

# **Crown Pastoral Land Tenure Review**

**Lease name: LAKE HAWEA**

**Lease number: PO 286**

## **Substantive Proposal - Part 3**

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

**August 09**

Appendix 12: Continuation of Transfer 871467.1 Easement to convey water

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DEPARTMENT OF JUSTICE

Land Registry Office  
 Private Bag  
 Dunedin Fax No. 4778-993  
 Telephone 4778-991, Ext. 131

- Officer for Inquiries:  
The Registration Receptionist

Date: 8 March 1995

Messrs Rodkins  
 Solicitors  
 PO Box 268  
 ALEXANDRA

871467/1  
 REGISTERED MAIL

**LAST NOTICE**

To the addressee of the requisition of which a copy appears hereon:

Dear Sir(s)/Mme(s)  
 Would you please note that if the said requisition is not satisfied or the instrument(s) is/are not withdrawn from registration WITHIN ONE MONTH FROM THE DATE HEREOF the instrument(s) will be returned and the fee(s) paid thereon forfeited in terms of s.43(2) of the Land Transfer Act 1952.

Yours faithfully  
 for *J Stewart*  
 DISTRICT LAND REGISTRAR DATE: 10.4.95

Dear Sir(s)/Mme(s)

**REQUISITION**

(Pursuant to s.43, Land Transfer Act 1952)

- (In any correspondence, please quote "REQUISITION" and the instrument No(s).)
- (1) The registration of the instrument(s) lodged by you in this Registry and detailed in the schedule below cannot be completed until the rectifying action requested in the said schedule has been taken.
  - (2) The Registry will be pleased to answer any queries regarding the requisition.
  - (3) Would you please ensure that the requisition is satisfied or the instrument(s) is/are withdrawn from registration WITHIN ONE MONTH FROM THE DATE HEREOF.

**SCHEDULE**

TYPE & NO. OF INSTRUMENT	PARTIES	ACTION NEEDED, PLEASE -
TE871467/1	HMQ - Rowley	Part of the second operation in this transfer i.e. the granting of easements C-D and D between the first and second parties cannot be done because both the servient and dominant tenements are owned by Lincoln University  Please clarify  Documents left in box 9.3.95

**CORRECTION OF ERRORS**

Regulation 12 of the Land Transfer Regulations 1966 reads:  
 (1) The Registrar may refuse to register any instrument containing an erasure or alteration.  
 (2) Mistakes should be corrected by deleting the words or figures written in error and writing the correct words or figures above them.  
 (3) Where any such correction, interlineation, or addition affects or could affect the interests of the persons executing the instrument, it should be initialled by those persons and by the attesting witnesses. Where it affects or could affect the interests of the persons receiving the benefit under the transaction, it should be initialled by those persons or by the solicitor acting on their behalf under the transaction, as the circumstances may warrant.

The Assistant Land Registrar who issued this requisition was  
 J MARSH

Yours faithfully

for DISTRICT LAND REGISTRAR





TO: DISTRICT LAND REGISTRAR  
LAND AND DEEDS  
DUNEDIN

FROM: ACTING CHIEF SURVEYOR  
DEPARTMENT OF SURVEY AND LAND  
INFORMATION, DUNEDIN

**PROPOSED SUBDIVISION/EASEMENT OVER**

**CT/TRANSFER 866613**  
**COMMENTS**

I recommend you reject this diagram for the following reasons:-

- 1.) That the close of easements over Section 1 and Section 17 are outside the limits as set out in the Survey Regulations.
- 2.) Amend the diagram as shown in red on the attached print. Return of the print with the amended diagram would be appreciated.

Note the qualifying statement with the approval. In this case the surveyor should sign the diagram.

The Chief Surveyor is only able to certify that the dimensions shown close in terms of the Survey Regulations and for easements A- C, are within Pt Run 236A.

