

Crown Pastoral Land Tenure Review

Lease name : LOWBURN VALLEY

Lease number : PO 256

Land Status Report

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

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

This report is an addendum of the Land Status Report of 13 December 2001 (File: CON/50231/09/12532/A-ZNO-01) and has been prepared on the instruction of Land Information New Zealand dated 6 August 2010, in terms of Contract 50438 dated 1st April 2008 and undertaken for the purposes of the Crown Pastoral Leases Act 1998.

LAND STATUS REPORT ADDENDUM for Lowburn Valley		LIPS Ref: 12532
Pastoral Lease		
PROPERTY	1 of 1	

Land District	Otago
Legal Description	Part Run 634
Area	5814.1920 hectares
Status	Crown Land under the Land Act 1948 subject to Pastoral Lease P256
Instrument of Lease	Computer Interest Register OTA2/1222 registered under Section 83 Land Act 1948
Registered Interests	<p>Subject to:</p> <ul style="list-style-type: none"> • 756347 Transfer creating an easement in gross over the area 'A' on SO 20732 to the Lowburn Curling Club Inc. • 5004320.1 Certificate under s417 Resource Management Act 1991 (Mining Certificate). • 5035181.1 Certificate under s417 Resource Management Act 1991 (water race). • 7205364.1 Certificate under s417 Resource Management Act 1991 (water race). • 8493630.1 Deed of Easement affecting the fee simple estate of Her Majesty the Queen being a right of way, right to convey electricity and a right to convey telecommunications over the area 'A' on SO 20732 embodied in Register 523230. • Part IVA Conservation Act 1987.
Mineral Ownership	<p>The Land Status Report of 13 December 2001 states:</p> <p>"Mines and minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase."</p>
Statute	Land Act 1948 & Crown Pastoral Land Act 1998.

Data Correct as at	9 August 2010
Certification Attached	Yes

Prepared by Crown Accredited Supplier	The Property Group Limited
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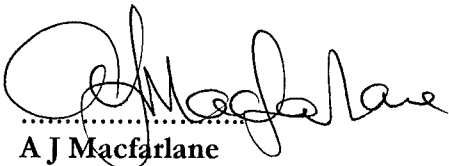
NOTES: This information does not affect the status of the land but was identified as possibly requiring further investigation as part of the information required for Appendix A LINZS45003.

- The changes since the Land Status Report of 13 December 2001 are the discharge of Compensation Certificate 604484, the addition of the Part IV Conservation Act 1987 memorial, registration of the s417 Resource Management Act 1991 Certificate 7205364.1 (water race), and the creation of the easements by Deed of Easement 8493630.
- See the Notes attached to the Land Status Report of 13 September 2002 for further comments on this lease. No attempt has been made to ascertain the accuracy or currency of those comments, although it is noted that there is no provision for compensation for the creation of marginal strips.

CERTIFICATION

Report to the Commissioner of Crown Lands, or his delegate, for the acceptance of Status Investigation for LOWBURN VALLEY Pastoral Lease.

1. I, Ashley John Macfarlane of The Property Group Limited, certify that the status report addendum enclosed for certification is in order for signature.
2. In giving this certification I, Ashley John Macfarlane of The Property Group Limited, undertake that the status report addendum has been completed in compliance with all relevant policy instructions and Standards and Guidelines, including NZS45000.



.....
A J Macfarlane
Senior Property Consultant



.....
Tony Fraser
Project Manager

**LOWBURN VALLEY PASTORAL LEASE
LAND STATUS ADDENDUM**

APPENDICES

**APPENDIX ONE - Current Historical Computer Interest Register Search
Copies**

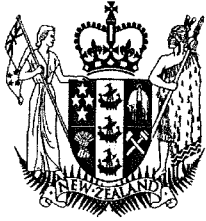
APPENDIX TWO – Land Status Report Mapping

APPENDIX THREE – Current Interests & Other Relevant Documents

APPENDIX FOUR – Survey Plans

APPENDIX ONE

Current Historical Computer Interest Register Search Copies



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



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier **OTA2/1222**
Land Registration District **Otago**
Date Registered 02 November 1960 02:26 pm

Part-Cancelled

Prior References
OT336/49

Type	Lease under s83 Land Act 1948		
Area	5820.2623 hectares more or less	Term	33 years commencing on the first day of July 1960 and renewed for a further period of 33 years commencing on the 1/7/1993

Legal Description Run 634

Proprietors
Lowburn Station Limited

Interests

Subject to Part IVA Conservation Act 1987

229414 Surrender of within Lease as to part coloured red on plan hereon (15 acres) - 1.2.1961 at 11.02 am

756347 Transfer creating the following easements in gross - 13.6.1990 at 9.17 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Access	Run 634 - herein	A SO 20732	Lowburn Curling Club Incorporated	

836519 Renewal of the term of the within Lease for a period of 33 years commencing 1/7/1993 and fixing (for the first 11 years) the annual rent at \$3,300 calculated on a rental value of \$220,000 - 18.8.1993 at 9.19 am

856916.2 Variation of within Lease - 31.5.1994 at 11.56 am

5004320.1 Mining Certificate 1922 Cromwell and BR 7119 Cromwell Registry pursuant to Section 417 Resource Management Act 1991 to Kevin Jackson Holdings Ltd, Charles Hughes and Jean Hughes - 26.6.2000 at 9:00 am

5035181.1 Certificate pursuant to Section 417 Resource Management Act 1991 to (now) Florence Anne McAuley, Lawrence John McAuley, Mark Edwin Hely, The Ripponvale Settlers Association and Christine Winifred Hely and to SG & RD Manson Limited in shares - 11.4.2001 at 9:28 am

6069113.2 Variation of within Lease - 7.7.2004 at 9:00 am

6069113.4 Mortgage to ASB Bank Limited - 7.7.2004 at 9:00 am

7205364.1 Certificate pursuant to Section 417 Resource Management Act 1991 to Claire Alice Davis, Murray Neil Frost, Alfred Nicholas Kagan, Fraser Robert Goldsmith, Anne Caroline Villiers, Judith Anne Kagan and Jack Noble Davis - 25.1.2007 at 9:00 am

8493630.1 Deed of Easement affecting the fee simple estate of Her Majesty the Queen being a right of way, right to convey electricity and a right to convey telecommunications and computer media over part marked A on SO 20732 under Section 60 Land Act 1948 embodied in Register 523230 - 14.5.2010 at 9:00 am

EQUIVALENT METRIC

AREA IS 5814.1920 ha

by transmission 758984/1 to Brian James Charles of Cromwell Farmer - 18.7.1990 at 9.44am

Jumavett

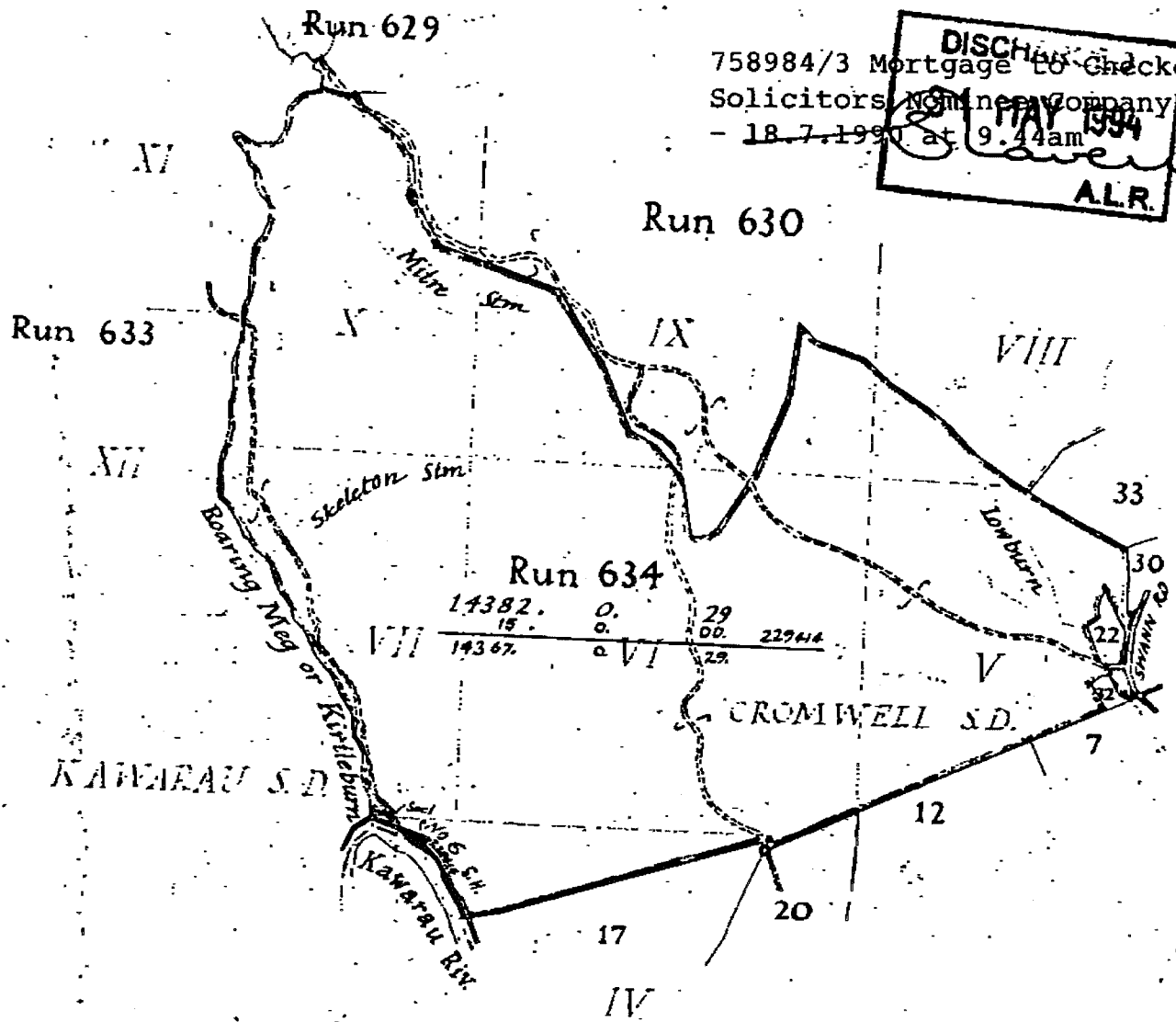
A.L.R.

758984/3 Mortgage to Chicketts McKay Solicitors Nominee Company Limited - 18.7.1990 at 9.44am

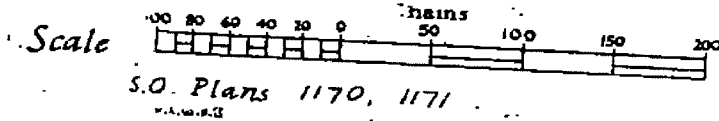
DISCHARGED
MAY 1994
A.L.R.

