

## **Crown Pastoral Land Tenure Review**

**Lease name : THE LARCHES**

**Lease number : PO 254**

### **Substantive Proposal - Part 2**

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

**Appendix 10 Copy of easement contained in transfer 919961.6 (on CIR OTA2/1229) in favour of  
Telecom Mobile**

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MEMORANDUM OF TRANSFER AND GRANT  
OF EASMENTS IN GROSS

JAMES PETER ROBERTSON,  
JANICE LEE ROBERTSON,  
LESLIE JAMES WILLIAM STEWART  
and ROGER NORMAN MACASSEY

Grantors

TELECOM NEW ZEALAND LIMITED

Grantee

Correct for the purposes of the  
Land Transfer Act

*M. J. Fealy*  
.....  
Solicitor for Grantee

92/1229  
3.27 14. NOV 96 9199611  
PARTICULARS REGISTERED IN REGISTER  
LAND REGISTRY AGO  
ASST. DIR. OF TRAR. Waddor



919961.6 TE

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENTS IN GROSS

WHEREAS JAMES PETER ROBERTSON of Cardrona, Farmer (as to a one-third share), and JANICE LEE ROBERTSON, of Cardrona, Married Woman (as to a a one-third share), and LESLIE JAMES WILLIAM STEWART of Dunedin, Chartered Accountant and ROGER NORMAN MACASSEY of Dunedin, Solicitor (as to a one-third share jointly inter se) (hereinafter called "the Grantors") are registered as proprietor of an estate in leasehold, subject however as to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of Otago containing 1825.3414 hectares more or less being the residue of Run 505C Cardrona Survey District as more particularly recorded in Pastoral Lease P.254 which is recorded in the Register Book as Volume A2 Folio 1229 and which is SUBJECT TO Agreements pursuant to the Soil Conservation and Rivers Control Act 1941 551799 and 571424 and Mortgages 528967, 565342/3 and 577638/1 ("the Servient Land").

AND WHEREAS the Grantors have agreed to transfer and grant to TELECOM NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington (hereinafter with its successors and assigns called "the Grantee") certain easements in gross as specified herein over parts of the Servient Land with the rights and conditions hereinafter set forth

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and for the consideration hereinafter set forth the Grantors HEREBY TRANSFER AND GRANT to the Grantee the following easements in gross for all time from the date hereof upon and subject to the terms covenants and conditions hereinafter set forth:

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- (a) A right of way easement in gross over that part of the Servient Land which is marked "i" to "j" on Survey Office Plan S024011 (hereafter called "the Right of Way").
- (b) An easement in gross six (6) metres in width over that part of the Servient Land centred on the line marked "FF" to "HH" on Survey Office Plan S024011 for the conveyance of electricity to the Easement Land by means of overhead or underground lines (such strip of land being hereafter called "the electricity line easement").

AND THE GRANTORS AND THE GRANTEE COVENANT AS FOLLOWS:

1. THE Grantee has paid to the Grantors the sum of FIVE HUNDRED DOLLARS (\$500.00) plus GST (if any) (the receipt whereof is hereby acknowledged) in consideration of the grant of easements evidenced hereby.

2. THE Grantee shall be entitled to lay and maintain an overhead or underground line or lines (as hereinafter defined) along the electricity line easement.

3. IN order to construct or maintain the efficiency of any of the aforesaid works the Grantee shall have the full free uninterrupted and unrestricted right; liberty and privilege for the Grantee, its servants, agents, workmen and invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Servient Land and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing

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the works or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the said land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the aforesaid operations is repaired.

4. THE Grantee will from time to time repair and make good all damage to fences, gates and erections upon the Servient Land directly caused by the Grantee carrying out any works in terms of Clause 3.

5. THE Grantors will not without the written permission of the Grantee:

- (i) grow or permit to be grown any trees, shrubs or bushes of any description or
- (ii) erect or permit to be erected any improvement or fences

on the Servient Land which will interfere with the rights granted by this Transfer and will not at any time hereafter do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted pursuant to this Transfer are interfered with or affected.

6. THE Grantors shall not be liable for any damage which may be caused to any of the works by stock or which may be caused otherwise than through the wilful act or default of the Grantors or the Grantors' servants, agents, or invitees.

-4-

7(a) THE Grantee shall be entitled to transfer or assign any rights hereby granted to Telecom Corporation of New Zealand Limited or to one or more of that company's subsidiary or related companies (within the meaning of the Companies Act 1993 or any enactment in amendment or substitution thereof) whether or not they are formed before or after the date of this Transfer, and the same rights to transfer or assign shall be available to any such company to whom those rights are transferred or assigned and the Grantee may also transfer or assign such rights to any other person or corporation subject to its obtaining the written consent of the Grantors which shall not be unreasonably or arbitrarily withheld.

(b) If the Servient Land is transferred or subdivided the Grantors will give written notice thereof to the Grantee forthwith upon the happening of such event together with details of the address of any person who becomes or is to become the registered proprietor of the Servient Land or any part thereof.

8. THE Grantee will bear the full costs of the installation of its equipment and such legal and survey costs as are incurred in the preparation and execution of this Transfer, together with the reasonable legal costs of the Grantors relating to the perusal, execution and registration of this Transfer.

9. THE rights implied in easements of vehicular right of way as contained in the Ninth Schedule of the Property Law Act 1952 shall not apply to the grant of right of way created by this Transfer. The Grantee shall be responsible for maintaining the existing track situated on the right of way easement to a metal surface standard that enables it to be used by four-wheel drive vehicles.

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

11. THE Grantee shall be entitled to surrender this easement at any time by giving to the Grantors notice in writing to that effect and forthwith upon receipt of such notice the Grantors shall join with the Grantee in executing and registering a surrender of this grant and the Grantee will remove all its works and restore the Servient Land as nearly as possible to its condition immediately prior to the undertaking of such removal.

12. ANY differences or disputes which may arise between the parties hereto touching or concerning this Transfer or any fact or thing to be done, suffered or omitted in pursuance hereof or touching or concerning the construction of this Transfer except as otherwise expressly provided shall be referred to the Arbitration in New Zealand of a single arbitrator agreed upon by the parties or failing agreement, of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before their entering upon the reference) in accordance with the Arbitration Act 1908 or any amendment thereto or re-enactment thereof for the time being in force.

13. IN this Instrument unless a contrary intention appears:

"telecommunication" means the conveyance, transmission, emission or reception of signs, signals, impulses, writing, images,



-6-

sounds, instructions, information or intelligence of any nature whether by electromagnetic waves or not at any frequency and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunications;

"line or lines"

means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunication or for the transmission of electricity and includes any pole, tower, mast, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"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

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purpose of or in relation to or in any way connected with telecommunication and includes "existing works" as defined by the Telecommunications Act 1987 and its amendments.

IN WITNESS WHEREOF these presents have been executed the 24<sup>th</sup> day of OCTOBER 1995.

SIGNED on behalf of.  
~~THE COMMON SEAL of~~ )  
~~TELECOM NEW ZEALAND LIMITED~~ )  
~~was hereunto affixed~~ )  
~~in the presence of:~~ )

..... *O. B. McMillen* ..... Director  
Oliver Benton McMillen

..... *M. E. Wylie* ..... ~~Director/Secretary~~  
Director  
Martin Edward Wylie

SIGNED by the said )  
JAMES PETER ROBERTSON as a )  
Grantor in the presence of: )

Witness: ..... *J. P. Robertson* ..... )  
Occupation: *Partner* ..... )  
Address: *47. Hamilton Road, Waverley* ..... )  
*Andrew John Australian*

SIGNED by the said )  
JANICE LEE ROBERTSON as a )  
Grantor in the presence of: )

*J. Robertson*

Witness: *Jill Banwell* ..... JILL LISE BANWELL.

Occupation: *Solicitor* .....

Address: *Dunedin* .....

JILL L BANWELL  
SOLICITOR  
DUNEDIN

SIGNED by the said )  
LESLIE JAMES WILLIAM STEWART as )  
a Grantor in the presence of: )

*Leslie Stewart*

Witness: *Greene Murray Stout* .....  
GREENE MURRAY STOUT

Occupation: *Executive Cook* .....  
Executive Cook

Address: *Solicitors Dunedin* .....

SIGNED by the said )  
ROGER NORMAN MACASSEY as a )  
Grantor in the presence of: )

*R. Macasse*

Witness: *Andrew John Anderson* .....  
ANDREW JOHN ANDERSON

Occupation: *Solicitor* .....

Address: *Dunedin* .....

~~HER MAJESTY THE QUEEN~~ the registered proprietor of the fee simple estate in all the land comprised and described in Certificate of Title A2/1229 and the Lessor under the pastoral lease recorded therein HEREBY CONSENTS to the registration of the within written Memorandum of Transfer and grant of easements in gross, but without prejudice to Her rights remedies and powers under the said lease.

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN by the )  
District Manager/Chief Surveyor )  
Department of Survey and Land )  
Information in the presence of: )

THE RURAL BANKING AND FINANCE CORPORATION OF NEW ZEALAND the Mortgagee of the land comprised and described in Certificate of Title A2/1229 (Otago Registry) under and by virtue of Mortgages Nos 528967 and 565342/3 HEREBY CONSENTS to the registration of the within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights remedies and powers under the said mortgages.

SIGNED by the said )  
THE RURAL BANKING AND FINANCE )  
CORPORATION OF NEW ZEALAND )

TRUST BANK OTAGO LIMITED

~~OTAGO SAVINGS BANK~~ the Mortgagee of the land comprised and described in Certificate of Title A2/1229 (Otago Registry) under and by virtue of Mortgage No 597638/1 HEREBY CONSENTS to the registration of the within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights remedies and powers under the said mortgage.

~~SIGNED by the said~~ )

~~OTAGO SAVINGS BANK~~ )

**TRUST BANK NEW ZEALAND LIMITED**

**CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY**

We, **KORI KAY MCDUFF**  
and **MARIE LOUISE COWLES**  
certify that:

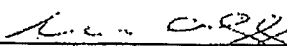
of Christchurch  
of Christchurch


1. **By a Deed of Attorney dated 28th November 1994 ("Deed"), we were appointed Attorneys of the Bank in respect of the matters specified in the Deed;**
2. **COPIES of that Deed are deposited in the Land and Deeds Registry Offices at:**

Auckland	No	C689056.1	Hokitika	No	099935.1
Blenheim	No	177325.1	Invercargill	No	226696.2
Christchurch	No	A148053A/1	Napier	No	617281.1
Dunedin	No	871104/1	Nelson	No	344247.1
Gisborne	No	G200821.1	New Plymouth	No	416782.1
Hamilton	No	B243707.1	Wellington	No	B409023.1
3. **AT the date hereof we are both Documentation Execution Officers, Trust Bank New Zealand Limited.**
4. **AT the date hereof we have not received any notice of the winding up of the Bank or other revocation of the Deed.**

DATED this 26<sup>th</sup> day of September 1995

SIGNED:

  
 \_\_\_\_\_  
**KORI KAY MCDUFF**  
 Documentation Execution Officer

  
 \_\_\_\_\_  
**MARIE LOUISE COWLES**  
 Documentation Execution Officer

Trust Bank New Zealand Limited as Mortgagee under and by virtue of Mortgage 597638/1 **HEREBY CONSENTS** to the within Memorandum of Transfer and grant of easements in gross without prejudice to its rights under the said Mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of Part VA of the Companies Act 1955.

Dated this 26<sup>th</sup> day of September 1995.

EXECUTED by the Mortgagee  
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: [Signature] and [Signature]

Name:	KORI KAY MCDUFF	MARIE LOUISE COWLES
Office:	Document Execution Officer	Document Execution Officer
Address:	Christchurch	Christchurch

In the presence of:

[Signature]  
Witness:

Correct for the purposes of  
the Land Transfer Act 1952

ANTHONY POWER  
Witness Name:

Bank Officer  
Occupation:

P O Box 203  
Christchurch  
Address:



**Certificate of Non-Revocation of Delegation of Power of Attorney**

I, **WILLIAM ALLAN MASON** Area Chief Manager of Otago Area Office, Dunedin in New Zealand  
 HEREBY CERTIFY that:

1) By Deed dated 17 November 1992 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.437380.1	Hokitika	as No.	093356.1
Blenheim	as No.	166109.1	Invercargill	as No.	205198.1
Christchurch	as No.	A.033435.1	Napier	as No.	583965.1
Dunedin	as No.	821487.1	Nelson	as No.	322991.1
Gisborne	as No.	G.190113.1	New Plymouth	as No.	396792.1
Hamilton	as No.	B.116233.1	Wellington	as No.	B.273065.1

('the Power of Attorney'), The National Bank of New Zealand Limited ('the Bank') did constitute and appoint that person for the time being and from time to time appointed by the Bank to act as the Chief Executive of the Bank ('the Attorney') to be the attorney or agent of the Bank to represent and act for, and in the name of, the Bank for all objects and purposes, and with the powers and authorities, set out in the Schedule to the Power of Attorney.

2) The Power of Attorney empowers the Attorney to delegate from time to time, either generally or specifically in writing, to any officer or employee of the Bank or of any other company in the Lloyds Bank Group for the time being, or any other person that the Attorney considers an appropriate delegate, all or any powers and authorities given to the Attorney under the provisions of paragraph 12 of the Schedule to the Power of Attorney (but not further or otherwise) so that that delegate will have, and be able to exercise, all those powers and authorities (but without power to delegate) as fully and effectually as the Attorney would have done.

3) By instrument dated 29 October 1993 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.563753	Hokitika	as No.	097120
Blenheim	as No.	172603	Invercargill	as No.	217124
Christchurch	as No.	A.094799.2	Napier	as No.	601815.1
Dunedin	as No.	847961	Nelson	as No.	334890
Gisborne	as No.	195438.1	New Plymouth	as No.	407862
Hamilton	as No.	B.184818.1	Wellington	as No.	B.355496.1

JOHN ANTHONY ANDERSON of Wellington, being the then Chief Executive of the Bank, delegated all of the powers and authorities given to him under the provisions of paragraph 12 of the Schedule to the Power of Attorney to me (among others).

4) At the date of this Certificate, I have not received any notice of the revocation of that delegation of powers and authorities to me or notice of the winding-up of the Bank or other revocation of the Power of Attorney.

DATED at Dunedin this 11 SEP 1995 day of 19

*William Allan Mason*  
 .....



It is hereby certified that the above Memorandum of Mortgage was vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation Act 1989.

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited changed its name to The Rural Bank Limited (as evidenced by No. 771591) (OTAGO REGISTRY).

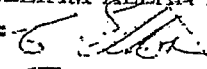
It is hereby further certified that the above Memorandum of Mortgage has become vested in The National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Limited Act 1994.

HER MAJESTY THE QUEEN the registered proprietor of the fee simple estate in all the land comprised and described in Certificate of Title A2/1229 and the Lessor under the pastoral lease recorded therein HEREBY CONSENTS to the registration of the within written Memorandum of Transfer and grant of easements in gross, but without prejudice to Her rights remedies and powers under the said lease.

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN by the )  
District Manager/Chief Surveyor )  
Department of Survey and Land )  
Information in the presence of: )

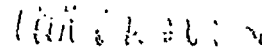
THE NATIONAL BANK OF NEW ZEALAND LIMITED the Mortgagee of the land comprised and described in Certificate of Title A2/1229 (Otago Registry) under and by virtue of Mortgages Nos 528967 and 565342/3 HEREBY CONSENTS to the registration of the within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights and remedies and powers under the said mortgages.

SIGNED by the said

THE NATIONAL BANK OF NEW ZEALAND LIMITED  
By its Attorney WILLIAM ALLAN MASON  
In the presence of: 

CORAL ELIZABETH EATHORNE  
BANK OFFICER  
DUNEDIN

The National Bank of  
New Zealand Limited  
By its Attorney



**Appendix 11 Copy of easement contained in transfer 919961.5 (on CIR OT18A/380) in favour of  
Telecom New Zealand Limited**

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NK 18A/380 189980

18A/380

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENTS IN GROSS

WHEREAS HER MAJESTY THE QUEEN (hereinafter called "the Grantor") is registered as proprietor of an estate in fee simple, subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon, in that piece of land situated in the Land Registration District of Otago containing 1825.3414 hectares more or less being the residue of Run 505C Cardrona Survey District which is the land described in Pastoral Lease P.254 and which is recorded in the Register Book as Volume A2 Folio 1229, and which is SUBJECT TO the Agreements pursuant to the Soil Conservation and Rivers Control Act 1941 551799 and 571424; and Mortgages 528967, 565342/3 and 597638/1 ("the Servient Land").

AND WHEREAS the Grantor has agreed to transfer and grant to TELECOM NEW ZEALAND LIMITED a duly incorporated company having its registered office at Wellington (hereinafter with its successors and assigns called "the Grantee") certain easements in gross as specified herein over parts of the Servient Land with the rights and its conditions hereinafter set forth

0000049175  
New Zealand Stamp Duty - Duty  
Self assessed duty \$12,222,220.00

NOW THIS MEMORANDUM OF TRANSFER WITNESSES that in pursuance of the said agreement and for the consideration hereinafter set forth the Grantor HEREBY TRANSFERS AND GRANTS to the Grantee the following easements in gross for all time from the date hereof upon and subject to the terms covenants and conditions hereinafter set forth:

- (a) A right of way easement in gross over that part of the Servient Land which is marked "i" to "j" on Survey Office Plan S024011 (hereafter called "the Right of Way").

AS

YEC 919961.5 Deed of E  
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PERMIT TO COPY FOR PRIVATE USE ONLY. NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE OFFICE OF THE INFORMATION COMMISSIONER.

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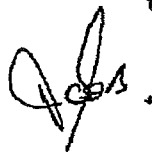
(b) An easement in gross six (6) metres in width over that part of the Servient Land centred on the line marked "FF" to "HH" on Survey Office Plan SO24011 for the conveyance of electricity to the Easement Land by means of overhead or underground lines (such strip of land being hereafter called "the electricity line easement").

AND THE GRANTOR AND THE GRANTEE COVENANT AS FOLLOWS:

1. THE Grantee has paid to the Grantor the sum of ONE DOLLAR (\$1.00) (the receipt whereof is hereby acknowledged) in consideration of the grant of easements evidenced hereby. Such payment is inclusive of any Goods and Services Tax payable in respect of such grant of easement.

