

Crown Pastoral Land Tenure Review

Lease name:

**MT CECIL – PT 078
MT STUDHOLME – PT 079
KAIWARUA – PT 114**

Preliminary Proposal - Part 2

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

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

November 05

Appendix 5: Form of Easement to be Created

□

TRANSFER
Land Transfer Act 1952

COPY

Kaiwarua



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

Land Registration District

CANTERBURY

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

TBA	TBA	All	
-----	-----	-----	--

Transferor Surnames must be underlined or in CAPITALS

COMMISSIONER OF CROWN LANDS

Transferee Surnames must be underlined or in CAPITALS

CENTRAL SOUTH ISLAND FISH AND GAME COUNCIL

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

A right of way under section 26S of the Conservation Act 1987 for foot, motor vehicle and machinery access for Management Purposes (continued on pages 1 to 3 annexure schedule)

Consideration

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of 2001

Operative Clause

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

Dated this day of 2001

Attestation

SIGNED by the COMMISSIONER OF CROWN LANDS Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness
	_____ (continued on page 2 annexure schedule) Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952
 Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
 (DELETE INAPPLICABLE CERTIFICATE)

 Solicitor for the Transferee

COPY
Annexure Schedule

TRANSFER

Dated

[]

Page

1

of

2

Pages



Definitions

- 1 In this transfer, unless the context otherwise requires:
 - 1.1 **Easement Area** means that part of the Servient Land marked "a"- "b" on Deposited Plan/Survey Office Plan [*].
 - 1.2 **Management Purposes** means the management of sports fish or game and the protection, management and monitoring of the habitat for sports fish and game on the Easement Area or any adjacent public land or waterway.
 - 1.3 **Servient Land** means the land owned by the Transferor and described on page 1.
 - 1.4 **Transferee** means the Central South Island Fish and Game Council and includes the Transferee's employees, agents, contractors, honorary rangers and invitees.
 - 1.5 **Transferor** means the owner from time to time of the Servient Land and includes the Transferor's tenants and invitees.

Easement Terms

2. Access
 - 2.1 The Transferee has the right in common with the Transferor to pass and repass over and along the Easement Area on foot or by motor vehicle and, in each case, with or without implements and machinery of any kind, for Management Purposes.
 - 2.2 In doing any of the matters specified in clause 2.1, the Transferee has the right to take all reasonable steps on, in or adjacent to the Easement Area to repair and maintain the Easement Area to a standard suitable for pedestrian or vehicular access by the Transferee.
3. Transferor's Obligations

The Transferor must keep the Easement Area clear at all times of obstructions and must not impede the use and enjoyment of the Easement Area by the Transferee.
4. Exclusion of Schedules

The rights and powers contained in the Seventh Schedule of the Land Transfer Act 1952 and the Ninth Schedule of the Property Law Act 1952 are expressly excluded.
5. Term

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

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



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

Annexure Schedule



Insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page 2 of 2 Pages

6. Disputes

Any dispute or difference which may arise as to the liability of either party or as to the construction or interpretation of any of the provisions of this transfer shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1996 or any Act passed in substitution or amendment for that Act and this clause shall be deemed to be a submission to arbitration within the meaning of that Act.

7. Notices

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

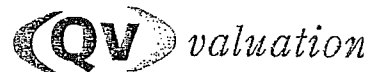
- (a) hand delivered to the receiving party; or
(b) sent by ordinary post to the receiving party, in which case the notice will be deemed received by the receiving party on such date on which the ordinary post would be delivered.

Continuation of Attestation

SIGNED under seal by the CENTRAL SOUTH ISLAND FISH AND GAME COUNCIL in the presence of:

* In substitution of the S.O. Plan (which is yet to be prepared) the "Easement Area" described in clause 1.1 is shown as [] and coloured [] on Plan [1] in the Draft Preliminary Proposal.

