



Land Information
New Zealand
Toitū te whenua

Crown Pastoral Land Tenure Review

Lease name : MT CREIGHTON

Lease number : PO 107

Preliminary Proposal- Part 2

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

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

May

14

Appendix 4: Form of Easement Concession to be Created

Concession number: _____

DATED _____

Between

**MINISTER OF CONSERVATION
("the Grantor")**

and

**MT CREIGHTON STATION LIMITED
("the Concessionaire")**

**EASEMENT CONCESSION
UNDER CROWN PASTORAL LAND ACT 1998**



Department of Conservation
Te Papa Atawhai

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THIS DOCUMENT is made this day of

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **MT CREIGHTON STATION LIMITED** ("the Concessionaire")

BACKGROUND

- A. The land described in Item 1 of Schedule 1 as the Servient Land is a Conservation Area or a Reserve under the management of the Grantor.
- B. The land described in Item 2 of Schedule 1 as the Dominant Land is freehold land of the Concessionaire.
- C. Sections 66 and 68 of the Crown Pastoral Land Act 1998 authorise the Grantor to grant a Concession for a Concession Activity in a Conservation Area and a Reserve under section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).
- D. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- E. The Grantor has agreed to grant the Concessionaire an Easement appurtenant to the Dominant Land over that part of the Servient Land specified as the Easement Area.

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Document, unless the context otherwise requires:

“**Background**” means the matters referred to under the heading ‘Background’ on page 2 of this Document.

“**Compensation**” means the amount specified in Item 6 of Schedule 1 and required by the Grantor under section 53 of the Crown Pastoral Land Act 1988 and section 17X of the Conservation Act 1987 for the adverse effects of the Concession Activity on the Crown’s or public’s interest in the Easement Area.

“**Concession**” means a concession as defined in section 2 of the Conservation Act 1987.

“**Concessionaire**” means the registered proprietor for the time being of the Dominant Land and includes the Concessionaire’s successors, assigns, executors, and administrators.

“**Concession Activity**” means the use of the Easement Area by the Concessionaire for purposes specified in Item 4 of Schedule 1.

“**Conservation Area**” has the same meaning as “Conservation area” in section 2 of the Conservation Act 1987.

“**Director-General**” means the Director-General of Conservation.

“**Document**” means this document and any subsequent amendments and all schedules, annexures, and plans attached to it.

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"Dominant Land" means the land specified in Item 2 of Schedule 1.

"Easement" means the Appurtenant Easement granted under this Document by the Grantor to the Concessionaire under section 17Q of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances).

"Easement Area" means that part of the Servient Land specified in Item 3 of Schedule 1.

"Reserve" has the same meaning as "reserve" in section 59A of the Reserves Act 1977.

"Servient Land" means a Conservation Area being the area more particularly described in Item 1 of Schedule 1.

"Structure" includes a bridge, a culvert, and a fence.

"Term" means the period of time specified in Item 5 of Schedule 1 during which this Document operates.

"Working Day" means the period between any one midnight and the next excluding Saturdays, Sundays and Statutory holidays in the place where the Concession Activity is being carried out.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) words in a singular number include the plural and vice versa;
- (f) words importing a gender include other genders;
- (g) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (h) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF APPURTENANT EASEMENT

2.1 In exercise of the Grantor's powers under either section 66 or section 68 of the Crown Pastoral Land Act 1998 (whichever is relevant in the circumstances) the Grantor **GRANTS** to the Concessionaire an **EASEMENT APPURTENANT** to the Dominant Land under either section 17Q(1) of the Conservation Act 1987 or section 59A of the Reserves Act 1977 (whichever is relevant in the circumstances) to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 5 of Schedule 1.

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4.0 COMPENSATION

- 4.1 The Concessionaire must pay to the Grantor in the manner specified by the Grantor the Compensation specified in Item 6 of Schedule 1.

5.0 OTHER CHARGES

- 5.1 In addition to Compensation, the Concessionaire must pay all rates, levies, taxes, duties, assessments, charges, and other outgoings which may be charged, levied, or reasonably assessed, or which may become payable in relation to the Easement Area and which are attributable to the Concessionaire's use of or activity on the Easement Area.

6.0 CONCESSION ACTIVITY

- 6.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.

7.0 COMPLIANCE

- 7.1 The Concessionaire will comply where relevant:
- (a) with the provisions of any conservation management strategy or conservation management plan under Part IIIA of the Conservation Act 1987 together with any amendment or review of any strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
 - (b) with the Conservation Act 1987, the Reserves Act 1977, the Resource Management Act 1991 and the Health and Safety in Employment Act 1992 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

8.0 CONCESSIONAIRE'S STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 8.1 The Concessionaire must not erect or bring on to the Easement Area any Structure, install any facility, or alter the Land in any way without the prior written consent of the Grantor.
- 8.2 The Concessionaire must keep and maintain any Structures, and facilities on and alterations to the Easement Area in good repair.
- 8.3 On expiry or early termination of this Document either as to the whole or any part of the Easement Area, the Concessionaire will not be entitled to compensation for any improvements and any Structure or facilities remaining on the Easement Area are to become the property of the Grantor.
- 8.4 If requested by the Grantor, the Concessionaire must, within such time as the Grantor determines, remove all Structures, facilities or other improvements erected or installed by the Concessionaire and make good at the Concessionaire's own expense all damage done by the removal and must leave the Easement Area in a clean and tidy condition to the satisfaction of the Grantor.

