

Crown Pastoral Land Tenure Review

Lease name : RUGGED RIDGES

Lease number : PO 145

Due Diligence Report (including Status Report) - Part 2

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

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

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

October

05

PATERSON PITTS PARTNERS LTD
RELEASED UNDER THE OFFICIAL INFORMATION ACT
Surveying, Resource Management, Land Planning & Development

DUNEDIN,
8-10 Broadway, PO Box 1083
Ph.(03) 477 3245, Fax (03) 474 0484

March 2000

Knight Frank
Land Resources Division
PO Box 27
ALEXANDRA



Principals:
Nigel B. Pitts MNZIS, REA
Tony D. Hosken Dip Surv, MNZIS
Associated Company:
Nespair Aerial Surveys Ltd

Attention: Mr K Taylor

Dear Sir

Re: **RUGGED RIDGES - LAKE AVIEMORE**
BOUNDARY ADJUSTMENT - CROWN LAND ACQUISITION - SO 24991

Please find attached prints of the Computed Plan covering the adjustment of the Rugged Ridges freehold boundary to incorporate a parcel of Crown land contained in Part Run 766, Crown Lease 386/43 and depicted as Section 1 on our plan.

Ancillary to the creation of Section 1 and its required amalgamation with Certificate of Title 18C/1200 (Rugged Ridges) is the proposed reservation of easements as set out on the Memorandum of Easements on the plan face, covering rights to convey electricity, water, and to transmit telephonic communications.

We have included a Schedule of Existing Easements in Gross to be retained, in respect of a telephone cable route, labelled X and Y as shown on SO 24909.

This easement has not yet been created, and we have anticipated that action taking place prior to Approval as to Survey of our Computed Plan.

Should this easement not now be intended to be created, we shall delete the Schedule of Existing Easements from the face of the plan.

We now request your perusal of the plan, and signature on behalf of the Crown in the panel provided, following which we shall lodge the print with Land Information New Zealand.

Excepting for the matter pertaining to the creation of the Easement in Gross, outlined above, we would otherwise anticipate Approval as to Survey within 3 weeks.

Yours faithfully

PATERSON PITTS PARTNERS LIMITED

[Signature]
N B PITTS
Principal

Discussed with Nigel Pitts who crossed out easement panel on plan.

17/3/00

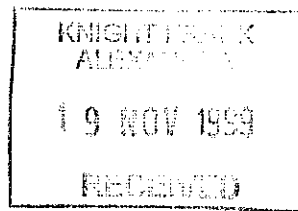
Discussed easement with Grant Fyfe (for Meridian Energy). No agreement yet with current lessees. So not even ready to obtain Crown consent.

17/3/00



17 November 1999

Knight Frank (NZ) Limited
P O Box 27
ALEXANDRA



Cook Allan Gibson Building
Cnr High & Princes Streets
P.O. Box 143 NZDX Y980023
Dunedin 9000 New Zealand

Ph 64 (3) 477-7312
Fax 64 (3) 477-9276
Email lawyers@caglaw.co.nz
G.S.T. REG NO. 10-071-267

Dear Sir

RUGGED RIDGES - BOUNDARY ADJUSTMENT

It has been some time since we have been in contact with you regarding the boundary adjustment with Mr Munro.

We have been waiting on our client's surveyor to visit the site and attend to the physical survey work. For reasons known only to the surveyor this work has not progressed notwithstanding our regular requests for progress reports and also enquiries by Mr Munro. We can only continue to push but we cannot physically make the surveyor do his work, nor are we inclined to obtain an alternative surveyor in the circumstances, given that there are one or two other matters that he is attending to on behalf of our clients as well.

We can confirm to you that we are holding a cheque from our clients in payment of the sum required as compensation to the Department of Conservation which we are happy to pay as soon as the memorandum of surrender can be prepared and signed.

We have been requested to indicate to you that we have the money as an indication of good faith.

It may be appropriate for you to contact the writer by telephone to discuss where we go to from here.

Yours faithfully
COOK ALLAN GIBSON

A J Anderson
Partner

john.anderson@caglaw.co.nz

17442\25\L991117AJA

PARTNERS

ANDREW JOHN ANDERSON
HELEN IRENE DAVIDSON
PETER CHARLES LEWIS GIBSON
ROGER NORMAN MACASSEY
PHILIP JOHN PAGE

ASSOCIATES

ELSJA FRANCES KINLEY
SHARON LOUISE KNOWLES

ALSO AT MOSGIEL & BALCLUTHA - BY APPOINTMENT

TRUST MANAGER

ROBERT JOHN SUMMERS

PRACTICE MANAGER

KARYN MARGARET CLOSE

A9219

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Wanaka Office:
Pembroke House, Dunmore Street, Wanaka
P.O. Box 263, Wanaka, New Zealand
(03) 443 8716
(03) 443 8621
BNZ 020916 0007675 00
30-317-955

Address
Post
Phone
Fax
Trust Account
G.S.T. Number

KNIGHT FRANK
ALEXANDRA
- 6 AUG 1999
RECEIVED

Please ask for:

Grant Fyfe

5 August 1999

Knight Frank
PO Box 27
ALEXANDRA

FOR: K R Taylor

Dear Sir

Meridian Energy

RE: ECNZ - FIBRE OPTIC CABLE - RUGGED RIDGES LIMITED

Please find enclosed:

- 1 Draft copy Deed of Grant for laying of fibre optic telecommunications cable
- 2 Copy CT 386/43
- 3 Copy computed plan sheets 1, 2, 3, 4 and 5
- 4 Terms of easement required by Commissioner of Crown Lands
- 5 Appendix B - application form for easement pursuant to section 60(1) of the Land Act 1948
- 6 Our trust cheque for \$75.00.

As advised we have a further 5 easements similar to the above and would appreciate this documentation being completed prior to lodging further easement applications.

Yours faithfully
CHECKETTTS McKAY

I G Fyfe BA / LLB
Partner
SAS-05/08-5

**APPENDIX B
APPLICATION FORM FOR EASEMENT PURSUANT
TO SECTION 60(1) OF THE LAND ACT 1948**

Name & description of Lease/Licence:

Being P.145 pastoral lease of pastoral land under the Land Act 1948 in the Otago Land Registry

Applicant:

Meridian Energy New Zealand Limited

Details for Applicant:

C/- Checketts McKay

PO Box 263

WANAKA

Phone: 03 443 8716 Fax: 03 443 8621

Comprehensive statement of easement right proposed including activity proposed, structures and equipment required to carry out activity:

The Grantee requires an easement for it's new fibre optic cable buried no less than one metre underground as indicated on plans attached hereto.

This fibre optic cable is in replacement of the current overhead line that is currently being removed.

The fibre optic cable is for controlling the dam structures operated by the Grantee in the Waitaki Valley.

Term (in years) of easement proposed:

25 years

Location of easement:

See attached plan

Have you entered into any discussions with the lesee/licensee regarding the proposed easement:

Yes see attached Deed of Grant for laying a telecommunications fibre optic cable

Describe the impact of the rights:

Not applicable

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Describe any possible adverse effects:

Not known

If a decision is made by the Commissioner to grant an easement, will you seek to register it:

Yes

Is there any other information that you wish to provide in support of the application:

The fibre optic cable replaces an existing overhead line. The new underground fibre optic cable which is aesthetically and environmentally more desirable as the new cable is buried to at least a metre deep there is considered no adverse effect or likely repercussions resulting from the creation of this easement.

DRAFT

ELECTRICITY CORPORATION OF NEW ZEALAND LIMITED

Grantee

STRUAN JAMES BENNETT MUNRO,
FLORA GEORGINA MUNRO and
JAMES ERIC GOVAN

Authority

DEED OF GRANT FOR LAYING OF A
FIBRE OPTIC TELECOMMUNICATIONS CABLE

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THIS DEED made the 1st day of March one thousand nine hundreds and ninety seven BETWEEN STRUAN JAMES BENNETT MUNRO, FLORA GEORGINA MUNRO and JAMES ERIC GOVAN (which with their successors and assigns is herein referred to as "the Authority") of the one part AND THE ELECTRICITY CORPORATION OF NEW ZEALAND (which with its successors and assigns is herein referred to as "the Grantee") the other part WITNESSES that in consideration of the payment herein reserved and subject to the terms and conditions herein contained or implied and on the Grantee's part to be paid observed and performed THE AUTHORITY HEREBY GRANTS to the Grantee the right to lay a Telecommunications Fibre Optic Cable on the THE RUGGED RIDGES STATION in the position and to the levels approved by THE AUTHORITY, and approximately as marked on the attached plan and the right to operate such Telecommunications Fibre Optic Cable for the term of one year commencing on the first day of March one thousand nine hundred and ninety seven and so on from year to year until determined under any of the provisions herein contained AND the Grantee hereby covenants with the Authority as follows:

1. THAT the Grantee will pay the Authority the sum of one dollar (\$1.00) payable in advance for the first year of the said grant and thereafter one peppercorn per annum if demanded.
2. THAT the work of laying and maintaining the said Telecommunications Fibre Optic Cable on the RUGGED RIDGES STATION shall be done to the satisfaction of and subject to the directions stipulated by THE AUTHORITY and the specific conditions included as attachment A, provided that if THE AUTHORITY shall so decide, the whole or part of the work shall be done by or under the supervision of a person authorised by THE AUTHORITY and the Grantee shall pay the cost of same to the Authority on demand.
3. THAT the Telecommunications Fibre Optic Cable shall be placed as described in the attached plan and at a depth to ensure a cover of not less than 1000 mm (millimetres) and in such a manner that disturbance of the RUGGED RIDGES STATION is minimal to the satisfaction of THE AUTHORITY and the Grantee shall be responsible for the maintaining of a minimum covering of that depth PROVIDED ALWAYS that upon twenty-four hours notice given at any time to the Grantee by the Authority the Telecommunications Fibre Optic Cable at the expense of the grantee in all things be lowered to and covered to a depth to be specified in such notice with minimum disturbance to the RUGGED RIDGES STATION.
4. THAT in the event of the realignment of the said RUGGED RIDGES STATION the Telecommunications Fibre Optic Cable shall be laid under such new alignment under the same conditions as herein before set out, and such work shall be carried out at the expense of the Grantee in all things.
5. SUBJECT to the provisions of clause 2 hereof the Grantee shall on first obtaining the consent of THE AUTHORITY have permission to enter on to the RUGGED RIDGES STATION at all reasonable hours during the term of this grant for the purpose of effecting any necessary repairs or alterations to the Telecommunications Fibre Optic Cable or for the purpose of maintaining the same.
6. THAT the work will at all times be open to inspection by a person authorised by THE AUTHORITY and any request made by the person with a view to the preservation and

safeguard of the RUGGED RIDGES STATION necessitating modification or improvement in the method of carrying out the material used shall be the effect to by the Grantee immediately.

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7. THAT the Grantee shall in laying, maintaining or removing the said Telecommunications Fibre Optic Cable cause as little obstruction as possible to members of the public using the RUGGED RIDGES STATION.