2. THE Grantee shall be entitled to lay and maintain an overhead or underground line or lines (as hereinafter defined) along the electricity line easement.

3. IN order to construct or maintain the efficiency of any of the aforesaid works the Grantee shall have the full free uninterrupted and unrestricted right, liberty and privilege for the Grantee, its servants, agents, workmen and invitees with any tools, implements, machinery, vehicles or equipment of whatsoever nature necessary for the purpose to enter upon and go pass and repass by vehicle, air or foot over the Servient Land and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining and renewing the works or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the said land and that the surface is restored as nearly



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frequency" and whether for the information of any person or not and includes any electronic power supply whether underground or overground incidental to telecommunications;

"line or lines"

means a wire or wires, cable or a conductor of any other kind (including a fibre optic cable) used or intended to be used for telecommunication or for the transmission of electricity and includes any pole, tower, mast, insulator, casing, transformer, fixture (major or minor), tunnel or other equipment or material used or intended to be used for supporting, enclosing, surrounding, or protecting any such wire, wires, conductor, cable or fibre optic cable and also includes any part of a line and includes "existing lines" as defined by the Telecommunications Act 1987 and its amendments;

"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

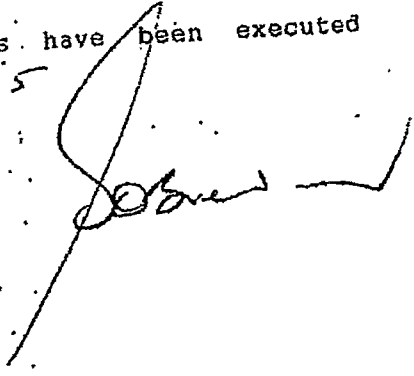
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"existing works" as defined by the Telecommunications Act 1987 and its amendments.

IN WITNESS WHEREOF these presents have been executed the 24<sup>th</sup> day of October 1995

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



*Lynette Porter*  
Witness:

Occupation: LYNETTE PORTER  
TEAM MEMBER  
NATIONAL OFFICE  
Address: DEPARTMENT OF SURVEY & LAND INFORMATION  
WELLINGTON

SIGNED on behalf of ~~THE COMMON SEAL~~ of TELECOM NEW ZEALAND LIMITED was hereunto affixed in the presence of:

*O. Denton McMillen*  
Director  
Oliver Denton McMillen

*M. Edward Wylie*  
Director/Secretary  
Martin Edward Wylie





Trust Bank New Zealand Limited as Mortgagee under and by virtue of Mortgage 597638/1  
**HEREBY CONSENTS** to the within Memorandum of Transfer and grant of easements in gross  
without prejudice to its rights under the said Mortgage.

The within Mortgage has become the property of Trust Bank New Zealand Limited by virtue of  
Part VA of the Companies Act 1955.

Dated this 26<sup>th</sup> day of September 1995

EXECUTED by the Mortgagee  
TRUST BANK NEW ZEALAND LIMITED

by its duly appointed attorney: [Signature] and [Signature]

Name:	<b>KORI KAY MCDUFF</b>	<b>MARIE LOUISE COWLES</b>
Office:	<b>Document Execution Officer</b>	<b>Document Execution Officer</b>
Address:	<b>Christchurch</b>	<b>Christchurch</b>

In the presence of:

[Signature]  
Witness:

Correct for the purposes of  
the Land Transfer Act 1952

ANTHONY POWER  
Witness Name:

Bank Officer  
Occupation:

P O Box 203  
Christchurch  
Address:

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HER MAJESTY THE QUEEN the registered proprietor of the fee simple estate in all the land comprised and described in Certificate of Title A2/1229 and the Lessor under the pastoral lease recorded therein HEREBY CONSENTS to the registration of the within written Memorandum of Transfer and grant of easements in gross, but without prejudice to Her rights remedies and powers under the said lease.

SIGNED for and on behalf of )  
HER MAJESTY THE QUEEN by the )  
District Manager/Chief Surveyor )  
Department of Survey and Land )  
Information in the presence of: )

TRUST BANK OTAGO LIMITED the Mortgagee of the land comprised and described in Certificate of Title A2/1229 (Otago Registry) under any by virtue of Mortgage No. 597638/1 HEREBY CONSENTS to the registration of the within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights remedies and powers under the said mortgage.

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**Certificate of Non-Revocation of Delegation of Power of Attorney**

**I, WILLIAM ALLAN MASON** Area Chief Manager of Otago Area Office, Dunedin in New Zealand  
HEREBY CERTIFY that:

1) By Deed dated 17 November 1992 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.437380.1	Hokitika	as No.	093356.1
Blenheim	as No.	166109.1	Invercargill	as No.	205198.1
Christchurch	as No.	A.033435.1	Napier	as No.	583965.1
Dunedin	as No.	821487.1	Nelson	as No.	322991.1
Gisborne	as No.	G.190113.1	New Plymouth	as No.	396792.1
Hamilton	as No.	B.116233.1	Wellington	as No.	B.273065.1

(the Power of Attorney), The National Bank of New Zealand Limited (the Bank) did constitute and appoint that person for the time being and from time to time appointed by the Bank to act as the Chief Executive of the Bank (the Attorney) to be the attorney or agent of the Bank to represent and act for, and in the name of, the Bank for all objects and purposes, and with the powers and authorities, set out in the Schedule to the Power of Attorney.

2) The Power of Attorney empowers the Attorney to delegate from time to time, either generally or specifically in writing, to any officer or employee of the Bank or of any other company in the Lloyds Bank Group for the time being, or any other person that the Attorney considers an appropriate delegate, all or any powers and authorities given to the Attorney under the provisions of paragraph 12 of the Schedule to the Power of Attorney (but not further or otherwise) so that that delegate will have, and be able to exercise, all those powers and authorities (but without power to delegate) as fully and effectually as the Attorney would have done.

3) By instrument dated 29 October 1993 deposited in the Lands and Deeds Registry Office at:

Auckland	as No.	C.563753	Hokitika	as No.	097120
Blenheim	as No.	172603	Invercargill	as No.	217124
Christchurch	as No.	A.094799.2	Napier	as No.	601815.1
Dunedin	as No.	847961	Nelson	as No.	334890
Gisborne	as No.	195438.1	New Plymouth	as No.	407862
Hamilton	as No.	B.184818.1	Wellington	as No.	B.355496.1

JOHN ANTHONY ANDERSON of Wellington, being the then Chief Executive of the Bank, delegated all of the powers and authorities given to him under the provisions of paragraph 12 of the Schedule to the Power of Attorney to me (among others).

4) At the date of this Certificate, I have not received any notice of the revocation of that delegation of powers and authorities to me or notice of the winding-up of the Bank or other revocation of the Power of Attorney.

DATED at Dunedin this **11 SEP 1995** day of **19**

*William Allan Mason*

It is hereby certified that the above Memorandum of Mortgage was vested in Rural Banking and Finance Corporation of New Zealand Limited by virtue of the provisions of the Rural Banking and Finance Corporation Act 1989.

It is hereby further certified that the said Rural Banking and Finance Corporation of New Zealand Limited changed its name to The Rural Bank Limited (as evidenced by No. 771591) (OTAGO REGISTRY).

It is hereby further certified that the above Memorandum of Mortgage has become vested in The National Bank of New Zealand Limited by virtue of the National Bank of New Zealand Limited Act 1994.

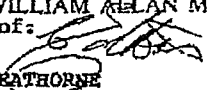
APR 1981 - JUN 1981 - APR 1982 - JUN 1982 - APR 1983 - JUN 1983 - APR 1984 - JUN 1984 - APR 1985 - JUN 1985 - APR 1986 - JUN 1986 - APR 1987 - JUN 1987 - APR 1988 - JUN 1988 - APR 1989 - JUN 1989 - APR 1990 - JUN 1990 - APR 1991 - JUN 1991 - APR 1992 - JUN 1992 - APR 1993 - JUN 1993 - APR 1994 - JUN 1994 - APR 1995 - JUN 1995 - APR 1996 - JUN 1996 - APR 1997 - JUN 1997 - APR 1998 - JUN 1998 - APR 1999 - JUN 1999 - APR 2000 - JUN 2000 - APR 2001 - JUN 2001 - APR 2002 - JUN 2002 - APR 2003 - JUN 2003 - APR 2004 - JUN 2004 - APR 2005 - JUN 2005 - APR 2006 - JUN 2006 - APR 2007 - JUN 2007 - APR 2008 - JUN 2008 - APR 2009 - JUN 2009 - APR 2010 - JUN 2010 - APR 2011 - JUN 2011 - APR 2012 - JUN 2012 - APR 2013 - JUN 2013 - APR 2014 - JUN 2014 - APR 2015 - JUN 2015 - APR 2016 - JUN 2016 - APR 2017 - JUN 2017 - APR 2018 - JUN 2018 - APR 2019 - JUN 2019 - APR 2020 - JUN 2020 - APR 2021 - JUN 2021 - APR 2022 - JUN 2022 - APR 2023 - JUN 2023 - APR 2024 - JUN 2024 - APR 2025 - JUN 2025



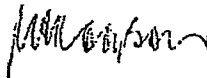
THE NATIONAL BANK OF NEW ZEALAND LIMITED the Mortgagee of the land comprised and described in Certificate of Title A2/1229 (Otago Registry), under and by virtue of Mortgages Nos 528967 and 565342/3 HEREBY CONSENTS to the registration of the within Memorandum of Transfer and grant of easements in gross, but without prejudice to its rights and remedies and powers under the said mortgages.

SIGNED by the said

THE NATIONAL BANK OF NEW ZEALAND LIMITED  
By its Attorney WILLIAM ALLAN MASON  
In the presence of:

  
CORAL ELIZABETH MATHORNE  
BANK OFFICER  
DUNEDIN

The National Bank of  
New Zealand Limited  
By its Attorney



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SIGNED by the said  
JANICE LEE ROBERTSON as Lessee  
in the presence of:

*JLR Robertson*

Witness: ... *Jill Banwell* .....  
JILL LISE BANWELL.

Occupation: *Solicitor* .....

Address: ... *Dunedin* .....

JILL L BANWELL  
SOLICITOR  
DUNEDIN

SIGNED by the said  
LESLIE JAMES WILLIAM STEWART as  
Lessee in the presence of:

*LS Stewart*

Witness: ... *Greene Mervyn Stout* .....  
Occupation: *Y. an. clerk & Cashier* .....

Address: ... *Solicitor Dunedin* .....

SIGNED by the said  
ROGER NORMAN MACASSEY as Lessee  
in the presence of:

*RM Macassey*

Witness: ... *William James Tom Anderson* .....

Occupation: *Vendor* .....

Address: ... *Dunedin* .....

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*18A/380*

MEMORANDUM OF TRANSFER AND GRANT  
OF EASEMENTS IN GROSS

HER MAJESTY THE QUEEN

Grantor

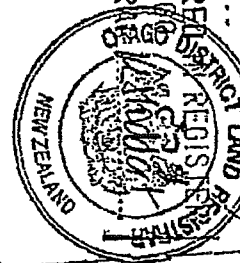
TELECOM NEW ZEALAND LIMITED

Grantee

Correct for the purposes of the  
Land Transfer Act

*[Signature]*  
.....  
Solicitor for Grantee

3.27 14.NOV.96  
PARTICULARS ENTERED IN  
LAND REGISTRY ONLINE  
ASST. LAND REGISTRAR



*92/1225*

*18A/380*

McVEAGH FLEMING  
SOLICITORS  
AUCKLAND

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**Appendix 12 Copy of easement contained in transfer 6827967.1 (on CIR OTA2/1229) in favour of Infinity Hillend Developments Limited**

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**RIGHT OF WAY EASEMENT**

**YEC 6827967.1 Deed of**

Cpy - 01/03, Pgs - 013, 13/04/06, 08:03



DocID: 110743411

THIS DEED made this *7<sup>th</sup>* day of *April* 2006

**PARTIES:**

1. Grantor: **THE COMMISSIONER OF CROWN LANDS** pursuant to the Land Act 1948.
2. Grantee: **INFINITY HILLEND DEVELOPMENTS LIMITED**
3. Lessee: **JAMES PETER ROBERTSON, LESLIE JAMES WILLIAM STEWART AND ROGER NORMAN MACASSEY**

**BACKGROUND:**

- A. The Grantor has granted to the Lessee a Lease under Section 83 of the Land Act 1948 of the land described in Schedule A to this Deed ("the Servient land").
- B. The Grantee is the registered proprietor of the land described in Schedule B to this Deed ("the Dominant land").
- C. The Grantor has agreed to grant the Grantee the right of way easement sought over the Servient land on the terms and conditions now stated.

**AGREEMENT:**

**NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:-**

**1. Interpretation**

1.1 In this agreement, unless the context otherwise requires:

"Commencement date" means the date of this Deed;

"Deed" means this Agreement executed as a Deed;

"Easement Land" means that part of the Servient land marked "A" on Survey Office Plan 358989;

"Grantee" means servants, agents, employees, workers and contractors, any licensee, lessee or tenant of the Grantee;

"Lessee" means James Peter Robertson, Leslie James William Stewart and Roger Norman Macassey;

"Pastoral Lease" means Lease Number P.254 under Section 83 of the Land Act 1948 of the Servient Land contained in Certificate of Title OTA2/1229, legal

*RAZ*

description Part Run 505C and Section 17 Block IX Cardrona Survey District and Section 7 Survey Office Plan 300466, entered into between the Grantor as Lessor and the Lessee.

**2. Grant of Right of Way**

2.1 Pursuant to Section 60 of the Land Act 1948 in consideration of the sum of FIVE THOUSAND DOLLARS plus GST (\$5000.00 plus GST) paid by the Grantee to the Grantor (receipt of which is acknowledged) the Grantor does hereby TRANSFER AND GRANT to the Grantee a right of way easement over the Easement Land to be forever appurtenant to the Dominant land, in perpetuity

2.2 The Grantee will observe the obligations imposed on it by this Deed.

**3. Rights in Connection with Right of Way**

3.1 In substitution for any and all of the rights set out in the Ninth Schedule to the Property Law Act 1952 the Grantee together with the Grantee's servants, tenants, agents, workmen, licencees and invitees (in common with the Grantor, the Grantor's tenants and any other person lawfully entitled) shall have the right at all times by day and by night to go, pass and re-pass with or without vehicles, machinery and implements of any kind over and along the Easement Land subject to the terms and conditions set out in this Deed.

3.2 The Grantee shall have the following rights and powers:

3.2.1 The right at the Grantee's cost to establish vehicular access way where no such access way exists, and to effect necessary repairs to any existing vehicular access way and to carry out any necessary maintenance and upkeep where necessary on the Easement Land.

3.2.2 The right to have the Easement Land kept clear at all times of obstructions that are caused by parked vehicles, deposited materials or unreasonable impediment to the use and enjoyment of the right of way easement.

3.2.3 The right of entry onto the Servient Land with or without machinery, plant and equipment for the aforesaid purposes PROVIDED THAT the Grantee shall cause as little disturbance to the Servient land as is possible and restore the surface of the Servient land as nearly as possible to its original condition following any work on the Easement Land.

3.3 For the avoidance of doubt, the covenants implied in certain rights of way as contained in the Ninth Schedule of the Property Law Act 1952 are hereby expressly excluded.

**4. Obligations of the Grantee**

4.1 In exercising any of its rights and powers in connection with the easement granted by this Deed the Grantee shall at all times:

4.1.1 Keep to any designated tracks on the Servient Land.

RSZ

- 4.1.2 Keep any gates on the Servient land closed after use by the Grantee.
- 4.1.3 Take reasonable precautions to guard against danger on the Servient land.
- 4.1.4 Not cause damage or disturbance to the surface of the Servient land and/or restore to former condition if the Servient land is damaged or disturbed as a result of any action permitted by this Deed.
- 4.1.5 At the Grantee's cost maintain and repair the vehicular access way and any tracks on the Easement Land required by the Grantee for or in connection with the rights conferred by this Deed to the standard of maintenance and repair reasonably required by the Grantor.
- 4.1.6 Not use vehicles prohibited by the Grantor.
- 4.1.7 At the Grantee's cost maintain and repair any fences, gates, drains, buildings or other structures on the Easement Land when damage is caused to the same by the Grantee's actions.
- 4.1.8 Not create or permit to be created any obstruction of the Grantor or its agents, employees and contractors upon the Easement Land.
- 4.1.9 Not undertake or permit to be undertaken any activity other than those permitted by this Deed.
- 4.1.10 Compensate the Grantor for any damage to stock on the Servient land caused by the Grantee's actions.
- 4.1.11 Comply with all Statutes and Regulations applicable in connection with the exercise of any rights conferred by this Deed.

**5. Indemnity**

- 5.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, cost, expense, liability or proceedings suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of 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.

**6. Exclusion of Grantor's Liability**

- 6.1 The Grantee agrees that the Grantor shall not be liable 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).

**7. Termination**

- 7.1 The Grantor may bring this Deed to any end on notice if the Grantee breaches the terms of this Deed and such breach is not rectified within a reasonable time. On termination the Grantee will remove structures and restore the Grantors land to pre-easement conditions.

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7.2 If the Grantee fails to restore the Grantor's land to pre-easement conditions, the Grantor may restore the Grantor's land, remove structures and recover costs from the Grantee.

**8. Registration**

8.1 This Deed may be registered and both parties will do all things necessary to enable registration.

**9. Costs**

9.1 The Grantee shall meet the costs for preparation and registration of this Deed and for the installation of any structures or work required for the purposes of the rights created by this Deed.

**10. No Compensation**

10.1 The Grantee warrants that the Lessee under the Pastoral Lease waives its right to any compensation from the Grantor in respect of the grant of easements in this Deed pursuant to Section 60(1) of the Land Act 1948.

**11. Grantor's Right of Delegation**

11.1 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.

**12. Notices**

12.1 All notices and other communications required or permitted under this Deed must be in writing and delivered personally, send by registered post (within New Zealand), or sent by facsimile transmission (and promptly confirmed by registered post). Any such notice will be deemed given when so delivered personally, or if sent by facsimile transmission on the next following business day or the next day after sending by registered post in New Zealand at the address set out below or at such other addresses for a party as is specified by a like notice.

