

## **Crown Pastoral Land Tenure Review**

**Lease name : RIBBONWOOD**

**Lease number : PO 247**

## **Substantive Proposal Part 3**

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

**June**

**14**

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  
CHRISTCHURCH

**Appendix 6: Copy of easement 5063419.1 to continue in force**

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VEC 5963119.1 DEED OF EASEMENT  
CPY-01/01-PGS-010.25/07/01-12:56

TELECOM.750/1



DocID: 110229812

HER MAJESTY THE QUEEN

and

TELECOM NEW ZEALAND LIMITED

---

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

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McVEAGH FLEMING  
SOLICITORS  
AUCKLAND

0127903.01

15/05/2000  
RIBBONWOOD

**DEED OF EASEMENT**  
(General easement)

Date: 12th July 2000

**PARTIES**

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

**BACKGROUND**

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

**BY THIS DEED IT IS AGREED AND DECLARED as follows:**

**1.1 DEFINITIONS**

In this deed,

"Commencement Date" means the date first written above;

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

*R* "Easement Land" means the areas of the Grantor's Land <sup>referred to in clauses 2.1.1 and 2.1.2</sup> ~~delimited on the annexed plans setting out the location of the Lines and Works on the Grantor's Land~~ being the areas within which the Grantee may exercise the rights granted by this Deed;

"Grantee" includes the Grantee's servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the Grantee, but only where (in any case) the Grantee has allowed such person or persons to use the rights conferred by this Deed;

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

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

*Bob* *CS*

*L*

"Line" means a wire, cable or a conductor of any kind (including fibre optic cable) used or intended to be used for Telecommunication and includes any pole, mast, transmitter, receiver, amplifier, machinery, insulator, casing, fixture, tunnel or other equipment or material used or intended to be used for supporting any such wire, cable or conductor or relating to Telecommunication, and includes any part of a Line, and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"Pastoral Lease" means pastoral lease no P 247 recorded in the Register Book as Volume A2 Folio 1131 (Otago Land District) and as is more particularly delineated in the plan drawn thereon;

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

"Works" includes a Line and any instrument, tower, mast, radio apparatus comprising transmitters or receivers or a combination of both, furniture, plant, office, building, machinery, engine, excavation, or work of whatever description used for the purpose of or in relation to or in any way connected with Telecommunication and includes "existing works" as defined in the Telecommunications Act 1987 and its amendments.

## 1.2 Construction

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

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

## 2. GRANT OF RIGHTS

- 2.1 The Grantor hereby grants to the Grantee, for a term of sixty (60) years commencing on the Commencement Date and (subject to clause 12) expiring on the day prior to the sixtieth anniversary of the Commencement Date, pursuant to section 60 of the Land Act 1948, the following easements in gross:

- 2.1.1 the right to construct, install and maintain Works on that part of the Easement Land marked "A" on Survey Office Plan SO24825 and to use the Works for the purposes of Telecommunication without interruption or impediment;
- 2.1.2 the right to lay and maintain Lines in and under the soil of those parts of the Easement Land marked "B" and "C" on Survey Office Plan SO24825 or as the case may be on and over the aforesaid parts of the Easement Land and to use such Lines for the purposes of Telecommunication without interruption or impediment;
- 2.1.3 the right for the Grantee to enter upon, go, pass and repass by vehicle, air or foot over the Easement Land (and such part of the Grantor's Land immediately adjoining the Easement Land as may reasonably be necessary to exercise the rights in this clause, provided that the Lessee's consent is first obtained) with or without vehicles, laden or unladen and with materials, machinery and implements from time to time and at all times and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or altering and renewing any Lines or Works or any part thereof and of opening up the soil of the Easement Land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Grantor's Land.

### 3 CONSIDERATION

- 3.1 In consideration of the grant of easements in this Deed:
- 3.1.1 the Grantee has paid the Grantor the sum of \$500.00 plus GST (receipt of which is acknowledged by the Grantor), and
- 3.1.2 the Grantee shall duly observe the obligations imposed on it under this Deed.

