to:
 - (a) the paramount rights of the Operating Easement Grantee under the Operating Easement; and
 - (b) the compliance by the Grantee with the obligations imposed on it under this Deed.

3. CONSIDERATION

- 3.1 In consideration of the grant of easement in this Deed:
- 3.1.1 The Grantee shall pay the Grantor a lump sum payment of \$1.00 plus GST if demanded.
 - 3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.



4. REGISTRATION

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

5. OBLIGATIONS OF THE GRANTEE

5.1 The Grantee shall when exercising its rights under this Easement:

5.1.1 Remain within the Easement Land.

5.1.2 Leave any gates as they were found.

5.1.3 Take all reasonable precautions for guarding against any danger (including but without limitation, fire, physical damage or transmission of disease or spread of contaminants), 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 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 is caused to the surface of the Easement Land and that the surface is restored as nearly as possible to its former condition prior to the Grantee's use pursuant to this Easement 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 Easement Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.

5.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor in its normal or reasonable use of the Easement Land.

5.3 The Grantee shall not at any time carry out on the Easement Land any activity which is not provided for under clause 2 of this Deed, or do any other thing which would affect the ability of the Grantor to use the Easement Land.

5.4 The Grantee covenants to ensure compliance at its own cost at all times with all statutes and regulations, ordinances and by-laws, and covenants to obtain all approvals, consents and authorisations at its own cost as are necessary for the Grantee to lawfully conduct the activities permitted by this Deed, including compliance by the Grantee's servants, employees and invitees entering upon the Easement Land from time to time.

5.5 The Grantee shall at all times use its best endeavours to keep the Easement Land clear of noxious weeds, pests, disease and contaminants resulting from the Grantee's exercise or attempted exercise of its rights under this Easement.

6. ACCESS TRACK

6.1 The Grantee shall maintain at its own expense the access track on the Easement Land to a standard sufficient for its use.

7. OPERATING EASEMENT

7.1 The Grantor and the Grantee acknowledge and agree that the Grantee's rights contained in this Deed are subject to the provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement.

The provisions of the Operating Easement and the Operating Easement Grantee's rights under the Operating Easement shall have priority to this Deed and the rights granted under it.

7.2 The Grantee covenants that when it exercises its rights under this Deed it shall do so at all times in a manner so as not to obstruct or hamper the Operating Easement Grantee or the agents, employees and contractors of the Operating Easement Grantee in the exercise of the Operating Easement Grantee's rights under the Operating Easement.

7.3 The Grantee shall not carry out on the Easement Land any activity or do any other thing which may affect the ability of the Operating Easement Grantee to exercise the Operating Easement Grantee's rights under the Operating Easement.

7.4 The Grantee shall at all times comply with the covenants of the Grantor under the Operating Easement, so far as those covenants relate to the Easement Land, as if those covenants were set out in this Deed.

7.5 The Grantee covenants not to exercise or permit the exercise of the Grantee's rights under this Deed or to do anything so as to:

- (a) cause the Grantor to breach its obligations under the annexed Deed of Consent, the Operating Easement or any statutory or consent requirement, or
- (b) cause the Operating Easement Grantee to breach its obligations under the Operating Easement, or any statutory or consent requirement.

7.6 The Grantee shall indemnify the Operating Easement Grantee against any loss, loss of expected benefits of the Operating Easement, claim, damage or expense suffered by the Operating Easement Grantee resulting from any breach of the Grantee's obligations under this Deed.

8. COSTS

8.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs) in relation to the enforcement of any provisions of this Deed.

8.2 The Grantor shall be solely responsible for the registration (if any) of this Deed and any associated costs.

9. NO GRANTOR WARRANTY

9.1 The Grantee acknowledges that it has entered into this Deed in reliance upon its own judgement and not in reliance upon any representations or warranties made by or on behalf of the Grantor as to the suitability of the Easement Land for any purpose or otherwise.

J
RJA

10. GRANTEE INDEMNITY

- 10.1 The Grantee shall indemnify the Grantor against any loss, claim, damage, expense or liability suffered by the Grantor resulting from any breach of the Grantee's obligations under this Deed.
- 10.2 The Grantee acknowledges that this Deed is granted on the basis that the Grantee and any of its invitees when they enter and/or use the Easement Land by virtue of this Easement, do so strictly at their own risk AND the Grantee shall indemnify the Grantor from and against any action or claim made by any person it permits to enter into and upon the Easement Land.

11. GRANTOR'S LIABILITY EXCLUDED

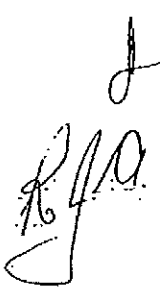
- 11.1 Under no circumstances will the Grantee seek to claim against the Grantor or the Operating Easement Grantee in contract, tort, or otherwise for any expense, costs, loss, injury, or damage whether consequential or otherwise, arising directly or indirectly from this Deed or any activity undertaken by the Grantor or the Operating Easement Grantee on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise, or results from the exercise by the Operating Easement Grantee of its rights under the Operating Easement.

12. TERMINATION

- 12.1 The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 14 days or such other time provided the parties agree.
- 12.2 if the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 12.3 Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to clause 12.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination, AND the Grantee shall forthwith at its cost decommission and remove all fixtures and works placed by it upon the Easement Land and reinstate the Easement Land.
- 12.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

13. DISPUTES

- 13.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Grantor's Land is situated. Such



arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the Second Schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

14. NOTICES

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

The Grantor's Address:

Chief Executive
Land Information New Zealand
P O Box 5501
WELLINGTON

Attention: Crown Property Management

The Grantee's Address:

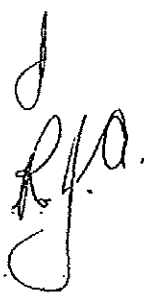
Kawarau Station Limited
C/O Level 1
69 Taret Street
ALEXANDRA

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

15. SEVERABILITY

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

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



SIGNED for and on behalf of
HER MAJESTY THE QUEEN
by PAUL JACKSON pursuant to a
delegation from the Commissioner of
Crown Lands in the presence of:



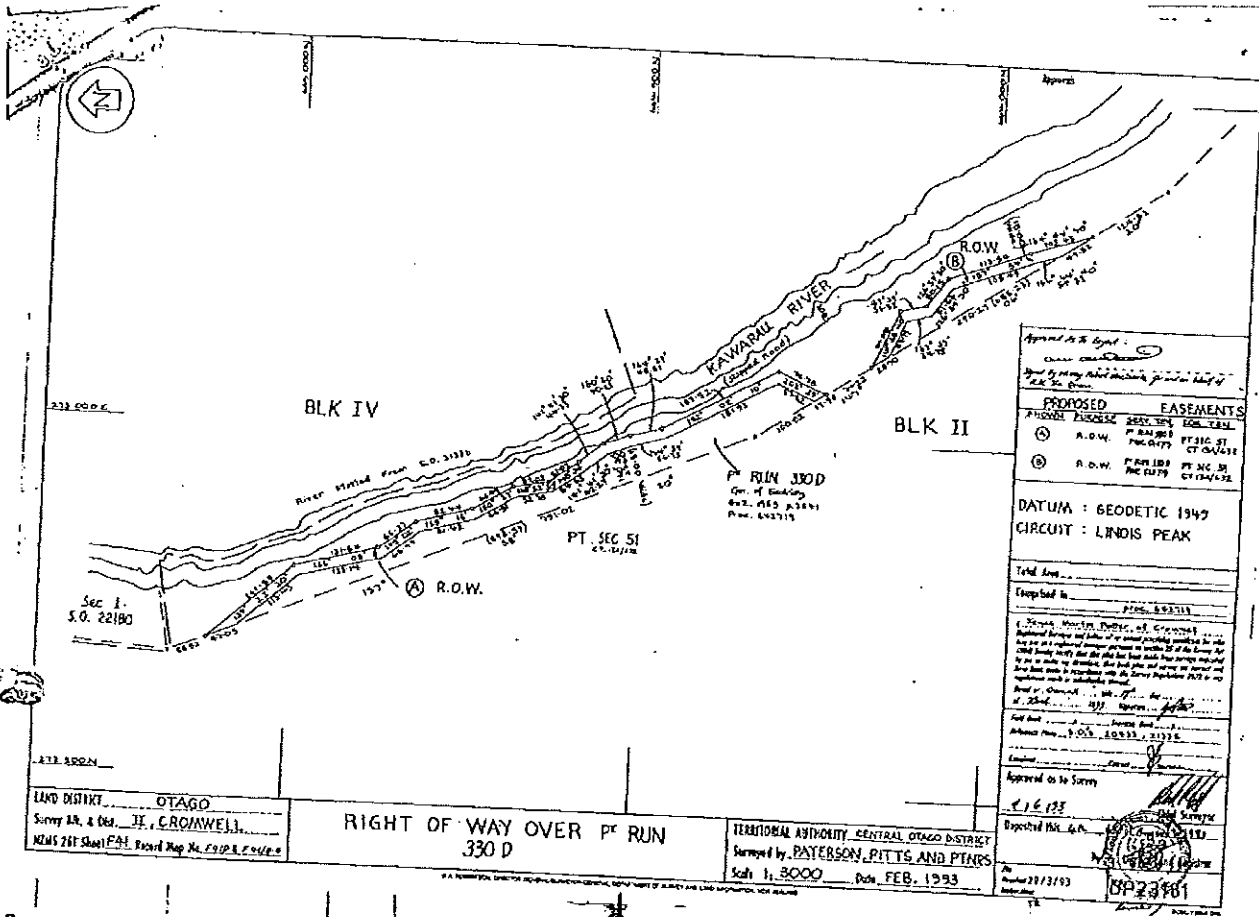
L. R. Williams
Portfolio Manager
Land Information New Zealand
Wellington.

KAWARAU STATION LIMITED by:

[Signature]
Director
[Signature]
Alexandro
Director

[Signature] "Director"
Signature

[Signature]



Approved as to layout:

Proposed Easements:

PROPOSED	EASEMENTS
① A.D.W. P. 241 980 P. 241 980 P. 241 980	PT 316 ST CT 04/438
② A.D.W. P. 241 980 P. 241 980 P. 241 980	PT 316 ST CT 04/438

DATUM : GEODETIC 1942
CIRCUIT : LINDS PEAK

Total Area: _____
Occupied by: _____

Approved as to Survey: _____
Date: FEB. 1993

Surveyors: PATERSON, PITTS AND PINES

R.P.O.
C
J

COPY OF OPERATING EASEMENT



Entered in the Register Book
as Volume 18C folio 959
this 11th day of January 1999
at 3:30'clock

For District Land Register



DEED OF GRANT OF EASEMENT

(Pursuant to Section 60 Land Act 1948)

**RIGHTS TO STORE AND RELEASE WATER, TO TAKE AND DISCHARGE
WATER, AND TO TAKE AND DISCHARGE GEOTHERMAL FLUID**

THIS DEED made this 11th day of December 1998

BETWEEN HER MAJESTY THE QUEEN acting by and through
the Commissioner of Crown Lands appointed under
Section 12A(1) of the Survey Act 1986 (hereinafter with
Her successors and assigns referred to as "the Grantor").

AND CONTACT ENERGY LIMITED (with its successors,
assigns and subsidiaries together with its servants, agents,
workers, tenants, licensees, invitees, employees, engineers,
surveyors and contractors referred to as "the Grantee").

A. THE Grantor is the owner pursuant to the Land Act 1948 of that parcel of land
described as all that land situated in Otago Land District, comprising :

- (a) Sections 1-11 (inclusive) on S.O. Plan 23940; and
- (b) Sections 1 and 2 being Part Sections 32, 33 and 38 on S.O. Plan 23981.

("the Easement Land").