**Address for the Grantor:**

The office of the Commissioner of Crown Lands, Private Box 5501, Wellington  
Facsimile (04) 472 2244

**Address for the Grantee:**

Infinity Hill End Developments Limited  
c/- Berry & Co.  
Barristers & Solicitors  
PO Box 10  
Oamaru

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**13. Severability**

13.1 Where any part of this 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.

**14. Disputes**

14.1 All differences and disputes which may arise between the parties hereto or any of them touching concerning this Agreement or the construction thereof or the rights or liabilities of any parties hereunder shall be determined by arbitration of a single arbitrator if the parties can agree upon one or, failing such agreement, by two arbitrators (one to be appointed by the Grantor and the other by the Grantee) and their umpire in accordance with the Arbitration Act 1966 provided that this clause shall be subject in all respects of the provisions of Section 17 of the Land Act 1948.

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Schedule A


1834.9558 hectares more or less being Part Run 505C and Section 17 Block IX Cardrona Survey District and Section 7 Survey Office Plan 300466.

Schedule B

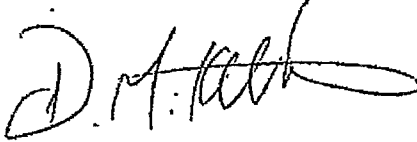
2179.6881 hectares more or less being Lot 1-2 Deposited Plan 300720 and Section 2 Survey Office Plan 24978, Certificate of Title 3634 (Otago Registry).

485.3840 hectares more or less being Lot 1-2 Deposited Plan 300144, Certificate of Title 1526 (Otago Registry).


*for* SIGNED by:- REBECCA JANE GILLESPIE  
**COMMISSIONER OF CROWN LANDS**  
as Grantor in the presence of:-



  
.....  
Authorised Signatory

DAVID MAURICE KELLEHER  
PORTFOLIO MANAGER.....Witness  
CROWN PROPERTY MANAGEMENT  
C/- LINZ NATIONAL OFFICE  
.....Address  
.....Occupation



SIGNED for an on behalf of:-  
**INFINITY HILLENDE DEVELOPMENTS LIMITED**  
as Grantee in the presence of:-

  
.....  
R H Robertson - Director

 (JOHN HOAG)  
.....Witness  
  
.....Address  
Accountant.....Occupation

Approved by Registrar-General of Land under No. 2002/5032  
**Annexure Schedule**

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

[ ]

Dated

[ ]

Page

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of

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pages

(Continue in additional Annexure Schedule, if required.)

**PYNE GOULD GUINNESS and PGG FINANCE LIMITED** as Mortgagee under Mortgage Number 951563.3 **HEREBY CONSENTS** to the registration of the attached Deed of Easement **BUT WITHOUT PREJUDICE** to the Banks rights powers and remedies of whatsoever nature under its said mortgage.

**DATED** this 11<sup>th</sup> day of April 2006

**EXECUTED** by the PGG Wrightson Ltd and PGG Wrightson Finance Ltd

~~Pyne Gould Guinness Limited and PGG Finance Limited~~

By its Attorney two authorised signatories  
in the presence of:

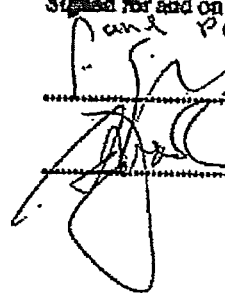
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Signature

.....  
Name

.....  
Address

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Occupation

..... finance  
Signed for and on behalf of PGG Wrightson Ltd  
and PGG Wrightson Ltd



.....  
Director/Authorised Person

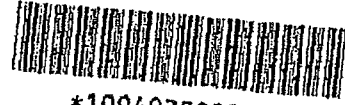
.....  
Director/Authorised Person

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Ministry of Economic  
Development  
Manatū ōhanga



Companies Office



\*10049750999\*

## CERTIFICATE OF AMALGAMATION

of

**PGG WRIGHTSON LIMITED  
(142962)**

This is to certify that pursuant to an order of the High Court of New Zealand made on the 7th day of October 2005 under Part XV of the Companies Act 1993:

WRIGHTSON LIMITED (030210) and  
PYNE GOULD GUINNESS LIMITED (142962)

amalgamated on the 7th day of October 2005 to become PYNE GOULD GUINNESS LIMITED which changed its name on amalgamation to PGG WRIGHTSON LIMITED.

I hereby certify that I have compared the within photocopy with the original document and the same is a true and correct copy thereof.

A Solicitor of the High Court of New Zealand

*Neville Harris*

Registrar of Companies

Dated this 7th day of October 2005

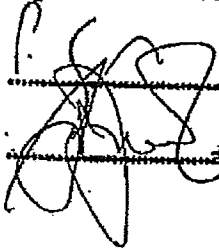
**Certificate of PGG Wrightson Finance Limited**

From 31 March 2003 Wrightson Finance Limited and PGG Finance Limited amalgamated pursuant to Part XIII of the Companies Act 1993, with Wrightson Finance Limited continuing as the amalgamated company. The amalgamated company has changed its name to PGG Wrightson Finance Limited on amalgamation.

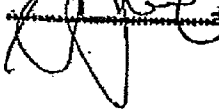
As a consequence of the amalgamation all property of the company known pre-amalgamation as PGG Finance Limited has become the property of the amalgamated company. Attached to this certificate is a certified copy of the certificate of amalgamation issued by the Registrar of Companies.

Signed by:

*Finance*  
~~Signed for and on behalf of PGG Wrightson Ltd~~

  
..... Director/Authorised Person

By authority of the  
Board of Directors of  
PGG Wrightson Finance Limited

  
..... Director/Authorised Person

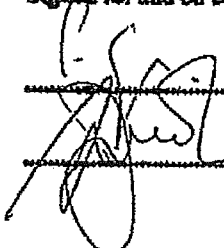
### Certificate of PGG Wrightson Limited

1. From 7 October 2005, Pyne Gould Guinness Limited (PGG) and Wrightson Limited (Wrightson) merged pursuant to Part XV of the Companies Act 1993, with PGG continuing as the merged company. The merged company then changed its name to PGG Wrightson Limited immediately following completion of the merger.
2. As a consequence of the merger all property of the company known pre-merger as Wrightson Limited has become the property of the merged company and all rights in respect of any security in favour of Wrightson Limited has become the property of PGG Wrightson Limited.
3. Attached to this certificate is a certified copy of the certificate of amalgamation issued by the Registrar of Companies.

**Signed by:**

By authority of the  
Board of Directors of  
  
PGG Wrightson Limited

Signed for and on behalf of PGG Wrightson Ltd

  
\_\_\_\_\_  
Director/Authorised Person  
  
\_\_\_\_\_  
Director/Authorised Person

### CONSENT OF LESSEE

JP Robertson, LJW Stewart and RM Macassay being the lessee pursuant to a lease granted under section 83 of the Land Act 1948, such estate and interest being comprised and recorded in Identifier OTA2/1229 (Otago Registry).

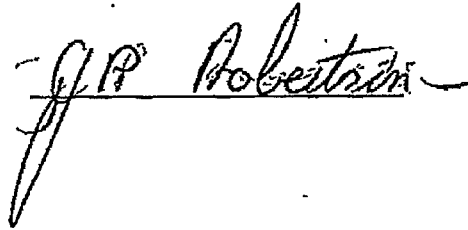
1. consents to the within Granted Easement from Her Majesty the Queen to Infinity Hillend Developments Limited;
2. acknowledges that it has received compensation from Infinity Hillend Developments Limited, and that such compensation has been paid in lieu of any payment that may be payable by Her Majesty the Queen pursuant to section 60(1) of the Land Act 1948;
3. waives its right to any compensation from Her Majesty the Queen in respect of the within Grant of Easement; and
4. consents to the noting if the within Grant of Easement against the title to the lease being the said Identifier OTA2/1229 (Otago Registry)

but otherwise without prejudice to its rights and remedies under the said lease.

Dated: 4. 4. 2006

Signed by:

**JAMES PETER ROBERTSON**



In the presence of

Witness

**GRAEME MURRAY STOUT**

Address

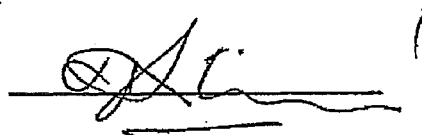
**LEGAL EXECUTIVE**

Occupation

**DUNEDIN**

Signed by:

**LESLIE JAMES WILLIAM STEWART**



In the presence of

Witness

*Julia Rain*

Address

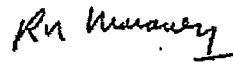
*139 Moray Place, Dunedin.*

Occupation

*WP Operator.*

Signed by:

**ROGER NORMAN MACASSEY**



In the presence of

Witness

**GRAEME MURRAY STOUT**

Address

**LEGAL EXECUTIVE**

Occupation

**DUNEDIN**

Landonline User ID: berrycoa

LODGING FIRM: Berry & Co

Address: PO Box 10

OAMARU

Uplifting Box Number: 6

ASSOCIATED FIRM:

Client Code / Ref: CAM

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:  
(LINZ Use only)

Priority Barcode/Date Stamp  
(LINZ use only)

Plan Number Pre-Allocated or  
to be Deposited:

Rejected Dealing Number:

FOR DEPOSIT ONLY  
12/04/2006 16:41  
0000008360 0001  
CHEQUE \*74.00

Priority Order	CT Ref.	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	See Schedule	YEC	The Commissioner of Crown Lands & Infinity Hilland Dev Lt	50.00	2					\$20	\$74.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? *[Signature]*

Subtotal (for this page)	\$74.00
Total for this dealing	\$74.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	\$74.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-885

LINZ Form P005

LINZ Form P005 - PDF



# TITLE SCHEDULE

Landonline User ID: berrycoa  
 LODGING FIRM: Berry & Co  
 Client Code / Ref: CAM

Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:	Line Number	CT Ref:
1	Fee Simple of OTA2/1229 1526 3634	9		13		17	
2		10		14		18	
3		11		15		19	
4		12		16		20	

**Appendix 13 Copy of easement contained in transfer 919546 (on CIR OTA2/1229) in favour of  
Acernus Investments Limited**

---

ORC FILE MC030, 96552/3

C417 919546 Certificate S

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DocID: 610135709

### CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991

600

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

**Acernus Investments Limited  
C/o Galloway Haggitt Sinclair  
P O Box 945, Dunedin**

being registered as holder of Licence for a Water Race No. 1126, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

**M E Weaver  
Manager Resource Administration**

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

Common Seal



**R W Scott  
Director Corporate Services**

**M L Rosson  
Chairperson**

15L PASL2/C417ACBR.DOC

22/10/96

ORC FILE MC030, 96552/3

**SCHEDULE**

**Land Affected**

part Run 505C, Cardrona Survey District, Pastoral Lease A2/1229 *e*

Pt Lot 2, DP 15722 and Lots 8, 9, 10, 11, & 12, DP 23852 Cardrona Survey District

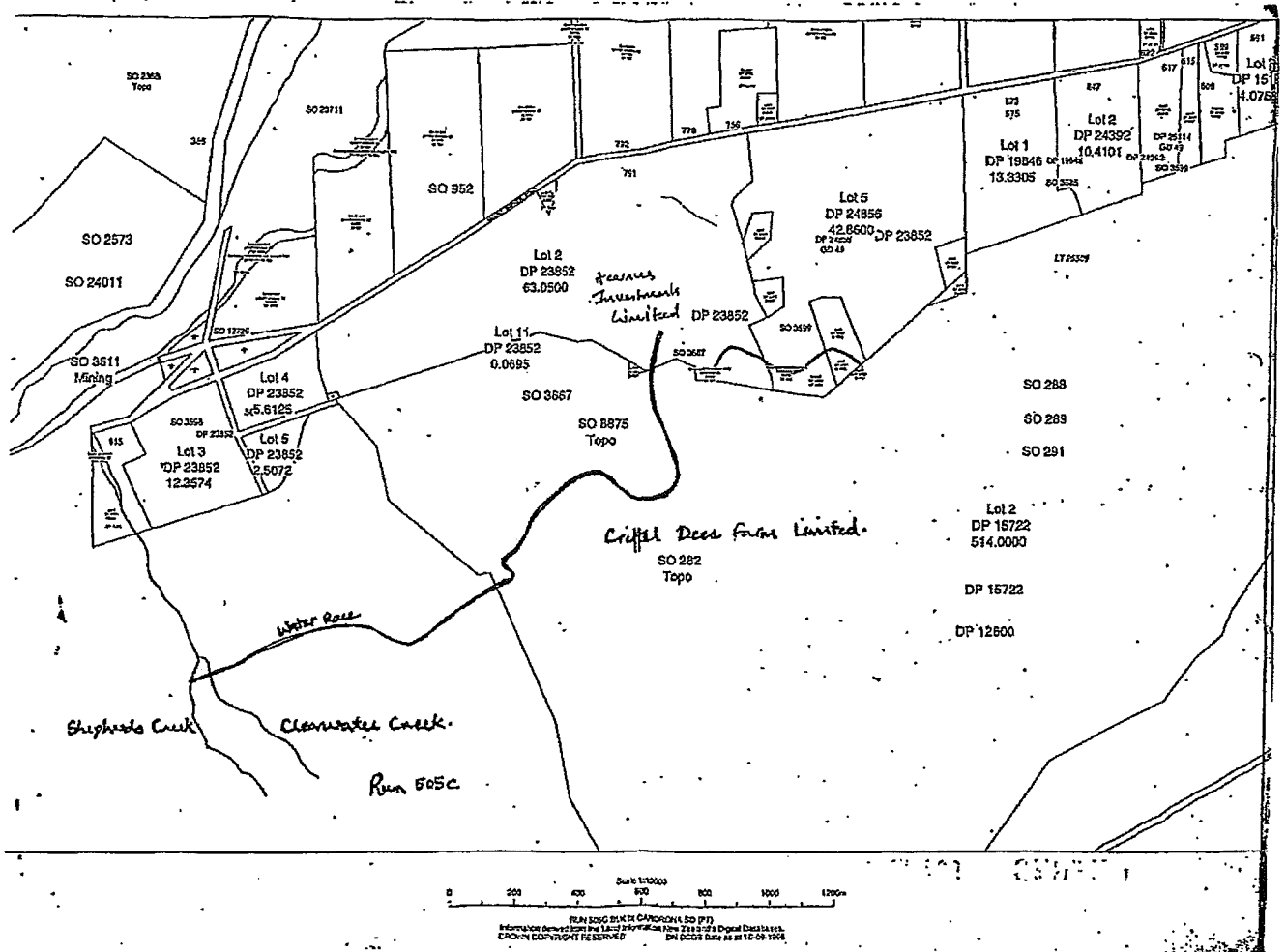
Pt Sections 2, 4, 15 and 16 Blk IX Cardrona Survey District

Pt Section 5 Block XIII Cardrona Survey District

Pt Sections 50, 51 & 56, Block I and part Section 9 Block II Lower Wanaka Survey District

Certificate of Title 16A/92

LKL.PASL2\0417ACER.DOC



3.04 08.NOV98

919546

PARTICULARS ENTERED  
LAND REGISTRY TAGO  
ASST. LAND REGISTRAR

A2/1229 (16A/9)

TC1536



RECALL FILE LABEL



F50000022066284

**Appendix 14 Copy of easement contained in transfer 970285.1 (on CIR OTA2/1229) in favour of  
Criffel Deer Farming Ltd and Mt Barker Ltd**

---

Under the Mining Act, 1908.

75 F.

September 12

6 time of marking out privilege applied **LICENSE FOR A WATER-RACE.**

2 1/2 p.m. on 26<sup>th</sup> August 1912

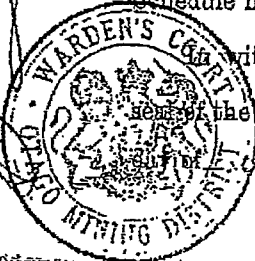
PURSUANT to the Mining Act, 1908, I, the undersigned, \_\_\_\_\_

\_\_\_\_\_ Henry Gibson Young \_\_\_\_\_, a Warden of the  
\_\_\_\_\_ Wtago \_\_\_\_\_ Mining District, do hereby grant to

(1) David Miller and George Ballantyne  
both of Mt. Barker Farmers  
this License for a water-race, as specified in the First Schedule hereto.

This license is granted for a term of forty-two years, commencing on the date hereof, subject to the terms, conditions, reservations, and provisions set out in the aforesaid Act and the regulations thereunder, and also to such additional terms, conditions, reservations, and provisions as are specified in the Second Schedule hereto.

In witness whereof I have hereunto subscribed my name, and affixed the seal of the Warden's Court at Pembroke \_\_\_\_\_, this 26<sup>th</sup> May \_\_\_\_\_, 1913.



FIRST SCHEDULE.

(1) Set out locality of race and nature of the proposed work as set forth in application, modified, however, so as to accord with the grant, adding such other particulars as are necessary, including plan of land if surveyed, number of heads authorized to be diverted, and purpose for which water is to be used.

(1) Locality of the race and of its starting and terminal points: starting at a point in Cardrona River 1480 yards up the river from and terminating at Section 46 Block 1 Lower Wanaka. Length and intended course of race: 1480 yards South West to North East. Points of intake: Cardrona River. Estimated time and cost of construction: Already constructed. Mean depth and breadth: depth 1 foot 6 inches breadth 2 feet. Number of heads to be diverted: three. Heads Purpose for which water is to be used: Irrigation and watering stock.

Mining REEPLIST



Under the Mining Act, 1908.

10 u.  
Date of September 12

**LICENSE FOR A WATER-RACE.**

Precise time of marking out privilege applied for: 2 1/2 p.m. on 26<sup>th</sup> August 1913

PURSUANT to the Mining Act, 1908, I, the undersigned, \_\_\_\_\_

Henry Gibson Young, a Warden of the Otago Mining District, do hereby grant to

(1) Full name, residence, and occupation.

(1) David Millie and George Ballantyne  
both of Mt. Barker Farmers  
this License for a water-race, as specified in the First Schedule hereto.

