

Crown Pastoral Land Tenure Review

Lease name : *OMARAMA
STATION*

Lease number : *PO 369*

Preliminary Proposal

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.

August

12

PROPOSAL FOR REVIEW OF CROWN LAND
Under Part 2 of the Crown Pastoral Land Act 1998

Date:

Parties

Holder:

Omarama Station Limited
C/- Brown Glassford & Co Ltd
86 Cavendish Road
Casebrook
CHRISTCHURCH

Commissioner of Crown Lands:

C/- Land Information New Zealand
Crown Property & Investment
CBRE House, 112 Tuam Street
Private Bag 4721
CHRISTCHURCH 8140

The Land

Lease: Omarama

Legal Description: Part Run 322B situated in Ahuriri, Benmore, Gala and Hawkdun Survey Districts

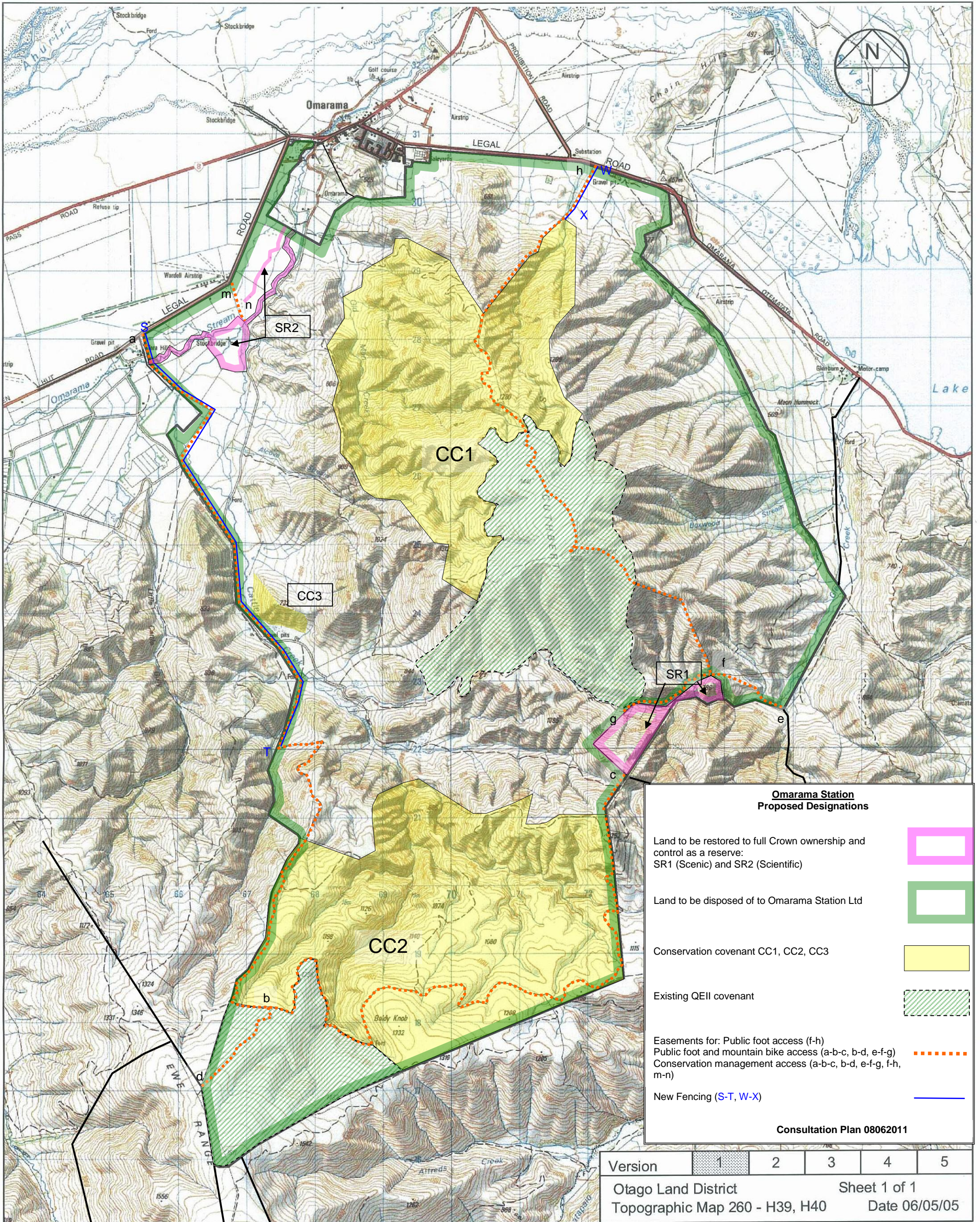
Area: 8781.2103 hectares more or less

Certificate of Title/Unique Identifier: OT338/23

Summary of Designations

Under this Proposal, the Land is designated as follows:

- (a) The Crown Land (shown edged in pink on the Plan) is to be restored to, or retained by, the Crown as set out in Schedules One and Two; and
- (b) The Freehold Land (shown edged in green on the Plan) is to be disposed by freehold disposal to the Holder as set out in Schedule Three.



2 Conditions

- 2.1 This Proposal, and any agreement arising therefrom, is subject to the conditions contained in Schedule Four (if any).

3 Settlement

- 3.1 Unless otherwise agreed by the parties, the Settlement Date for the disposal of the Freehold Land to the Holder by freehold disposal will be the day that is TEN (10) working days following the day on which Land Information New Zealand notifies the Commissioner that the Final Plan and a copy of this Proposal are registered in accordance with the Act.

- 3.2 The Freehold Land will be disposed of to the Holder under the Land Act 1948.

- 3.3 Notwithstanding anything to the contrary, if, as at the Settlement Date (as determined pursuant to clause 3.1), the rent payable under the Lease is subject to a Rent Review, then the Commissioner may elect to:

(a) settle on the Settlement Date on the basis that the Commissioner may retain from the Commissioner's Payment an amount which the Commissioner, acting reasonably, estimates will be payable by the Holder to the Commissioner following agreement or determination of the Rent Review ("the Retention"). The Retention shall be held by the Crown Law Office in an on-call, interest-bearing trust account in the joint names of the parties for their respective rights and interests. Upon agreement or determination of the Rent Review, the Commissioner shall calculate the rent shortfall payable by the Holder to the Commissioner in respect of the period from the effective date of the Rent Review to the Settlement Date, both dates inclusive ("the Shortfall"). If:

(i) the Shortfall is less than the Retention and the net interest earned thereon, the balance shall be paid by the Commissioner to the Holder within TEN (10) working days; or

(ii) the Shortfall is more than the Retention and the net interest earned thereon, the balance shall be paid by the Holder to the Commissioner within TEN (10) working days;

or

(b) defer the Settlement Date until TEN (10) working days after the rent payable as a consequence of the Rent Review:

(i) has been agreed or determined; and

(ii) is not and will not be subject to any appeal, rehearing or other proceedings.

4 Holder's Payment

- 4.1 By 3.00 p.m. on the Settlement Date, the Holder must pay the Holder's Payment and all other money payable to the Commissioner or the duly appointed agent of the Commissioner by bank cheque without set-off or deduction of any kind in accordance with the settlement requirements of the Commissioner.

- 4.2 If the Holder fails to pay the Holder's Payment or any part of it or any other money to the Commissioner or to the duly appointed agent of the Commissioner on the Settlement Date clause 19 will apply.

5 Commissioner's Payment

- 5.1 The Commissioner shall pay the Commissioner's Payment to the Holder on the Settlement Date.

- 5.2 No interest shall be payable to the Holder by the Commissioner in respect of the Commissioner's Payment, including (without limitation) for the period from the Vesting Date to the Settlement Date.

6 Vesting of Crown Land

- 6.1 The Crown Land will vest in the Crown on the Vesting Date.

7 Issue of Certificate of Title

- 7.1 Notwithstanding any other provision in this Proposal, the Commissioner will not request that the Surveyor-General issue a certificate to the Registrar pursuant to section 116 of the Land Act 1948 (to enable a certificate of title to issue for the Freehold Land) unless and until:
- (a) the Commissioner has received the Holder's Payment from the Holder under clause 4, and all other money payable by the Holder under this Proposal and the Notice;
 - (b) the Holder has provided to the Commissioner duplicate copies of the certificate of title relating to the Lease (if any) and/or the Lease if requested by the Commissioner;
 - (c) the Holder has signed and returned to the Commissioner all documents required by the Commissioner to be signed by the Holder to give effect to this Proposal (including, without limitation, any permit, covenant, easement and/or any other document); and
 - (d) the Holder has procured a registrable discharge of any Mortgage and provided this to the Commissioner together with any new mortgage documents to be registered against the Freehold Land.

8 Registration of Documents

- 8.1 Subject to clause 7, the Commissioner will lodge all documents necessary to give effect to this Proposal (including, without limitation any easement, covenant, discharge of mortgage, and/or duplicate copy of the Lease) and any new mortgage documents to be registered against the certificate of title to be issued for the Freehold Land so that the certificate of title for the Freehold Land will issue subject to the encumbrances provided in this Proposal. Any new mortgage will be registered after any other encumbrances such as any easements and/or covenants are registered.

9 Consents

- 9.1 The Holder must obtain the written consent to the Holder's acceptance of this Proposal from all persons having an interest in the Land (other than the Holder), including, but not limited to:
- (a) any Mortgagee(s);
 - (b) any party entitled to the benefit of a land improvement agreement registered against the Lease and/or the Land; and
 - (c) any other person that the Commissioner reasonably believes has an interest in the Land or who the Holder reasonably believes has an interest in the Land, whether registered or not.
- 9.2 The consents required under clause 9.1 must be in a form acceptable to the Commissioner in all respects and be returned to the Commissioner with this Proposal on its acceptance by the Holder. Examples of the form of consents required under clause 9.1 are set out in Appendix 1.
- 9.3 The Holder must also obtain, and provide to the Commissioner if requested, all consents necessary for the Holder to accept this Proposal including (without limitation) any:
- (a) corporate and/or trustee consents; and
 - (b) consent required under the Overseas Investment Act 2005 and the Overseas Investment Regulations 2005.
- 9.4 The Holder will procure the Mortgagee to execute a registrable discharge of the Mortgage and, if required by the Mortgagee, the Holder will execute registrable new mortgage documents and forward these to the Commissioner to be registered as set out in clause 8.
- 9.5 If required by the Mortgagee, the Commissioner will provide an undertaking that, subject to the provisions of clause 7 being satisfied, the Commissioner will register the discharge of the

Mortgage and register any new mortgage against the certificate of title for Freehold Land at the same time as the certificate of title for the Freehold Land issues.

10 Continuation of Lease

- 10.1 The Lease will remain in full force and effect until a certificate of title issues for the Freehold Land. Notwithstanding when Settlement Date occurs, until a certificate of title issues for the Freehold Land the Holder will duly and punctually comply with all obligations on its part under the Lease (other than as set out at clause 12.1 (b)) and the Lease will remain in full force and effect.
- 10.2 From the date that a certificate of title is issued for the Freehold Land the Lease is deemed to be surrendered and, subject to clause 10.3, the Commissioner releases and discharges the Holder from the performance and observance of all covenants, conditions and obligations under the Lease.
- 10.3 The release and discharge in clause 10.2:
- (a) Is without prejudice to the rights, remedies and powers of the Commissioner contained in the Lease (except as varied in accordance with clause 12.1(b)); and
 - (b) will not release or discharge the Holder from any liability under the Lease, arising prior to the date that the certificate of title for the Freehold Land is issued, under any statute or by any reason where such liability is due to the fault of the Holder.
- 10.4 As from the Vesting Date, the Holder will not have any estate, right or claim against any of the land, improvements, fencing, buildings, structures, fixtures, fittings or chattels on the Crown Land (subject to the provisions of any permit, easement, concession, other encumbrance or document provided under this Proposal). The Holder will not be entitled to any compensation for any of its improvements, fencing, buildings, structures, fixtures, fittings or chattels which are on the Crown Land as at the Vesting Date.

11 Fencing and Construction Works

- 11.1 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, the Commissioner will, subject to clauses 11.2 and 14.4, erect at the Commissioner's cost new fencing:
- (a) approximately along the line marked "New Fencing Line" on the Plan; and
 - (b) to the specifications in Appendix 3;
- ("the Fencing").
- 11.2 If the Fencing requires a resource consent or any other consent from any local or territorial authority ("the Fencing Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Fencing Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Fencing Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects; the Commissioner may, acting reasonably, elect to do any one or more of the following:
 - (iii) erect the Fencing in a position different from that shown on the Plan;
 - (iv) erect the Fencing over a shorter distance than that shown on the Plan; or

- (v) erect the Fencing to specifications different from those in Appendix 3.
- 11.3 If the Commissioner has not completed the Fencing by the Settlement Date, the Holder agrees that the Commissioner may register a covenant, on terms entirely satisfactory to the Commissioner (in the Commissioner's sole discretion), over the Freehold Land to enable the Commissioner to complete the Fencing. The Holder will do all things necessary (including signing any document) to enable the Commissioner to register such a covenant.
- 11.4 The ongoing maintenance of the Fencing referred to in clauses 11.1 and 11.2 will be subject to the terms of the Fencing Act 1978.
- 11.5 If the Holder has accepted this Proposal and that acceptance has taken effect pursuant to the Act, [the Commissioner] [the Holder] [both parties] will, subject to clause 11.6, undertake the construction works set out in Appendix 3 on the terms and conditions set out in Appendix 3 ("the Construction Works").
- 11.6 If any Construction Works for which the Commissioner is liable, or jointly liable with the Holder, require a resource consent or any other consent from any local or territorial authority ("the Works Consent"), the following provisions shall apply:
- (a) The Commissioner shall use reasonable endeavours to obtain the Works Consent within 6 months of this Proposal taking effect pursuant to the Act.
 - (b) If the Works Consent:
 - (i) is not obtained within 6 months of this Proposal taking effect pursuant to the Act; and/or
 - (ii) is obtained on terms which are not satisfactory to the Commissioner in all respects;
- the Commissioner may, acting reasonably, elect to vary the extent of the Construction Works in question and/or the terms and conditions upon which they are carried out.

12 Apportionments

- 12.1 Rent payable under the Lease in respect of the Freehold Land shall be apportioned as follows:
- (a) Rent paid or payable will be apportioned on the Settlement Date as at the Settlement Date and either deducted from or added to (as the case may be) the amount required to settle.
 - (b) Notwithstanding that the Lease continues in effect until a certificate of title issues for the Freehold Land, the Holder shall not be required to pay any rent under the Lease for the Freehold Land from the Settlement Date.
- 12.2 Rent paid or payable under the Lease for the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.3 All rates, levies, and all other incomings and outgoings and other charges receivable from or charged upon the Freehold Land will, unless otherwise agreed by the parties, be apportioned on the Settlement Date as at the Settlement Date.
- 12.4 All rates, levies and all other incomings and outgoings and other charges receivable from or charged upon the Crown Land will be apportioned on the Settlement Date as at the Vesting Date and either deducted from or added to (as the case may be) the amount required to settle.
- 12.5 Following the date that a certificate of title issues for the Freehold Land, the Commissioner will undertake a final apportionment and either the Commissioner will pay to the Holder, or the Holder will pay to the Commissioner, any additional amounts due because of any payments made or received by one party on behalf of the other for the period from the Settlement Date to the date on which a new certificate of title issues for the Freehold Land.

13 Risk

- 13.1 On and with effect from the Unconditional Date all risk of any nature in respect of the Freehold Land will pass from the Commissioner to the Holder. For the avoidance of doubt, the Holder's current risk in respect of matters arising under the Lease, including, without limitation, the Holder's risk in respect of all improvements, buildings, fencing, fixtures, fittings and chattels, will continue to remain with the Holder until the Lease is deemed to be surrendered under clause 10.2.
- 13.2 The Holder will be required to comply with its settlement obligations under this Proposal irrespective of any damage to, or destruction of, the Freehold Land prior to the Settlement Date.

14 Survey

- 14.1 All areas of the Land forming part of this Proposal and delineated on the Plan are approximate and subject to preparation of the Final Plan. The measurements of the areas may therefore alter on the Final Plan.
- 14.2 No error, misdescription or amendment of any part of the Land will annul, vary, or derogate from this Proposal, or the Holder's acceptance of this Proposal.
- 14.3 For the avoidance of doubt, the Holder will not be entitled to cancel or withdraw its acceptance of this Proposal, nor will the Holder, or any successor in title of the Holder or any party with an interest in the Land, be entitled to payment of any compensation, should any area of the Land on the Final Plan have a different measurement to the area specified in this Proposal.
- 14.4 The Commissioner does not warrant that any existing fence is erected on, or that any new fence to be erected will be on, any boundaries of the Land or any part of the Land as outlined on the Plan or the Final Plan.

15 Holder's Acknowledgements

- 15.1 If the Holder accepts this Proposal and that acceptance takes effect under the Act, the Holder acknowledges that:
- (a) it is obtaining the freehold interest in the Freehold Land:
 - (i) "as is", solely in reliance on its own investigations and judgement; and
 - (ii) not in reliance on any representation or warranty made by the Commissioner, its employees, agents or any other person or persons directly or indirectly associated with the Commissioner;
 - (b) the Holder has carried out all inspections of the Freehold Land which the Holder considers necessary to satisfy itself as to all matters relating to the Freehold Land;
 - (c) the Holder, at its cost, is entirely responsible for all work to ensure that the Freehold Land complies with all applicable laws including (without limitation):
 - (i) the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and
 - (ii) any rule in any plan, resource consent or other requirement issued under the Resource Management Act 1991, and
 - (iii) the Building Act 2004 and the Building Amendment Act 2009; andthe Holder hereby indemnifies and will indemnify the Commissioner against all losses, damages and expenses incurred by the Commissioner and against all claims made against the Commissioner in respect of any work or costs for which the Holder is liable under this clause 15;
 - (d) nothing in this Proposal is affected by, and the Commissioner has no liability of any nature in respect of, the existence or terms of any leases, licences or other occupation rights of any nature (if any) granted by the Holder in respect of the Land; and
 - (e) the Holder has no claim (and will not have any claim) whatsoever against the Crown and/or Commissioner in relation to the Tenure Review and/or this Proposal, including (without limitation) any claim for any misrepresentation or for any loss or damage suffered whether in contract, tort (including negligence) or otherwise.

16 No Representations or Warranties by the Commissioner

- 16.1 The Commissioner gives no representations or warranties of any nature in respect of the Freehold Land. Without limitation, the Commissioner does not warrant:
- (a) the accuracy of any matter in the Notice or this Proposal or in any notice, or any correspondence or other information provided to the Holder by the Commissioner or by any agent, contractor or employee of the Commissioner; or
 - (b) that the Freehold Land is or will remain suitable for the Holder's use; or
 - (c) that the Freehold Land complies with all or any statutory, territorial authority or any other legal requirements affecting or relevant to the Freehold Land.

17 Acceptance

- 17.1 The Holder's acceptance of this Proposal is irrevocable and constitutes a binding agreement between the Commissioner and the Holder.
- 17.2 If the Commissioner does not receive an acceptance to this Proposal from the Holder within three (3) months of putting it (in its substantive form) to the Holder, the Holder is deemed to have rejected this Proposal.

18 Solicitors Certificate

- 18.1 The Holder must procure the Holder's solicitors to provide the Commissioner with a solicitor's certificate (in a form satisfactory to the Commissioner, in its reasonable opinion) relating to such matters as the Holder's execution of this Proposal and the Holder's execution of any documents required to give effect to this Proposal (including, without limitation any easement, protective mechanism and/or concession). An example of the form of solicitors certificate required is set out at Appendix 2.
- 18.2 The Holder must return the completed solicitor's certificate to the Commissioner with this Proposal on its acceptance by the Holder.

19 Default

- 19.1 If from any cause whatever (except the default of the Commissioner) all or any part of the Holder's Payment or any other money payable by the Holder to the Commissioner is not paid on the due date the Holder will pay to the Commissioner interest at the Default Rate on the part of the Holder's Payment or any other money payable by the Holder to the Commissioner so unpaid from the due date until the date of actual payment in full.
- 19.2 The Commissioner's rights under this clause 19 are without prejudice to any other rights or remedies available to the Commissioner at law or in equity.