8. THAT the Grantee will well and effectually indemnify the Authority from and against all costs actions demands suits damages and proceedings of any kind for and in respect of any loss or damage that might result to or be suffered by any property of any person or any agency of the Crown directly or indirectly by reason of the grant or exercise of the rights hereby conferred.
9. THAT the Grantee will during the continuance of the rights hereby conferred keep in proper order the condition of the Telecommunications Fibre Optic Cable laid in pursuance of these presents with as little interference as is possible to RUGGED RIDGES STATION above the Telecommunications Fibre Optic Cable and will make good to the satisfaction of THE AUTHORITY at the Grantee's own cost any damage done to the RUGGED RIDGES STATION within the boundaries of the legal RUGGED RIDGES STATION during the carrying out of the work which is authorised under the provisions of this grant.
10. THAT the Grantee shall be liable to the Authority for the cost or repairing any damage which may occur to the RUGGED RIDGES STATION from the Installation of the Telecommunications Fibre Optic Cable.
11. THAT the Grantee shall not hold the Authority liable for any accident or damage to the Telecommunications Fibre Optic Cable.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. NO vested right shall be hereby created and the within grant shall not be transferable.
2. THE Authority or the Grantee may terminate this grant at any time by either giving to the other three (3) months notice in writing and on the expiration of such notice the rights hereby created shall absolutely cease and determine and the Grantee shall thereupon remove or otherwise deal with the Telecommunications Fibre Optic Cable as may be directed by the Authority and leave the RUGGED RIDGES STATION where disturbed in good order and condition to the satisfaction of the Authority.
3. ON the breach of any of the within conditions the Authority may terminate this grant by giving notice in writing to the Grantee who shall immediately remove or otherwise deal with the Telecommunications Fibre Optic Cable as may be directed by THE AUTHORITY and leave the RUGGED RIDGES STATION where disturbed in good order and condition to the satisfaction of THE AUTHORITY.
4. THIS grant is at all times subject to the provisions set forth in section 357 of the Local Government Act 1974.
5. THE GRANTEE shall not be entitled to any compensation at the termination of this grant.

6. IN the construction of this Deed when any notice is to be given it shall be sufficient in some person acting under the Authority's express or implied authority and be sent by post or telegram addressed to the Grantee at the Grantee's then or last known address.
7. Notwithstanding clause 3 where the Authority undertakes works on Authorities land that reduces the depth of the cable to less than 1000mm the Authority shall not require the Grantee to re establish the depth of the cable to 1000mm below the new ground level established by the Grantor's works.
8. THAT the liability of the said JAMES ERIC GOVAN has entered into this Deed as a Trustee under a Deed of Settlement dated the 2nd day of October 1978 made between William Whalam as Settlor and Flora Georgina Munro and him as Trustee and his liability hereunder is to be limited so as to extend only to the assets subject to the Trust of the said Deed of Settlement for the time being in his hands or under his control.

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IN WITNESS WHEREOF the Authority (in exercise of the powers conferred by the Local Government Act 1974 and its amendments) and the Grantee have executed this Deed on the day and year first above written.

SIGNED by THE AUTHORITY

J.E. Govan

F. G. Munro

S.J.B Munro

GRAEME MURRAY STODOL
LEGAL EXECUTIVE
COOK ALLAN GIBSON
SOLICITORS
DUNEDIN

SIGNED by
the Grantee

in the presence of

Name: CHRIS ODELL
Address: 25 Cass Street
Occupation: TWICE
Position: Personal Assistant
Address:

Code

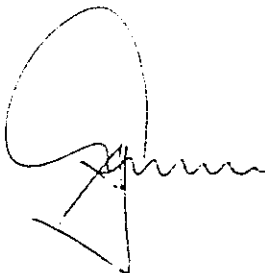
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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ANDREW JOHN ANDERSON of Dunedin hereby certify -

1. That by Deed dated the 2nd day of November 1990 JAMES ERIC GOVAN of Dunedin in New Zealand, Solicitor appointed me his Attorney 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 death of the said James Eric Govan or otherwise.

SIGNED at Dunedin
this 7th day of February
1998

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)
)


**SPECIFIC CONDITIONS RELATING TO THE DEED OF GRANT
RELEASED UNDER THE OFFICIAL INFORMATION ACT**

1. No special conditions to be applied.

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26-4-89

LAND & DEEDS
NEW ZEALAND
MAY 1987

LAND DISTRICT No. 445

Registered as the LAND REVENUE OFFICE
But not under the LAND TRANSFER ACT.

Registered in the Register book, Vol. 386 fol. 43

14 day of May

29 52 250

386/43

issued as a Renewal of (in or Exchange for) Lease
registered in Vol. 337 fol. 156

Pastoral Lease of Pastoral Land under the Land Act,
No. 7, 1954

Registered as the LAND REVENUE OFFICE
But not under the LAND TRANSFER ACT.



This Deed, made the 14th day of May 1987, between His Majesty the Queen (who, with Her Majesty Elizabeth II, Queen Mother, are hereinafter referred to as "the Lessee"), of the one part, and OSBORN BLUNDIE
of GEORGETOWN, in the Dominion of New Zealand,
of the other part, WITNESSETH
that in consideration of the sum hereinafter recited, and of the covenants,
conditions and agreements herein contained to be applied and in the part of the
Lessee to be paid, observed and performed, the Lessee doth hereby demise and
lease unto the Lessee the pieces or parcels of land containing by
measurement approximately 15,500 acres
situated in the Land District of Otago and being
and being

Run 213D, Otamatokau Survey District
hereinafter referred to as "the said land", as the same is more particularly
delineated in the plan drawn hereon and therein coloured red in outline,
together with the rights, easements, and appurtenances thereto belonging TO
HIS MAJESTY THE QUEEN (who, with Her Majesty Elizabeth II, Queen Mother, are
hereinafter referred to as "the Lessee"), of the one part, and the Lessee of the
other part, commencing on the 1st day of July 1985, together with
the period between the date of this lease and the aforesaid first day of
July, 1985, and thereafter during the said term unto the Department of Lands
and Survey at the Principal Land Office for the said Land District of
OTAGO the clear annual rent of two hundred and
eighty pounds (280/-) payable
without demand by equal half-yearly payments in advance on the 1st day of
January and the 1st day of July in each and every year during the said term,
and such payments to be deposited with the Receiver-General of New Zealand
here to the sum of
(\$) (the receipt of which sum is hereby acknowledged) and thereafter
by half-yearly instalments of
pounds (\$) on the 1st day of January and
pounds (\$) on the 1st day of July and

- AND the Lessee doth hereby covenant with the Lessee as follows:
1. THAT the Lessee will fully and punctually pay to the Lessee the clear annual rent and the instalments hereof as provided in this lease and the Lessee will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be levied in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of the lease take up his portion on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land for the purposes specified in this lease, and will not, either directly or indirectly, use the said land or any part thereof for any purpose other than those specified in this lease, and will not, either directly or indirectly, use the said land or any part thereof for any purpose other than those specified in this lease, and will not, either directly or indirectly, use the said land or any part thereof for any purpose other than those specified in this lease.
 4. THAT the Lessee will at all times during the term of the lease keep the said land in good husbandry and will not in any way exhaust waste.
 5. THAT the Lessee will throughout the term of the lease use the said land for the purposes specified in this lease and will not, either directly or indirectly, use the said land or any part thereof for any purpose other than those specified in this lease.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and will not, either directly or indirectly, use the said land or any part thereof for any purpose other than those specified in this lease.
 7. THAT the Lessee will clean and clear from weeds and keep upon all open, damp, or low-lying places upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not in any way obstruct the free course of any such drain or ditch or do anything to impede the free flow of water therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, repair, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land in their full insurable value in the name of the Commissioner in some insurance policy approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the fifteen (15) days after the expiration of each such policy, the receipts for such premiums.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of a fee) as the Commissioner shall think fit, sell, let, or remove any poles, posts, or telegraph wires, standing or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such poles, posts, or telegraph wires, standing or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such poles, posts, or telegraph wires, standing or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such poles, posts, or telegraph wires, standing or lying on the said land.

no reference to
the said land
mentioned herein
and the said
deed is not to be
applied to such
deed

as long as
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in writing
in the. Any
particularly
specify

as long as
on the
in writing
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particularly
specify

- AND it is hereby agreed and declared by and between the Lessee and the Lessee:
- (1) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
 - (2) THAT the Lessee shall keep in good order and repair all buildings (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 - (3) THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of a fee) as the Commissioner shall think fit, sell, let, or remove any poles, posts, or telegraph wires, standing or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such poles, posts, or telegraph wires, standing or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such poles, posts, or telegraph wires, standing or lying on the said land.

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26.4.99

386/43

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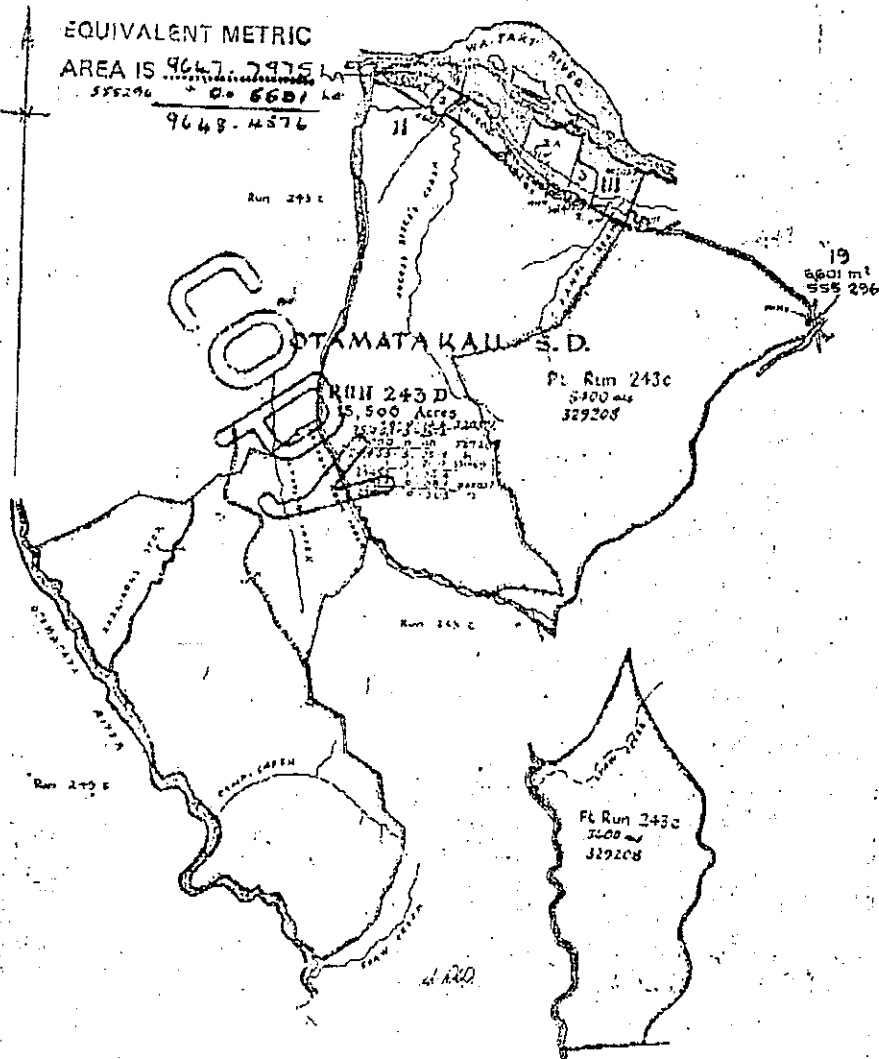
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OTAMATAKAU S. D.

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EQUIVALENT METRIC

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B. R.