This license is granted for a term of forty-two years, commencing on the date hereof, subject to the terms, conditions, reservations, and provisions set out in the aforesaid Act and the regulations thereunder, and also to such additional terms, conditions, reservations, and provisions as are specified in the Second Schedule hereto.

A duplicate of the within license was issued on the 10th day of October 1967 pursuant to Application No. 108/67 in that behalf.

*Mining Registrar*




Witness whereof I have hereto subscribed my name, and affixed the seal of the Warden's Court at Pembroke, this 26<sup>th</sup> May, 1913.

**FIRST SCHEDULE.**

(2) Set out locality of race and nature of the proposed work as set forth in application, modified, however, so as to accord with the grant, adding such other particulars as are necessary, including plan of land if surveyed, number of heads authorized to be diverted, and purposes for which water is to be used.

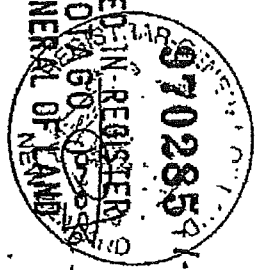
Locality of the race and of its starting and terminat points: starting at a point in Cardrona River 1480 yards up the river from and terminating at Section 46 Block 1 Lower Wanaka. Length and intended course of race: 1480 yards South West to North East. Points of intake: Cardrona River. Estimated time and cost of construction: Already constructed. Mean depth and breadth: depth 1 foot 6 inches breadth 21 feet. Number of heads to be diverted: three heads. Purpose for which water is to be used: Irrigation and watering stock.

DEPT. OF LAND

  
F5000001457389  
MWP\_0014569

10.05 25 JUN 99

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY ON 24 60 55 55  
FOR REGISTRAR - GENERAL OF LAND



MC030, 97129, 97635

C417 970285.1 Certificat

Copy - 01/01.Pijs - 1107.15/04/03.08:46



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**CERTIFICATE UNDER S. 417 OF THE RESOURCE MANAGEMENT ACT 1991**

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Criffel Deer Farm Ltd  
C/o Graeme Ramshaw  
P O Box 218  
Wanaka

Mt.Barker Ltd  
C/o Grant C Cochrane  
West Wanaka Station  
P O Box 119  
Wanaka

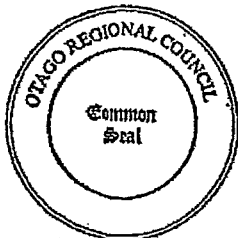
being registered as holders of Licences for Water Race Nos 75 & 88 Pembroke Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

M E Weaver  
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

R W Scott  
Director Corporate Services

Common Seal



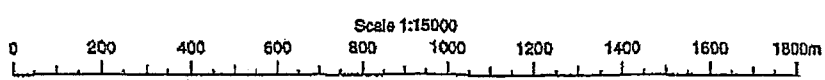
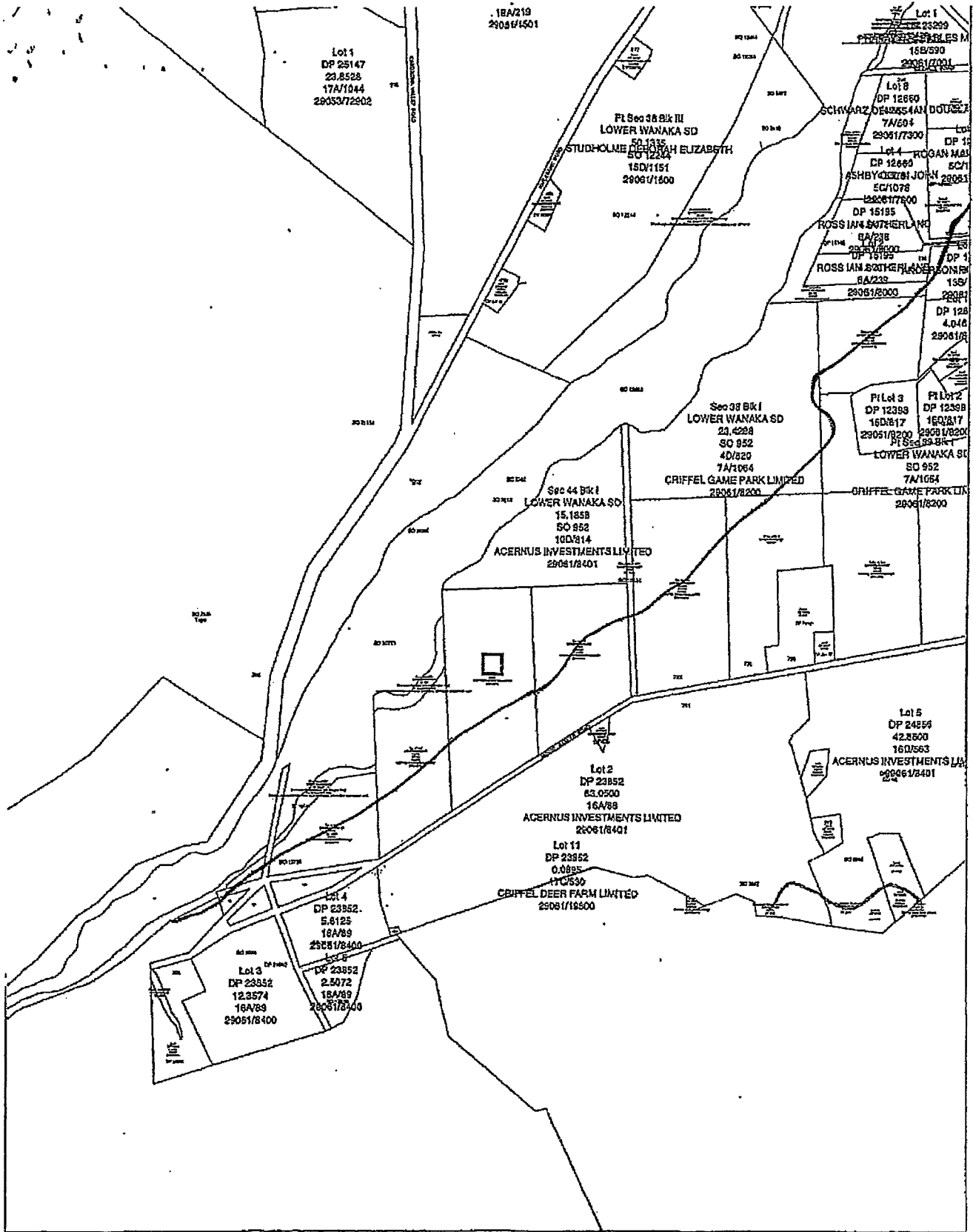
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G. N. Martin  
Chairperson  
18/11/99

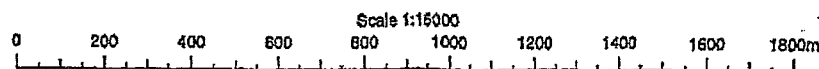
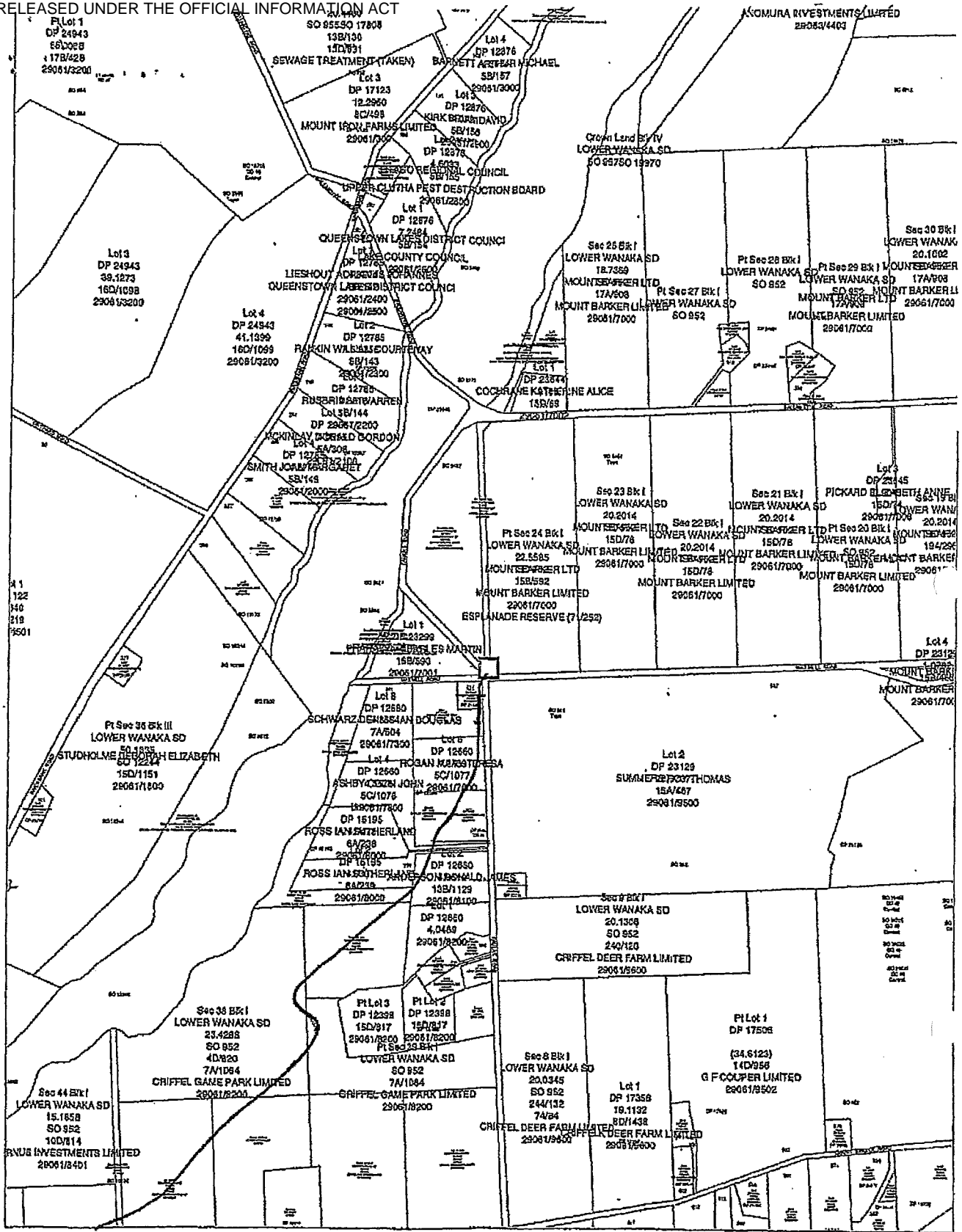
MC030, 97129, 97635

## SCHEDULE

Land Affected	Title Reference	Landowner
Run 505C Cardrona Survey District	Pastoral lease A2/1229	Leslie James William Stewart Rodger Norman Macassey James Peter Robertson
Part Section 49 Block I Lower Wanaka Survey District	16A/90	John & Anne Scurr
Sections 57 and 58 Block I Lower Wanaka Survey District	405/58	Acernus Investments Limited
Section 47 Block I Lower Wanaka Survey District	121/100	Acernus Investments Limited
Sections 46 and 45 Block I Lower Wanaka Survey District	16A/93	Acernus Investments Limited
Part Section 42 Block I Lower Wanaka Survey District	4D/842	Criffel Deer Farm Limited
Section 43 Block I Lower Wanaka Survey District	419/92	Criffel Deer Farm Limited
Section 38, Part Sections 39, 36, 35, 34 Block I Lower Wanaka Survey District	7A/1064	Criffel Deer Farm Limited
Lot 2 DP 12660 Lower Wanaka Survey District	13B/1129	R J Anderson
Lot 2 DP 15195 Lower Wanaka Survey District	6A/239	I S Ross
Lot 1 DP 15195	6A/238	I S Ross
Lot 4 DP 12660 Lower Wanaka Survey District	5C/1078	C J Ashby & W H Conway
Part Lot 5 DP 12660 Lower Wanaka Survey District	17D/540	John & Patricia Jane Carr
Lot 1 DP 25757	17D/539	John & Patricia Jane Carr
Lot 6 DP 12660 Lower Wanaka Survey District	5C/1077	M T Rogan
Lot 1 DP 21469 Lower Wanaka Survey District	13B/347	C R & M D Trimble
Lot 2 DP 21469 Lower Wanaka Survey District	13B/348	D M Donovan



SEC 46 BLK I LOWER WANAKA SD  
 TERRALINK NZ LTD (TerraView) - DCDB Data as at 04.08.98 Title & VNZ data as at 06.08.98.  
 Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.



FAULK'S ROAD  
 TERRALINK NZ LTD (Terraview)-DCDB Data as at 04.08.98Tilt & VNZ data as at 06.08.98.  
 Cadastral Information from LINZ Digital Cadastral Database (DCDB). CROWN COPYRIGHT RESERVED.

**Appendix 15 Copy of unregistered consented water take (consent No 96552) in favour of  
Acernus Investments Limited**

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## COUNTERPART

Consent No.:96552  
(Sub WR1126Cr)

### DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991

Name: Acernus Investments Ltd, P O Box 5546, Dunedin

Address: C/- Galloway Haggit Sinclair and Partners, P O Box 945, Dunedin

to take 100,000 litres of water per hour from Clearwater Creek

For a term expiring: 1 October 2021

For the purpose of: irrigation of 100 hectares in association with the exercise of 96553 (Sub WR 1126Cr)

Location: Clearwater Creek, Wanaka

Legal description of land adjacent to extraction point: Part Run 505C Block IV Cardrona Survey District.

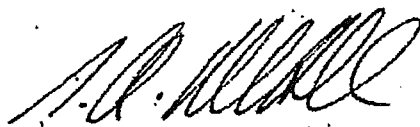
Map reference: NZMS 260: F40: 039981

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 3078 which was granted in substitution of water race licence WR1126Cr, which was granted in Cromwell on 9 October 1902.

#### Conditions

1. The following priorities attach to this permit:  
None
2. That the exercise of this deemed permit in conjunction with deemed permit 96553, shall not reduce the flow in Shepherds Creek to less than 100 000 litres per hour immediately below the water race intake.
3. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Issued at Dunedin this 7th day of November 1996.

  
S A McArthur  
Director Resource Management  
Sgsl1 DPAcernus

Mission Statement: "To promote the sustainable management of the region's resources"  
70 Stafford Street, Private Bag, Dunedin. Telephone (03) 474-0827. Facsimile (03) 479-0015







Otago  
Regional  
Council

## COUNTERPART

Consent No.:96553  
(Sub WR1126Cr)

### DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991

Name: Acernus Investments Ltd, P O Box 5546, Dunedin

Address: C/- Galloway Haggit Sinclair and Partners, P O Box 945, Dunedin

to take 100,000 litres of water per hour from Shepherds Creek

For a term expiring: 1 October 2021

For the purpose of: irrigation of 100 hectares in association with the exercise of 96552 (Sub WR1126Cr)

Location: Shepherds Creek, Wanaka

Legal description of land adjacent to extraction point: Part Run 505C Block IX Cardrona Survey District

Map reference: NZMS 260: F40: 039981

This document is a deemed permit within the meaning of Sections 413-417 of the Resource Management Act 1991. It is a renewal of permit 3078 which was granted in substitution of water race licence WR1126Cr, which was granted in Cromwell on 9 October 1902.

#### Conditions

1. The following priorities attach to this permit:  
None
2. That the exercise of this deemed permit in conjunction with deemed permit 96552, shall not reduce the flow in Shepherds Creek to less than 100 000 litres per hour immediately below the water race intake.
3. Appended is a schedule of provisions from the Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Issued at Dunedin this 7th day of November 1996.

S A McArthur  
Director Resource Management  
Sgs11 DPAcernus1

Mission Statement: "To promote the sustainable management of the region's resources"  
70 Stafford Street, Private Bag, Dunedin. Telephone (03) 474-0827. Facsimile (03) 479-0015



## Water and Soil Conservation Act Amendment 1971

In this context "current mining privilege" means:

- (a) Any mining privilege in respect of water which was subsisting or in force immediately before 1 April 1973 and which was granted under the Mining Act 1926 after 9 September 1966, and
- (b) Any mining privilege in respect of water which was so subsisting or in force and which was granted under the Mining Act 1926 or any former Mining Act on or before 9 September 1966 to the extent that it has been authorised under S21(2) of the WSCA 1967 (as amended by WSCA amd 1969).

S4 **Water Race Licence** - Every current mining privilege that is a water race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a water race, or to use as a water race any natural channel, on the land specified in and in accordance with the conditions of the licence; and also, by means of the race, to divert and use the quantity of water specified in the licence from any watercourse on or running through or adjoining the land in order to continue to supply, sell or dispose of the water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the diversion and use of water shall be restricted to the extent that it has been authorised under S21(2) WSCA 1967 (as amended by WSCA and 1969).

S5 **Dam Licence** - Every current mining privilege that is a dam licence shall, during its currency, entitle the holder of the privilege to excavate, construct, maintain and use a dam in accordance with conditions of the licence for the storage of water for any of the purposes specified in the licence:

provided that where any such licence was granted before 10 September 1966 the volume of water stored shall not exceed that authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S6 **Drainage Area Licence** - Every current mining privilege that is a drainage area licence shall during its currency, entitle the holder of the privilege to the exclusive right to collect and store the water that naturally lies within, or falls upon or percolates through the area of land specified in the licence:

provided that where any such licence was granted before 10 September 1966 the collection and storage of water shall be restrict to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

S7 **Tail-Race Licence** - Every current mining privilege that is a tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and use as a race in order to carry off water tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971, or to serve as a ground sluice or race for saving gold:

provided that the holder of the privilege shall not be entitled to treat any portion of the tail race as a ground sluice or race for saving gold:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to

the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S8 **Main Tail-Race Licence** - Every current mining privilege that is a main tail race licence shall during its currency entitle the holder of the privilege to cut, construct, and maintain a race in order to carry off from such claims or tail races as are specified in the licence any water, tailings, sludge, and other refuse or waste from mining operations within the meaning of the Mining Act 1971:

provided that where any such licence was granted before 10 September 1966 the carrying off of the water, tailings, sludge and other refuse or waste shall be restricted to the extent that it has been authorised under S 21(2) WSCA 1967 (as amended by WSCA amd 1969).