Jumavett

A.L.R.



Folio 1177



Identifier

OTA2/1222

am

8493630.1 Deed of Easement affecting the fee simple estate of Her Majesty the Queen being a right of way, right to convey electricity and a right to convey telecommunications and computer media over part marked A on SO 20732 under Section 60 Land Act 1948 embodied in Register 523230 - 14.5.2010 at 9:00 am

Issued as a Renewal of [an in-lieu-of] Lease

registered in Vol. 336 fol. 49

NEW ZEALAND

2-NOV-1960

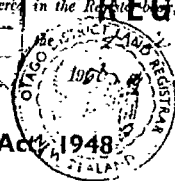
Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT.

[L. and S. B. 4

O.T.A.G.O.

LAND DISTRICT

REGISTER



day of November 1960
Land Registrar.

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Pastoral Lease of Pastoral Land under the Land Act, 1948 No. P.256

This Deed, made the first day of March one thousand nine hundred and sixty between His Majesty the Queen (who, with his heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and JAMES WILLIAM DUNNELEY BROWN (who, with his executors, administrators, and permitted assigns, is hereinafter referred to as "the Lessee"), of the other part, in the Dominion of New Zealand, that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL those pieces or parcels of land containing by admeasurement 14,382 acres 29 rods and 29 perches, a little more or less, situated in the Land District of Otago, and being Run 634, Cromwell Survey District

See diagram on separate sheet

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July one thousand nine hundred and sixty together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and sixty. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of two hundred and seventy pounds (£ 270.-.-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinbefore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Destruction Act, 1925.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy, and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Nasseffa Tussock Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 50 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

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(d) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.

(e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,--

- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
- (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
- (iii) Plough and sow in grass any portion of the said land;
- (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
- (v) Surtax sow in grass any portion of the said land;

Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.

(f) THAT the Lessee shall, at the expiration of the lease, leave the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the carrying capacity of the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~sheep on a basis of a count of one for a day sheep and one and a half for breeding ewes~~.

** See below.

(g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied in the settlement of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.

(4) THAT these presents are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago

, on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of--

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of--

Witness: [Signature]
Occupation: [Signature]
Address: [Signature]

[Signature]
Lessee

1000/40-100

(f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 3520 including not more than 1540 breeding ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

(1) THAT the Crown shall have full right to cut new water races or carry water in old races through any Run or any Section without being liable for compensation or being held responsible for damage done.

[Signature]
Commissioner of Crown Lands

[Signature]
Lessee

22 9/14 Surrender of within lease as to part
calculated and on Alan Brown (15 acres)
Approved 12/11/61 at 11.2 am

281820 Transfer of a 1/2 share to Vincent John Brown of Cromwell Sheepfarmer - 8.2.1965 at 10.45 am
A.L.R.

DISCHARGED
- 8 AUG 1973
[Signature]
A.L.R.

281821 Mortgage of his 1/2 share Vincent John Brown to Cecil Bentran Brown - 8.2.1965 at 10.46 am
A.L.R.

Witness:
[Signature]
47 Brunsvick St
Cromwell

340803 Transmission of Mortgage 281821 to Ian Terence Quigley as Executor entered 16.5.1969 at 11.2 am

[Signature]
A.L.R.

CERTIFIED a true copy of C.T. 424/10 except as to colour and scale (Sheet 1 of two sheets - for plan see sheet 2)
[Signature]
A.L.R.

322374 Transmission of the interest of James William Donnelly Brown to Mary Melville Brown of Lowburn, Widow, Vincent John Brown of Lowburn, Farmer and William Russell Brown of Lowburn, Farmer as executors entered 14.12.1967 at 10 am
[Signature]
A.L.R.

CERTIFIED a true copy of C.T. 424/10 except as to colour and scale (Sheet 2 of two sheets - for memorials see Sheet 1) *J. J. R.*

REGISTER

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EQUIVALENT METRIC

AREA IS 5814.1920 ha

758984/2 Transfer of the share acquired by Transmission 758984/1 to Brian James Challis of Cromwell Farmer - 18.7.1990 at 9.44am

Jumavett

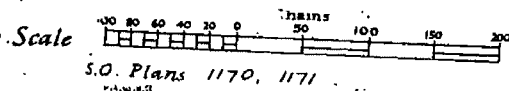
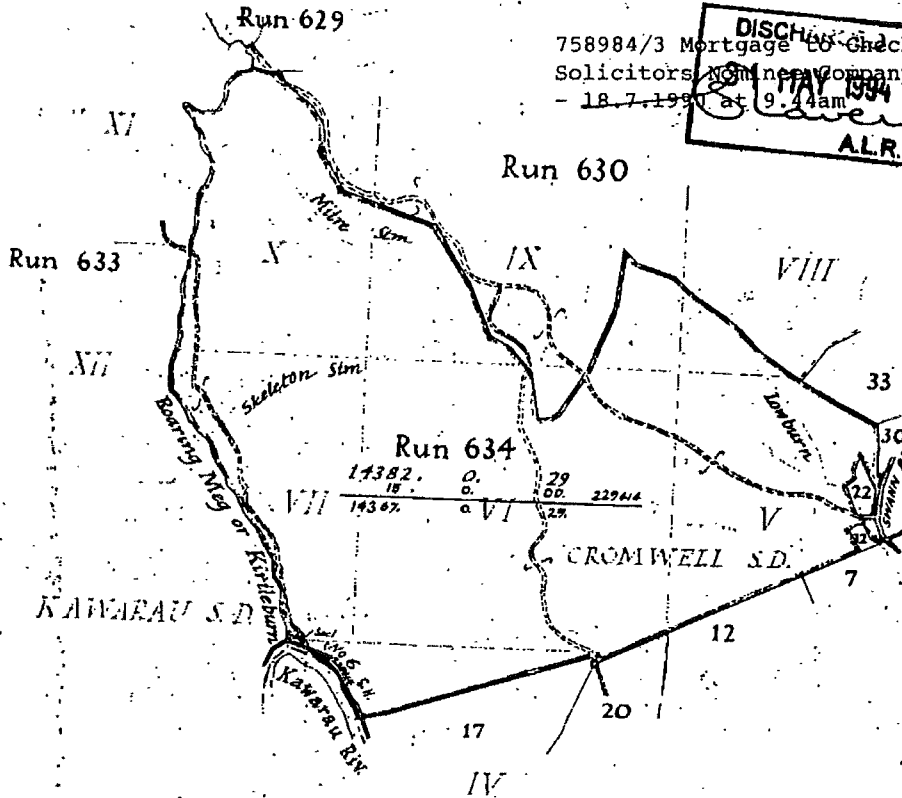
A.L.R.

758984/3 Mortgage to Chicketts McKay Solicitors (New Zealand) Company Limited - 18.7.1990 at 9.44am

DISCH. 17 MAY 1994
Jumavett
A.L.R.

Jumavett

A.L.R.



604484 Compensation Certificate pursuant to Section 19 Public Works Act.1981 - 2.11.1983 at 2.38 pm

J. J. R.
A.L.R.

836519 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1/7/1993 and fixing (for the first 11 years) the annual rent at \$3,300.00 calculated on a rental value of \$220,000.00 - 18.8.1993 at 9.19am

Jumavett
A.L.R.

756347 Transfer being a grant of an access easement in gross over part of the within land shown marked "A" on S.O. 20732 in favour of the Lowburn Curling Club Incorporated - 13.6.1990 at 9.17am

Jumavett
A.L.R.

758984/1 Transmission of the 1/2 share of Mary Melville Brown, Vincent John Brown and William Russell Brown to Vincent John Brown and William Russell Brown both abovenamed as Survivors - 18.7.1990 at 9.44am

Jumavett
A.L.R.

856916/2 Variation of the with lease - 31.5.1994 at 11.56am

Jumavett

A.L.R.

856916/3 Transfer to Hillyard Holdings Limited a duly incorporated Company having its registered office at Dunedin - 31.5.1994 at 11.56am

Jumavett

A.L.R.

over...

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856916/4 Mortgage to Albert Allco & Sons
Securities Limited - 31.1.1995 at 11.56am

DISCHARGED
31 JAN 1995
A.L.R.

[Signature]
A.L.R.

866927 Mortgage to Wrightson Farmers
Finance Limited - 31.1.1995 at 11.17am

DISCHARGED
31 JAN 1995
A.L.R.

[Signature]
A.L.R.

874636/3 Mortgage to Trust Bank Otago
Limited - 31.1.1995 at 9.46am

of balance
17 JUN 1995
A.L.R.

[Signature]
A.L.R.

926287 Transmission to Lake District Trust
Limited - 12.3.1997 at 3.08pm

[Signature]
A.L.R.

949492.2 Transfer to Donald Alan Young

949492.3 Mortgage to Bank of New
Zealand
all 17.6.1998 at 9.12

[Signature]
for DLR



APPENDIX TWO

Land Status Report Mapping

APPENDIX THREE

Current Interest and Other Relevant Documents

INL 278

Checketts McKay
Lawyers Central Otago

756347

Cromwell Office:
Address 35 The Mall, Cromwell.
Post P.O. Box 184, Cromwell, New Zealand.
DX 17752
Phone (03) 445-0026
Fax (03) 445-1650
Trust Account BNZ 020916 0007675 00
G.S.T. Number 30-317-955

31 May 1990

Alan McKay

The District Land Registrar
Land Registry Office
Private Bag
DUNEDIN

Dear Sir

ENCLOSED REGISTRATION - DAVIS - BROWN - LOWBURN CURLING CLUB

We return herewith the abovementioned registration.

We have not expanded the nature of the easement in the operative clause as requested as we felt that it did in fact give an accurate description of what was required.

If you believe this is still a problem we would be grateful, if when rejecting the documents, you could give us a name of someone we can discuss the matter with in your office so that we may resolve the matter.