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



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

COPY



TRANSFER

Land Transfer Act 1952

Law Firm Acting
Bell Gully PO Box 1291 Wellington

Auckland District Law Society
REF: 4135 /4

This page is for Land Registry Office use only

Appendix 6: Form of Existing Easement

Image Quality due to Condition of Original

759013 PRO

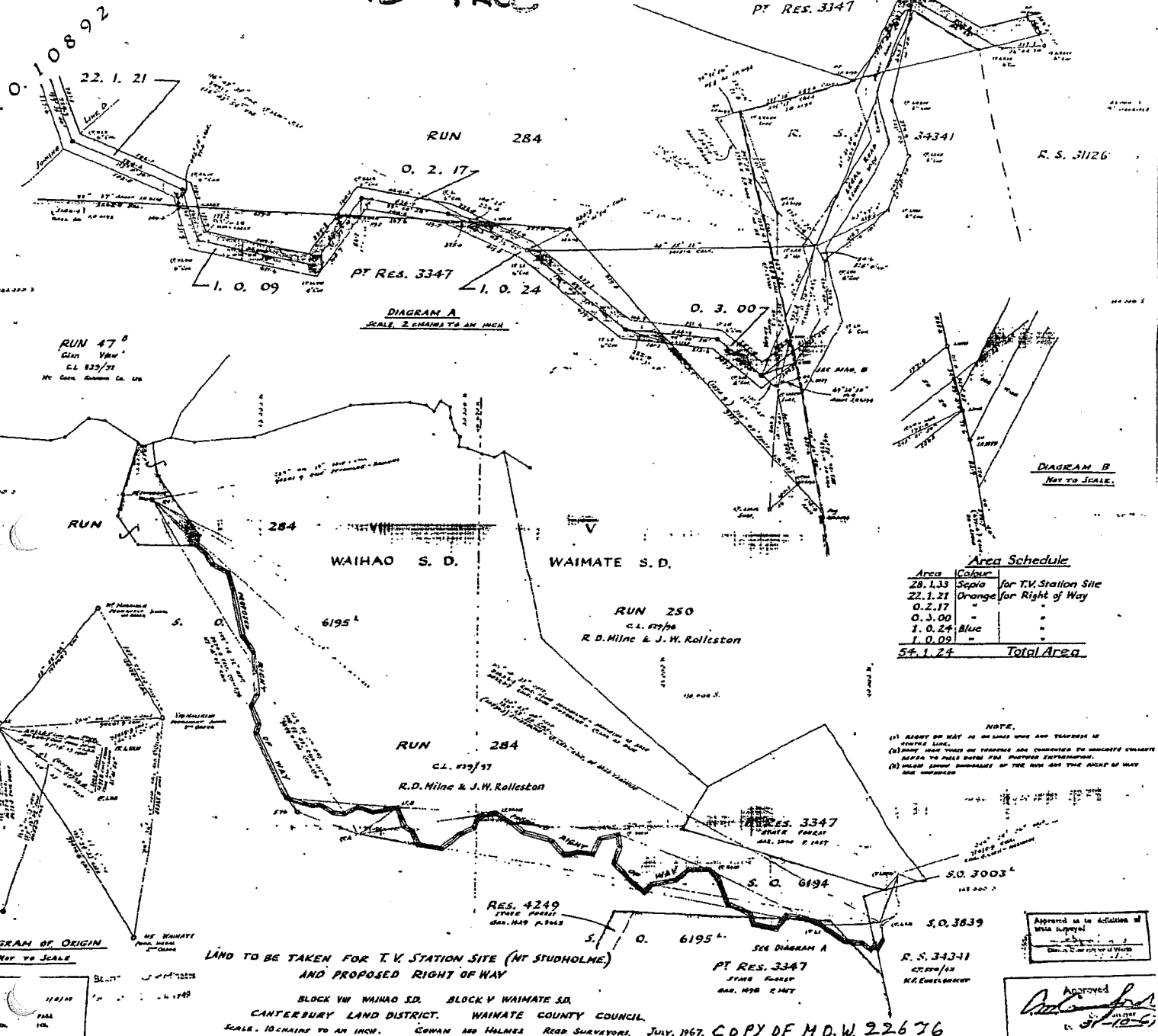


DIAGRAM A
SCALE, 2 CHAINS TO AN INCH

DIAGRAM B
NOT TO SCALE

Area Schedule

Area	Colour	Use
28.1.33	Sepia	for TV Station Site
22.1.21	Orange	for Right of Way
0.2.17	-	-
0.3.00	-	-
1.0.24	Blue	-
1.0.09	-	-
54.1.24		Total Area

NOTE:
 (1) RIGHT OF WAY IS SHOWN WITH TWO THICKENED IN THICK LINE.
 (2) LONG DASH LINES OR THICKENED ARE CONNECTED TO INDICATE CORNER REFER TO FIELD BOOK FOR FURTHER INFORMATION.
 (3) HEAD LINE INDICATES IN THE RUN AND THE FIELD OF WAY ARE INDICATED

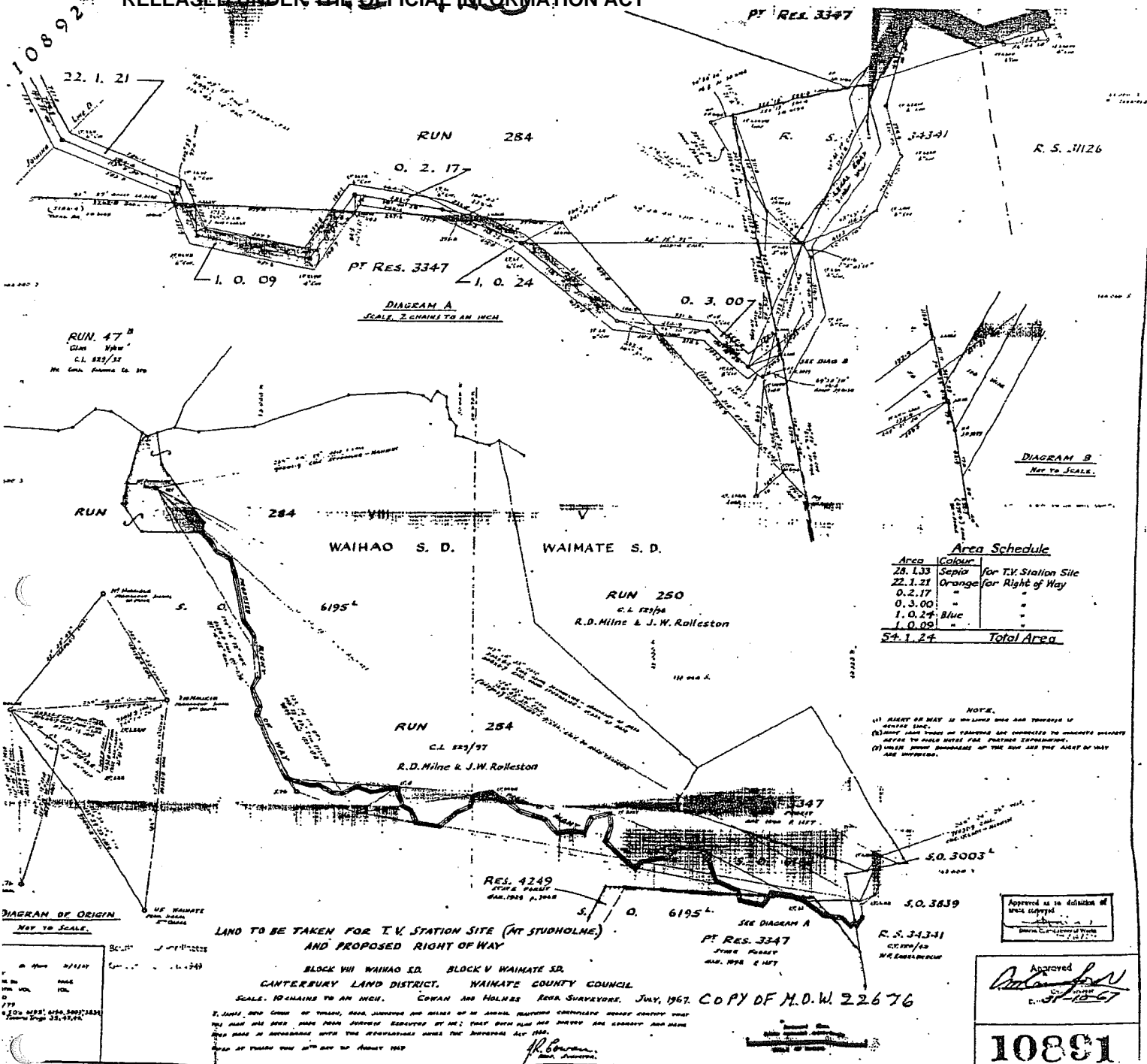
LAND TO BE TAKEN FOR T.V. STATION SITE (MT STUDHOLME)
 AND PROPOSED RIGHT OF WAY
 BLOCK VII WAIHAO S.D. BLOCK V WAIMATE S.D.
 CANTERBURY LAND DISTRICT. WAINATE COUNTY COUNCIL.
 SCALE. 10 CHAINS TO AN INCH. COWAN AND HALLMAN ROAD SURVEYORS. JULY, 1967. COPY OF M.O.W. 22676

Approved as to definition of area surveyed

Approved
 [Signature]
 31/12/67

GRAM OF ORIGIN
 NOT TO SCALE
 11/2/67
 1/12/67

PT RES. 3347



R. S. 11126

DIAGRAM A
SCALE 2 CHAINS TO AN INCH

DIAGRAM B
NOT TO SCALE

Area Schedule

Area	Colour	Use
28.133	Sepia	for TV Station Site
22.1.21	Orange	for Right of Way
0.2.17	"	"
0.3.00	"	"
1.0.24	Blue	"
1.0.05	"	"
54.1.24		Total Area

NOTE.
 (1) RIGHT OF WAY IS TO BE LINED WITH AND TRAVELED BY SERVICE INCH.
 (2) POWER LINES TO BE TAKEN AND CONDUCTED TO SERVICE INCHESY BY THE OWNERS OF THE LANDS THROUGH WHICH THE LINES ARE TO PASS.
 (3) THESE LINES TO BE TAKEN AND CONDUCTED TO SERVICE INCHESY BY THE OWNERS OF THE LANDS THROUGH WHICH THE LINES ARE TO PASS.