20 Goods and Services Tax

- 20.1 Unless the context otherwise requires, words and phrases used in this clause have the same meaning as in the GST Act.
- 20.2 If the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are taxable supplies under the GST Act, then:
- (a) the Commissioner and the Holder warrant to each other that they are registered for GST purposes as at the Holder's acceptance of this Proposal and that they will be so registered on the Settlement Date;
 - (b) the Commissioner and the Holder confirm that as at the Settlement Date:
 - (i) each is acquiring the goods supplied with the intention of using the goods for making taxable supplies; and
 - (ii) the Commissioner and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Crown Land and the Holder and any associated person in terms of section 2A(1)(c) of the GST Act do not intend to use the Freehold Land as a principal place of residence; and

- (c) the Commissioner and the Holder agree that the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration are to be zero-rated for GST purposes under section 11(1)(mb) of the GST Act.
- 20.3 If any of the circumstances set out in clause 20.2 change between the date of the Holder's acceptance of this Proposal and the Settlement Date, then the relevant party will notify the other of the changed circumstances as soon as practicable and in any event not later than 2 working days before the Settlement Date and such party shall warrant that the changed circumstances are correct as at the Settlement Date. If the GST treatment of the supplies evidenced by the Holder's Consideration and the Commissioner's Consideration changes as a result of the changed circumstances and a party has already provided the other with a GST invoice, then that party will issue a debit note or credit note, as the case may be, for GST purposes.
- 20.4 On the 10th working day following the Unconditional Date, the Commissioner will provide to the Holder a GST invoice in respect of the supply evidenced by the Holder's Consideration. The invoice will specify the Commissioner's GST Date.
- 20.5 The Holder will pay GST (if any) on the Holder's Consideration to the Commissioner by bank cheque on the Commissioner's GST Date, time being of the essence.
- 20.6 On the 10th working day following the Unconditional Date, the Holder will provide to the Commissioner a GST invoice in respect of the supply evidenced by the Commissioner's Consideration.
- 20.7 The Commissioner will pay GST (if any) on the Commissioner's Consideration to the Holder on the Commissioner's GST Date, time being of the essence.
- 20.8 Where any GST is not paid to the Commissioner or to the Holder (as the case may be) in accordance with this clause 20, the Holder will pay to the Commissioner, or the Commissioner will pay to the Holder (as the case may be), upon demand and together with the unpaid GST:
- (a) interest, at the Default Rate, on the amount of the unpaid GST and which will accrue from the Commissioner's GST Date until the date of payment of the unpaid GST; and
 - (b) any Default GST.

21 Lowest price

- 21.1 The Holder's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Freehold Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Holder's Consideration.
- 21.2 The Commissioner's Consideration does not include any capitalised interest and the parties agree that the "lowest price" for the purposes of valuing the Crown Land under section EW 32(3) of the Income Tax Act 2007 is equal to the Commissioner's Consideration.

22 Costs

- 22.1 The Commissioner will meet the costs of the survey (if any) of the Land, including all designation areas, the Final Plan and for a certificate of title to issue for the Freehold Land.
- 22.2 The Holder is responsible for all costs the Holder incurs in respect of and incidental to the Tenure Review. In particular, but without limitation, the Holder shall bear all its costs in relation to the review of all documentation forming part of the Tenure Review (including this Proposal), and all professional advice provided to or sought by the Holder.

23 No nomination or assignment

- 23.1 The Holder is not entitled to, and is expressly prohibited from, nominating another person to perform the Holder's obligations under this Proposal or assigning to another person the Holder's interest (or any part) under this Proposal.

24 Recreation Permit

- 24.1 Immediately on the registration of the Final Plan and a copy of the proposal to which it relates over the Land and pursuant to s64 of the Act, any recreation permit granted over the Land shall be determined.

25 Consents for Activities

- 25.1 If the Holder has been granted a consent by the Commissioner to do an activity on the land under sections 15 or 16 of the Act, and the area over which the consent is exercised is designated in the proposal as Crown Land then the Holder agrees to act in good faith whilst exercising the terms of consent and not damage or destroy the Crown Land or anything thereon.

26 General

- 26.1 This Proposal and the Notice:
- (a) constitute the entire understanding and agreement between the Commissioner, the Crown and the Holder in relation to the Tenure Review; and
 - (b) supersede and extinguish all prior agreements and understandings between the Crown, the Commissioner and the Holder relating to the Tenure Review.
- 26.2 Each provision of this Proposal will continue in full force and effect to the extent that it is not fully performed at the Settlement Date.
- 26.3 The Holder must comply with the Commissioner's requirements for the implementation and settlement of the Tenure Review contemplated by this Proposal.
- 26.4 The Commissioner and the Holder will sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the other to effectively carry out and give effect to the terms and intentions of this Proposal.
- 26.5 This Proposal is governed by, and must be construed under, the laws of New Zealand and the Commissioner and the Holder irrevocably submit to the jurisdiction of the New Zealand courts or other New Zealand system of dispute resolution.
- 26.6 The illegality, invalidity or unenforceability of any provision in this Proposal will not affect the legality, validity or enforceability of any other provision.
- 26.7 In relation to notices and other communications under this Proposal:
- (a) each notice or other communication is to be in writing, and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated for that purpose by the addressee to the other party. Other than the address to which the Holder is to send its acceptance of this Proposal (which the Commissioner will specifically notify the Holder of) the address, person or office holder (if any) for each party is shown on the front page of this Proposal;
 - (b) no communication is to be effective until received. A communication will be deemed to be received by the addressee:
 - (i) in the case of a facsimile, on the working day on which it is despatched or, if despatched after 5.00 p.m. on a working day or, if despatched on a non-working day, on the next working day after the date of dispatch;
 - (ii) in the case of personal delivery (including, but not limited to, courier by a duly authorised agent of the person sending the communication), on the working day on which it is delivered, or if delivery is not made on a working day, on the next working day after the date of delivery; and
 - (iii) in the case of a letter, on the fifth working day after mailing (postage paid).

27 Interpretation

27.1 Definitions

In this Proposal unless the context otherwise requires:

Act means the Crown Pastoral Land Act 1998;

Commissioner means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Commissioner's Consideration means the amount payable by the Commissioner to the Holder by equality of exchange for the surrender of the leasehold interest in the Lease in relation to the Crown Land, as specified in the Notice;

Commissioner's GST Date means the earlier of Settlement Date or the fifth working day before the day on which the Commissioner is due to pay to the Inland Revenue Department all GST payable by the Commissioner in respect of the supply made under this Proposal;

Commissioner's Payment means the balance of the Commissioner's Consideration payable by the Commissioner to the Holder by equality of exchange for the Crown Land, as specified in the Notice (if any);

Crown Land means the land (including any improvements) set out in Schedule One and the land (including any improvements) set out in Schedule Two (if any);

Default GST means any additional GST, penalty or other sum levied against either the Commissioner or the Holder under the Goods and Services Tax Act 1985 or the Tax Administration Act 1994 by reason of either the Commissioner or the Holder failing to pay GST as required by this Proposal. It does not include any sum levied against the Commissioner or the Holder by reason of a default by the Commissioner after payment of GST to the Commissioner by the Holder or by reason of a default by the Holder after payment of GST to the Holder by the Commissioner;

Default Rate means the rate of 11 per cent per annum;

Fencing means any stock proof farm fence.

Fencing Consent means any and all consents required for fencing under the Resource Management Act 1991.

Final Plan means the final plan for the Land prepared and submitted by the Commissioner to the Surveyor-General under sections 62(4)(c) and (d) of the Act;

Freehold Land means the land set out in Schedule Three;

GST means all goods and services tax payable by the Commissioner or the Holder under the Goods and Services Tax Act 1985 in respect of their respective supplies evidenced by this Proposal;

GST Act means the Goods and Services Tax Act 1985;

Holder means holder shown on the front page of this Proposal (being the lessee under the Lease);

Holder's Consideration means the amount payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice;

Holder's Payment means the balance of the Holder's Consideration payable by the Holder to the Commissioner by equality of exchange for the freehold of the Freehold Land, as specified in the Notice (if any);

Land means the land subject to the Tenure Review identified on the front page of this Proposal;

Lease means the lease described on the front page of this Proposal;

Mortgage means any mortgage (registered or unregistered) over the Land;

Mortgagee means the holder of any Mortgage;

Notice means the notice to the Holder setting out:

- (a) the Holder's Consideration;
- (b) the Commissioner's Consideration; and
- (c) the Holder's Payment or the Commissioner's Payment (as the case may be);

which includes amounts proposed to be paid by way of equality of exchange and accompanies this Proposal, but is not part of this Proposal;

Plan means the plan of the Land showing all designations on page 2 of this Proposal;

Registrar means the Registrar-General of Lands appointed pursuant to section 4 of the Land Transfer Act 1952;

Rent Review means the process for determination of the rent payable under the Lease as set out in sections 6 - 8 of the Act;

Settlement Date means the settlement date defined in clause 3.1;

Surveyor-General means the Surveyor-General appointed under section 5 of the Cadastral Survey Act 2002;

Tenure Review means the tenure review of the Land being undertaken by the Commissioner under the Act;

Unconditional Date means the date that the Commissioner receives from the Holder an executed copy of this Proposal signed by the Holder containing the signed consents of all persons having an interest in the Land to the Holder's acceptance of this Proposal which results in the acceptance taking effect under the Act;

Vesting Date means the date on which the Crown Land vests in the Crown pursuant to the Act;

Working day means a day that is not a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Labour Day, or a day during the period commencing on any Christmas Day and ending with the 15th day of the following January or a day which is a provincial holiday in the place where the obligation is to be performed.

Works Consent means any and all consents required under the Resource Management Act 1991 and the Resource Management Amendment Act 2005; and/or the Building Act 2004.

27.2 Construction of certain references

In this Proposal, unless inconsistent with the context:

- (a) a reference to a certificate of title includes a reference to a computer register;
- (b) words importing a gender include all genders;
- (c) reference to a statute includes reference to all enactments that amend or are passed in substitution for the relevant statute and to all regulations relating to that statute;
- (d) words in the singular include the plural and vice versa;
- (e) reference to a month means a calendar month;
- (f) reference to a person means an individual, a body corporate, an association of persons (whether corporate or not), a trust or a state or agency of a state (in each case, whether or not having separate legal personality);
- (g) references to sections, clauses, sub-clauses, parts, annexures, attachments, appendices, schedules, paragraphs and sub-paragraphs are references to such as they appear in this Proposal and form part of this Proposal;
- (h) headings are included for ease of reference only and will not affect the construction or interpretation of this Proposal;
- (i) all monetary amounts are expressed in New Zealand currency;
- (j) references to obligations includes reference to covenants, undertakings, warranties and, generally, obligations or liabilities of any nature properly arising whether directly or indirectly, under or in respect of the relevant contract, agreement or arrangement;
- (k) all references to times are references to times in New Zealand;
- (l) if the Holder comprises more than one person, each of those persons' obligations, as Holder, will be both joint and several.

Schedule One: Provisions relating to the Schedule One Land

1 Details of Designation

- 1.1 Under this Proposal part of the land shown edged in pink on the Plan and labelled SR1, being 81 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as reserve held for the purpose of a scenic reserve.
- 1.2 Under this Proposal part of the land shown edged in pink on the Plan and labelled SR2, being 80 hectares (approximately) is designated as land to be restored to or retained in full Crown ownership and control as reserve held for the purpose of a scientific reserve.

Schedule Two: Provisions relating to the Schedule Two Land

Nil

Schedule Three: Provisions relating to the Schedule Three Land

1 Details of designation

- 1.1 Under this Proposal the land shown marked in green on the Plan, being 8620 hectares (approximately) is designated as land to be disposed of by freehold disposal to the Holder subject to:
- (a) Part IVA of the Conservation Act 1987;
 - (b) Section 11 of the Crown Minerals Act 1991;
 - (c) the easement marked as “a-b-c”, “b-d”, “e-f-g”, “f-h” and “m-n” on the Plan and substantially as set out in Appendix 4; and
 - (d) the covenant (shown on the Plan shaded yellow and labelled CC1, CC2 and CC3) and substantially as set out in Appendix 5; and
 - (e) the continuation of the Open Space Covenant (under Section 22 Queen Elizabeth the Second National Trust Act 1977 (shown on the Plan hatched in green), a copy of which is attached in Appendix 6; and
 - (f) the continuation in force of appurtenant easements recorded as Transfers 434135, 494001.1, 494001.2, 494001.3, 494001.4, 494001.5, 494001.6, 8378693.1 and 8511636.1, copies of which are attached as Appendix 7.

Schedule Four: Conditions

- 1 The Commissioner is under no obligation, and may decide, in its sole discretion, not to proceed further with the Tenure Review unless and until:
 - (a) the Commissioner considers that sufficient funds will be obtained in order to complete the Tenure Review;
 - (b) the Director General of Conservation has completed all actions required under Part IVA of the Conservation Act 1987;

Appendix 1: Consents – Example of Mortgagee Consent

[] as Mortgagee under Mortgage [] (“the Mortgage”), hereby:

- (a) consents to acceptance of the Proposal dated [] (“the Proposal”) by [the Holder] (“the Holder”) pursuant to the Crown Pastoral Land Act 1998 and agrees and consents to the registration of the documents affecting the Freehold Land referenced in the Proposal prior to the registration of any new mortgage to be granted in its favour over the Freehold Land ; and
- (b) agrees to sign and execute all deeds, agreements, schedules and other documents and do all acts and things as may be reasonably required by the Holder or the Commissioner to register a discharge of the Mortgage and any new mortgage over the Freehold Land.

Dated:

SIGNED by []) _____
in the presence of: [])

Witness Signature: _____

Witness Name:
Occupation:
Address:

Appendix 1: Consents (continued) - Example of "Other" Consent

[], being the party entitled to the benefit of [] registered against Lease [], hereby consents to the acceptance of the Proposal dated [] by [the Holder] pursuant to the Crown Pastoral Land Act 1998.

Dated:

SIGNED for and on behalf of)
[])
in the presence of:)

Witness Signature:

Witness Name:
Occupation:
Address:

Appendix 2: Example of Solicitors Certificate

Certifications

I [] hereby certify as follows:

1. [[insert name of Holder] (“the Holder”) is a duly incorporated company under the Companies Act 1993. The Holder’s entry into and performance of its obligations under the Proposal dated [] (“the Proposal”) have been duly authorised by the directors and, if required, by the shareholders of the Holder. The Holder has executed the Proposal in accordance with its constitution.] **OR**

The entry into the Proposal dated [] (“the Proposal”) by [insert name of Holder] (“the Holder”) and performance of the Holder’s obligations under the Proposal have been duly authorised by the trustees of the [insert name of trust] in accordance with its trust deed **OR**

[[insert name of Holder] (“the Holder”) has delegated responsibility for signing the Proposal on its behalf to an attorney in accordance with its constitution. The attorney of the Holder has properly executed the Proposal in accordance with this power of attorney and in accordance with the Holder’s constitution and a certificate of non-revocation is enclosed.]

2. The consent of each person that has an interest (registered or unregistered) in the Land (as that term is defined in the Proposal), to the Holder’s acceptance of the Proposal has been obtained and included in the copy of the Proposal, signed by the Holder, that has been provided to the Commissioner.
3. [No consent, licence, approval or authorisation by any court, regulatory authority or governmental agency is required to enable the Holder to accept the Proposal, perform the Holder’s obligations under the Proposal and to acquire the freehold interest in the Land (as defined in the Proposal).] **OR**

[All necessary consents, licences, approvals and authorisations required to enable the Holder to accept the Proposal, perform its obligations under it and to acquire the freehold interest in the Land (as defined in the Proposal) have been obtained. Evidence of the consents, licences, approvals and authorisations are attached to this letter.]

Yours faithfully

[signed by principal of law firm]

Appendix 3: Indicative Fencing and Construction Requirements

Fenceline

Length and location:

“S-T” - 7,000 metres approximately

“W-X” - 800 metres approximately

Type: Post and wire rabbit netted

Specifications:

1. Fence construction shall be ground treated (H4) Corsican Pine round 1.8 metre medium 100 - 150mm posts every 30 metres with steel 4'6" (1.37 m) standards every 3 metres between posts. Two additional posts to be installed either side of gateways that is 10m apart for the first 30 metres.
2. Four evenly spaced 3.15mm galvanised high tensile wires (may substitute top wire with barb) to be stapled to the posts with 50 x 4mm galvanised slice point barbed staples and strained to a tension recommended by the wire manufacturer.
3. Round ground treated (H4) Corsican Pine Strainer posts to be 2.4 metres with an average diameter of 200mm with horizontal stay assemblies at all corners and angles (inside) 135 degrees or less. Angles greater than 135 degrees (inside) to have light strainers installed of 2.1 metre length. Where strainers are dug in they must be properly footed and rammed.
4. The length of one strain should not be more than 300 metres.
5. Tie downs to be installed at or adjacent to posts/standards where there is more than 5 degrees lift angle between posts.
6. Rabbit netting (minimum standard (42") 1066mm x (1 5/8") 40mm x 17 gauge mild steel galvanised wire) to be securely fastened with stainless steel fasteners at 500mm intervals between, and at, uprights to the second top wire and not less than 1m spacing to lower wires with not less than 200mm apron on the ground either ploughed in where possible as directed on site or weighted with rock. The whole length of the fence to be made rabbit proof.
7. That wires be placed on the farmland (freehold) side of the uprights except where there is a high risk of snow damage where they shall be placed on the leeward side away from prevailing snow.
8. Gates to be of galvanised steel and in-filled with galvanised steel or chain mesh galvanised netting. Length to be 2.44 metres (8 feet). Where possible to be swung on hinges and secure latches fitted. To be installed at all track crossings and as otherwise directed to facilitate recovery of stray stock.
9. Materials; Wire to be to NZ Standard specification 3471:1974(NZS). Standards of best quality to be of Australian manufacture, wooden posts to be Corsican pine treated to NZ Standard specification 3607:1989(NZS).
10. Fencing to comply with best practice as set out in the Generic Fencing Specification appended.
11. Mechanical clearing of lines to be limited to removal of sharp humps and a single furrow to cover the layered netting to enable a rabbit proof boundary fence to be erected.
12. All machinery to be steam cleaned prior to entry to minimize weed infestation.

Construction

Nil

Appendix 4: Form of Easement to be Created

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Access

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

Otago

Certificate of Title No.	All or Part?	Area and legal description – <i>Insert only when part or Stratum, CT</i>
--------------------------	--------------	--

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

Grantor *Surnames must be underlined*

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

Grantee *Surnames must be underlined*

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

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

Public Access and Management Purposes Easement in Gross under section 12 of the Reserves Act 1977 (continued on pages 2, 3 and 4 of Annexure Schedule).

Consideration

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

Operative Clause

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

Dated this day of

Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Grantor Signature of Witness _____ (continued on page 4 of Annexure Schedule) Witness to complete in BLOCK letters (<i>unless typewritten or legibly stamped</i>) Witness name Occupation Address
	Signature, or common seal of Grantor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
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 Grantee

Annexure Schedule

Insert below

“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page of Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 “Easement Area” means that part of the Servient Land being 20 metres wide which is marked “[]” on Deposited Plan/S.O. Plan No [].
 - 1.2 “Management Purposes” means:
 - the protection of a significant inherent value of the land managed by the Grantee; and/or
 - the ecological sustainable management of the land managed by the Grantee.
 - 1.3 “Servient Land” means the land owned by the Grantor and described on page 1.
 - 1.4 “Grantee” means Her Majesty the Queen acting by and through the Minister of Conservation and includes tenants, agents, invitees, contractors, licensees and employees of the Minister of Conservation and the Director-General of Conservation; and for the purposes of clause 2.1 only, includes any member of the public.
 - 1.5 “Grantor” means the owner of the Servient Land described on page 1 and includes the Grantor’s tenants and invitees.

Standard Easement Terms

Access

2. The Grantee has the right in common with the Grantor:
 - 2.1 To pass and re-pass at any time over and along the Easement Area “f-h”, “a-b-c”, “b-d” and “e-f-g” on foot, and in respects of Easement Area “a-b-c”, “b-d” and “e-f-g” by non-motorised vehicle powered by a person or persons also, subject to Special Easement Terms 11 and 12.
 - 2.2 To pass and re-pass at any time over and along the Easement Area “f-h”, “a-b-c”, “b-d”, “e-f-g” and “m-n” on foot, or on or accompanied by horses, or by non-motorised vehicle, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
3. The Grantor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Grantor.

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.

Annexure Schedule

Insert below
“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page of Pages

Exclusion of Schedules

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

Term

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

Temporary Suspension

6. The Grantee may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 7.1 If a dispute arises between the Grantor and Grantee concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 7.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 7.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the New Zealand Law Society.
- 7.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 8.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
- (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 8.2 If clause 8.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 8.3 If clause 8.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

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.

Annexure Schedule

Insert below
“Mortgage”, “Transfer”, “Lease”, etc

Dated

Page of Pages

Special Easement Terms

- 9. The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10. The Grantee has the right:
 - 10.1 To mark the Easement Area as appropriate.
 - 10.2 To erect and maintain stiles and/or gates.
 - 10.3 To erect and maintain signs informing the public:
 - (a) of the location of the land managed by the Crown and available for public access and recreation; and
 - (b) of their rights and responsibilities in relation to the Easement Area.
 - 10.4 From time to time to modify the surface of the Easement Area so that it becomes and remains fit for the purpose of clauses 2.1 and 2.2
 - 10.5 To use whatever reasonable means of access he/she thinks fit over the Easement Area to carry out the works in clause 10.1 to 10.4.
- 11. No dogs are permitted and no guns are permitted on Easement Areas “f-h”, “a-b-c”, “b-d” and “e-f-g”.
- 12. No camping is permitted on Easement Areas “f-h”, “a-b-c”, “b-d” and “e-f-g”.