Yours faithfully
CHECKETTS MCKAY



A B McKay

05307
4908.1

Encl

ABM:KJN

(Approved by the Registrar General of Land as No. 206157)

MEMORANDUM OF TRANSFER

WHEREAS JACK NOBLE DAVIS of Lowburn Farmer and CLAIRE ALICE DAVIS his wife (called the 'first transferors') are

, ~~being~~ registered as proprietor

of an estate in fee simple

subject however to such encumbrances

liens and interests as are notified by memoranda underwritten or endorsed hereon in all that

~~piece~~ piece of land situated in the Otago Land District

containing by admeasurement 25.4193ha

be the same a little more or less being section 22 block 5 Cromwell District Excepting any metals precious stones minerals coal and oil on and under the said land and being all the land contained in Certificate of Title 202/253 (Otago Registry) Subject To

1) As to all dispositions to the restrictions imposed by Part 13 of 'The Land Act 1908' and section 29 of The Land Laws Amendment Act 1913 and 2) Mortgage Nos 493285/1 & 529834/2 ^{and L.T. Agreement 647656} (called the 'first land')

AND WHEREAS VINCENT JOHN BROWN of Cromwell Sheepfarmer as to a one half share and MARY MELVILLE BROWN of Lowburn Widow, VINCENT JOHN BROWN of Lowburn Farmer and WILLIAM RUSSELL BROWN of Lowburn Farmer as executors (jointly inter se) as to a one half share as tenants in common in the above recited shares (called the 'second transferors') are registered as proprietors of all that leasehold land containing 5814.1920ha more or less being Part Run 634 Cromwell Survey District and being the balance of the land contained in P.256 recorded as Register No A2/1222 Otago Registry Subject To Compensation Certificate 604484 (called the 'second land')

AND WHEREAS the first and second transferors are each desirous of transferring to the Lowburn Curling Club Incorporated/ (called 'the Club') certain rights relating to access over the first and second land. ^{an incorporated society registered under the Incorporated Societies Act 1908 and having its office at Lowburn}

NOW THEREFORE in consideration of the sum of ten cents (0-10) paid by the Club to each of the first and second transferors (the receipt of which is hereby acknowledged). The first and second transferors do hereby respectively transfer and grant to the club an easement in gross over that part of the first and second land marked 'A' on the ^{Deposited Plan 16864 and SO 20732} ~~plans (Deposited Plan 16864 and SO 20732)~~ attached hereto for the purposes of access to exercise its rights in terms of any valid recreational permit granted to the club by the Department of Lands & Survey or any like authority having jurisdiction over the first and/or second land for the sole purposes of the club's members invitees agents or servants to arrange for and/or partake in the game of curling and any other activity directly associated with the game of curling.

The granting of this easement has been consented to by the Land Settlement Board in so far as it relates to the second land pursuant to section 89 of the Land Act 1948.

SIGNED for and on behalf of the Land Settlement Board by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:



Witness :
Occupation : Clerk Department of Lands & Survey
Address : Dunedin

~~IN CONSIDERATION of the sum of~~

~~paid to by~~

~~the receipt of which is hereby acknowledged~~

~~do hereby transfer to the said~~

~~all xxxxx estate and interests in the said piece of land~~

IN WITNESS WHEREOF

We have hereunto subscribed our name this 30th

day of June one thousand nine hundred and eighty ~~five~~ ^{six}

SIGNED by the above-named JACK NOBLE DAVIS of Lowburn Farmer and CLAIRE ALICE DAVIS his wife

J. Davis *C. A. Davis*

as Transferor in the presence of

Witness *B. H. ...*

Occupation *Solvent*

Address *Cromwell*

SIGNED by the said VINCENT JOHN BROWN of Cromwell Sheepfarmer and MARY MELVILLE BROWN and WILLIAM RUSSELL BROWN of Lowburn Farmer in the presence of:

V. J. Brown
M. M. Brown
Wm George J. M. Brown

The Common Seal of the LOWBURN CURLING CLUB INCORPORATED was hereunto affixed in the presence of:

W. J. ... Secretary
W. Hamilton Pres.
C. R. Perron Pres



YAKON ENG LINDA M. ...
...
...

TRANSFER OF Easement over Land

Correct for the purposes of "The Land Transfer Act"


Solicitor for the Purchaser.

situated in the

J.N. DAVIS & OTHERS

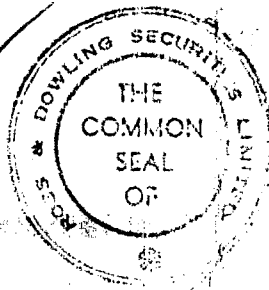
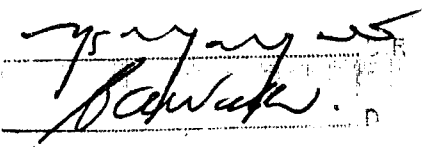
Transferor
~~XXXXX~~

LOWBURN CURLING CLUB
INCORPORATED

Transferee
~~XXXXX~~

ROSS DOWLING SECURITIES LIMITED as Mortgagee under Mortgage No. 493285/1 hereby consents to the within Transfer

THE COMMON SEAL OF ROSS & DOWLING SECURITIES LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:



Particulars entered in the Register above herein on the day and at the

District Land Regist Assistant of the District of

9.17 13 JUN 90 756347
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY Otago
ASST LAND REGISTRAR - J. MUMFORD
207/258
142/222

**BRODRICK, PARCELL and McKAY,
SOLICITORS,
CROMWELL.**





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95955, 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:

Kevin Jackson Holdings Ltd
Charles Hughes & Jean Hughes
c/- P O Box 51
Cromwell

being registered as holders of Licence for Water Race Nos 1922 Cromwell and BR 7119 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 [or as otherwise granted by the warden - or if a dam "a strip 6.1 metres wide (20 feet) measured on each outer face of the dam"] 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

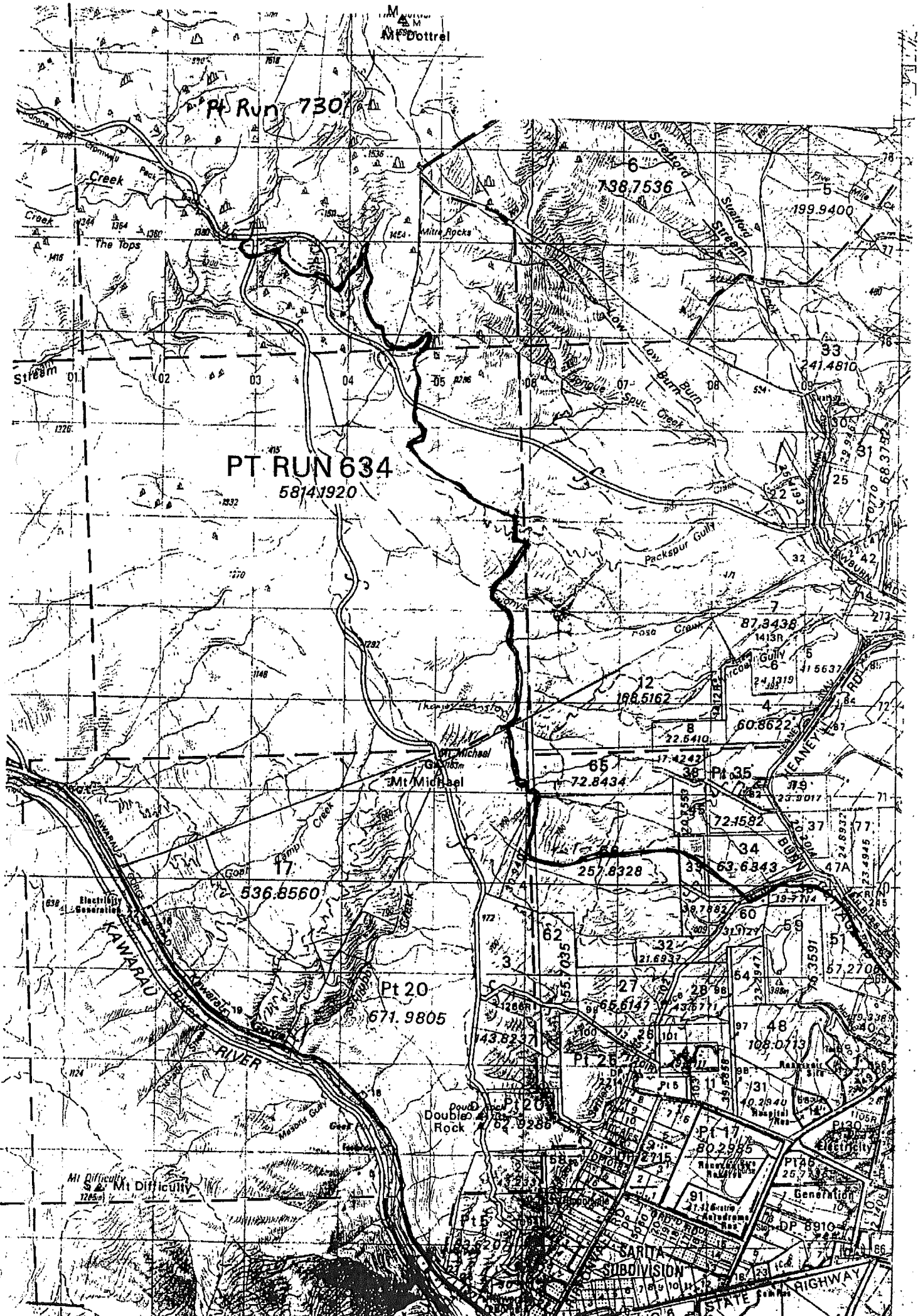
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95955, MC030