LAND TO BE TAKEN FOR T.V. STATION SITE (AT STUBHOLME) AND PROPOSED RIGHT OF WAY

BLOCK VII WAIHAO SD. BLOCK V WAIMATE SD.
 CANTERBURY LAND DISTRICT. WAIMATE COUNTY COUNCIL.
 SCALE. 10 CHAINS TO AN INCH. COWAN AND HOLMES REGD. SURVEYORS. JULY, 1967. COPY OF M.D.W. 22676

I, JOHN EDWARD COWAN, REGD. SURVEYOR AND HOLDER OF AN APPOINTMENT CERTIFICATE UNDER STATUTE THAT THE PLAN HAS BEEN MADE FROM SURVEYS CONDUCTED BY ME; THAT BOTH PLAN AND SURVEY ARE CORRECT AND HAVE BEEN MADE IN ACCORDANCE WITH THE REGULATIONS UNDER THE SURVEY ACT 1958.
 DATED AT DUNEDIN THIS 10TH DAY OF AUGUST 1967.

Approved as to definition of area copied
 Date: 10/10/67

Approved
 Date: 10/10/67

10891

Image Quality due to Condition of Original

RUN 47^B
Glen View
C.L. 523/93
Mt. Ucal. Deanna Co. Inc

28. 1. 33

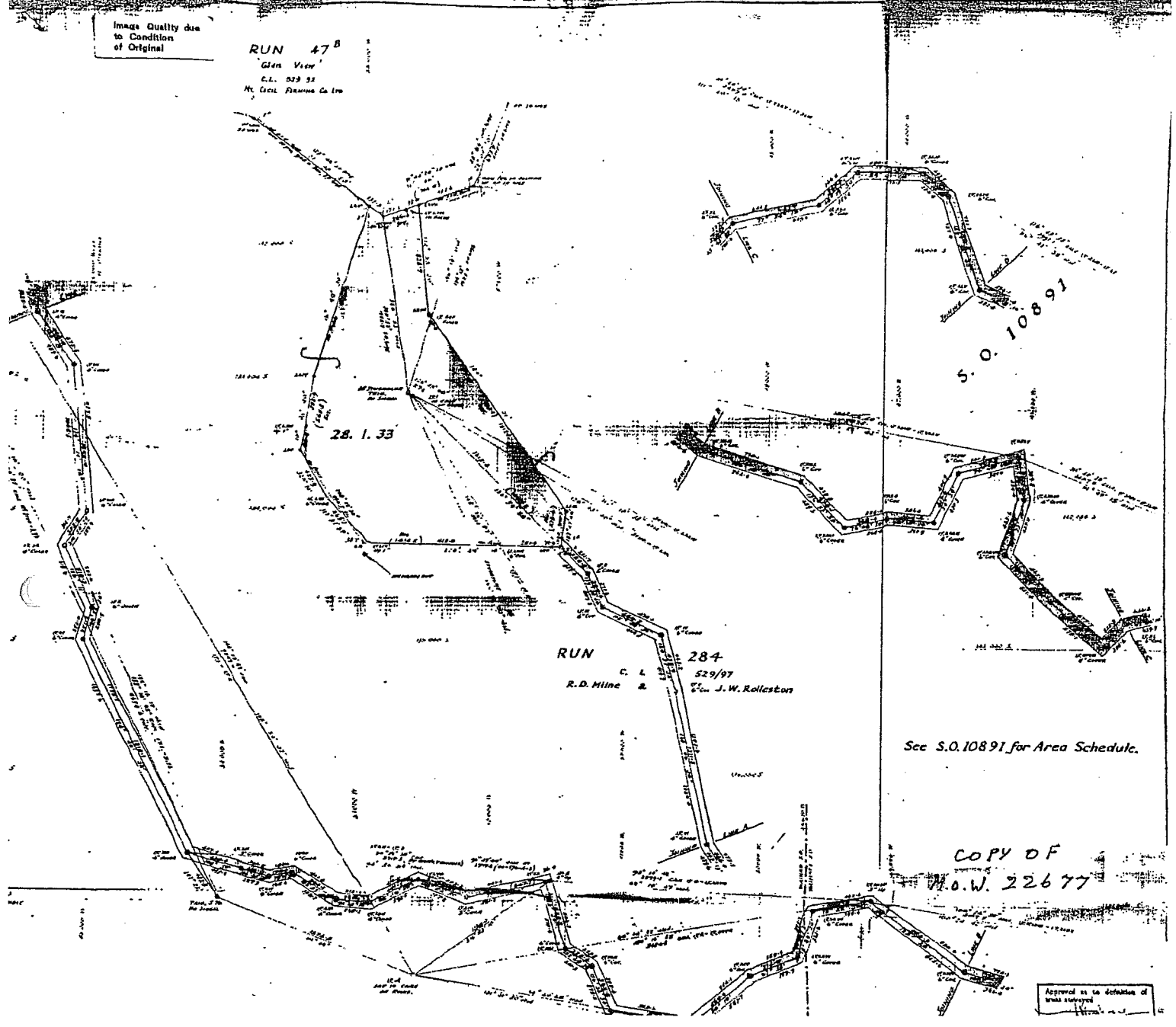
RUN 284
C. L. 529/97
R. D. Milne & J. W. Rolleston