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26.4.99

38443

- (1) THAT the Lessee shall have no right of enjoying the fee-simple of the said land.
 - (2) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
 - (a) Cultivate any portion of the said land for the purpose of growing winter food for the stock departed thereon;
 - (b) Dig and use of the said land for the use of himself and family and his employees;
 - (c) Fertilize and sow in grass any portion of the said land;
 - (d) Clear any portion of the said land of timber, scrub or weeds and sow the land in cleared in grass;
 - (e) Surface sow in grass any portion of the said land.
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent pasture and grass to the satisfaction of the Commissioner.
- (3) THAT the Lessee shall not be deemed to have failed to comply with the provisions of the said Act or to have overstocked so long as the number of sheep departed on the said land does not exceed 4,240 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter reserved) but the Commissioner may by notice in writing permit the Lessee to depature a greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variations consented to by the Commissioner shall not affect the rent payable hereunder.

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

NIL

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

Signed by the said Commissioner, on behalf of the Lessor, in the presence of:-
 Witness: G. E. Kennedy
 Occupation: Chief Clerk Otago District
 Address: Dunedin

C. K. Penley
 Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of:-
 Witness: A. Smith
 Occupation: Shepherd
 Address: George Street

George Street
 Lessee

Signed by the above named as Lessee, in the presence of:-
 Witness: A. Smith
 Occupation: Shepherd
 Address: George Street

W. C. Aubrey
 Lessee

(2) THAT the Lessee shall be deemed not to have failed to comply with the provisions of the said Act or to have overstocked so long as the number of sheep departed on the said land does not exceed 4,240 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinafter reserved) but the Commissioner may by notice in writing permit the Lessee to depature a greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variations consented to by the Commissioner shall not affect the rent payable hereunder.

C. K. Penley
 Commissioner of Crown Lands

W. C. Aubrey
 Lessee

Mortgage 469 to Wright, H. & Co. and Company Limited registered 21 August 1902

Transfer 204307 George Cludge and William Edmund Aubrey to Herbert Grant Names of "Rugged Ridges" Otago Sheep Station produced 12th July 1957 at 2.20m

307785 Completion Certificate pursuant to section 17 of the Public Works Amendment Act 1948 - 17.11.1948 at 10.20 am

320586 Part of the within land is now known as Run 766 - 3.11.1967 at 11.43 am

320371 Proclamation taking the Leasehold Estate in the parcel coloured Red on the plan hereon (46 Acres 14.6 Perches) for the Development of Water Power (Arismore Power Project) Registered 31.12.1967 at 10.31 am

327493 The duplicate original having been declared lost a Provisional Lease has been issued in lieu thereof Entered 28th June 1965

329208 Certificate of Allocation incorporating a willow lease 9,000 acres being part Run 283C Part of the within land is now known as Run 766 - 12.7.1967 at 11.43 am

R.L.R.
 D.C.R.
 D.C.R.

A.L.A.
 D.C.R.

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26.4.99

331959 Surrender of the petition
lease as to part Run 755 Block
IV Kuraw Survey District
2 rods 21 perches, coloured red on
diagram hereon as part of Run 755
Entered 18.9.1968 at 9.22 am
A.L.R.

326020 Surrender of balance to
James Bennett Munro of Run 755, Block
IV Kuraw Survey District
A.L.R.

336021 Discharge
from 336020
A.L.R.

336022 Mortgage of Balance to
Munro - 19.12.1965
A.L.R.

* 336219 Proclamation proclaiming as
closed the road delineated
on the diagram hereon.
Produced 18.1.1969 at 9.54 am
A.L.R.

* 336267 Gazette notice declaring
setting apart (James & John) A. Munro
for the development of water power
(Aviemore Power Scheme) in
Rangitikei Survey District from and
after the 16th day of December 1968.
Produced 10.1.1969 at 4.50 am
A.L.R.

336779 Injunctive notice proclaiming
the part of the road delineated
on the diagram hereon to be
closed. Produced 11.12.1969 at 9.11 am
A.L.R.

342037 Proclamation proclaiming
the Leasehold Estate in the parts
coloured red on the plan hereon
(612 acres 8.1 perches) to be
taken for development of water
power (Aviemore Power Scheme) -
25.6.1969 at 9.35 am
A.L.R.

342864 Gazette Notice declaring
the land in Proclamation 342037
to be set apart for the
development of Water Power
(Aviemore Power Scheme) from and
after 30 June 1969. Registered
10 July 1969 at 10.40 am
A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.
J. H. ...

386443 Variation of Mortgage 335021 -
30.6.1971 at 2.58 pm
A.L.R.

372348 Transfer of Mortgage 335021
to Flora Georgina Munro - 30.6.1971
at 2.59 pm
A.L.R.

Variation of Mortgage 336022 -
13.7.1971 at 10.55 am
A.L.R.

436595 Transmission of Mortgage
336022 to Ian Kenneth Ivey and
Albert Robertson as Executors
entered 20.2.1975 at 10.46 am
A.L.R.

439083/3 Mortgage to The Rural
Banking and Finance Corporation
of New Zealand - 21.4.1975 at
2.56 pm
A.L.R.

439083/4 Memorandum of Priority
ranking Mortgage 439083/3 as a
first mortgage and Mortgage 336021
as a second mortgage - 21.4.1975
at 2.56 pm
A.L.R.

531409/1 Mortgage to the Rural
Banking and Finance Corporation of
New Zealand - 13.3.1980 at 11.23 am
A.L.R.

531409/2 Mortgage to the Rural
Banking and Finance Corporation of
New Zealand - 13.3.1980 at 11.23 am
A.L.R.

of a 2/5 share
531409/3 Transfer to Flora Georgina
Munro of Kurow Married Woman and
James Eric Govan of Dunedin Solicitor
- 13.3.1980 at 11.23 am
A.L.R.

531409/4 Mortgage to the Rural
Banking and Finance Corporation of
New Zealand - 13.3.1980 at 11.24 am
A.L.R.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

26.4.99

C.T. 386/43

- 5. 945131.3 Variation 20.3.1998 at 9.59
- 945131.4 Transfer to Rugged Ridges Limited 20.3.1998 at 9.59

555296 Certificate of alteration incorporating Section 19 Block VI Kurow Survey District (6601m²) in the within lease entered 3.6.1987 at 1.51 pm

K. H. H. for DLR

[Handwritten signature]
A.L.R.

950032.2 Mortgage to The National Bank of New Zealand Limited

950032.3 Mortgage to Otamatapaio Station (1993) Limited

699188 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1st July 1988 and fixing for the first 11 years the annual rent at \$4125.00 calculated on a rental value of \$275,000 - 29.3.1988 at 10.28 am

950032.4 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to convey electricity over part herein shown marked A on SO Plan 24423 to Telecom New Zealand Limited C.T. 18C/595 issued

[Handwritten signature]
A.L.R.

All 26.6.1998 at 10.00

[Handwritten signature]
FOR DLR

Produced 2.6.1989 at 9.01am & entered 17.8.1989 at 9.07am) Part of the within land is now known as Section 2 (150ha) and Section 8 (463ha) SO 22938 - See NAP 730831 X1

DISCHARGED
26/04/1999
[Handwritten signature]
A.L.R.

789604/5 Mortgage to The National Bank of New Zealand Limited 10.14am

[Handwritten signature]
A.L.R.

814444 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 18.9.1992 at 10.14 am

[Handwritten signature]
A.L.R.

838694 Variation of Mortgage 789604/5 - 16.9.1993 at 9.54 am

[Handwritten signature]
A.L.R.

913418 Variation of Mortgage 789604/5 - 2.8.1996 at 2.46pm

[Handwritten signature]
A.L.R.

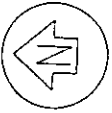
WITHDRAWN

918446 Certificate of Transfer to Telecom New Zealand Limited - 21.10.1996 at 2.39 pm

[Handwritten signature]
A.L.R.

Approvals

- Notes:
1. All Roads are legal.
 2. Easement position of Pt. Run 766 is shown by a dashed line.
 3. The easements shown herein do not necessarily depict the position of Pt. Run 766.
 4. See Survey Report for Diagram of Locations.
- Mapsheet: Terrace Prox. (over S.No. 1000-65-78)
University of Otago base



BLK VI
KUROW S.D.

BLK III
OTAMATAKAU S.D.

OTEMATATA

KUROW ROAD

(S.H. NO. 83)

PT RUN
766
C.L. 386/43

PT RUN
766

COMPUTED PLAN

Easements over Pt Run 766

LAND DISTRICT Otago
Survey Blk. & Dist. III Otamatakau, VI Kurow
NZMS 261 Sheet 1.40

TERRITORIAL AUTHORITY Waitaki District
Terralink NZ Ltd.
Surveyed by
Scale 1 : 3000 Date October 1997

DATUM : GEODETIC 1949
CIRCUIT : OBSERVATION PT.
Coordinates are in terms of
Observation Point
700000mN 300000mE

Total Area

Comprised in

1. Steven Mark Capson
Registered Surveyor and holder of an annual practicing Certificate (as per 1983) hereby certifies that this plan has been made from surveys conducted by me or under my direction, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof

Signed at Dunedin this 30th day of March 1999

Field Book P
References Plans SAs 1315, 8644

Correct

Approved for the purposes of Sec. 64 Survey Act 1986

..... / / Chief Surveyor

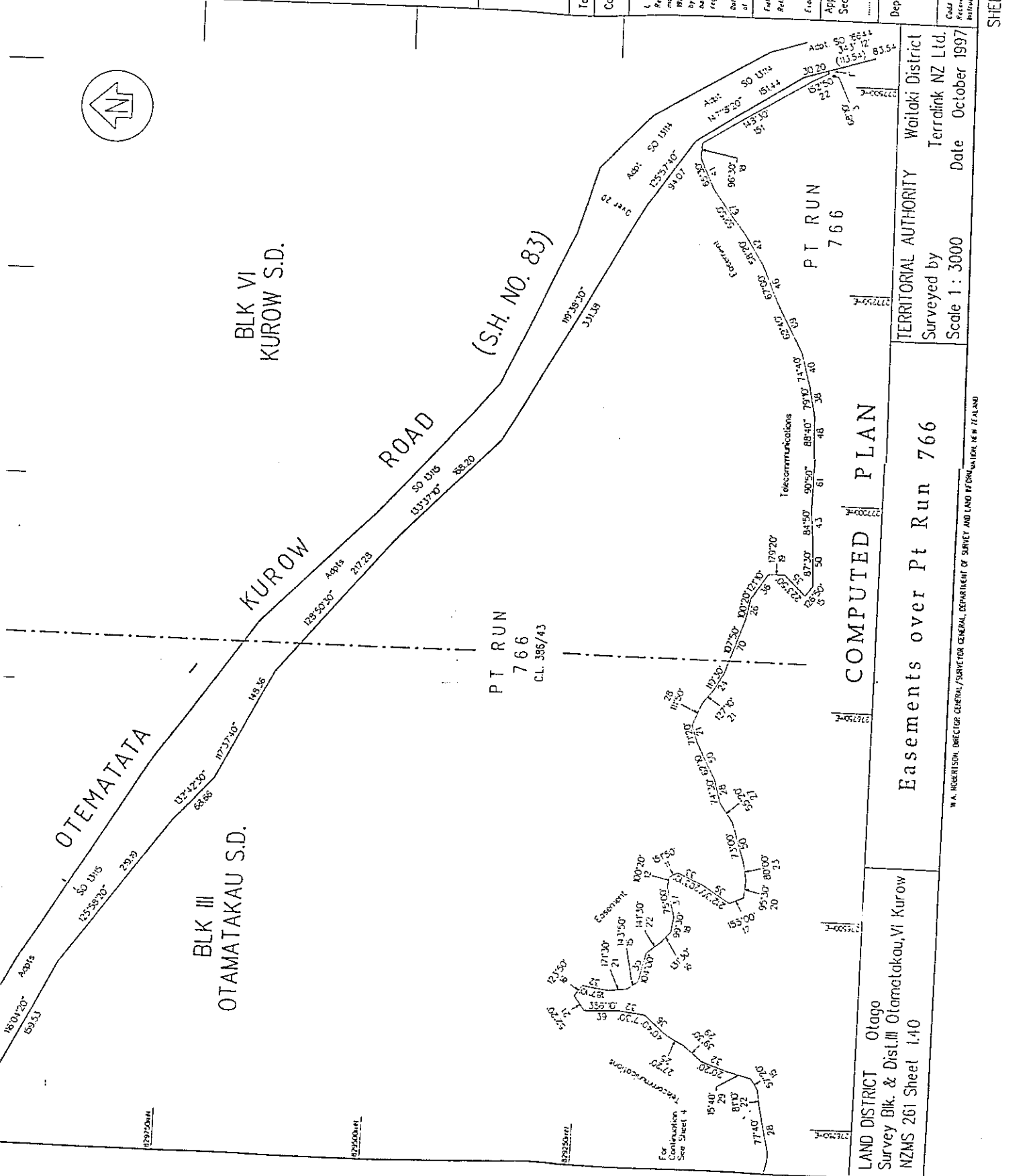
Deposited this day of 19.....