9.0 PROTECTION OF THE ENVIRONMENT

- 9.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:
- (a) interfere with, remove, damage, or endanger the natural features, indigenous animals and plants, or historic resources on the Easement Area; or
 - (b) bring any plants, or animals (except those stipulated in Item 4 of Schedule 1) on to the Easement Area; or

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- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where they may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area; or
- (f) top-dress, burn, sow seed, or carry out earthworks (including tracking, drainage or ditching) on the Easement Area; or
- (g) disturb or allow stock to disturb any stream or watercourse on the Easement Area; or
- (h) light any fire on the Easement Area.

9.2 The Concessionaire, must at the Concessionaire's expense:

- (a) if required by the Grantor take all steps necessary to control any pest, insect, or rodent infestation occurring on or emanating from the Easement Area or any Structure or facility on the Easement Area;
- (b) comply strictly with the provisions of the Biosecurity Act 1993.

9.3 The Concessionaire must ensure that the Concessionaire's employees, agents, contractors, licensees and invitees comply with the obligations imposed on the Concessionaire under clause 9

9.4 The Concessionaire may bring firearms on to the Easement Area for use in connection with the Concession Activity and pest control operations.

9.5 The Concessionaire may for purposes of the Concession Activity take onto or use vehicles on the Easement Area on existing formed access tracks only.

10. TEMPORARY SUSPENSION

10.1 The Grantor may, at any time in exercise of the Grantor's powers, close all or part of the Easement Area for such period as she/he considers necessary.

11.0 TERMINATION

11.1 The Grantor may terminate this Document by notice in writing to the Concessionaire if:

- (a) the Concessionaire breaches any terms of this Document; and
- (b) the Grantor has notified the Concessionaire in writing of the breach; and
- (c) the Concessionaire does not rectify the breach within 28 days of receiving notification.

11.2 Immediately on termination the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

12.0 INDEMNITIES AND INSURANCE

12.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, licensees or invitees or otherwise caused as a result of its use of the Easement Area or the Concessionaire's carrying out of the Concession Activity on the Easement Area.

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- 12.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.
- 12.3 Without prejudice to or in any way limiting its liability under clause 12.1 the Concessionaire must take out and keep in force during the Term if required by the Grantor:
- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 7 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 8 of Schedule 1; and
 - (b) statutory liability insurance for the amount specified in Item 9 of Schedule 1; and
 - (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 10 of Schedule 1.
- 12.4 With respect to clause 12.3 the Concessionaire must before commencing the Concession Activity and on each renewal of insurance, provide the Grantor with certificates of insurance issued by the Concessionaire's insurer confirming the nature, amount and duration of cover.

13.0 ASSIGNMENT

- 13.1 The Concessionaire is not to transfer, sublicense, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may, in the Grantor's discretion, decline to grant consent under this clause.
- 13.2 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, sublicensee, or assignee a covenant to be bound by the terms and conditions of this Document unless the Grantor otherwise provides in writing.
- 13.3 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 13.4 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

14.0 DISPUTE RESOLUTION AND ARBITRATION

- 14.1 If any dispute arises between the parties in connection with this Document, the parties must, without prejudice to any other rights they have under this Document, attempt to resolve the dispute by negotiation or other informal dispute resolution techniques agreed by the parties.
- 14.2 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 the Disputes Tribunal, where relevant, or to mediation with a mediator agreed between the parties.
- 14.3 If the parties do not agree on a mediator, the President of the local branch of the New Zealand Law Society in the region in which the Easement Area is situated is to appoint the mediator.

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- 14.4 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 of the Arbitration Act 1996 will apply.
- 14.5 Notwithstanding any provision to the contrary in the Arbitration Act 1996, if the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the local branch of the New Zealand Law Society in the region in which the Easement Area is located is to appoint the arbitrator. The arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 14.6 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 14.7 The parties agree that the results of any arbitration are to be binding on the parties.

15.0 NOTICES

- 15.1 Any notice to be given under this Document 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 Item 11 of Schedule 1.
- 15.2 A notice given in accordance with clause 15.1 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 Working Day on which it is dispatched or, if dispatched after 5.00pm on a Working Day, or if dispatched on a non-working day, on the next Working Day after the date of dispatch.

16.0 RELATIONSHIP OF PARTIES

- 16.1 Nothing expressed or implied in this Document shall be construed as:
- (a) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
 - (b) preventing the Grantor from granting similar concessions to other persons;
 - (c) derogating from the rights of the Grantor and the public to have access across the Easement Area.

17.0 SPECIAL CONDITIONS

- 17.1 Special conditions relating to this Document are set out in Schedule 2.
- 17.2 The standard conditions contained in this Document must be read subject to any special conditions.