### 4 PAYMENT OF COMPENSATION TO LESSEES

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

### 5 OBLIGATIONS OF THE GRANTEE

- 5.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:
- 5.1.1 The Grantee shall when on the Easement Land:

- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;

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

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

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

R

AW CES



## 6 OBLIGATIONS OF THE GRANTOR

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

## 7 ACCESS TRACK

- 7.1 The Grantee shall maintain at its own expense the existing access track over that part of the Easement Land which is shown as a metalled drive on Survey Office Plan SO24825 to a standard sufficient for use by four wheel drive vehicles, save when the track is impassable by reason of snowfall.

## 8 OWNERSHIP OF LINES AND WORKS

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

## 9 COSTS

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

**10 INDEMNITY**

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

**11. GRANTOR'S LIABILITY EXCLUDED**

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

**12 TERMINATION**

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

**13 REGISTRATION**

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

**14 DELEGATION**

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

**15 DISPUTES**

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

be a submission to arbitration PROVIDED THAT this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

16 NOTICES

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

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

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

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

17 SEVERABILITY

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

18 TELECOMMUNICATIONS ACT

18.1 Nothing in this Deed shall be construed to limit, remove, alter or restrict any rights, powers, remedies or actions which the Grantee may have under the Telecommunications Act 1987 or any statutory amendment or re-enactment thereof.

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

ROBERT WILLIAM LYSAGHT  
SIGNED by the Commissioner of  
~~Crown Lands DAVID JOSEPH~~  
GULLEN pursuant to the Land Act  
1948 in the presence of:

*R.W. Lysaght*

PURSUANT TO A DELEGATION  
FROM THE COMMISSIONER  
OF CROWN LANDS

*in the presence of:*

*M. Todd*

MICHAEL JOHN TODD  
PORTFOLIO MANAGER  
CROWN PROPERTY MANAGEMENT  
C/- LINZ, CHRISTCHURCH

*CS*  
*CS*  
RIBBONWOOD

SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED  
on the 17th day of May 2000 by two of its Attorneys:  
and

Tina Ming-Wong  
Environmental Manager  
Wellington

Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

  
Signature

  
Signature

in the presence of:

WITNESS: (to both signatures)

  
Signature

Name:  
Occupation:  
Address:

Grant Jason Robertson  
Acquisition Project Consultant  
Wellington

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Tina Ming-Wong  
Environmental Manager  
Wellington

and Craig Ritchie Bonnington  
Network Property Information Manager  
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 26 February 1998 copies of which are deposited in the Land Titles Offices at:

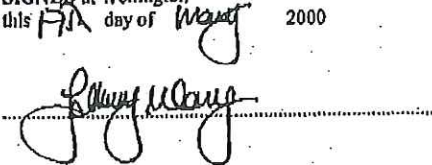
Auckland	as No D250016.1F	Gisborne	as No G219546.1	Napier	as No 668157
Blenheim	as No 196252.1	Hamilton	as No B469761.1	Nelson	as No 375631.1
Christchurch	as No A342475.1	Hokitika	as No 109390.1	New Plymouth	as No 448858.1
Dunedin	as No 944665.1	Invercargill	as No 256408.1	Wellington	as No B654792.1

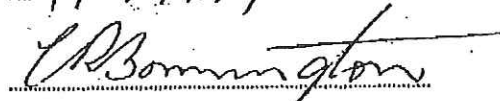
Telecom New Zealand Limited appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager, Property Acquisitions and Divestments, Telecom New Zealand Limited; the Environmental Manager, Telecom New Zealand Limited; the Network Property Information Manager, Telecom New Zealand Limited; the Property Divestments Manager, Telecom New Zealand Limited; the Manager, Network Property Asset Utilisation, Telecom New Zealand Limited; the Manager, Telecom Property Services, Telecom New Zealand Limited; the Commercial Manager, Telecom Property Services, Telecom New Zealand Limited; the Manager, Corporate Services, Telecom New Zealand Limited; the Manager, Capability Management, Telecom New Zealand Limited.