LAKE DUNSTON

- B. THE Ministers of Finance and State Owned Enterprises and ECNZ by a Deed of Operating Easement dated 16 April 1993 agreed inter alia that the beds of lakes and rivers would not be transferred to the Grantee and that to enable the Grantee to carry out the electricity generation business operated by it from time to time certain operating easements would be granted.
- C. THE Grantee is desirous of an easement to Store Water from time to time over parts of the Easement Land.
- D. THE Commissioner of Crown Lands has agreed pursuant to Section 60 of the Land Act 1948 to the grant of a Right to Store Water from time to time on or about the Easement Land together with the ancillary rights attaching thereto upon the terms and conditions contained in this Deed.
- E. By Deed dated 31 March 1988 "the Crown Sale Deed" the Crown acting by and through the Ministers of Finance and State Owned Enterprises sold to the Electricity Corporation of New Zealand Limited ("ECNZ") certain assets hitherto owned by the Crown and used for the generation and supply of electricity "the Specified Assets".
- F. The Specified Assets include certain land assets of the Crown as at 31 June 1988 held for the purposes of present and future electricity generation or supply (whether formally set apart under the Public Works Act 1981 or not) and include land related rights as are reasonably required to operate the relevant business sold, in order to better assure the giving full force and effect to the Crown Sale Deed.
- G. Pursuant to an agreement for sale and purchase dated 30 November 1995 ECNZ sold some of the Specified Assets to the Grantee.



- H. Pursuant to a Deed of Assumption and Release between the Crown, ECNZ and the Grantee dated 16 January 1996, the Crown and ECNZ agreed that the Grantee is entitled under the Crown Sale Deed "to the benefit of, and to exercise, all of the rights, powers and privileges of ECNZ under the Crown Sale Deed to the extent that those rights, powers and privileges relate or apply to the Specified Assets as if the Grantee was ECNZ and a party to the Crown Sale Deed."
- I. Certain geothermal power stations are included in the Specified Assets sold to the Grantee. The operation of these geothermal power stations involves the taking and discharge of water and the taking and discharge of geothermal fluid. Where relevant, easements to permit these activities, to the extent that these easements are within the power of the Crown to grant, are necessary for the Grantee to operate its business.
- J. The Commissioner of Crown Lands has agreed pursuant to Section 60 of the Land Act 1948 to the grant of a Right to Take and Discharge Water and the right to Take and Discharge Geothermal Fluid, subject to and together with the ancillary provisions attaching to each such right upon the terms and conditions contained in this Deed.

IT IS AGREED that pursuant to the premises contained in this Deed, the Grantor, pursuant to Section 60 of the Land Act 1948 TRANSFERS CONVEYS AND GRANTS to the Grantee as an easement in gross:

FIRSTLY the full and free right and liberty to store water from time to time on or about the Easement Land, the right to carry out works and/or maintain the Easement Land in such a manner to store water, and when required by the Grantee to release from time to time that water in such quantities as it shall determine, and

SECONDLY the full and free right and liberty to install and operate Electricity Water Works from time to time upon, over, under or about the Easement Land and via those Electricity Water Works take in such quantities as the Grantee shall determine any water from time to time situated upon, under or about the Easement Land and also via any of those Electricity Water Works discharge water, in such quantities as the Grantee shall determine, either to the Easement Land or other lands, and



THIRDLY the full and free right and liberty to install and operate Geothermal Electricity Works from time to time upon, over, under or about the Easement Land and via those Geothermal Electricity Works or via Geothermal Electricity Works from time to time upon, over, under or about other lands withdraw in such quantities as the Grantee shall determine geothermal fluid from time to time situated upon, under or about the Easement Land and thereby cause subsidence to the Easement Land; and also via any of those Geothermal Electricity Works discharge and/or re-inject geothermal fluid, in such quantities as the Grantee may determine, to the Easement Land or other lands,

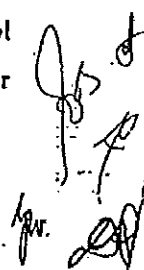
All of the above rights shall be subject to the terms and conditions contained in this Deed as follows:

1. Water Storage

The water may be stored and retained on or about the easement Land up to the operating levels determined from time to time by the Grantee in its sole discretion for the dams or structures from time to time on or adjacent to the Easement Land or situated elsewhere but in respect of which the Grantee is exercising its rights under this easement ("the Dams or Structures"). In the event of unusually heavy rainfall or unusually heavy inflow of water which impacts on the water levels on or about the Easement Land or any other cause beyond the reasonable control of the Grantee then the Grantee may store and retain water on or about the Easement Land up to the designed flood level of the Dams or Structures. If lawfully directed or requested so to do by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the storage of water may be beyond the designed flood level.

2. Discharge of Water

Where the Easement Land or any part of it forms a waterway or a water course or water catchment, the Grantee shall have the right to from time to time discharge water thereto. If lawfully directed or requested to do so by a civil defence authority or if required in any other case beyond the reasonable control of the Grantee then the discharge of water to that waterway, water course, water



catchment or to the Easement Land may be made beyond the levels authorised by the relevant resource consents, or other statutory or regulatory consents or approvals held by the Grantee from time to time.

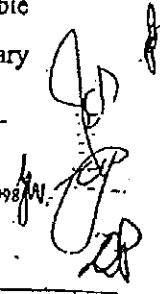
3. Right to Carry out Works

The Grantee's right to install and operate Electricity Water Works and/or Geothermal Electricity Works under this Deed of Grant of Easement includes without limitation, the right to inspect, monitor, test, investigate, install, construct, lay, use, maintain, renovate, renew, repair, replace, upgrade, alter, demolish or remove Electricity Water Works and/or Geothermal Electricity Works and to do any works incidental thereto. All Electricity Water Works and/or Geothermal Electricity Works existing as at the date of this Deed on or about the Easement Land shall be deemed installed with the Grantor's consent. Except for maintenance, replacement and/or reasonable alteration or upgrade of such existing works, the Grantor shall not undertake the installation of any new Electricity Water Works and/or Geothermal Electricity Works, upon, over, under or about the Easement Land, without first having obtained the consent of the Grantor.

4. Right of Access

The Grantee shall at all times have the right of access over, upon and through the Easement Land, either to and from any land of the Grantee contained therein or adjacent thereto, or to and from other land, for the purpose of carrying on its electricity generation business from time to time and shall at all times have the right of access to and from any part of the Easement Land for the purpose of exercising any of the powers granted hereunder at any time and with or without vehicles, plant and equipment provided that:

- (a) except in the case of emergency or in accordance with clause 14 herein, no such rights shall be exercised without the consent of the Grantor; and
- (b) in exercising such access rights the Grantee shall use reasonable endeavours to so far as practicable minimise and avoid any unnecessary damage to the servient land and disturbance to any occupier.

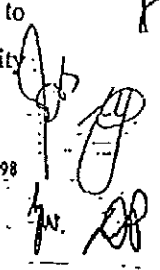


5. Installation of Equipment

The Grantee may from time to time if it sees fit install and maintain booms and other floating equipment on any lake or reservoir on the Easement Land used for the storage of water and shall have the right to anchor such equipment on the Easement Land. The Grantee may if it sees fit from time to time install and maintain monitoring and measuring equipment and structures, safety devices and similar equipment on, over, under or about the Easement Land. All the abovementioned devices, equipment and structures existing at the Date of this Deed shall be deemed to be installed with the Grantor's consent. Except in the case of emergency, or due compliance with statutory, regulatory, or Resource Consent requirement(s), the installation of such devices and equipment shall not be undertaken without the Grantee first having obtained the consent of the Grantor.

6. Erosion Works

The Grantee may from time to time undertake works and/or carry out planting of vegetation on or about the Easement Land with a view to limiting or minimising erosion, land slippage or landslides. The Grantee at the request of the Grantor shall use reasonable endeavours when carrying out such works and plantings to so far as practicable carry out the same in keeping with the character of the Easement Land and the Grantee shall use reasonable endeavours to reduce erosion, land slippage and landslides on the Easement Land by available practical and economic means as determined by the Grantee in its reasonable opinion PROVIDED THAT nothing in this clause shall be taken to restrict or hinder the Grantee from raising or lowering the level of the water situated from time to time on or about the Easement Land during the course of carrying on from time to time the Grantee's electricity generation business. The Grantee may from time to time remove from any water on or about the Easement Land or remove from any part of the Easement Land and/or redistribute or relocate, whether on the Easement Land or elsewhere, any sediment or other material or any vegetation which in the opinion of the Grantee is impeding or likely to impede the efficient generation of electricity or the efficiency of the Electricity



Water Works or Geothermal Electricity Works, or to cause danger, injury or damage to persons or property. In all such cases work carried out under this clause shall (except in the case of an emergency or due compliance with statutory, regulatory or Resource Consent requirements) first have the consent of the Grantor.

7. Works Subject to Grantor's Consent

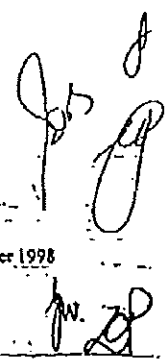
The Grantee may from time to time erect structures and do works on the Easement Land for the purpose of the exercise of any of the Grantee's rights under this Deed PROVIDED THAT this right shall not be exercised without the consent of the Grantor. All structures and works existing at the Date of this Deed shall be deemed to have been erected with the Grantor's consent.

8. Deposit of Sediment

The Grantee may from time to time deposit sediment or other material on or about the Easement Land PROVIDED THAT where the appearance or use of the Easement Land is or may be thereby adversely affected, as agreed by both parties in consultation with each other, the Grantee shall carry out reasonable landscaping of the affected area in a manner approved by the Grantor.

9. Storage of Goods or Materials

The Grantee may from time to time store goods and materials of all kinds on or about the Easement Land PROVIDED THAT this right shall not be exercised without the consent of the Grantor. Where a permanent right to store goods or materials on the Easement Land has been granted the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition. All goods and materials stored on or about the Easement Land at the Date of this Deed shall be deemed to have been stored with the Grantor's consent.



10. On Water Operations

The Grantee shall at all times for the purpose of exercising any of the rights granted under this Deed have the right to operate upon any area of water on the Easement Land, any vessel, plant or equipment and in connection therewith from time to time to establish and maintain jetties, wharves, landing places and slipways PROVIDED THAT no such jetties, wharves, landing places and slipways shall be established after the Date of this Deed without the consent of the Grantor. All jetties, wharves, landing places and slipways existing at the date of this Deed shall be deemed to have been established with the Grantor's consent.

11. Emergency and Public Safety

The Grantee may from time to time, if it considers that there is an emergency situation involving public safety or the security of electricity generation, temporarily exclude entry by any persons to all or any parts of the Easement Land. In cases where there is no emergency the Grantee may also with the Grantor's prior approval temporarily or permanently and/or from time to time exclude persons from all or any parts of the Easement land. Where entry is excluded the Grantor will not authorise or permit entry thereon except for the purpose of inspecting the condition of the Easement Land or doing any act required to be done by it under this Deed, and in such cases after having given reasonable prior notice to the Grantee. Where permanent exclusion of third parties is warranted, the Grantee shall purchase the land concerned at its then current market value to be determined in accordance with clause 24 hereof together with reasonable costs of raising title and transferring the land concerned and the Grantee and Grantor shall use their best endeavours to give effect to any such arrangement with all due expedition.

12. Right to Erect Warning Notices

The Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect signs and notices warning of any danger.

13. **Incidental Rights**

The Grantee shall have the right from time to time to do all such acts and things as are reasonably necessary for the better enjoyment of the rights granted by this Deed of Grant of Easement or consequential thereto.

14. **Grantor Consent**

In all cases where the consent or approval of the Grantor is required under this Deed such consent or approval shall be deemed granted for the day to day or other activities of the Grantee properly and reasonably required for the carrying on of its electricity generation business or interests from time to time and in the event that the consent or approval is not deemed granted, such consent or approval shall not be unreasonably withheld or granted upon unreasonable conditions, or granted subject to the payment of money or other consideration.

15. **Statutory Compliance**

It shall be the responsibility of the Grantee to obtain and comply with all statutory and regulatory consents required from time to time to exercise its rights under this Deed. The Grantee shall be entitled from time to time to apply for any resource consents and any other statutory or regulatory consents required for the purpose of the exercise of any of the Grantee's rights under this Deed in the same manner as if it were the registered proprietor of the Easement Land. The Grantee shall at or before the time of making the relevant application forward a copy to the Grantor. The Grantor shall in order to in good faith give full and proper effect to the Grantee's easement rights granted in this document, provide upon written request from the Grantee, at the reasonable cost of the Grantee, a reasonable degree of support, co-operation and/or assistance (including written submissions in support) in respect of such application(s) and shall not do anything whereby the ability for the Grantee to obtain and comply with any such required consents shall be frustrated, hindered or interfered with.