Signed by :

for and on behalf of
the Minister of Conservation
pursuant to a written delegation (or designation as the case may be)
in the presence of :

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Witness:
Occupation:
Address:

Signed by :

as Concessionaire
in the presence of :

Witness :
Occupation :
Address :

SCHEDULE 1

1. **Servient Land:** Proposed Conservation Land identified in the tenure review Designations Plan as "CA".
(see definition of Servient Land in clause 1.1)
2. **Dominant Land:** Proposed freehold land identified in the tenure review Designations Plan as "FH". (see definition of Dominant Land in clause 1.1)
3. **Easement Area:** Shown as blue dashed line and labelled as "e-f-g-h", "g-l" and "f-m" on the Designations Plan being 20m wide.
4. **Concession Activity:**
Access for activities associated with farm management use. (see definition of Concession Activity in clause 1.1.)
5. **Term:** This concession is for 200 years. (see clause 3.1)
6. **Compensation:** A one-off fee has (in effect) been accounted for on behalf of the Grantor as part of the substantive proposal put by the Commissioner of Crown Lands and accepted by the Concessionaire on [date] and for which an approved plan has been registered pursuant to section 65 of the Crown Pastoral Land Act 1998. (see clause 4.1)
7. **Public Liability General Indemnity Cover:** (see clause 12.3)
for \$200,000.00
8. **Public Liability Forest & Rural Fire Act Extension:** (see clause 12.3)
for \$1,000,000.00
9. **Statutory Liability Insurance** (see clause 12.3)
for \$20,000.00
10. **Other Types of Insurance:** (see clauses 12.3)
for \$ NA
11. **Address for Notices (including facsimile number):** (see clause 15)
 - (a) Grantor: C/- PO Box 5244, Dunedin.
Fax (03) 4778 626
 - (b) Concessionaire: Mount Creighton Station Limited
c/- Kensington Swan,
Level 9,
89 The Terrace,
Wellington.

Fax 04 472 2291

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SCHEDULE 2

Special Conditions

1. The Concessionaire must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.
2. Stock must be actively driven through the Easement Areas and not left to drift through on their own.
3. No stock will be left to depasture in the Easement Areas.
4. Vehicles may only be used on the Easement Area on formed vehicle tracks and no new tracks may be formed.
5. The Concessionaire may use the Easement Area for access by vehicle, horse, foot, driven stock and dog, except for over that part of the Easement Area marked as "f-g" where foot and dog access only is permitted.
6. In relation to items 7, 8, 9 and 10 in Schedule 1, the Grantor may every three years give the Concessionaire 3 months notice of an intention to alter the amounts of insurance required as set out therein and required by clause 12 and following. On receiving such notice the Concessionaire must within 3 months take out and keep current policies for insurance for amounts not less than the sums specified in that notice.
7. This easement will terminate if the two parts of the Land identified as "FH" in the designations plan served by this concession are under different ownership.

Appendix 5: Unregistered Easement to be Continued

PRY- C60-12459-SLM-P0107-2/04

GRANT OF EASEMENT (Pursuant to Section 60 Land Act 1948) dated 18 October 2012

PARTIES

1. **THE COMMISSIONER OF CROWN LANDS**
at Wellington ("the Grantor").
- AND
2. **National Institute of Water and Atmospheric Research New Zealand (NIWA)**
("the Grantee").

BACKGROUND

- A. The Grantor has agreed to grant to the Grantee a climate monitoring easement in gross for ingress and egress for the purpose of the establishment and future maintenance of an automatic climate station over the Grantor's Land (as set out in the First Schedule) on the terms and conditions set out in this Deed.

TERMS OF THIS DEED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed (including Schedules)

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

"Commencement Date" means the date of this Grant of Easement.

"Equipment" includes cables, lines, wires, cranes, drilling rigs, vehicles, plant, tools and machinery and all material and items required for the purpose of exercising any of the rights granted by this Deed.

"Easement Land" means that area of the Grantor's land:

- described on the plan attached in the Second Schedule being the area specifically shown as the 'Proposed Climate Station Location'.
- upon which the Mt Larkin Automatic Climate Station is to be situated

"Automatic Climate Station" means:

Lattice mast supporting monitoring instruments and satellite communications antenna, housings for battery and logging/telemetry equipment, solar panels, rain gauge and snow pillow array of approximately 3 X 3 metres.

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees, contractors and any lessee or tenant of the Grantee.

"Grantor's Land" means the Grantor's land set out in the First Schedule.

"Lessee" means Mount Creighton Station Limited (being the lessee of Mt Creighton Pastoral Lease).

"Pastoral Lease" means P.107 (recorded in Computer Interest Register OT386/52) being the lease registered against the Land at the time of execution of this Deed (if

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18/10/12

any) and includes any lease granted in renewal, substitution or subsequent to that Lease.

"Signals" includes signals, waves and impulses, light waves and telecommunications.

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

"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.

"Vehicles" includes four wheel drives, motorbikes, cars and trucks, tractors, trailers, graders, pile drivers, drilling rigs, cranes, helicopters, aircraft, excavation and earthmoving equipment, 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 the locality in which the Grantor's Land is situated.