- S9 **Mining Debris, etc, not to enter public water supply -**

(a) It shall not be lawful to allow the water in any water race, or any watercourse with which any such race is connected or by which it is fed, to be used for the carrying off of any tailings, mining debris, or waste water from mining operations within the meaning of the Mining Act 1971, if the race is held and used by a local authority for the purpose of supplying water to the public:

(b) (a) above shall not apply in the case of any watercourse duly proclaimed under the Mining Act 1926 or any former Mining Act as a watercourse into which tailings, mining debris, or waste water may be discharged, nor in the case of any tail race lawfully discharging into any watercourse below the point at which any water race is connected with or fed by the watercourse and the discharge of the tail race does not, except in unforeseeable circumstances, back up and enter any water race with which it is connected.

- S10 **Occupation of land for construction, etc of race or dam.** For the purposes of the construction, maintenance and improvement of any race or dam for which a current mining privilege has been granted, and for the deposit of soil and other matter removed from the race or dam, the privilege shall, during the currency thereof, entitle the holder of the privilege to occupy the land forming the course of the race or, as the case may be, the site of the dam, and also such other land as is specified in that behalf in the privilege.

- S11 **Retention of right of priority** - Every holder of a current mining privilege who holds a right that was conferred by the Mining Act 1926 or any former Mining Act, and was in force at 1 April 1973 entitling him to exercise the privilege with priority over any other user of water shall retain that right of priority during the currency of the privilege and of any right granted to him under the WSCA 1967 in substitution for the privilege on its expiry, until he agrees in writing to a lower order of priority in respect of the privilege and the agreement is notified in writing to the consent authority.

- S12 (1) On the application in writing of a holder of a current mining privilege, the consent authority shall supply the holder with a certificate in writing as to the order of priority, as disclosed by its records, of the privilege in relation to any other current mining privilege or right granted under the principle Act.

(2) Every certificate given under this section shall be admitted by all Courts as sufficient evidence of the order of priority specified therein in the absence of proof to the contrary.

S13 **Exercise of priority** - In any case where the water flowing in any watercourse is insufficient to supply fully all the races lawfully connected therewith, the holder of any right granted or authorised under WSCA 1967 or the holder of any current mining privilege in respect of the watercourse shall, on receipt of a notice in writing from the holder of a superior current mining privilege stating that the supply of water in respect of the superior privilege is less than he is entitled to, forthwith cease to use the water or so much thereof as is required to make up the fully supply in respect of the superior privilege; and, if he fails or neglects so to do, he shall be deemed to be wrongfully using the water, in which case the holder of the superior privilege shall be entitled, in any Court of competent jurisdiction, to recover damages for loss of water, and also to restrain by injunction the holder from wrongfully using the same.

S14 **Obligations of holders of current mining privileges -**

- (1) Except as otherwise provided in the WSCA 1967 or as authorised by a current mining privilege, the holder of any such privilege shall, as such holder:
- (a) Not alter the intake of the water, or use for diverting the water any race other than the race authorised by the privilege;
  - (b) Not exercise the privilege except for the purpose authorised thereby;
  - (c) Not exercise the privilege in such a manner as to injure directly any structure, building, bridge, or public road;
  - (d) Take such action as the consent authority may direct to prevent any water that he may lawfully divert from running to waste;
  - (e) Not have any right or remedy whatsoever against any person in respect of the discharge of tailings, debris, refuse, or waste water into any watercourse by that person in the lawful carrying on of mining operations within the meaning of the Mining Act 1971;
  - (f) Comply fully with all conditions and restrictions attaching to the privilege, except to the extent that any may be dispensed with in writing by the consent authority for such period as the consent authority may specify;
  - (g) Maintain in good repair, order, and condition, to the satisfaction of the consent authority, all bridges and culverts permitting public or private access over water races which have been constructed to enable the privilege to be exercised;
  - (h) Record in such manner, and furnish to the consent authority such information in respect of the exercise of the privilege as the consent authority may from time to time require.

S16 (1) No current mining privilege shall confer any right to the use of natural water as against any person requiring a reasonable quantity for his own domestic needs or for the needs of animals for which he has any responsibility or for or in connection with fire-fighting purposes.

(2) In the event of any dispute arising as to what constitutes a reasonable quantity of water for the purposes of subsection (1) of this section, the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority, after hearing the parties to the dispute, shall determine the matter; and the consent authority's decision shall be final and conclusive.

S19(1) The Governor-General may take, purchase or acquire any current mining privilege as for a public work under the Public Works Act 1981 as otherwise, and hold, sell or lease or otherwise dispose of the privilege to any person in the same manner in as respects as if he were a private person.

S19(4) A current mining privilege held by or on behalf of the Crown shall not be determinable by the effluxion of time; but shall notwithstanding anything in this Act, continue in force until surrendered by the Crown by notice in writing to the consent authority.

S19(5) The Crown or any duly authorised person on the Crown's behalf may use or authorise the use of any current mining privilege held by the Crown for any purpose in connection with a public work or for any purpose for which it was being used at the commencement of this Part of this Act.

23(1)(b) A current mining privilege held by a local authority shall not be determinable by the effluxion of time, but shall continue in force notwithstanding the expiry of the term for which it was granted, until it is surrendered by the local authority by notice in writing to the consent authority.

S30 (1) The consent authority shall, on payment of the prescribed fee, furnish to any person applying for it, a certified copy of any current mining privilege held by the consent authority under this Part of this Act.

(2) Every such certified copy shall be received in evidence for all purposes for which the original privilege might be put in evidence.

S32 (1) On the receipt by the District Land Registrar of:

(a) A surrender under the principal Act of all or part of a current mining privilege; or

(b) A copy of an order of the Court cancelling the current mining privilege - he shall note the particulars on his record copy of the privilege affected.

(2) If a current mining privilege has been wholly surrendered, or has been cancelled by the Court, and notice of the existence of the privilege appears on a certificate of title, lease, licence to occupy, provisional register, or other instrument of title under the Land Transfer Act 1952, the District Land Registrar shall, on receipt of notice of the surrender or cancellation from the consent authority, note the certificate of title, lease, licence to occupy, provisional register, or other instrument, to the effect that the privilege has been surrendered or cancelled, as the case may be.

ORC FILE MC030, 96552/3

COPY

**CERTIFICATE UNDER S. 417 OF THE RESOURCE  
MANAGEMENT ACT 1991**

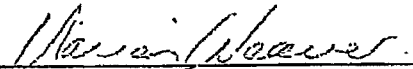
00419113

oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Acernus Investments Limited  
C/o Galloway Haggitt Sinclair  
P O Box 945, Dunedin

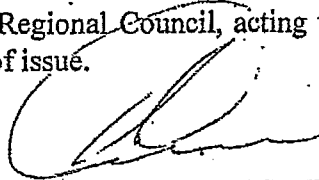
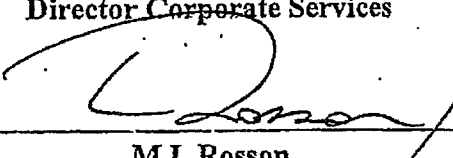
being registered as holder of Licence for a Water Race No. 1126, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule. as indicated on the attached diagram.

  
M E Weaver  
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.

Common Seal



  
R W Scott  
Director Corporate Services  
  
M L Rosson  
Chairperson

22/10/96



ORC FILE MC030, 96552/3

## SCHEDULE

00419923

### Land Affected

Run 505C, Cardrona Survey District, Pastoral Lease A2/1229

Pt Lot 2, DP 15722 and Lots 8, 9, 10, 11 & 12, DP 23852 Cardrona Survey District

Pt Sections 2, 4, 15 and 16 Blk IX Cardrona Survey District

Pt Section 5 Block XIII Cardrona Survey District

Pt Sections 50, 51 & 56, Block I and part Section 9 Block II Lower Wanaka Survey District

Certificate of Title 16A/92

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## REPORT

File No: 96552,96553  
Previous No: 3078  
  
Report: 96-787  
Prepared for: Staff Consents Panel  
Prepared by: Peter Christophers, Resource Officer  
Date: 7 November 1996

**Subject: Application 96552: Acernus Investments Limited, Deemed Permit, Clearwater Creek, Wanaka.**

**Application 96553: Acernus Investments Limited, Deemed Permit, Shepherds Creek, Wanaka.**

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### 1. Purpose

To report and make recommendations on an application to take water from Shepherds Creek and Clearwater Creek for the purpose of irrigation.

### 2. Background

Acernus Investments Limited, have applied for permits to replace expired permit 3078 (sub WR1126Cr) which provided for the abstraction of 100 000 litres of water per hour from Clearwater creek and 100 000 litres per hour from Shepherds creek.

The permits applied for are for a combined take of 200 000 litres per hour, for the irrigation of 100 hectares of pasture. This equates to approximately 1.44 MI of water per month per hectare which is less than the calculated water requirement for pasture in this area of approximately 1.6 MI per hectare per month.

The water take was originally authorised in 1902 at the Cromwell Wardens Court under the 1898 Mining Act. Water race licences were issued with deemed permits in substitution, after the adoption of the Resource Management Act (1991). Water race licences have a right of renewal until the 1 October 2021, thirty years after the adoption of the Act. A condition that was first attached to the licence in 1913, was that a residual flow of 100 000 litres per hour must be left in the Shepherds Creek immediately below the water race intake. The residual flow in the creek is used by the Larches Station for the provision of stock water

During irrigation the creeks are diverted into the water race by the placement of dirt and rock into the stream bed. The rocks are placed at such a height, so as to let 50 000 litres flow over each diversion. No form of gauging of the creek flows are carried out. The applicant relies upon his previous experience to gauge the residual flows. This method of flow control has been used for many years by the various permit holders. The Council has not received any complaints from the Larches Station regarding a lack of residual flow in the Creeks.

Clearwater Creek joins the larger Shepherds Creek about 100 metres below the water race intake points. Shepherds Creek flows into the Cardrona River at the Wanaka end of the Cardrona Valley. Both Creeks have their northwesterly facing catchments, in the Criffel range. The Creeks drop steeply from the flanks of the Criffel Range in a north westerly direction.

There do not appear to be any significant ecological, recreational or Maori Cultural values associated with the two Creeks. No other water takes are authorised for either Shepherds or Clearwater Creek, therefore no priority table is relevant for these Creeks.

### **3. Written Approvals**

No written approvals have been sought by the Council because of the status of the previous permit relating to the proposed activity.

The applicant however has sought and obtained the written approval of the owners of the property on which the water race intakes are situated.

### **4. Discussion of the Effects on the Environment**

The proposed activities can be expected to reduce the flows in the Creeks. The water race has been operated for over ninety years with little known adverse effect on the environment. Consequently it can be expected that the continued exercise of this permit will not have an adverse effect on the instream biota as the biota, would now be tolerant of the reduced flows that occur in the creeks during the irrigation system.

The Larches Station is the only water user located downstream of the water race intakes. This station only uses the water in the Creeks for the provision of stock water. The residual flow restriction on the previous permit ensures that there is enough water in the creek to provide the Larches Station with this water.

The Cardrona Valley region suffers from seasonal dry periods where irrigation of pasture is critical to plant growth. The proposed activity has the potential to generate positive social and economic effects through facilitating increased farm productivity.

### **5. Statutory Considerations**

Section 104 of the Resource Management Act 1991 as amended, sets out the matters to be considered when assessing an application for a resource consent. These are:

#### **5.1 Part II of the Act, which comprises sections 4 - 8 of the Act:**

S5 describes the purpose and principles of the Act, being: sustainable management of natural and physical resources; safeguarding the life supporting capacity of soil, water and air; and avoiding remedying or mitigating adverse effects. The proposed activity is consistent with Section 5 of the Act.

S6 requires all persons acting under the Act to recognise and provide for matters of national importance; including the preservation of the natural character of the coast, rivers and lakes, protecting outstanding natural features and landscapes; protecting significant indigenous vegetation and fauna; maintenance and enhancement of public access to the coast, rivers and lakes; the relationship of Maori culture, traditions, lands, taonga and waahi tapu. The minor nature of the proposed activity will not compromise any of the principles mentioned above.

S7 requires persons acting under the Act to have particular regard to kaitiakitanga, efficient use of resources, amenity values, intrinsic values of ecosystems, heritage values, enhancement of the quality of the environment, finite characteristics of natural and physical resources, and the habitat of trout and salmon. Sections 7(b) and 7(f) are considered to be relevant to this application. Section 7(b) relates to the efficient use of natural resources and the proposed activity can be considered consistent with this principle taking into account the quantity of water abstracted and the water requirements of the subject land use system. Section 7(f) relates to the maintenance and enhancement of the quality of the environment and the proposed activity can be considered consistent with this principle in so far as it maintains and enhances the quality of the social and economic dimensions of the environment.

S8 requires all persons acting under the Act to: *take into account the principles of the Treaty of Waitangi*. Iwi have not identified any specific issues in relation to this application.

#### **5.2 S104(1)**

- (a) any actual and potential effects on the environment of allowing the activity;
- (b) any relevant regulations
- (c) any relevant national policy statement....regional or proposed regional policy statement;
- (d) any relevant provisions of a plan or proposed plan;
- (e/f) any relevant district/regional plan
- (g) any relevant water conservation order
- (h) any relevant designations or heritage orders
- (i) any other matters the consent authority considers relevant and reasonably necessary to determine the application.

Matters (a) (c) and (i) are considered to be relevant to this application and are addressed below.

#### **(a) Environmental Effects**

The actual and potential environmental effects of the proposed activity were considered in Section 4 of this report. It was concluded that there are not likely to be any adverse environmental effects and the proposed activity will generate positive effects.

#### **(b) Relevant Policy Documents**

The provisions of Section 5 (Land) and Section 6 (Water) of the Proposed Regional Policy Statement for Otago are relevant to this application. It is considered that the proposed activity is generally consistent with the provisions of each of these sections.

#### **(i) Transitional provisions relating to Mining Privileges**

Sections 413-417 of the Resource Management Act set out the transitional provisions relating to mining privileges. These provisions effectively require the Council to replace deemed permits with the same conditions which existed prior to commencement of the Resource Management Act until the thirtieth anniversary of the Act.

### **6. Evaluation**

On the basis of the above analysis and taking into consideration the status of the previous permit it is considered that the granting of consent as applied for will not be inconsistent with the provisions of the Resource Management Act.

## **7.A Recommendations**

### **96552 Clearwater Creek**

That Council grant to Acernus Investments Ltd a Deemed Water Permit 96552 (sub WR 1126Cr) to take 100 000 litres per hour from Clearwater Creek, for a term to expire on 1 October 2021 for the purposes of irrigation of 100 hectares in association with the exercise of 96553 (sub WR1126Cr).

Legal description of land adjacent to extraction point Part Run 505C Block IX Cardrona SD.

Map reference: NZMS 260 : F40 039981

This document is a deemed permit within the meaning of Sections 413 - 417 of the Resource Management Act 1991. It is a renewal of permits 3078 which were granted in substitution of water race licence WR1126Cr which was granted in Cromwell on 9 October 1902.

#### **Conditions:**

1. The following priorities attach to this permit:  
  
None
2. That the exercise of this deemed permit in conjunction with deemed permit 96553, shall not reduce the flow in Shepherds Creek to less than 100 000 litres per hour immediately below the water race intake.

## **7.B Recommendations**

### **96553 Shepherds Creek**

That Council grant to Acernus Investments Ltd a Deemed Water Permit 96553 (sub WR 1126Cr) to take 100 000 litres per hour from Shepherds Creek, for a term to expire on 1 October 2021 for the purposes of irrigation of 100 hectares in association with the exercise of 96552 (sub WR1126Cr).

Legal description of land adjacent to extraction point Part Run 505C Block IX Cardrona SD.

Map reference: NZMS 260 : F40 039981

This document is a deemed permit within the meaning of Sections 413 - 417 of the Resource Management Act 1991. It is a renewal of permits 3078 which were granted in substitution of water race licence WR1126Cr which was granted in Cromwell on 9 October 1902.

#### **Conditions:**

1. The following priorities attach to this permit:

None

2. That the exercise of this deemed permit in conjunction with deemed permit 96552, shall not reduce the flow in Shepherds Creek to less than 100 000 litres per hour immediately below the water race intake.

**9. Reasons for making Recommendation**

1. That Sections 413 - 417 of the Resource Management Act provide for the transitional regime in respect of mining privileges.

**10. Fees**

The processing of this application incurred \$129.00 of charges in excess of the non-notified application fee of \$247.50 including GST, in accordance with the Council's scale of fees and charges. This resulted in a total of \$ 376.50 including GST, the applicant has not paid the \$67.50 concurrent application fee, leaving a balance of \$196.50 to pay.

Peter Christophers  
**Resource Officer**

LKLR:NR1996\601-800\96-787.DOC

MC030, 97129, 97635

**CERTIFICATE UNDER S. 417 OF THE RESOURCE  
MANAGEMENT ACT 1991**

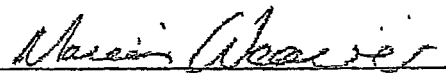
oOo

Pursuant to Section 417(2) of the Resource Management Act 1991, the Otago Regional Council hereby certifies that:

Criffel Deer Farm Ltd  
C/- Graeme Ramshaw  
P O Box 218  
Wanaka

Mt Barker Ltd  
C/- Grant C Cochrane  
West Wanaka Station  
P O Box 119  
Wanaka

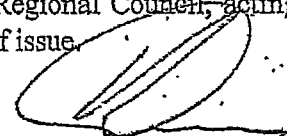
being registered as holder of Licences for Water Race Nos. 75 & 88 Pembroke Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.



M E Weaver

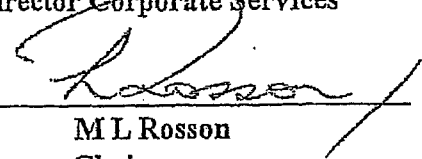
Manager Resource Administration

This Certificate is issued by the Chairperson of the Otago Regional Council, acting under powers delegated to her by the Council and not revoked at the date of issue.