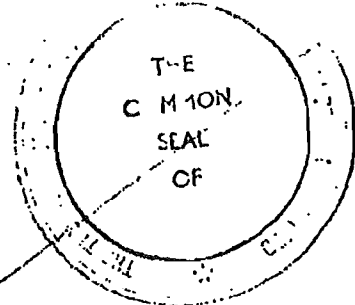
The surveyor should be seen to be taking responsibility for the fact that the easements as depicted serves the purpose of the client.

M. H. Warburton  
Acting Chief Surveyor 31/10/1994

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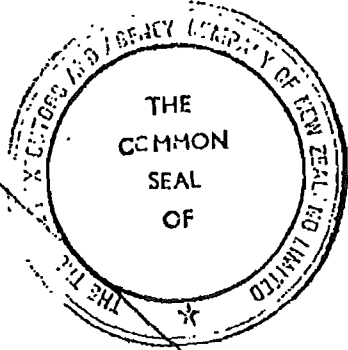
EXECUTED by the First Transferee  
THE TRUSTEES EXECUTORS AND  
AGENCY COMPANY OF NEW ZEALAND  
LIMITED by the  
presence of:

*[Signature]*  
SECRETARY  
AUTHORISED SIGNATORY



EXECUTED by the Second Transferee  
THE TRUSTEES EXECUTORS AND  
AGENCY COMPANY OF NEW ZEALAND  
LIMITED by the  
in the presence of:

*[Signature]*  
SECRETARY  
AUTHORISED SIGNATORY



~~EXECUTED by the Third Transferee~~  
~~LILIAN ALICE DRAKE~~  
in the presence of:

Party  
EXECUTED by the Fourth Transferee  
BONAR JAMES ~~XXXXXXXXXXXX~~ PEARCE ROWLEY  
in the presence of:

*[Signature]*  
Wairaka Party

*[Signature]* B.P. Rowley

Party  
EXECUTED by the Fifth Transferee  
BONAR JAMES ~~XXXXXXXXXXXX~~ PEARCE ROWLEY +  
JEREMY ROBERT ROWLEY, THOMAS MATHEW ROWLEY  
~~THOMAS MATTHEW ROWLEY~~ ~~XXXXXXXXXXXX~~  
in the presence of:

*[Signature]*  
Wairaka

*[Signature]* B.P. Rowley

*[Signature]* John Rowley

22hg\docs\h.325

EXECUTED by JEREMY ROBERT ROWLEY ✓  
as a Fifth Transferee in the  
presence of:- Party

*[Signature]* Rowley

*[Handwritten notes]*  
A N Buck  
format  
garbe J.P.



Party

AND IN CONSIDERATION of the sums of \$0.10 each paid to the First ~~Transferee~~ Party by each of:

- 1. ~~The Second Transferee Party~~
- 2. ~~The Third Transferee~~
- 3. The Fourth ~~Transferee~~ Party
- 4. The Fifth ~~Transferee~~ Party

The First ~~Transferee~~ Party ~~transfers~~ and grants to the Second ~~Transferee~~ Party and also (as separate grants) to the Third, Fourth, and Fifth ~~Transferees~~ Parties:

- 1. The Perpetual Right to Convey Water across or under the land described in Schedule B along a pipeline between the point marked C on the plan and the point marked D' on the plan.
- 2. The Perpetual Right to Store Water on the land described in Schedule B in a storage tank at the point marked D on the plan.
- 3. The Perpetual right to enter upon the land in Schedule B to inspect repair cleanse dig up alter enlarge renew replace the pipelines and storage tank and generally do anthing necessary or convenient for the full exercise of the rights granted.

AND IN CONSIDERATION of the sums of \$0.10 each paid to the First ~~Transferee~~ Party by each of:

- 1. The Fourth ~~Transferee~~ Party
- 2. The Fifth ~~Transferee~~ Party

The First ~~Transferee~~ Party ~~transfers~~ and grants to the Fourth ~~Transferee~~ Party and also (as a separate grant) to the Fifth ~~Transferee~~ Party:

- 1. The Perpetual Right to Convey Water across or under the land described in schedule B along a pipeline between the point marked D" on the plan and the point marked G on the plan.
- 2. The Perpetual right to enter upon the land in Schedule B to inspect repair cleanse dig up alter enlarge renew replace the pipelines and storage tank and generally do anthing necessary or convenient for the full exercise of the rights granted.