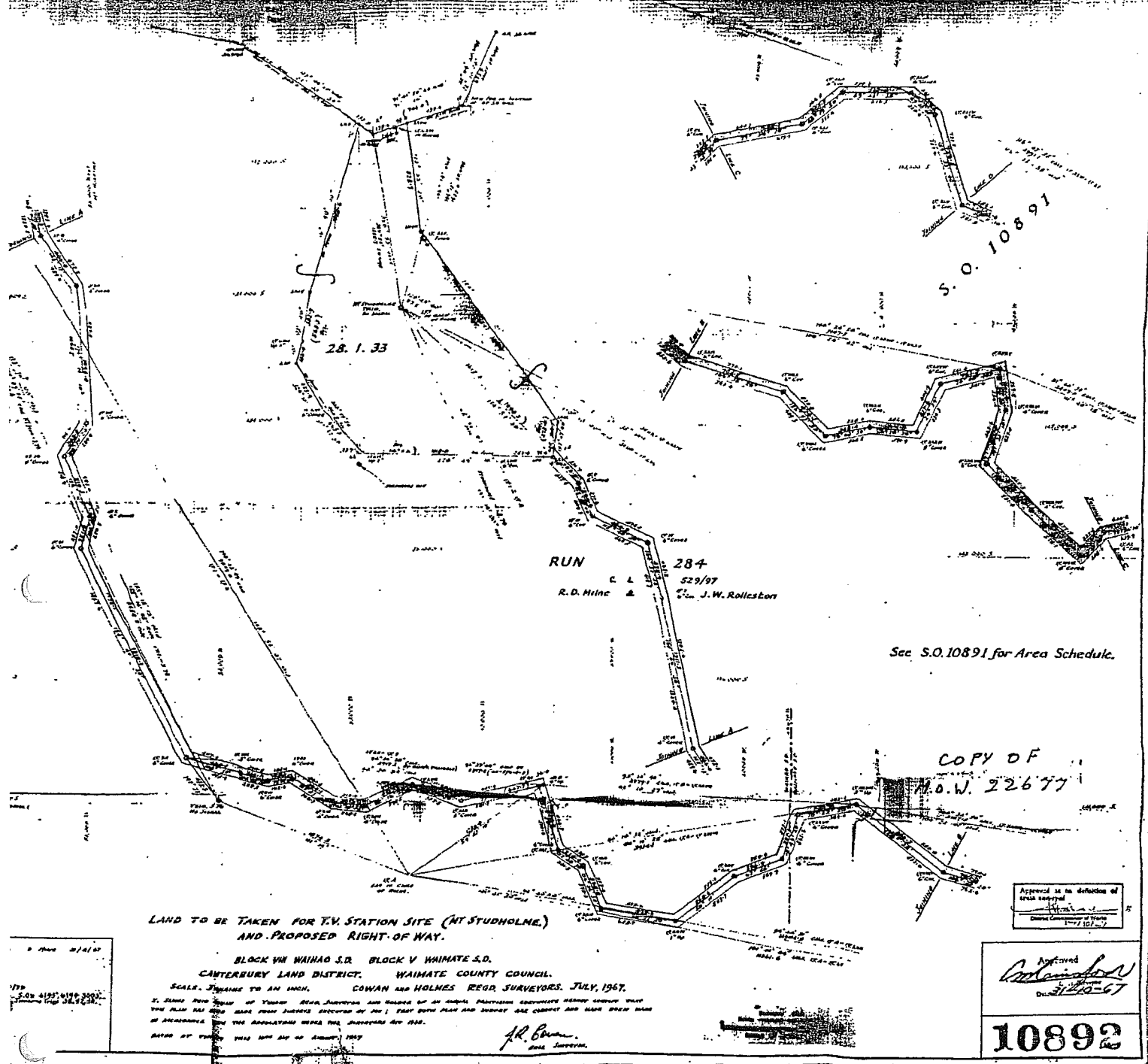
S. O. 10891

See S.O. 10891 for Area Schedule.

COPY OF
M.O.W. 22677

Approved as to definition of
trust territory





LAND TO BE TAKEN FOR T.V. STATION SITE (MT STUDHOLME) AND PROPOSED RIGHT OF WAY.

BLOCK VIII WHIANGA S.D. BLOCK V WHIMATE S.D.
 CANTERBURY LAND DISTRICT. WAIMATE COUNTY COUNCIL.
 SCALE. 3 INCHES TO AN INCH. COWAN AND HOLMES REGD. SURVEYORS. JULY, 1967.

I, JOHN ROY BROWN of Tairāroa, REGD. SURVEYOR and HOLDER of an APPOINTMENT EXPIRES HEREBY ADVISE THAT THE PLAN HAS BEEN MADE FROM SURVEYS CONDUCTED BY ME; THAT BOTH PLAN AND SURVEY ARE CORRECT AND HAVE BEEN MADE IN ACCORDANCE WITH THE REGULATIONS UNDER THE SURVEYORS ACT 1952.
 DATED AT TAIHARUA THIS 20TH DAY OF AUGUST 1967.

J.R. Brown
 REGD. SURVEYOR.

Approved as to definition of areas surveyed
 District Commissioner of Waikato
 1967 10/10/67

Approved
[Signature]
 District Commissioner of Waikato
 31/10/67

10892

Extract from N.Z. Gazette, 20 February 1969, No. 9, page 266

Land and an Easement over Land Taken for Broadcasting Purposes in Block VIII, Waihao Survey District, and Block V, Waimate Survey District, Waimate County

ARTHUR PORRITT, Governor-General
A PROCLAMATION

PURSUANT to the Public Works Act 1928, I, Sir Arthur Espie Porritt, Baronet, the Governor-General of New Zealand, hereby proclaim and declare that the land described in the First Schedule hereto is hereby taken for broadcasting purposes and shall vest in the New Zealand Broadcasting Corporation as from the date hereinafter mentioned, and that an easement for broadcasting purposes is hereby taken over the land described in the Second Schedule hereto, vesting in the New Zealand Broadcasting Corporation as from the date hereinafter mentioned the full and free right, liberty, licence, and authority in perpetuity to construct and use a right of way, with the right for the New Zealand Broadcasting Corporation, its servants, agents, workmen, licensees, and invitees, from time to time and at all times hereafter, to go, pass, and repass, with or without horses or other animals or vehicles, over the said land, and to maintain, repair, and keep open the said right of way for the purpose of providing access to the land described in the said First Schedule hereto, such easement to be held appurtenant to the land described in the said First Schedule hereto; and I also declare that this Proclamation shall take effect on and after the 24th day of February 1969.

FIRST SCHEDULE

CANTERBURY LAND DISTRICT

ALL that piece of land containing 28 acres 1 rood 33 perches situated in Block VIII, Waihao Survey District, Canterbury R.D., being part Run 284; as the same is more particularly delineated on the plan marked M.O.W. 22677 (S.O. 10892) deposited in the office of the Minister of Works at Wellington, and thereon coloured sepia.

SECOND SCHEDULE

CANTERBURY LAND DISTRICT

ALL those pieces of land situated in the Canterbury Registration District described as follows:

A. R. P.	Being
22 1 21	Part Run 284, Block VIII, Waihao Survey District; coloured orange on plan M.O.W. 22677 (S.O. 10892).
0 2 17 0 3 0	Parts Run 284, Block V, Waimate Survey District; coloured orange on plan M.O.W. 22676 (S.O. 10891).