Continuation of “Attestation”

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

under a written delegation in the _____)
presence of: _____)

Witness (Signature)

Name _____

Address _____

Occupation _____

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

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. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access to Conservation Areas
2. Management Access

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
195 Hereford Street
Christchurch

Auckland District Law Society
REF:4135

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

Appendix 5: Form of Covenant to be Created

DATED _____

Between

COMMISSIONER OF CROWN LANDS
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

MINISTER OF CONSERVATION
("the Minister")

COVENANT UNDER RESERVES ACT 1977
FOR CROWN PASTORAL LAND ACT 1998 PURPOSES



Department of Conservation
Te Papa Atawhai

THIS DEED of COVENANT is made the day of

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

AND **MINISTER OF CONSERVATION**

BACKGROUND

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values specified in Schedule 1.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

“ Act ”	means the Reserves Act 1977.
“ Covenant ”	means this Deed of Covenant made under section 77 of the Act.
“ Director-General ”	means the Director-General of Conservation.
“ Fence ”	includes a gate.
“ Fire Authority ”	means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
“ Land ”	means the land described in Schedule 1.
“ Minerals ”	means any mineral that is a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
“ Minister ”	means the Minister of Conservation.
“ Natural Water ”	includes water contained in streams the banks of which have, from time to time, been realigned.
“ Owner ”	means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

- “Party” or “Parties”** means either the Minister or the Owner or both.
- “Values”** means any or all of the Land’s natural environment, biodiversity including botanical and zoological, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- “Working Day”** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2. OBJECTIVE OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Values.

3. THE OWNER’S OBLIGATIONS

- 3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow to be carried out on or in relation to the Land:
- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
 - 3.1.10 any other activity which might have an adverse effect on the Values.
 - 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
 - 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
 - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
 - 3.2.3 keep the Land free from exotic tree species;
 - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
 - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
 - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

4. THE MINISTER'S OBLIGATIONS

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

5. IMPLEMENTATION OF OBJECTIVES

- 5.1 The Minister may;
 - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
 - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

6. DURATION OF COVENANT

- 6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

7. OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8. MISCELLANEOUS MATTERS

8.1 Rights

- 8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

8.2 Trespass Act:

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

8.3 Reserves Act

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

8.4 Titles

- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

8.5 Acceptance of Covenant

- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

8.6 Fire

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.

9. NOTICES

- 9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.
- 9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third Working Day after posting;
 - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

10. DEFAULT

- 10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
 - 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default.
 - 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
 - 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11. DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.
- 11.2 **Mediation**
- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
 - 11.2.2 if the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.
- 11.3 **Failure of Mediation**
- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the New Zealand Law Society;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

12. JOINT OBLIGATIONS

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

13. SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 2.

13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by _____ acting under a _____)
delegation from the Commissioner of Crown Lands _____)
deemed pursuant to section 80(5) of the Crown Pastoral _____)
Land Act 1998 to be the Owner of the Land for the _____)
purposes of section 77 of the Reserves Act 1977 _____)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____ exercising his/her _____)
powers under section 117 of the Reserves Act 1977 _____)
as designated Commissioner and acting for and on _____)
behalf of the Minister of Conservation _____)
in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

8
SCHEDULE 1

1. **Description of Land**

CC1 – St Cuthbert Range.

All that piece of land containing 1,160 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC1.

CC2 – Ewe Range.

All that piece of land containing 1,425 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC2.

CC3 – Cattle Creek Wetland and Rockland/Shrubland Area.

All that piece of land containing 45 hectares approximately shown shaded yellow on the plan attached to the Proposal and labelled CC3.

2. **Values of Land to be Preserved.**

CC1– St Cuthbert Range.

- The area supports the threatened plant species *Carmichaelia kirkii*, *Hebe cupressoides*, *Carmichaelia crassicaule*, *Convolvulus verecundus*, *Corposma intertexta*, *Pimelea pseudo-lyallii*, *Ranunculus maculatus*, *Urtica aspera* and *Agrostis subulata*.
- The area supports the rare or notable plant species broadleaf, mountain totara, mountain toatoa, kowhai, prostrate kowhai and *Hebe cupressoides* in the upper part of Old Man Creek and *Convolvulus verecundus*, *Coprosma intertexta*, prostrate kowhai, *Carmichaelia kirkii*, *Scandia geniculata*, *Einadia wallii* and *Haloragis erecta* on the low-altitude rocky knoll and adjacent riparian scrub at the northern edge of the covenant area.
- The area supports diverse vegetation communities over a significant altitudinal range that are highly representative of the original vegetation including higher altitude tall tussockland (slim snow tussock), shrubland, scrub, rockland and wetland (seepages). The area also supports areas of montane tall tussockland, short tussockland, rockland, shrubland and scrub which have some modification but also support vegetation that is representative of the original vegetation.
- Parts of the area are classified as a “critically underprotected” land environment which support indigenous vegetation.
- The area supports the threatened bird species New Zealand falcon and the threatened grasshopper species *Sigauss minutus*.
- The area supports the notable endemic weevil (*Anagotus lewisi*) near the summit of Mt St Cuthbert.
- The area supports breeding or feeding sites for good populations of indigenous bird, lizard and invertebrate species within relatively extensive associated habitats.
- The area makes a significant contribution to the natural quality and integrity of the Canterbury high country landscape, and to the wider South Island high country landscape with the intactness and naturalness of the indigenous vegetation over most of this area contributing to its high inherent landscape values.
- The area contains some important landscape features including the craggy upper catchment of Old Man Creek and the small upland plateau of Mt St Cuthbert. Large parts of the area, with high scenic and aesthetic values, are clearly visible from public viewpoints in the Waitaki Basin and Lake Benmore.

CC2– Ewe Range.

- The area supports the threatened plant species *Carmichaelia kirkii*, *Hebe cupressoides*, *Carmichaelia crassicaule*, *Carex muelleri*, *Ranunculus maculatus*, *Urtica aspera* and *Agrostis subulata*.
- The area supports diverse vegetation communities over a significant altitudinal range that are highly representative of the original vegetation including higher altitude tall tussockland (slim snow tussock), shrubland, scrub, rockland and cushionfield and includes vegetation on unusual hummocky topography that is not found elsewhere in the district. The area also supports areas of montane tall tussockland, short tussockland,

rockland, shrubland and scrub which have some modification but also support vegetation that is representative of the original vegetation.

- Parts of the area are classified as a “critically underprotected” land environment which supports indigenous vegetation.
- The area supports the threatened bird species New Zealand falcon and the threatened lizard species spotted skink.
- The area supports breeding or feeding sites for good populations of indigenous lizard and invertebrate species within relatively extensive associated habitats.
- The area makes an important contribution to the natural quality and integrity of the Canterbury high country landscape and especially to the Waitaki Basin landscape with the naturalness of the indigenous vegetation over most parts of this area contributing to its high inherent landscape values.
- The area contains some important landscape features including the gorged upper reaches of Cattle Creek, the upland plateau of Baldy Knob and the northern Ewe Range with parts of the area visible from public viewpoints in the Waitaki Basin. The area forms an integral part of the scenic and aesthetic values of the wider landscape of the Ewe Range-Hawkdun Range landscape.

CC3 – Cattle Creek Wetland and Rockland/ Shrubland Area.

- The area supports the threatened plant species *Carex tenuiculmis*.
- The area supports vegetation communities that contain elements of the original vegetation including scrub, rockland and wetland communities, with hydrology processes that are relatively intact.
- The area supports the threatened bird species New Zealand falcon.
- The area provides breeding or feeding sites for New Zealand falcon and indigenous lizard species.
- The area is a “critically underprotected” land environment which supports indigenous vegetation.
- The area makes an important local contribution to the natural quality and integrity of the Cattle Creek landscape with the naturalness of the indigenous vegetation over most parts of this area contributing to its moderate inherent landscape values.

3. Address for Service¹

The address for service (including facsimile number) of the Minister is:

Minister of Conservation
C/- Conservator
Department of Conservation
195 Hereford Street
Private Bag 4715
CHRISTCHURCH
Ph: 03 371-3700
Fax: 03 365-1388

The address for service (including facsimile number) of the Owner is:

Omarama Station Limited.
c/o Mr R and Mrs A Subtil
Omarama Station
Omarama
NORTH OTAGO 8950
Ph: 03 438 9820

¹ State Street address not Post Office Box number.

SCHEDULE 2

Special Conditions

CC1 – St Cuthbert Range.

- 1 Notwithstanding clause 3.1.1,
 - (a) The covenant area may be grazed with sheep only in accordance with the stocking information detailed in 1(b).
 - (b) Stock numbers for the St Cuthbert Range covenant area will be a maximum of no more than **0.15** stock units per hectare per year subject to the monitoring provisions of this document.
- 2 Notwithstanding clause 3.1.5, the covenant area may be top dressed except for a 20 metre margin adjoining any waterways.
- 3 Notwithstanding clause 3.2.1 and 3.2.3, the Owner must control wilding pines, exotic broom and gorse on the covenant area and must prevent them seeding. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of wilding pines, exotic broom and gorse.
- 4 Notwithstanding clause 3.2.1, the Owner must control feral animals including rabbits, deer, goats and pigs to a level low enough to avoid damage to the covenant area. The Owner will bear the cost of this work. Should the Owner fail to control animals at an appropriate level the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of feral animals including rabbits, deer, goats and pigs.
- 5 The Minister will mark and signpost the access route through the covenant area for the benefit of the public and to minimise farming and stock disturbance.
- 6 The Minister may design and undertake a monitoring programme:
 - a. to ensure that the ecological integrity of the area and associated vegetation and fauna is maintained.
 - b. To enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.

The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any issues identified with the status of any of the species in the covenant area or deterioration in the condition and extent of the ecological condition the Minister reserves the right to take any necessary steps to further protect any species including fencing areas of the covenant area and adjusting stock access. The Minister will liaise with the Owner in implementing these measures and the owner will cooperate in the giving effect to any measures considered necessary by the Minister. The description of the monitoring programme to be established is specified in Schedule 3.

CC2 – Ewe Range.

- 7 Notwithstanding clause 3.1.1,
 - (a) The covenant area may be grazed with sheep only in accordance with the stocking information detailed in 1(b).
 - (b) Stock numbers for the Ewe Range covenant area will be a maximum of no more than **0.15** stock units per hectare per year subject to the monitoring provisions of this document.

- 8 Notwithstanding clause 3.1.5, the covenant area may be top dressed except for a 20 metre margin adjoining any waterways.
- 9 Notwithstanding clause 3.2.1 and 3.2.3, the Owner must control wilding pines, exotic broom and gorse on the covenant area and must prevent them seeding. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of wilding pines, exotic broom and gorse.
- 10 Notwithstanding clause 3.2.1, the Owner must control feral animals including rabbits, deer, goats and pigs to a level low enough to avoid damage to the covenant area. The Owner will bear the cost of this work. Should the Owner fail to control animals at an appropriate level the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of feral animals including rabbits, deer, goats and pigs.
- 11 The Minister will mark and signpost the access route through the covenant area for the benefit of the public and to minimise farming and stock disturbance.
- 12 The Minister may design and undertake a monitoring programme:
- a. to ensure that the ecological integrity of the area and associated vegetation and fauna is maintained.
 - b. To enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.
- The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any issues identified with the status of any of the species in the covenant area or deterioration in the condition and extent of the ecological condition the Minister reserves the right to take any necessary steps to further protect any species including fencing areas of the covenant area and adjusting stock access. The Minister will liaise with the Owner in implementing these measures and the owner will cooperate in the giving effect to any measures considered necessary by the Minister. The description of the monitoring programme to be established is specified in Schedule 3.

CC3 – Cattle Creek Wetland and Rockland/Shrubland Area.

- 13 Notwithstanding clause 3.1.1,
- (a) The covenant area may be grazed with sheep only in accordance with the stocking information detailed in 1(b).
 - (b) Stock numbers for the Cattle Creek Wetland and Rockland/Shrubland Area covenant area will be a maximum of no more than **0.15** stock units per hectare per year subject to the monitoring provisions of this document.
- 14 Notwithstanding clause 3.1.5, the covenant area may be top dressed except for a 20 metre margin adjoining any waterways.
- 15 Notwithstanding clause 3.2.1 and 3.2.3, the Owner must control wilding pines, exotic broom and gorse on the covenant area and must prevent them seeding. The Owner will bear the cost of this work. Should the Owner fail to undertake this work the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the Minister an agreed eradication plan for the control of wilding pines, exotic broom and gorse.
- 16 Notwithstanding clause 3.2.1, the Owner must control feral animals including rabbits, deer, goats and pigs to a level low enough to avoid damage to the covenant area. The Owner will bear the cost of this work. Should the Owner fail to control animals at an appropriate level the Minister may arrange to have this work undertaken and the Owner will bear the cost which may include reasonable costs of the Minister. Where the liabilities are significant, the Owner will submit to the

Minister an agreed eradication plan for the control of feral animals including rabbits, deer, goats and pigs.

- 17 The Minister may design and undertake a monitoring programme:
- a. to ensure that the ecological integrity of the area and associated vegetation and fauna is maintained.
 - b. To enable the monitoring of any effects on the vegetation cover and conditions, faunal values and any other conservation values in the covenant area.

The monitoring programme will be reviewed at regular intervals and if in the opinion of the Minister there are any issues identified with the status of any of the species in the covenant area or deterioration in the condition and extent of the ecological condition the Minister reserves the right to take any necessary steps to further protect any species including fencing areas of the covenant area and adjusting stock access. The Minister will liaise with the Owner in implementing these measures and the owner will cooperate in the giving effect to any measures considered necessary by the Minister. The description of the monitoring programme to be established is specified in Schedule 3.

SCHEDULE 3**DESCRIPTION OF THE MONITORING PROGRAMME TO BE ESTABLISHED.****1. Responsibilities:**

An indigenous vegetation monitoring programme will be established at the commencement of the covenant term by the Minister. Subsequent re-monitoring will occur every 5 years and is to be organised by the Owner with the assistance of the Minister.

The Minister will be party to the re-monitoring by providing one staff member to assist with the physical monitoring. The Minister will be consulted as to the selection of a suitably qualified monitoring provider (which does not preclude the Owner undertaking this work to an acceptable standard). The Minister will be given a copy to the monitoring report in a format nominated by the Minister.

2. Costs:

The Owner in consultation with the Minister will be responsible for the cost of establishing the monitoring. The Owner will be responsible for the cost of repeat monitoring and the report write up. The Minister will cover his own staff cost for re-monitoring.

3. Monitoring Methods:

A series of general repeatable photo point sites will be established. The purpose of these photo points is to detect deterioration of the tussock, shrublands and forest being recorded as a consequence of sheep impacts and other management practices.

Photo points will be at sufficient sites that provide for full representation of the range of habitats and ecosystems present.

Within the covenant areas photo points will consist of a series of general landscape photos to ensure that conditions of the covenant are complied with along with specific monitoring that may identify detrimental impacts as follows:

- within shrublands will include:
 - obvious fragmentation, tracking, gaps and canopy breakdown.
- within tussock grassland areas will include:
 - Observations of stock damage to the vegetation, impacts of trampling and browsing and impacts on regeneration, along with any loss of biodiversity that may occur as a direct result of grazing.

The Owner and the Minister will establish a series of permanent indigenous vegetation monitoring plots (in accordance with standard vegetation assessment protocols) within the covenant areas to assess benchmark indigenous vegetation condition and composition at the commencement of the covenant term. Future monitoring of these plots is to be at the discretion of the Minister.

The Minister will have the discretion to require additional methods of monitoring to be used if results from photo points, permanent indigenous vegetation monitoring plots or observations are found to be unsuitable for measuring the values being protected.

4. Monitoring Results:

Following monitoring, results will be discussed between the Owner and the Minister.

Should it be noted as a result of monitoring that sheep or other management practices are having a detrimental impact on the values then the Minister will take significant steps to prevent this continuing, which may include such measures as fencing, or reducing stock numbers.

GRANT of

Correct for the purposes of the
Land Transfer Act 1952

**CONSERVATION COVENANT UNDER
SECTION 77 OF THE
RESERVES ACT 1977 FOR
CROWN PASTORAL LAND ACT 1998 PURPOSES**

Solicitor for the Minister

**COMMISSIONER OF CROWN
LANDS**

to

MINISTER OF CONSERVATION

**Solicitor
Department of Conservation
DUNEDIN/CHRISTCHURCH**

Appendix 6: Copy of Open Space Covenant to continue

COV 5469189.1 Covenant (

Copy-01/01, Page-011, 24/01/03, 14:16



DocID: 116410716



Queen Elizabeth II

National Trust

For open space in New Zealand

Nga Kaiarauhi Papa

OPEN SPACE COVENANT

OPEN SPACE COVENANT

(Pursuant to Section 22 of the Queen Elizabeth the Second National Trust Act 1977)
WHEREAS OMARAMA STATION LIMITED ~~(as to a 1/4 share) and PETER CHARLES LEWIS GIBSON of DUNEDIN, Solicitor, and STEPHEN JOHN BROCKLEBANK of DUNEDIN, Chartered Accountant (as to a 1/4 share)~~

(hereinafter called "the Covenantor") is registered as proprietor of an estate as set out in the Schedule of Land hereto (hereinafter called "the land")

AND WHEREAS the **QUEEN ELIZABETH THE SECOND NATIONAL TRUST** established by the Queen Elizabeth the Second National Trust Act 1977 (hereinafter called "the Trust") is authorised by that Act to obtain open space covenants over any private land or any land under Crown Lease

AND WHEREAS the Covenantor has agreed to enter into an open space covenant with the Trust for the purpose set forth in the First Schedule hereto

NOW THEREFORE in consideration of the covenants and conditions hereinafter contained **THESE PRESENTS WITNESS** that in pursuance of the said agreement and by virtue of Section 22 of the Act the Covenantor and the Trust with the intent and so as to bind the land into whosoever hands the same may come **MUTUALLY COVENANT** at all times to observe and perform the respective duties and obligations imposed by the restrictions, stipulations and agreements contained in the Schedules hereto to the end and intent that the same shall bind the land in perpetuity or for the unexpired term thereof of the Covenantor's lease of the land and any renewal thereof as the case may be.

FIRST SCHEDULE

The Purpose of the within written open space covenant is to achieve the following open space objectives of the Covenantor and the Trust:

- a) To protect and maintain open space values of the land.
- b) To protect native flora and fauna on the land representative of high altitude tussock grassland and shrubland communities with particular reference to the representative vegetation associations.
- c) To protect and maintain landscape values of the land with particular regard to the distinctive mix of landforms, tussock grasslands and shrublands.
- d) To use the land for pastoral farming, in conformity with objectives (a) to (c) above, while requiring change in management when monitoring proves it necessary.

SECOND SCHEDULE

Interpretations, restrictions, stipulations and agreements

1. In the Deed unless the context otherwise requires:-
"Act" means the Queen Elizabeth the Second National Trust Act 1977.

"Board" means the Board of Directors of the Queen Elizabeth the Second National Trust.


"Covenantor" means either

- (a) the Lessee (Omarama Station Limited and Peter Charles Lewis Gibson and Stephen John Brocklebank) who entered into this covenant with the Trust with the consent of the Lessor (the Commissioner of Crown Lands) or any subsequent lessee, or
- (b) the Owner being the person or persons who from time to time are registered as the proprietor(s) of "the land" having acquired the fee simple interest in "the land".

"Trust Manager" means the person appointed under Section 18(1)(a) of the Act.

"the land" means the property or part thereof defined as subject to this covenant and as shown on the plan annexed to this Deed.

2. No act or thing shall be done or placed or permitted to be done or remain upon the land which in the opinion of the Board materially alters the actual appearance or condition of the land or is prejudicial to the land as an area of open space as defined in the Act. In particular, on and in respect of the land, except with the prior written consent of the Board, or as outlined in the Third Schedule and the approved management statement, the Owner shall not:
 - (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
 - (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora, or introduce any substance injurious to plant life except in the control of noxious plants.
 - (c) Mark, paint, deface, blast, move or remove any rock or stone or in any way disturb the ground.
 - (d) Construct, erect or allow to be erected, any new buildings or make exterior alterations to existing buildings.
 - (e) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind.
 - (f) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
 - (g) Dump, pile or otherwise store any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the land left in a clean and tidy condition.
 - (h) Effect a subdivision as defined in the Resource Management Act 1991.
 - (i) Allow cattle, sheep, horses, or other livestock to enter, graze, feed or otherwise be present provided, however, that they may graze up to any approved fenceline on the perimeter of the land.
3. In considering any request by the Owner for an approval in terms of Clause 2 hereof, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work is in accordance with the aim and purpose of the covenant as contained in the First Schedule.
4. Except with the prior written consent of the Board, no action shall be taken or thing done, either on the land or elsewhere, which will in any way cause deterioration in the natural flow, supply, quantity, or quality of any river, stream, lake, pond, marsh, or any other water resource affecting the land.