AND IN CONSIDERATION of the sums of \$0.10 each paid to the Fourth ~~Transferee~~ Party by the Fifth ~~Transferee~~ Party, the Fourth ~~Transferee~~ Party ~~transfers~~ and grants to the Fifth ~~Transferee~~ Party

- 1. The Perpetual Right to Convey Water across or under the land described in Schedule E along a pipeline between the point marked G on the plan and the point marked H on the plan.

Vertical text on the right margin, possibly a scanning artifact or reference code.



2. The Perpetual right to enter upon the land in Schedule E to inspect repair cleanse dig up alter enlarge renew replace the pipelines and storage tank and generally do anthing necessary or convenient for the full exercise of the rights granted.

And each of the parties covenant with each of the others as follows:

1. The costs of renewing, repairing and maintaining:
  - a. The pipeline between the points marked A and B on the plan, and
  - b. The storage tank at the point marked B on the plan, and
  - c. The pipeline between the points marked B and C on the plan
 shall be borne and paid equally by each of the parties.
2. The costs of renewing, repairing and maintaining:
  - a. The pipeline between the points marked C and D' on the plan, and
  - b. The storage tank at the point marked D on the plan shall be borne and paid equally by the First, Second, ~~Third~~, Fourth and Fifth ~~Transferees~~. Parties
3. The costs of renewing, repairing and maintaining the pipeline between the points marked D" and G on the plan shall be borne and paid equally by the First, Fourth and Fifth ~~Transferees~~. Parties
4. The costs of renewing, repairing and maintaining the pipeline between the points marked G and H on the plan shall be borne and paid equally by the Fourth and Fifth ~~Transferees~~. Parties
5. The several rights and obligations hereby created shall enure to the benefit of and shall bind the appropriate party and his respective executors administrators and assigns.

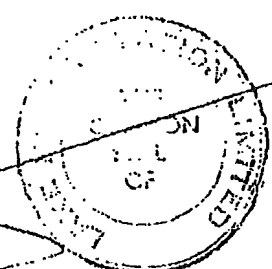
DATED this 13<sup>th</sup> day of October

1992.

~~EXECUTED by the Transferor  
LAKE HAWEA STATION LIMITED  
by the affixed of its common  
seal in the presence of:~~