District Land Registrar

Call the Registrar at 608046

SO 24509

M.A. ROBERTSON, DIRECTOR GENERAL, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND REVENUE, WELLINGTON, NEW ZEALAND



Approvals

NOTES

1. All Roads are legal
 2. Easement position determined by suitable Permanent GPS to a +/- 2 metre accuracy.
 3. The easements shown hereon do not necessarily depict the position of "as built" services.
 4. See Survey Report for Diagram A of this plan.
- Equipment: Trimble ProXt, Rover, Sinks
 Otago Basemap 1000 65-78

DATUM : GEODETIC 1979
 CIRCUIT : OBSERVATION PT.
 Coordinates are in terms of
 Observation Point
 700000mN 300000mE

Total Area

Comprised in

1. Steven Mark Copson

Registered Surveyor and Holder of an annual practicing certificate (for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986) hereby certify that this plan has been made from surveys executed by me or under my direction, that both plan and survey are correct and representant made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated at Dunedin this 30th day of March 1999

Field Book p Reference Plans SO 1115

Examined Correct

Approved for the purposes of Sec.64, Survey Act 1986

..... / Chief Surveyor

Deposited this day of 19....

District Land Registrar

Case File No. 01

Received Instructions 600046

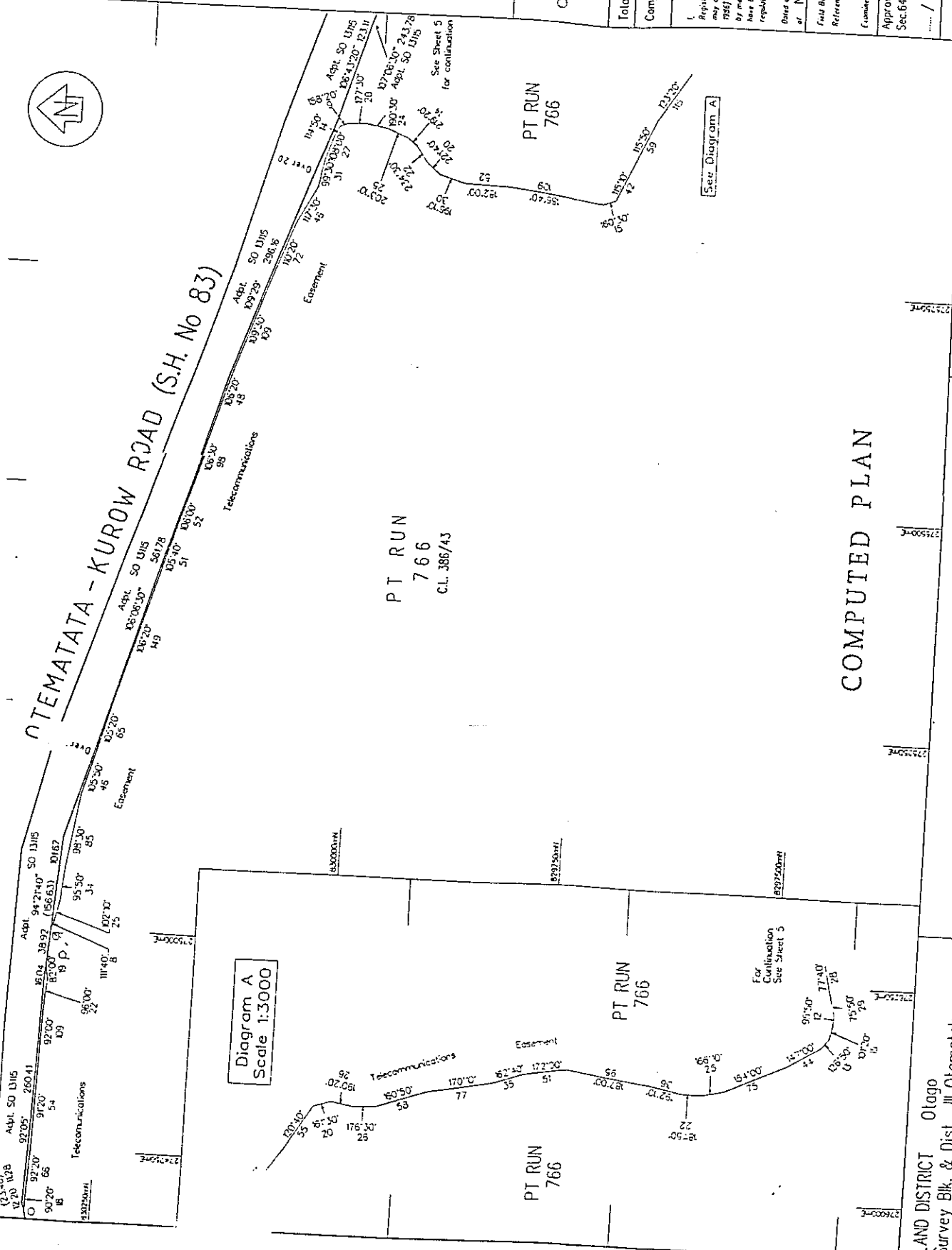
SO 24009

SHEET 4 OF 5

W.A. ROBERTSON, DIRECTOR GENERAL, SURVEY FOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



OTEMATATA - KUROW ROAD (S.H. No 83)



TERRITORIAL AUTHORITY Waitaki District
 Surveyed by Terralink NZ Ltd.
 Scale 1 : 3000 Date October 1997

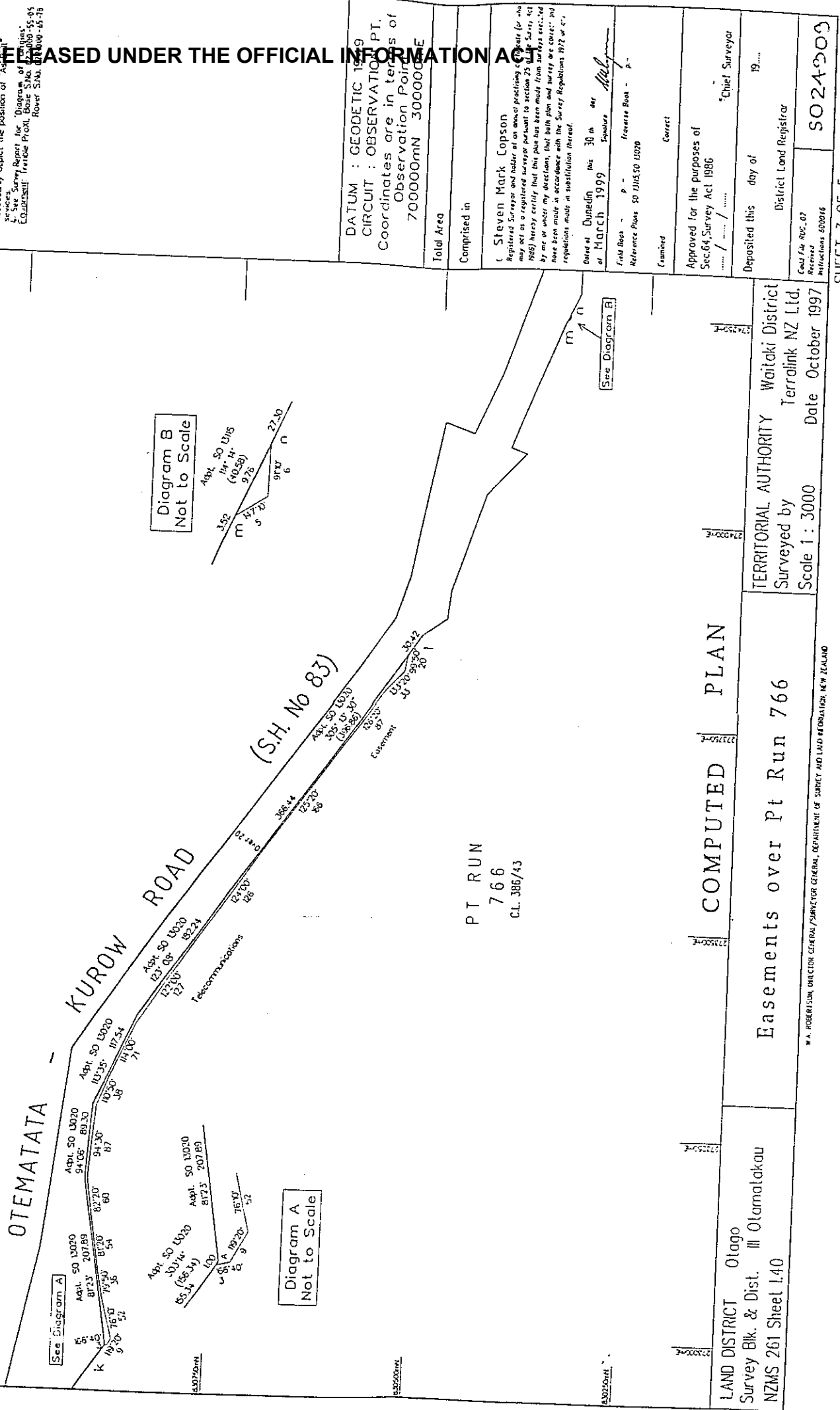
Easements over Pt Run 766

LAND DISTRICT Otago
 Survey Blk. & Dist. III Otamatakau
 NZMS 261 Sheet 140

COMPUTED PLAN

Approvals

- NOTES
1. All Roads are legal.
 2. Easement position determined by Trundle Plot GPS to a +/- accuracy.
 3. The easements shown on this plan do not necessarily depict the position of "As Built" Survey Boreholes for "Diagrams of Contingents" (see Diagrams of Contingents, Volume 1, No. 100055-05-05, Easements, Trundle Plot, Rover 3180, 01/10/00-05-76).



Approved for the purposes of Sec.64 Survey Act 1986 / / Chief Surveyor	
Deposited this day of 19....	District Land Registrar
Case File No. 07 Reference Instructions 400016	SO242009

DATUM : GEODETIC 1949
 CIRCUIT : OBSERVATION PT.
 Coordinates are in terms of Observation Point
 700000mN 300000mE
 Total Area

Comprised in

Steven Mark Copson
 Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certifies that this plan has been made from surveys conducted by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972, as amended, and regulations made in substitution thereof.