5. The Owner shall notify the Trust of any advice received from any power authority, mining company, or other body or person of the intention to erect utility transmission lines or carry out any prospecting, exploration, mining or quarrying on the land and shall not signify any concurrence in relation to the proposed work without the written permission of the Board.
6. (i) The Owner shall continue to comply with the provisions of the Agricultural Pests Destruction Act 1967 and the Biosecurity Act 1993 and all amendments thereto provided, however, that the Owner may request assistance from the Trust in carrying out the aforementioned responsibility.
6. (ii) That in keeping with the aims and purposes of this covenant the Owner shall continue to comply with the Wild Animal Control Act 1977 and shall take reasonable measures for the control of wild animals as defined in the Act.
7. The Owner shall keep all fences and gates on the boundary of the land in good order and condition and will accept responsibility for all repairs. Except as provided for in Clause 8 herein rebuilding or replacement of all such fences and gates will be the responsibility of the Owner.
8. The Trust shall repair and replace to its former condition any fence, gate or other improvement on the land which may have been damaged in the course of the Trust exercising any of the rights conferred by the covenant.
9. Subject to any conditions mutually agreed between the Trust and the Owner, members of the public shall have freedom of entry and access to the land with the prior permission of the Owner.
10. The Owner may approve the use of firearms and traps by any person or persons for the eradication of noxious animals on the land.
11. The Trust, through its officers, agents or servants, may at all times enter upon the land for the purpose of viewing the state and condition thereof. In exercising this right, any officer, agent or servant of the Trust will notify the Owner in advance.
12. Any consent, approval, authorisation or notice to be given by the Trust shall be sufficient if given in writing signed by the Trust Manager and delivered or sent by ordinary post to the last known residential or official address of the Owner or to the solicitor acting on behalf of the Owner.
13. The Owner or the Trust may at any time during the term of this covenant, by mutual agreement, carry out any works, improvements or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the land as an open space in terms of the Act provided, however, such agreement is not contrary to the aim and purpose of this covenant.
14. The Trust may revoke this covenant if all the members of the Board are satisfied that by reason of any change in the character of the land or of any other circumstances which the Board may deem sufficiently material, this covenant ought to be deemed obsolete, or that the continued existence thereof would impede the reasonable use of the land without securing any practical benefit consistent with the purpose of the Act.
15. Nothing in these presents hereinbefore contained shall be deemed to render the Covenantor personally liable for any breach of these covenants and conditions committed after the Covenantor shall have ceased to be the Owner.
16. The Owner shall notify the Trust of any change of ownership or control of all or any part of the land, and shall supply the Trust with the name and address of the new owner or lessee.
17. If at any time prior to registration hereof by the District Land Registrar the Owner desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in the Second Schedule hereto.

Two handwritten signatures in black ink, one appearing to be 'OK' and the other a stylized monogram.

THIRD SCHEDULE

1. To assist in achieving the aims and objectives of the covenant, a management statement will be prepared by the Covenantor and the Trust and reviewed from time to time with a copy of the management statement being held at the offices of the Trust PROVIDED THAT for so long as the land the subject of this Deed is pastoral land held on Pastoral Lease under the Land Act 1948 the consent of the Commissioner of Crown Lands shall be required to the management statement or any review thereof.
2. The Trust may and wherever practical provide the Covenantor from time to time, and at any time upon request by the Covenantor, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed.
3. If any question arises in the management of the land that is not clearly covered in the objectives or conditions of this Deed, then that question shall be resolved by the Trust after consultation with the Covenantor and if necessary the Commissioner of Crown Lands.



SCHEDULE OF LAND

Land Registry:

OTAGO

Estate:

Lease under s83 Land Act 1948.

Area:

Lot & D.P. No.
(other legal description)

Part Certificate of Title

A = 865 hectares
on DP 316901

Part Run 322B
Block I
Benmore Survey District
Gala Survey District

OT338/23

A = 420 hectares
on DP 316041

Part Run 322B
Hawkdun Survey District
Block II
Gala Survey District

Total = 1,285 hectares

IN WITNESS WHEREOF this memorandum has been executed
this 15th day of July 1997

The Common Seal of
OMARAMA STATION LIMITED
was hereto affixed
in the presence of

RT Wardell DIRECTOR

Signed by ~~PETER CHARLES LEWIS GIBSON~~
in the presence of:

Witness: L. Van Turnhout

Occupation: _____

Address: LINDA VAN TURNHOUT
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN

~~Signed by STEPHEN JOHN BROCKLEBANK
in the presence of:~~

~~Witness: L. Van Turnhout~~

~~Occupation: _____~~

~~Address: LINDA VAN TURNHOUT
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN~~

THE COMMON SEAL of the QUEEN
ELIZABETH THE SECOND NATIONAL
TRUST was hereto affixed in the
presence of:

Chairman M. Bayfield

Director [Signature]

Trust Manager TR Pitsooms



The COMMISSIONER of CROWN LANDS

hereby consent to the execution of the
within Open Space Covenant pursuant to

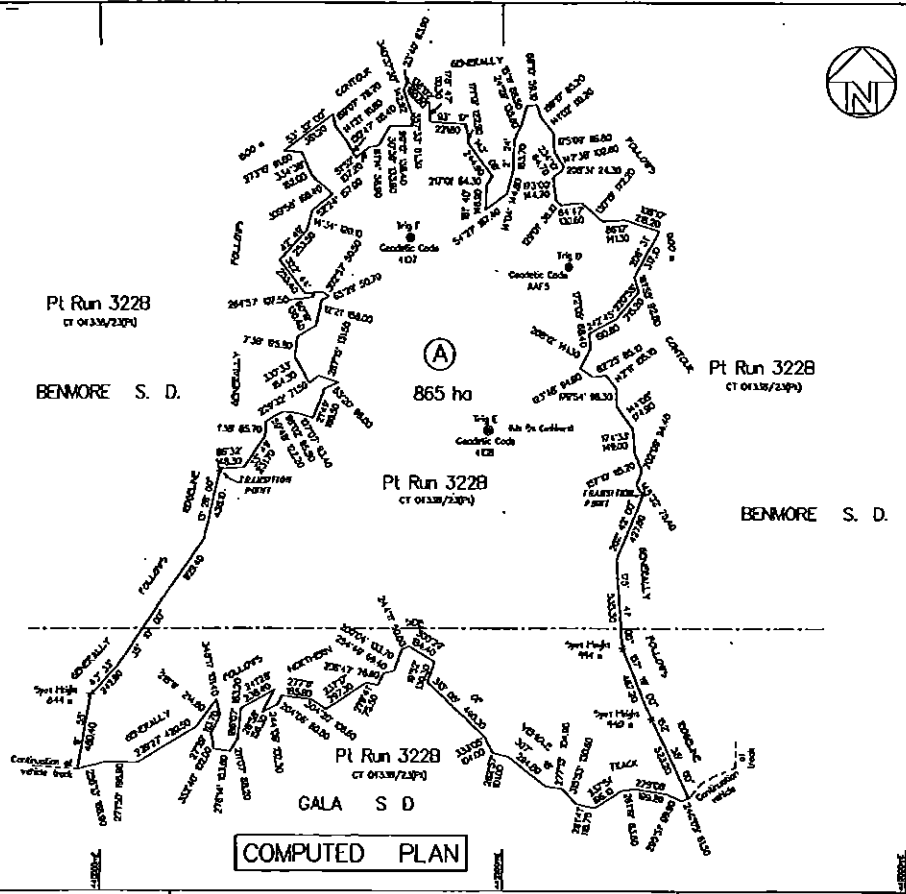
Section 89 (1) of the Land Act 1948 and *pursuant to a delegation under*
Section 22(3) of the Queen Elizabeth the
Second National Trust Act 1977.

Ann Elizabeth Armegeer Callaghan
Witness
(Ann Elizabeth Armegeer Callaghan)

Gullen
Commissioner of Crown Lands

Solinita
Occupation

Weligata
Address



Proposed			
PROPOSED OPEN SPACE COVENANT SCHEDULE			
Shown	Appdx/Gen	Title Ref.	Area
①	Pt Run 3228 Sub A Former s. D.	01336/23	865 ha

Not for issue of a Certificate of Title.
 The Covenant boundary is not fenced unless stated otherwise.
 Area marked A is subject to a Land Covenant (QEB National Trust 1977)
 The Covenant area was plotted from 270 Topoplant map sheets 139 C and D. Refer to plan face Topographical information.

CLASS OF SURVEY: IV
 DATUM : GEODETIC 2000
 CRGUT : LINDS PEAK
 Co ordinates in Terms of False Origin
 800 000mN 400 000mE

Total Area: 865 ha
 Comprised in 01336/23 ①

I, Steven Mark Copson being a person entitled to practice as a licensed cadastral surveyor, certify that:
 All the steps in and the data used in this plan have been taken and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2003.
 All this data is accurate, and has been created in accordance with that Act and these Rules.

24/11/2002
 Full Name: Steven Mark Copson
 Reference: SAG 001, 006 & Topoplant 104 sheets C and D

Approved under Section 119(1) Land Transfer Act 1952 by Land Information on 20/11/03

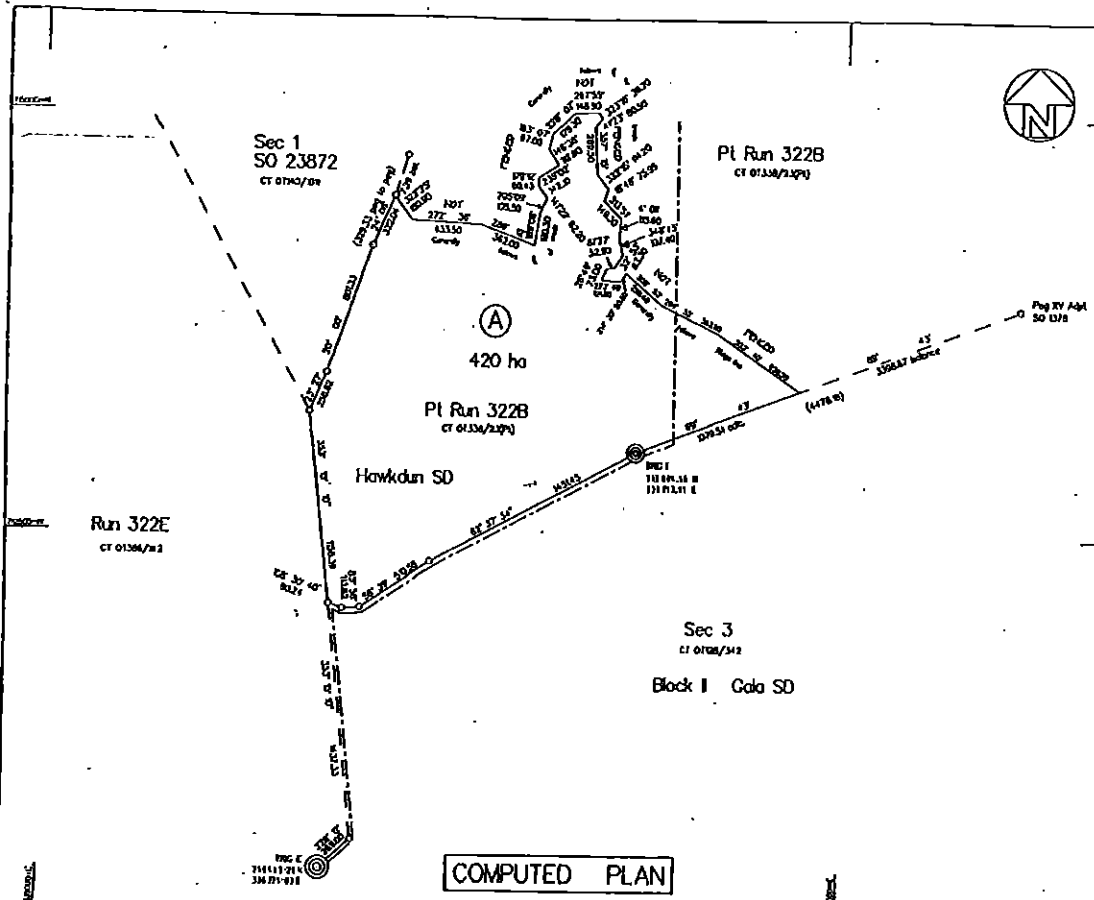
Deposited this day of 2002 for Registrar General of Land

DP 316901

LAND DISTRICT OTAGO
 Survey Blk. & Dist. Benmore & Gala
 NZMS 260 Sheet 109

OPEN SPACE COVENANT OVER
 PART RUN 322B

TERRITORIAL AUTHORITY: MATAKI DISTRICT
 Prepared by: TL SURVEY SERVICES LTD.
 Scale 1: 15 000 Date November 2002



COMPUTED PLAN

PROPOSED OPEN SPACE COVENANT SCHEDULE			
Shown	Application	Title Ref.	Area
①	Pt Run 322B Hawkdun SD	01338/23	420 ha

Not for issue of a Certificate of Title.

There is a give and take fence which generally follows the Covenant Boundary unless stated otherwise.

Area marked A is subject to a Land Covenant (OER National Trust 1977)

All pegs have been adopted from SO 1381 unless shown otherwise

Bearings and distances have been adopted from SO 1381 unless shown otherwise.

CLASS OF SURVEY: IV
 DATUM: GEOCEVIC 1949
 CIRCUIT: LINDS PEAK
 Co ordinates in Terms of False Origin
 700 000mE 300 000mE

Total Area: 420 ha

Copyright in (C) 01338/23 021

I, Stewart Mark Capron being a person entitled to practice as a licensed cadastral surveyor, hereby certify that the survey to which this document relates was conducted, and every particular therein is true and correct in accordance with the provisions of the Survey Act 1980 and the Survey-General's Rules for Conducted Survey 2001.

By this document I warrant, and let it be proved to the contrary, that I am a Licensed Surveyor.

Stewart Mark Capron *19/10/02*

Field Book No. _____ Survey Book No. _____
 Reference Plans: 013, 014, 015 & 237C

Location: _____

Approved under Section 223 Land Transfer Act 1952
 9/10/02 *[Signature]*

Deposited this day of _____ 2002
 for the Registrar General of Land

File No. of
 Register 316041
 Subdivision 000

LAND DISTRICT OTAGO
 Survey Bk. & Dist. HAWKDUN & GATA
 NZHS 269 Sheet H39 & H40

OPEN SPACE COVENANT OVER
 PART RUN 322B

TERRITORIAL AUTHORITY - WAITANI DISTRICT
 Surveyed by: I.C. SURVEY SERVICES LTD
 Scale 1: 15000 Date: OCTOBER 2002

DP 316041

OPEN SPACE COVENANT

Pursuant to Section 22 of
the Queen Elizabeth the
Second National Trust
Act 1977.

Correct for the
purposes of the Land
Transfer Act.

OMARAMA STATION LIMITED
~~**P C L GIBSON**~~
~~**S J BROCKLEBANK**~~
Covenantor

TR Ricketts

Trust Manager
being a person authorised
by the Trust to certify on
its behalf.

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**

Appendix 7: Copy of appurtenant easements 434135, 494001.1, 494001.2, 494001.3, 494001.4, 494001.5, 494001.6, 8378693.1 and 8511636.1 to continue

434135

TE

L. and D. 81
New Zealand

(B)

MEMORANDUM OF TRANSFER

(1) Name, address and occupation of person selling. (1) WHEREAS ALLISTAIR LACHLAN MACRAE of Oamaru N.Z.R. Guard and DORIS MARION MACRAE his wife (Hereinafter with their executors administrators and assigns called "the

(2) Nature of estate or interest, e.g., "in fee simple" or "Leasehold", etc.

Grantors") are , being registered as the proprietors of an estate(2) as licencees

(3) District, e.g., County (or City, etc.) of

subject, however, to such encumbrances, liens, and interests as are notified by memoranda under-

(4) Here state area.

written or endorsed hereon, in all that piece of land situated in the(3) Benmore Survey District containing 809 square metres (be the same a little more or less) being Section 48 Block I Benmore Survey District and being all the of- land comprised and described in Crown Deferred Payment Licence No DPU.1115 registered as Register No 6A/641 (Otago Registry) subject to containing(4) however, to the reservations and conditions imposed by Section 8 of the Mining Act 1971 and section 168A of the Coal Mines Act 1925 (hereinafter called "the servient tenement")

(5) Here set out the land as described in the relative Certificate of Title and refer to the title by its volume and folio, and in cases other than "fee-simple" also refer to the document being dealt with by number and description, stating whether the land is the whole, the balance, or only a part of that in the title and/or document.

be the same a little more or less,(5) AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1,9089 hectares (4 acres 2 roods 34.7 perches) be the same a little more or less being A 1.4291 hectares, (3 acres 2 roods 05 perches) being part section 11, Block I Benmore Survey District and being B 4798 square metres (1 acre 29.7 perches) being part section 30, Block I, Benmore Survey District (hereinafter together called "the first dominant tenement")

AND WHEREAS THE BENMORE RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres (1 acre 2 roods 25.9 perches) be the same a little more or less being Section 39, Block I, Benmore Survey District and being all the land comprised and described in Certificate of Title Register No A2/706 (Otago Registry) (hereinafter called "the second dominant tenement")

279029
7132
10/1/48

AND WHEREAS ALEXANDER MORRIS COCKS of Oamaru Shepherd (hereinafter with his executors, administrators and assigns called "the third Grantee") is registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34.1175 hectares (84 acres 1 rood 9 perches) be the same a little more or less being Section 16, Block I, Benmore Survey District and being all the land comprised and described in Certificate of Title Register No 4C/462 (Otago Registry) subject, however, to the reservations and conditions imposed by section 59 of the Land Act 1948 (hereinafter called "the third dominant tenement")

AND WHEREAS RICHARD THOMAS WARDELL of Oamaru Sheep farmer and ELIZABETH HOPE WARDELL his wife (hereinafter with their executors administrators and assigns called "the fourth Grant") are registered as proprietors of an estate in leasehold subject however, to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri, Benmore, Gala and Hawkdun Survey Districts containing 8782.0199 hectares (21,700 acres 3 roods 15 perches) being Part Run 322B, Ahuriri, Benmore, Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease No P.18 registered as Register Volume 338 folio 23. (Otago Registry) subject, however, to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272871 and 272872 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OMARAMA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7867 hectares (18 acres 2 roods) be the same a little more or less being Part Run 322B, Benmore Survey District and being all the land comprised and described in Crown Special Lease No S.242 registered as Register No 1C/855 (Otago Registry) subject, however, to Memorandum of Mortgage 280334 (hereinafter called "the fifth dominant tenement")

152/110
36724
362014

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act of all that piece of land situated in the Benmore Survey District containing 1012 square metres (1 rood) be the same a little more or less being Section 41, Block I, Benmore Survey District (hereinafter called "the sixth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares (11 acres 3 roods 20 perches) be the same a little more or less being Section 14, Block I, Benmore Survey District (hereinafter called "the seventh dominant tenement")

AND WHEREAS THE OMARAMA PEST DESTRUCTION BOARD (hereinafter with its assigns called "the eighth Grantee") is the proprietor subject to the Reserves and Domains Act in trust for Pest Destruction Board Buildings subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4.8578 hectares being Section 13, Block I, Benmore Survey District (hereinafter called "the eighth dominant tenement")

EIGHTY CENTS (80c)

IN CONSIDERATION of the sum of NOW THEREFORE in consideration of the sum of 450 CENTS (10c) paid to the Grantors by the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee the Grantors DO HEREBY TRANSFER AND GRANT so far as the Grantors lawfully may do so unto the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee and their respective ~~paid to~~ ^{by} tenants (in common with ~~the~~ ^{their} Grantors, tenants and any other person lawfully entitled so to do) the full free uninterrupted and unrestricted right liberty and privilege from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulations ~~of the receipt of which sum is hereby acknowledged~~ course across that part of the servient tenement shown on the plan attached hereto and thereon coloured yellow and marked "easement" and for the purposes of the easement concerned in order to maintain the efficiency of the water race at present constructed on the servient tenement the full free uninterrupted and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, ~~and~~ ^{and} servants, agents, and workmen, with any tools implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain therefor any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race 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 land of the Grantors, and that the surface is restored as nearly as possible to its ~~original condition and any other damage done by reason of the aforesaid operations is repaired.~~

(*) Name, address and occupation of Transferee.

(*) If other than "fee-simple", add "under and by virtue of No. ... describing document by nature and number."