~~John Hardy~~

~~Handwritten signature~~



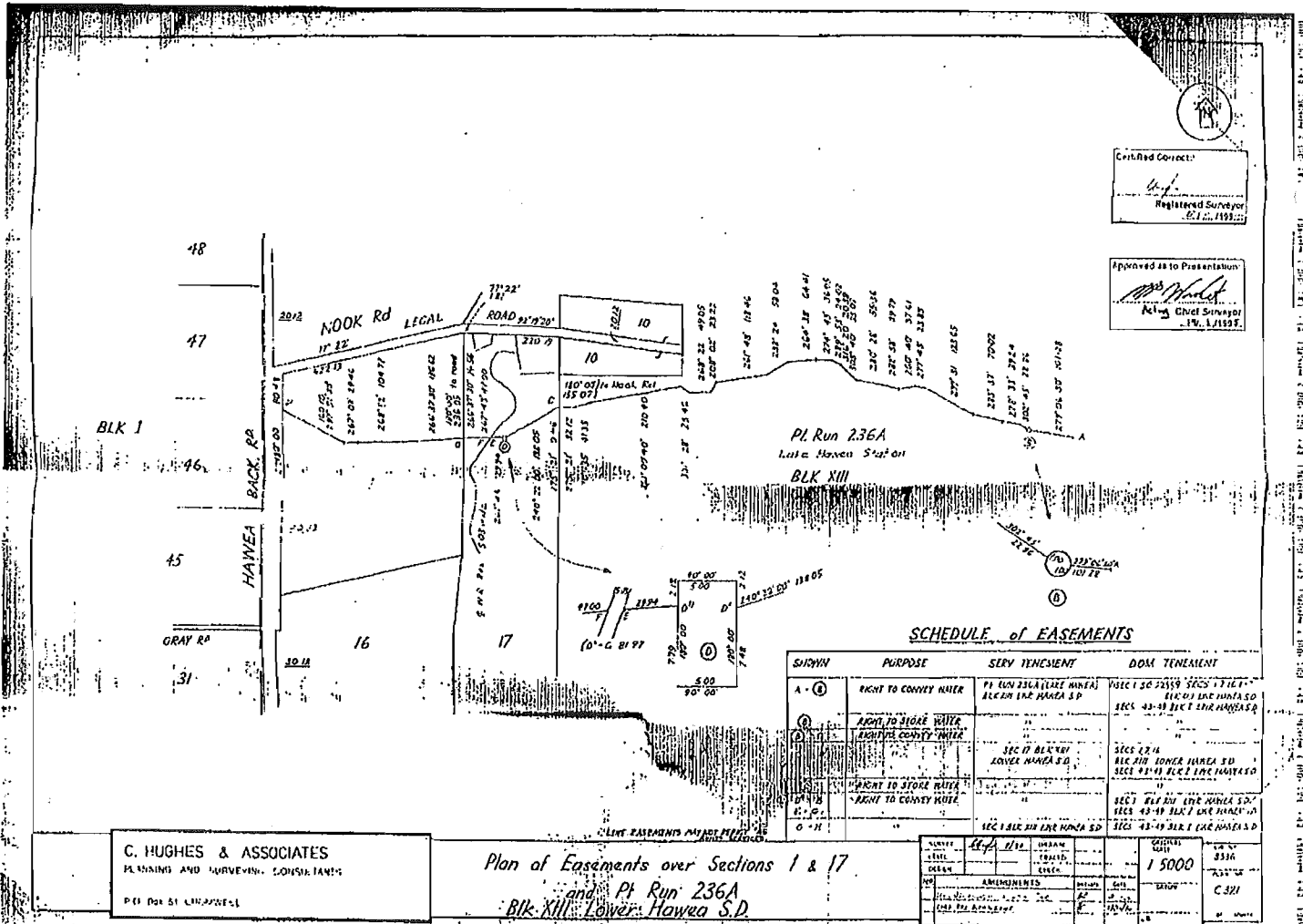
22hg/docs/h.325

EXECUTED by ~~XXXXXXXXXX~~ Lessor  
Signed for and on behalf  
of Her Majesty the Queen  
by the Commissioner of Crown Lands  
in the presence of:

~~Bullen~~  
Pastoral Administration Officer  
Department of Survey and Land Information  
Wellington

Handwritten signature





Certified Correct:  
*[Signature]*  
 Registered Surveyor  
 E.I.C. 1199

Approved as to Presentation  
*[Signature]*  
 Chief Surveyor  
 14. 1. 1997

**SCHEDULE OF EASEMENTS**

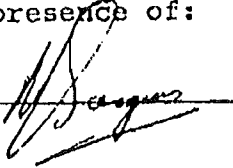
SUBJECT	PURPOSE	SERVIENT TENEMENT	DOMINANT TENEMENT
A - ①	RIGHT TO CONVEY WATER	PT RUN 236A (LAKE HAVEN) ALONG THE HAWEA S.D.	SECS 1 & 2 2359 SECS 17 & 18 2360 LAKE HAVEN S.D. SECS 43-49 BLK I LAKE HAVEN S.D.
②	RIGHT TO STORE WATER	LAKE HAVEN S.D.	SECS 17 & 18 2360 LAKE HAVEN S.D.
③	RIGHT TO STORE WATER	LAKE HAVEN S.D.	SECS 17 & 18 2360 LAKE HAVEN S.D.
④	RIGHT TO CONVEY WATER	LAKE HAVEN S.D.	SECS 17 & 18 2360 LAKE HAVEN S.D.
⑤	RIGHT TO CONVEY WATER	LAKE HAVEN S.D.	SECS 17 & 18 2360 LAKE HAVEN S.D.
⑥	RIGHT TO CONVEY WATER	LAKE HAVEN S.D.	SECS 17 & 18 2360 LAKE HAVEN S.D.