16. **Removal of Structures**

All structures, plant and equipment made or installed by the Grantee on the Easement Land may at any time be removed by it PROVIDED THAT any

[Handwritten signatures and initials]

substantial damage caused by such removal shall immediately be remedied by the Grantee at its cost.

17. Grantee not to Disrupt Grantor's Business

The Grantee shall use all reasonable endeavours to cause as little disturbance and disruption to the carrying on of the normal business operations (if any) of the Grantor although the Grantor accepts that this provision shall not prevent, restrict or hinder the carrying out the Grantee's electricity generation business or interests in a normal manner consistent with the rights granted to it in this Deed.

18. Fencing

The Grantee shall not be required to fence any of the Easement Land, unless it is required as a condition of the Grantor's consent when granting any consent hereunder, provided that condition is reasonable in the circumstances.

19. Improvements

The parties to this Deed accept and acknowledge that all improvements connected with the use rights contained in this Deed shall remain in the ownership of the Grantee until they are removed by the Grantee or upon this Deed ceasing or being surrendered whereupon ownership shall vest and pass to the Grantor except where the Grantor declines to accept any specified improvements, or where such improvements are in the process of being removed by the Grantee at the time of this Deed ceasing or being surrendered. The Grantee shall not be entitled to any compensation or damages for any improvements to the Easement Land effected by it.

20. Disposition of Easement Land

The Grantor undertakes to give the Grantee not less than 6 months prior notice of any intention to sell, lease or otherwise dispose of any estate or interest in the Easement Land or any intention to vest or change the legal status pursuant to which the Crown holds the Easement Land AND shall not enter into or give effect to or permit registration of any sale, transfer, lease, or other disposal or grant of estate or interest in the Easement Land or any vesting or change of the

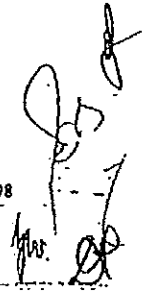
legal status pursuant to which the Crown holds the Easement Land without first consulting with the Grantee AND procuring that any third party or the Crown, as the Grantee reasonably requires, enters into a Deed of Covenant with the Grantee or enters into such other appropriate lawful arrangement in such form as the Grantee may reasonably require, either binding that third party to observe and perform all or any relevant parts of the Grantor's covenants in this Deed including this clause 20, and/or binding the Crown separately so that the Grantee's rights under this easement are not thereby frustrated, hindered or interfered with.

21. **Change of Use of Easement Land**

The Grantor covenants not to permit or consent to any development or change of use or change of zoning of any of the Easement Land without consulting with and obtaining the consent of the Grantee thereto which consent the Grantee shall not unreasonably withhold. Where the Grantee can demonstrate upon a reasonable basis that any such development, change of use or change of zoning is likely to materially frustrate, hinder or interfere with the ability for the Grantee to properly exercise its rights under this easement, then the Grantor shall decline and/or take reasonable steps to object to the proposed development, change of use or change of zoning.

22. **Further Assurances**

The Grantor shall, whenever called upon by the Grantee and at the cost of the Grantee, execute such further deeds and assurances such as registrable Easements and/or Encumbrances at a nominal rent charge in perpetuity and arrange for any titles to be produced if required by the Grantee as may be necessary to give full and proper effect to the rights granted in favour of the Grantee arising out of and from this Deed and to enable those rights to be registered against any gazette notice or title which issues in respect of the Easement Land.



23. Surrender of Easement

The Grantee shall be entitled at any time to surrender at its own cost all or any part of the easement interest granted to it pursuant to this Deed. The Grantor shall execute any deed of surrender upon request by the Grantee. Any such surrender shall be without prejudice to the rights of either party in respect of any antecedent breach of this document.

24. Valuation of Relevant Land

For the purpose of clauses 9 and 11 of this Deed the current market value of the relevant land shall be determined by a registered valuer appointed by each party and if they cannot agree to be determined by an umpire to be appointed by those valuers prior to their entering into the determination of the matter.

25. Transferability of Easement Rights

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

26. Dispute Resolution

- (i) 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).

- (ii) 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 or any amendment or re-enactment of it. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

27. Notices and Consents

- (i) All notices and communications under this Deed shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.
- (ii) All consents approvals or other matters of whatsoever kind or nature to be given or received by the Grantor shall be given or received by the Commissioner of Crown Lands and shall be given or received by him on behalf of the Grantor and shall be binding and effectual upon the parties to this Deed.

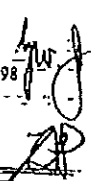
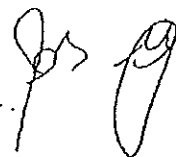
28. Grantor not to Interfere with Grantee's Rights

The Grantor shall not at any time do permit or suffer to be done any act whereby the rights, powers, licences and liberties granted to the Grantee may be interfered with or affected in any way.

29. Grantor to Indemnify Grantee for Third Party

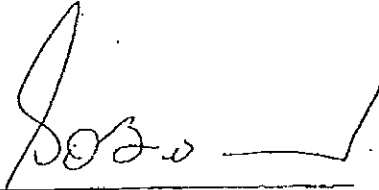
Except as otherwise specifically provided for in this Deed, where the Grantor shall permit any third party to enter the Easement Land, the Grantor shall

indemnify the Grantee against any action or claim made by that third party arising out of loss or injury suffered by that third party by reason of any act or omission of the Grantee in the exercise of its rights and privileges under this Deed.




EXECUTED as a Deed

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



COMMISSIONER OF CROWN LANDS

S. D. BROWN
COMMISSIONER OF CROWN LANDS
LAND INFORMATION NZ.
WELLINGTON



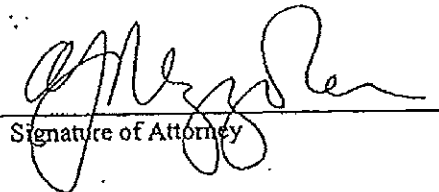
Witness Name:

Personal assistant
Occupation:

Land Information NZ
Address:

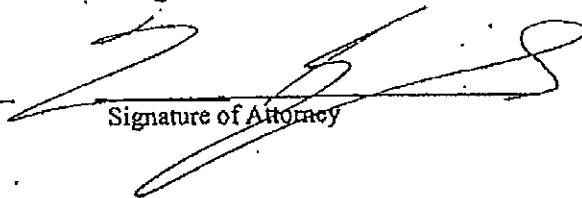
EXECUTED by)
CONTACT ENERGY LIMITED)
by its attorneys)

Ante Mazarin
Name of Attorney




Signature of Attorney

Christina Symmes
Name of Attorney



Signature of Attorney

in the presence of:


Signature

Solicitor
Occupation

Wellington
Place of abode



CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

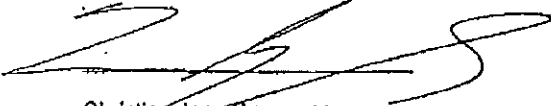
We, Christina Jane Symmans, Corporate Support Services Director of Wellington and Anita Jane Mazzoleni, General Counsel of Auckland, certify:

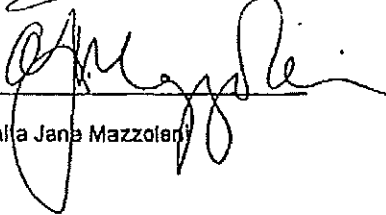
1. THAT by Deed dated 21 December 1996 Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. THAT a copy of that Power of Attorney is registered at various District Land Registries as follows:

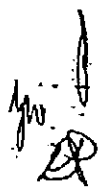
Wellington	No. B556943.1
North Auckland	No. D114265.1
South Auckland	No. B402688
Taranaki	No. 439574
Gisborne	No. G214525.1
Hawkes Bay	No. 653200.1
Nelson	No. 365857.1
Canterbury	No. A285999/1
Otago	No. 925564
Westland	No. 106874
Marlborough	No. 189664
Southland	No. 240815.1

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by Contact Energy Limited.

SIGNED at Wellington on the 11th day of December 1998


Christina Jane Symmans


Anita Jane Mazzoleni



SCHEDULE ONE

INTERPRETATION

For the purpose of the interpretation or construction of this Deed and the Background recitals unless the context permits otherwise or a contrary intention is expressed:

- (a) "*this Deed*" means this Deed of Grant of Easement and includes any Schedule and any annexure to this Deed;
- (b) "*Date of this Deed*" means the date upon which this Deed was executed.
- (c) "Electricity Water Works" includes without limitation all or any pipe, pipeline, conduit, pump, pumphouse, bridge, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use and/or discharge or disposal of water.
- (d) "Geothermal Electricity Works" includes without limitation, all or any pipe, pipeline, conduit, bore, pump, pumphouse, heat exchanger, separation plant, cooling tower, holding pond, flash plant, gas extraction plant, utility and services connections, structure, equipment, improvement, appurtenances, or works used or intended to be used for the taking, conveyance, containment, monitoring, use, discharge, disposal and/or re-injection of geothermal fluid.
- (e) A "*person*" shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, province, territorial authority or agency of a province in each case whether or not having separate legal personality;
- (f) "*writing*" shall include words visibly represented or reproduced;
- (g) Words importing the masculine gender shall include the feminine or neuter gender;
- (h) Word importing the singular shall include the plural and vice versa;



- (i) References to clauses are references to clauses in this Deed and references to parties and the Schedules are references to the parties and the Schedules in this Deed unless expressly stated otherwise;
- (j) Any reference in this Deed to any statute or rules is deemed to include all amendments revisions substitutions or consolidations made from time to time to that statute or rules;
- (k) Derivations of defined terms have similar meanings;
- (l) Headings shall be ignored.

JS *YG*

JS
YG

13.5 12 JAN 99 960339.1



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY OTAGO
ASST. LAND REGISTRAR

18C/859

18C/859

[Handwritten signature]

DEED OF CONSENT

DATED

17th November

2003

BETWEEN

HER MAJESTY THE QUEEN acting by and through THE COMMISSIONER OF CROWN LANDS at Wellington ("the Grantor")

AND

CONTACT ENERGY LIMITED at Wellington ("the Operating Easement Grantee")

BACKGROUND

- A. The Grantor granted to the Operating Easement Grantee Operating Easement 18C/859 (Otago Land Registry) ("the Operating Easement").
- B. Clause 20 of the Operating Easement obliges the Grantor to consult with the Operating Easement Grantee regarding the grant of any easement over the land covered by the Operating Easement, and to enter into a deed binding the Grantor to procure that the Operating Easement Grantee's rights under the Operating Easement are not frustrated, hindered or interfered with.
- C. The Grantor wishes to grant the annexed easement and the parties have entered into this Deed to record the Operating Easement Grantee's consent and the Grantor's covenants to the Operating Easement Grantee.

TERMS OF THIS DEED

1. CONSENT

The Operating Easement Grantee consents to the grant of the Deed of Easement ("the Said Easement") in the form annexed upon the basis that the Grantor enter into this Deed of Consent as provided in clause 20 of the Operating Easement.

2. GRANTOR COVENANTS

The Grantor covenants with the Operating Easement Grantee that in order to ensure that the Operating Easement Grantee's rights under the Operating Easement are not frustrated, hindered or interfered with the Grantor will:

- (a) require the Grantee from time to time of the Said Easement to promptly comply with the Said Grantee's obligations under the Said Easement (including without limitation clauses 3.1-6.5 and 10.1 of that document);
- (b) not vary or waive any of the terms of the Said Easement other than in compliance with clause 20 of the Operating Easement and, as if any such variation or waiver is a fresh grant of interest;
- (c) encourage the Said Grantee to liaise with the Operating Easement Grantee in respect of day to day and minor matters relating to the Said Easement and/or the Operating Easement;

J

- (d) liaise with the Operating Easement Grantee as reasonably requested by it in the event that the Operating Easement Grantee considers upon reasonable grounds that the Said Grantee is in breach of the Said Easement; and
- (e) take such further action as is reasonable in the circumstances in the event that the Said Grantee is in breach of the Said Easement to avoid a material adverse effect upon the Operating Easement Grantee, including without limitation requiring termination of the Said Easement and requiring the removal of the Said Grantee's works if any on the Easement Land.