R W Scott

Director Corporate Services



M L Rosson

Chairperson

18 / 6 / 99

Common Seal



MC030, 97129, 97635

## SCHEDULE

Description of land affected	Certificate of title reference	Land owner
Run 505C Cardrona Survey District	Pastoral lease A2/1229	James R. Robertson & Janice L. Robertson & Trustees
Part Section 49 Block I Lower Wanaka Survey District	16A/90	John & Anne Scurr
Sections 57 and 58 Block I Lower Wanaka Survey District	405/58	Acernus Investments Limited
Section 47 Block I Lower Wanaka Survey District	121/100	Acernus Investments Limited
Sections 46 and 45 Block I Lower Wanaka Survey District	16A/93	Acernus Investments Limited
Part Section 42 Block I Lower Wanaka Survey District	4D/842	Criffel Deer Farm Limited
Section 43 Block I Lower Wanaka Survey District	419/92	Criffel Deer Farm Limited
Section 38, Part Sections 39, 36, 35, 34 Block I Lower Wanaka Survey District	7A/1064	Criffel Deer Farm Limited
Lot 2 DP 12660 Lower Wanaka Survey District	13B/1129	R J Anderson
Lot 2 DP 15195 Lower Wanaka Survey District	6A/239	I S Ross
Lot 1 DP 15195	6A/238	I S Ross
Lot 4 DP 12660 Lower Wanaka Survey District	5C/1078	C J Ashby & W H Conway
Part Lot 5 DP 12660 Lower Wanaka Survey District	17D/540	John & Patricia Jane Carr
Lot 1 DP 25757	17D/539	John & Patricia Jane Carr
Lot 6 DP 12660 Lower Wanaka Survey District	5C/1077	M T Rogan
Lot 1 DP 21469 Lower Wanaka Survey District	13B/347	C R & M D Trimble
Lot 2 DP 21469 Lower Wanaka Survey District	13B/348	D M Donovan

18A/219  
29061/4501

Lot 1  
DP 25147  
23.8528  
17A/1044  
29053/72902

Pl Sec 36 Blk III  
LOWER WANAKA SD  
SO 1335  
SC 12244  
16D/1151  
29061/1800

Lot 8  
DP 12860  
7A/504  
29061/7300

Lot 4  
DP 12660  
ASHBY KRISTEN JOHN  
SC/1078  
29061/7800

ROSS IAN SUTHERLAND  
DP 15195  
6A/238  
29061/8000  
ROSS IAN SUTHERLAND  
6A/239  
29061/8000

DP 4  
29061/8000

Pl Lot 3  
DP 12398  
15D/817  
29061/8200

Pl Lot 4  
DP 12398  
15D/817  
29061/8200

Pl Sec 39 Blk I  
LOWER WANAKA SD  
SO 952  
7A/1064  
CRIFFEL GAME PARK LIMITED  
29061/8200

Sec 38 Blk I  
LOWER WANAKA SD  
23.4288  
SO 952  
4D/820  
7A/1064  
CRIFFEL GAME PARK LIMITED  
29061/8200

Sec 44 Blk I  
LOWER WANAKA SD  
15.1858  
SO 952  
10D/814  
ACERNUS INVESTMENTS LIMITED  
29061/8401

Lot 5  
DP 24856  
42.8600  
16D/563  
ACERNUS INVESTMENTS LIMITED  
29061/8401

Lot 2  
DP 23852  
63.0500  
16A/88  
ACERNUS INVESTMENTS LIMITED  
29061/8401

Lot 11  
DP 23852  
0.0695  
17C/530  
CRIFFEL DEER FARM LIMITED  
29061/19800

Lot 4  
DP 23852  
5.6125  
16A/89  
29061/8400

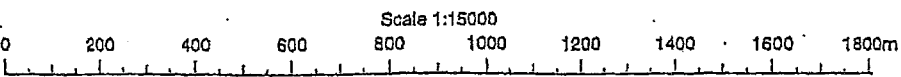
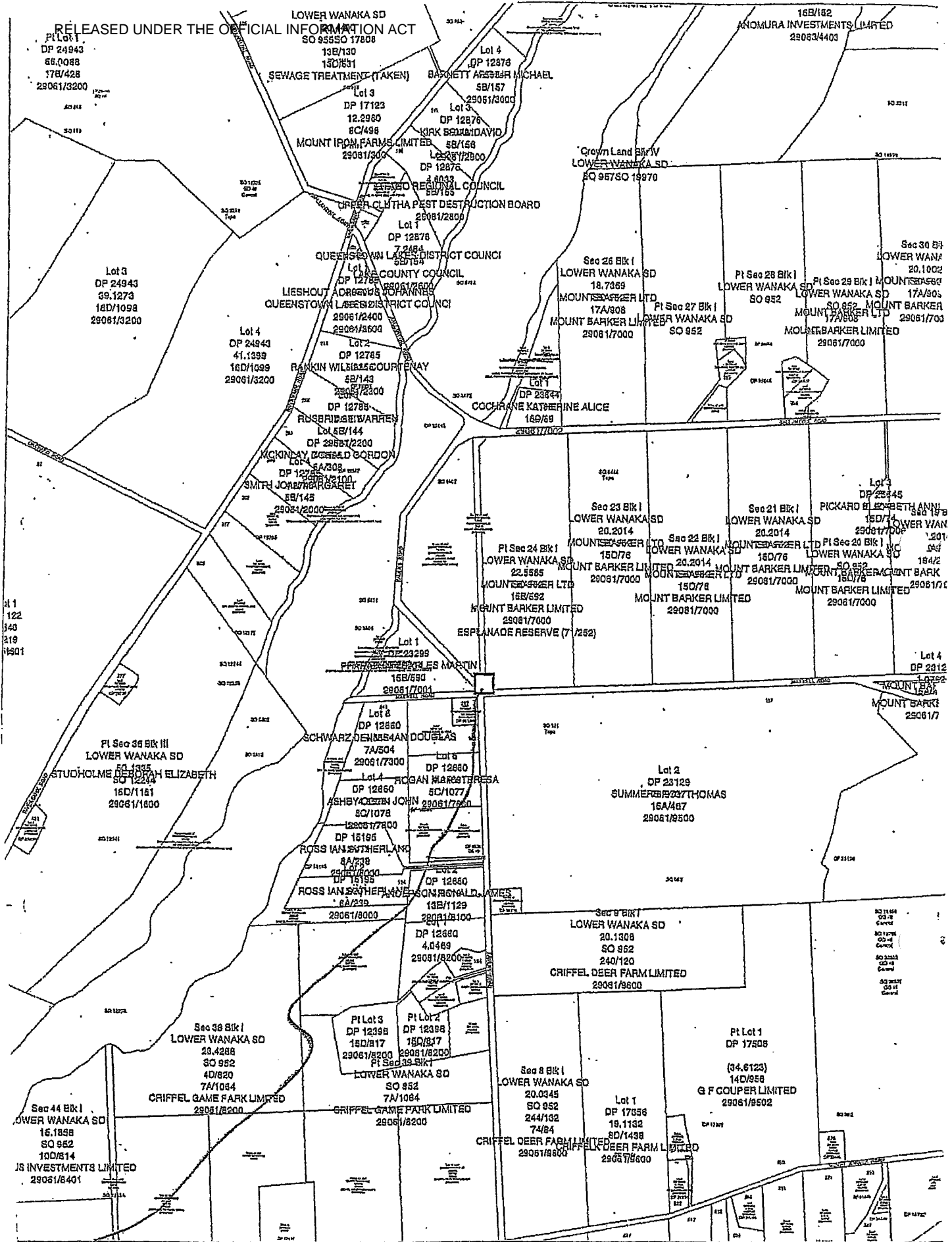
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DP 23852  
12.3574  
16A/89  
29061/8400

Lot 5  
DP 23852  
2.5072  
16A/89  
29061/8400

Scale 1:15000

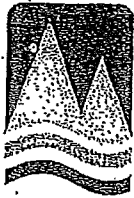






**Appendix 16 Copy of unregistered consented water takes (consent No 97129 & 97635) in  
favour of Criffel Deer Farming Ltd and Mt Barker Ltd**

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16

Consent No: 97129

DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413 - 417 of the Resource Management Act 1991.

Name: Criffel Deer Farm Ltd

Address: Alpine Deer Group, P O Box 218, Wanaka

To take 216,000,000 litres per month of water (which is the equivalent of a continuous 300,000 litre per hour flow), at a maximum rate of 500,000 litres per hour from the Cardrona River.

for the purpose of: irrigation.

for a term expiring on: 1 October 2021

Location: Cardrona River

Legal description of land at point of take: River Reserve adjacent to Part Section 3, Block IX, Cardrona Survey District.

Map reference: NZMS 260 : F40 : 032993

This document is a deemed permit within the meaning of Section 413 - 417 of the Resource Management Act 1991. It is a renewal of permit 3224A which was granted in substitution of the following water race licences:

Water Race Licence No.	Total Amount of Licence. (litres/hour)	Share Included in this Deemed Permit (l/Hr)	Wardens Court	Priority Date
WR75P	300,000	100,000	Cromwell	26.05.1913
WR88P	200,000	200,000	Cromwell	25.08.1913

Conditions

1. The Priority Table for the Cardrona River is listed on the following page:

(a) Priorities for WR75P

- (i) Permits which can exercise priority over this permit are: WR16P, WR33P, WR73P
- (ii) Permits over which this permit can exercise priority: WR77P, WR78P, WR81P, WR88P, WR10623Cr

(b) Priorities for WR88P

- (i) Permits which can exercise priority over this permit are: WR16P, WR33P, WR73P, WR75P, WR77P, WR78P, WR81P
- (ii) Permits over which this permit can exercise priority: WR77P, WR78P, WR81P, WR88P, WR10623Cr



## PRIORITY RANKING - CARDRONA RIVER

Water Race No:	Priority Date	Location	Volume litres/hour	Owner	Current ORC file No.
WR16P	18.02.1901	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR33P	15.08.1904	Cardrona River	400,000	K J Scurr	3389A&B
WR73P	26.05.1913	Cardrona River	33,000	Anomura Invest	98075
WR75P	26.05.1913	Cardrona River	300,000	Criffel Deer Farm Ltd Mt Barker Ltd	97129 97635
WR77P	26.05.1913	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR78P	26.05.1913	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR81P	26.05.1913	Cardrona River	100.00.h-1	T W Studholme	3363
WR88P	25.08.1913	Cardrona River	200,000	Criffel Deer Farm Ltd	97129
WR10623 Cr	10.10.1967	Cardrona River	900,000	J Barlow D & V McCrae I & M Farrant G F Couper Ltd Mt Barker Ltd	3291

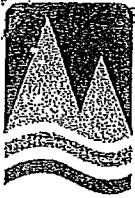
2. That the total quantity taken under this deemed permit and under Deemed Permit 97635 shall not exceed the maximum rate of 500,000 litres per hour.
3. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Issued at Dunedin this 18<sup>th</sup> day of August 1998



Marian Weaver  
Manager Resource Administration

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**COUNTERPART**

Consent No: 97635

**DEEMED PERMIT**

This is a Deemed Permit pursuant to Sections 413 - 417 of the Resource Management Act 1991.

Name: Mt Barker Ltd

Address: C/- Grant Cochrane, West Wanaka Station, Wanaka

To take 144,000,000 litres per month of water (or the equivalent of a continuous flow of 200,000 litres per hour) at a maximum rate of 500,000 litres per hour from the Cardrona River

for the purpose of: irrigation.

for a term expiring on: 1 October 2021

Location: Cardrona River

Legal description of land at point of take: Reserve adjacent to Part Section 3, Block IX, Cardrona Survey District.

Map reference: NZMS 260 : F40 : 032993

This document is a deemed permit within the meaning of Section 413 - 417 of the Resource Management Act 1991. It is a renewal of permit 3224B which was granted in substitution of a 2/3 share in water race licence WR75P, which was granted in the Wardens Court at Cromwell and has a priority date of 26 May 1913.

**Conditions**

1. Priorities:  
Permits which can exercise priority over this permit:

Water Race No.	Priority Date	Location	Volume litres/hour	Owner	Current ORC file No.
WR16P	18.02.1901	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR33P	15.08.1904	Cardrona River	400,000	K J Scurr	3389A&B
WR73P	26.05 1913	Cardrona River	33,000	Anomura Invest	98075



**COUNTERPART**

Permits over which this permit can exercise priority:

Water Race No.	Priority Date	Location	Volume litres/hour	Owner	Current ORC File No.
WR77P	26.05.1913	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR78P	26.05.1913	Cardrona River	600,000	K J Scurr P D Gordon R S Mills	97199
WR81P	26.05.1913	Cardrona River	100.00.h-1	T W Studholme	3363
WR88P	25.08.1913	Cardrona River	200,000	Criffel Deer Farm Ltd	97129
WR10623 Cr	10.10.1967	Cardrona River	900,000	J Barlow D & V McCrae I & M Farrant G F Couper Ltd Mt Barker Ltd	3291

2. That the total quantity taken under this Deemed Permit and under Deemed Permit 97129 shall not exceed the maximum rate of 500,000 litres per hour.
3. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Issued at Dunedin this 18<sup>th</sup> day of August 1998.



Marian Weaver  
 Manager Resource Administration  
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**REPORT**

File No: 97635, 97129  
 Previous No: 3224

Report: Staff Consents Panel  
 Prepared for: Mike Kelly, Resource Officer  
 Prepared by: 29 July 1998

Subject: Applications 97635 - Mount Barker Ltd and 97129 - Criffel Deer Farm Ltd;  
 Deemed Permits to take water from the Cardrona River.

**1. Purpose**

To report and make recommendations on the determination of the above consent applications for Deemed Permits to take water from the Cardrona River.

**2. Background**

The applications are for Deemed Permits to replace water permit 3224A & B which expired on 1 September 1997. Water permit 3224 was issued in substitution for water race licences WR75P - a take of 300,000 litres per hour, and WR88P - a take of 200,000 litres per hour from the Cardrona River.

Water Permit 3224 was issued in three parts as follows:

3224A - the right to take 216,000 litres per month at a maximum take of 500,000 litres per hour. The monthly allocation is derived from a 1/3 share of WR75P for 100,000 litres per hour and all of WR88P for 200,000 litres per hour. (ie. a continuous take of 300,000 litres per hour for a month amounts to 216,000 litres and they have the option of taking this water up to a maximum rate of 500,000 litres per hour)

3224B - to take 144,000 litres per month at a maximum rate of 200,000 litres per hour. This monthly allocation is a 2/3 share in WR75P.

3224C - the right to use and maintain water races 75P and 88P

Both 3224 A & B included a special condition limiting the total quantity taken under both rights to a maximum take of 500,000 litres per hour.

Consent application 97129 is from Criffel Deer Ltd for a Deemed Permit to replace 3224A. Criffel Deer Farm Ltd is a wholly owned subsidiary of the Alpine Deer Group Ltd owned by Sir Tim Wallis of Wanaka.

Consent application 97635 is from Mt Barker Ltd for a Deemed Permit to replace 3224B. Mt Barker Ltd is owned by Grant Cochran of West Wanaka Station.

Originally water races 88P and 75P were separate water races with WR88P being downstream of WR75P and having a lower priority date. However in the 1930s both races irrigated land that was owned by John Faulks and in September 1952 he got approval from the Warden to run both water rights in the same race

and for the race to be enlarged to carry 5 heads (500,000 litres per hour). The priorities on each licence were preserved.

Nowadays both licences are still carried in the same race and taken from the same point in the Cardrona River on the true right bank at map grid reference NZMS260 F40: 032993. The point of take is on the Larches Station which is owned by Jamie Robertson. The race runs in a north easterly direction on the east side of the Cardrona River along the Mt Barker river flats. From approximately 600m distance along the river flats, the race runs on Criffel Deer Farm land for 2 km along the top of low terrace. This section of the race irrigates approximately 84 ha of pasture on Criffel Deer Farm river flats. The race then flows through 7 small lifestyle blocks as it nears Faulks Road. It then leads under Faulks road at the intersection of Maxwell Road and Faulks Road and onto land owned by Mt Barker Ltd.

Originally the race flowed from here along the east side of Faulks Road around a low hill and terminated in paddocks on Part section 24, Block I on the south side of Ballantyne Road. All this land is owned by Mt Barker Ltd, however now the Mt Barker Ltd share of this water race is transferred into another race, WR10623, at a point on Criffel Deer Farm in Section 38. Water race 10623 comes out of the Cardrona River approximately 1km downstream from the intake of WR75P/88P and then runs along the the same terrace on Criffel Deer Farm before branching inland to the Morris Road area north of Mt Barker. Although WR10623 is a take of 900,000 litres per hour it is of lower priority and in the summer months there is rarely enough water in the Cardrona River to supply this take. The right in substitution for WR10623 is No.3291. The Mt Barker Ltd allocation from WR75P is diverted into this race at a point on the terrace where the two races cross paths

Five landowners have shares in WR10623 including Mt Barker Ltd with a 1/3 share. Mt Barker Ltd have an agreement with the other shareholders to also carry their share of the water from WR75P in WR10623. The agreement recognises that the water from WR75P is higher priority and belongs to Mt Barker Ltd. Because of this arrangement the race for WR75P/88P is presently not used beyond the Criffel Deer farm property boundary at Section 36.

It is not clear why 3224B was issued for a maximum take of 200,000 litres per hour when originally WR75P was issued as a take of 300,000 litres per hour. It is normal practice that when a water race licence is divided the share is granted as a share fraction of the monthly allocation of water but the water can be taken at the original maximum hourly rate. So if 3224 B was for a 2/3 share of WR75P then it should have been issued as 144,000 litres per month at a maximum hourly take of 300,000 litres per hour.

Furthermore it is recorded on WR75P on 11 May 1971 "that permission is hereby granted to increase the number of heads to be carried under this licence from three to five". The special condition of 3224B reflects this condition and limits the maximum take of water under 3224A and 3224B to 500,000 litres per hour. Hence there was no reason to limit the take of 3224B to 200,000 litres per hour and it is recognised that due to the distance around the race it would be advantageous for the race owners to have a larger volume flow for a shorter time. Hence it is proposed that Deemed Permit 97635 is issued as a take of 144,000 litres per month at a maximum rate of 500,000 litres per hour.