As the same are more particularly delineated on the plans deposited in the office of the Minister of Works at Wellington, and thereon marked and coloured as above-mentioned.

Given under the hand of His Excellency the Governor-General, and issued under the Seal of New Zealand, this 23rd day of January 1969.

[L.S.] PERCY B. ALLEN, Minister of Works.
GOD SAVE THE QUEEN!

(P.W. 24/4725/6/1; D.O. 40/7/139)

A. E. SULLIVAN, Government Printer, Wellington, New Zealand.

Affects N.C.L. 529/97

Noted on B/Ls. VIII Waihao, and V Waimate S.D.

Sum: Please endorse C.L. 529/97.

Done 23/1/69

Reg. Copy end. H. 4-3-69. outstanding copy endorsed pmk 4/4/69

*58/456
Pt. Proc. 7590.3
Pt. Run 284
Area: 28-1-33
Blk VIII Waihao S.D.*

*M. J. ...
N 3 12
11 7*

Applicant's interests in R.O.W. over Pt. Run 284 coloured orange on plan in Proc 7590.3.

759013

Proclamation.
Particulars entered in Register-Books
Vol. 529 folio 97



Feb. 1970 at 9:50 a.m.

Land Registrar
CANTERBURY

NCO 759433 } New CT 8F/956 issued
(5-3-1969) } for the within land

Almond

M 716508, 716509 noted 20-3-1969

CS 529/97 noted 5/11/1969

Mortgage 716335 noted 2-4-1970

Noted to

M.O.W.

2) Bell Taylor & Co

acting for CS 529/97
M 716508

3) ...
for the 716508 & 716509

LAND & DEEDS	
Notary	<i>P. McC</i>
Firm	<i>M.O.W.</i>
27 FEB 70	
<i>7.40</i>	
Fee	£
Abstract No. 1128	

Appendix 7: Form of Existing Easement



VEC 5633558.1 DEED OF EASEMENT
CPY-81/03.PDS-906.45/04/01.09:38



DocID: 210236776

DEED OF GRANT OF EASEMENT

THIS DEED made this 15th day of December 2000

BETWEEN **HER MAJESTY THE QUEEN** (hereinafter with her successors and assigns referred to as "the Grantor") of the first part

AND **CABERFEIDH FARMS LIMITED** (hereinafter with its successors and assigns referred to as "the Lessee") of the second part

AND **TELEVISION NEW ZEALAND LIMITED** of Auckland (hereinafter with its successors and assigns referred to as "the Grantee") of the third part

WHEREAS **The Grantor** is the owner subject to the Land Act 1948 of all that parcel of land situated in the Land Registration District of Canterbury containing 1886.4191 hectares, more or less, being Parts Run 250, Part Run 284 and Parts Reserve 3347 situated in Blocks V, and IX, Waimate and Blocks VII, VIII and XII Waihao Survey Districts respectively and more particularly recorded in Pastoral Lease No. P.79 comprised and described in Volume 11K folio 1308 (Canterbury Registry) referred to as the "Servient Land"

AND WHEREAS **the Lessee** is the lessee of the Servient Land Subject to a Right of Way contained in Proclamation 759013, Compensation Certificates 53396/1 and 853992, Land Improvement Agreement 89421/1 and Easements created by Transfer A 307362.5 and Mortgage A 307362.6

AND WHEREAS **the Grantee** is registered as proprietor of an estate in fee simple in that piece of land situated in Block VIII, Waihao Survey District containing 11.5158 ha, being part Run 284 and being all of the land comprised and described in Certificate of Title ~~8F/456~~ (Canterbury Registry) (hereinafter referred to as the "Dominant Land")

AND WHEREAS **the Commissioner of Crown Lands** has agreed to grant to the Grantee upon the provisions hereinafter an easement of right of way over the Servient Land

NOW THEREFORE THIS DEED WITNESSETH that pursuant to the sum of ONE DOLLAR (\$1.00) and pursuant to these presents hereinbefore contained the Grantor pursuant to Section 60 of the Land Act 1948

Mt Studholme Agt

[Handwritten signatures and initials]
R.G.F.
M.O.L.
M.R.F.
*88E/956

DOTH HEREBY CONVEY AND GRANT to the Grantee an easement of right of way over those parts of the Servient Land shown as D and F on S.O. Plan 19578

TO THE END AND INTENT that the right of way hereby granted shall be forever hereinafter appurtenant to the Dominant Land for all purposes connected with the use, occupation and enjoyment thereof

AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN the Grantor, the Lessee and the Grantee that all the rights and powers in favour of the Grantee by virtue of Section 90D of the Land Transfer Act 1952 shall apply to the grant. PROVIDED HOWEVER that the rights and powers hereinafter set forth are applied to this DEED as follows:

1. The Lessee shall have the right in common with the Grantee to use the right of way for its own purposes.
2. The Lessee agrees not to grant or assign rights to use the right of way to any third party without the consent of the Grantee.
3. The Grantee shall maintain, repair and keep open the said right of way for the purposes of providing access to the Dominant Land.

IN WITNESS WHEREOF these presents have been assented to on the day and year hereinbefore appearing.

SIGNED for and on behalf of HER MAJESTY THE QUEEN as Grantor by Paul Alexander JACKSON acting pursuant to delegated authority from the Commissioner of Crown Lands pursuant to Section 41 of the State Sector Act 1988

[Handwritten signature]
.....

SIGNED for and on behalf of TELEVISION NEW ZEALAND LIMITED

[Handwritten signature]
.....
RA Armstrong MJ McClellan
Director Director

SIGNED for and on behalf of CABERFEIDH FARMS LIMITED

[Handwritten signature]
.....
R.A. Fraser (Director)

[Handwritten signature]
M.A. Fraser
(Director)

Mt Studholme Agt

Consent for the purposes of the Land Transfer Act 1952
[Handwritten signature]
Solicitor for the Lessee.

THE NATIONAL BANK OF NEW ZEALAND LIMITED

the mortgagee of the within Lessees land under and by virtue of Memorandum of Mortgage
No. A 307362.6 (Canterbury Registry) hereby consents to the within written
Deed of Grant of Easement

Dated this 21st day of March 2001

THE NATIONAL BANK OF
NEW ZEALAND LIMITED
BY ITS ATTORNEY



KAPUA KATRINA GARDINER

DEED OF GRANT OF EASEMENT

REFERENCES:

Vol _____ *Folio* _____

Vol _____ *Folio* _____



The National Bank
of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER** Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Services, Auckland Regional Support Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 21st day of March 2001

K. Gardiner

Appendix 8: Form of Existing Easement

A307362.5 TE

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENTS IN GROSS

12/6/97.