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantors, the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee that the rights and powers implied by virtue of Section 90D of the Land Transfer Act 1952 in favour of grantees shall apply to this grant with the following additions modifications and variations namely

1. THE additional rights implied by clause 5 of the Seventh Schedule of the Land Transfer Act 1952 shall not apply to this grant.
2. THE costs of and incidental to this transfer shall be borne by the Grantees in equal shares or in such proportion as may be agreed upon.

presented have been executed in the presence of these /-have hereunto subscribed----- name this 25th day of November 1974

SIGNED by the said ALLISTAIR LACHLAN MACRAE and DORIS MARION MACRAE as Grantors

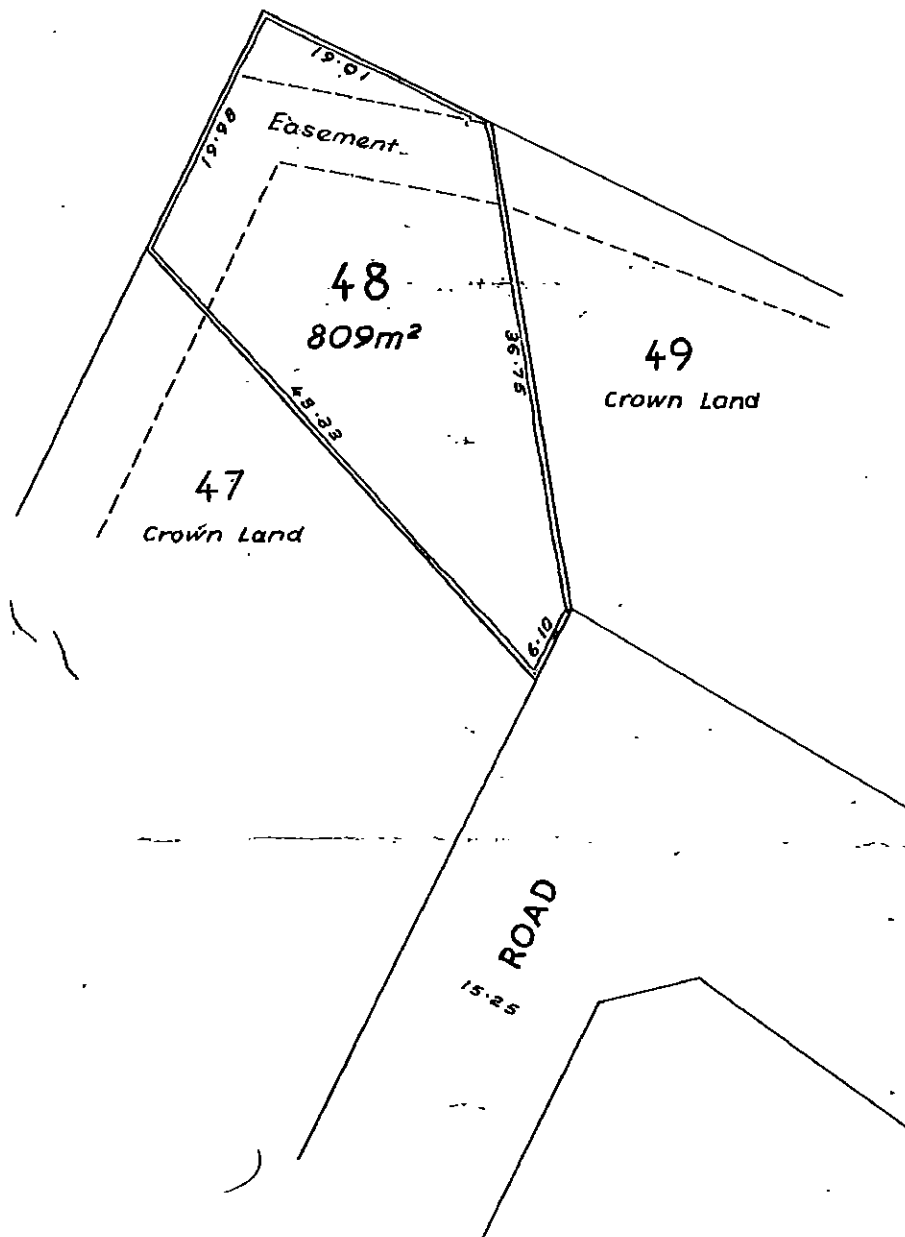
Allistair Lachlan Macrae
Doris Marion Macrae

in the presence of

(*) Witness to sign here and add his occupation and address.

(*) Witness: *J. J. Cairns*
Occupation: *Chief Officer*
Address: *22 Colway Street*

N. R. Laney J.P.
MEMBER OF PARLIAMENT
11 TAWARD ST
DUNDEE



S.O.17125

Total Area - 809m²

Measurements are in Metres

SIGNED for and on behalf of HER MAJESTY THE QUEEN)
as first, sixth and seventh Grantee by the)
Assistant Commissioner of Crown Lands for the Land)
District of Otago in the presence of:

Witness: D. J. Sparks
Occupation: Chief Clerk and Survey Department
Address: Dunedin

[Handwritten signature]

SIGNED for and on behalf of the BENMORE PEST DESTRUCTION)
BOARD as the second Grantee under the Common Seal of the)
Board in the presence of:

Witness: C. J. Jones, J.P.
Occupation: Chartered Accountant
Address: Dunedin



J. H. Sutherland Member
Robert Campbell Member

SIGNED for and on behalf of the OMARAMA PEST DESTRUCTION)
BOARD as the eighth Grantee under the Common Seal of the)
Board in the presence of:

Witness: C. J. Jones, J.P.
Occupation: Chartered Accountant
Address: Dunedin



R. Woodell Member
M. B. Thomas (M.L.S.)

SIGNED by the said ALEXANDER MORRIS COCKS as)
third Grantee in the presence of:

Witness: A. M. Cocks
Occupation: Postmistress
Address: Omarama

[Handwritten signature: A. M. Cocks]

SIGNED by the said RICHARD THOMAS WARDELL and)
ELIZABETH HOPE WARDELL as fourth Grantees in)
the presence of:

Witness: J. H. Sutherland, J.P.
Occupation: Farmer
Address: Omarama

[Handwritten signatures: R. Woodell, E. Thindell]

THE Common Seal of)
OMARAMA SALEYARDS)
COMPANY LIMITED)
was hereto affixed)
in the presence of:

[Signature] Director.

C. J. Jones Secretary.



THE granting of this easement has been consented to by the Land)
Settlement Board 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: D. J. Sparks
Occupation: Chief Clerk and Survey Department
Address: Dunedin

[Handwritten signature]

434135

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER of

EASEMENT TO CONVEY WATER

[Signature]
Solicitor for the Transferee.

situated in Benmore Survey District

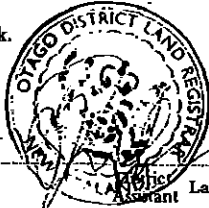
Allistair Lachlan MacRae and
Doris Marion MacRae, *Transferor.*
HER MAJESTY THE QUEEN
THE BENMORE RABBIT BOARD
ALEXANDER MORRIS COCKS
RICHARD THOMAS WARDELL and
ELIZABETH HOPE WARDELL, *Transferee.*
ONARAMA SALEYARDS COMPANY LIMITED
ONARAMA PEST DESTRUCTION BOARD

Particulars entered in the Register Book,

Vol. , folio *see schedule*

the **9 DEC 1974**
day of 19

at 11.05 o'clock.



Land Registrar.

of the District of *otago*

6C/1096 schedule 68/506
(6A/64) (4C/11462) 338/23
802325, 10/855,
A2/706, 182/146 201/67
OIC 6455.
160/1200, 160/1199,



LAND & DEVE.
Nature: <i>BASEMENT</i>
Firm: <i>L.S.</i>
-9 DEC 1974
Time: <i>11.05</i>
Fee: <i>5.00</i>
Amount: <i>137</i>

L. and D. 81

2,500/4/61-36502 W

Commissioner of Crown Lands
DUNEDIN

(C)

Memorandum of Transfer

WHEREAS MAY SUSAN BROWN wife of Alan Graham Brown of Timaru Builder (hereinafter with his executors administrators and assigns called "the Grantor")

is registered as the proprietor of an estate in fee simple

subject however to such encumbrances liens and interests as are notified by memoranda under-

written or endorsed hereon in all that piece of land situated in the Benmore Survey District

containing 809 square metres

be the same a little more or less being Lot 4 DP 15803 being Section 47 Block I Benmore Survey District and being all the land comprised and described in Certificate of Title Register No 78/1032 (Otago Registry) SUBJECT HOWEVER to the reservations and conditions imposed by section 8 of the Mining Act 1971 and Section 168A of the Coal Mines Act 1925 (hereinafter called "the servient tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1,9089 hectares be the same a little more or less being A 1.4290 hectares being part Section 11 Block I Benmore Survey District TOGETHER WITH a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and being B 4478 square metres being part Section 30 Block I Benmore Survey District TOGETHER WITH a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (hereinafter together called "the first dominant tenement")

AND WHEREAS THE OMARAMA RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39 Block I Benmore Survey District and being all the land comprised and described in Certificate of Title Register No A2/705 (Otago Registry) TOGETHER WITH a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") are registered as proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interest as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34,1175 hectares be the same a little more or less being Section 16 Block I Benmore Survey District and being part of the land comprised and described in Certificate of Title Register No 6B/505 (Otago Registry) TOGETHER WITH a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act 1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement")

AND WHEREAS RICHARD THOMAS WARDELL (1/2 share) and ELIZABETH HOPE WARDELL (1/2 share) of Oamaru Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant (1/2 share) (hereinafter with their respective executors administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and

interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781.2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown

the receipt of which sum hereby acknowledges

4. Here state rights-of-way, privileges or easements, if any, intended to be conveyed, and if the land to be dealt with contains all that is included in an existing grant or certificate, of title, or lease refer thereto for description and diagram: otherwise set forth the boundaries in chains, links or feet and refer to a plan thereof on margin of or annexed to the instrument, or deposited in the Registry Office.

183/146
OIC 6455

A2/706

part 6 B/505

Handwritten signature/initials

78/1032
1954/8

Handwritten mark

Pastoral Lease No P18 registered as Register Volume 338 folio 23 (Otago Registry)

338(2)

~~Be hereby granted to the said~~
~~TOGETHER WITH~~ a right to convey water over part Section 48 Block I Benmore Survey District (CF 6A/641) created by Transfer 434135 ~~SUBJECT HOWEVER~~ to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272871 and 272872 (hereinafter called ~~all~~ ~~estate and interest in the said piece~~ of land

"the fourth dominant tenement")

~~AND WHEREAS~~ OMARAMA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7.4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease No 9242 registered as Register No 1G/855 (Otago Registry) ~~TOGETHER WITH~~ a right to convey water over part Section 48 Block I Benmore Survey District (CF 6A/641) created by Transfer 434135 and ~~SUBJECT HOWEVER~~ to Memorandum of Mortgage No 280334 (hereinafter called "the fifth dominant tenement")

1C/855

~~AND WHEREAS~~ HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 1012 square metres ~~be the same a little more or less being Section 41 Block I Benmore Survey District~~ ~~TOGETHER WITH~~ a right to convey water over part Section 48 Block I Benmore Survey District (CF 6A/641) created by Transfer 434135 (hereinafter called "the sixth dominant tenement")

183/146

~~AND WHEREAS~~ HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares be the same a little more or less being Section 14 Block I Benmore Survey District ~~TOGETHER WITH~~ a right to convey water over part Section 48 Block I Benmore Survey District (CF 6A/641) created by Transfer 434135 (hereinafter called "the seventh dominant tenement")

206/67

~~AND WHEREAS~~ HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee") is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4.8714 hectares be the same a little more or less being Section 13 Block I Benmore Survey District ~~TOGETHER WITH~~ a right to convey water over part Section 48 Block I Benmore Survey District (CF 6A/641) created by Transfer 434135 (hereinafter called "the eighth dominant tenement")

OIC 6455

(with GN 480925)

NOW THEREFORE IN CONSIDERATION of the sum of TEN CENTS (10c) paid to the Grantor by each of them the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee the Grantor ~~DOES HEREBY TRANSFER AND GRANT~~ so far as the Grantor lawfully may to the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee and their respective tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course across that part of the servient tenement shown as containing an area of 164 square metres on DP 15903 and thereon marked "D" and for the

purposes of the easement concerned in order to maintain the efficiency of the water race at ~~day of~~ ~~One thousand nine hundred and~~

present constructed on the servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race or any part thereof and of opening up the soil of that land to such extent as may be

Signed by the said

necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired

~~AND IT IS HEREBY AGREED AND DECLARED~~ by and between the Grantor, the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee,

in the presence of

the seventh Grantee and the eighth Grantee:

Witness

1 THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares or in such proportion as may be agreed upon.

Occupation _____
In witness whereof these presents have been executed this 3rd day of
March 1978

Address _____
SIGNED by the said MAY SUSAN BROWN
as Grantor in the presence of: _____

Witness: _____

Occupation: Solicitor

Address: Timaru

SIGNED for and on behalf of HER MAJESTY THE QUEEN as first, sixth, seventh and eighth Grantee by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:


[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED for and on behalf of the OMARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of;

[Signature]
[Signature]
[Signature]


Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

[Signature]
[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said CHRISTOPHER STUART TURNBULL* and IAN ERNEST THOMPSON as fourth Grantees in the presence of:

[Signature]
[Signature]

*by his attorney

Witness: [Signature]

Occupation: Asst. Secy

Address: Dunedin

THE Common Seal of OMARAMA SALEYARDS COMPANY LIMITED was hereto affixed in the presence of:



[Signature] Director

[Signature] Secretary

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

[Signature]
Solicitor for the Purchaser
Grantees

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin
Solicitor SOLEMNLY AND SINCERELY DECLARE:

1. THAT I have executed the above Transfer as Attorney of and in the name of the therein named and described CHRISTOPHER STUART TURGEULL of Dunedin Solicitor by virtue of Power of Attorney bearing date the 26th day of November 1976 a copy of which Power of Attorney is deposited in the Land Registry Office at Dunedin under number 470829

2. THAT I have received no notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at Dunedin)
this 16th day of)
May 1978)
before me: -)

[Signature]

MAY SUSAN BROWN Grantor
HER MAJESTY THE QUEEN
THE OMARAMA RABBIT BOARD
ALAN DOUGLAS TAYLOR and RAYMOND Grantees
STANLEY FRANCIS Purchaser
RICHARD THOMAS WARDELL, CHRISTOPHER STUART
TURNBULL, IAN ERNEST THOMPSON and ELIZABETH
HOPE WARDELL
OMARAMA SALEYARDS COMPANY LIMITED
Particulars entered in the Register Book,

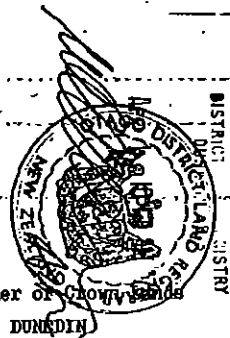
Vol. Folio
on the

District Land Registrar
Assistant
of the District of Canterbury

A Solicitor of the Supreme Court of New Zealand

LAND & DEEDS	
Nature:	Memo of Transfer
Firm:	
Date:	
Time:	
Fee:	\$
Abstract No:	

SCHEDULE
18/10/33, 18/3/46
18/7/04, 18/7/50
3/8/03, 12/8/55
20/6/67
OTHER IN LAND REGISTRY
15/1/291, 10/1/200
15/1/199, 12/00



Schedule
494001/1

In the Quality due to Condition of Original

(C)

Approved by the D.L.R. Canterbury No. 540645

New Zealand

4940012

Memorandum of Transfer

WHEREAS MAURICE JAMES COWIE of Omarama, Motor Mechanic and ELIZABETH MARY COWIE his wife (hereinafter with their respective executors administrators and assigns called "the Grantors")

1. Here state nature of estate or interest. being registered as the proprietors of an estate¹ in land held on Crown Deferred Payment Licence

subject however to such encumbrances liens and interests as are notified by memoranda under-

2. District, county, hundred or township. written or endorsed hereon in all that piece of land situated in the² Benmore Survey District

3. Here state the area, exclusive of roads, intersecting the same, if any. containing³ 817 square metres

4. Here state rights-of-way, privileges or easements, if any, intended to be conveyed, and if the land to be dealt with contains all that is included in an existing grant or certificate, of title, or lease refer thereto for description and diagram; otherwise set forth the boundaries in chains, links or feet and refer to a plan thereof on margin of or annexed to the instrument, or deposited in the Registry Office. be the same a little more or less⁴ being Lot 5 DP 15803 being Section 49 Block I Benmore Survey District and being all the land comprised and described in Crown Deferred Payment Licence No DPU 1277 registered as Register No 6D/802 (Otago Registry) SUBJECT HOWEVER to Memoranda of Mortgage Nos 470585/1 and 470585/2 (hereinafter called "the servient tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1.9089 hectares be the same a little more or less being A 1.4290 hectares being Part Section 11 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer and being B 4478 square metres being Part Section 30 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 (CT 6D/1104) created by Transfer

(hereinafter together called "the first dominant tenements")

AND WHEREAS THE OMARAMA RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39 Block I Benmore Survey District and being all the land comprised and described in Certificate of Title Register No A2/706 (Otago Registry) TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru, Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") are registered as proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memorandum underwritten or ~~endorsed hereon in all that piece of land situated in the~~ Benmore Survey District containing 34.1175 hectares be the same a little more or less being Section 16 Block I Benmore Survey District and being part of the land comprised and described in Certificate of Title Register No 6B/506 (Otago Registry) TOGETHER WITH (a) a right to convey water over Part Section 48 Block I ~~Benmore Survey District (CT 6A/641) created by Transfer 434135~~ and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer and SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act 1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement")

~~endorsed hereon in all that piece of land situated in the~~

~~XXXXXXXXXXXXXXXXXXXX~~

AND WHEREAS RICHARD THOMAS WARDELL (1/4 share) and ELIZABETH HOPE WARDELL (1/4 share) of Oamaru, Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant (1/4 share) (hereinafter with their respective executors ~~XX~~ administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781.2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease N^o P 18 registered as Register Volume ~~338~~ folio 23 (Otago Registry) TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer and SUBJECT HOWEVER to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272671 and 272672 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OAMARUA SALEBYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7.4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease N^o S 242 registered as Register No 1C/855 (Otago Registry) TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer and SUBJECT HOWEVER to Memorandum of Mortgage No 280334 (hereinafter called "the fifth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 1012 square metres be the same a little more or less being Section 41 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer (hereinafter called "the sixth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares be the same a little more or less being Section 14 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer (hereinafter called "the seventh dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee") is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4.8714 hectares be the same a little more or less being Section 13 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over Part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 and (b) a right to convey water over Part Lot 4 DP 15803 created by Transfer (hereinafter called "the eighth dominant tenement")

DP 15803 created by Transfer (hereinafter called "the eighth dominant tenement")

NOW THEREFOR IN CONSIDERATION of the sum of TEN CENTS (10c) paid to the Grantors by each of them the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee the Grantors DO HEREBY TRANSFER AND GRANT so far as the Grantors lawfully may to the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee,

~~XX~~
the seventh Grantee, and the eighth Grantee and their respective tenants (in common with the Grantors, their tenants and any other person lawfully entitled so to do) the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the ~~XX~~ source of supply or point of entry, as the case may be, and following the stipulated course across that part of the servient tenement shown as containing an area of ~~XXXXXXXXXX~~ 131 square metres on DP 15803 and thereon marked "E" and for the purposes of

~~XXXXX~~
~~XXXXX~~
~~XXXXX~~

49400.2

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **ROBERT McKENDRY CAMPBELL** of Wellington in
New Zealand, **SENIOR MANAGER CORPORATE**
..... **ACCOUNTS** for New Zealand of Australia and
New Zealand Banking Group Limited, hereby certify:—

1. THAT by deed dated the 8th day of May 1975 copies of which are deposited in
the Land Transfer Offices at:—

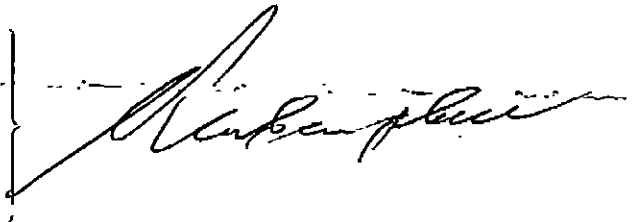
AUCKLAND	AS No. 412784.1	HOKITIKA	AS No. 48551.1
BLenheim	81328.1	INVERCARGILL	6433.1
CHRISTCHURCH	50351.1	NAPIER	319428.1
DUNEDIN	449641.1	NELSON	168250.1
GISBORNE	117435.1	NEW PLYMOUTH	226538.1
HAMILTON	H.058256.1	WELLINGTON	125239.1

I was appointed Attorney of Australia and New Zealand Banking Group Limited incorporated in
Victoria, Australia and having its head office for New Zealand at Wellington, Bankers, on the terms
and subject to the conditions set out in the said deed.

2. THAT at the date hereof I have not received any notice or information of the
revocation of that appointment by the winding up or dissolution of the said Australia and
New Zealand Banking Group Limited or otherwise.