3. OPERATING EASEMENT GRANTEE COVENANTS

The Operating Easement Grantee covenants with the Grantor that:

- (a) upon becoming aware of any material breach of the Operating Easement Grantee's rights under the Operating Easement the Operating Easement Grantee will use reasonable endeavours to promptly notify the Grantor of that breach and (subject always to emergency or similar imperative situation) prior to taking any formal default action in respect of that breach. In the event of emergency or similar imperative action the Operating Easement Grantee will use reasonable endeavours to notify the Grantor promptly following taking any such emergency or similar imperative action; and
- (b) the Operating Easement Grantee will liaise with the Grantor in respect of any such breach of the Operating Easement Grantee's rights under the Operating Easement; and
- (c) in the event that the Operating Easement Grantee considers that any such breach of its right under the Operating Easement is of sufficient materiality to reasonably call for the Grantor to exercise its right to terminate the annexed easement pursuant to clause ~~17.1-17.4~~^{12.1-12.4} of that easement, then the Operating Easement Grantee shall make submissions to and liaise with the Grantor in that regard.

IN WITNESS WHEREOF this Deed is executed

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
by PAUL JACKSON pursuant to a
delegation from the Commissioner of
Crown Lands in the presence of:

)
)
)
)



J. R. Williams

Portfolio Manager
Land Information New Zealand
Wellington.

SIGNED for and on behalf of)
CONTACT ENERGY LIMITED)
by its attorneys

D. S. Hill
Name of attorney

David Perry
Name of attorney

D. S. Kilty
Signature of attorney

[Signature]
Signature of attorney

in the presence of:

[Signature]
Signature of witness

Full name

EDWARD JAMES KILTY

Address

**SOLICITOR
WELLINGTON**

Occupation

[Signature]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, DAVID SNELLING HILL General Manager- Generation, and

DAVID JOHN PAY Legal Counsel both of Wellington, certify:

1. THAT by Deed, dated 25 October 2000, Contact Energy Limited appointed us as its attorneys on the terms and conditions set out in that Deed.
2. THAT a copy of that Deed is registered at the various District Land Registries as follows:

North Auckland	D 558067.1
South Auckland	B 634746.1
Gisborne	231809.1
Hawkes Bay	709503.1
Taranaki	475091.1
Wellington	B 808436.1
Marlborough	215109.1
Nelson	402463.1
Westland	115370.1
Canterbury	A 481549.1
Otago	5012103.1
Southland	5012426.1

3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by Contact Energy Limited.

SIGNED at *Wellington* on the *18th* day of *August* 2003

D.S. Hill.

DAVID SNELLING HILL

DJM

DAVID JOHN PAY

Dated 17th November

2003

DEED OF CONSENT

HER MAJESTY THE QUEEN acting by and through
THE COMMISSIONER OF CROWN LANDS

CONTACT ENERGY LIMITED

Appendix 23: Copy of registered Certificate pursuant to Section 417 of the Resource Management Act 1991 in favour of Kawarau Station, for water race no. BR3330 registered as 5030234.1



DocID: 110187821



ORC FILE 99308, MC030

**CERTIFICATE UNDER S. 417 OF THE RESOURCE
MANAGEMENT ACT 1991**

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Kawarau Station
C/- Richard John Anderson
RD2
Cromwell

being registered as holder of Licences for a Water Race Numbers WR1725, BR3330, DR5397, DR6320 and BR8108, Cromwell. Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences); to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres; to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

NB: DR6320 are a set of conditions that relate to the use of DR5397 on sections 2, 4 and 6, Block IV, Bannockburn SD. These are included in a copy of the licence appended to this certificate.

The Common Seal of the
Otago Regional Council



M E Weaver
Manager Resource Administration

R W Scott
Director Corporate Services

M L Rosson
Chairperson

dated this 23 day of June, 2000



**LAND SCHEDULE FOR SECTION 417 CERTIFICATE -
KAWARAU STATION**

	Legal Description:	CT Number:	Regd Proprietor:
A	Run 330B Blk IV now known as Blk 3 Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
B	Sec 15 Blk IV Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
C	Sec 2 Blk IV Bannockburn SD	14B/95	Edgar Parcell
D	Sec 4 Blk IV Bannockburn SD	14C/1128	Gail Elizabeth De Jong & Christopher Johannes De Jong
E, H	Sec 6 Blk IV Bannockburn SD	14C/502	Edgar Parcell
F, L	Run 399C Blk VI	338/40	Duncan George & Rae Henderson
I, J	Sec 7 Blk IV Bannockburn SD	11D/778	Duncan George & Rae Henderson
K	Pt Run 339D Blk IV	338/70	Julie Ann Jopp, Peter Redmond McConnell, Phillip Andrew Stephen McElroy, Ronald Iverson, George McElroy
N	Pt Run 330A Reserve Hawksburn Road in Section 7 Reserve Hawksburn Road between Section 15 & Run 330B Reserve Nevis Road in Run 330B Crosses under WR2832Cr in Run 339D	A2/1218	Kawarau Station Limited Central Otago District Council Central Otago District Council Central Otago District Council WR2832Cr is held by Duncan George & Rae Henderson

ricktown

Pt Run 330A
SO 795
4814.1252
28441/11300

Pt Run 330A
SO 795
4814.1252
28441/11300

Pt Run 330B
(NOW KNOWN AS
SEC 3 BLK 3
BANNOCKBURN S.D.)

Sec 15 Blk IV
BANNOCKBURN S
SO 21788
685.0000
28441/12900

Sec 15 Blk IV
BANNOCKBURN S.D.
SO 21788
685.0000
28441/12900

Sec 3 Blk IV BANNOCKBURN S.D. SO 136 22.8975 28441/2800

Sec 2 Blk IV BANNOCKBURN S.D. SO 136 22.8972 14894 20000 28441/2800

Sec 4 Blk IV BANNOCKBURN S.D. SO 136 22.8971 14891 20000 28441/2800

Sec 5 Blk IV BANNOCKBURN S.D. SO 136 22.8970 14888 20000 28441/2800

Sec 6 Blk IV BANNOCKBURN S.D. SO 136 22.8969 14885 20000 28441/2800

Sec 7 Blk IV BANNOCKBURN S.D. SO 136 22.8968 14882 20000 28441/2800

Sec 8 Blk IV BANNOCKBURN S.D. SO 136 22.8967 14879 20000 28441/2800

Sec 9 Blk IV BANNOCKBURN S.D. SO 136 22.8966 14876 20000 28441/2800

Sec 10 Blk IV BANNOCKBURN S.D. SO 136 22.8965 14873 20000 28441/2800

Sec 11 Blk IV BANNOCKBURN S.D. SO 136 22.8964 14870 20000 28441/2800

Sec 12 Blk IV BANNOCKBURN S.D. SO 136 22.8963 14867 20000 28441/2800

Sec 13 Blk IV BANNOCKBURN S.D. SO 136 22.8962 14864 20000 28441/2800

Sec 14 Blk IV BANNOCKBURN S.D. SO 136 22.8961 14861 20000 28441/2800

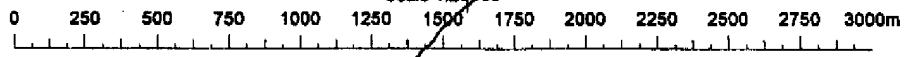
Pt Run 339C

Sec 7 Blk IV

Pt Run 339C

Pt Run 339D

Scale 1:25000



Appendix 24: Copy of registered Certificate pursuant to Section 417 of the Resource Management Act 1991 in favour of Maurice Desmond Turner, Shirley Allison Turner, Peter Stewart Preston and Jane Margaret Preston, for water races no. 3000 and 4931 registered as 904235

ORC FILE MC030, 94194

**CERTIFICATE UNDER S. 417 OF THE RESOURCE
MANAGEMENT ACT 1991**


oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

**MAURICE DESMOND TURNER, SHIRLEY ALLISON TURNER, PETER STEWART
PRESTON AND JANE MARGARET PRESTON**

C/o Checketts McKay, P O Box 184, Cromwell

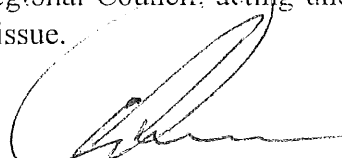
being registered as holders of Licences for a Water Races No. 3000 and 4931 Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.



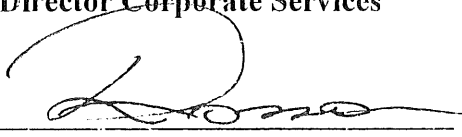
**M E Weaver
Manager Resource Administration**

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

Common Seal

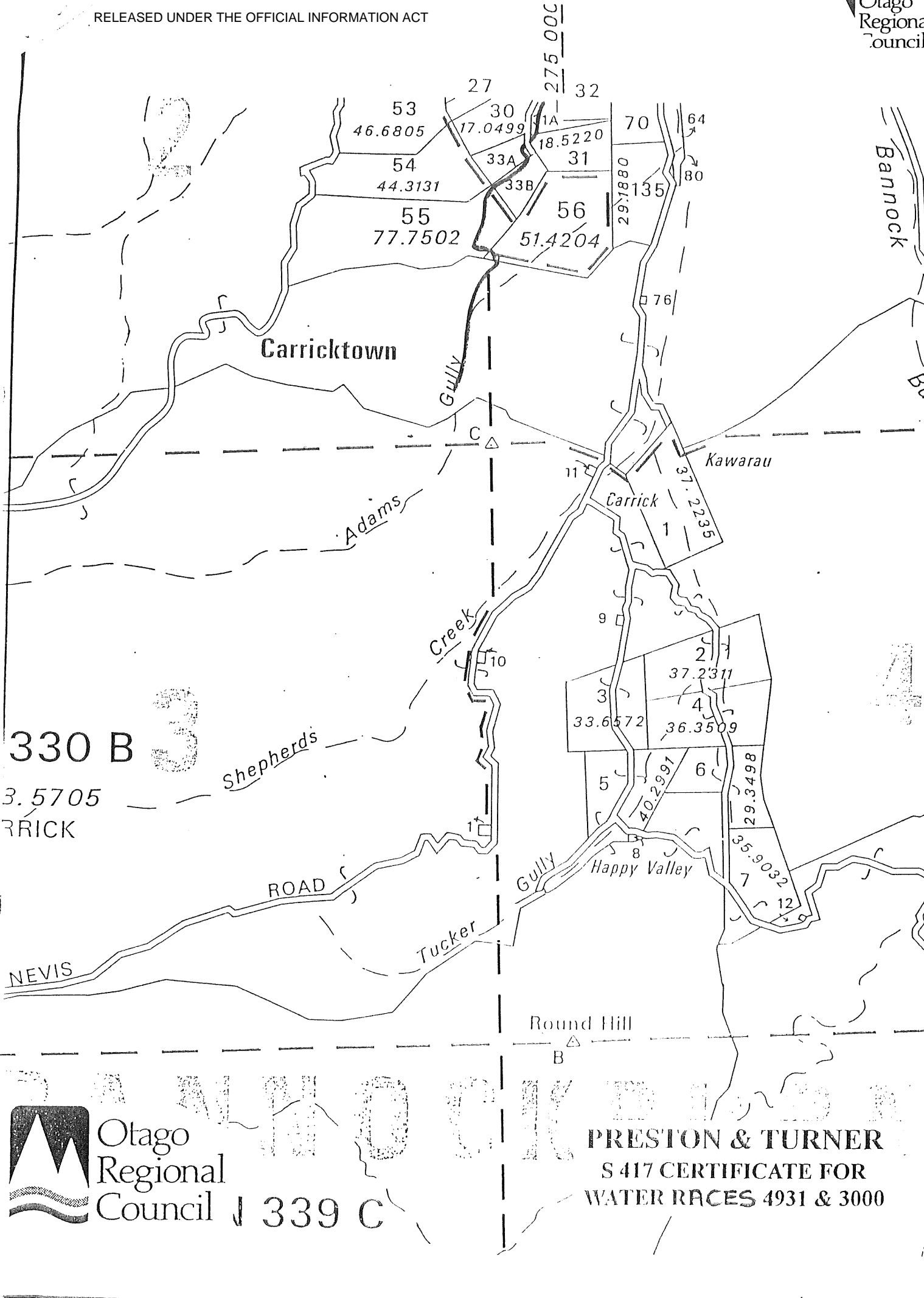


**R W Scott
Director Corporate Services**



**M L Rosson
Chairperson**

23 /05/ 95.