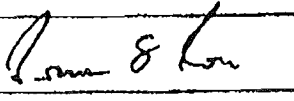
**C. HUGHES & ASSOCIATES**  
 PLANNING AND SURVEYING CONSULTANTS  
 P.O. Box 51 LAKEHURST

Plan of Easements over Sections 1 & 17  
 and Pt Run 236A  
 BLK XIII Lower Hawea S.D.

Scale: 1:5000  
 Date: 14. 1. 1997  
 Drawing No: C 321

Executed by the first and second transferee party  
The Common Seal of )  
LINCOLN UNIVERSITY )  
was hereunto affixed )  
in the presence of: )





RECEIVED BY THE OFFICE OF THE ATTORNEY GENERAL ON 11/11/1988

Correct for the purposes of the Land Transfer Act.

*[Handwritten Signature]*

Solicitor for Transferee

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Solicitor for the Transferee

Particulars entered in the Register at the date and at the time recorded below.

District Land Registrar  
Assistant of the District of Otago

~~TRANSFER~~

~~DEED OF EASEMENT~~

TRANSFER

9.27.07.DEC94 8714671/13  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR  
A2/1254 6A/980  
11A/1213 108/1327  
66/75



~~LAWYER~~  
ANDERSON LLOYD  
SOLICITORS  
DUNEDIN, QUEENSTOWN, WANAKA  
NEW ZEALAND

THE CAXTON PRESS, CHRISTCHURCH

**Appendix 13: Telecom Mobile Limited Easement**

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COPY

HER MAJESTY THE QUEEN

and

TELECOM MOBILE LIMITED

---

**DEED OF EASEMENT**  
*(General Easement)*

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McVEAGH FLEMING  
SOLICITORS  
AUCKLAND

DEED OF EASEMENT  
(General easement)

Date: 26 July 2005

PARTIES

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

BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

1.1 DEFINITIONS

In this deed,

"Commencement Date" means the 1st day of February 2004;

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

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

"Grantee" includes the Grantee's servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee;

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

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

"Line" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication and includes any pole, mast,



transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to Telecommunication, and includes any part of a Line, and includes "existing lines" as defined by the Telecommunications Act 2001 and its amendments;

"Pastoral Lease" means pastoral lease in Part Run 236 and Part Run 236A and Section 3 Block XV Lower Hawea Survey District and recorded in Certificate of Title OTA2/1254 (Otago Registry) and as is more particularly delineated in the plan drawn thereon;

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

"Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose of or in relation to or in any way connected with telecommunication and includes "existing works" as defined in the Telecommunications Act 2001 and its amendments.

## 1.2 Construction

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

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

## 2. GRANT OF RIGHTS

- 2.1 The Grantor hereby grants to the Grantee, for a term of 19 years 364 days commencing on the Commencement Date and (subject to clause 12) expiring on 30 January 2024, pursuant to section 60 of the Land Act 1948, the following easements in gross:

- 2.1.1 the right to construct, install and maintain Works on that part of the Easement Land marked "A" on the plan in the Second Schedule and to use the Works for the purposes of Telecommunication without interruption or impediment;

- 2.1.2 the right to lay and maintain Lines in and under, or as the case may be on and over, the soil of those parts of the Easement Land marked "A", "B" and "C" on the plan in the Second Schedule and to use such Lines for the purposes of Telecommunication without interruption or impediment;
- 2.1.3 the right to lay and maintain electricity cables in and over, the soil of those parts of the Easement Land marked "B" on the plan in the Second Schedule and use such electricity cables for the purposes of conveying electricity without interruption or impediment;
- 2.1.4 the right for the Grantee to enter upon, go, pass and repass by vehicle, air or foot over the Easement Land marked "B" and "C" on the plan in the Second Schedule (and such part of the Grantor's Land immediately adjoining the Easement Land as may reasonably be necessary to exercise the rights in this clause, provided that the Lessee's consent is first obtained) with or without vehicles, laden or unladen and with materials, machinery and implements from time to time and at all times and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or altering and renewing any Lines or Works or any part thereof and of opening up the soil of the Easement Land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Grantor's Land.