In practice the race flows are in the range of 200,000 to 400,000 litres per hour depending on how much water is in the Cardrona River.

Deemed Permit 97129 should be issued with the same monthly allocation and maximum hourly rate as 3224A.

The method of taking the water from the Cardrona River involves a diversion channel. The channel is approximately 25 m along the bed of the river and leads into a culvert through the main riverbank and under J Robertson access road. The culvert has a concrete foundation and a flood protection hatch cover. The concrete foundation and the channel direct excess water back into the mainstream Cardrona. This intake structure was constructed in 1995 after problems with the Robertson's road being washed out and flooding of the river flats. Consent 96204 covered the reconstruction of the intake channel. The intake structure has worked well and there have not been any further problems with the access road.

Both applicants have applied for a joint Section 417 certificate for Water race 75P/88P to replace the use and maintain rights issued under 3224C.

No other consents are required with the issuing of these deemed permits.

**3. Status of the Application**

The applications are for unclassified activities requiring a consent pursuant to Section 14 of the Resource Management Act (1991), however section 413 binds the Otago Regional Council to issue these consents as Deemed permits.

**4. Written Approvals**

The Deemed permit status of these applications negates the requirement to seek approval of affected parties.

**5. Discussion of the Effects on the Environment**

The Cardrona River is a water short catchment and is considered to be fully allocated for the taking of water. This water race is one of the original water takes from the catchment and is accounted for in the existing allocation for irrigation water.

In the locality of the water race intake, the river flows all year round, with high flows in the spring and early summer, and low flows during the dry summer months January to March. During the summer the river often runs dry for a few weeks in the zone about 2 kilometres below the intake of this water race (a few hundred metres upstream from the Ballantyne Road bridge). The local runholders maintain that the river runs dry even when the race water is left in the river. Hydrologists consider that over this zone, the river supplies a substantial part of the underground water resource in the plains area south of Wanaka and around Mt Barker.

The extent of works needed for controlling the intake of water to the race is regulated by conditions on land use consent 96204. The consent does allow the use of machinery in the riverbed to place rock and construct a gravel wing wall at the mouth of the race, but does not authorise any river bank disturbance.

The applicants note that a total of 154 ha are irrigated from this race system and Mt Barker Ltd is investigating extending this to a further 30ha.

The continuation of water permit 3224 is necessary for the financial viability of the applicant's property.

**6. Statutory Considerations.**

The proposed activity is considered to be consistent with Section 5-8 of the Resource Management Act (1991) Section 104 of the Resource Management Act 1991 as amended, sets out the matters to be considered when assessing an application for a resource consent. Those matters which should be considered for this application are:

- (a) any actual and potential effects on the environment of allowing the activity
- (c) any relevant national policy statement....regional or proposed regional policy statement.
- (d) any relevant provisions of a plan or proposed plan

For matter (a) the effects of the activity are discussed in section 5 above.

For matter (c) and (d), the activity proposed by this consent is not inconsistent with the Proposed Otago Regional Policy Statement and the Proposed Regional Plan: Water.

**7. Transitional Provisions Relating to Mining Privileges.**

Sections 413-417 of the Resource Management Act sets out the transitional provisions relating to Mining Privileges. These provisions effectively require the Council to replace deemed permits with the same conditions that existed prior to commencement of the Resource Management Act until the fortieth anniversary of the Act

**8. Conclusion**

(a) Council must grant consent by virtue of the provisions of the Act pertaining to mining privileges.

(b) Pursuant to section 413 (3), the date of expiry for mining privilege water rights is 1 October 2021.

**8. Recommendation**

97129

That Council issues to Criffel Deer Farm Ltd, Mt Barker Rd, Wanaka, a Deemed Permit to take 216,000,000 litres per month of water at a maximum take of 500,000 litres per hour from the Cardrona River, as per the attached Deemed Permit.

97635

That Council issues to Mt Barker Ltd, c/o Grant Cochrane, West Wanaka Station, Wanaka a Deemed Permit to take 144,000,000 litres per month of water at a maximum take of 500,000 litres per hour from the Cardrona River, as per the attached Deemed Permit.



9. Reasons for making recommendation(s)

1. That Sections 413-417 of the Resource Management Act provide for the transitional regime in respect of mining privileges
2. That there are not expected to be any adverse environmental impacts with the continuation of the activity.

10. Fees

The processing of this application incurred \$## of charges in excess of the non notified application fee of (\$180.00) incl GST, in accordance with the Council's scale of fees and charges. This resulted in a total of \$### incl GST.

Mike Kelly  
Resource Officer

**Appendix 17 Copy of unregistered consented water take in favour of P D Gordon, Cardrona Water Limited, J S Blennerhassett and Plantation Property Limited**

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## DEEMED PERMIT

This is a Deemed Permit pursuant to Sections 413-417 of the Resource Management Act 1991.

Name: ~~P D Gordon, Peter Duncan Gordon (35/72 share) (15/72) transferred 26 November 2004~~

Address: ~~C/- Macalister Todd Phillips Bodkins Solicitors, 8 Limerick Street, Alexandra.~~

Name: ~~K J Scurr (19/72 share) (transferred 23/11/01)~~

Address: ~~C/- Ibbotson Cooney, 69 Tarbert Street, Alexandra~~

Name: ~~Cardrona Water Ltd (19/72 share)~~

Address: ~~C/- Accountancy at Altitude Ltd, 21a Brownston Street, Wanaka~~

Name: ~~J B Blennerhassett & Trustees A J Haig and R N Macassey (12/72 share)~~

Address: ~~C/- Macalister Todd Phillips Bodkins Solicitors, 8 Limerick Street, Alexandra~~

Name: ~~John Bartlett Blennerhassett, Alison Haig, and Roger Macassey as Trustees of the Blennerhassett Family Trust (12/72 share) (transferred 31 May 2004)~~

Address: ~~C/- Macalister Todd Phillips Bodkins Solicitors, 8 Limerick Street, Alexandra.~~

Name: ~~John Stewart Blennerhassett (12/72 share) (18/72 share)~~

Address: ~~6B Panorama Road, Clifton Hill, Christchurch~~

Name: ~~Plantation Property Limited (20/72)~~

Address: ~~Harvie Green Wyatt, Chartered Accountants, Level 5, 229 Moray Place, Dunedin~~

To take 1,800,000 litres per hour of water

for the purpose of irrigation

for a term expiring 1 October 2021

Location of points of take:

*From either of two locations on the Cardrona River;*

- 1. On the true left bank approximately 4km upstream from the Ballantyne Rd bridge*
- 2. on the true right bank approximately 300m north of the access road bridge to Avalon Station across the Cardrona River.*

Legal description of land adjacent to consent location *at the points of take:*

- 1. Reserve adjacent to Part Run 505C Block IX Cardrona SD*
- 2. Section 4 SO24371 Block VI Cardrona SD*

Map reference: NZMS 260 F40:030-993 *and* F40:002-950

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a renewal of permit 2761A - D which was granted in substitution of water race licence 16P, which was granted in the Wardens

Court, Pembroke on 18 February 1901. The Deemed Permit also includes water race licences 77P and 78P that were granted in the Wardens Court, Pembroke on 26 May 1913.

**Conditions**

1. ~~The following priorities attach to this permit:—(see note below for priorities)~~
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.
3. *That the abstraction authorised by this permit shall not exceed:*
  - a) *1,800,000 litres per hour*
4. *That no more than the authorised amount is taken from either or both points of take at any one time.*
5. *That flow measuring devices are installed at both points of take for this Deemed permit.*

**Note**

1. Priorities for WR16P (600,000 litres per hour)  
Permits which can exercise priority over this permit:  
*Nil*

**Permits over which this permit can exercise priority:**

<b>Water Race No. (ORC file No.)</b>	<b>Priority Date</b>	<b>Location</b>	<b>Volume litres/hour</b>	<b>Registered Holders</b>	<b>Map Grid Reference of intake</b>
<i>WR257Ar (95677)</i>	<i>28.6.1901</i>	<i>Welshes Ck</i>	<i>100,000</i>	<i>Rob Rosa Farm Ltd</i>	<i>F41:985-872</i>
<i>WR33P (98370)</i>	<i>15.08.1904</i>	<i>Cardrona River</i>	<i>400,000</i>	<i>K J Scurr</i>	<i>F40:030-993</i>
<i>WR1093Ar (99356)</i>	<i>23.4.1917</i>	<i>McDonalds Ck</i>	<i>200,000</i>	<i>Anderson Family Partnership</i>	<i>F40:947-903</i>
<i>WR73P (98075)</i>	<i>26.05.1913</i>	<i>Cardrona River</i>	<i>33,000</i>	<i>Anomura Invest</i>	<i>F40:060-034</i>
<i>WR75P (97129, 97635)</i>	<i>26.05.1913</i>	<i>Cardrona River</i>	<i>300,000</i>	<i>Criffel Deer Farm Ltd Mt Barker Ltd</i>	<i>F40:032-993</i>
<i>WR77P (97199)</i>	<i>26.05.1913</i>	<i>Cardrona River</i>	<i>600,000</i>	<i>Cardrona Water Ltd, P D Gordon, Blennerhassett Family Trust</i>	<i>F40:030-993</i>
<i>WR78P (97199)</i>	<i>26.05.1913</i>	<i>Cardrona River</i>	<i>600,000</i>	<i>Cardrona Water Ltd, P D Gordon, Blennerhassett Family Trust</i>	<i>F40:030-993</i>
<i>WR81P (3363)</i>	<i>26.05.1913</i>	<i>Cardrona River</i>	<i>100,000</i>	<i>D E Studholme Family Trust</i>	<i>F40:035-001</i>
<i>WR88P (97129)</i>	<i>25.08.1913</i>	<i>Cardrona River</i>	<i>200,000</i>	<i>Criffel Deer Farm Ltd</i>	<i>F40:032-993</i>
<i>WR1276Ar (93390)</i>	<i>9.8.1920</i>	<i>Boundary Ck</i>	<i>150,000</i>	<i>Anderson E W &amp; M J</i>	<i>F41:942-868</i>

WR4310Cr (99129)	6.8.1924	Welshes Ck	200,000	J P Robertson <sup>2</sup> / <sub>3</sub> J P Robertson Family Trust <sup>1</sup> / <sub>3</sub>	F41:985-872
WR4382Cr (98058)	1.10.1924	Welshes Ck	50,000	J A Lee	F41:981-873
WR4417Cr (98059)	10.12.1924	Claybank Ck	100,000	J A Lee	F41:975-854
WR3249Q (99357)	11.12.1934	Boundary Ck	300,000	Anderson Family Partnership	F41:941-867
WR8231Cr (99358)	10.2.1954	Boundary Ck	250,000	Anderson Family Partnership	F41:938-866
WR10623Cr (99478)	10.10.1967	Cardrona River	900,000	R T & K H Summers <sup>1</sup> / <sub>3</sub> Salmo Investments <sup>1</sup> / <sub>9</sub> I F & M C Farrant <sup>2</sup> / <sub>9</sub> Mt Barker Ltd <sup>1</sup> / <sub>3</sub>	F40:041-002

2. Priorities for 77P and 78P (1,200,000 litres per hour when combined)

Permits which can exercise priority over these permits:

Water Race No. (ORC file No.)	Priority Date	Location	Volume litres/ hour	Registered Holders	Map Grid Reference of intake
WR16P (97199)	18.02.1901	Cardrona River	600,000	Cardrona Water Ltd, P D Gordon, Blennerhassett Family Trust	F40:030-993
WR257Ar (95677)	28.6.1901	Welshes Ck	100,000	Rob Rosa Farm Ltd	F41:985-872
WR33P (98370)	15.08.1904	Cardrona River	400,000	K J Scurr	F40:030-993
WR1093Ar (99356)	23.4.1917	McDonalds Ck	200,000	Anderson Family Partnership	F40:947-903
WR73P (98075)	26.05.1913	Cardrona River	33,000	Anomura Invest	F40:060-034
WR75P (97129, 97635)	26.05.1913	Cardrona River	300,000	Criffel Deer Farm Ltd Mt Barker Ltd	F40:032-993

Permits over which these permits can exercise priority:

Water Race No. (ORC file No.)	Priority Date	Location	Volume litres/ hour	Registered Holders	Map Grid Reference of intake
WR81P (3363)	26.05.1913	Cardrona River	100,000	D E Studholme Family Trust	F40:035-001

WR88P (97129)	25.08.1913	Cardrona River	200,000	Criffel Deer Farm Ltd	F40:032-993
WR1276Ar (93390)	9.8.1920	Boundary Ck	150,000	Anderson E W & M J	F41:942-868
WR4310Cr (99129)	6.8.1924	Welshes Ck	200,000	J P Robertson <sup>2</sup> / <sub>3</sub> J P Robertson Family Trust <sup>1</sup> / <sub>3</sub>	F41:985-872
WR4382Cr (98058)	1.10.1924	Welshes Ck	50,000	J A Lee	F41:981-873
WR4417Cr (98059)	10.12.1924	Claybank Ck	100,000	J A Lee	F41:975-854
WR3249Q (99357)	11.12.1934	Boundary Ck	300,000	Anderson Family Partnership	F41:941-867
WR8231Cr (99358)	10.2.1954	Boundary Ck	250,000	Anderson Family Partnership	F41:938-866
WR10623Cr (99478)	10.10.1967	Cardrona River	900,000	R T & K H Summers <sup>1</sup> / <sub>3</sub> Salmo Investments <sup>1</sup> / <sub>9</sub> I F & M C Farrant <sup>2</sup> / <sub>9</sub> Mt Barker Ltd <sup>1</sup> / <sub>3</sub>	F40:041-002

*This is not a complete priority table for this catchment. The above priorities refer to those mining privilege water rights that could be affected by this Deemed Permit.*

2. *Also appended is a diagram of the relative locations of the permits.*
3. *That all single domestic and stock water users have right to water before any other user, including mining privilege holders.*

Issued at Dunedin this 15<sup>th</sup> day of January 1998

Reissued at Dunedin this 1<sup>st</sup> day of February 2002 to reflect transfer of holder

Reissued at Dunedin this 19<sup>th</sup> day of February 2002 to include the variation of an additional point of take, full names of shareholders, a revised format with priorities listed as a "note", and an amended priority table to include all possibly affected deemed permits in the Cardrona catchment (previously only mainstream permits were listed) and the points of take.

Reissued at Dunedin this 3<sup>rd</sup> day of June 2004 to reflect transfer of holder and to define shares as per mining privilege 16P issued at the Warden's Court at Pembroke the 18<sup>th</sup> day of February 1907, and mining privileges 77P and 78P issued at the Warden's Court at Pembroke the 26<sup>th</sup> day of May 1913 and to correct address for service for Peter Duncan Gordon and Cardrona Water Limited.

Reissued at Dunedin this 23<sup>rd</sup> day of December 2004 to reflect a transfer of holder and to correct the defined shares held by John Stewart Blennerhassett.

Selva Selvarajah  
Director Resource Management

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**Appendix 18 Copy of unregistered consented water take (consent No 2000.317) in favour of James Peter Robertson**

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Consent No. 2000.317

## WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: James Peter Robertson

Address: The Larches Station, Cardrona, R D 1, Wanaka

to take up to 20,000,000 litres of water per month at a maximum rate of up to 100,000 litres per hour from Timber Creek,

for a term expiring on 10 December 2011

for the purpose of irrigation

Legal description of land at the point of take: Part Run 334, Block IX, Cardrona Survey District

Map reference: NZMS 260: F40:013-985

### Conditions

1. That the abstraction authorised by this permit shall not exceed;
  - a) 28 litres per second
  - b) 100,000 litres per hour
  - c) 20,000,000 litres per month
2. That the exercise of this permit shall be in co-operation with the exercise of water permit Nos. 99388 and 99339.
3. The permit shall be exercised under the control of any Water Allocation Committee established by the Regional Council which operates in the Cardrona catchment area.
4. The intake shall be screened so as to prevent the ingress of small fish and elvers.
5. That a residual flow of no less than 7 litres per second shall be maintained in Timber Creek downstream of the point of take for this permit.
6. The consent authority may, within 3 months of each anniversary of the date of this consent, in accordance with Section 128 and Section 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent for the purpose of the following:



**Appendix 19 Copy of unregistered consented water take (consent No 98494) in favour of J P  
Robertson & Trust**

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# COUNTERPART

Consent No. 98494

## WATER PERMIT

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: J P Robertson & Trust

Address: The Larches, R D 1, Wanaka

to take 15,000,000 litres of water per month at a maximum rate of 100,000 litres per hour.

for the purpose of irrigation.

for a term expiring on 5 August 2019

Location of Consent Activity: From a tributary of the Cardrona River situated on the east bank of the Cardrona River approximately 12.5 km upstream from its confluence with the Clutha river.

Legal description of land at the point of take: Run 505C Block IX Cardrona SD

Map reference NZMS 260: F40: 024971

### CONDITIONS

1. That the abstraction authorised by this permit shall not exceed;
  - a) 100,000 litres per hour
  - b) 15,000,000 litres per month
2. The permit shall be exercised under the control of any Water Allocation Committee established by the Regional Council which operates in the Cardrona catchment.
3. The consent authority may, in accordance with Section 128 and Section 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent for the purpose of establishing a minimum flow restriction on the consent, where any regional plan is adopted which has set a minimum flow which relates to the source water body.

Issued at Dunedin this 6<sup>th</sup> day of August 1999

A handwritten signature in cursive script, appearing to read "Marian Weaver".

Marian Weaver  
Manager Resource Administration  
1:r:\1999\401-600\99-474.doc



**Appendix 20 Copy of unregistered consented water take (consent No 98495) in favour of J P  
Robertson & Trust**

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Otago  
Regional  
Council

COUNTERPART

Consent No. 98495

**WATER PERMIT**

Pursuant to Section 105 of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: J P Robertson & Trust

Address: The Larches, R D 1, Wanaka

to take 18,600,000 litres of water per month at a maximum rate of 20 litres per second.

for the purpose of irrigation.

for a term expiring on 10 August 2019

Location of Consent Activity: From the Cardrona River at the confluence of Timber Creek and the Cardrona River.