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

SIGNED at Wellington  
this 17th day of May 2000

SIGNED at Wellington  
this 17 day of MAY 2000







**FIRST SCHEDULE**

1. **GRANTOR'S LAND**  
7289.6029 ha being Run 670 Ohau Lake Survey District and Run 532 Ahuriri, Ohau Lake and Longslip Survey Districts and being all of the land referred to in Pastoral Lease P 247 entered in the Otago Land District Registry Book Volume A2 Folio 1131.

2. **GRANTOR'S ADDRESS**

Land Information New Zealand  
Lambton House  
110 Lambton Quay  
Wellington

Attention: The Commissioner of Crown Lands

3. **GRANTEE'S ADDRESS**

Telecom Centre LIU2  
49-55 Tory Street  
Wellington

Attention: The Manager  
Property Acquisitions and Divestments  
(or such other person as the Grantee may hereafter advise in writing to the Grantor)

*aw*  
*CS*

*R*

**Appendix 7: Copy of forestry right 984758.1 to continue in force**

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FR 984758.1 Forestry Rigt

Cpy-01/01, Pgs-019, 14/10/04, 14:18



DocID: 110547497

# Transfer

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 - *Insert only when part or Stratum, CT*

A2	1131	All Part	<del>As set out on the attached plan shown bordered red together with rights of way so marked on the said plan</del>
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### Transferor Surnames must be underlined

Colin Currie Mackay (as to a 1/2 share) and Colin Currie Mackay, Gwenda Elizabeth Mackay and Robert Cameron White (jointly inter se as to 1/2 share) as tenants in common in the said shares

### Transferee Surnames must be underlined

Colin Currie Mackay (as to a 45/100 share), and Colin Currie Mackay, Gwenday Elizabeth Mackay, and Robert Cameron White (as to a 45/100 share) and New Zealand Forest Research Institute Limited (as to a 10/100 share) as tenants in common in the said shares

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

A Forestry Right within the meaning of the Forestry Rights Registration Act 1983 the terms of which are set out below (continued on page 2 to 8 of annexure schedule)

### Consideration

Pursuant to an undated agreement

### Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or interest described above in the land in the above certificate(s) of title and if an easement is described above such is granted or created.

Dated this 29<sup>th</sup> day of February 2000

### Attestation

Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness (continued on pages 9 to 12 of annexure schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address

### Certified correct for the purposes of the Land Transfer Act 1952

Certified that 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)

*[Handwritten signature]*

Solicitor for the Transferee





Lab. Ct. CAG  
Lab. Ct. [Signature]  
Lab. Ct. [Signature]  
Lab. Ct. [Signature]  
x GEM  
all GEM and



9 March 2000

The Registrar  
LINZ  
DUNEDIN

Attention: Mr Oliver

Dear Sir

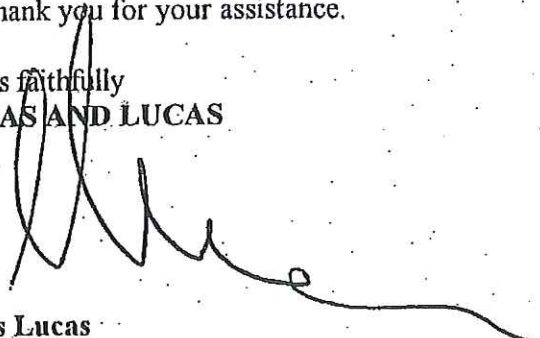
Re: Dealing 894441

We rang this morning to speak to you about this rejected dealing, and in your absence spoke to Mr Young instead.