Dated at Dunedin this 30th day of March 1999
 Signature: *Mark Copson*
 Field Book: P - Traverse Book - P -
 Reference Plans: SO 211350 10229

Examined
 Correct

TERRITORIAL AUTHORITY Waitaki District
 Surveyed by Terralink NZ Ltd.
 Scale 1 : 3000
 Date October 1997

COMPUTED PLAN
 Easements over Pt Run 766

LAND DISTRICT Otago
 Survey Blk. & Dist. III Otamatakau
 NZMS 261 Sheet 1.40

Notes:

- All Roads are legal
- Easement position determined by Trimble Total Station to a +/- 2 metre accuracy.
- The easements shown on this plan do not necessarily depict the position of "As Built" structures.
- See Survey Report for Diagrams and Plans.
- Contract: Trade Procl. Busa S/N 172000-55-05
- Owner: S/N 172000-55-05

DATUM : GEODETIC 1959
 CIRCUIT : OBSERVATION PT.
 Coordinates are in terms of
 Observation Point
 700000mN 3000000mE

Total Area
 Comprised in

1. Steven Mark Copson
 Registered Surveyor and holder of an annual practicing certificate for the year 1999, set as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certifies that this plan has been made from measurements taken by him or under his direction, that both plan and survey are correct and that they have been made in accordance with the Survey Regulations 1977 to any regulations made in substitution thereof.

Dated at Dunedin this 30th day of March 1999
 S. M. Copson

Field Book
 Reference Nos: S0s 130210, 139627, 139628

Examined
 Correct

Approved for the purposes of
 Sec. 64, Survey Act 1986.

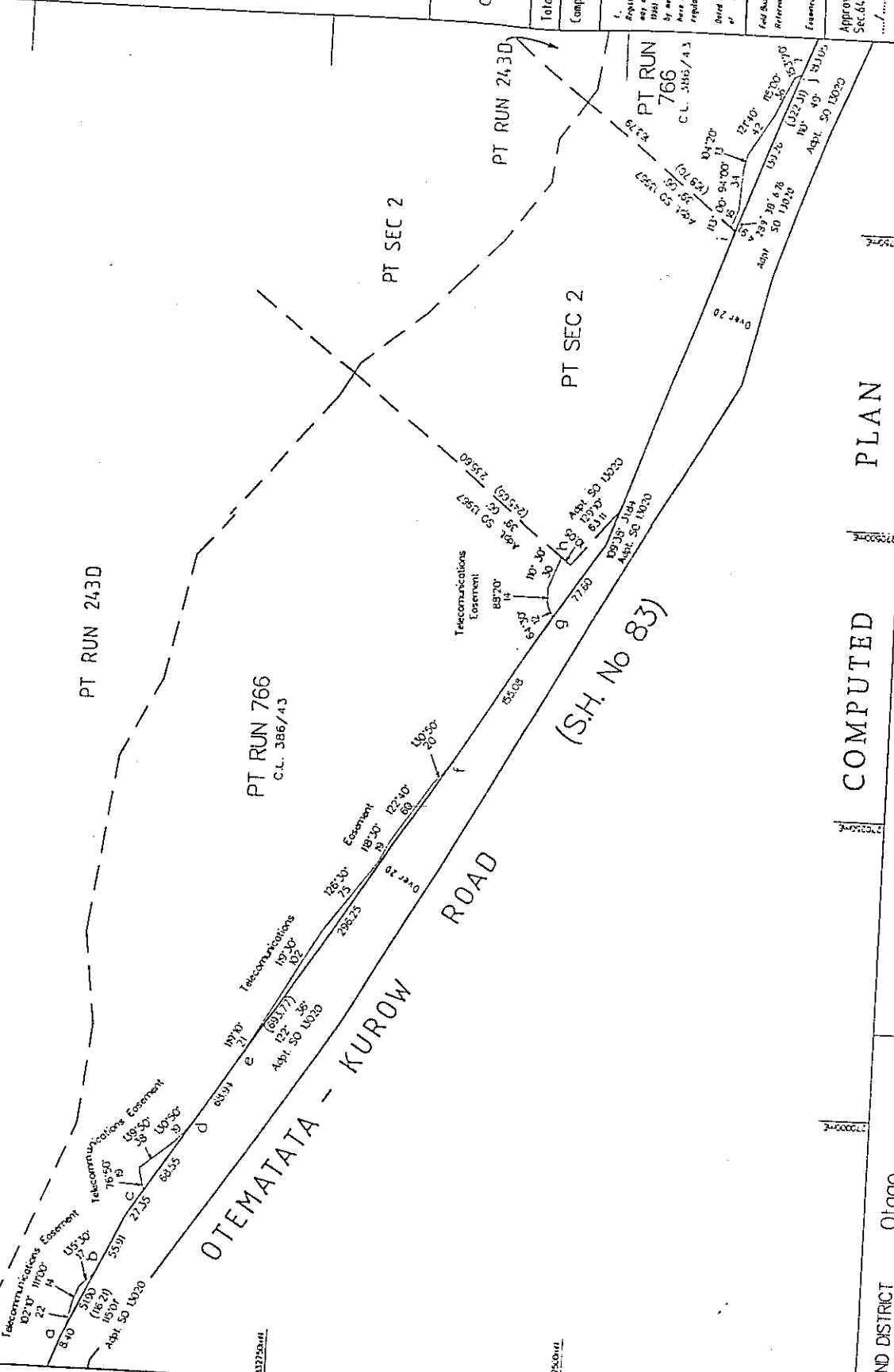
Chief Surveyor

Deposited this day of 19....

District Land Registrar

Field Book No. of
 Received
 Instructions: 40044

SO 24909



COMPUTED PLAN

Easements over Pt Run 766

TERRITORIAL AUTHORITY Waitaki District
 Surveyed by Terralink NZ
 Scale 1 : 2500 Date October 1997

LAND DISTRICT Otago
 Survey Blk. & Dist. II Hamatakau
 NZMS 261 Sheet 1:10

M. J. HUBBARD, DIRECTOR GENERAL/SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



Registered Proprietors C.L.386/4

J.E. Gavan
S.J.B. Murray

Notes:
1. All Roads are legal.
2. Easement position determined by Triangulation from C.S. to a 4/2 metric accuracy.
3. The easements shown herein do not necessarily depict the position of "As Built" services.
4. See Survey Report for Diagram of Original

Equipment: Tribrach Proxl. Base S/Ns. 07200-55-05
Rover S/Ns. 07200-45-78

DATUM : GEODETIC 1949
CIRCUIT : OBSERVATION PT.
Coordinates are in terms of
Observation Point
700000mN 300000mE

Total Area
(Comprised in Pt C.L. 386/4) (Easement Only)

1. Steven Mark Copson
Registered Surveyor and holder of an annual practicing certificate in the
may act as a registered surveyor pursuant to section 25 of the Survey Act
1980 hereby certifies that this plan has been made from the records
by me or under my direction, that both data and survey were correct and
have been made in accordance with the Survey Regulations 1984 or any
regulation made in substitution thereof.

Dated at Dunedin on 30th day of March 1999
Surveyor *Mark Copson*

File No. P
Reference Plans: SOs 13165, 13020, 13067, 13066, 16644

Examined
General

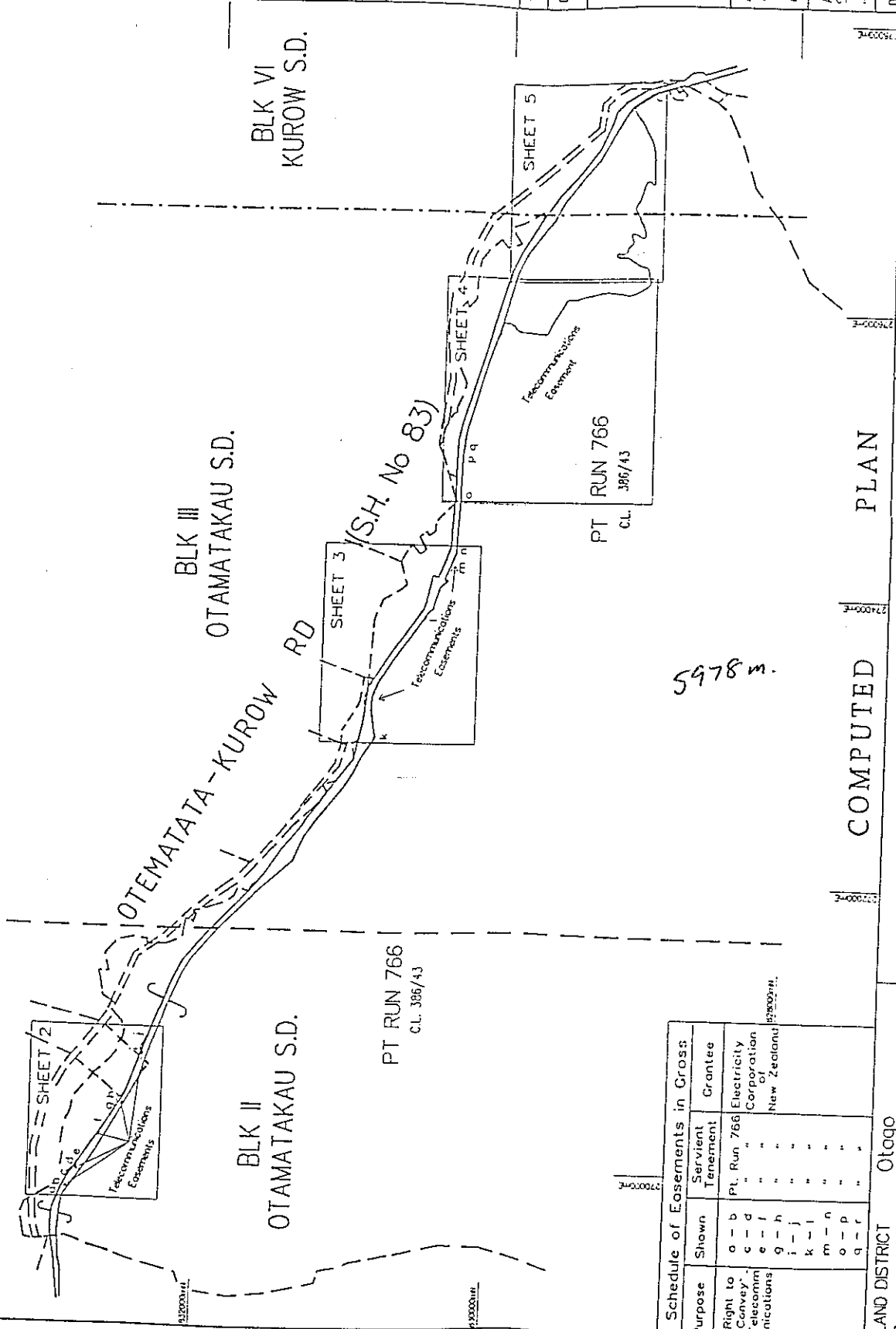
Approved for the purposes of
Sec. 64, Survey Act 1986.
Chief Surveyor

Deposited this day of 19

District Land Registrar

Scale for Record
Illustration: 1:4000

SO 24909



Schedule of Easements in Gross

Purpose	Shown	Servient Tenement	Grantee
Right to Convey Telecommunications	a - b c - d e - f g - h i - j k - l m - n o - p q - r	Pt. Run 766	Electricity Corporation of New Zealand

COMPUTED PLAN

Easements over Pt Run 766

TERRITORIAL AUTHORITY
Surveyed by
Scale 1 : 20 000 Date October 1997

Waitaki District
Terralink NZ

LAND DISTRICT
Survey Blk. & Dist.
NZMS 261 Sheet

Otago
II & III Otamatakau
VI Kurow
1:40

TERMS OF EASEMENT REQUIRED BY COMMISSIONER OF CROWN LANDS

PARTIES

GRANTOR: The Commissioner of Crown Lands pursuant to the Land Act 1948

GRANTEE: Meridian Energy New Zealand Limited

BACKGROUND

- 1 The Grantee requires an easement for its new fibre optic cable buried no less than one metre underground as indicated on plans attached hereto.
- 2 This fibre optic cable is in replacement of the current overhead line that is currently being removed.
- 3 The fibre optic cable is for controlling the dam structures operated by the Grantee in the Waitaki Valley.