330 B
3.5705
CARRICK

Otago Regional Council
339 C

PRESTON & TURNER
S 417 CERTIFICATE FOR
WATER RACES 4931 & 3000

ORC FILE MC030, 94194

SCHEDULE

Land Affected

Title Reference

4813.5197 hectares being ^{fact} Run 330A Bannockburn,
Cromwell and Nevis Survey Districts

^{AR/218}
CT A11218 - Anderson ✓

51.4204 hectares being ^{Lds 1 DP 24711} Section 56 Block 2
Bannockburn Survey District ^{Suway District}

^{160/861 - 160/862}
CT 14A/828 - McDonald ✓

77.7502 hectares being Section 55 Block 2
Bannockburn Survey District

CT 13C/784 - Clark ✓

44.3131 hectares being Section 54 Block 2
Bannockburn Survey District

CT 12A/1101 - Clark ✓

9.9755 hectares being Section 33B Block 1
Bannockburn Survey District

CT 13B/273 - Preston ✓

9.9629 hectares being Section 33A Block 1
Bannockburn Survey District

CT 9A/1209 - Turner ✓

18.5220 hectares being Section 31 Block 1
Bannockburn Survey District

CT 388/147 - Turner ✓

5.7861 hectares being Part Section 31A Block 1
Bannockburn Survey District

CT 15D/596 - Turner ✓

29.2167 hectares being Sections 32 and 72 and Part
Sections 31A Block 1 Bannockburn Survey District

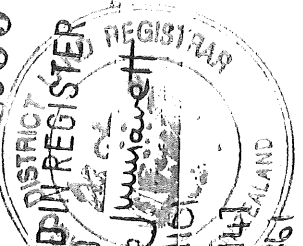
CT 15D/595 - Turner ✓

lptsl2turner47

9.05 22.MAR96 904235

PARTICULARS ENTERED IN REGISTER
 LAND REGISTRY OTAGO

ASSET LAND REGISTRY
 A2|1218, 130|784, 12A, 110
 130|273, 9A|1209, 388|147
 150|545 150|596 160|861



160|862

Appendix 25: Copy of an unregistered Water Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Department of Conservation, in consents 97039 and 97040



COUNTERPART

Consent No. 97039

WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to take up to 100,000 litres per hour from the south branch of Walkers Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:023651

Issued at Dunedin this 23rd day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver

Manager Resource Administration

ll p:\sl2\docper.doc





COUNTERPART

Consent No. 97040

WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Department of Conservation

Address: PO Box 5244, Dunedin

to take 100,000 litres per hour from the north branch of Walkers Creek

for a term expiring on 1 February 2022

for the purpose of operating a mining display centre

Location: Kawarau Gorge

Legal description of consent location: Run 330D, Cromwell Survey District

Map reference: NZMS 260 : F41:025654

Issued at Dunedin this 23rd day of April 1997.

A handwritten signature in cursive script that reads "Marian Weaver".

Marian Weaver
Manager Resource Administration
ll p:\sl2\docper.doc



Appendix 26: Copy of an unregistered Water Permit pursuant to Section 104(B) of the Resource Management Act 1991 in favour of A M Skinner, in consent 2006.250

Consent No: 2006.250

WATER PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Allan Mark Skinner

Address: 8 Craddock Street, Dunedin

To take and use surface water from the Nevis River and Doolans Creek

for the purpose of operating a suction dredge for alluvial gold mining

for a term expiring on 24 November 2024

Location of point of abstraction: The Nevis River, from the confluence with Doolans Creek, upstream for a distance of 14 kilometres, to a line 350 metres downstream of the Nevis Crossing bridge, and the Left Branch of Doolans Creek, for a distance of 7.5 kilometres upstream of the confluence with the Nevis River, terminating at an unnamed tributary of Doolans Creek on the true left bank, 1 kilometre downstream of an un-named track crossing, approximately 8.2 kilometres north north-west of Nevis Crossing.

Legal description of land adjacent to point of abstraction: Crown Land

Map references of point of abstraction:

Nevis River: Upper Extent NZMS 260 F42:954-518, Lower F41:972-639

Doolans Creek: Upper Extent NZMS 260 F42:933-597, Lower F41:972-639

Conditions:

1. This consent shall only be exercised in conjunction with Discharge Permit 2006.251 and Land Use Consent 2006.252.
2. The rate of abstraction shall not exceed
 - (a) 44 litres per second;
 - (b) 1,270 cubic metres per day.
3. The water take shall be screened to prevent the uptake of any fish or elvers.
4. All water taken while exercising this consent shall be returned to the watercourse it was sourced from immediately after use.

5. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of each anniversary of the commencement of this consent for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards.

Issued at Dunedin this 21st day of May 2007



Christopher P Shaw
Manager Consents

j g:\s11\j\skinner consent 21.05.doc

Appendix 27: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of N K & J M Barker, N M Kershaw & J R D Leslie, S D M MacLachlan & others as Trustees of the Lora Family Trust, Paradise Vineyard Ltd, W R & S M Macalister, Clyde Orchards (1990) Ltd, Lytefoot Investments Ltd, Felton Road Holdings Ltd, Wanaka Road Wines Ltd, Mt Difficulty Wines Ltd, Trustees of the Olssen Family Trust, R H M Dicey, M L Dicey & A B McKay being trustees of the R H M Dicey & M L Dicey Family Trust, and Legend Terrace Ltd, in consent 2000.173

Consent No: 2000.173

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: ~~{Alan Duncan Beaton}~~ (~~²⁰/120 share~~)
 Address: ~~{c/- Checketts McKay, 35 The Mall, Cromwell}~~ *8/120 share transferred
 15 August 2008
 16/120 share transferred
 22 September 2008*

Name: Felton Roads Holdings Limited (¹²/120 share)
 Address: Cook Adam and Co, 11 Brownston Street, Wanaka

Name: Lytefoot Investments Limited (⁴/120 share)
 Address: 32 City Road, Roslyn, Dunedin

Name: Clyde Orchards (1990) Limited (⁴⁴/120 share)
 Address: c/- Blair Pedofsky, Young Lane, RD 1, Alexandra

Name: John Benjamin Olssen, Katherine Ann Lindoos and Antony Victor Hamel being the trustees of the Olssen Family Trust (⁴/120 share)
 Address: 306 Felton Road, Bannockburn RD 2, Cromwell

Name: William Ramsay & Shirley Margaret Macalister (²/120 share)
 Address: c/- Checketts McKay, 35 The Mall, Cromwell

Name: Mt Difficulty Wines Limited (¹⁰/120 share)
 Address: Polson Higgs, 139 Moray Place, Dunedin

Name: Robin Henry Maguire Dicey, Margaret Lucy Dicey & Alan Bevin McKay being trustees of the R H M Dicey & M L Dicey Family Trust (⁶/120 share)
*14/120 share transferred
 20 February 2008*
 Address: c/- Checketts McKay, 35 The Mall, Cromwell

Name: Paradise Vineyard Limited (⁵/120 share)
 Address: WHK Cook Adam Ward Wilson, 11 Brownston Street, Wanaka

Name: Legend Terrace Limited (⁵/120 share)
 Address: WHK Cook Adam Ward Wilson, 11 Brownston Street, Wanaka



Name: *Neil Kenneth Barker and Jennifer Margaret Barker* (²/₁₂₀ share)
Address: *Unit 1, 6 Edward Street, Noosaville, Queensland 4566, Australia*

Name: *Neville Morris Kershaw and John Robert Denny Leslie* (²/₁₂₀ share)
Address: *c/- 8 Lauriston Street, Andersons Bay, Dunedin*

Name: *Stuart David McKay MacLachlan, Barbara Jane MacLachlan and Macalisters Trustees as Trustees of the Lora Family Trust* (⁸/₁₂₀ share)
Address: *246 Felton Road, Bannockburn, Cromwell*

Name: *Wanaka Road Wines Limited* (¹⁶/₁₂₀ share)
Address: *WHK Cook Adam Ward Wilson, 21 Brownston Street, Wanaka*

To take and use 200,000 litres per hour of surface water from an unnamed tributary of the Kawarau arm of Lake Dunstan

for the purpose of irrigation

for a term expiring 1 October 2021

Location: On the true right bank of an unnamed tributary of the Kawarau Arm of Lake Dunstan (known locally as Long Gully Creek), approximately 2.8 kilometres upstream of the confluence of the tributary with Lake Dunstan.

Legal description of land at adjacent point of take: Pt Sec 51 Blk II Cromwell SD

Map reference: NZMS 260 F41:034-629

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permits 3069A and B which were issued in substitution of Water Race licence 1842Cr, which was granted in the Cromwell Wardens Court on 16 December 1905.

Conditions

1. The total abstraction authorised by this permit shall not exceed:
 - (a) 200,000 litres per hour; and
 - (b) 4,800,000 litres per day
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that apply to this deemed permit according to Sections 413(2), 413(3A) and 413(4) of the Resource Management Act 1991. In particular the deemed permit holder shall:
 - (a) Take all practical steps to ensure that water taken under this deemed permit is not allowed to run to waste. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(d)]



- (b) Install a flow measuring device at the point of take with an accuracy of +/- 10%. The deemed permit holder shall keep a record of the amount of water that is taken at these intakes by recording the daily volume of water in cubic metres and the rate at which water is taken and shall forward a copy of that record to the Consent Authority on request. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(h)]
- (c) Maintain the water race in good order and repair so as to minimise water losses from the race and to minimise the risk of flooding and damage to property as a result of overtopping of the water race or failure of the water race embankment. [Ref. Water & Soil Conservation Amendment Act 1971 S14 (1)(c) & (d)]

Note:

- 1. Priorities:
Permits which can exercise priority over this permit: None
Permits which this permit can exercise priority over: None
- 2. Also appended is a diagram of the relative location of the permit.
- 3. All single take domestic and stock water users have right to water before any other user, including a mining privilege holder.

Issued at Dunedin this 14th day of August 2006

Reissued at Dunedin this 22nd day of April 2008 to reflect a part transfer of holders.

Reissued at Dunedin this 29th day of August 2008 to reflect a part transfer of holders.

Reissued at Dunedin this 9th day of October 2008 to reflect a full transfer of holder.



Julene Ludlow

Manager Resource Management Administration

c:\s12\c\wanaka road wines limited 2 09-10.doc



Appendix 28: Copy of an unregistered Deemed Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of M J & M J Little being trustees of the Little Orchard Trust, in consent 2002.450

Consent No: 2002.450

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: [~~Carriek Irrigation Company Limited~~] *transferred 25 May 2004*
Address: [~~283 Bannockburn Road, Cromwell~~]

Name: Domain Road Limited (½ share)
Address C/- Polson Higgs & Company, 139 Moray Place, Dunedin

Name: Malcolm James Little and Murray James Little being Trustees of the Little Orchard Trust (½ share)
Address: C/- Pisa Moorings, R D 3, Cromwell

to take and use up to 73,354 cubic metres per month at a maximum rate of up to 101.8 cubic metres per hour of water from Pipeclay Gully during the period of 1 March to 31 October in each year.

for the purpose of irrigation and stockwater supply

for a term expiring 1 October 2021

Location of Point of Take: From Pipeclay Gully at a point approximately 2.5 kilometres upstream of where Pipeclay Gully runs under Felton Road, Bannockburn.

Legal description of land at point of take: Part Run 330A Block II Bannockburn Survey District.

Map reference: NZMS 260 F41:054-613

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a renewal of water race licence 4279, which was granted in Cromwell on 14 November 1942.

Conditions

1. That the abstraction authorised by this permit shall only be exercised during the period 1 March to 31 October and shall not exceed:
 - a) 101.8 cubic metres per hour per hour
 - b) 17,116 cubic metres per week
 - c) 73,354 cubic metres per month
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.
3. The Deemed Permit holder shall install and maintain a measuring device with an accuracy of +/- 5% in the following locations;
 - a) Pipeclay Gully mainstream flow downstream of the point of take and,
 - b) in the water race near the point of take for this Deemed Permit.and,

the Deemed Permit holder shall keep a record of the extent to which this Deemed Permit is exercised by recording the weekly volume of water (m³) and rate at which the water is taken and shall forward a copy of that record to the Consent Authority on request.