"Works" means the Mt Larkin Automatic Climate Station and includes all or any part of any cables, wires, earthwires, conductors, other apparatus used or intended to be used for the passive recording of climate data, towers, poles, insulators, foundations, and other structures, fixtures, equipment and protective fencing which the Grantee considers necessary or expedient for the support or protection of the Works or to assist in the efficient and proper use of the Works

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 substituted 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 a climate monitoring easement in gross for the term of 30 years from the Commencement Date. The easement may be exercised from time to time and at all times and includes (without limitation) the right to operate an automatic climate station and the following ancillary rights:

- (a) To Ingress and egress the Easement Land to build, construct, install, lay, remove, inspect, use, operate, repair, maintain, renew, alter, replace, upgrade, add to and modify the Works or any part of the Works on the Easement Land.
- (b) To Ingress and egress the Easement Land to use the Works on, or over, the Easement Land to passively record climate data and transmit data via satellite communications.
- (c) To undertake all tests, inspections, investigations and surveys necessary for the Grantee to exercise its rights under this Deed;

Handwritten signature/initials

- (d) To enter the Easement Land by using helicopters with helicopter land restricted to the prominent bench at the head of Wire Creek Catchment shown marked on the plan attached in the Fourth Schedule. Access may be with or without personnel authorised by the Grantee, machinery or Equipment for the purposes of exercising the Grantee's rights under this Deed (subject to the Grantee complying with the Grantor's and the Lessee's reasonable conditions as to access).
- (e) To clear and keep the Easement Land clear of trees, shrubs, vegetation, structures, soil, earth, gravel and stone, and to keep the Grantor's Land clear of any structure or vegetation which is, or is likely, in the sole opinion of the Grantee to be a danger or hazard to the safety or operation of the Works; and
- (f) To open up the soil of the Easement Land and excavate or remove timber, vegetation, soil, earth, gravel and stone from the Easement Land to the extent necessary for the Grantee to exercise its rights under this Deed.

3 OWNERSHIP OF STRUCTURES

- 3.1 All structures and works placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land and will not for any reason become the property of the Grantor.
- 3.2 The Grantee will, unless a further easement is granted, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all structures and Works from the Easement Land within one month and will restore the Grantor's Land as close as reasonably possible to the condition that it was in at the commencement of this Deed.
- 3.3 If the Grantee has not taken the steps set out in Clause 3.2 of this Deed within the specified time, the grantor may remove all structures and Works from the Easement Land and restore the Grantor's Land as close as reasonably possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

4. CONSIDERATION

- 4.1 In consideration for the grant of easement in this deed:
 - 4.1.1 The Grantee shall pay the Grantor a lump sum payment of \$500.00 plus GST (if any);
 - 4.1.2 The Grantee shall observe the obligations imposed on it under this Deed.

5. REGISTRATION

- 5.1 This deed or a transfer instrument incorporating the terms of the deed may be registered and both parties will do all things necessary to enable registration.

6. PAYMENT OF COMPENSATION TO LESSEES

- 6.1 The Grantee has entered into an agreement with the Lessee (attached as the Third Schedule).. In that agreement the Lessee:

- (a) Consents to the registration of the deed for the purposes of Section 60 of the Land Act 1948; and
- (b) Pursuant to Section 60(1) of the Land Act 1948 waives any right to compensation from the Grantor in respect of the easement granted pursuant to this Deed.

7. OBLIGATIONS OF THE GRANTEE

- 7.1 The Grantee shall when entering onto the Grantor's Land and using the Easement Land and using any specified access routes (as set out in to Clause 2.1(d) of this Deed) and:
- 7.1.1 Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical danger or disease), and in particular shall comply with all conditions that may be imposed from time to time by any lawful authority.
 - 7.1.2 Ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored 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. If as a result of the activities permitted by clause 2 of this Deed damage is caused to stock on the Grantors land, reasonable compensation will be paid.
 - 7.1.3 The Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable notice EXCEPT in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee (if any).
 - 7.1.4 The Grantee shall, at its cost, restore to the reasonable satisfaction of the Grantor any part of the Grantor's Land, which it damages directly or indirectly by the Grantee.
- 7.2 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor or the Lessee, or any agents, employees and contractors of the Grantor or the Lessee, in its normal or reasonable use of the Grantor's Land.
- 7.3 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 or the Lessee to use the Grantor's Land.
- 7.4 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorizations as are necessary for the Grantee to conduct the activities permitted by this Deed.
- 7.5 The Grantee shall keep the Easement Land clear of noxious weeds.
- 7.6 The Grantee shall prevent the Works from becoming a danger or a nuisance.

11. HEALTH AND SAFETY

- 11.1 The Grantee will comply with all obligations imposed on the Grantee at law as the person in charge of a place of work and will be responsible for the health and safety of any person who enters on the Easement Land at the request of the Grantee.
- 11.2 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 on the Grantor's Land.

12. COSTS

- 12.1 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.
- 12.2 The Grantee shall be solely responsible for registration (if any) of this Deed and any associated costs.
- 12.3 All costs of the construction, operation and maintenance of structures, fixtures and the works, and the carrying out of all associated works permitted by this Deed shall be at the Grantee's costs.

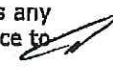
13. INDEMNITY

- 13.1 The Grantee indemnifies the Grantor and the Lessee against physical damage to the Easement Land or anything located on the Easement Land and any damage to a third party for which a claim is brought against the Grantor or the Lessee where that damage is caused by any act or omission of the Grantee not permitted by this Deed or any negligent act or omission of the Grantee.
- 13.2 The Grantee indemnifies the Grantor or Lessee against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor or Lessee 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 provided however that the Grantee's liability for each claim under this clause shall be limited to a maximum sum of \$1,000,000.00.