SIGNED at Wellington this

28th day of *January*
1978



494001.2

the easement concerned in order to maintain the efficiency of the water race at present constructed on the servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race 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 land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantors, the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee

1. THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares or in such proportion as may be agreed upon.

In witness whereof these presents have been executed
this 3rd day of March 1978

SIGNED by the said MAURICE JAMES COWIE and ELIZABETH MARY COWIE as Grantors in the presence of:

M. J. Cowie
E. M. Cowie

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED for and on behalf of HER MAJESTY THE QUEEN as first, sixth, seventh and eighth Grantee by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:

[Signature]

Witness: [Signature]

Occupation: Asst

Address: Department of Lands - Survey District

SIGNED for and on behalf of the OKARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

Board Member
Andrew P. Hayes Secretary



SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

[Signature]
[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

SIGNED by the said CHRISTOPHER STUART TURNBULL and IAN ERNEST THOMPSON as Fourth Grantees in the presence of:
*by his attorney PETER-CHARLES LEWIS GIBSON

[Signature]
[Signature]

Witness: [Signature]

Occupation: Architect

Address: Dunedin

THE Common Seal of OMARAMA SALEYARDS COMPANY LIMITED was hereto affixed in the presence of:



[Signature] Director

[Signature] Secretary

HOUSING CORPORATION OF NEW ZEALAND the mortgagee above-mentioned under above mortgage No 470585/1 DOES HEREBY CONSENT to the within written grant of right to convey water

SIGNED for and on behalf of the Housing Corporation of New Zealand by

this _____ day of _____ 19 _____

acting for the said Corporation pursuant to section 15 of the Housing Corporation Act 1974

[Signature]
in the presence of:
[Signature]
Legal Clerk

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED the mortgagee above-mentioned under above mortgage No 470585/2 DOES HEREBY CONSENT to the within written grant of right to convey water

DATED at Wellington this 30th day of January 1978

Signed by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by its Attorney ROBERT MCKENDRY CAMPBELL in the presence of:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
BY ITS ATTORNEY [Signature]

[Signature]
Bank Officer
Wellington

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

[Signature]
Solicitor for the ~~Purchasers~~ ^{Grantees}

MAURICE JAMES COWIE and
 ELIZABETH MARY COWIE *Vendor Grantors*
 HER MAJESTY THE QUEEN
 THE OMARAMA RABBIT BOARD
 ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS
 RICHARD THOMAS WARDELL and *Purchaser-Grantees*
 ELIZABETH HOPE WARDELL
 IAN ERNEST THOMPSON and CHRISTOPHER STUART TURNBULL
 OMARAMA SALEYARDS COMPANY LIMITED

Particulars entered in the Register Book,

Vol. Folio

on the

District Land Registrar
 Assistant
 of the District of Canterbury.

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin Solicitor SOLEMNLY AND SINCERELY DECLARE:

1. THAT I have executed the above Transfer as Attorney of and in the name of the therein named and described CHRISTOPHER STUART TURNBULL of Dunedin Solicitor under and by virtue of Power of Attorney bearing date the 26th day of November 1976 a copy of which Power of Attorney is deposited in the Land Registry Office under number 470829

2. THAT I have received no notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Dunedin this)
 15th day of May 1978)
 before me: -

[Signature]

[Signature]
A Solicitor of the Supreme Court of New Zealand

LAND & DEEDS
Nature: Memo of Transfer
Firm:
Date:
Time:
Fee \$
Abstract No.

SCHEDULE
 60/809, 183/146
 40/906, 12/585
 38/23, 14/855
 306/67
 Order in Council 6/55
 12/11/59, 16/1/200

APR 1 1978
 DISTRICT OF DUNEDIN
 COMMISSIONER OF CROWN LANDS
 DUNEDIN
 SEE SCHEDULE
 494001/2

494001.3

(C)

Memorandum of Transfer

WHEREAS ERIC BRUCE HUTTON of Oamaru Company Director and RUBY CATHERINE HUTTON his wife (hereinafter with their respective executors administrators and assigns called "the Grantors") are

1. Here state nature of estate or interest.

being registered as the proprietors of an estate in land held on Crown Deferred Payment Licence

subject however to such encumbrances liens and interests as are notified by memoranda under-

2. District, county, hundred or township.

written or endorsed hereon in all that piece of land situated in the Benmore Survey District

3. Here state the area, extent of roads, intersecting the same, if any.

containing 809 square metres

4. Here state rights-of-way, privileges or easements, if any, intended to be conveyed, and if the land to be dealt with contain all that is included in an existing grant or certificate, of title, or issue refer thereto for description and diagrams otherwise set forth the boundaries in chains, links or feet and refer to a plan thereof on margin of or annexed to the instrument, or deposited in the Registry Office.

be the same a little more or less being Lot 3 DP 15803 being Section 68, Block I, Benmore Survey District and being all the land comprised and described in Crown Deferred Payment Licence No. DPU 1255 registered as Register No. 6C/670 (Otago Registry) SUBJECT HOWEVER to Memorandum of Mortgage No. 458067 (hereinafter called "the servient tenement").

183/1146
OK 6455

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1.9089 hectares be the same a little more or less being A 1.4290 hectares being part Section 11, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer and (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer and being B 4478 square metres being part Section 30 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (hereinafter together called "the first dominant tenement")

AND WHEREAS THE OMARU RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39, Block I, Benmore Survey District and being all the land comprised and described in Certificate of Title Register No. A2/706 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") are registered as proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34.1175 hectares be the same a little more or less being Section 16

Block I Benmore Survey District and being part of the land comprised and described in Certificate of Title Register No. 6B/506 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and

~~By deed transfer to the said~~

~~all estate and interest in the said piece of land~~

SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act 1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement")

AND WHEREAS RICHARD THOMAS WARDELL (1/2 share) and ELIZABETH HOPE WARDELL (1/2 share) of Oamaru Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant (1/2 share) (hereinafter with their respective executors administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781,2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease No. P18 registered as Register Volume 338 folio 23. (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer SUBJECT HOWEVER to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272871 and 272872 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OMARAMA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7,4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease No. 242 registered as Register No. 1C/855 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and SUBJECT HOWEVER to Memorandum of Mortgage No. 280334 (hereinafter called "the fifth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 1012 square metres be the same a little more or less being Section 41 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (hereinafter called "the sixth dominant tenement")

183/146

day of

One thousand nine hundred and

"the sixth dominant tenement")

Signed by the said

in the presence of

Witnesses

Name _____

Occupation _____

Address _____

200/101

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares be the same a little more or less: being Section 14 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (hereinafter called "the seventh dominant tenement")

OC 6455

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee") is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4.8714 hectares be the same a little more or less being Section 13 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer and (c) a right to convey water over part Lot 5 DP 15803 created by Transfer (hereinafter called "the eighth dominant tenement")

NOW THEREFOR IN CONSIDERATION of the sum of TEN CENTS (10c) paid to the Grantors by each of them the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee the Grantors DO HEREBY TRANSFER AND GRANT so far as the Grantors lawfully may to the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee and their respective tenants (in common with the Grantors, their tenants, and any other person lawfully entitled so to do) the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course across that part of the servient tenement shown as containing an area of 122 square metres on DP 15803 and thereon marked "C" and for the purposes of the easement concerned in order to maintain the efficiency of the water race at present constructed on the servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race 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 land of the Grantors and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantors, the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee:

1 THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares or in such proportion as may be agreed upon.

In witness whereof these presents have been executed this 3rd day of March 1978

SIGNED by the said ERIC BRUCE)
HUTTON and RUBY CATHERINE)
HUTTON as Grantors in the)
presence of:)

Ruby C. Hutton *E. Bruce Hutton*

Witness: to *Sybil* *Eric*
Occupation: *Solator* *Surveyor*
Address: *Tumalo*

Witness to *E. B. Hutton*
as *deputy*
Solator
O'Connor

SIGNED for and on behalf of HER MAJESTY THE QUEEN as first, sixth, seventh and eighth Grantees by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:


J.P. Gleane

Witness: [Signature]

Occupation: Clerk

Address: Department of Lands & Survey Dunedin

SIGNED for and on behalf of the OMARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of:

[Signature]
Chairman
[Signature] Secretary


Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept Dunedin

SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept Dunedin

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept Dunedin

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

[Signature]
[Signature]

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept Dunedin

SIGNED by the said CHRISTOPHER STUART TURNBULL* and IAN ERNEST THOMPSON as fourth Grantees in the presence of:

[Signature]
[Signature]

*by his attorney PETER CHARLES LEWIS GIBSON

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

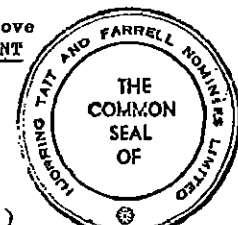
THE Common Seal of OMARAMA SALEYARDS COMPANY LIMITED was hereto affixed in the presence of:



[Signature] Director

[Signature] Secretary

HJORRING, TAIT & FARRELL NOMINEES LIMITED the Mortgagee above mentioned under above Mortgage No. 458067 DOES HEREBY CONSENT to the within-written grant of right to convey water



DATED at this day of 19

THE COMMON SEAL OF HJORRING TAIT & FARRELL NOMINEES LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

[Signature] (Director)
[Signature] (Secretary)

No.

Correct for the purposes of the Land Transfer Act.

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

[Signature]
Solicitor for the Purchaser-Grantees

ERIC BRUCE HUTTON, and Grantors
RUBY CATHERINE HUTTON Vendor

HER MAJESTY THE QUEEN Grantees
THE GNARAMA RABBIT BOARD Purchaser
ALAN DOUGLAS TAYLOR and RAYMOND Purchaser
STANLEY FRANCIS

RICHARD THOMAS WARDELL CHRISTOPHER STUART TURNBULL
IAN ERNEST THOMPSON and ELIZABETH HOPE WARDELL
OMARAKA SALEYARDS COMPANY LIMITED
Particulars entered in the Register Book,

Vol. Folio
on the

District Land Registrar
Assistant of the District of Canterbury

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin Solicitor SOLEMNLY AND SINCERELY DECLARE:-

1. THAT I have executed the above Transfer as Attorney of and in the name of the therein named and described CHRISTOPHER STUART TURNBULL of Dunedin Solicitor under and by virtue of Power of Attorney bearing date the 26th day of November 1976 a copy of which Power of Attorney is deposited in the Land Registry Office under number 470829

2. THAT I have received no notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at Dunedin this 16th day of May 1978 before me: *[Signature]*

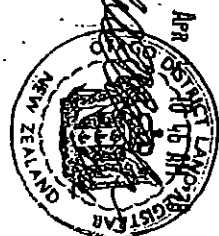
[Signature]

A Solicitor of the Supreme Court of New Zealand

LAND & DEEDS
Nature: Memo of Transfer
Firm:
Date:
Time:
Fee \$:
Abstract No.

SCHEDULE
64/670, 103/146
103/206, 103/208
338/203, 10/855
103/206, 206/167
103/100, 110/0
Order in Council by S.S.

Commissioner of Crown Lands
DUNEDIN



APR 25 1978
DISTRICT REGISTRY
DUNEDIN NO. 3
SEE SCHEDULE
4940013



4940014
New Zealand

(C)

Memorandum of Transfer

WHEREAS JOHN HENRY COLE of Oamaru Carpenter (hereinafter with his executors administrators and assigns called "the Grantor") is

being registered as the proprietor of an estate in land held on Crown Deferred Payment Licence

subject however to such encumbrances liens and interests as are notified by memoranda under-

written or endorsed hereon in all that piece of land situated in the Benmore Survey District

containing 809 square metres

be the same a little more or less being Lot 1 DP 15803 being Section 66 Block I Benmore Survey District and being all the land comprised and described in Crown Deferred Payment Licence No DPU 1211 registered as Register No (CT 7B/1033) (Otago Registry) (hereinafter called "the servient tenement")

1. Here state nature of estate or interest.
2. District, county, hundred or township.
3. Here state the area, exclusive of roads, intersecting the same, if any.
4. Here state rights-of-way, privileges or easements, if any, intended to be conveyed, and if the land to be dealt with contains all that is included in an existing grant or certificate, of title, or lease refer thereto for description and diagram; otherwise set forth the boundaries in chains, links or feet and refer to a plan thereof on margin of or annexed to the instrument, or deposited in the Registry Office.

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1.9089 hectares be the same a little more or less being A 1.4290 hectares being part Section 11 Block I Benmore Survey District **TOGETHER WITH** (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and being B 4478 square metres being part Section 30 Block I Benmore Survey District **TOGETHER WITH** (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer (hereinafter together called "the first dominant tenements")

183/1140
206/155

AND WHEREAS THE OMARUARABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39 Block I Benmore Survey District and being all the land comprised and described in Certificate of Title Register No A2/706 (Otago Registry) **TOGETHER WITH** (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") are registered as

proprietors of an estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34.1175 hectares be the same a the receipt of which sum hereby acknowledge

~~Do hereby Transfer to the said~~
little more or less being Section 16 Block I Benmore Survey District and being part of the land comprised and described in Certificate of Title Register No 6B/506 (Otago Registry) TOGETHER WITH (a) a right to convey water over part

~~of the said estate and interest in the said piece of land.~~
Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer 6D/802) created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act 1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement") AND WHEREAS RICHARD THOMAS WARDELL (1/4 share) and ELIZABETH HOPE WARDELL (1/4 share) of Oamaru Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant (1/4 share) (hereinafter with their respective executors administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781.2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease No P 18 registered as Register Volume 338 folio 23 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer SUBJECT HOWEVER to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272871 and 272872 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OMARAMA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7.4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease No S 242 registered as Register No 1C/855 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and SUBJECT HOWEVER to Memorandum of Mortgage No 280334 (hereinafter called "the fifth dominant tenement")

18/3/1966
AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 1012 square metres be the same a little more or less being Section 41 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135

~~in the presence of the said Grantee~~
(b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer (hereinafter called "the sixth dominant tenement")

26/6/67
AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares be the same a little more or less being Section 14 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer (hereinafter called "the seventh dominant tenement")

Witness:-

Name -----

Occupation -----

Address -----

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee") is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4.8714 hectares be the same a little more or less being Section 13 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer (hereinafter called "the eighth dominant tenement")

NOW THEREFOR IN CONSIDERATION of the sum of TEN CENTS (10c) paid to the Grantor by each of them the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee the Grantor DOES HEREBY TRANSFER AND GRANT so far as the Grantor lawfully may to the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee and their respective tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) the full, free, uninterrupted, and unrestricted right, liberty, and privilege from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course across that part of the servient tenement shown as containing an area of 39 square metres on DP 15803 and thereon marked "A" and for the purposes of the easement concerned in order to maintain the efficiency of the water race at present constructed on the servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race 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 land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor, the first Grantee, the second Grantee, the third Grantees, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee

1. THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares or in such proportion as may be agreed upon.

In witness whereof these presents have been executed this 3rd day of March 1978

SIGNED by the said JOHN HENRY COLE as Grantor in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Land & Survey Dept Dunedin

SIGNED for and on behalf of HER MAJESTY THE QUEEN as first, sixth, seventh, and eighth Grantee by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Land & Survey Dept Dunedin

SIGNED for and on behalf of the OMARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Land & Survey Dept Dunedin

[Signature]

[Signature]

W. M. [Signature] Chairman
Andrew [Signature] Secretary



This document is a reproduction of a scanned document. The original document is a legal instrument, a deed of grant, and is subject to the provisions of the Land Act 1948 and the Reserves and Domains Act 1953. The document is a legal instrument, a deed of grant, and is subject to the provisions of the Land Act 1948 and the Reserves and Domains Act 1953.

SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin.

[Signature]

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin.

A. D. Taylor

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

Witness: [Signature]

Occupation: Civil Servant

Address: Lands Survey Dept
Dunedin

R. T. Wardell
E. H. Wardell

SIGNED by the said CHRISTOPHER STUART TURNBULL* and IAN ERNEST THOMPSON as fourth Grantees in the presence of:

*By his attorney PETER CHARLES LEWIS GIBSON

Witness: [Signature]

Occupation: Architect

Address: Dunedin

[Signature]
[Signature]

THE Common Seal of OMARAMA SALEYARDS COMPANY LIMITED was hereto affixed in the presence of:

[Signature] Director

[Signature] Secretary



Vertical text on the right edge of the page, likely a scanning artifact or page number.

No. Page Quality 1/4
to Condition
of Original

Correct for the purposes of the Land Transfer Act.

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

[Signature]
Solicitor for the Purchaser-Grantee

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin Solicitor SOLEMNLY AND SINCERELY DECLARE:-

1. THAT I have executed the above transfer as Attorney of and in the name of the therein named and described CHRISTOPHER STUART TURNBULL of Dunedin Solicitor under and by virtue of Power of Attorney dated the 26th day of November 1976 which Power of Attorney is deposited in the Land Registry Office at Dunedin under number 470829

2. THAT I have received no notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at Dunedin this)
15th day of May 1978)
before me:-

[Signature]

Grantor
JOHN HENRY COLE
Vendor
HER MAJESTY THE QUEEN
THE OMARAMA RABBIT BOARD
ALAN DOUGLAS TAYLOR and RAYMOND STANLEY PRINCIS
RICHARD THOMAS WARDELL, Purchaser Grantees
~~ELIZABETH HOPE WARDELL, CHRISTOPHER STUART TURNBULL~~
and IAN ERNEST THOMPSON
OMARAMA SALEYARDS COMPANY LIMITED

Particulars entered in the Register Book,

Vol. Folio

on the

District Land Registrar
Assistant of the District of Canterbury

[Signature]
A Solicitor of the Supreme Court of New Zealand

LAND & DEEDS
Nature: Memo of Transfer
Firm:
Date:
Time:
Fee \$
Abstract No.

SCHEDULE
9B/346 (2/10/83) 183/146
10/7/06 (2/1/86)
33/103 14/855
206/67
Date of bench: 1985
10/11/87 1120

494001/4
DISTRICT OF DUNEDIN
SCHEDULE
Commissioner of Lands
DUNEDIN

4940015

(C)

Memorandum of Transfer

WHEREAS KEVYN BRUCE WEBB of Christchurch Artist and BEVERLEY ANNE WEBB his wife (hereinafter with their respective executors administrators and assigns called "the Grantors")

1. Here state name of being registered as the proprietors of an estate¹ in land held on Crown Deferred Payment Licence

subject however to such encumbrances liens and interests as are notified by memoranda under-

2. District, county, hundred written or endorsed hereon in all that piece of land situated in the²

Benmore Survey District

3. Here state the area containing³ 809 square metres

4. Here state rights-of-way, privileges or easements, if any, intended to be conveyed, and if the land to be dealt with contains all that is included in an existing grant or certificate, of title, or lease refer thereto for description and diagram; otherwise set forth the boundaries in chains, links or feet and refer to a plan thereof on margin of or annexed to the instrument, or deposited in the Registry Office.

be the same a little more or less⁴ being Section 69 Block I Benmore Survey District and being all the land comprised and described in Crown Deferred Payment Licence No DPU 1136 registered as Register No 6A/251 (Otago Registry) SUBJECT HOWEVER to Memorandum of Mortgage 431988 (hereinafter called "the servient tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 19089 hectares be the same a little more or less being A 1.4290 hectares being part Section 11 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer and being B 4478 square metres being part Section 30 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer (hereinafter together called "the first dominant tenement")

1831
or 6455

AND WHEREAS THE OARANA RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39 Block I Benmore Survey District and being all the land comprised and described in Certificate of Title Register No A2/706 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") in consideration of the sum of

paid to by

the receipt of which sum hereby acknowledge

~~Do hereby transfer to the said~~

~~all estate and interest in the said piece of land~~

are registered as proprietors of an estate in fee simple as tenants in common in equal shares, subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34.1175 hectares be the same a little more or less being Section 16 Block I Benmore Survey District and being part of the land comprised and described in Certificate of Title Register No 6B/506 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 4B Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer and SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act-1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement")

AND WHEREAS RICHARD THOMAS WARDELL ($\frac{1}{4}$ share) and ELIZABETH HOPE WARDELL ($\frac{1}{4}$ share) of Oamaru Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant ($\frac{1}{2}$ share) (hereinafter with their respective executors administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781.2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease No P 18 registered as Register Volume 338 folio 23 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 4B Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer SUBJECT HOWEVER to Electricity Agreement 219540 and Memoranda of Mortgage No 272871 and 272872 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OMARANA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7.4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease No S 242 registered as Register No 1C/855 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 4B Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802) created by Transfer and (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer and SUBJECT HOWEVER to Memorandum of Mortgage No 280334 (hereinafter called "the fifth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 1012 square metres be the same a little more or less being Section 41 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 4B Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part

In witness whereof have hereunto signed _____ name this

day of

One thousand nine hundred and

Signed by the said

in the presence of

Witness—

Name _____

Occupation _____

Address _____

183/146

Lot 4 DP 15803 created by Transfer (c) a right to convey water over part
 Lot 5 DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot
 3 DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1
 DP 15803 (CT 7B/1033) created by Transfer (hereinafter called "the sixth dominant tenement")
AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh
 Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated
 in the Benmore Survey District containing 4.8056 hectares be the same a little more or less being
 Section 14 Block I Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section
 48 Block I Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water
 over part Lot 4 DP 15803 created by Transfer (c) a right to convey water over part
 Lot 5 DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3 DP 15803
 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803
 (CT 7B/1033) created by Transfer (hereinafter called "the seventh dominant tenement")
AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee")
 is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions
 imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey
 District containing 4.8714 hectares be the same a little more or less being Section 13 Block I Benmore
 Survey District TOGETHER WITH (a) a right to convey water over part Section 48 Block I Benmore Survey
 District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4 DP 15803
 created by Transfer (c) a right to convey water over part Lot 5 DP 15803 (CT 6D/802)
 created by Transfer (d) a right to convey water over part Lot 3 DP 15803 (CT 6C/670) created by
 Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by
 Transfer (hereinafter called "the eighth dominant tenement")

NOW THEREFORE IN CONSIDERATION of the sum of TEN CENTS (10 c) paid to the Grantors by each of them the
 first Grantee, the second Grantee, the third Grantee, the fourth Grantees, the fifth Grantee, the sixth
 Grantee, the seventh Grantee, and the eighth Grantee the Grantors DO HEREBY TRANSFER AND GRANT so far as
 the Grantors lawfully may to the first Grantee, the second Grantee, the third Grantees, the fourth Grantees
 the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee and their respective
 tenants (in common with the Grantors their tenants, and any other person lawfully entitled so to do) the
 full, free, uninterrupted, and unrestricted right, liberty and privilege from time to time and at all
 times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for
 any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights
 of other persons having the same or similar rights from the source of supply or point of entry, as the
 case may be, and following the stipulated course across that part of the servient tenement shown on
 the plan attached hereto and thereon coloured yellow and marked "easement" and for the purposes of the
 easement concerned to order to maintain the efficiency of the water race at present constructed on the
 servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the
 first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth
 Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and
 workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary
 for the purpose, to enter upon the land over which the easement is granted or created and to remain
 there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining
 the water race 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 land of the Grantors and that the surface is restored as nearly as
 possible to its original condition and any other damage done by reason of the aforesaid operations is
 repaired.