4. In the event of any dispute arising between the holders of this Deemed Permit and the holders of Deemed Permit 93463, then in all cases the onus of proving that the rights belonging to the holders of Deemed Permit 93463 have been fully supplied, shall not rest on the holder of this Deemed Permit.

Note:

1. Priorities:

Deemed Permits which can exercise priority over this permit:

Water Race No.	Priority Date	Location	Volume (m ³ /hour)	Registered Shareholders
WR3705Cr	6.02.1893	Pipeclay Gully	50	Layard Estates Ltd

Deemed Permits over which this permit can exercise priority: Nil

2. Also appended is a diagram of the relative locations of the permits.
3. That all single domestic and stock water users have right to water before any other user, including mining privilege holders.

Issued at Dunedin this 20th day of September 2002

Reissued at Dunedin this 31st day of May 2004 to reflect a transfer of holder.

Marian Weaver
Manager Consents

l g:\s11\domain rd p.doc

Appendix 29: Copy of an unregistered Water Permit pursuant to Section 104(C) of the Resource Management Act 1991 in favour of The Carrick irrigation company Ltd, in consent 2004.117

WATER PERMIT

Pursuant to Section 104C of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Carrick Irrigation Company Limited

Address: 283 Bannockburn Road, Cromwell

To retake water from Pigroot Gully that has been discharged into the gully

for the purpose of irrigation

for a term expiring 1 October 2021

Location: The three points of re-take are in Pigroot Gully which is a tributary of Shepherds Creek, Bannockburn. The details of each retake site are as in the following table;

Retake site no.	Retake site distance upstream of the confluence of Pigroot Gully and Shepherds Creek (kilometres)	Legal description of land at point of re-take;	Map reference; (NZMS 260 series)
1	1.2	Section 33B Block I Bannockburn SD	F42:067-593
2	2.2	Pt Run 330A Blk II Bannockburn SD	F42:060-586
3	2.4	Pt Run 330A Blk II Bannockburn SD	F42:059-585

Conditions:

1. (a) That water is only taken at the points of retake when water is contemporaneously being discharged from the Carrick Irrigation Company Limited main water race or the Carrick Irrigation Company Ltd water race from Adams Gully and;
 - (b) the retakes shall not exceed the following amounts at any one point of take or as a total from the three points of retake;
 - (i) 81 litres per second
 - (ii) 6,998 cubic metres per day
 - (iii) 213,439 cubic metres per month
 - (iv) 1,707,512 cubic metres per month
2. That the amount of water taken at retake point 1 does not exceed the amount of water being discharged into Pigroot Gully from the distribution race with the discharge point on the boundary of Section 56 and Section 55, Block I, Bannockburn SD.
3. That the amount of water taken at either of retake points 2 and 3 does not exceed the combined amount of water that is being discharged into Pigroot Gully from

the Carrick Irrigation Company Ltd main race and the Carrick Irrigation Company Ltd water race from Adams Gully.

4. The consent holder shall allow all natural flow in Pigroot Gully to bypass the points of retake.
5. The consent holder shall maintain a residual flow of 3 litres per second in Pigroot Gully stream immediately downstream of the point of retake 1 at all times when this point of re-take is being exercised.
6. The consent holder shall install and maintain a flow-measuring device with an accuracy in the range of +/- 10% to record the amount of water being discharged at each discharge point and the amount of water being taken at each point of retake and;
 - (a) The flow measuring device shall have a means of visually determining the flow through the device
 - (b) The flow measuring devices shall be installed as close as is practicable to the points of discharge and the points of re-take in Pigroot Gully.
 - (c) The consent holder shall ensure the full operation of the water measuring device for the water races, and any associated devices, at all times during the exercise of this consent.
 - (d) Evidence that the flow measuring devices have been installed and calibrated for the required accuracy and range of flows shall be supplied to the Regional Council within 6 months of granting this consent.
7. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of each fifth anniversary of the commencement of this consent for the purpose of:
 - (a) altering the requirement for measuring the volume of water taken or discharged.
 - (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the deemed permit at the upstream point of take and which it is appropriate to deal with at a later stage;
 - (c) ensuring the conditions of this consent are consistent with any National Environmental Standards; and,
 - (d) adjusting or altering the method of water take data recording and reporting to the Consent Authority.

Issued at Dunedin this 15th day of September 2004

Reissued at Dunedin on the 17th day of September 2004 to correct legal description of land at point of retake for sites (1) and (2).

Selva Selvarajah
Director Resource Management

c g:\s11\j\carrickirrigation p.doc

Appendix 30: Copy of an unregistered Water Permit pursuant to Section 104(C) of the Resource Management Act 1991 in favour of A G Merrilees A G & S L Parker being trustees of the Rae Family Trust, P S & J M Preston, M D & S A Turner, and G C & D L Hamilton, in consent 2004.283

Consent No: 2004.283

WATER PERMIT

Pursuant to Section 104C of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Peter Stewart Preston and Jane Margaret Preston

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Maurice Desmond Turner and Shirley Allison Turner

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Allan Graeme Merrilees and Stewart Leslie Parker being the trustees of the Rae Family Trust

Address: Jocelyn Road, Bannockburn, RD 2, Cromwell

Name: Gareth Callan Hamilton and Donna Louise Hamilton

Address: 100 Ringaringa Road, Stewart Island

To take and use surface water as primary allocation from Adams Gully Creek and a tributary of Adams Gully Creek

for the purpose of irrigation

for a term expiring 1 October 2021

Location of activity: On Kawarau Station, approximately 1.5 kilometres south from the southern end of Jocelyn Road, Bannockburn

Legal description of land adjacent to point of abstraction: Pt Run 330A Blk 2, Bannockburn S D

Map references: NZMS 260 F42:063-577 (Adams Gully Creek)
NZMS 260 F42:063-580 (Tributary of Adams Gully Creek)

Conditions:

1. This permit shall only be exercised for irrigation during the period of 1 October to 1 May inclusive. The rate of abstraction shall not exceed
 - (a) 35 litres per second;
 - (b) 3,000 cubic metres per day;
 - (c) 21,000 cubic metres per week;
 - (d) 53,000 cubic metres per month;
 - (e) 371,000 cubic metres per year.

Note: water may be taken at any time for domestic or stock water purposes.

2. The consent holder shall ensure that:
 - (a) the volume of water used for irrigation does not exceed soil field capacity of the irrigated areas;
 - (b) the irrigation does not cause surface runoff;
 - (c) leakage from pipes and structures is avoided;
 - (d) the use of water onto non-targeted areas is avoided;
 - (e) irrigation induced soil erosion and soil pugging does not occur;
 - (f) soil quality is not degraded as a consequence of irrigation; and
 - (g) loss of water, nutrients, and agrichemicals by percolation to groundwater is minimised.

3.
 - (a) The consent holder shall install a water measuring device with an accuracy of +/- 10% and a data logger with at least 12 months data storage. The consent holder shall keep a record of the extent to which this consent is exercised by recording the daily volume of water (cubic metres) and rate at which water is taken and shall forward a copy of that record to the Consent Authority by 31 May each year or at any other time on request.

 - (b) The installation and maintenance of the water measuring device and any associated devices shall be performed in accordance with manufacturer's specifications and to New Zealand Quality Standard ISO 4064;

 - (c) The water measuring device shall be installed as close as is practicable to the second point of take past where the tributary of Adams Gully Creek runs into the race.

 - (d) The consent holder shall ensure the full operation of the water measuring device and any associated devices at all times during the exercise of this consent. All malfunctions of the water measuring device and/or any associated devices during the exercise of this consent shall be reported to the Consent Authority within 6 hours of observation and appropriate repairs shall be performed within 48 hours or otherwise as soon as is practicable following the observation of malfunction;

 - (e) The installation of the water measuring device and any associated devices shall be completed to full and accurate operation within one month of the exercise of the consent. The consent holder shall forward a copy of the installation certificate to the Consent Authority within one month of installing the water meter and any associated devices.

 - (f) The water measuring and any associated devices should be safely accessible by the Consent Authority and its contractors at all times;

 - (g) The water measuring device and any associated devices must be serviced by a certified operator at least every five years. Receipts of service shall be made available to the Consent Authority on request.

4. The permit shall be exercised under the control of any Water Allocation Committee established by the Consent Authority which operates in the Bannockburn area.

5. The Consent Authority may, in accordance with sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within 3 months of each anniversary of the commencement of this consent for the purpose of:
- (a) adjusting the amount or rate of abstraction of water under condition 1, should monitoring under condition 3 indicate that the allocation is excessive for the ongoing use; or
 - (b) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage; or
 - (c) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (d) adjusting or altering the method of water take data recording and transmission.

Issued at Dunedin this 19th day of October 2004

Reissued at Dunedin this 14th day of December 2004 to correct the address of G C and D L Hamilton.

Selva Selvarajah
Director Resource Management

l g:\s12\1\preston p.doc

Appendix 31: Copy of an unregistered Discharge Permit pursuant to Section 105 of the Resource Management Act 1991 in favour of The Bannockburn Irrigation Society Incorporated, in consent 96370



m g:\s12\m1070409\11_pursuant to section_permit2.doc

Christopher P. Shaw
Manager Consents

Issued at Dunedin this 20th day of December 1996.
Reissued at Dunedin this 8th day of April 2009 to correct holder of consent, location
and legal description.

1. That the abstraction authorised by this permit shall not exceed:
 - a) 300 000 litres per hour
 - b) 50 400 cubic metres per week
 - c) 216 000 cubic metres per month

Conditions

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Bannockburn Irrigation Society Incorporated

Address: Trevor Lloyd, 15 Schoolhouse Road, Bannockburn, RD2, Cromwell

To take and use surface water as primary allocation from Shepherds Creek.

For the purpose of: Irrigation supply

For a term expiring: 1 January 2022

Location of Point of abstraction: Shepherds Creek, Bannockburn

Legal description of land adjacent to point of abstraction: SO 12908

Map reference: of point of abstraction NZMS 260 F42:078-575

DISCHARGE PERMIT

Consent No: 96370

COUNTERPART



Appendix 32: Copy of an unregistered Deemed Water Permit pursuant to Section 413-417 of the Resource Management Act 1991 in favour of R J Anderson & Company, in consent 95881



COUNTERPART

Consent No. 95881

DEEMED WATER PERMIT

Under Sections 413-417 Resource Management Act 1991, the Otago Regional Council grants consent:

Name: Richard John Anderson

Address: C/o Bodkins, P O Box 268, Alexandra

to take 100,000 litres per hour from Shepherds Creek

for a term expiring on 1 October 2021

for the purpose of irrigation

Legal description of consent location: Section 64, Block I Bannockburn Survey District.

Map reference NZMS 260: F42:077595.

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 2842 which was granted in substitution of water race licence WR4932Cr which was granted in Cromwell on 15 February 1928.

Conditions

- The following priorities attach to this permit:

Permits which can exercise priority over this permit: None

Permits over which this permit can exercise priority:

94194	---	Adams Gully	100,000 l/h	P S & J M Preston
94454	---	Adams Gully	100,000 l/h	M D & S A Turner
94455	---	Trib Adams Gully	25,000 l/h	P S & J M Preston
94456	---	Trib Adams Gully	25,000 l/h	M D & S A Turner

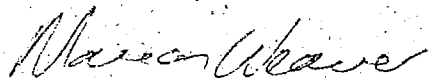
Permits over which this permit may, or may not, be able to (unknown priority ranking):

23284(31)	--?--	Tuckers Gully	200,000 l/h	Bannockburn Irrig'n
-----------	-------	---------------	-------------	---------------------



2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit and a diagram of the relative locations of the permits.