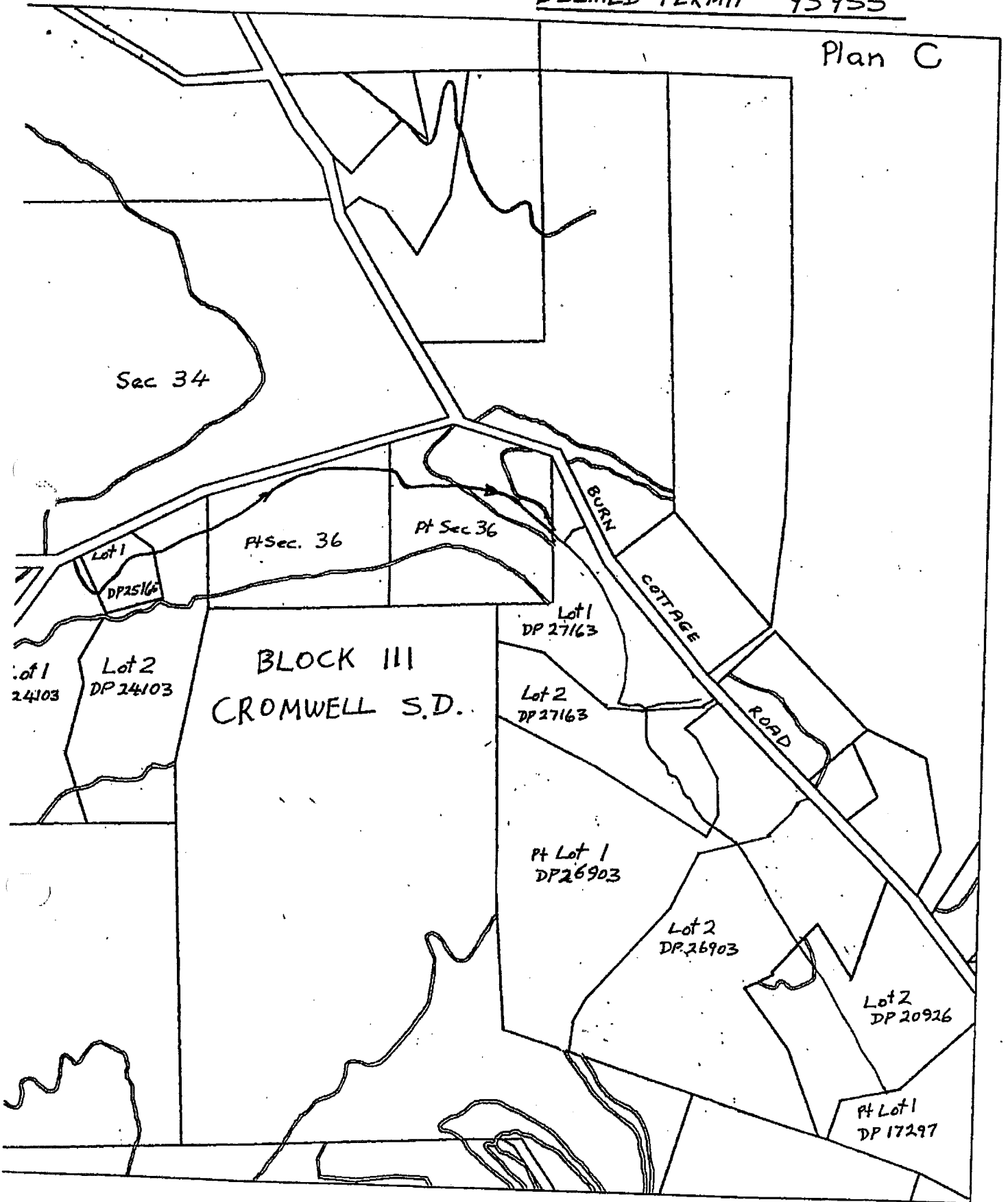
SCHEDULE

Land Affected	Title Reference	Registered Landowner
Pt Run 730 Blk IX Cromwell SD	CL 1C/818	Mt Pisa Station Limited William Murray MacMillan & Katherine MacMillan
Run 634 Blk VI Cromwell SD	CL A2/1222	Donald Alan Young
Pt Sec 20 Blk IV Cromwell SD	CT 2C/1405	Antony John Strain & Sarah Margaret Strain
Sec 65 Blk III Cromwell SD	CT 13B/268	Donald Alan Young & Sally Young
Sec 66 Blk III & Sec 4 Blk IV Cromwell SD	CT 9C/1493	Donald Alan Young & Sally Young
Sec 33 Blk III Cromwell SD	CT 78/237	Graham Ashley Reid
Sec 34 Blk III Cromwell SD	CT 79/225	Douglas Russell Brown
Legal Road		CODC
Pt Lot 1 DP 24103	CT 17A/1133	Gordon Charles Murdoch
Lot 1 DP 25165	CT 17A/1132	Robin Reid Gray
Lot 2 DP 24103	CT 16A/939	Peter James Tyree & Lu Tyree
Pt Sec 36 Blk III Cromwell SD	CT 141/249	Bryan Raymond George Williams George Scott Crabbe
Pt Sec 36 Blk III Cromwell SD	CT 141/250	Sylvia Marlies Wagner Sandra Kay Aitchison



DEEMED PERMIT 95955

Plan C



DEEMED PERMIT 95955
Plan B

Pt Run 730

Run 634

Pt Sec 20
Blk IV

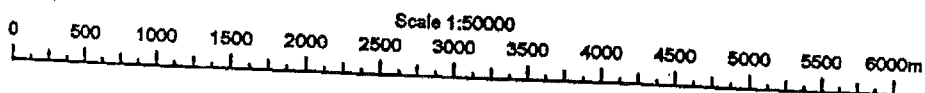
Sec 65

Sec 66

Blk III
Cromwell S.D.

33

34



C417 5035181.1 CERTIFICATE SPEC1
CPY-01/01.PGS-004.11/04/01.16:08

MC030, 97234



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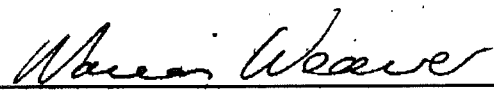
CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

oOo

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

Lawrence John McAuley and Florence Anne McAuley
Alfred Allan Finlayson and Sharon Norma Finlayson
Mark Edwin Hely and Christine Winifred Hely
The Ripponvale Settlers Association
C/o Checketts McKay, P O Box 184, Cromwell

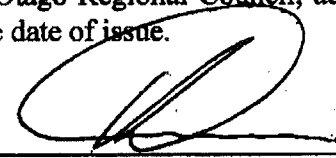
being registered as holders of Licence for a Water Race No. 1394 Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of 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

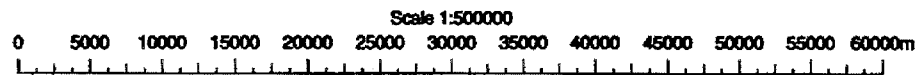
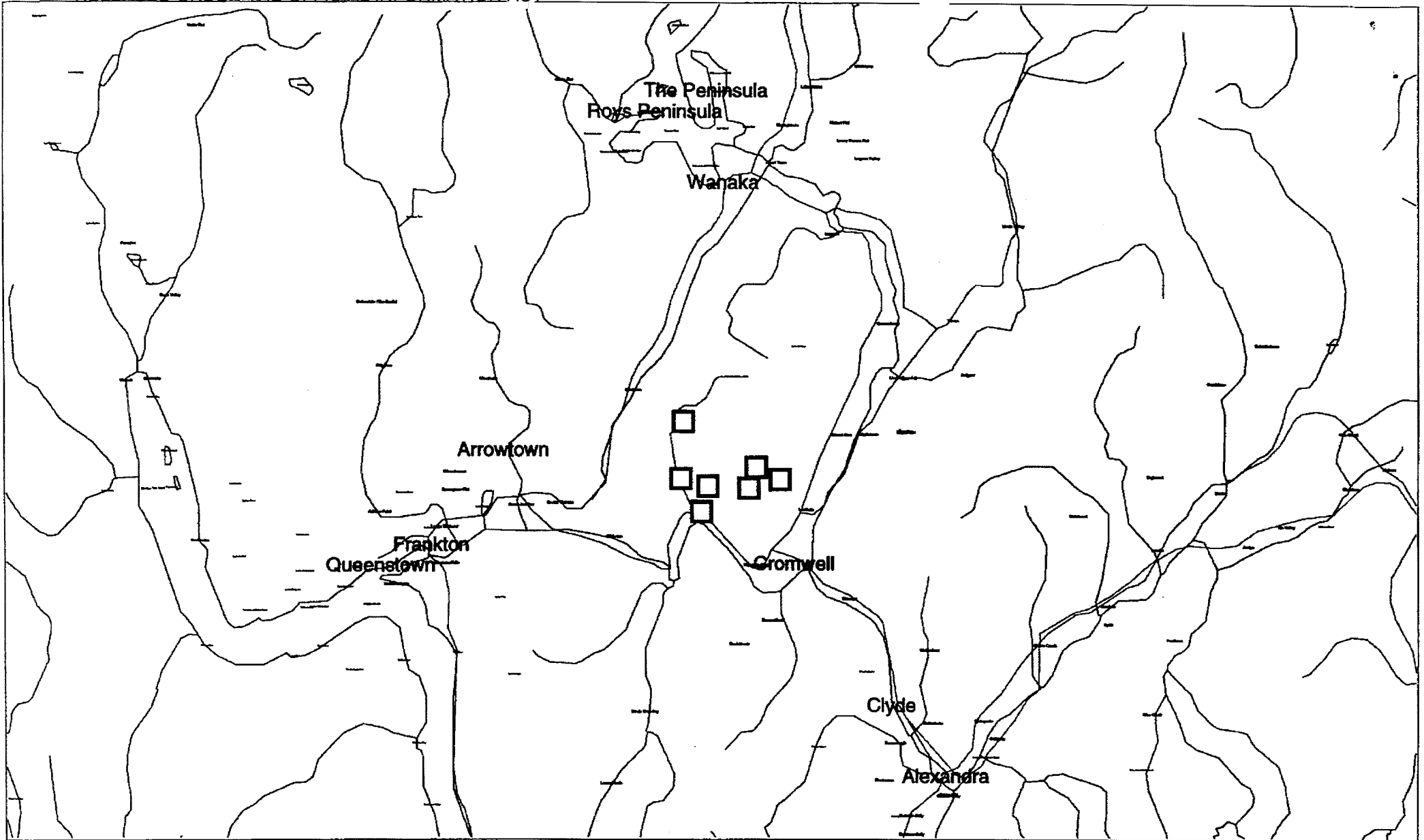



R W Scott
Director Corporate Services


M L Rosson
Chairperson

LAND SCHEDULE

<u>Description of Land Affected</u>	<u>Certificate of Title Reference</u>	<u>Land Owner</u>
Part Run 634, Blocks VIII and V, Cromwell Survey District	A2/1222	Crown (subject to pastoral lease)
Reserve (unformed road)	No title	Central Otago District Council
Sections 12 and 8, Block V, Cromwell Survey District	13B/268	D A & S Young





ORC FILE 2000.179, 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

- Name:** Jack Noble Davis & Claire Alice Davis
- Address:** Hiburn, R D 2, Cromwell

- Name:** Murray Neil Frost
- Address:** C/- Deloitte Touche Tohmatsu, Chartered Accountants, Level 8, Otago House, 481 Moray Place, Dunedin

- Name:** Alfred Nicholas Kagan
- Address:** Swann Road, Lowburn, R D 2, Cromwell

- Name:** Fraser Robert Goldsmith & Anne Caroline Villiers
- Address:** 2 Seaton Road, Portobello, Dunedin

- Name:** Alfred Nicholas Kagan and Judith Anne Kagan
- Address:** Swann Road, Lowburn, R D 2, Cromwell

- Name:** Judith Anne Kagan
- Address:** Swann Road, Lowburn, R D 2, Cromwell

being registered as holders of Licence for a Water Race No 1863 of the Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race; 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.