### 3 CONSIDERATION

- 3.1 In consideration of the grant of easements in this Deed:
- 3.1.1 the Grantee has paid the Grantor the sum of \$10,200.00 plus GST (receipt of which is acknowledged by the Grantor), and
- 3.1.2 the Grantee shall duly observe the obligations imposed on it under this Deed.

### 4 PAYMENT OF COMPENSATION TO LESSEES

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

### 5 OBLIGATIONS OF THE GRANTEE

- 5.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:
- 5.1.1 The Grantee shall when on the Easement Land:
- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;

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

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

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

## 6 OBLIGATIONS OF THE GRANTOR

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

## 7 ACCESS TRACK

- 7.1 The Grantee shall maintain at its own expense the existing access track over the part of the Easement Land area marked "C" on the plan in the Second Schedule to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.

## 8 OWNERSHIP OF LINES AND WORKS

- 8.1 All Lines and Works placed on the Easement Land by the Grantee for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Easement Land.
- 8.2 The Grantee shall, on the expiry of the term or sooner determination of the rights created by this Deed, remove all Lines and Works from the Easement Land within one month and will restore the Grantor's Land to the condition that it was in at the commencement of this Deed.
- 8.3 In determining whether the Grantee has restored the Grantor's Land to the condition that it was in at the commencement of this Deed, the Grantor will take into account any changes since the Commencement Date in that part of the Grantor's Land where the Easement Land is located, and any other factors affecting the physical state of the Grantor's Land.
- 8.4 If the Grantee has not taken the steps set out in clause 8.2 within the specified time frame, the Grantor may remove all Lines and Works from the Easement Land and restore the Grantor's Land to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

## 9 COSTS

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

## 10 INDEMNITY

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

## 11. GRANTOR'S LIABILITY EXCLUDED

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

## 12 TERMINATION

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

## 13 REGISTRATION

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

## 14 DELEGATION

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

## 15 DISPUTES

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

16 NOTICES

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

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

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

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

17 SEVERABILITY

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

18 TELECOMMUNICATIONS ACT 2001

18.1 Nothing in this Deed shall be construed to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Telecommunications Act 2001 or any statutory amendment or re-enactment thereof.

19 PROPERTY LAW ACT 1952

19.1 The covenants implied in certain rights of way as contained in the Ninth Schedule of the Property Law Act 1952 are hereby expressly excluded.

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

SIGNED by the Commissioner of Crown Lands pursuant to the Land Act 1948 in the presence of:

*Kirsten Hume*  
Kirsten Hume  
Portfolio Manager  
Private Box 5501 Wgtn



REBECCA JANE GILLESPIE

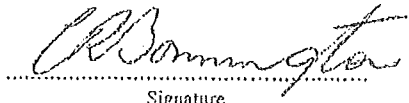
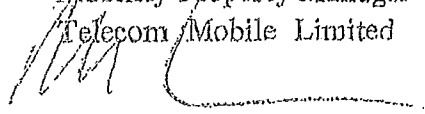
For and on behalf of  
Her Majesty the Queen  
and acting pursuant to  
delegated authority

*[Handwritten mark]*

SIGNED for and on behalf of TELECOM MOBILE LIMITED  
on the 5 day of February 2005 by two of its Attorneys:  
and

Mark Robert Larsen  
Mobility Property Manager  
Telecom Mobile Limited

Craig Ritchie Bonnington  
Assistant Property Manager  
Telecom Mobile Limited

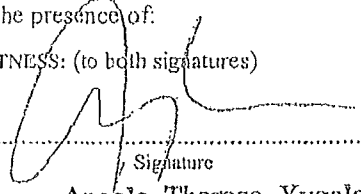


Signature

Signature

in the presence of:

WITNESS: (to both signatures)