Legal description of land at the point of take: River Reserve adjacent to Run 505C Block IX Cardrona SD

Map reference NZMS 260: F40: 016982

**Conditions**

1. That the abstraction authorised by this permit shall not exceed;
  - a) 20 litres per second
  - b) 18,600,000 litres per month
2. The intake shall be screened so as to prevent the ingress of small fish and elvers.
3. The permit shall be exercised under the control of any Water Allocation Committee established by the Regional Council which operates in the Cardrona catchment.
4. The consent authority may, in accordance with Section 128 and Section 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent for the purpose of establishing a minimum flow restriction on the consent, where any regional plan is adopted which has set a minimum flow which relates to the source water body.

Issued at Dunedin this 6<sup>th</sup> day of August 1999.

Marian Weaver  
Manager Resource Administration  
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**Appendix 21 Copy of unregistered consented water take (consent No 2010.234) in favour of Leslie James William Stewart, Roger Norman Macassey, James Peter Robertson, Polson Higgs Nominees 2006 Limited and GCA Legal Trustees 2005 Limited as Trustees of the Robertson Family Trust**

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Consent No: 2010.234

### LAND USE CONSENT

Pursuant to Section 104A of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name Leslie James William Stewart, Roger Norman Macassy, James Peter Robertson, Polson Higgs Nominees 2006 Limited and GCA Legal Trustees 2005 Limited as Trustees of the Robertson Family Trust

Address: C/- J Robertson, The Larches, 466 Cardrona Valley Road, Wanaka 9382

To construct a bore  
for the purpose of accessing groundwater  
for an unlimited term

Location: Approximately 3.40 kilometres west southwest of the intersection of Mount Barker Road and Faulks Road, Wanaka

Legal description of consent location: Part Run 505C

GPS location: Within a 20 metre radius of E2202893 N5598972, Map Sheet NZMS 260: F40

#### Conditions: Specific

1. If this consent is not given effect to within a period of two years from the date of commencement of this consent, this consent shall lapse under Section 125 of the Resource Management Act 1991. The consent shall attach to the land to which it relates.
2. The bore shall be generally located as shown in the plan attached as Appendix 1 to this consent.
3. Any bore tag provided to the consent holder by the Consent Authority must be attached to the bore within two weeks of completion of the bore construction. The consent holder shall ensure the bore tag is attached to the bore and in good condition at all times.
4. Copies of the results of any water quality analyses performed on the groundwater shall be forwarded to the Consent Authority within two weeks of the analysis being undertaken.



5. Work carried out during the construction of the bore shall be to the New Zealand Standard "Environmental Standard for Drilling of Soil and Rock" NZS 4411:2001.
6. There shall be adequate facility and access for future vertical lowering of a 20 millimetre diameter electric plumb bob for the purpose of measuring water level, or a facility which allows pressure readings.
7. There shall be adequate facility and access for future water quality sampling such as a hand operated tap/valve that is sourced from the direct pump outlet, before the reticulation encounters pressure tanks/reservoir/treatment plant. Where there is reticulation back pressure at the bore head, a one way valve shall be fitted for maximum efficiency and in that case, the water sampling point shall be on the bore pump side of the one way valve.

**Performance Monitoring**

8. Within two weeks after completion of the bore construction, the consent holder shall forward the following information to the Consent Authority:
  - (a) A fully completed bore log form; and
  - (b) Copies of the results of any pumping tests carried out.

**General**

9. The bore head casing and reticulation shall be suitably constructed and sealed to avoid ingress of surface water and other foreign matter.
10. The bore integrity shall be maintained at all times unless abandoned. If the bore is abandoned, it shall be appropriately sealed/grouted and backfilled to prevent contaminants from entering the bore at any level.

**Notes to Consent Holder**

- (i) *If there is a discharge of contaminants, including human sewage, onto land within 50 metres of a bore used to supply water for domestic purposes or drinking water for livestock, a resource consent may be required for the discharge under the Regional Plan: Water for Otago.*
- (ii) *If there is a discharge of contaminants, including contaminants from offal pits, farm landfills, silage production and greenwaste landfills, onto land within 100 metres of a bore used to supply water for domestic purposes or drinking water for livestock, a resource consent may be required for the discharge under the Regional Plan: Waste.*

Issued at Dunedin this 30<sup>th</sup> day of July 2010

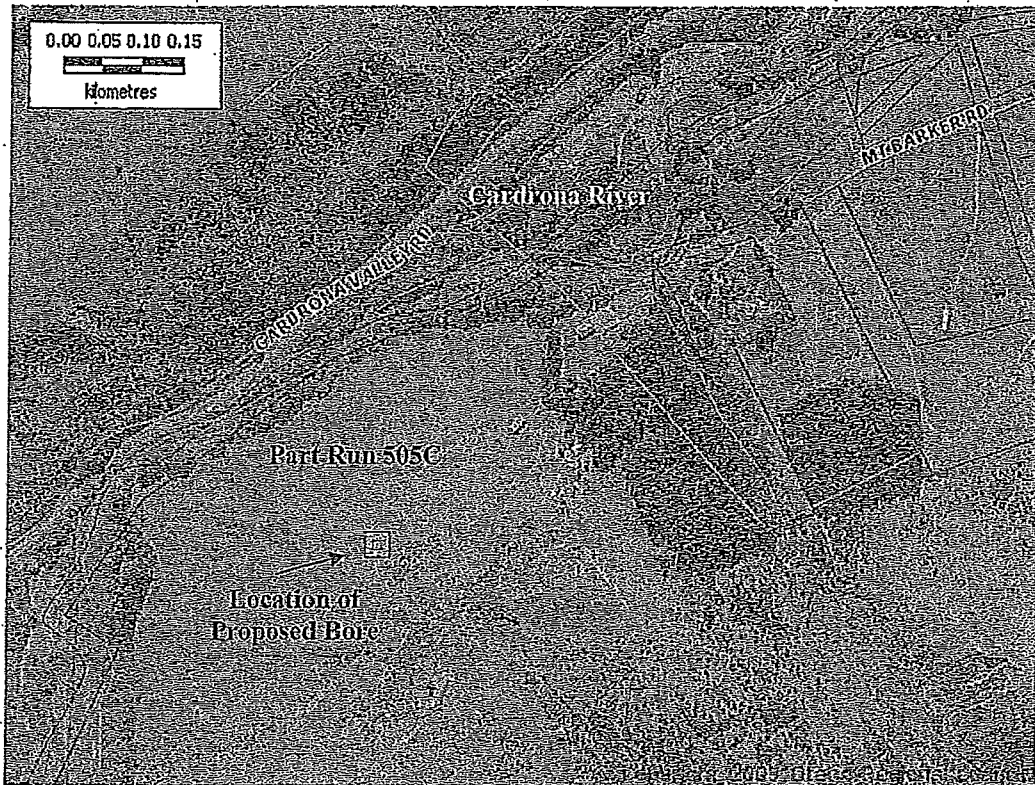
*MW*

Marian Weaver  
RM Procedural Specialist  
A241547



ISO 9001  
Certified

### Appendix 1 - Location of Proposed Bore Authorised by Land Use Consent 2010.234



ISO 9001  
Certified



**Appendix 22 Copy of registered easement granted to Aurora Energy Limited for the purposes  
of conveying electricity shown as area B on DP 358770**

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**BETWEEN**  
**THE COMMISSIONER OF CROWN LANDS**  
**A N D**  
**AURORA ENERGY LIMITED**

**DEED OF EASEMENT -PASTORAL LESSEE**

**gallaway cook allan**  
LAWYERS

**THIS DEED** is made the 18 day of JULY 2008

**BETWEEN THE COMMISSIONER OF CROWN LANDS** at Wellington pursuant to the Land Act 1948 ("the Grantor")

**A N D AURORA ENERGY LIMITED** at Dunedin hereinafter with successors and permitted assigns ("the Grantee")

## **BACKGROUND**

- A The Grantor is the owner of the Land described in Clause 1 of the Schedule ("the Grantor's Land").
- B The Grantee wishes to use part of the Grantor's Land for the purpose of conveying electricity and electric impulses across the Grantor's Land.
- C The Grantor has agreed to grant to the Grantee an easement over the Grantor's Land on the conditions set out in this Deed.

## **TERMS OF THIS DEED**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1. In this Deed (including the Schedule)**

"Deed" means this deed, the background and the Schedule;

"Easement Land" means that part of the Grantor's Land marked "B" on Deposited Plan 358770 (hereinafter referred to as "the electricity easements");

"Grantee" includes the Grantee's servants, agents, employees, workers, invitees, licensees, lessees and contractors;

"Lessee" means the lessee in the Pastoral Lease;

"Lines" and "Works" means: poles/transmission lines and any ancillary equipment belonging to the Grantee on the Grantor's Land;

"Pastoral Lease" means pastoral lease No. P254 recorded in the Register Book as Volume A2 folio 1229 (Otago Land District).

#### **1.2. In the interpretation of this Deed unless the context otherwise requires:**

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Deed;
- (b) 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;

- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

## **2. GRANT OF EASEMENT**

2.1. Pursuant to section 60 of the Land Act 1948 the Grantor grants to the Grantee, in perpetuity, commencing on the date of the execution of this Deed the following easement in gross.

- (a) The right to from time to time and at all times to:
  - (i) To lead and convey electricity and electric impulses without interruption or impediment (except during any periods of necessary renewal or repair) by means of overhead transmission lines erected or to be erected across the Easement Land.
  - (ii) Erect and place, suspend, inspect, repair, maintain, renew and replace under the Easement Land such poles and ancillary equipment and to suspend such line or lines from the said poles and ancillary equipment as may be necessary to convey such electricity and electric impulses by means of the said transmission lines.
- (b) The right from time to time and at all times to enter, exit, pass and remain on, under or over such part of the Grantor's Land as is reasonable for the exercise of the rights granted under this Deed and the Easement Land from time to time and at all times for all purposes reasonably necessary for the exercise of the rights granted under this Deed with or without vehicles or machinery necessary for such purposes but subject to the limitations expressed in this Deed.
- (c) The rights granted under this Deed are non-exclusive and are exercisable in common with the Grantor and any other person having similar rights either now or in the future.

## **3. CONSIDERATION**

3.1. In consideration of the grant of easement in this Deed:

- (a) The Grantee shall pay the Grantor the sum of One Dollar (\$1.00) for the grant of the electricity easements.
- (b) The Grantee shall observe the obligations imposed on it under this Deed.

## **4. REGISTRATION**

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

## 5. PAYMENT OF COMPENSATION TO LESSEE

- 5.1. The Grantee has entered into an agreement with the Lessee recording receipt by the Lessee 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 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

- 6.1. The Grantee shall when on the Grantor's Land (subject to Clause 2.1 (b)) of this Deed:
- (a) Wherever possible remain on the formed roads and tracks and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads.
  - (b) 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.
  - (c) Take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease), and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this Clause 6.1 (c)) comply with all conditions that may be imposed from time to time by the Grantor or any lawful authority.
  - (d) 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 similarly restored.
  - (e) The Grantee shall only enter onto the Grantor's Land pursuant to this Deed and upon reasonable prior written notice **EXCEPT** in an emergency where the Grantee may enter without notice if necessary provided that subsequent notice is given as soon as practicable. In both cases notice shall be given to both the Grantor and the Lessee.
  - (f) The Grantee shall, at its cost, repair to the satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged directly or indirectly by the Grantee.
- 6.2. The Grantee shall compensate the Grantor for any loss suffered by the Grantor resulting directly or indirectly from the actions of the Grantee.
- 6.3. 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 or the Lessee, in its normal or reasonable use of the Grantor's Land.
- 6.4. The Grantee shall not at any time except with the prior written approval of the Grantor carry out any activity which is not included within Clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.

- 6.5. 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.
- 6.6. The Grantee shall be responsible for using its best endeavours, to prevent the Lines or Works from becoming a danger or a nuisance.

## **7. OWNERSHIP OF STRUCTURES**

- 7.1. All structures, Lines and Works placed by the Grantee on the Easement Land for the purposes of exercising the rights of the Grantee created by this Deed will remain the property of the Grantee and no part of them will become a fixture on the Grantor's Land.
- 7.2. The Grantee will, on the expiry of the term granted or sooner determination of the rights created by this Deed, remove all structures, Lines and Works from the Easement Land within one month and will restore the Grantor's Land as nearly as possible to the condition that it was in prior to the installation of the structures, Lines and Works.
- 7.3. If the Grantee has not taken the steps set out in Clause 7.2 of this Deed within the specified time, the Grantor may remove all structures, Lines and Works from the Easement Land and restore the Grantor's Land as nearly as possible to the condition that it was in at the commencement of this Deed and recover all costs incurred from the Grantee.

## **8. COSTS**

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

## **9. INDEMNITY**

- 9.1. The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this Deed or as a 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.

## **10. GRANTOR'S LIABILITY EXCLUDED**

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

## 11. TERMINATION

- 11.1. The Grantor may terminate the rights created by this Deed if the Grantee breaches any of the terms of this Deed and the breach remains unrectified following written notice to the Grantee specifying the breach and seeking rectification within 30 days or such other time provided the parties agree.
- 11.2. If the breach remains unrectified (or is unable to be rectified) then termination must be by written notice from the Grantor.
- 11.3. Upon termination (for whatever reason) of the grant of easement evidenced by this Deed all rights of the Grantee shall immediately cease (subject to Clause 7.2 of this Deed) but the Grantee shall not be released from any liability to pay consideration or other moneys up to the date of termination.
- 11.4. Upon termination the Grantee shall formally surrender the rights under this Deed and surrender the grant of easement.

## 12. DELEGATION

- 12.1. 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.

## 13. DISPUTES

- 13.1. 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 referred to the arbitration in New Zealand of a single arbitrator if the parties can agree upon one or otherwise to two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before entering upon their reference) in accordance with the Arbitration Act 1996 **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

## 14. NOTICES

- 14.1. 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.
  - (a) The Grantor's Address as set out in Clause 2 of the Schedule.
  - (b) The Grantee's Address as set out in Clause 3 of the Schedule.
  - (c) Any notice posted shall be deemed to be served three (3) working days after the date of posting.

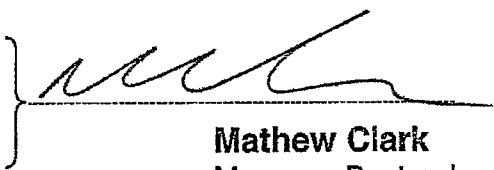
**15. SEVERABILITY**

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

**IN WITNESS WHEREOF** these presents have been executed the day and year hereinbefore written.

**SIGNED by THE COMMISSIONER  
OF CROWN LANDS**

in the presence of:



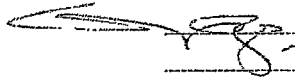
**Mathew Clark**  
Manager Pastoral  
Crown Property Management  
c/o LINZ, Christchurch

Witness Signature:

Witness Full Name:

Witness Occupation:

Witness Address:



**CHARMAINE HUMPHRIES**  
MANAGEMENT SUPPORT OFFICER  
CROWN PROPERTY MANAGEMENT  
c/o LINZ, CHRISTCHURCH

**EXECUTED by AURORA ENERGY LIMITED by its Attorney:**

Stephen McCaughan Wilson



in the presence of :

Witness Signature:

Witness Full Name:

Witness Occupation:

Witness Address:

**Margaret Anne Latimer**  
Personal Assistant  
Dunedin



**SCHEDULE**

- 1. GRANTOR'S LAND**  
Part Run 505C and Section 7  
Survey Office Plan 300466 and  
Section 2-3 Survey Office Plan  
335850 being all Certificate of  
Title OTA2/1229  
**SUBJECT TO:** Pastoral Lease  
No. P254
- 2. GRANTOR'S ADDRESS**  
Commissioner of Crown Lands  
P O Box 5501  
Wellington
- 3. GRANTEE'S ADDRESS**  
C/- Delta Utility Services Limited  
P O Box 17  
Cromwell

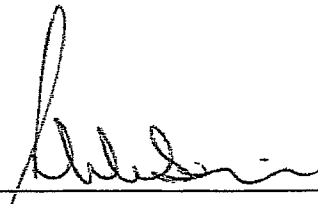
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, **STEPHEN MCCAUGHAN WILSON**, of Dunedin, Corporate Services Manager, hereby certify –

1. That by Deed dated 26 November 2003 **AURORA ENERGY LIMITED** having its registered office at 10 Halsey Street, Dunedin ("the Company") appointed me as its 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.
3. That a copy of the said Deed was deposited in the office of Land Information New Zealand at Dunedin on 28 November 2003 under registered number 5817467.1.

**SIGNED** at Dunedin this  
day of *June*

2008 )

  
\_\_\_\_\_

18

**Execution Section**

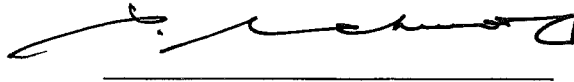
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This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

**SIGNED** by

**Brian John Usherwood**

pursuant to delegation in the presence of:



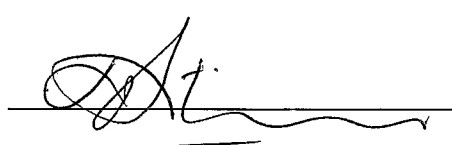
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Mary T Gordon  
Witness

Solihake  
Occupation

Wellingham  
Address

**SIGNED** by Leslie James William Stewart in the presence of:



---

K Seddon  
Witness

Occupation **Kay Seddon  
Personal Assistant  
Dunedin**

Address

**SIGNED** by Roger Norman  
Macassey in the presence of:

*Rn Macassey*

*[Signature]*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by James Peter  
Robertson in the presence of:

*JP Robertson*

*[Signature]*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**AND**

**SIGNED** for and on behalf of Polson Higgs Nominees 2006 Limited by two of its directors:

*[Signature]*  
\_\_\_\_\_  
[name of director] Henry Martin van Dyk

*[Signature]*  
\_\_\_\_\_  
[name of director] STEPHEN JAMES HIGGS

**AND**

**SIGNED** for and on behalf of GCA Legal Trustee 2005 Limited by two of its directors:

*[Signature]*  
\_\_\_\_\_  
[name of director] Andrew John Anderson

*[Signature]*  
\_\_\_\_\_  
[name of director] David James Smillie