Dated this *22nd* day of *December* 2006

THE COMMON SEAL of the OTAGO REGIONAL COUNCIL Was hereunto affixed in the Presence of:



[Signature]
G Martin
 Chief Executive Officer

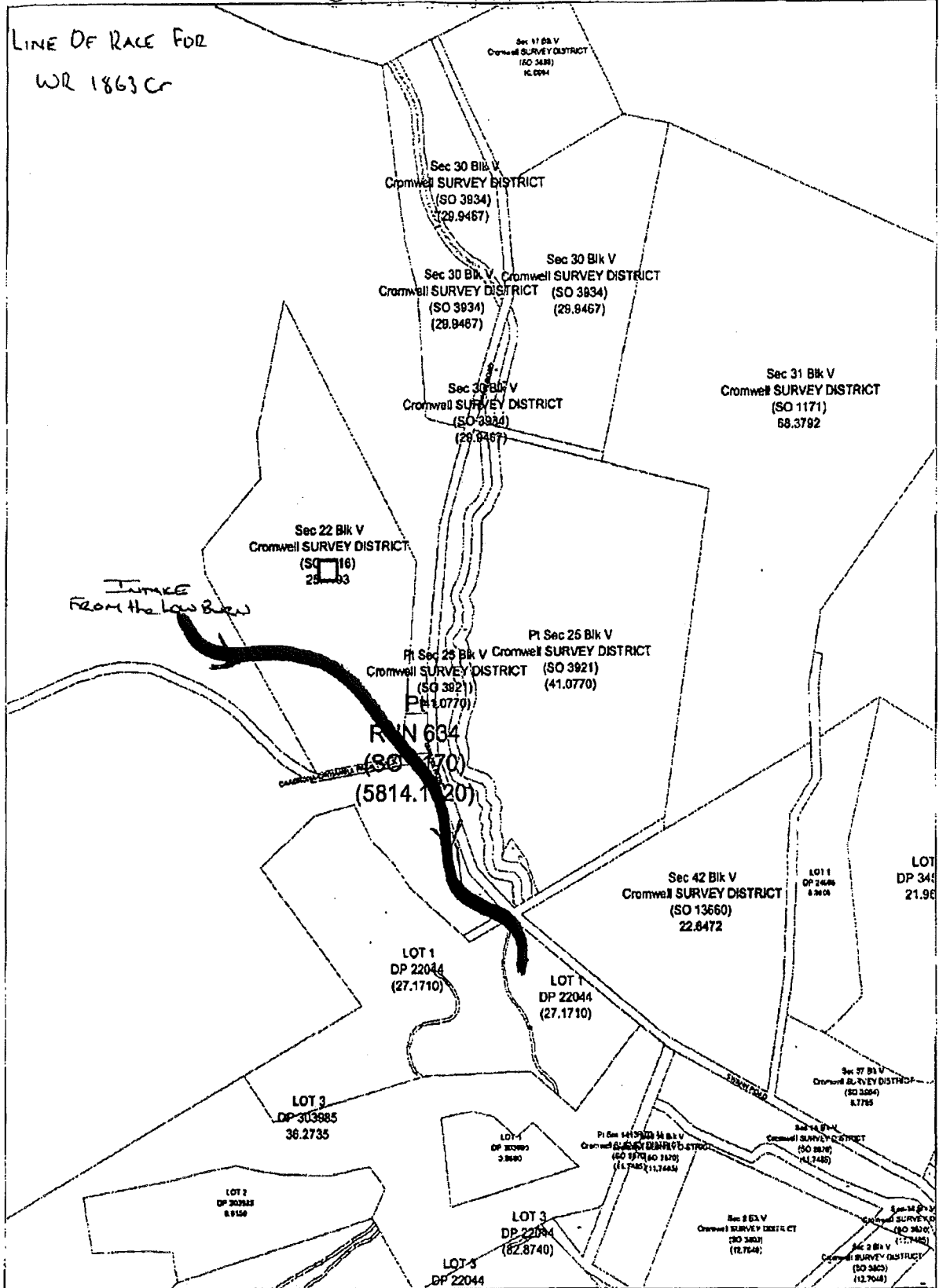
[Signature]
R W Scott
 Director Corporate Services

ORIGINAL

SCHEDULE OF LAND AFFECTED BY WATER RACE LICENCE NO. 1863

Land affected	Title reference	Owner
Run 634	OTA2/1222	Lowburn Station Limited
Section 22 Block V Cromwell Survey District	OT202/253	Jack Noble Davis, Claire Alice Davis and Peter John Mead
Lot 1 Deposited Plan 22044 and Lot 10 Deposited Plan 320538	81451 (Previously OT13D/218)	Ralph Henry Owen Williams, Elizabeth Alice Williams and Timothy John Dunn
Cardrona-Cromwell Pack Track		Crown Land - no title
Road Reserve (unformed road)		Crown Land - no title

ORIGINAL



Survey and Title Data as at 9-JANUARY-2006, Valuation and Sales Data as at 5-JANUARY-2008 and Geodetic Mark data as at 9-JANUARY-2006. For additional mark data Cadastral Information from LINZ Core Record System (CRS). CROWN COPYRIGHT RESERVED.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Landonline User ID: ROSSDMGDU
 LODGING FIRM: Ross Dowling Marquet Griffin
 Address: PO Box 1144
Dunedin
 Uplifting Box Number: _____
 ASSOCIATED FIRM: _____
 Client Code / Ref: 123748-27 MEG

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)

Plan Number Pre-Allocated or
 to be Deposited:

Rejected Dealing Number: 7205364

FOR DEPOSIT ONLY
 08/02/2007 15:36 000000#8142 0001
 CHEQUE \$4.00

Other (state)

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	OTA2/1222 OT202/253 81451	C417	ORC DAVIS	50.00	2	\$4					\$54.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice
 GST Registered Number 17-022-895
 LINZ Form P005
 LINZ Form P005 - PDF

Original Signatures: 

Subtotal (for this page)	\$54.00
Total for this dealing	\$54.00
Less Fees paid on Dealing # 7205364	\$50.00
Cash/Cheque enclosed for	\$4.00

[If easement is to be registered]

Entered in the Register Book as

Volume Folio

(Otago Registry) this

day of *[Year]*

at o'clock

Assistant District Land Registrar

[Otago District]



GRANT OF EASEMENT

DATED 22 April 2010

PARTIES

1. THE COMMISSIONER OF CROWN LANDS at Wellington pursuant to the Land Act 1948 (“**the Grantor**”).
2. Jack Noble DAVIS, Claire Alice DAVIS, Peter John MEAD [hereinafter with successors and *permitted* assigns] (“**The Grantee**”).

BACKGROUND

- A. **The Grantee** owns the Dominant Land and wishes to establish easements for the purpose of Right of Way, and Conveyance of Electricity, Computer Media and Telecommunications over the Easement Land, in perpetuity in favour of the Dominant Land.
- B. **The Grantor** has agreed to grant to the Grantee easement rights over the Grantor’s Land on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. **DEFINITIONS and INTERPRETATION**
 - 1.1 In this Deed (including the Schedules)
 - “Commencement Date” means Date of this Deed.
 - “Deed” means this deed, the background and the schedules.

Handwritten signatures and initials:
 CAD
 JMD
 [Other illegible signatures]

“Dominant Land” means that piece of land situated in the land District of Otago containing 25.4193 hectares more or less being Section 2, Block V, Cromwell Survey District and being all the land comprised and described in Computer Freehold Register OT202/253 Otago Registry.

“Easement Land” means the area of the Grantor’s Land delineated as the area marked A on SO 20732 (Otago Land District) within which the Grantee may exercise the rights granted by this Deed;

“Grantee” includes the Grantee’s servants, agents, employees, workers, invitees, licensee, lessee, tenant and contractors of the Grantee;

“Grantor’s Land” means Run 634 in the Otago Land Registry which at the date of this Deed is subject to the Pastoral Lease;

“Lessee” means the lessee under the Pastoral Lease.

“Lines” and “Works” means: the electricity, telecommunication and computer media cables and road construction materials to be laid on or in the Easement Land by the Grantee.

“Pastoral Lease” means pastoral lease no P. 256 recorded in the Register Book as Computer Interest Register OTA2/1222 (Otago Land District)

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, in perpetuity, the Easement Rights over the Easement Land as set out in the Second Schedule, on the terms set out below:

2.1.1 Right of Way

A right of way easement over the Easement Land upon and subject to the terms and conditions set out in Schedule 4 of the Land Transfer Regulations 2002 provided that in the event of any conflict between the provisions of the regulations and this Deed, then the provisions of this Deed shall prevail.

me
CAD [Signature]

2.1.2 Right to Convey Electricity, Computer Media and Telecommunications

A right to convey electricity and computer media and telecommunications easement over the Easement Land upon and subject to the terms and conditions set out in Schedule 4 of the Land Transfer Regulations 2002 provided that in the event of any conflict between the provisions of the regulations and this Deed, then the provisions of this Deed shall prevail.

2.1.3 For clarity:

- This right includes the right for the Grantee to excavate and disturb the soil within the Easement Land for the purposes of installation, removal and repair and maintenance of the easement facility; and
- The Grantee agrees not do anything and not allow anything to be done on the Easement Land under this easement right that may interfere with or restrict the rights of any other party (including without limitation any reasonable use of the Easement Land as a vehicular and farm access way by the Lessee and/or Grantor).

2.1.4 Notwithstanding anything contained in Schedule 4 of the Land Transfer Regulations 2002 (or any subsequent or replacement regulation or legislation) the Grantor (including the Grantor's agents, Lessee and other Grantor invitees) has no obligation to establish, maintain, repair, or make any contribution to establish, maintain, repair, any Lines, Works and/or easement facility on the Easement Land. For the purposes of this deed, easement facility has the same meaning as defined in Schedule 4 of the Land Transfer Regulations 2002.

2.1.5 Except where inconsistent with the terms of this Deed, the Grantor (including the Grantor's agents, Lessee and other invitees) is excluded from having to comply with any obligations contained in clauses 10 – 14 Schedule 4 of the Land Transfer Regulations 2002. The parties agree that the implied terms contained in Schedule 5 of the Property Law Act 2007 do not apply to this Deed.

2.1.6 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 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 *but subject to the limitations expressed in the Deed.*

all
CAO [Signature]

2.1.7 The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

3.1 In consideration of the grant of easement in this Deed:

3.1.1 The Grantee shall pay the Grantor a lump sum payment of \$500.00 [five hundred dollars] *plus GST* on the Commencement Date of this Deed.

3.1.2 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 and the Grantee will do all things reasonably necessary to enable such registration.

5. PAYMENT OF COMPENSATION TO LESSEES

5.1 The Grantee has entered into an agreement with the Lessee (attached as the Third Schedule) recording receipt by the Lessee of a payment by the Grantee. In that agreement the Lessee:

(a) acknowledges that such payment is in lieu of compensation payable (if any) 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 2.1.2): *me*

6.1.1 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.