Issued at Dunedin this 28th day of February 1996



Marian Weaver
Manager Resource Administration
lkl sl2 Andersondp

Appendix 33: Copy of an unregistered Deed of Easement in favour of Vodafone New Zealand Limited

**THE COMMISSIONER OF CROWN LANDS
VODAFONE NEW ZEALAND LIMITED**

EASEMENT DEED

DEED dated

17th September

2002

PARTIES

THE COMMISSIONER OF CROWN LANDS at Wellington (Grantor)

VODAFONE NEW ZEALAND LIMITED (hereinafter with successors and permitted assigns called the Grantee)

BACKGROUND

- A. The Grantee wishes to use part of the Grantor's Land (as set out in the First Schedule) for Telecommunication purposes and has negotiated with the Grantor and the Lessee for the grant of the easements as outlined in clause 2 of this Deed.
- B. The Grantor has agreed to grant to the Grantee easements over the Grantor's Land on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. Definitions and Interpretations

1.1 In this Deed (including the Schedules):

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

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

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

"Lessee" means the lessee in the Pastoral Lease.

"Lines" or "Line" means a wire or wires, cable, conduit or conductor of any kind (including a fibre optic cable) used or intended to be used for Telecommunications or for the transmission of electricity and includes any pole, tower, mast, antenna, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding or protecting any such wire(s), cable, conduit, or conductor and also includes any part of a Line and includes "Existing Lines" as that term is defined by the Telecommunications Act 1987 and its amendment.

"Pastoral Lease" means the Pastoral Lease recorded in the Register-book as Volume 13A Folio 632 (Otago Registry).

"Telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images, sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any utility supply whether underground or overground incidental to Telecommunication.

"Works" means a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or any combination of them, furniture, plant, office, building, security, fence, equipment, machinery, engine, excavation, or work of any description used for the purpose of or in connection with the Grantee's operations and/or

Telecommunication and includes "Existing Works" as defined in the Telecommunications Act 1987 and its amendments.

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

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
- (b) 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;
- (c) 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, for a term of 19 years, commencing on 19 May 1997 and expiring on 18 May 2016 the following easements:

- (a) An easement in gross from time to time and at all times to convey Telecommunication in gross over that part of the Grantor's Land which is marked "A" on the attached plan.
- (b) A right of way easement in gross over that part of the Grantor's Land which is marked "B" on the attached plan.
- (c) An easement in gross over that part of the Grantor's Land which consists of a three (3) metre wide strip of land centred on the line marked "C" on the attached plan being a right to convey electric power to the area marked "A" by means of overhead or underground lines.

2.2 The Grantee shall have the right from time to time and at all times to enter, exit, pass through and remain on, under or over such part of the Grantor's Land as is reasonable for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes.

2.3 The rights granted under this Deed, except in relation to the right granted under clause 2.1(a) above in respect of the area marked "A" are non-exclusive and are, subject to clauses 7 and 8 below, 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:

- (a) the Grantee shall pay the Grantor a lump sum payment of \$17,200.00 plus GST (receipt of which is acknowledged by the Grantor);
- (b) the Grantee shall observe the obligations imposed on it under this Deed.

4. Registration

4.1 It is intended that this easement shall be registered pursuant to section 60 of the Land Act 1948.

am

5. **Payment of Compensation to Lessees**

5.1 The Grantee has entered into an agreement with the Lessee (attached as schedule 3) recording payment of an annual sum to the Lessee by the Grantee, during the term that the Grantee exercises the rights granted under this Deed. In that agreement the Lessee:

- (a) acknowledges that such payment is in lieu of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948; and
- (b) waives their right to any compensation from the Grantor in respect of the grant of easement in this Deed.

6. **Obligations of the Grantee**

6.1 The Grantee shall when on the Grantor's Land (subject to clause 2.2):

- (a) wherever possible remain on the constructed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- (b) 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;
- (c) 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 6.1(a)) comply with all conditions that may be imposed from time to time by the Grantor acting reasonably or any lawful authority;
- (d) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is repaired forthwith;
- (e) the Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable prior notice **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee (if any);
- (f) The Grantee shall, at its cost, maintain and 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 by the Grantee **PROVIDED THAT** the obligation to maintain and repair shall only arise if the damage is caused directly or indirectly by the Grantee;

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

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

6.4 The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within clause 2 of this Deed on the

am

Grantor's Land, or do any other thing which would affect the ability of the Grantor or the Lessee to use the Grantor's Land.

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

6.6 The Grantee shall at all times use all reasonable endeavours to keep the area marked "A" clear of noxious weeds and pests.

7. Access Track

7.1 If the Grantee has exclusive use of the access track the subject of the right of way easement granted under clause 2.1(b), the Grantee shall maintain it at its own expense to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall. Where such track is an existing farm track and use thereof is shared with the Lessee, then the parties agree that given the expected infrequent use by the Grantee, the Grantee shall not be liable to maintain the track but shall if called upon by the Lessee contribute a fair share (based on the proportion of use by the Grantee in relation to use by other users and the Lessee) towards the maintenance and upkeep of such track to a standard sufficient for use by four wheel drive vehicles.

7.2 Where considered necessary by the Grantee, the Grantee may at its own expense form a metalled surface access track suitable for four wheel drive vehicles over the area marked "B" on the Grantor's Land and shall maintain that access track to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.

8. Ownership of Structures

8.1 All structures, Lines and Works placed by the Grantee for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.

8.2 The Grantee will, on the expiry of the term or sooner determination of the rights created by this Deed, remove all structures, Lines and Works from the Easement Land within one month and will restore the Grantor's Land to as near as reasonably possible the condition that it was in at the commencement of this Deed.

8.3 If the Grantee has not taken the steps set out in clause 8.2 within the specified time frame, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as near as reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

8.4 Subject to the prior consent of the Grantor (which consent shall not be unreasonably withheld or delayed, but without limiting the right of the Grantor to charge any third parties a reasonable consideration), the Grantee may share the use of any structures, Lines or Works placed by it on the Grantor's Land with any third parties, the Grantor or the Lessee on the basis that such users will contribute towards the capital costs of such structures, Lines or Works and will contribute towards the maintenance and upkeep of such structures, Lines or Works. If such sharing of use occurs, then the Grantee may, on the expiry of the term or sooner determination of the rights created by this Deed, instead of removing such structures, Lines or Works, offer to sell such structures, Lines or Works to any of the users.

9. Costs

- 9.1 The Grantor shall pay the Grantee's costs in engrossing this Deed and in obtaining execution by the parties. The Grantor shall also pay the reasonable costs incurred by the Lessee in seeking legal advice on the form of this Deed.
- 9.2 The Grantee shall bear all other of its own costs in relation to the negotiation, registration and enforcement of any provisions in this Deed.
- 9.3 All costs for the installation of structures, Lines and Works, and carrying out of Works, permitted by this Deed shall be at the Grantee's costs.

10. Indemnity

- 10.1 The Grantee hereby indemnifies the Grantor against any direct loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor arising directly out of the Grantee's use of the Grantor's Land in breach of this Deed. In any event, the extent of the Grantee's liability is not to exceed NZ\$1,000,000.00 in respect of any occurrence or series of related occurrences.

11. Grantor's Liability Excluded

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

12. Termination

- 12.1 The Grantor may terminate the rights created by this Deed in accordance with clause 12.2 if the Grantee breaches any of the terms of this Deed and the breach is unable to be rectified, or remains unrectified within 7 days or such other time as the parties may agree or as may be reasonable given the nature of the breach.
- 12.2 The Grantor shall give written notice to the Grantee, specifying the breach and identifying how the breach should be rectified (if capable of being rectified), stating the period (as contemplated in clause 12.1) within which the breach is to be rectified, and providing that if the breach is not so rectified, then the Grantor may give one month's notice of termination of the rights created by this Deed.
- 12.3 If the Grantor terminates the rights under this Deed all rights of the Grantee shall immediately cease upon expiry of the notice period in clause 12.2 but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.
- 12.4 If the Grantee has not removed all structures, Lines and Works and restored the Grantor's Land as nearly as possible to its condition immediately prior to the installation of the structures, Lines and Works within one month of termination, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as close as is reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

13. Assignment

- 13.1 The Grantee will not assign, charge or part with the benefit of this Deed in any way whatsoever or with any rights belonging to it under this Deed except with the prior written consent of the Grantor such consent not to be unreasonably withheld provided that the Grantee pays all costs and disbursements (inclusive of GST) incurred by the

Grantor in considering an application for consent pursuant to this clause (whether or not consent is given) and the proposed assignee enters into a direct deed of covenant with the Grantor to observe and perform the provisions of this Deed.

- 13.2 Notwithstanding the foregoing, the Grantee may assign all or part of its rights, interests or obligations hereunder to any related company (as that term is defined in the Companies Act 1993), or to any person in which Vodafone Group Plc has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part or of any interest in the Grantee's network. Any change in the shareholding of the Grantee shall be deemed not to be an assignment.

14. Disputes

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

- (a) the Grantor's Address as set out in paragraph 2 of the First Schedule.
- (b) the Grantee's Address as set out in paragraph 5 of the First Schedule.

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

15. The Telecommunications Act 1987 and the Radiocommunications Act 1989

- 15.1 Nothing in this Deed is to be construed as limiting, removing, altering or restricting any of the Grantee's rights, powers, remedies or actions under Part XII of the Radiocommunications Act 1989 or the Telecommunications Act 1987 or any Acts amending or repealing them.

16. Severability

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

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

GRANT KASPER WEBLEY

SIGNED by ~~MICHAEL JOHN TODD~~
pursuant to a delegation from the
Commissioner of Crown Lands in the
presence of:



Signature of ~~Michael John Todd~~

GRANT KASPER WEBLEY



Signature of witness

Name of witness

REBECCA JANE GILLESPIE
PORTFOLIO MANAGER

Occupation of witness

CROWN PROPERTY MANAGEMENT
OT-LINZ, CHRISTCHURCH

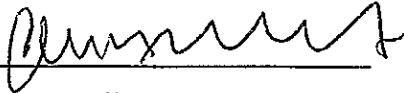
City/town of residence

Executed by Vodafone New Zealand Limited on the 16th day of September 2002 by two of its Attorneys:

Andrew McIntosh
Team Manager
Legal Property
Vodafone New Zealand Limited

and


Peter Nicoll
General Manager Planning
Vodafone New Zealand Limited


Signature


Signature

in the presence of:

WITNESS: (to both signatures)


Signature

in the presence of:

WITNESS:


Signature

Name: Cherie F Panther
Occupation: Legal Secretary
Address: AUCKLAND

Name: Stacey Martin
Occupation: Assistant to GM Planning
Address: Auckland

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Andrew McIntosh
Team Manager
Legal Property
Vodafone New Zealand Limited
hereby severally certify:

Peter Nicoll
General Manager Planning
Vodafone New Zealand Limited

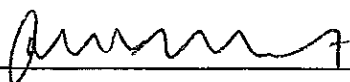
1. That by a Power of Attorney dated 4 September 2001 copies of which are deposited in the Land Titles Offices at:

Auckland	as No D642155.1	Wellington	as No 5088143.1	Canterbury	as No 5088737
Otago	as No 5080563.1	South Auckland	as No B683267.1	Taranaki	as No 483643.1

Vodafone New Zealand Limited ("Vodafone") appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any of the following (and each and every person as may for the time being be acting as such): the General Manager, Engineering Projects, Vodafone; the Deployment Manager, Vodafone; the Site Acquisitions Manager, Vodafone; the Asset Management and Facilities Manager, Vodafone; the General Manager, Legal, Vodafone; the Team Manager, Legal Property, Vodafone.