14. GRANTOR'S LIABILITY EXCLUDED

- 14.1 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 Grantee on the Grantor's Land, whether the expense, cost, loss, injury or damage is the direct or indirect result of negligence or otherwise.

15. TERMINATION

- 15.1 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.

15.2 If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.

15.3 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 3.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.

15.4 Upon termination the Grantee shall formerly surrender the rights under this Deed and surrender the grant of easement.

15.5 The Grantee will surrender this Deed when it no longer requires the Easement land or access routes for those purposes set out in clause 2 of this Deed.

16. DISPUTE RESOLUTION

16.1 If any party requires the resolution of a dispute between them regarding their rights or obligations under this deed, then:

(a) The procedure as set out in Section 17 of the Land Act 1948 shall be followed if that section can be applied; or

(b) If Section 17 of the Land Act 1948 cannot be applied to the dispute then the dispute shall be referred by arbitration under the Arbitration Act 1996 by an arbitrator agreed to by the parties, and failing agreement appointed by the then President of the New Zealand Law Society or its successor body.

17. BINDING ON SUCCESSORS

17.1 This Deed will be binding on and enure for the benefit of the executors, administrators, successors and assigns of both parties.

18. FURTHER ASSURANCES

18.1 Each of the parties agrees to execute and deliver any documents and to do all acts and things as may reasonably be required by the other party or parties to obtain the full benefit of this Deed according to its true intent.

19. COMPLIANCE WITH LAWS

19.1 Both parties will at all times comply with all relevant statutes, bylaws, regulations and other lawful requirements relating to this Deed, the Land and the Works and with all licences, notices, orders, consents, requisitions, conditions or requirements which may be given or required by any competent authority.

20. GRANTEE'S RIGHTS, POWERS AND REMEDIES NOT AFFECTED

20.1 Any rights, powers and remedies which the Grantee may have under any statute, regulation, standard, code of practice or otherwise at law are not limited or affected by this Deed.

21. SEVERABILITY

- 21.1 If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed.

22. GOVERNING LAW

- 22.1 This Deed shall be governed by and construed in accordance with New Zealand law.

23. NO WAIVER

- 23.1 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.
- 23.2 A failure, delay or indulgence by any party in exercising any power or right shall not operate as a waiver of that power or right. A single exercise or partial exercise or any power or right shall not preclude further exercises or that power or right or the exercise of any other power or right.

24. NOTICES

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

24.1.1 The Grantor's address as set out in Clause 2 of the First Schedule.

24.1.2 The Grantee's address as set out in Clause 3 of the First Schedule.

- 24.2 All such notices are deemed to have been delivered:

- (a) If posted, three (3) 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.


25. COVENANTS IMPLIED BY LAND TRANSFER ACT 1952

- 25.1 The rights and powers outlined in the Fourth Schedule to the Land Transfer Regulations 2002 are specifically excluded and replaced with those included in this Deed.

26 DISPOSAL OF FEE SIMPLE

- 26.1 If the Grantor for any reason transfers ownership of a fee simple estate in the Grantor's Land including the Easement Land to any person who is not the Crown, the Grantor will at the Grantee's cost register an easement on the title/Computer Register on similar terms to this easement but with necessary modifications including the exclusion of those clauses applying specifically to the Crown. The Grantor will also accept a surrender of this Deed. The new easement and the surrender of this Deed will take effect at the same time with the effect that the transferee of the fee simple estate will take title subject to the new easement.

27 GRANTORS RIGHTS OF DELEGATION

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

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 by
section 41 of the State Sector Act 1988.
Murray Robert Mackinnon
in the presence of:

Name: *Jeremy Severinsen*
Occupation: *Portfolio Manager*
Address: *112 Tuan St, Christchurch.*

SIGNED on behalf of National Institute of Water and Atmospheric Research Limited by
Authorised Officer

Signed by:

Barry T.F. Biggs
Name of Director

Signed by:

C. Howard-Williams
Name of Director

FIRST SCHEDULE

1. GRANTOR'S LAND

Runs 11, 12A, 346A, Part Run 706, Sections 1, 2 & 3 Block XIV, Part Section 4 Block VI, Part Section 2 & Section 36 Block XIII, Section 25 Block VII, Section 60 & 61 Block IV, Section 1 & 3 Block XII and Section 31 Block V Mid Wakatipu Survey District, Section 5 Block X Glenorchy Survey District, Section 1 & 2 SO 23732, Section 1 & 2 SO 23504 in the Otago Land District.