6.1.2 Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through.

6.1.3 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 6.1.3) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority. *me*

CAD [Signature]

6.1.4 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 similarly restored.

6.1.5 The Grantee shall, at their own 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 directly or indirectly by the Grantee.

6.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor and/or the Lessee resulting directly or indirectly 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 and/or the Lessee, or any agents, employees and contractors of the Grantor and/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 Grantor's Land, or do any other thing which would affect the ability of the Grantor and/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 its best endeavours to keep the Easement Land clear of noxious weeds *and pests*.

6.7 The Grantee shall compensate the Grantor and/or the Lessee for any damage to stock on the Grantor's Land caused directly or indirectly by the Grantee.

7. ACCESS TRACK

7.1 The Grantee is responsible at its own expense for the repair and maintenance of any road or track on the Easement Land and for the associated costs so as to keep any road or track in good order and repair and to prevent it from becoming a danger or a nuisance.

8. OWNERSHIP OF STRUCTURES

8.1 All structures, Lines and Works placed by the Grantee on the Easement Land 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 granted or sooner determination of the rights created by this Deed, remove all structures, Lines, Works and



easement facilities from the Easement Land and will restore the Grantor's Land to the condition that it was in at the Commencement Date.

8.3 If the Grantee under this Deed has not taken action to comply with clause 8.2 within one calendar month of surrender of the particular right, the Grantor may remove all structures, Lines, Works and easement facilities 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 Date 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) in relation to the preparation, registration and enforcement of any provisions in this Deed.

9.2 The Grantee shall be responsible for the registration (if any) of this Deed and any associated costs.

9.3 All costs for the installation and maintenance of structures, Lines and Works, and carrying out of associated Works, permitted by this Deed shall be at the Grantee's cost.

10. INDEMNITY

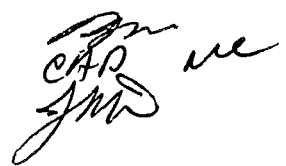
10.1 The Grantee hereby indemnifies the Grantor and the Lessee against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor and the Lessee in connection with this Deed or as a result of the exercise by the Grantee of their rights under this Deed, or any breach by the Grantee of their 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 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 7 days or such other time provided the parties agree.

Handwritten signature and initials, possibly 'CAP' and 'JMD', with a flourish.

- 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 8.2 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.
- 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 New Zealand Law Society. 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 addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party.
 - 14.1.1 The Grantor's Address as set out in paragraph 2 of the First Schedule.
 - 14.1.2 The Grantee's Address as set out in paragraph 4 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. 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.

Handwritten signature and initials in black ink, appearing to be 'JMD' with some additional scribbles.

16 NO WAIVER

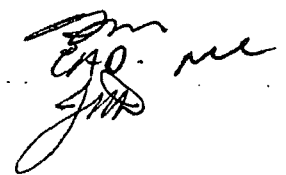
- 16.1 The waiver by the Grantor of any provision of this Deed shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given,
- 16.2 A failure, delay or indulgence by the Grantor in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

17 HEALTH AND SAFETY

- 17.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Grantor's Land and/or Easement Land at the request of the Grantee.
- 17.2 The Grantee shall take all practicable steps (as far as legally permissible) to ensure that any obligation imposed on the Grantor under the Health and Safety in Employment Act 1992 are complied with at all times and shall comply with any reasonable obligations imposed by the Grantor and/or the Lessee regarding the identification and mitigation of hazards and the health and safety of persons on the Grantor's Land.

18 GRANTOR'S RIGHTS OF DELEGATION

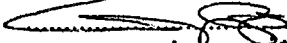
- 18.1 All rights and obligations of the Grantor arising under this Deed may be exercised by any person duly appointed by the Grantor PROVIDED THAT the exercise of any such rights, benefits or obligations by that person shall not limit the liability of the Grantor in the performance or observance of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

Handwritten signature and initials, possibly "EAO" and "JMA", with a flourish.

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

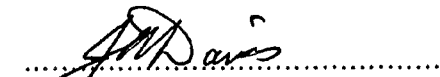


SIGNED by acting for and on behalf of the Commissioner of Crown Lands pursuant to a delegation under Section 41 of the State Sector Act 1988 in the presence of:



Witness: 
Occupation: Charmaine Humphries
Address: Management Support Officer
Crown Property & Investment
Land Information New Zealand

SIGNED by THE GRANTEE

Jack Noble Davis
Claire Alice Davis
Peter John Mead

in the presence of:

Witness: H.E. Muckelbridge
Occupation: Retired
Address: 48 Sunhaven Cove - Cromwell

SIGNED by THE LESSEE

Lowburn Station Limited


Director

Director

FIRST SCHEDULE

1. **GRANTOR'S LAND**
means Run 634 in the Otago Land Registry which at the date of this Deed is subject to the Pastoral Lease comprised in Computer Interest Register OTA2/1222

2. **GRANTOR'S ADDRESS**
Commissioner of Crown Lands
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Attention: Daryl Nielsen

3. **GRANTEE'S LAND**
Section 22, Block V, Cromwell Survey District comprised in Computer Freehold Register OT202/253

4. **THE GRANTEE'S ADDRESS**
JN & CA Davis
274 Swann Road
RD2
CROMWELL 9384

me

FIRST SCHEDULE

1. **GRANTOR'S LAND**
 means Run 634 in the Otago Land Registry which at the date of this Deed is subject to the Pastoral Lease comprised in Computer Interest Register OTA2/1222

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 JN & CA Davis
 274 Swann Road
 RD2
 CROMWELL 9384

JN
CAD.
JM

SECOND SCHEDULE

EASEMENT RIGHTS

Purpose	Shown As	Servient Tenement	Dominant Tenement
Right of Way, Right to convey Electricity, Computer Media and Telecommunications	A on SO 20732	Pt Run 634 comprised in OTA2/1222	OT202/253

*Done
C.A.D.
J.H. Mc*

THIRD SCHEDULE

Deed of Agreement

The Grantee as set out below have 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 Lessee's waiver of their right to any compensation from the Grantor in respect of the grant of easements in this Deed.

Signed By The Grantee

Jack Noble Davis

Claire Alice Davis

Peter John Mead

J. Davis
.....
C. A. Davis
.....
P. Mead
.....

Signed By The Lessee

Lowburn Station Limited

Mr. P. J. ...
.....
P. J. ...
.....

SECOND SCHEDULE

EASEMENT RIGHTS

Purpose	Shown As	Servient Tenement	Dominant Tenement
Right of Way, Right to convey Electricity, Computer Media and Telecommunications	A on SO 20732	Pt Run 634 comprised in OTA2/1222	OT202/253

OT

MANUAL DEALING LODGEMENT FORM

Landonline User ID: landisin

LODGING FIRM: Land Information Services Ltd

Private Individual: PO Box 516

Address: INVERCARGILL 9840

ASSOCIATED FIRM: _____

Client Code / Ref: _____

Dealing/SUD Number
(LINZ use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited: _____

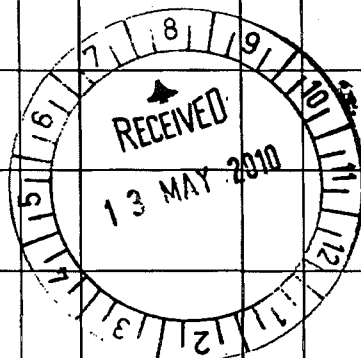
Rejected Dealing Number: _____

YEC 8493630.1 Deed of
Cpy - 02/03, Pgs - 015, 13/05/10, 13:59

Copies
(inc. original)

DocID: 212591702

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	OTA2/1222 OT202/253	YEC YEC	Commissioner of Crown Land / Davis & Mead	60.00				60.00
2								
3								
4								
5								



Land Information Services Ltd Manual Dealing
Lodgement Form

Fees Register: LINZ 022-896

GST Register Number: 17 022-896

LINZ 022-896

Annotations (LINZ use only)

letter as SUD

Original Signature: _____

Subtotal

\$60.00

Total for this dealing

\$60.00

Less fees paid on Dealing # _____

Debit my Landonline account for
(Only available for Landonline customers)

or Cash / Cheque enclosed for

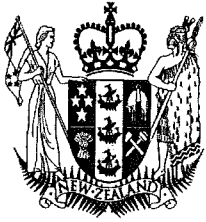
(Only pay in cash if depositing in drop box at a LINZ processing centre)

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

\$60.00

[Handwritten signature]



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



Search Copy


R.W. Muir
Registrar-General
of Land

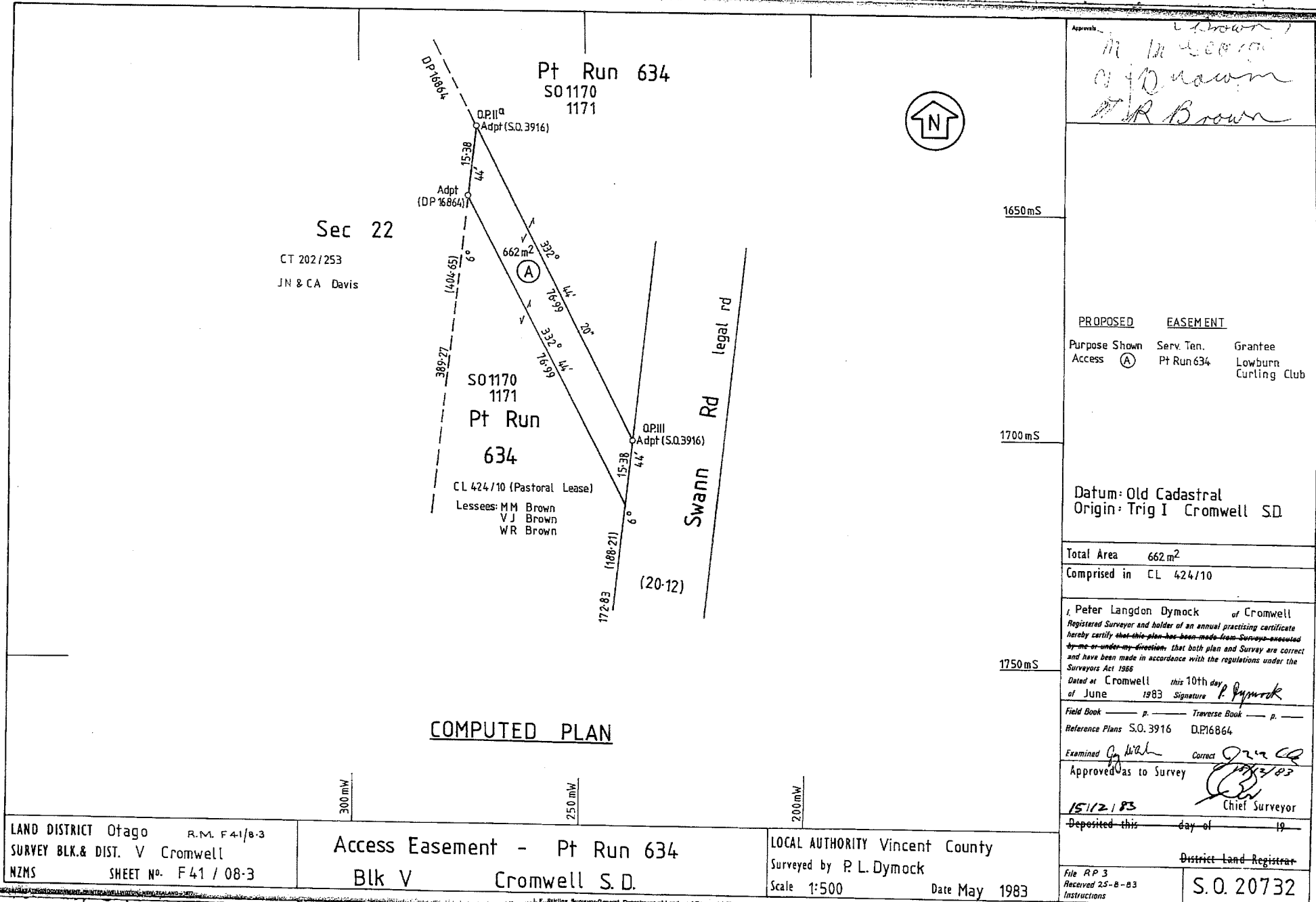
Identifier 523230
Land Registration District Otago
Date Registered 14 May 2010 09:00 am