Angela Therese Xygalas  
Acquisition Project Manager  
Wellington

Signature

Name:  
Occup:  
Address:

CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

We:

and

Mark Robert Larsen  
Mobility Property Manager  
Telecom Mobile Limited

Craig Ritchie Bonnington  
Assistant Property Manager  
Telecom Mobile Limited

hereby severally certify:

1. That by a Power of Attorney dated 27 September 2000 copies of which are deposited in the Land Titles Offices at:

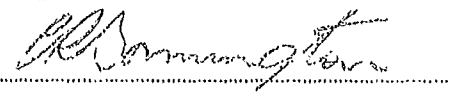
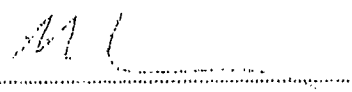
Auckland	as No D547032.1	Napier	as No 708008.1	Hokitika	as No 115150.1
Hamilton	as No B629113.1	Wellington	as No B805248.1	Christchurch	as No A476747.1
Gisborne	as No 230993.1	Nelson	as No 401448.1	Dunedin	as No 5010062.1
New Plymouth	as No 474179.1	Blenheim	as No 214404.1	Invercargill	as No 276290.1

Telecom Mobile Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Mobility Property Manager, Telecom Mobile Limited; each Assistant Property Manager, Telecom Mobile Limited.

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

SIGNED at Wellington  
this 5 day of FEB 2005

SIGNED at Wellington  
this 5 day of FEB 2005



FIRST SCHEDULE

1. GRANTOR'S LAND

Part Run 236 and Part Run 236A. and Section 3 Block XV Lower Hawea Survey District as comprised and described in Certificate of Title OTA2/1254 (Otago Registry)

2. GRANTOR'S ADDRESS

Land Information New Zealand  
Lambton House  
110 Lambton Quay  
Wellington

Attention: The Commissioner of Crown Lands

3. GRANTEE'S ADDRESS

Telecom Centre  
LAU4 (TCTS12)  
49-55 Tory Street  
(P O Box 293)  
Wellington

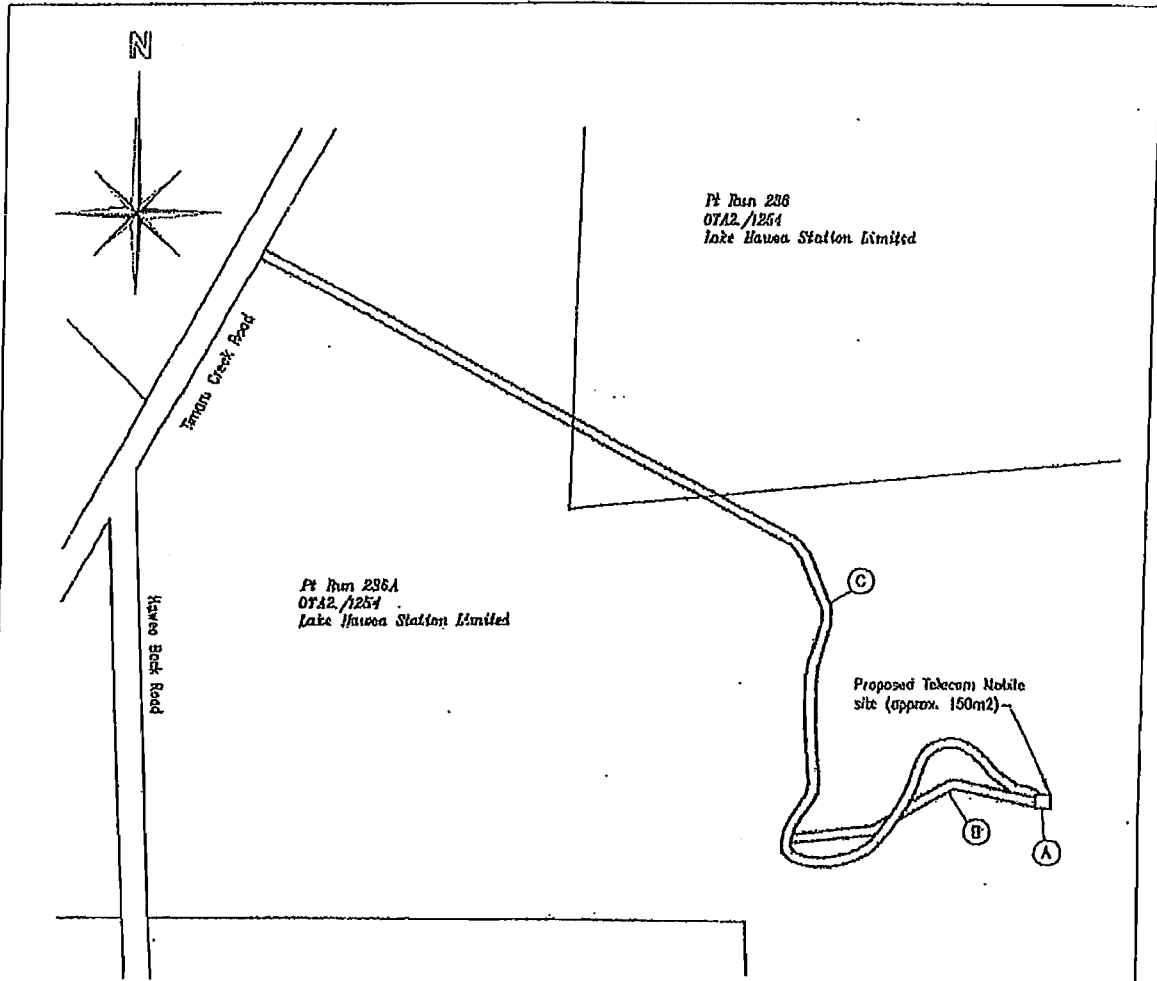
Attention: The Manager  
Network Estates  
(or such other person as the Grantee may hereafter advise in writing to the Grantor)