AND IT IS HEREBY AGREED AND DECLARED by and between the Grantors, the first Grantee, the second Grantee,
 the third Grantee, the fourth Grantees, the fifth Grantee, the sixth Grantee, the seventh Grantee and the
 eighth Grantee:

1 THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares
 or in such proportion as may be agreed upon.

In witness whereof these presents have been executed this 3rd day of March 1978

SIGNED by the said KEVIN BRUCE WEBB and
BEVERLEY ANNE WEBB as Grantors in the
 presence of:

Witness: [Signature]

Occupation: Game Warden

Address: James & Sunny Street

Dunedin

[Signature: K.B. Webb]
[Signature: B.A. Webb]

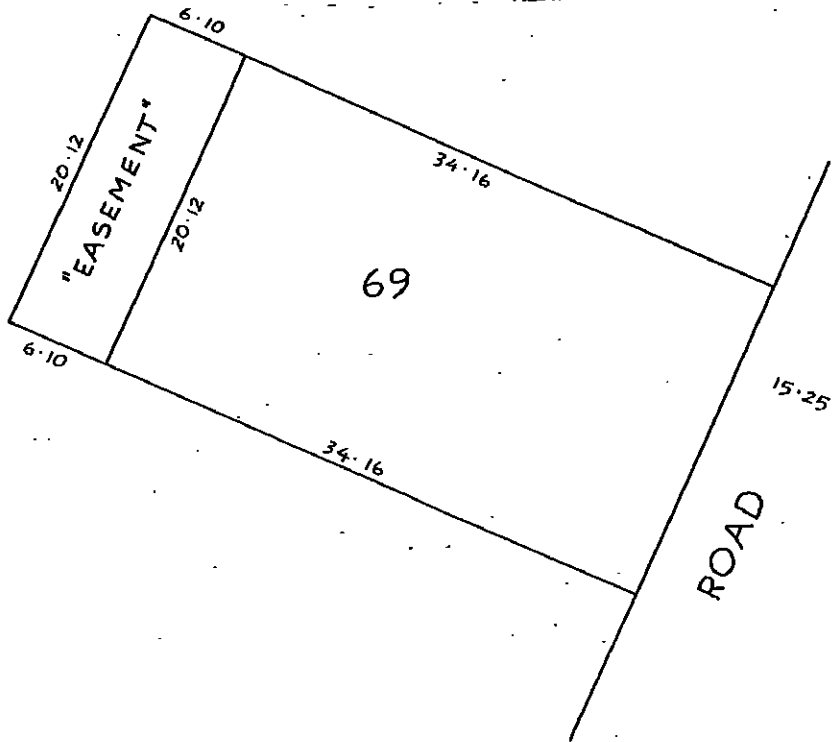
SIGNED for and on behalf of HER MAJESTY THE QUEEN
 as first, sixth, seventh and eighth Grantee by the
 Assistant Commissioner of Crown Lands for the
 Land District of Otago in the presence of:

Witness: [Signature]

Occupation: [Signature]

Address: [Signature]

[Signature: G. R. A. Webb]
[Signature: J. R. Webb]



S.O: 17125

SIGNED for and on behalf of the OMARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of:

Witness: [Signature]

Occupation: Grain Servant

Address: Lands Survey Dept Dunedin

[Signature]
Chairman
Andrew Hayes Secretary



SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

Witness: [Signature]

Occupation: Grain Servant

Address: Lands Survey Dept Dunedin

[Signature]

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

Witness: [Signature]

Occupation: Grain Servant

Address: Lands Survey Dept Dunedin

A.D. Taylor

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

Witness: [Signature]

Occupation: Grain Servant

Address: Lands Survey Dept Dunedin

R. Wardell E.H. Wardell

SIGNED by the said CHRISTOPHER STUART TURNBULL and IAN ERNEST THOMPSON as fourth Grantees in the presence of:

*by his attorney PETER CHARLES LEWIS GIBSON

Witness: [Signature]

Occupation: [Signature]

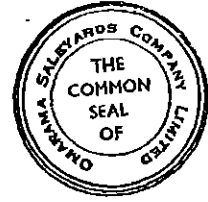
Address: [Signature]

[Signature]
[Signature]

THE Common Seal of OMARAMA SALVYARDS COMPANY LIMITED was hereto affixed in the presence of:

[Signature] Director.

[Signature] Secretary.



THE HOUSING CORPORATION OF NEW ZEALAND the Mortgagee abovementioned under above Mortgage No 431988 DOES HEREBY CONSENT to the within written grant of right to convey water

DATED at _____ this _____ day of _____ 19 _____

SIGNED for and on behalf of the Housing Corporation of New Zealand by Don Blundell Sisley

acting for the said Corporation pursuant to section 15 of the Housing Corporation Act 1974

[Signature]

in the presence of:

[Signature]
legal clerk

Housing Corporation of N.Z. Dunedin

No. Image Quality due to Condition of Original

Correct for the purposes of the Land Transfer Act.

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

[Signature]
Grantees
Solicitor for the Purchaser

KEVIN BRUCE WEBB and BEVERLEY ANNE WEBB Vendor Grantors

~~HER MAJESTY THE QUEEN
THE OMARAMA RABBIT BOARD
ALAN DOUGLAS TAYLOR and RAYMOND STEPHEN FRANCIS
RICHARD THOMAS WARDELL CHRISTOPHER STUART TURNBULL ERNEST THOMPSON
ELIZABETH HOPE WARDELL~~ Purchaser Grantees
OMARAMA SALEYARDS COMPANY LIMITED

Particulars entered in the Register Book,

Vol. Folio

on the

District Land Registrar
Assistant
of the District of Canterbury

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin Solicitor SOLEMNLY AND SINCERELY DECLARE:-

1. THAT I have executed the above transfer as Attorney of and in the name of the therein ~~named~~ and described CHRISTOPHER STUART TURNBULL of Dunedin Solicitor under and by virtue of Power of Attorney bearing date the 26th day of November 1976 a copy of which Power of Attorney is deposited in the Land Registry Office at Dunedin under number 470829

2. THAT I have received no notice or information of the revocation of the said Power of Attorney by death or otherwise and I verily believe the same to be in full force and effect

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957

DECLARED at Dunedin)
this 16th day of)
Mokey 1978 before)
me:-)

[Signature]

[Signature]
A Solicitor of the Supreme Court of New Zealand

LAND & DEEDS	
Nature: Memo of Transfer	
Flrm:	
Date:	
Time:	
Fee \$:	
Abstract No.	

SCHEDULE:
69/551, 183/146
42/1709, 25/526
338/23, 14/855
206/67.
Order in favour of 6/55 / before 16/12/2000

4940015
see schedule.
DISTRICT LAND REGISTRAR
DUNEDIN
[Signature]
APR 4

Commissioner of Crown Lands
DUNEDIN

(C)

Memorandum of Transfer

WHEREAS GORDON JAMES ROBERT EDMONSTON of Oamaru, Depot Supervisor (hereinafter with his executors administrators and assigns called "the Grantor") is

1. Here state nature of being registered as the proprietor of an estate¹ in land held on Crown Deferred Payment Licence estate or interest.

subject however to such encumbrances liens and interests as are notified by memoranda under-

2. District, county, hundred written or endorsed hereon in all that piece of land situated in the² or township.

Benmore Survey District

3. Here state the area, containing³ 820 square metres exclusive of roads, intersecting the same, if any.

4. Here state title of way, be the same a little more or less⁴ being Section 50, Block I, Benmore Survey District and privilege or easement of way, being all the land comprised and described in Crown Deferred Payment Licence No. DPU 1201 registered as Register No. 6A/1233 (Otago Registry) (hereinafter called "the first tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the first Grantee") is the owner subject to the Reserves and Domains Act 1953 of all those pieces of land situated in the Benmore Survey District containing together 1,9089 hectares be the same a little more or less being A 1.4290 hectares being part Section 11, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer and being B 4478 square metres being part Section 30, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer (hereinafter together called "the first dominant tenements")

AND WHEREAS THE Otago RABBIT BOARD a Board duly constituted under the Rabbits Act 1955 (hereinafter with its successors and assigns called "the second Grantee") is registered as proprietor of an estate in fee simple in trust for Rabbit Board Buildings subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 6675 square metres be the same a little more or less being Section 39, Block I, Benmore Survey District and being all the land comprised and described in Certificate of Title Register No. A2/706 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer (hereinafter called "the second dominant tenement")

AND WHEREAS ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS both of Oamaru Company Directors (hereinafter with their respective executors administrators and assigns called "the third Grantees") are registered as proprietors of an the receipt of which is hereby acknowledged

estate in fee simple as tenants in common in equal shares subject however to such encumbrances liens and interests as are notified by memorandum underwritten

~~to be transferred to the said~~
or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 34.1175 hectares be the same a little more or less being Section 16, Block I, Benmore Survey District and being part of the land comprised

~~all the state and interest in the said piece of land~~
and described in Certificate of Title Register No. 6B/506 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer and SUBJECT TO the reservations and conditions imposed by Section 59 of the Land Act 1948 and Memorandum of Mortgage 447813/2 (hereinafter called "the third dominant tenement")

AND WHEREAS RICHARD THOMAS WARDELL (1/2 share) and ELIZABETH HOPE WARDELL (1/2 share) of Oamaru; Sheep Farmer and his wife CHRISTOPHER STUART TURNBULL of Dunedin Solicitor and IAN ERNEST THOMPSON of Dunedin Chartered Accountant (1/2 share) (hereinafter with their respective executors administrators and assigns called "the fourth Grantees") are registered as proprietors of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land situated in Ahuriri Benmore Gala and Hawkdun Survey Districts containing 8781.2103 hectares be the same a little more or less being Part Run 322B Ahuriri Benmore Gala and Hawkdun Survey Districts and being the balance of the land comprised and described in Crown Pastoral Lease No. P.18 registered as Register Volume 338 folio 23 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer SUBJECT HOWEVER to Electricity Agreement 219540 and Memoranda of Mortgage Nos 272871 and 272872 (hereinafter called "the fourth dominant tenement")

AND WHEREAS OMARANA SALEYARDS COMPANY LIMITED a duly incorporated company having its registered office at Oamaru (hereinafter with its assigns called "the fifth Grantee") is registered as proprietor of an estate in leasehold subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all that piece of land situated in the Benmore Survey District containing 7.4867 hectares be the same a little more or less being Part Run 322B Benmore Survey District and being all the land comprised and described in Crown Special Lease Nos 242 registered as Register No. 1C/855 (Otago Registry) TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer and SUBJECT HOWEVER to Memorandum of Mortgage No. 280334 (hereinafter called "the fifth dominant tenement")

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the sixth Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing

183/146
Signed by the said
1012 square metres be the same a little more or less being Section 41, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer (hereinafter called "the sixth dominant tenement")

206/67
AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the seventh Grantee") is the owner subject to the Reserves and Domains Act 1953 of all that piece of land situated in the Benmore Survey District containing 4.8056 hectares be the same a little more or less being Section 14, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6C/670) created by Transfer and (e) a right to convey water over part Lot 1, DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer (hereinafter called "the seventh dominant tenement")

OC 6455

AND WHEREAS HER MAJESTY THE QUEEN (hereinafter with her successors and assigns called "the eighth Grantee") is the owner subject to the Reserves and Domains Act 1953 subject to the reservations and conditions imposed by Section 59 of the Land Act 1948 of all that piece of land situated in the Benmore Survey District containing 4,8714 hectares be the same a little more or less being Section 13, Block I, Benmore Survey District TOGETHER WITH (a) a right to convey water over part Section 48, Block I, Benmore Survey District (CT 6A/641) created by Transfer 434135 (b) a right to convey water over part Lot 4, DP 15803 created by Transfer (c) a right to convey water over part Lot 5, DP 15803 (CT 6D/802) created by Transfer (d) a right to convey water over part Lot 3, DP 15803 (CT 6G/670) created by Transfer and (e) a right to convey water over part Lot 1 DP 15803 (CT 7B/1033) created by Transfer and (f) a right to convey water over part Section 69, Block I, Benmore Survey District (CT 6A/251) created by Transfer (hereinafter called "the eighth dominant tenement")

NOW THEREFOR, IN CONSIDERATION of the sum of TEN CENTS (10c) paid to the Grantor by each of them the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee the Grantor DOES HEREBY TRANSFER AND GRANT so far as the Grantor lawfully may to the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee and their respective tenants (in common with the Grantor, his tenants, and any other person lawfully entitled so to do) the full, free, uninterrupted, and unrestricted right, liberty and privilege from time to time and at all times to take, convey and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course across that part of the servient tenement shown on the plan attached hereto and thereon coloured yellow and marked "easement" and for the purposes of the easement concerned in order to maintain the efficiency of the water race at present constructed on the servient tenement, the full, free, uninterrupted, and unrestricted right, liberty and privilege for the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee, and the eighth Grantee, their respective tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose, to enter upon the land over which the easement is granted or created and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, and maintaining the water race 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 land of the Grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired AND IT IS HEREBY AGREED AND DECLARED by and between the Grantor, the first Grantee, the second Grantee, the third Grantee, the fourth Grantee, the fifth Grantee, the sixth Grantee, the seventh Grantee and the eighth Grantee:

1. THE costs of and incidental to this transfer shall be borne by the respective Grantees in equal shares or in such proportion as may be agreed upon.

In witness whereof these presents have been executed this 3rd day of March 1978

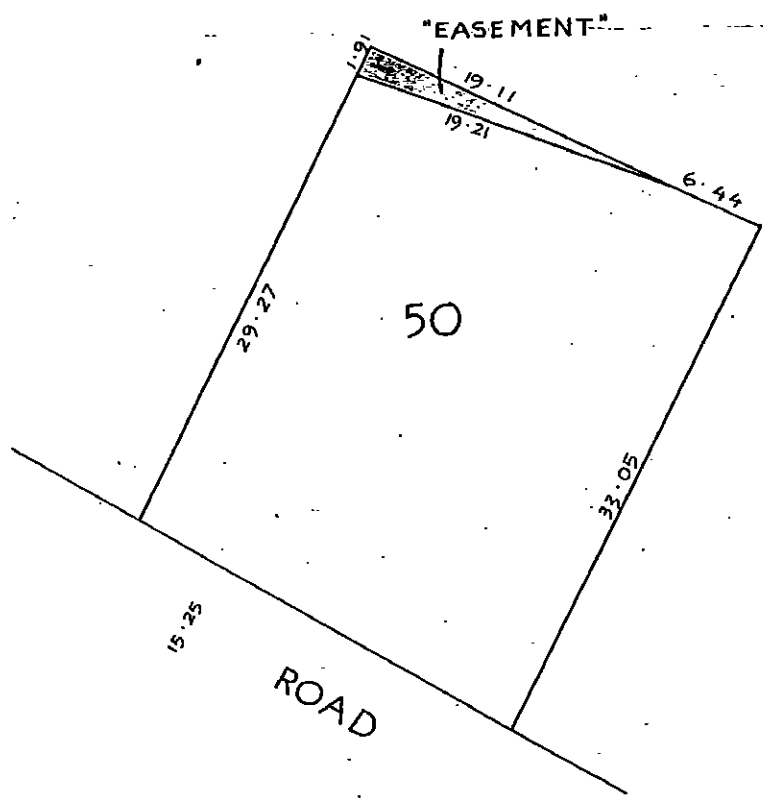
SIGNED by the said GORDON)
JAMES ROBERT EDMONSTON as)
Grantor in the presence of)

J. R. Edmondston

Witness: *[Signature]*

Occupation: *Civil Servant*

Address: *Land Survey Dept
Dunedin,*



"EASEMENT"

50

ROAD


S.O: 17125

SIGNED for and on behalf of HER MAJESTY THE QUEEN as first, sixth, seventh and eighth Grantee by the Assistant Commissioner of Crown Lands for the Land District of Otago in the presence of:

J.R. Gleane

Witness: [Signature]
Occupation: Game Steward
Address: lands & Survey Dept
Dunedin

SIGNED for and on behalf of the OHARAMA PEST DESTRUCTION BOARD as the second Grantee under the Common Seal of the Board in the presence of:

[Signature] Chairman
[Signature] Secretary


Witness: [Signature]
Occupation: Game Steward
Address: lands & Survey Dept
Dunedin

SIGNED by the said RAYMOND STANLEY FRANCIS as third Grantee in the presence of:

[Signature]

Witness: [Signature]
Occupation: Game Steward
Address: lands & Survey Dept
Dunedin

SIGNED by the said ALAN DOUGLAS TAYLOR as third Grantee in the presence of:

A.D. Taylor

Witness: [Signature]
Occupation: Game Steward
Address: lands & Survey Dept
Dunedin

SIGNED by the said RICHARD THOMAS WARDELL and ELIZABETH HOPE WARDELL as fourth Grantees in the presence of:

[Signature]
[Signature]

Witness: [Signature]
Occupation: Game Steward
Address: lands & Survey Dept
Dunedin

SIGNED by the said CHRISTOPHER STUART TURNBULL* and IAN ERNEST THOMPSON as fourth Grantees in the presence of:

[Signature]
[Signature]

*by his attorney PETER CHARLES LEWIS GIBSON
Witness: [Signature]
Occupation: [Signature]
Address: Dunedin

THE Common Seal of OHARAMA SALEYARDS COMPANY LIMITED was heretofore affixed in the presence of:



[Signature] Director

[Signature] Secretary

TRANSFER of

RIGHT TO CONVEY WATER

Situated in Benmore Survey District

GORDON JAMES ROBERT EDMONSTON Grantor

HER MAJESTY THE QUEEN
THEOMARAMA RABBIT BOARD
ALAN DOUGLAS TAYLOR and RAYMOND STANLEY FRANCIS
RICHARD THOMAS WARDELL CHRISTOPHER STUART TURNBULL
IAN ERNEST THOMPSON and ELIZABETH HOPE WARDELL Grantees

OMARAMA SALEYARDS COMPANY LIMITED *Vendor*

[Signature]
Solicitor for the Purchaser
Grantees

DECLARATION OF NON REVOCATION

I PETER CHARLES LEWIS GIBSON of Dunedin
Solicitor SOLEMNLY AND SINCERELY DECLARE:

1. THAT I have executed the above
Transfer as Attorney of and in the name
of the therein named and described
CHRISTOPHER STUART TURNBULL of Dunedin
Solicitor under and by virtue of Power
of Attorney bearing date the 26th day
of November 1976 a copy of which Power
of Attorney is deposited in the Land
Registry office at Dunedin under number
470829

2. THAT I have received no notice or
information of the revocation of the
said Power of Attorney by death or
otherwise and I verily believe the same
to be in full force and effect

AND I MAKE this solemn declaration
conscientiously believing the same to
be true and by virtue of the Oaths and
Declarations Act 1957

DECLARED at Dunedin)
this 16th day of)
May 1978 before:)
me: -)

[Signature]

Particulars entered in the Register Book,

Vol. Folio

on the

District Land Registrar
Assistant of the District of Canterbury

[Signature]
A Solicitor of the Supreme Court of New
Zealand

LAND & DEEDS	
Nature:	Memo of Transfer
Firm:	
Date:	
Time:	
Fee \$	
Abstract No.	