Prior References
OTA2/1222

Type	Deed of easement under s60 Land Act 1948	Instrument	YEC 8493630.1
Area	5820.2623 hectares more or less		
Legal Description	Run 634		
Purpose	Right of way, a right to convey electricity, computer media and telecommunications over part marked A on SO 20732		

Proprietors
Her Majesty the Queen - Grantor

Interests



Approved: *M. M. Brown*
V. J. Brown
W. R. Brown

PROPOSED EASEMENT

Purpose Shown	Serv. Ten.	Grantee
Access (A)	Pt Run 634	Lowburn Curling Club

Datum: Old Cadastral
Origin: Trig I Cromwell SD

Total Area 662 m²
Comprised in CL 424/10

I, Peter Langdon Dymock of Cromwell
Registered Surveyor and holder of an annual practising certificate
hereby certify that this plan has been made from surveys executed
by me or under my direction, that both plan and survey are correct
and have been made in accordance with the regulations under the
Surveyors Act 1986

Dated at Cromwell this 10th day
of June 1983 Signature *P. Dymock*

Field Book _____ p. _____ Traverse Book _____ p. _____
Reference Plans S.O. 3916 D.P.16864

Examined by *G. Hill* Correct *John Hill*
Approved as to Survey *[Signature]* 15/12/83
Chief Surveyor

Deposited this _____ day of _____ 19____

District Land Registrar

File RP 3
Received 25-8-83
Instructions

S.O. 20732

LAND DISTRICT Otago R.M. F41/8-3
SURVEY BLK. & DIST. V Cromwell
NZMS SHEET No. F41/08-3

Access Easement - Pt Run 634
Blk V Cromwell S.D.

LOCAL AUTHORITY Vincent County
Surveyed by P. L. Dymock
Scale 1:500 Date May 1983

[If easement is to be registered]

Entered in the Register Book as

Volume Folio

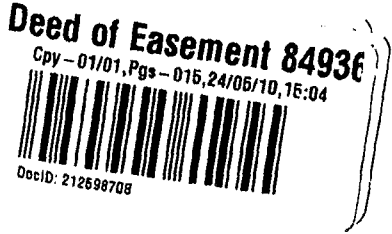
(Otago Registry) this

day of *[Year]*

at o'clock

Assistant District Land Registrar

[Otago District]



GRANT OF EASEMENT

DATED

22 April 2010

PARTIES

1. THE COMMISSIONER OF CROWN LANDS at Wellington pursuant to the Land Act 1948 ("**the Grantor**").
2. Jack Noble DAVIS, Claire Alice DAVIS, Peter John MEAD [hereinafter with successors and *permitted* assigns] ("**The Grantee**").

BACKGROUND

- A. **The Grantee** owns the Dominant Land and wishes to establish easements for the purpose of Right of Way, and Conveyance of Electricity, Computer Media and Telecommunications over the Easement Land, in perpetuity in favour of the Dominant Land.
- B. **The Grantor** has agreed to grant to the Grantee easement rights over the Grantor's Land on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. **DEFINITIONS and INTERPRETATION**
 - 1.1 In this Deed (including the Schedules)
 - "Commencement Date" means Date of this Deed.
 - "Deed" means this deed, the background and the schedules.

all
CAO [Signature]

"Dominant Land" means that piece of land situated in the land District of Otago containing 25.4193 hectares more or less being Section 2, Block V, Cromwell Survey District and being all the land comprised and described in Computer Freehold Register OT202/253 Otago Registry.

"Easement Land" means the area of the Grantor's Land delineated as the area marked A on SO 20732 (Otago Land District) within which the Grantee may exercise the rights granted by this Deed;

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

"Grantor's Land" means Run 634 in the Otago Land Registry which at the date of this Deed is subject to the Pastoral Lease;

"Lessee" means the lessee under the Pastoral Lease.

"Lines" and "Works" means: the electricity, telecommunication and computer media cables and road construction materials to be layed on or in the Easement Land by the Grantee.

"Pastoral Lease" means pastoral lease no P. 256 recorded in the Register Book as Computer Interest Register OTA2/1222 (Otago Land District)

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, in perpetuity, the Easement Rights over the Easement Land as set out in the Second Schedule, on the terms set out below:

2.1.1 Right of Way

A right of way easement over the Easement Land upon and subject to the terms and conditions set out in Schedule 4 of the Land Transfer Regulations 2002 provided that in the event of any conflict between the provisions of the regulations and this Deed, then the provisions of this Deed shall prevail.

me
CAD [Signature]

2.1.2 Right to Convey Electricity, Computer Media and Telecommunications

A right to convey electricity and computer media and telecommunications easement over the Easement Land upon and subject to the terms and conditions set out in Schedule 4 of the Land Transfer Regulations 2002 provided that in the event of any conflict between the provisions of the regulations and this Deed, then the provisions of this Deed shall prevail.

2.1.3 For clarity:

- This right includes the right for the Grantee to excavate and disturb the soil within the Easement Land for the purposes of installation, removal and repair and maintenance of the easement facility; and
- The Grantee agrees not do anything and not allow anything to be done on the Easement Land under this easement right that may interfere with or restrict the rights of any other party (including without limitation any reasonable use of the Easement Land as a vehicular and farm access way by the Lessee and/or Grantor).

2.1.4 Notwithstanding anything contained in Schedule 4 of the Land Transfer Regulations 2002 (or any subsequent or replacement regulation or legislation) the Grantor (including the Grantor's agents, Lessee and other Grantor invitees) has no obligation to establish, maintain, repair, or make any contribution to establish, maintain, repair, any Lines, Works and/or easement facility on the Easement Land. For the purposes of this deed, easement facility has the same meaning as defined in Schedule 4 of the Land Transfer Regulations 2002.

2.1.5 Except where inconsistent with the terms of this Deed, the Grantor (including the Grantor's agents, Lessee and other invitees) is excluded from having to comply with any obligations contained in clauses 10 – 14 Schedule 4 of the Land Transfer Regulations 2002. The parties agree that the implied terms contained in Schedule 5 of the Property Law Act 2007 do not apply to this Deed.

2.1.6 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 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 *but subject to the limitations expressed in the Deed.*

all
CAO [Signature]

2.1.7 The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

3.1 In consideration of the grant of easement in this Deed:

3.1.1 The Grantee shall pay the Grantor a lump sum payment of \$500.00 [five hundred dollars] *plus GST* on the Commencement Date of this Deed.

3.1.2 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 and the Grantee will do all things reasonably necessary to enable such registration.

5. PAYMENT OF COMPENSATION TO LESSEES

5.1 The Grantee has entered into an agreement with the Lessee (attached as the Third Schedule) recording receipt by the Lessee of a payment by the Grantee. In that agreement the Lessee:

- (a) acknowledges that such payment is in lieu of compensation payable (if any) 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 2.1.2): *me*

6.1.1 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.

6.1.2 Immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through.

6.1.3 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 6.1.3) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority. *me*

me
CRD [Signature]

6.1.4 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 similarly restored.

6.1.5 The Grantee shall, at their own 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 directly or indirectly by the Grantee.

6.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor and/or the Lessee resulting directly or indirectly 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 and/or the Lessee, or any agents, employees and contractors of the Grantor and/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 Grantor's Land, or do any other thing which would affect the ability of the Grantor and/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 its best endeavours to keep the Easement Land clear of noxious weeds *and pests*.

6.7 The Grantee shall compensate the Grantor and/or the Lessee for any damage to stock on the Grantor's Land caused directly or indirectly by the Grantee.

7. **ACCESS TRACK**

7.1 The Grantee is responsible at its own expense for the repair and maintenance of any road or track on the Easement Land and for the associated costs so as to keep any road or track in good order and repair and to prevent it from becoming a danger or a nuisance.

8. **OWNERSHIP OF STRUCTURES**

8.1 All structures, Lines and Works placed by the Grantee on the Easement Land 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 granted or sooner determination of the rights created by this Deed, remove all structures, Lines, Works and



easement facilities from the Easement Land and will restore the Grantor's Land to the condition that it was in at the Commencement Date.

8.3 If the Grantee under this Deed has not taken action to comply with clause 8.2 within one calendar month of surrender of the particular right, the Grantor may remove all structures, Lines, Works and easement facilities 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 Date 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) in relation to the preparation, registration and enforcement of any provisions in this Deed.

9.2 The Grantee shall be responsible for the registration (if any) of this Deed and any associated costs.

9.3 All costs for the installation and maintenance of structures, Lines and Works, and carrying out of associated Works, permitted by this Deed shall be at the Grantee's cost.

10. INDEMNITY

10.1 The Grantee hereby indemnifies the Grantor and the Lessee against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor and the Lessee in connection with this Deed or as a result of the exercise by the Grantee of their rights under this Deed, or any breach by the Grantee of their 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 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 7 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 8.2 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.
- 12.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

13. DISPUTES

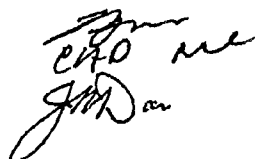
- 13.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties 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 New Zealand Law Society. 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 addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party.
 - 14.1.1 The Grantor's Address as set out in paragraph 2 of the First Schedule.
 - 14.1.2 The Grantee's Address as set out in paragraph 4 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 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.