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

SIGNED at Auckland
this 16th day of September 2002



SIGNED at Auckland
this 19th day of September 2002



FIRST SCHEDULE

1. **Grantor's Land:** That piece of land situated in the Land Registration District of Otago containing 5281.1156 hectares more or less Section 51 Block II, Cromwell Survey District as more particularly recorded in the Pastoral Lease recorded in the Register-book as Volume 13A Folio 632 (Otago Registry)

2. **Grantor's Address:** The Commissioner of Crown Lands, c/o Land Information New Zealand, Private Bag 4721, Christchurch

Attention: Mike Todd

3. **Grantee's Address:** Level 5 Vodafone House, 21 Pitt Street, (Private Bag 92161), Auckland

Attention: General Manager, Legal

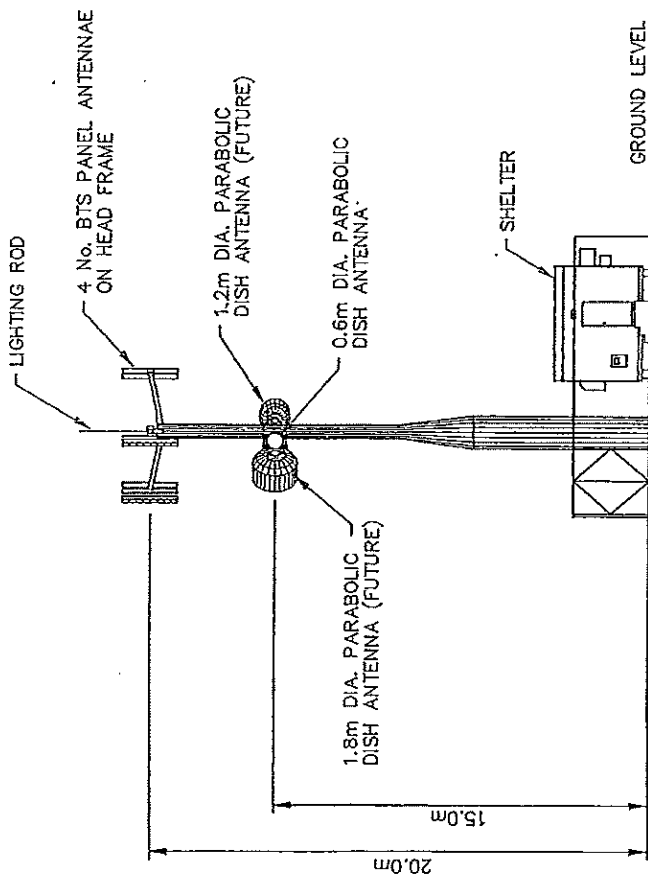


SECOND SCHEDULE

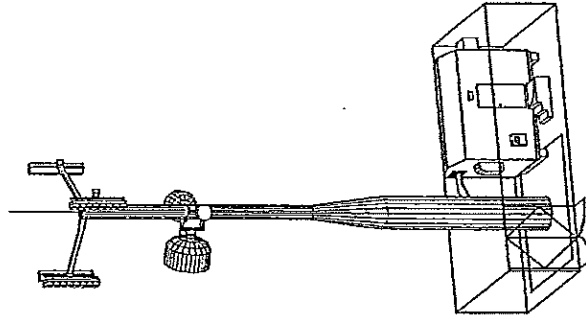
**Parts of the Grantor's Land subject to the Easements
Plan to be inserted**

am

W



WEST ELEVATION



PICTORIAL VIEW

Antenna - number and type may vary as network evolves.

Plan 827.0237 Title 0244

Issue	By	Date
A	FOR CONSENT	17.02.97

BellSouth
BTS CELL SITE

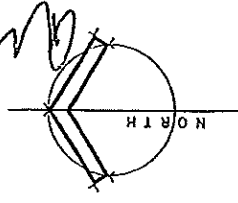
MT. DIFFICULTY STATION
CROMWELL
Elevation and Pictorial View

Connell Wagner
Connell Wagner Limited
Engineers-Surveyors-Planners-Valuers

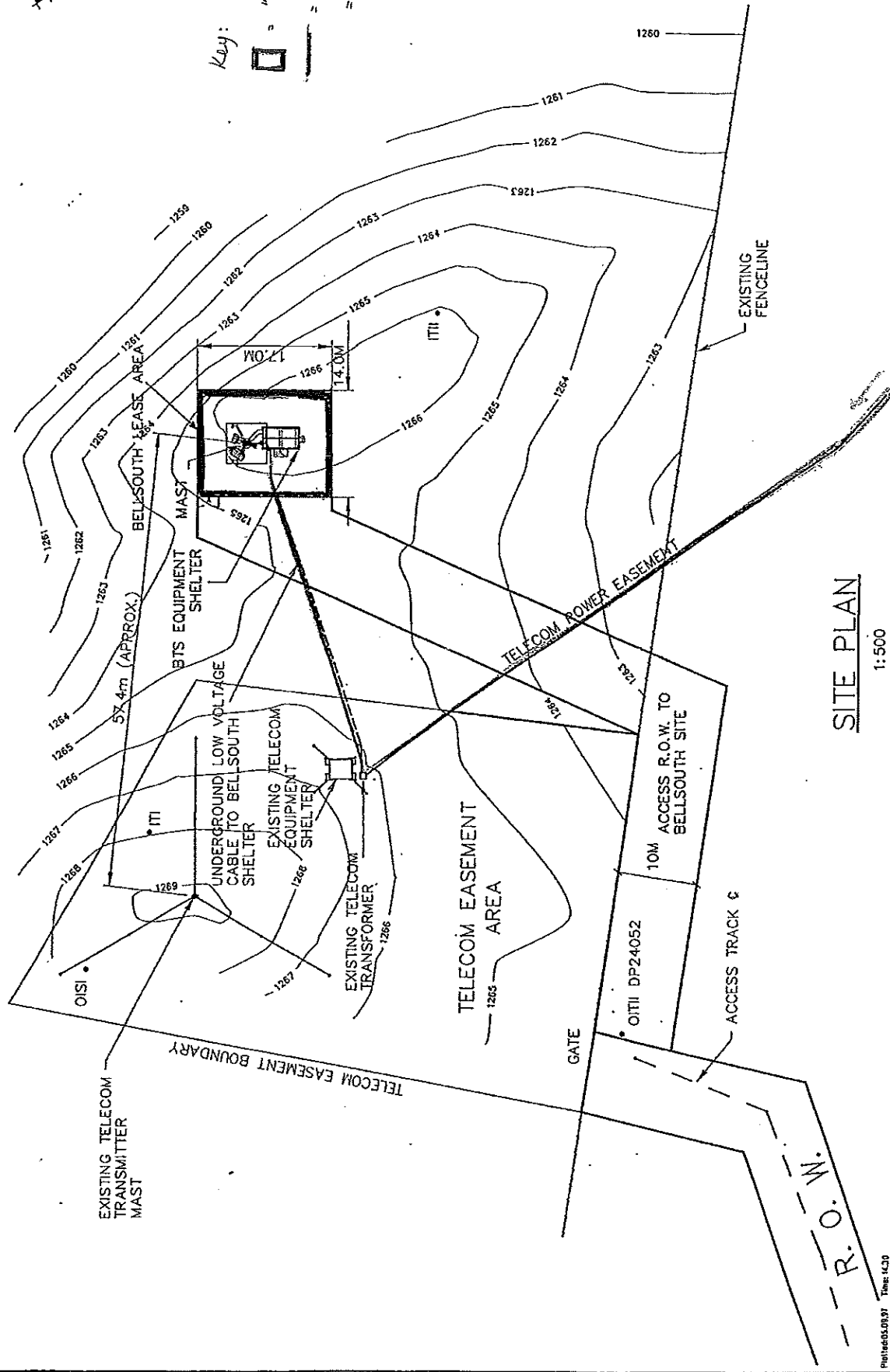
4th Floor Terrace House
90 Hercules Street
CHRISTCHURCH
NEW ZEALAND
Telephone 03 306 0821
Facsimile 03 376 0866

Submitted	Scale	Sheet
Designated	1:200	A3
Drawn	GF	also
Checked	Start Date	
Approved	17/2/97	FEB. 1997
Drawing No.	5207/05/03	Issue
		A

CAD File: E207-03



Key:
 □ = "A"
 — = "C"
 = "B"



SITE PLAN
 1:500

Checked	Drawn	Checked	Checked	Checked	Checked
Designed	Drawn	Checked	Checked	Checked	Checked
Scale	1:500	Site	A3	Start Date	FEB. 1997
Drawn	Checked	Checked	Checked	Drawn	6207/05/02
Checked	Checked	Checked	Checked	Checked	Issue
Checked	Checked	Checked	Checked	Checked	D

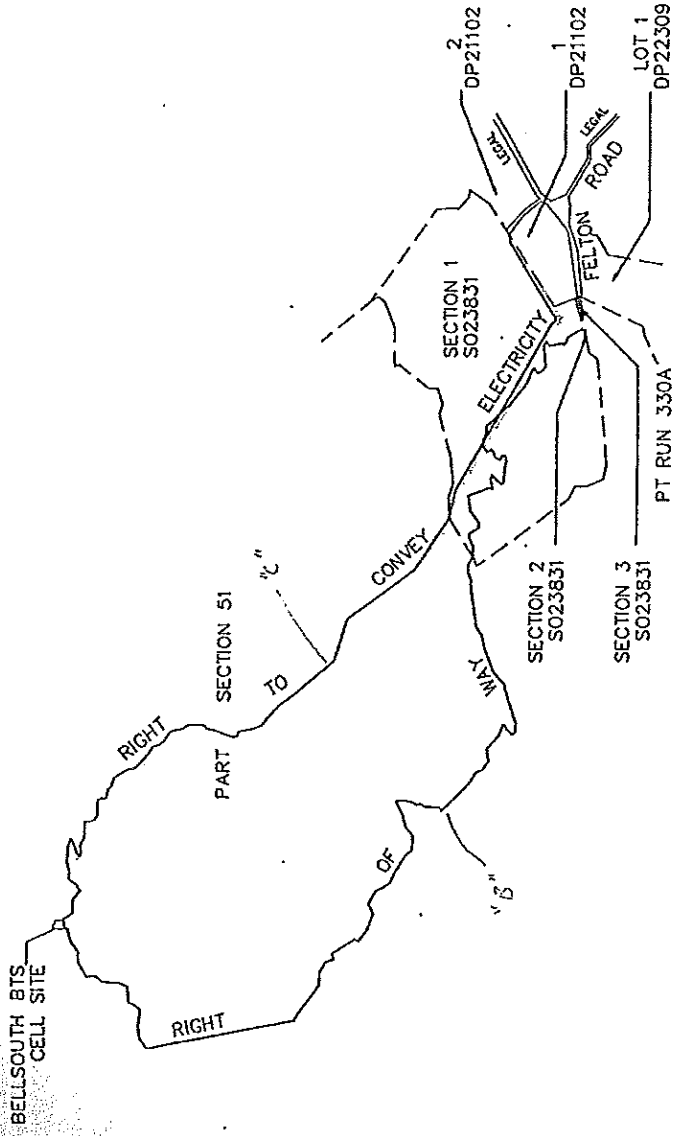
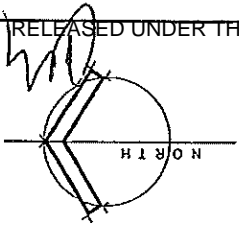
Connell Wagner
 Connell Wagner Limited
 Engineers-Surveyors-Planners-Valuers
 4th Floor Terraco House
 85 Herald Street
 CHRISTCHURCH
 NEW ZEALAND
 Telephone: 03 366 0821
 Facsimile: 03 359 9525

**MT. DIFFICULTY STATION
 CROMWELL
 Site Plan**

**Bellsouth
 BTS CELL SITE**

Issue	Comment	By	Date
D	B.S. SITE ENLARGED	C.F.	05.08.97
C	B.S. R.O.W. ADDED	C.F.	02.08.97
B	FOR CONSENT	GNW	03.37
A	FOR CONSENT	JP	17.02.97

Printed: 05.08.97 File: 1430



REFERENCE DRAWING DP24052

SCALE: 1:50000

Ref: 03.09.97 Title: 9.10

Issue	By	Date
A	CF	02.09.97
FOR INFORMATION		
Comment		

Bellsouth
BTS CELL SITE

MT. DIFFICULTY STATION
CROMWELL
POWER & ACCESS

Connell Wagner
Connell Wagner Limited
Engineers-Surveyors-Planners-Valuers

4th Floor, Terrace House
55 Herford Street
PO Box 1061
Christchurch
NEW ZEALAND
Telephone: 03 366 0821
Facsimile: 03 378 1955

Scale	AS SHOWN	A3
Designed		Issue
Drawn		Issue
Checked		Issue
Address		Issue
Drawing No.	6207/05/04	A

Execution Section

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

SIGNED for and on behalf of the
Commissioner of Crown Lands
by [] acting pursuant to a
delegated authority in the presence
of:

Witness

Occupation

Address

SIGNED for and on behalf of Kawarau Station Limited

by two of its directors:

[name of director]

[name of director]