1101352
SCHEDULE
A2/106, 2/150
338/203, 12/855
206/167
Order in Council 1978
19/11/80, 1200

Commissioner of Crown Lands
DUNEDIN



Apr 17 1978
DISTRICT LAND REGISTRY
DUNEDIN NO. 3
494001/6
SEE SCHEDULE.

Approved by Registrar-General of Land under No. 2003/8150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



Insert type of instrument
 "Caveat", "Mortgage" etc

Easement Instrument

Page **1** of **1** pages


Consentor
 Surname must be underlined or in CAPITALS

Capacity and interest of Consentor
 (eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

RABOBANK NEW ZEALAND LIMITED	as Mortgagee under Mortgage number 7130587.4
-------------------------------------	--

Consent
 Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.
 State full details of the matter for which consent is required.

Pursuant to (section 238(2) of the Land Transfer Act 1952)


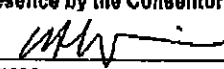
_____ of the _____ Act 

(Without prejudice to the rights and powers existing under the interest of the Consentor)

the Consentor hereby consents to:
registration of Easement Instrument for right to convey water marked "A" and "B" on DP 418105

Dated this 5th day of October 2009

Attestation

<p>SIGNED for RABOBANK NEW ZEALAND LIMITED by its Attorneys in the presence of:</p> <p> _____ Manju Datt Prasad</p>	<p>Signed in my presence by the Consentor</p> <p> _____ Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Graig Andrew Weir</p> <p>Occupation BANK OFFICER</p> <p>Address WELLINGTON</p>
	<p>Signature of Consentor</p>

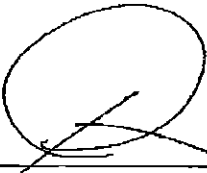
An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY


We, Michael John Davis of Wellington in New Zealand, Senior Manager, and Manju Datt Prasad of Wellington in New Zealand, Senior Manager , certify -

1. THAT by deed dated 18 April 2000 (Sup Doc 5944), Rabobank New Zealand Limited of Level 12, 80 The Terrace, Wellington appointed us its attorneys.
2. THAT we have not received notice of any event revoking the power of attorney.

SIGNED at Wellington on the 5th day of October 2009



Michael John Davis



Manju Datt Prasad

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

KILLERMONT RUN LIMITED

Grantee

OMARAMA STATION LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to Convey Water	B on LT 418105	464754	176/154 3D/1418 106/94 196/142 91/50 296/204 176/124 338/23

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 Schedule 4 Right to convey (water) and the Rights and Powers implied by clauses 10-14 (both inclusive) comprising general rights and powers implied in all classes of easements provided that the water shall be conveyed in the existing (or replacement) pipeline.

In part consideration for the grant of this easement the Grantee shall permit the Grantor (to the extent both permitted by law and under the terms of any easement to the Grantee from Her Majesty the Queen) to use the initial intake structure owned by the Grantee which is located at the point of intake for the water taken by the Grantee and subsequently conveyed through the pipeline referred to herein provided however the Grantor indemnifies the Grantee against any loss, claim damage expense or proceeding suffered or incurred at any time by the Grantee as a result of the exercise by the Grantor of this right.

The implied rights and powers are hereby ~~varied~~ ~~(negated)~~ ~~(added to)~~ or ~~(substituted)~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule--]~~

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:
[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]
[Annexure Schedule _____]

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

16 September
2008

PARTIES

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

AND

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

YEC 8511636.1 Deed of 1

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BACKGROUND

- A. The Grantee wishes to obtain the right to convey water over the area firstly described in the Second Schedule to this Deed ("the Grantor's Land").
- B. The Grantor has agreed to grant to the Grantee an easement 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)

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

"Dominant Land" means the land secondly described in the Second Schedule to the Deed.

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

"Easement Land" means the Grantor's Land.

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

"Grantee" includes the Grantee's engineers, surveyors, agents, employees, workers, invitees, licencees and contractors.

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

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

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

"Structures" includes buildings, pipes, pumps, pump sheds, pump stations, storage tanks, weirs, cables, bridges, roads, walls, frames, and fences of any kind.

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

[Handwritten signature]
[Handwritten initials: RAS, ABS]

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

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

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

2. GRANT OF EASEMENT

- 2.1 Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee an easement of a right to convey water over the Easement Land to be appurtenant to the Dominant Land for a term of 25 years, commencing on 1 September 2007 together with the following incidental rights and powers:
- 2.1.2 The right to maintain the water race and Structures on the Easement Land;
- 2.1.3 The right from time to time and at all times to enter, exit, pass and remain on, under or over the Easement Land for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without Vehicles Equipment or Machinery necessary for such purposes but subject to the limitations expressed in this Deed;
- 2.1.4 The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

3. CONSIDERATION

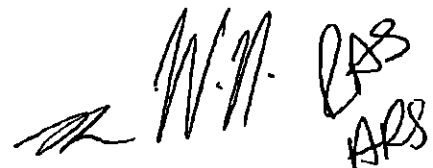
- 3.1 In consideration of the grant of easement in this Deed:
- 3.1.1 The Grantee shall pay the Grantor the sum of \$1.00 plus GST (If demanded).
- 3.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

4. REGISTRATION

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

5. OBLIGATIONS OF THE GRANTEE

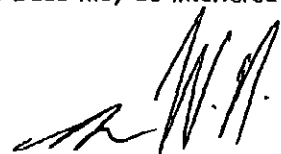
- 5.1 The Grantee shall when on the Grantor's Land:
- 5.1.1 Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;

Handwritten signatures and initials, including a signature that appears to be 'W. J.' and initials 'LBS' and 'ARS'.

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

6.0 OBLIGATIONS OF THE GRANTOR

- 6.1 The Grantor shall not do anything on the Easement Land whereby the rights, powers and liberties granted to the Grantee by this Deed may be interfered



RAS
ARS

with and in particular the Grantor shall not without the consent in writing of the Grantee (which will not be unreasonably withheld):

- 6.1.1 erect or permit the erection of any Structures on the Easement Land except as allowed in clause 6.1.3;
- 6.1.2 make any alterations or additions to any Structure on the Easement Land which affects its overall dimensions;
- 6.1.3 erect any fence of a height of more than three (3) metres on the Easement Land;

7. OWNERSHIP OF STRUCTURES

- 7.1 All Structures 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 will not for any reason become the property of the Grantor.
- 7.2 The Grantee will, on the expiry of the term granted or earlier termination of the rights created by this Deed, remove all Structures from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed.
- 7.3 If the Grantee has not taken the steps set out in clause 7.2 of this Deed within the specified time, the Grantor may remove all Structures from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

8. COSTS


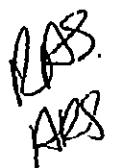
- 8.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs and expenses) in relation to the preparation and enforcement of any provisions in this Deed.
- 8.2 The Grantee shall be solely responsible for the registration (if any) of this Deed and any associated costs.
- 8.3 All costs of the construction, operation and maintenance of Structures, and the carrying out of all associated works permitted by this Deed shall be at the Grantee's cost.

9. INDEMNITY

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

10. GRANTOR'S LIABILITY EXCLUDED

- 10.1 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.

11. TERMINATION

- 11.1 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 20 Working Days or such other time agreed in writing by the parties.
- 11.2 If the breach remains unrectified after the expiry of the time provided for in clause 11.1 (or is unable to be rectified) then the Grantor may terminate immediately the rights created by this Deed by giving written notice to the Grantee.
- 11.3 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 date of termination.
- 11.4 Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

12. RESOLUTION OF DISPUTES

- 12.1 If any dispute arises between the Grantor and the Grantee concerning the rights and obligations created by this Deed, the parties will enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within 20 Working Days of the date on which the dispute was notified, that parties will submit to arbitration of an independent arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator within a further 10 Working Days the President or his nominee for the time being of the New Zealand Law Society will appoint an independent arbitrator in the area. In the event that the President of the New Zealand Law Society fails or refuses to appoint an arbitrator, either party may request the High Court to make an appointment. The appointment decision of the High Court may not be appealed. The arbitration proceedings will be conducted 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.

13 NOTICES

- 13.1 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 or facsimile number set out below or to such address or facsimile number notified by the address in writing to the other party.
 - 13.1.1 The Grantor's Address as set out in clause 1 of the First Schedule;
 - 13.1.2 The Grantee's Address as set out in clause 2 of the First Schedule.
- 13.2 All such notices are deemed to have been delivered:
 - a. if posted, three Working Days following deposit in the mail with postage prepaid; or
 - b. if delivered, when delivered by hand; or
 - c. if sent by facsimile, when a completed transmission report is received by

the sender unless a verifiable query as to material legibility is promptly raised by the recipient,

provided, however, that a notice sent or delivered on a day which is not a Working Day shall be deemed to be received at 9am on the next Working Day.

14 SEVERABILITY

14.1 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.



15 COVENANTS IMPLIED BY LAND TRANSFER ACT 1952

15.1 The rights and powers implied the Fourth Schedule to the Land Transfer Regulations 2002 are specifically excluded and replaced with those contained in this Deed.

16 NO WAIVER

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

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

 W. M.  PAS
ALS

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



William Malcolm Nalk
Manager
Crown Property Management
Land Information New Zealand
Wellington

in the presence of:

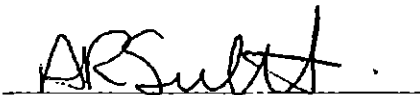


Name: Simon Lambert
Occupation: Portfolio Manager
Address: Crown Property Management
Land Information New Zealand
National Office

SIGNED on behalf of OMARAMA STATION LIMITED by

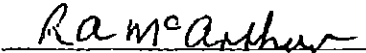


(Director)

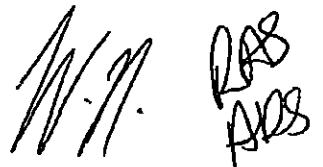


(Director)

in the presence of:



Name: R.A. McArthur
Occupation: SHEEP CHASER
Address: 3 TAYLOR PLACE
ALEXANDER




FIRST SCHEDULE

1. GRANTOR'S ADDRESS:

Land Information New Zealand
Crown Property Management
Lambton House
160 Lambton Quay
PO Box 5501
WELLINGTON
Fax Number: 04 460 0590

2. GRANTEE'S ADDRESS:

Omarama Station Limited
c/- Gallaway Cook Allan
P O Box 143
DUNEDIN


RAS
ARS

125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

SECOND SCHEDULE

1. Area marked 'A' on LT 418105.
2. Refer to the table overleaf.

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A/B

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



Digital Title Plan - LT 418105

Survey Number LT 418105
Surveyor Reference C08/127 Subtil
Surveyor Gordon Robert Clark
Survey Firm G R Clark Surveyor
Surveyor Declaration I Gordon Robert Clark, being a person entitled to practise as a licensed cadastral surveyor, certify that

(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2,
 (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
 Declared on 12/05/2009.

Survey Details

Dataset Description Easements Over Section 10 SO 372652 And Crown Land (Water Race)
Status Approved as to Survey
Land District Otago **Survey Class** Class III Cadastral Survey
Submitted Date 12/05/2009 **Survey Approval Date** 19/05/2009
Deposit Date

Territorial Authorities

Waitaki District

Comprised In

CT 464754

Created Parcels

Parcels	Parcel Intent	Area	CT Reference
Marked A Deposited Plan 418105	Easement		
Marked B Deposited Plan 418105	Easement		
Total Area		0.0000 Ha	

Schedule / Memorandum

DP 418105

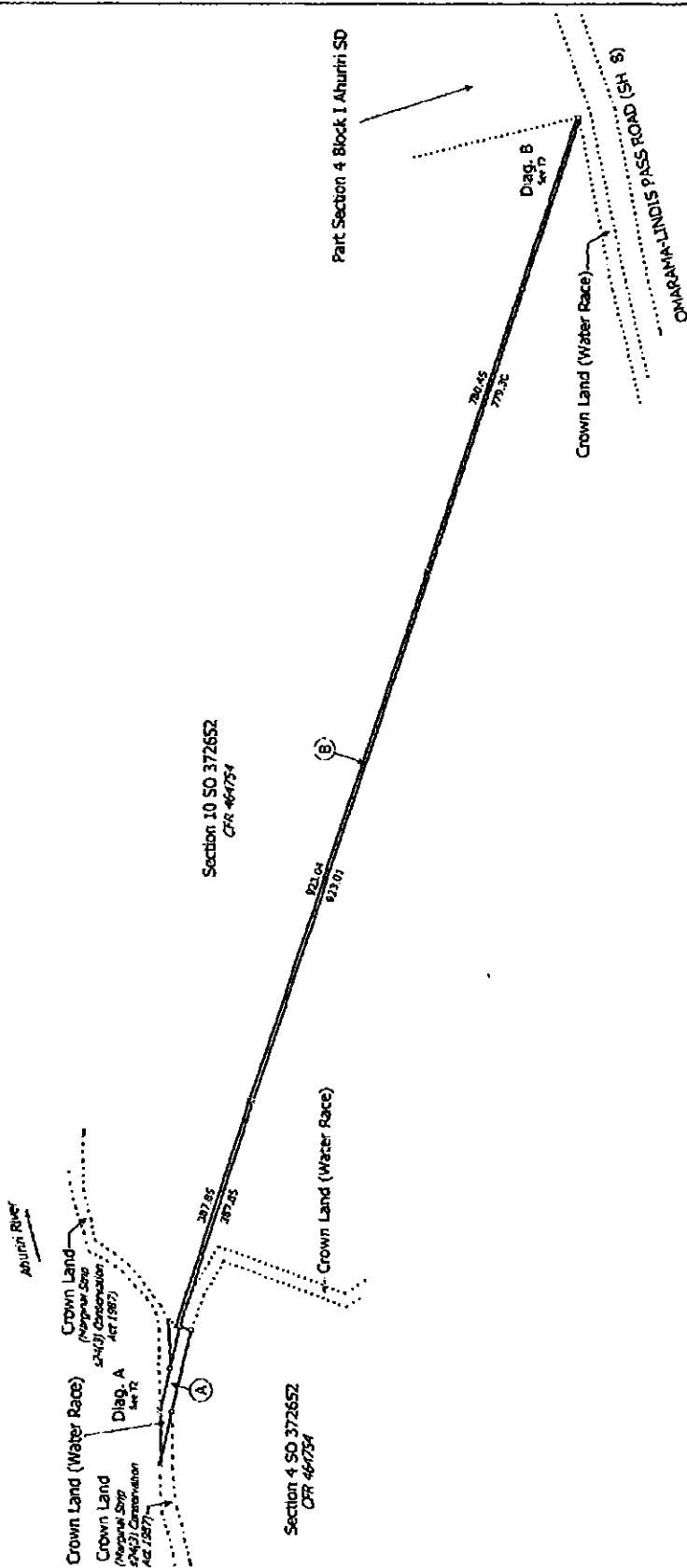
Schedule of Proposed Easements			
Purpose	Shown	Servient Tenement	Dominant Tenement
Right to convey water	A	Crown Land (Water Race)	Sec 26 Blk I Benmore SD (CFR OT196/142), Sec 1 Blk II Ahuriri SD (CFR OT106/94), Sec 2 Blk II Ahuriri SD (CFR OT91/50), Pt Secs 2-3 Blk I Benmore SD (OT296/204), Run 322B (CIR OT338/23), Pt Sec 4 Blk I Ahuriri SD and Lot 1 DP 11650 (CFR OT3D/1418), Pt Pre-emptive Right F Run 322 (CFR OT176/154), Sec 5 Blk I Benmore SD (CFR OT178/124),
	B	Section 10 SO 372652	

W.A. ^{Page 2 of 4}
 RAS
 RAS

12/05/2009 09:06am



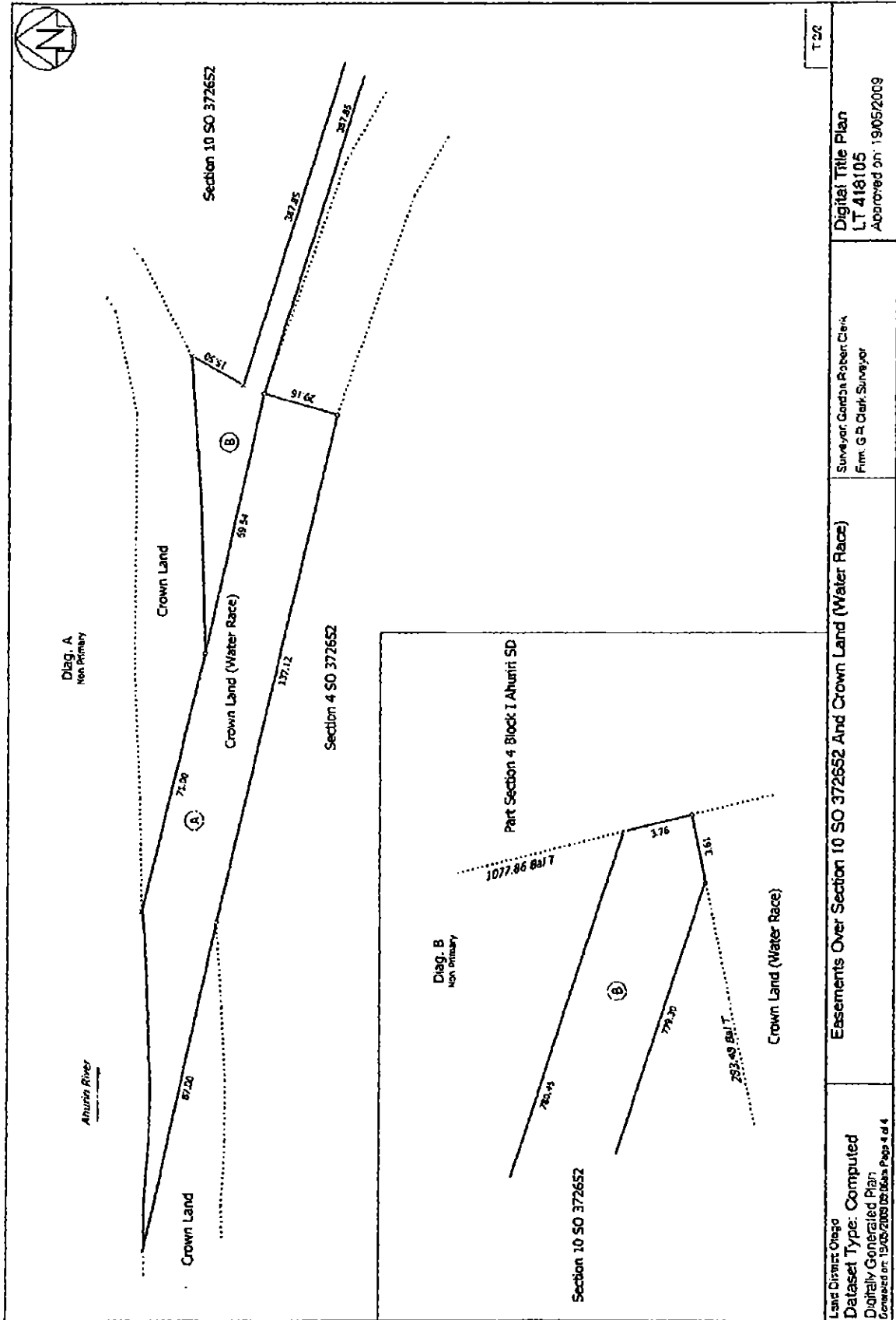
Not Primary



Land District: Otago	Easements Over Section 10 SO 372652 And Crown Land (Water Race)	T112
Dataset Type: Computed	Surveyor Gordon Robert Clark Firm: G.R. Clark Surveyors	Digital Title Plan LT 418105
Digitally Generated Plan Generated on 19/05/2009 08:05am Page 3 of 4	Approved on: 19/05/2009	

Handwritten signatures and initials:
 W.M.
 R.A.S.

19/05/2009 08:05am Page 3 of 4



Lead District: Ohio Dataset Type: Computed Digitally Generated Plan Generated on: 19/05/2009 Page 4 of 4	Essements Over Section 10 SO 372652 And Crown Land (Water Race)	Surveyor: Candan Robert Clark Firm: G.R. Clark, Surveyor	Digital Title Plan LT 418105 Approved on: 19/05/2009
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Handwritten signatures and initials, including "M.A." and "R.A.S." with a date "19/05".

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