1. We are submitting the Commissioner of Crown Land's letter of consent, which you will see makes reference to Section 89 of the land Act 1948. We understand that this will satisfy the requirement to provide the consent of the Crown.
2. We also discussed the title reference and legal description requirement, and this has been amended in line with your requisition and the discussion.
3. Finally, we have contacted the mortgagee in relation to vesting of the interest of Stringer & Co Ltd, and the transmission has been provided for this purpose.

We thank you for your assistance.

Yours faithfully  
LUCAS AND LUCAS



Chris Lucas  
Our ref 3293

Kathryn & Garth Lucas  
Level 4, Moran Building, 8 The Octagon  
PO Box 5735, Dunedin  
Telephone 0-3-477 8080  
Fax 0-3-477 8020



Our Ref: Po247

LAND RESOURCES DIVISION

12 May 1998

Knight Frank House  
41 - 43 Tarbert Street, Alexandra  
Telephone: (03) 448 6935  
Facsimile: (03) 448 9099

LUCAS & LUCAS

13 MAY 1998

SOLICITORS

Lucas & Lucas  
Barrister & Solicitors  
P O Box 5735  
DUNEDIN

ATTENTION: CHRIS & GARTH LUCAS

Dear Sirs

RE: TRANSFER OF FORESTRY RIGHTS - Po247 RIBBONWOOD - CC & G E MACKAY

I write to advise that the Commissioner of Crown Lands has given approval to a transfer of Forestry Cutting Rights from the lessees to the "Colin and Gwenda Mackay Forestry Trust" under Section 89 (1) of the Land Act 1948. The transfer of the Forestry Rights applies to the following six existing woodlots located on the Ribbonwood Pastoral Lease (see attached plan).

- 31.75 ha Ahuriri woodlot
- 4.05 ha Wylies woodlot
- 5.16 ha Ross's woodlot
- 5.94 ha Long paddock
- 11.83 ha Muricata woodlot
- 60.00 ha Forest Research Institute East and West Blocks \*

118.73 ha Total Area

\* It is understood that the Forestry Right will be held by three parties for this 60 ha block. The Mackay Forestry Trust as to an 80% share, a 10% interest to both Forestry Right Institute and the pastoral lessee.

The Commissioner of Crown Lands gives this consent subject to the documentation clearly reflecting this proposal and subject to agreement to the documentation.

Corporate Offices

Auckland  
Wellington  
Christchurch  
16 Offices Nationwide

International

Australia  
Belgium  
Botswana  
China  
France

Germany  
Hong Kong  
India  
Italy  
Japan

Malawi  
Nigeria  
Singapore  
Spain  
Sweden

Tanzania  
United Kingdom  
United States  
of America  
Zimbabwe

Postal Address:  
P O Box 27, Alexandra

Knight Frank (NZ) Limited  
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS



The following other conditions will apply:

- (1) The applicant pay all costs relating to this request.
- (2) The holder of the Forestry Right (*grantee*) be advised that they will be subject to the same lease covenants as is the Pastoral Lessee as under the Land Act 1948.
- (3) That 1 year prior to the clear felling of the forested area that the grantor (*pastoral lessee*) applies to the Commissioner of Crown Lands for approval of the future land use of the deforested pastoral lease land.
- (4) That the grantor (*pastoral lessee*) be responsible for wilding tree control if it is apparent that they are sourced from the forested land. This applies to wilding trees on this property or neighbouring properties.

Please contact me should you have any queries regarding the above.

Yours faithfully

A handwritten signature in black ink, appearing to read 'C M Crawford'.

C M Crawford  
for Manager, Alexandra  
KNIGHT FRANK (NZ) LIMITED

cc C C & G N Mackay  
Ribbonwood  
Private Bag  
OMARAMA

### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

transfer

dated 29 February 2000

page 32

of 12

pages

Continuation of "Estate or Interest or Easement to be created"

The Transferor and the Transferee agree as follows:

**1. Definitions**

"Grantor" means the Transferor and the executors, administrators and assigns of the Transferor.

"Grantee" means the Transferee and the successors and assigns of the Transferee and where appropriate includes any employee, agent, licensee or invitee of the Transferee.