*JB*

*Am*



SECOND SCHEDULE



PROPOSED EASEMENTS			
SHOWN	PURPOSE	SERVIENT TENEMENT	GRANTEE
(A)	Telecommunications	Pt Run 236/236A OTA2/1254 Lake Hawea Station Limited	Telecom Mobile Limited
(B)	Telecommunications Electricity		
(C)	Telecommunications Access		

- Details Shown are indicative only and are subject to final survey, design and construction.



**Christchurch  
CIVIL ENGINEERING**

PO Box 1482  
Christchurch, New Zealand

Tel: (03) 365 1530  
Fax: (03) 365 7858

INTERNATIONAL  
CONSULTANTS

TITLE: TELECOM MOBILE LIMITED  
LAKE HAWEA MOBILE PHONE SITE  
TIMARU CREEK ROAD, LAKE HAWEA, OTAGO

PROPOSED EASEMENTS

This drawing and its contents are the property of  
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employment or reproduction, in full or in part, is forbidden.

JOS 6/2275/2	CODE 5602	SHRST 1
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SCALE: 1:5000	PLOT DATE: 16/01/04	FILE DXF08	CAD FILE DXF082	REVISION
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11  
11

**Execution Section**

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

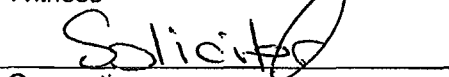
**SIGNED by**

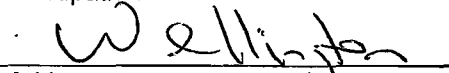
Brian John Usherwood

for the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:



  
Witness

  
Occupation

  
Address

**SIGNED by Lake Hawea Station Limited** in the presence of:

\_\_\_\_\_

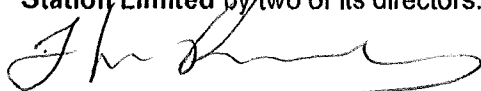
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

OR

**SIGNED for and on behalf of Lake Hawea Station Limited** by two of its directors:



\_\_\_\_\_  
name of director  
THOMAS MATTHEW ROWLEY

\_\_\_\_\_  
name of director  
ADRIENNE MARY REISLEY