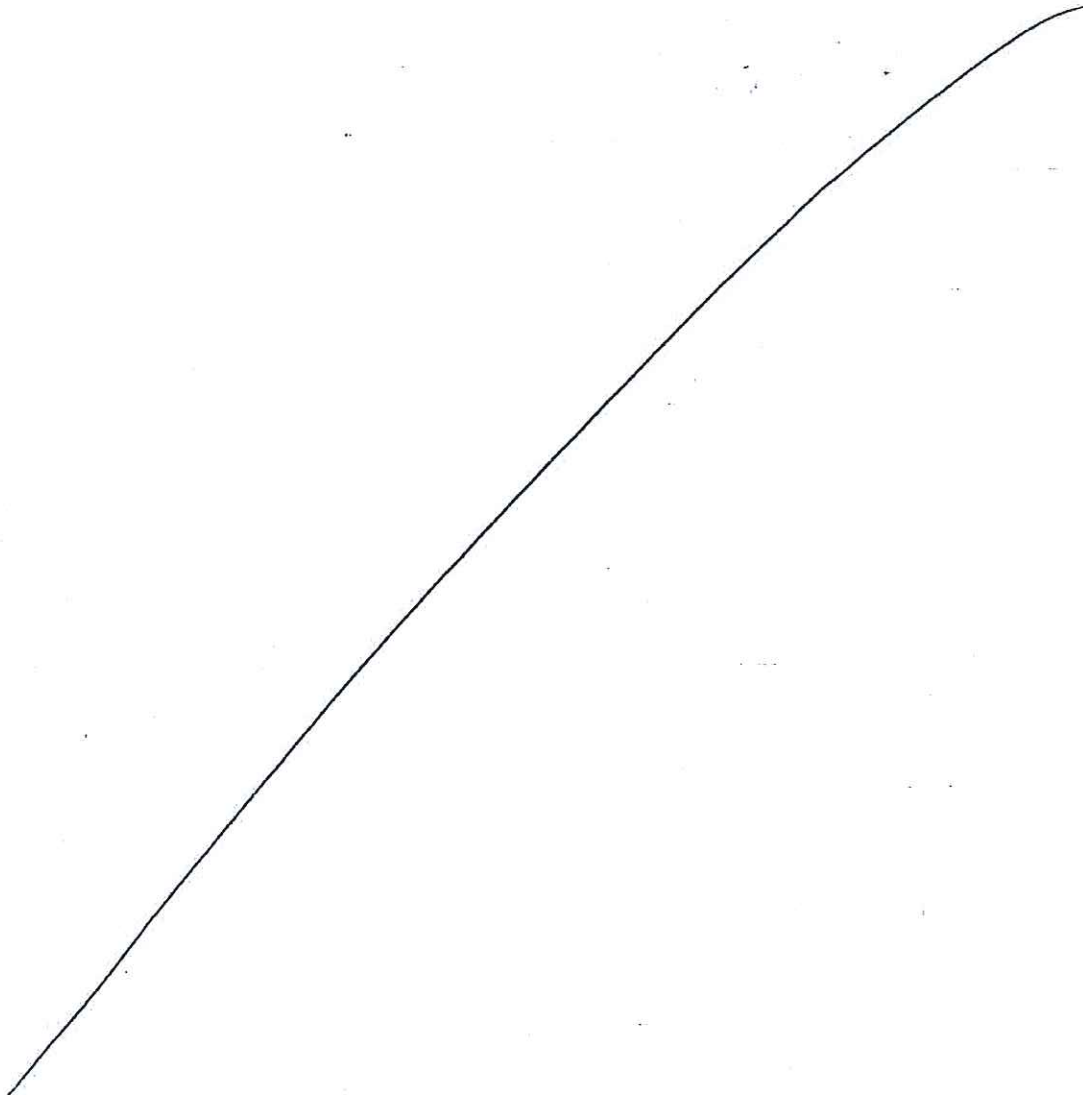
2. GRANTOR'S ADDRESS

LINZ Pastoral Unit
Land Information New Zealand
Crown Property Management
Private Bag 4721
CHRISTCHURCH 8140