110ak-j1 08:48:23 27/06/1997 0000071945	
New Zealand Stamp Duty -	Notifiable
Self assessed duty	\$1,111,110.00

WHEREAS Her Majesty the Queen acting by and through the Commissioner of Crown Lands (hereinafter called 'the Grantor') is the owner, subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of Canterbury containing 1886.4191 hectares more or less situated in Blocks V and IX of the Waimate Survey District and Blocks VII, VIII and XII of the Waihao Survey District being Run 284 as more particularly recorded in the Register-book as Volume 11K Folio 1308 (Canterbury Registry) ('the Servient Land')

Timaru R97. M.R.F.

AND WHEREAS CABERFEIDH FARMS LIMITED at Christchurch (hereinafter called 'the Lessee') is the Lessee of the Servient Land, SUBJECT TO Right of Way attached to Proclamation 759013; Compensation Certificate 53396/1; Land Improvement Agreement 89421/1; Compensation Certificate 853922; and Change of Appellation 380343/1

AND WHEREAS the Grantor has with the consent of the Lessee agreed to transfer and grant to BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC. a company incorporated in Delaware, United States of America, BELLSOUTH NEW ZEALAND LIMITED at Auckland, BELLSOUTH NEW ZEALAND HOLDINGS LIMITED at Auckland and ST CELLULAR (NZ) PTE. LIMITED at Singapore (hereinafter with their respective successors and assigns collectively called 'the Grantee') certain easements in gross and specified herein over parts of the Servient Land with the rights and conditions hereinafter set forth.

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and in pursuance of Section 60 of the Land Act 1948 and for the consideration hereinafter set forth the Grantor **HEREBY TRANSFERS AND GRANTS** to the Grantee the following easements in gross for 19 years 364 days from 30 January 1995 upon and subject to the terms and conditions hereinafter set forth:

- (a) An easement in gross for telecommunication purposes over that part of the Servient Land which is marked "A" on Survey Office Plan SO19697 (hereinafter called 'the Easement Land').
- (b) A right of way easement in gross over those parts of the Servient Land which are marked "D", "E", "F", "I", "K", "X", "Y", "Z", "H" and "J" on Survey Office Plan SO19697 (hereinafter called 'the Right of Way') such right of way to be used in common with any other grantee, lessee, licensee or invitee.
- (c) An easement in gross over those parts of the Servient Land which are marked "C", "D" and "G" on Survey Office Plan SO19697 for the conveyance of electricity to the Easement Land by means of overhead or underground lines (such strip of land being hereinafter called 'the Electricity Line Easement').

R97
M.R.F.

AND THE GRANTOR AND THE GRANTEE COVENANT AS FOLLOWS:

1. THE Grantee has paid to the Grantor the sum of \$6,880.00 plus GST (the receipt whereof is hereby acknowledged) in consideration of the grant of easements evidenced hereby.
2. THE Grantee shall be entitled:
 - (a) to erect from time to time in over and under the Easement Land a mobile telecommunications facility as detailed on the attached plans and other works ("the Works") as the Grantee considers are necessary or desirable for the purposes of this Easement.
 - (b) to lay and maintain an overhead or underground line or lines ("the Lines") along the Electricity Line Easement.
3. IN order to construct or maintain the efficiency of any of the Works the Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, its servants, agents, workmen and invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Right of Way and to remain there for any reasonable time for the purpose of access to the Easement Land and upon the Easement Land for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the Works or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the said land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the aforesaid operations is repaired.
4. THE Grantee will from time to time repair and make good all damage to fences, gates and erections upon the Servient Land directly caused by the Grantee carrying out any of the Works or activities in terms of Clause 3.
5. THE Grantee shall, at the end of the term of this easement or the sooner determination hereof, remove all of the Works and shall restore the Servient Land to the condition that it was in at the commencement of the term.
6. THE Grantor or the Lessee will not :
 - (a) grow or permit to be grown any trees, shrubs or bushes of any description; or
 - (b) erect or permit to be erected any improvement or fences

2
 Paid to
 Review
 Grantor
 years
 ago
 Just being
 formalised
 now
 by Bell
 South

on the Servient Land which will interfere with the rights granted by this Transfer and will not at any time hereafter do permit or suffer any act whereby the full and

RRF
M.P.S.

free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this Transfer are interfered with or affected.

7. **THE** Grantor or the Lessee shall not be liable for any damage which may be caused to any of the Works by stock or which may be caused otherwise than through the wilful act, default or negligence of the Grantor or the Lessee or their servants, agents, or invitees.
 8. **THE** Grantee shall be entitled to transfer or assign any rights hereby granted to any person in which any partner of the Grantee or BellSouth Corporation has an interest (whether by way of ownership or control, in whole or in part, direct or indirect) or to any purchaser of the whole or part or of any interest in the Grantee's network or to one or more of the companies' respective subsidiaries or related companies (within the meaning of the Companies Act 1993 or any enactment in amendment or substitution thereof) whether or not they are formed before or after the date of this Transfer, and the same rights to transfer or assign shall be available to any such company or person to whom those rights are transferred or assigned. The Grantee may also transfer or assign such rights to any other person or corporation subject to its obtaining the written consent of the Grantor which shall not be unreasonably or arbitrarily withheld.
- IF** the Servient Land is transferred or subdivided the Lessee will give written notice thereof to the Grantee forthwith upon the happening of such event together with details of the address of any person who becomes or is to become the registered proprietor of the Servient Land or any part thereof.
9. **THE** Grantee will bear the full costs of the installation of its equipment and the carrying out of the Works and such legal and survey costs as are incurred in the preparation and execution of this Transfer, together with the reasonable legal costs of the Grantor and the Lessee relating to the perusal, execution and registration of this Transfer.
 10. **THE** rights implied in easements of vehicular right of way as contained in the Ninth Schedule of the Property Law Act 1952 shall not apply to the grant of right of way created by this Transfer. The Grantor and the Lessee under the said Pastoral Lease or any lease granted in renewal or replacement or substitution of that lease shall be jointly and severally responsible for maintaining the existing track situated on the right of way easement to a standard that enables it to be used by four-wheel drive vehicles provided however that the responsibility of the Grantor shall only arise after the fee simple estate in the Land has been transferred by Her Majesty The Queen to a third party.
 11. **NOTHING** shall be construed in this Transfer to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Radiocommunications Act 1989 or any statutory amendment or re-enactment thereof.

RAF
M.R.J.