DEED OF AGREEMENT

1 Interpretation Clause

- (a) Commencement Date: 1 August 1999
- (b) Deed:
- (c) Easement Land: See attached maps
- (d) Grantee: to include servants, agents, employees, workers and contractors, any licensee, lessee or tenant of the Grantee
- (e) Grantor's Land: All that land containing 9,647.7975 ha being run 243D Otamatakau S.D and being P.145 pastoral lease of pastoral land under the Land Act 1948
- (f) Lessee: Rugged Ridges Limited
- (g) Pastoral Lease: Being P.145 pastoral lease of pastoral land under the Land Act 1948 in the Otago Land Registry

2 Construction Clause

3 Grant of Rights

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The Grantor hereby grants to the Grantee the right to lay and operate a telecommunications fibre optic cable hereinafter called (TFOC) in the position into the levels approved by the Grantor and approximately as marked on the attached plans a-b, c-d, e-f, g-h-i-j, k-l, m-n, o-p and q-r and the right to operate such TFOC for the term of 25 years commencing on the first day of August 1999 until determined under any provisions herein contained.

4 Consideration

10 Cents.

5 Payment of compensation to lessee

The Grantee has entered into an agreement with the Lessee recording receipt by the Lessee of a payment from the Grantee, which amount acknowledges 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 the agreement records the Lessee's waiver of their right to any compensation from the Grantor in respect of the grant of easements in this Deed.

6 Obligations of the Grantee

(i) The Grantee shall:

- (a) cause as little damage, disturbance, inconvenience and interruption to the property and to use the property as is reasonable necessary
- (b) forthwith make good any damage done to the property and to the occupier of the property
- (c) shall ensure the TFOC shall be placed as described on the attached plan and at a dept to ensure a cover of not less than 1000 mm (millimetres) and in such a manner that the disturbance of the property is a minimal to the satisfaction of the Grantor and the Grantee and that upon 24 hours notice given at any time to the Grantee by the Grantor the TFOC at the expense of the Grantee in all things be lowered to and covered to a depth to be specified in such notice with minimum disturbance to the Property
- (d) the Grantee will effectually indemnify the Grantor from and against all costs actions demands suits damages and proceedings of any kind for and in respect of any loss or damage that might result to or be suffered by any property of any person or any agency of the Crown directly or indirectly by reason of the grant or exercise of the rights hereby conferred
- (e) the Grantee will during the continuance of the rights hereby conferred keep in proper order the condition of the TFOC with as little interference as possible to the property above the TFOC will make good to the satisfaction of the Grantor at the Grantee's own cost any damage done to the property within the boundaries of the legal property during the carrying out of the work which is authorised under the provisions of this grant

RELEASED UNDER THE OFFICIAL INFORMATION ACT

- (f) the Grantee will be liable to the Grantor for the cost of or repairing any damage which may occur to the property from the installation of the TFOC
- (g) the Grantee shall ensure that vehicles prohibited by the Grantor are not used
- (h) the Grantor will ensure the gates are kept locked
- (i) the Grantee shall take reasonable precautions to guard against danger on the Grantor's land
- (j) the Grantee shall have an obligation to compensate if damage is caused to stock on the Grantor's land
- (k) the Grantee shall not obstruct the Grantor or his agents employees and contractors
- (l) the Grantee is prohibited from carrying out any activity other than those permitted by this deed
- (m) the Grantee shall comply with all statutes and regulations

7 Ownership of structures

If the Grantee does not remove the TFOC installed for the purpose of this easement at the end of the term of this easement the Grantor may remove the TFOC and restore land to pre-easement conditions and recover costs incurred from the Grantee.

8 Costs

The Grantee bears all costs for preparation and registration of deed and installation of structures required for purposes of rights created by easement.

9 Indemnity

An indemnity incorporating the following terms:

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 by this Deed.

10 Exclusion of Grantor's Liability

No liability for the Grantor in contract, tort, or otherwise in relation to any aspect of this Deed, (extending to consequential loss, anything arising directly or indirectly from the Deed, any activity of the Grantor on the Grantor's land).

11 Termination

- (a) The Grantor may bring the Deed to any end on notice (period of notice to be fixed by Grantor). On termination, Grantee to remove structures and restore Grantor's land to pre-easement conditions).

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(b) Failure to restore by Grantee, Grantor may restore land, remove structures and recover costs from Grantee.

12 Registration

The Deed, or a Memorandum of Transfer incorporating the terms of the Deed may be registered and both parties will do all things necessary to enable registration.

13 Grantor's rights of delegation

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.

14 Disputes

A suitable disputes resolution clause incorporating reference to the over riding application of section 17, Land Act 1948.

15 Notices

A suitable notices provision.

16 Severability

A clause to the effect that, where any part of the Deed of Easement is held 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.

17 Any other clauses

Any other clauses required by the Commissioner if appropriate with regard to the land and the activity to be undertaken

SIGNED by the COMMISSIONER)
OF CROWN LANDS)
in the presence of:)

SIGNED by MERIDIAN ENERGY)
NEW ZEALAND LIMITED)
in the presence of:)



Our Ref: Po145

1 July 1999

LAND RESOURCES DIVISION

The Manager
Electricity Corporation of New Zealand Limited
Private Bag 950
TWIZEL

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

ATTENTION: ANGUS HENDERSON

Dear Sir

RE: DEED OF GRANT - RUGGED RIDGES STATION

I have recently been reviewing outstanding work and came across your letter of 16 February 1998. I apologise for the lack of a response.

Since your letter there have been a number of changes in the administration of pastoral lands. The most significant being the passing of the Crown Pastoral Land Act 1998 and the development of a Crown Pastoral Standard dealing with easements. I enclose a copy of the appropriate section including an application form.

Please complete the application form and return it to this office accompanied by an application fee of \$75 (*plus GST*).

I am returning the documentation previously supplied to enable you to ensure that it meets the new standard. You will of course be aware that the Munro's are no longer the lessees of Rugged Ridges.

On receipt of the new application I will endeavour to process the matter promptly.

Yours faithfully
KNIGHT FRANK (NZ) LIMITED

K R Taylor
Manager, Alexandra

Corporate Offices

Auckland
Wellington
Christchurch

13 Offices Nationwide

International

Australia
Belgium
Botswana
China
France
Germany

Hong Kong
India
Italy
Japan
Malawi
Monaco

Nigeria
Portugal
Singapore
South Africa
Spain
Sweden

Tanzania
The Netherlands
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

RELEASED UNDER THE OFFICIAL INFORMATION ACT



16 February, 1998

Ref: CAAA - 8.2 - 8 - 070

Mr Kenneth Taylor
Knight Frank (NZ) Ltd
Knight Frank House
41-43 Tarbert Street
Alexandra

Tel 03 448 6935



Dear Mr Taylor

I enclose a copy of the signed Deed Of Grant documents for the installation of our fibre cable across the Rugged Ridges Station as approved by the lease holder. Also attached is the deed as agreed with Mr Mike Kerr of LINZ in reference to the Crown Property through the Waitaki valley.

With reference to your letter Po145, I also attach application for easement across the Pastoral ground.

I would be grateful if you would review the document and comment accordingly.

I will look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read "Angus Henderson".

Angus Henderson
Telecommunications Engineer

ACTION BY: Ken
JOB No: 8079 EAS
COMPLETION: 18/3/98

RELEASED UNDER THE OFFICIAL INFORMATION ACT

29

Facsimile

Toitu te
Land whenua
Information
New Zealand



Dunedin Regional Office
John Wickliffe House
Princes Street
Private Bag 1929
Dunedin
New Zealand
Tel 64-3-477 0850
Fax 64-3-477 3547
Internet
<http://www.linz.govt.nz>

To: Ken Taylor

Company: Knight Frank Ltd

Fax No: (03)448-9099

From: Mike Kerr
Property Officer for Manager, Crown Property
Services

Date: 16 January 1998

Page 1 of: 7

Our Ref: _____

Your Ref: _____

KNIGHT FRANK
ALEXANDRA

16 JAN 1998

RECEIVED

Confidential

This facsimile message contains information which is confidential and may be subject to legal privilege. If you are not the intended recipient, you must not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify us immediately by facsimile or telephone and destroy the original message. Thank you.

Subject: RUGGED RIDGES ECNZ CABLE

I refer to our telephone conversation today and now attach a copy of the only letter I have referring to Rugged Ridges from ECNZ.

Mike Kerr

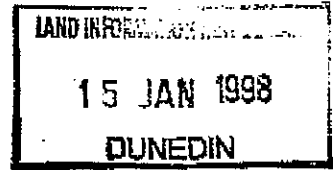
for Manager, Crown Property Services

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Electricity Corporation of New Zealand Limited
Southern Generation
Automation & Remote Control Project

Private Bag 950
State Highway 6
Twizel
New Zealand 8773

Telephone 64 3 438 9230
Facsimile 64 3 438 9231
Facsimiles
Accounts 64 3 435 0931
Monapouri 64 3 249 8702



14 January, 1998

Ref: CAAA - 8.2 - 8 - 063

Mr Mike Kerr
Land Information New Zealand Ltd
5th Floor
John Wickliffe House
Cnr Princes/Water Street
Dunedin

Tel 03 477 0650

Dear Mike

I enclose the signed Deed Of Grant documents for the installation of our fibre cable across the Crown property in the Waitaki valley. I apologise for the delay and hope this has not caused you too much inconvenience.

Additionally, I have spoken with Mr Ken Taylor of Knight Frank in Alexandria regarding the Rugged Ridges station. This was with regard to the line survey we had done across the Station and the submission of the survey plans to the chief surveyor.

I would be grateful if you would sign off on the deeds and return a copy to me. If necessary I would be grateful if you would send a copy to Mr Taylor.

We are in the process of having line surveys done for the remainder of the fibre run and I will be submitting line survey documentation in the near future.

I will look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read "Angus Henderson".

Angus Henderson
Telecommunications Engineer

RELEASED UNDER THE OFFICIAL INFORMATION ACT

THIS AGREEMENT made this _____ day of _____ 1997

BETWEEN HER MAJESTY THE QUEEN (together with her successors in title and permitted assigns "the Grantor")

AND ELECTRICITY CORPORATION OF NEW ZEALAND (together with its successors and permitted assigns "the Grantee")

THIS AGREEMENT WITNESSES that **IN CONSIDERATION** of the payment of **ONE DOLLAR** (\$1-00) by the Grantee to the Grantor and subject to the terms and conditions contained or implied and required to be paid observed and performed by the Grantee the Grantor hereby grants to the Grantee the right to lay a telecommunications fibre optic cable across the land set out in Schedule A known as the Crown Land at Wairepo Arm, the Crown Land at Lake Aviemore and the Crown Land at Lake Waitaki ("the Crown Land") for the term of one (1) year commencing on the 1st day of March 1997 and from year to year until determined under any of the provisions contained in this Agreement.