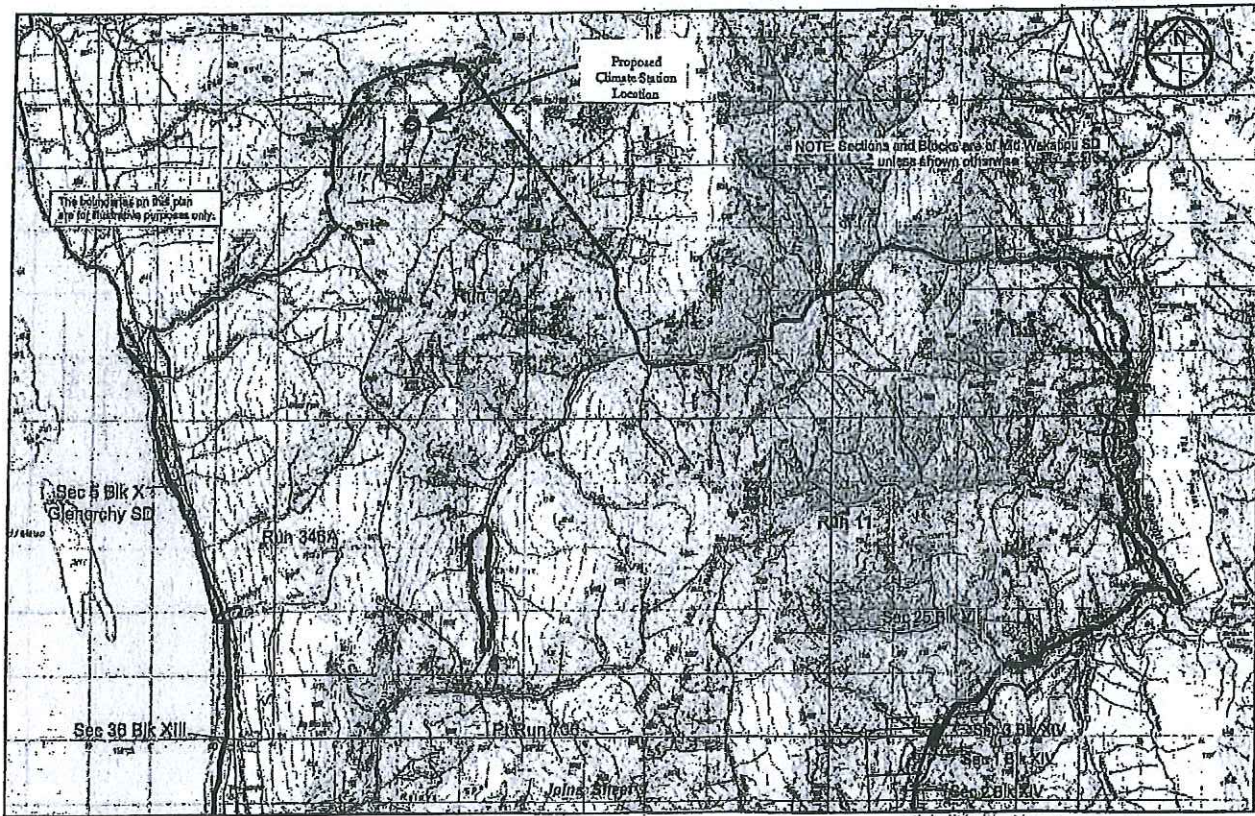
3. GRANTEE'S ADDRESS

National Institute of Water and Atmospheric Research Limited
Gate 10 Silverdale Road
Hillcrest, Hamilton 3216
PO Box 11115
HAMILTON

**SECOND SCHEDULE
PLAN OF EASEMENT LAND**



[Handwritten signature]



Certified a true copy of the original status check plan.

Land Status Plan for
Mt Creighton

Scale 1:50000 (@ A3)
0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 meters

Version	1	2	3	4	5
Geog Land District					
NZTopo50 map + CB10/11, CC10/11					
Sheet 2 of 2					
Date: 30/11/09					

Handwritten signature/initials

THIRD SCHEDULE
COPY OF AGREEMENT BETWEEN GRANTEE AND LESSEE

[A large, faint, curved line, possibly a signature or a redaction mark, spans diagonally across the page.]

[Handwritten signature/initials]

**CONSENT OF MOUNT CREIGHTON STATION LIMITED
TO DEED OF GRANT OF EASEMENT AND WAIVER OF
RIGHT TO COMPENSATION PURSUANT TO
SECTION 60 OF THE LAND ACT 1948**

MOUNT CREIGHTON STATION LIMITED hereby consents to the registration of the attached Deed of Grant of Easement for the purposes of Section 60 of the Land Act 1948 and hereby waives any right to compensation arising from the grant by the Grantor of the within Easement.