12. ANY right of action or remedy that shall at any time hereafter accrue by reason of any breach or non-observance of any of the covenants herein expressed or implied and on the part of the Grantor to be observed or performed shall be enforced only against the registered proprietor for the time being of the Servient Land in respect of which such breach or non-observance shall occur or against the registered proprietor thereof at the time of such occurrence aforesaid **TO THE INTENT THAT** the liability of any registered proprietor for the time being of the Servient Land or any part thereof shall cease (except as to the acts and defaults occurring in respect of the land of which he is registered proprietor and while he is so registered) upon his ceasing to be registered proprietor of the land in respect of which such breach or non-observance shall occur.
13. ANY differences or disputes which may arise between the parties hereto touching or concerning this Transfer or any fact or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of this Transfer except as otherwise expressly provided shall be referred to the Arbitration in New Zealand of a single arbitrator agreed upon by the parties or failing agreement, of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment or re-enactment thereof for the time being in force. **PROVIDED THAT** while the Grantor continues to be Her Majesty the Queen acting by and through the Commissioner of Crown Lands then any differences or disputes with the Grantor shall be determined in accordance with the provisions of Section 17 of the Land Act 1948.
14. **IN** this Transfer unless a contrary intention appears:
- 'the Lines' or 'Line' means a wire or wires, cable or conductor of any kind used or intended to be used for the purposes contemplated by this Transfer and includes any part of a line;
- 'the Works' includes the presence, erection, construction, installation and maintenance of Lines, accessways, power, telephone and utility lines required for the operation of the mobile telecommunications facility, any building, any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, machinery, engines or excavation works used for the purpose or directly connected with the transmission, emission or reception of any form of radio, electric or electronic communication or telecommunication permitted and contemplated in terms of this Transfer and without limiting the generality hereof shall include the mobile telecommunications facility depicted in plans attached to a certain Easement Deed dated the 5th day of July 1995 between the Grantor and the Grantee affecting the Servient Land.

EXECUTED BY THE PARTIES

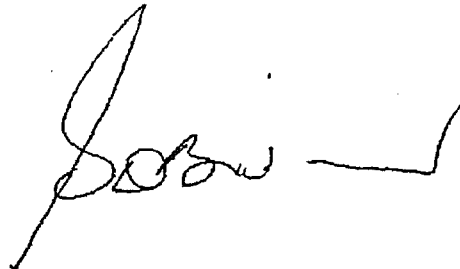
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R.G.F.
M.R.J.

Certified Correct for the
Purposes of the Land Transfer
Act 1952
[Signature]
Solicitor for the Grantor

EXECUTED AS A DEED

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



Selena Edmonds
Signature of Witness

S. D. BROWN
Signature of
COMMISSIONER OF CROWN LANDS
LAND INFORMATION N.Z.
WELLINGTON

Selena Edmonds
Name of Witness

Personal assistant
Occupation of Witness

Wellington.
Town of Residence

THE COMMON SEAL of BELLSOUTH ASIA/PACIFIC ENTERPRISES, INC. as Grantee was affixed in the presence of:

C. Carter
Signature of Authorised Person

Kiran Chandra Chhaganlal
Signature of Authorised Person

CURTIS LAWRENCE CARTER
Name of Authorised Person

KIRAN CHANDRA CHHAGANLAL
Name of Authorised Person

Vice President
Office Held

Associate Secretary
Office Held

R97
Mr. R. L.



SIGNED by BILLSOUTH NEW ZEALAND HOLDINGS LIMITED by the affixing of its Common Seal:

C. J. Carter
Signature of Authorised Person

CURTIS LAWRENCE CARTER

Name of Authorised Person

Vice-President Director

Office Held

L.M. Bolland
Signature of Witness

L.M. Bolland
Name of Witness

Personal Assistant
Occupation of Witness

Auckland
Town of Residence

Kiran Chandra Chhaganlal
Signature of Authorised Person

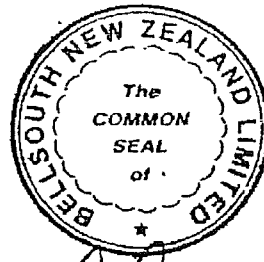
KIRAN CHANDRA CHHAGANLAL

Name of Authorised Person

Company Associate Secretary

Office Held

R97
M.R.L.



SIGNED by **BELLSOUTH NEW ZEALAND LIMITED** by the affixing of its Common Seal:

C.L. Carter
Signature of Authorised Person

CURTIS LAWRENCE CARTER
Name of Authorised Person

Vice-President Director
Office Held

R.M. Bolland
Signature of Witness

R.M. Bolland
Name of Witness

Personal Assistant
Occupation of Witness

Auckland
Town of Residence

Kiran Chhaganlal
Signature of Authorised Person

KIRAN CHANDRA CHHAGANLAL
Name of Authorised Person

Company Associate Secretary
Office Held

SIGNED by **ST CELLULAR (NZ) PTE LIMITED** by its Attorneys **CURTIS LAWRENCE CARTER** and **KIRAN CHANDRA CHHAGANLAL** in the presence of:

C.L. Carter

CURTIS LAWRENCE CARTER

Kiran Chhaganlal

KIRAN CHANDRA CHHAGANLAL

R.M. Bolland
Signature of Witness

R.M. Bolland
Name of Witness

Personal Assistant
Occupation of Witness

Auckland
Town of Residence

RRF
M.R.L.

CERTIFICATE OF NON REVOCATION
OF POWER OF ATTORNEY

We, CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY and KIRAN CHANDRA CHHAGANLAL hereby severally certify:

1. That by a Power of Attorney dated 4 December 1996, ST CELLULAR (NZ) PTE LIMITED appointed us as its attorneys on the terms and subject to the conditions set out in the said Power of Attorney including that either CURTIS LAWRENCE CARTER or SYDNEY ARTHUR NEELY together with KIRAN CHANDRA CHHAGANLAL may execute various documents as specified on its behalf. A copy of the power of attorney was registered at Christchurch under Number A291783.
2. That we hold the respective offices referred to in clause 1 of 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 ST CELLULAR (NZ) PTE LIMITED or otherwise.

SIGNED at Auckland this 12 day of June 1997

CURTIS LAWRENCE CARTER / SYDNEY
ARTHUR NEELY

KIRAN CHANDRA CHHAGANLAL

R97
M.R.J.

CONSENT OF LESSEE

Timaru R7 M.R.F

CABERFEIDH FARMS LIMITED at ~~Christchurch~~ *Timaru* as the Lessee hereby consents to the within Transfer and covenants that:

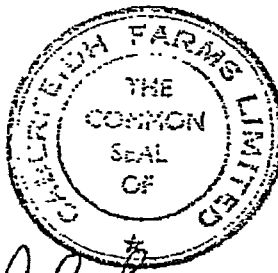
(i) it will not do or permit anything to be done which, if done by the Grantor, would be a breach of the Grantor's obligations herein; and

(ii) if it acquires an estate in fee simple in the Servient Land or any part thereof, it will ensure that such fee simple estate is subject to this Memorandum of Transfer and Grant of Easements, which shall be brought down as a memorial or alternatively that a similar grant is executed in favour of the Grantee.