THE GRANTEE HEREBY COVENANTS WITH THE GRANTOR as follows:-

1. The Grantee will pay the Grantor the sum of **ONE DOLLAR** (\$1-00) payable in advance for the first year of the said grant and thereafter one peppercorn per annum if demanded.
2. The Grantee shall lay the telecommunications fibre optic cables ("the cables") in the positions indicated on the attached plan and to a depth to ensure that a cover of not less than 1,000mm is maintained provided that upon the giving of twenty-four (24) hours written notice by the Grantor the Grantee shall lower and cover the cables to a depth to be specified in such notice.
3. The laying and covering of the cables as required in 2 above shall be carried out at the Grantee's expense and to the satisfaction of the Grantor.

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4. The Grantee shall obtain the written consent of the Local Authority or other body responsible for the administration and control of any area of the Crown Land gazetted for any purpose prior to undertaking any work on the Crown Land, except in the case of an emergency.
5. The Grantee shall be liable at all times for maintaining repairing replacing or removing the cables and may enter the Crown land at all reasonable hours for the purpose of carrying out such repairs as may be necessary **PROVIDED** that the Grantee first obtains the Grantor's or other Authority's written consent, except where the repairs are required as a matter of emergency.
6. The Grantee in laying maintaining repairing replacing or removing the cables shall carry out such work as quickly and efficiently so as to cause as little obstruction or inconvenience as is reasonably possible to other users of the Crown Land.
7. The Grantee will permit the Grantor at all times to inspect the work undertaken by the Grantee on the Grantor's land and will comply with such reasonable directions as relate to the manner or materials used by the Grantee in undertaking the said work.
8. The Grantor shall be entitled to direct that the Grantee carry out such work as may be required to preserve and safeguard the use of the Crown Land by the public and/or such authority as may be responsible for the administration and control of any area of Crown Land gazetted for such purpose.
9. That any work directed to be carried out pursuant to 7 above will be done at the Grantee's expense.
10. That in the event of the realignment of the said Crown Land the cables shall be laid under such new alignment under the same conditions as set out in this Agreement and such work shall be carried out at the expense of the Grantee.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

11. The Grantee will indemnify the Grantor from and against all costs actions demands suits damages and proceedings of any kind for and in respect of any loss or damage that might result to or be suffered by any person or any property of any person or any agency of the Crown either directly or indirectly by reason of the grant or exercise of the rights hereby conferred.
12. The Grantee will make good to the satisfaction of the Grantor at the Grantee's own cost any damage done to the Crown Land resulting either directly or indirectly from the work carried out by the Grantee.
13. That the Grantee shall not hold the Grantor liable for any accident or damage to the cables.

AND IT IS HEREBY AGREED by and between the parties:—

1. No vested right shall be created hereby and the within grant shall not be transferable.
2. The Grantor or the Grantee may terminate this grant at any time by giving to the other three (3) months notice in writing and on the expiration of such notice the rights hereby created shall absolutely cease and determine and the Grantee shall thereupon remove or otherwise deal with the cables as may be directed by the Grantor and leave the Crown Land in such condition at the cost in all things of the Grantor as directed by the Grantor.
3. On the breach of any of the within conditions the Grantor may serve on the Grantee written notice requiring that the Grantee remedy such breach within a specified timeframe and if the Grantee fails to comply with such notice the Grantor may forthwith terminate this Agreement by serving written notice of termination on the Grantee as required by 2 above.
4. Where any notice is required to be served on either party then it will be sufficient if the said notice is sent by registered post to the last known address of the said party
5. The Grantee shall not be entitled to any compensation at or upon the termination of this Agreement.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

6. This Agreement is at all times subject to the provisions set forth in Section 48 of the Public Works Act 1981.
7. The Grantee upon written request by the Grantor undertakes to survey the line of the fibre optic cables where it is installed upon and crosses the Grantor's land and the cost of such survey shall be borne by the Grantee.
8. **NOTWITHSTANDING** Clause 2 where the Grantor undertakes work on the Crown Land that reduces the depth of the cables to less than 1,000mm the Grantor shall not require the Grantee to reestablish the depth of the cables to 1,000mm below the new ground level established by the Grantor's work.
9. The Grantee upon written request by the Grantor agrees to prepare at the Grantee's expense a Deed of Easement(s) on such terms and conditions as may be agreed upon by the parties.
- 10(a). All disputes and differences which may arise between the parties in relation to this Agreement, or as to any matter arising under this Agreement or in relation to the parties' rights or obligations under this Agreement or in relation to the work to be carried out under this Agreement, shall be referred to arbitration in accordance with the Arbitration Act 1996.
 - (b) The arbitration shall be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's desire to have the matter referred to arbitration.
 - (c) The arbitration shall be carried out by one arbitrator if the parties can agree upon one and, if not then by two arbitrators, one to be appointed by each party, and their umpire to be appointed by the arbitrators before they begin to consider the dispute or difference.
 - (d) The award in the arbitration shall be final and binding on the parties.
 - (e) Except where a difference has been referred to arbitration, this Agreement will remain in force in all other respects.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

IN WITNESS WHEREOF the Grantor in exercise of the powers conferred by the Local Government Act 1974 and its Amendments and the Grantee have executed this Deed on the day and year first above written.

EXECUTED for and on behalf of
The Crown by

pursuant to an authority given by
the Minister of Lands under Section
4B Public Works Act 1981 in the presence
of:

WITNESS:.....

OCCUPATION:.....

ADDRESS:.....

SIGNED by the Grantee



in the presence of:

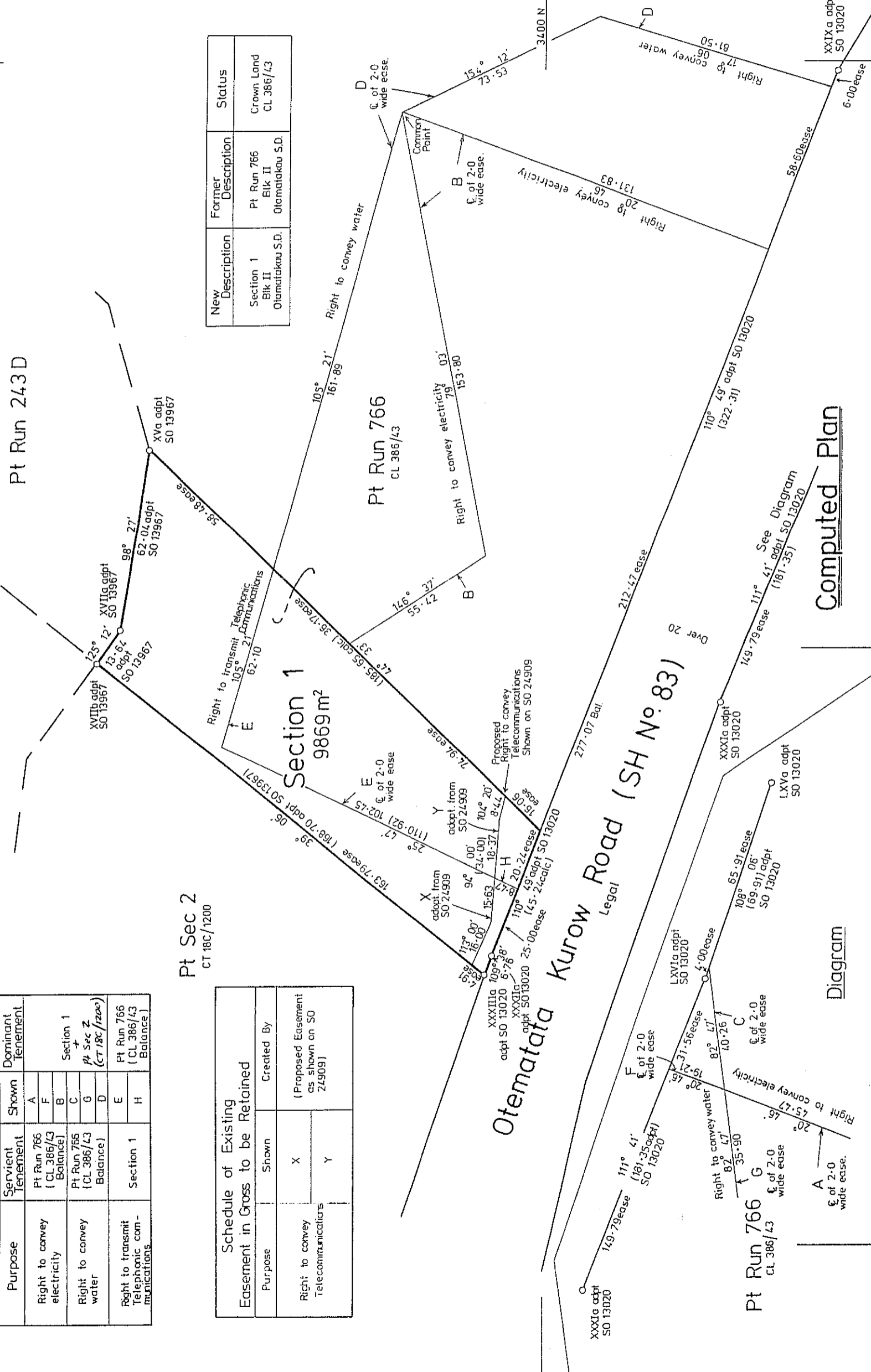
WITNESS:.....


OCCUPATION:.....

ADDRESS:.....

Memorandum of Easements		
Purpose	Servient Tenement Shown	Dominant Tenement
Right to convey electricity	Pt Run 766 (CL 386/43 Balance)	A
Right to convey water	Pt Run 766 (CL 386/43 Balance)	B
Right to transmit Telephonic communications	Section 1 (CT 18c/1200)	C
		D
		E
		H

Schedule of Existing Easement in Gross to be Retained		
Purpose	Shown	Created By
Right to convey Telecommunications	X	(Proposed Easement as shown on SO 24909)
	Y	



Computed Plan

Diagram

Approvals LESSEE
 SJB & FG Munro

I hereby certify that this plan was approved by the Waitaki District Council pursuant to Section 223 of the Resource Management Act 1991 on the 19th day of April 1999 subject to the granting or reserving of the easement(s) set out in the Memorandum hereon and subject to amalgamation condition set out hereon

Section 1 hereon be transferred to the owt Pt Sec 2 Blk II Otematataku S.D. C.T. 18c/1200 and one Certificate of Title be issued to include parcels.
 See LRR 929813

Pursuant to Section 224(c) of the Resource Management Act 1991 I hereby certify that all conditions of the subdivision consent have been complied with to the satisfaction of the Waitaki District Council
 Dated this 19th day of April 1999

DATUM: Old Cadastral
 CIRCUIT: OBS Observation Point
 COORDINATES: GS Wharekuri Kurow
 Total Area: 9869 m²
 Comprised in: CL 386/43 (P.1)

I, Nigel Buckland, Registered Surveyor and holder of an annual practising certificate who may act as a registered surveyor pursuant to section 2 of the Survey Act 1988 hereby certify that this plan has been made in accordance with the Regulations 1972 or any regulations made in substitution thereof and have been made in accordance with the Regulations 1972 or any regulations made in substitution thereof. Dated at Dunedin, this 19th day of April 1999.