"Expiry Date" means 31 December 2033.

"Person" includes an individual company corporation firm or partnership.

"Grantor's Land" shall refer to the whole of the Grantor's land as described in the schedule and where appropriate the Grantor's interest in that land.

"Forest Land" means all that part of the Grantor's Land as is named "FRI WOODLOTS" and marked bordered red on the plan attached hereto.

"Right of Way" means first all that part of the Land described in the Schedule as is marked "ROW" on the plan attached hereto and secondly all that land within 12 metres either side of any line marked "ROW" and third the whole of the Forest Land. The rights and powers of grantees implied by the seventh schedule of the Land Transfer Act in respect of rights of way shall be implied.

"Tree Crop" means any trees growing at the commencement of this forestry right on the Forest Land.

**2. Interpretation**

WHERE the context so requires or admits, words importing the singular number or plural number shall include the plural number and singular number respectively and where two or more parties execute this agreement the covenants and agreements on their part here expressed or implied shall bind them jointly and each of them severally.

**3. Objects of the Parties**

THIS agreement shall be registered by the Grantee as a forestry right pursuant to the Forestry Rights Registration Act 1983. The Grantee and the Grantor shall do all things necessary to enable such registration including arranging production of the title to the Grantor's Land and obtaining consent of the Grantor's mortgagees.

**4. Rights Granted**

THE Grantee may tend and cut timber on the Forest Land and shall have an exclusive right to cut and remove the Tree Crop from the date hereof until the Expiry Date, and a right of way over the Right of Way.

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.

*Handwritten signatures and initials:*  
\* GEM GEM NL [Signature] [Signature] [Signature] [Signature]

Approved by Registrar-General of Land under No. 1995/5004

### Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

transfer

dated

24 February 2000

page

03

of

12

pages

Continuation of "Estate or Interest or Easement to be created"

**5. Term of Forestry Right**

THIS forestry right shall commence on the date hereof and shall terminate on the Expiry Date, provided that the Grantee shall, on request by the Grantor, surrender this forestry right on the completion of any earlier harvest of the Tree Crop.

**6. Obligations and Rights of the Grantor**

SUBJECT to the Grantor's rights to graze on the Forest Land as hereinafter provided, the Grantor shall make available to the Grantee the Forest Land on the date of commencement of this Forestry Right but nothing herein shall confer on the Grantee a right of exclusive possession of the Forest Land.

**7. THE** Grantor shall fence and keep all the boundary of the Forest Land property fenced with a stock proof fence and keep the same in good order and repair at the expense of the Grantor save and except for the negligent or wilful act or omission of the Grantee.

**8. THE** Grantor shall pay all rates land tax rent or other annual outgoings in respect of the Grantor's Land and shall not do anything whereby the Grantor's interest in the Grantor's Land may be liable to forfeiture.

**9. Grantor's title to be maintained**

WHERE this forestry right is registered against a leasehold estate or interest, the Grantor will ensure that the rights of the Grantee will, without cost to the Grantee, be preserved by renewals of the lease and this forestry right will be brought down to the fee simple title in the event of the lease being surrendered or otherwise disposed of in a manner that results in a grant or transfer of the fee simple estate to the Grantor.

**10. THE** Grantor shall pay perform and observe all the covenants and conditions of any mortgages or other charges over the Forest Land.

**11. THE** Grantor covenants with the Grantee that the Grantor shall not grant a further or other forestry right in respect of the Forest Land during the term of this forestry right, after deduction of all costs and expenses.

**12. Obligations and Rights of the Grantee**

THE Grantee shall:

- a) Comply with all laws relating to the Forest Land or the afforestation thereof including but without limiting the generality hereof all requirements under the Noxious Plants Act 1978, Resource Management Act 1991, Biosecurity Act 1993, Forest and Rural Fires Act 1977, and the Health and Safety in Employment Act 1992.

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:

1. GILL GILL NL [Signature] [Signature] [Signature]