**EXECUTED by
MOUNT CREIGHTON STATION LIMITED by:**



Signature of Director

STEPHEN B. FISHER

Name of Director



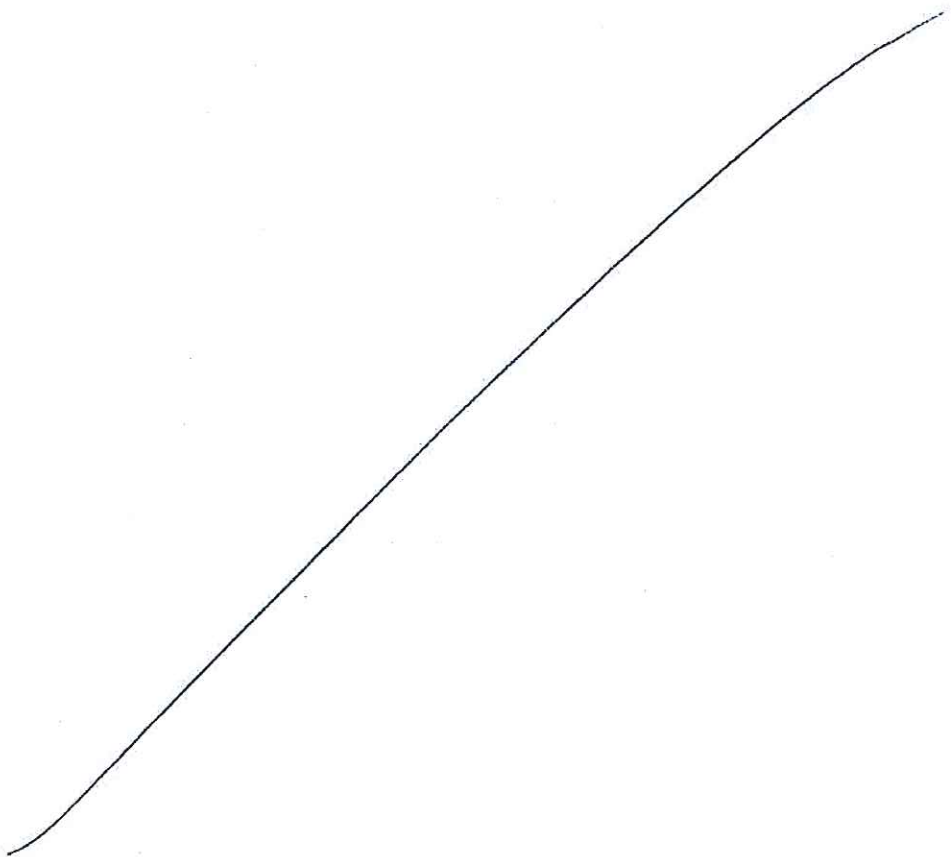
Signature of Director

WILLIAM E. L. SMITH

Name of Director

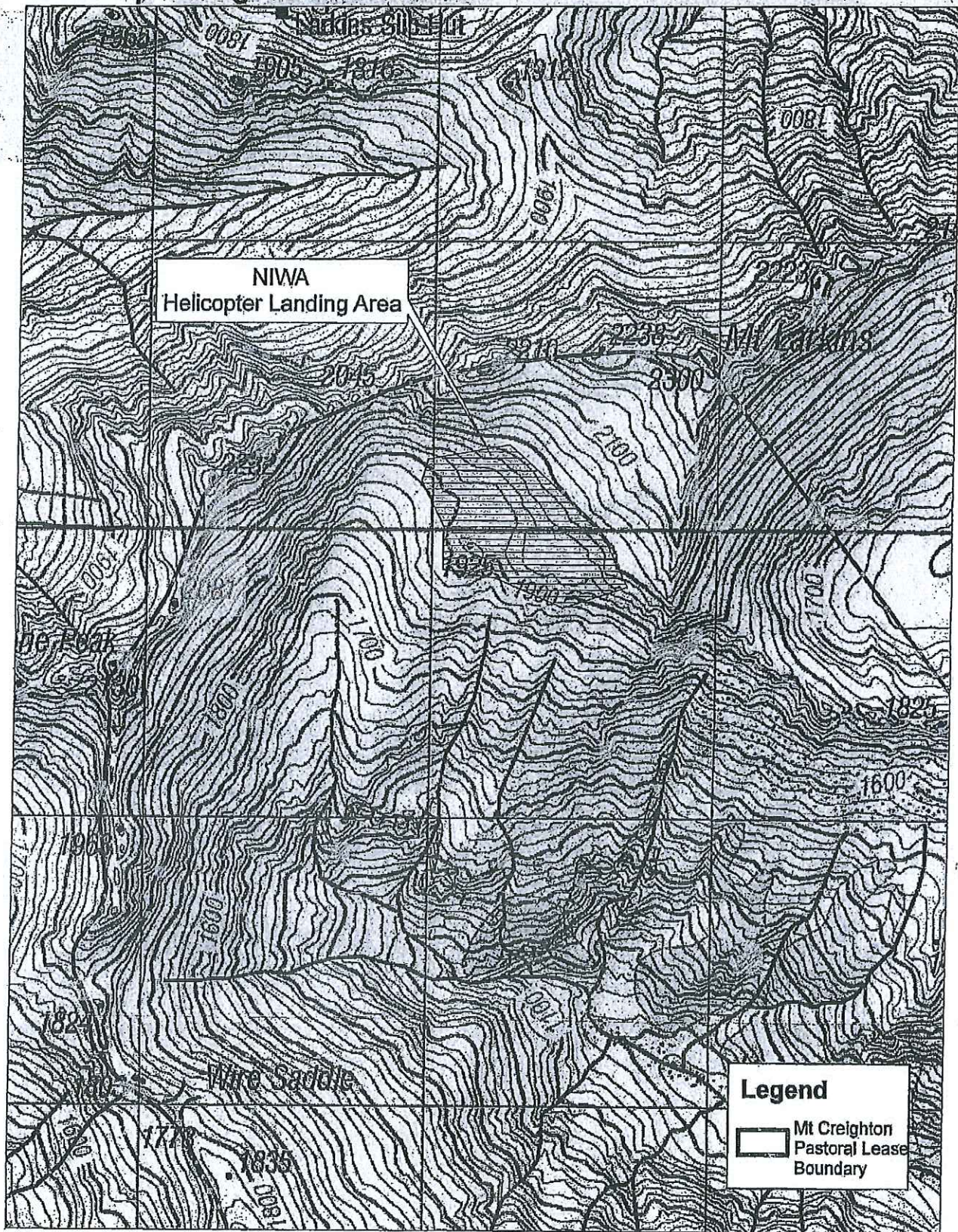


FOURTH SCHEDULE
PLAN OF HELICOPTER LANDING AREA



W.B.
CH

Helicopter Landing Area Mt. Creighton Pastoral Lease NIWA Operating Easement



NZGD 2000 New Zealand Transverse Mercator

0 0.1 0.2 0.3 0.4 0.5 km

Printed 17 July 2012 by Jseverinsen. This map is provided for informational purposes only. Pastoral lease areas are indicative only. Any person wishing to rely on this map should consult the primary data source to ascertain the suitability and reliability of the information.

New Zealand Government

[Handwritten signature]