Field Book: SO 5.8108, 13020, 13957, 24909.
 Reference Plans: SO 5.8108, 13020, 13957, 24909.
 Examined: Correct

Approved in terms of Sec 64 Survey Act
 Deposited this 19th day of April 1999
 Chief S

For Registrar General
 File 8376
 Received Instructions SO 24909

TERRITORIAL AUTHORITY Waitaki District Council.
 Surveyed by Paterson Pitts Partners Ltd.
 Scale 1:1000 Date November 1998

Section 1 and easements over Pt Run 766

LAND DISTRICT Otago
 SURVEY BLK. & DIST. II Otematataku
 NZMS 261 SHT I.40 RECORD MAP No



ur Ref: Po145

14 July 2000

LAND RESOURCES DIVISION

Paterson Pitts Partners
Surveyors
P O Box 1083
DUNEDIN

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

ATTENTION: N B PITTS

Dear Sir

RE: RUGGED RIDGES - LAKE AVIEMORE

Thank you for your letter of 13 July 2000.

As you will be aware from the copy of the fax from Bob Lysaght of Land Information, Christchurch dated 14 June 2000 he is unwilling to sign the plan in respect of the boundary adjustment until each of the easements shown on SO 24991 have been granted.

The right to convey electricity was granted and registered in June 1998 and we are currently processing an application from Meridian Energy for the telephonic communication easement.

Would you please now provide us with a formal application in respect of the right to convey water over Rugged Ridges pastoral lease.

A copy of the appropriate form is attached for your use.

Should you have any queries, please contact this office.

Yours faithfully

KNIGHT FRANK (NZ) LIMITED

Suzanne Smith
Property Officer

Corporate Offices

Auckland
Wellington
Christchurch

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Germany	Monaco	Sweden	Zimbabwe

Postal Address:

P O Box 27, Alexandra
Knight Frank (NZ) Limited
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS



Our Ref: Po145

LAND RESOURCES DIVISION

22 September 1997

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

Regional Conservator
Department of Conservation
Private Bag
CHRISTCHURCH

ATTENTION: MIKE CLARE

Dear Mike

RE: PROPOSED BOUNDARY ADJUSTMENT - RUGGED RIDGES

I have received an application for a boundary adjustment at the Rugged Ridges homestead. The attached correspondence explains the situation.

The Commissioner of Crown Lands has indicated that the proposal should be investigated including consultation with interest groups. I am undertaking this consultation. I would therefore appreciate your comments by 17 October 1997.

Please contact me should you wish to discuss this further.

Yours faithfully

K R Taylor
Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

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P O Box 27, ALEXANDRA

Knight Frank (NZ) Limited
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INTERNATIONAL PROPERTY CONSULTANTS



Our Ref: Po145

31 July 1998

LAND RESOURCES DIVISION

Cook Allan Gibson
Barristers & Solicitors
P O Box 143
DUNEDIN

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

ATTENTION: A J ANDERSON

Dear Sir

RE: S J B MUNRO - BOUNDARY ADJUSTMENT - RUGGED RIDGES

Thank you for your letter of 30 July.

I am pleased to advise that the Commissioner of Crown Lands has consented to the surrender of 9700 sq.m. from pastoral lease Po145 under Section 145 of the Land Act 1948, the reclassification of this land as "farm land" under Section 51 of the Act for amalgamation with Certificate of Title 86/265, Otago Registry. This consent is subject to the applicants paying a purchase price of \$2,910 plus GST for the land and meeting all survey, legal and consent costs associated with the proposal. There is to be no alteration to the stock limitation, rental value or annual rent for the balance of Po145.

If any of the terms and conditions of the consent are unacceptable to you then you have a right to a rehearing of the approval decision under Section 17 of the Land Act 1948.

Section 17 of the Land Act 1948 states:

Application for rehearing [(1) Any person aggrieved by any decision of the Commissioner of Crown Lands or any determination of an administrative nature by the Commissioner may, within 21 days after being notified of that decision or determination, apply to the Commissioner for a rehearing, and the Commissioner may, at any time within 1 month after receiving the application, grant a rehearing of the case if he/she thinks that justice requires it, and on the rehearing may reverse, alter, modify, or confirm the previous decision or determination in the same case:

Provided that the Commissioner shall not grant a rehearing where the decision or determination relates to the allotment of land to any person aggrieved unless that land has been allotted by the Commissioner pursuant to the powers conferred on it by Section 54 of the Land Act 1948.]

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Nigeria
Singapore
Spain
Sweden

Tanzania
United Kingdom
United States of America
Zimbabwe

Postal Address:
P O Box 27, Alexandra

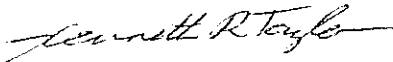
Knight Frank (NZ) Limited
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS

Please prepare a partial surrender document for this transaction and have it completed by the Lessees of Po145 and all registered interests, then send it to us with a cheque for the purchase price (made out to Land Information New Zealand) for completion by the Crown. If you require assistance with the partial surrender document please contact Suzanne Smith of this office.

I look forward to hearing from you in due course.

Yours faithfully



K R Taylor
Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

Approvals

Former Description
 Sec 1 - Pt. Run 767, Blks V, VIII, IX, XII & XIII Otamatakau S.D. & Blk. I Mt. Buster S.D.
 Sec 2 - Pt. Run 766, Blks VI, VIII & IX Otamatakau S.D.
 Sec 3 - Pt. Sec 1, Blk. IX Otamatakau S.D.
 Sec 4 - Pt. Run 4 of 23, Blk's VII & IX Kurow S.D., Blk. XIII Otamatakau S.D. & Blk. I Mt. Buster S.D.
 Sec 5 - Pt. Run 3 of 23, Blk. IX Kurow S.D. & Blk. I Mt. Buster S.D.
 Sec 6 - Pt. Run 362 B, Blk. I Mt. Buster S.D.
 Sec 7 - Pt. Run 767, Blk. I Mt. Buster S.D.
 Sec 8 - Pt. Run 766, Blk's XII & XIII Otamatakau S.D. & Blk. I Mt. Buster S.D.

Approved as to layout of Secs 1-2 & 4-8
Kenneth R. Taylor
 Landcorp Property Manager (Pastoral)

Approved as to layout of Sec. 3
R. D. Hume 6-4-89
 For Landcorp Property Manager

Approved as to layout of Secs 1-6 & 8
 Regional Manager, Dept of Conservation

DATUM: GEODETIC DATUM 1949
OBSERVATION POINT CIRCUIT COORDINATES IN TERMS OF FALSE ORIGIN 700 000 N 300 000 E

Total Area 7837 ha
 Comprised in Crown Land - no title, DPL. 201292 & PLA2/1223

I. MALCOLM JOHN POLLITT
 Registered Surveyor and holder of an annual practising certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1986 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof.
 Dated at *Dunedin* this *7th* day of *December* 1988 Signature *M. J. Pollitt*

Field Book 2338 p. 1-10 Traverse Book 2144 p. 75-84
 Reference Plans SO's 790, 1347, 1348, 13839, 16427, 16428, 21879, 22468 RUN ROLL NE 1980
 Examined under TC 1979/12 Corrected by *K. Taylor* of *Michael*

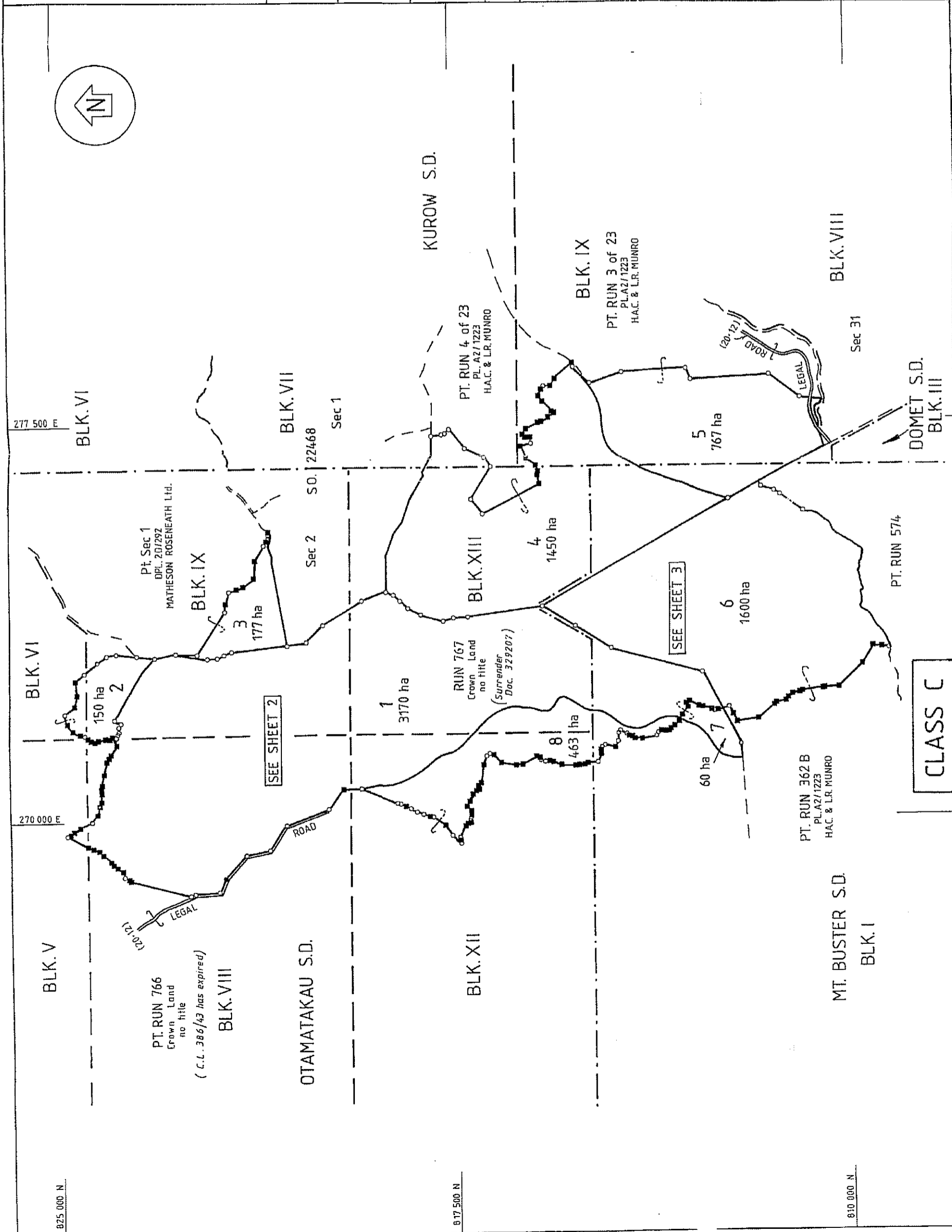
Approved as to Survey
M. J. Pollitt
 Chief Surveyor

3015789
 Deposited this _____ day of _____ 19__

File C/2000/14
 Received 21-12-88
 Instructions 63-87-1053, 1054, 1055

District Land Registrar
SO 22988

SHEET 1 of 3



TERRITORIAL AUTHORITY WAITAKI COUNTY
 Surveyed by M. J. POLLITT
 Scale 1:50,000 Date FEB-MAR 1988

LAND DISTRICT OTAGO
 Survey Blk. & Dist. As Shown
 NZMS 261 Sheet I40 Record Map No. I40C, I40/1-2 & I40/2-2