16 NO WAIVER

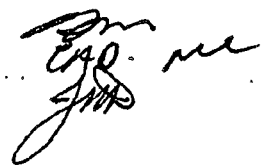
- 16.1 The waiver by the Grantor of any provision of this Deed shall not be effective unless given in writing, and then it shall be effective only to the extent that it is expressly stated to be given,
- 16.2 A failure, delay or indulgence by the Grantor in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right shall not preclude further exercises of that power or right or the exercise of any other power or right.

17 HEALTH AND SAFETY

- 17.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Grantor's Land and/or Easement Land at the request of the Grantee.
- 17.2 The Grantee shall take all practicable steps (as far as legally permissible) to ensure that any obligation imposed on the Grantor under the Health and Safety in Employment Act 1992 are complied with at all times and shall comply with any reasonable obligations imposed by the Grantor and/or the Lessee regarding the identification and mitigation of hazards and the health and safety of persons on the Grantor's Land.

18 GRANTOR'S RIGHTS OF DELEGATION

- 18.1 All rights 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.

A handwritten signature in black ink, appearing to be 'E. J. M.', is located in the lower right quadrant of the page.

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

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

Witness:
Occupation: Charmaine Humphries
Address: Management Support Officer
Crown Property & Investment
Land Information New Zealand

SIGNED by THE GRANTEE

Jack Noble Davis
Claire Alice Davis
Peter John Mead

in the presence of:

Witness:
Occupation: Retired
Address: 48 Sunhaven Cove - Cromwell

SIGNED by THE LESSEE

Lowburn Station Limited

Director

Director

FIRST SCHEDULE

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means Run 634 in the Otago Land Registry which at the date of this Deed is subject to the Pastoral Lease comprised in Computer Interest Register OTA2/1222

2. **GRANTOR'S ADDRESS**
Commissioner of Crown Lands
Land Information New Zealand
Private Bag 4721
CHRISTCHURCH

Attention: Daryl Nielsen

3. **GRANTEE'S LAND**
Section 22, Block V, Cromwell Survey District comprised in Computer Freehold Register OT202/253

4. **THE GRANTEE'S ADDRESS**
JN & CA Davis
274 Swann Road
RD2
CROMWELL 9384

me

FIRST SCHEDULE

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Attention: Daryl Nielsen

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Section 22, Block V, Cromwell Survey District comprised in Computer Freehold Register OT202/253

4. **THE GRANTEE'S ADDRESS**
JN & CA Davis
274 Swann Road
RD2
CROMWELL 9384

Handwritten signature and initials
C.A.D.
J.M. nu

SECOND SCHEDULE

EASEMENT RIGHTS

Purpose	Shown As	Servient Tenement	Dominant Tenement
Right of Way, Right to convey Electricity, Computer Media and Telecommunications	A on SO 20732	Pt Run 634 comprised in OTA2/1222	OT202/253

Handwritten signature
C.A.D.
Handwritten initials

THIRD SCHEDULE

Deed of Agreement

The Grantee as set out below have 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 Lessee's waiver of their right to any compensation from the Grantor in respect of the grant of easements in this Deed.

Signed By The Grantee

Jack Noble Davis

Claire Alice Davis

Peter John Mead

J.N. Davis
.....
C.A. Davis
.....
P.J. Mead
.....

Signed By The Lessee

Lowburn Station Limited

A. R. [unclear]
.....
[unclear]
.....

SECOND SCHEDULE

EASEMENT RIGHTS

Purpose	Shown As	Servient Tenement	Dominant Tenement
Right of Way, Right to convey Electricity, Computer Media and Telecommunications	A on SO 20732	Pt Run 634 comprised in OTA2/1222	OT202/253

uu

OT

MANUAL DEALING LODGEMENT FORM

Landonline User ID: landisin
 LODGING FIRM: Land Information Services Ltd
 Private Individual: PO Box 516
 Address: INVERCARGILL 9840

 ASSOCIATED FIRM: _____
 Client Code / Ref: _____

Dealing/SUD Number
(LINZ use only)

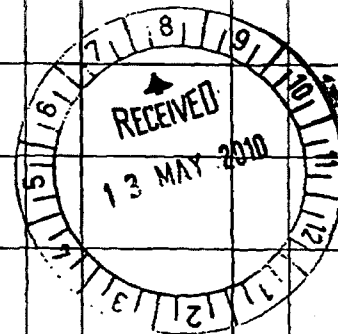
Priority Barcode/Date Stamp
(LINZ use only)

Plan Number/Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

YEC 8493630.1 Deed of 1
 Cpy - 02/03, Pgs - 016, 13/05/10, 13:58
Copies
 (inc. original)
 DocID: 212591702

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	OTA2/1222 OT202/253	BY YEC	Commissioner of Crown Land / Davis & Mead	60.00				60.00
2								
3								
4								
5								



and reference No. of the Dealing

Fees (see LINZ website)

SS1 Register No. 12102090

DocID: 212591702

Author or SUD (see table)

letter as SUD

Original Signature: _____

Subtotal **\$60.00**

Total for this dealing **\$60.00**

Less fees paid on Dealing # _____

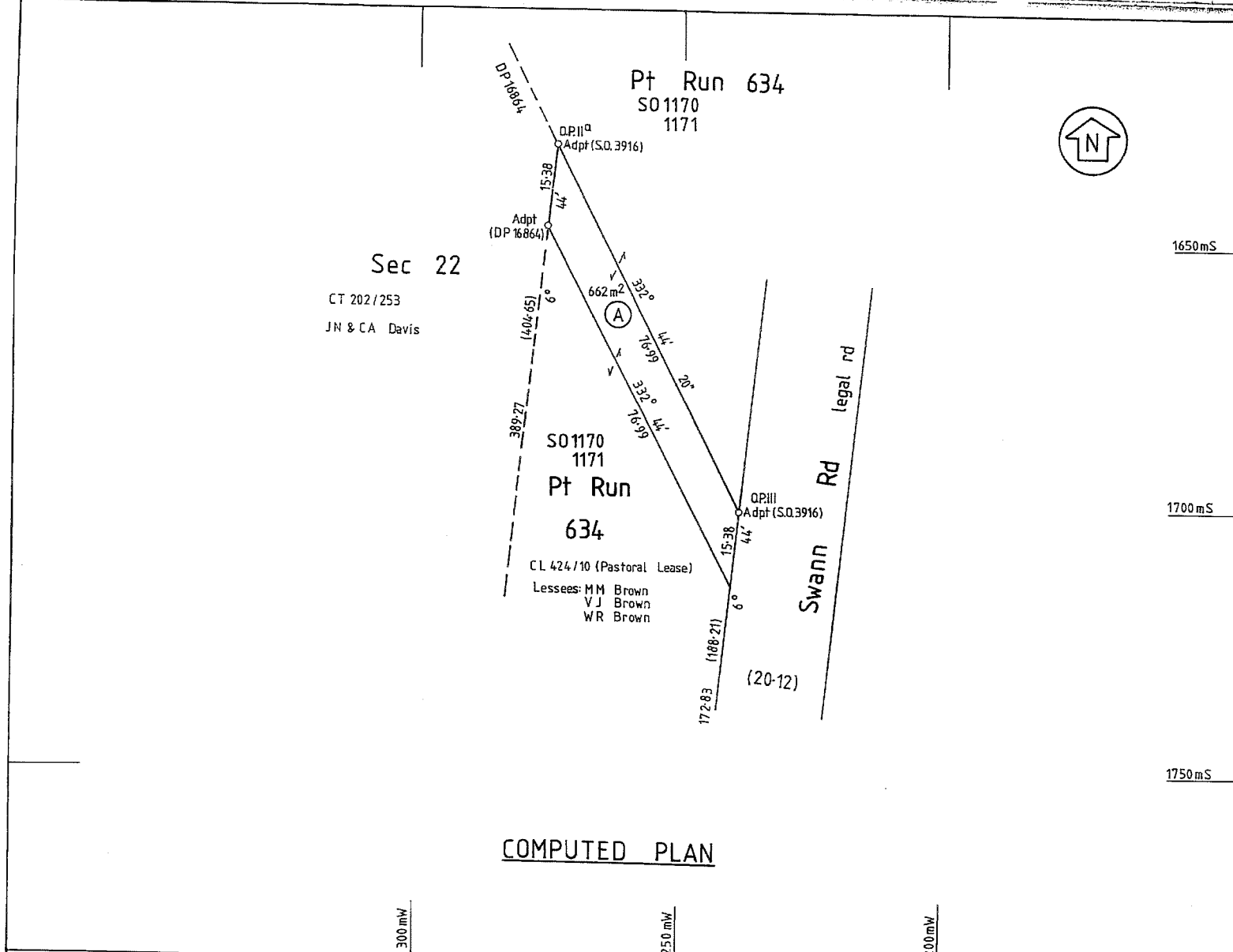
Debit my Landonline account for
(Only available for Landonline customers)
 or Cash / Cheque enclosed for
(Only pay in cash if depositing in drop box at a LINZ processing centre)
 or Eft-pos payment due for
(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

\$60.00

[Handwritten signature]

APPENDIX FOUR

Cadastral Plans



Approved: *M. D. Brown*
W. D. Brown
W. R. Brown

PROPOSED EASEMENT

Purpose Shown	Serv. Ten.	Grantee
Access (A)	Pt Run 634	Lowburn Curling Club

Datum: Old Cadastral
Origin: Trig I Cromwell S.D.

Total Area 662 m²
Comprised in CL 424/10

I, Peter Langdon Dymock of Cromwell Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and have been made in accordance with the regulations under the Surveyors Act 1986

Dated at Cromwell this 10th day of June 1983 Signature *P. Dymock*

Field Book _____ p. _____ Traverse Book _____ p. _____
Reference Plans S.O. 3916 D.P. 16864

Examined by *W.D.* Correct *W.R.*
Approved as to Survey *W.D.* 15/12/83
Chief Surveyor

Deposited this _____ day of _____ 19____

District Land Registrar

File RP 3
Received 25-8-83
Instructions

S.O. 20732

LAND DISTRICT Otago R.M. F41/B-3
SURVEY BLK. & DIST. V Cromwell
NZMS SHEET No. F41/08-3

Access Easement - Pt Run 634
Blk V Cromwell S.D.

LOCAL AUTHORITY Vincent County
Surveyed by P. L. Dymock
Scale 1:500 Date May 1983