DATED the *12th* day of *June*

1997

SIGNED by CABERFEIDH FARMS LIMITED by its directors in the presence of:



R.G. Fraser
Signature of Director

M. A. Fraser
Signature of Director

~~Signature of Witness~~

~~Name of Witness~~

~~Occupation of Witness~~

~~Town of Residence~~

DATED this 12th day of June 1997

HER MAJESTY THE QUEEN
(Grantor)

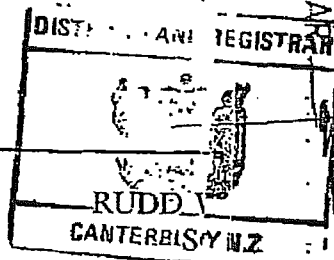
A N D

BELLSOUTH ASIA/PACIFIC ENTERPRISES
INC., BELLSOUTH NEW ZEALAND
LIMITED, BELLSOUTH NEW ZEALAND
HOLDINGS LIMITED AND ST CELLULAR
(NZ) PTE LIMITED (Grantee)

Supplement
REGISTER

MEMORANDUM OF TRANSFER AND
GRANT OF EASEMENTS IN GROSS

11.47 14 JUL 97 A 307362-5
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR



ATTENTION: J Tan
Our Ref:
LTBACKJCT



Appendix 9: Form of Existing Easement



Land Acquired for Telecommunications Purposes—Mt Studholme VHF Station, Canterbury

Pursuant to the Public Works Act 1981, and to a delegation from the Minister for Land Information, R. J. Sutherland, Land Information New Zealand:

(a) Pursuant to section 20, declares that, pursuant to an agreement to that effect having been entered into, the lessee's interests described in the First Schedule to this notice is acquired for telecommunications purposes, subject to easement A. 307362.5, and shall be vested in the Crown for telecommunication purposes on the date of publication of this notice in the *New Zealand Gazette*.

(b) Pursuant to sections 20 and 28, declares that, pursuant to an agreement having being entered into, easements are hereby acquired forever over the lessee's estate in the land described in the Second Schedule and shall be held appurtenant to the land described in the First Schedule, and shall vest in the Crown for telecommunication purposes and its successors as grantee in perpetuity on the date of publication of this notice in the *New Zealand Gazette*, subject to the terms and conditions set out in the Third Schedule.

(c) Pursuant to sections 20 and 28, declares that, pursuant to an agreement having being entered into, easements are hereby acquired forever from over the lessor's estate in the land described in the Second Schedule and shall be held appurtenant to the land described in the First Schedule, and shall vest in the Crown for telecommunication purposes and its successors as grantee in perpetuity on the date of publication of this notice in the *New Zealand Gazette*, subject to the terms and conditions set out in the Third Schedule.

Canterbury Land District—Waimate District Council

First Schedule

Area m ²	Being	Marked
4552	Part Run 284, situated in Block VIII, Waihao Survey District.	"A" on S.O. Plan 19578 (part certificate of title 11K/1308).

Second Schedule

Nature of Easement

	Being	Marked
Right of way	Parts Runs 284 and 3347, situated in Block VIII, Waihao Survey District and Block V, Waimate Survey District (C.T. 11K/1308).	"B", "C", "D", "E", "F" and "G" on S.O. Plan 19578.
Right to convey electric power	Part Run 284, situated in Block VIII, Waihao Survey District (C.T. 11K/1308).	3 metre wide strip of land centred on the lines marked "H-I" and "J-K" on S.O. Plan 19578.

Third Schedule

Definitions

"Grantor" means the Crown and the lessee of the servient land and includes their respective successors and assignees.

"Grantee" means the Crown for telecommunications purposes and includes its successors and assignees.

Right of Way Easement

Terms and Conditions

The grantee shall have the full, free right, liberty, licence and authority in perpetuity to construct and use a right of way for its servants, agents, workmen, licensees and invitees, from time to time and at all times hereafter, to go, pass, and repass with or without horses or other animals or vehicles over the said land and to maintain, repair, and keep open the said right of way for the purpose to enter upon and for the purpose of providing access to the land described the First Schedule.

The grantee shall have the rights and powers implied in easements of right of way as set out in the Seventh Schedule of the Land Transfer Act 1952 and in the Ninth Schedule of the Property Law Act 1952, except as modified by the following conditions:

1. The grantee will from time to time repair and make good all damage to fences, gates and erections upon the servient land directly caused by the grantee carrying out any of the works or activities in terms of the right of way.
2. The grantor or the lessee shall not be liable for any damage which may be caused to any of the telecommunication facilities by stock or which may be caused otherwise than that through the wilful act, default or negligence of the grantor or the lessee or their servants, agents, workmen, licensees and invitees.
3. The grantee shall be entitled to enter into a maintenance agreement with any other authorised user of the right of way. Notwithstanding any such agreement, the grantee agrees between the grantor and the grantee to ensure that the right of way is maintained to a good quality four wheel drive standard at the grantee's expense. In addition, the grantee shall at its option, either alone or in conjunction with other authorised users, maintain the easement land to a higher standard. It is specifically agreed that the grantor shall have no liability for the maintenance of the easement land to a higher standard in the absence of a written agreement to that effect from time to time.
4. The grantor as lessee of the pastoral lease shall have the right to use the right of way for his or her own purpose, but shall not grant or assign rights to use the right of way to any third party without the consent of the grantee.
5. The grantor as the Crown shall be responsible for fencing costs.

Electricity Easement

To lay and maintain electricity cables under or over the land over which the right to convey electricity is granted and to use such electricity cables for the purposes of conveying electricity.

Terms and Conditions

The grantee shall have the rights and powers implied in easements (mutatis mutandis) as set out in the Seventh Schedule of the Land Transfer Act 1952.

The grantor will not grow or permit to be grown any trees, shrubs or bushes of any description on the easement land which will interfere with the rights granted by this easement.

Dated at Auckland this 26th day of August 2002.

R. J. SUTHERLAND, for the Minister for Land Information.

(LINZ CPC/01/7263)

LS931

5381947.3 Application pursuant to Section 25(1) State-Owned Enterprises Act 1986 whereby Telecom New Zealand Limited is registered as proprietor as grantee - 24.10.2002 at 9.00am

~~Classified~~
for RGL

Execution Section

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

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

Witness

Occupation

Address

SIGNED for and on behalf of Caberfeidh
Farms Limited by two of its directors:

[name of director]

[name of director]

SIGNED for and on behalf of Kaiwarua
Station Limited by two of its directors:

[name of director]

[name of director]