

## **Crown Pastoral Land Tenure Review**

**Lease name : THE POPLARS**

**Lease number : PC 015**

### **Due Diligence Report (including Status Report) - Part 2**

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

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

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

**October 06**

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**PROPERTY 3 OF 6  
LAND STATUS REPORT**

**APPENDIX A – LAND STATUS REPORT  
(and supporting plans)**

**Q V VALUATIONS** RELEASED UNDER THE OFFICIAL INFORMATION ACT APPENDIX A3  
**CHURCH OFFICE**

Project Number QVV 370

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for The Poplars Tenure Review</b> (Lands of the Crown)	LIPS Ref: Not Applicable
Property 3 of 6	

<b>Land District</b>	Canterbury.
<b>Legal Description</b>	Part Run 351, situated in Block II, Skiddaw Survey District shown marked "E" on S.O. 15788.
<b>Area</b>	13.6070 hectares.
<b>Status</b>	Crown Land held for Functioning Indirectly of a Road.
<b>Instrument of title</b>	G.N. 's 421264.1 and 421266.1.
<b>Encumbrances</b>	Subject to: <ol style="list-style-type: none"> <li>1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).</li> <li>2. Part IVA of the Conservation Act 1987, upon disposition.</li> </ol>
<b>Mineral Ownership</b>	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
<b>Statute</b>	Public Works Act 1981.

<b>Data Correct as at</b>	22 May 2002
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b> Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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<b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b>	Not applicable.
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LAND RELEASED UNDER THE OFFICIAL INFORMATION ACT Crown	LIPS Ref Not applicable
Property 3 of 6	

Research Data: Some Items may not be applicable

SDI Print Obtained	Yes.
NZMS 261 Ref	M32.
Local Authority	Hurunui District Council.
Crown Acquisition Map	Kaikoura Deed of Purchase.
SO Plans	SO 15788 – Plan of Part Run 351 – shows land for Gravel Pit (Approved 17 September 1982).
Relevant Gazette Notices	NZ Gazette 1983 page 260 (G.N. 421266.1) set apart this area for Functioning Indirectly of a Road.  NZ Gazette 1983 page 269 (G.N. 421264.1) acquired the leasehold estate of this area for Functioning Indirectly of a Road.
C.T. Ref / Lease Ref	Not applicable.
Legalisation Cards	S.O. 15788 – Indicates action completed.
CLR	Not applicable.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	Not applicable.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58] b) Date Created c) Plan Reference	a) Not applicable. b) Not applicable. c) Not applicable.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

LAN. STATUS REPORT for The Poplars Tenure Review (Lands of the Crown)	LIPS Ref Not applicable
Property 3 of 6	

If Crown land – Check Irrigation Maps	Not applicable.
Mining Maps	Not applicable.
<p><b>If Road</b></p> <p>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989</p> <p>b) By Proclamation</p>	<p>a) Not applicable</p> <p>b) Proc Plan Not applicable.</p> <p>c) Gazette Ref Not applicable.</p>
<p>Other relevant information</p> <p>a) Concessions – Advice from DOC or DTZ New Zealand Limited.</p> <p>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</p> <p>c) Mineral Ownership</p> <p>d) Other Info</p>	<p>a) Not applicable.</p> <p>b) Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).</p> <p>c) The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.</p> <p>d) Not applicable.</p>

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**PROPERTY 4 OF 6  
LAND STATUS REPORT**

**APPENDIX A – LAND STATUS REPORT  
(and supporting plans)**



Project Number QVV 370

This report has been prepared on the instruction of Land information New Zealand in terms of Contract No. 50272 (as yet undated) and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for The Poplars Tenure Review</b> (Conservation land)	LIPS Ref: Not applicable
Property 4 of 6	

<b>Land District</b>	Canterbury.
<b>Legal Description</b>	Part Reserve 4380, situated in Blocks XVI Nina, IX and XIII Boyle, III IV and VIII Marion and I, II, III, VI, VII Skiddaw Survey Districts.
<b>Area</b>	4270.3404 hectares.
<b>Status</b>	Conservation Park held subject to Section 61 of the Conservation Act 1987 (by N.Z. Gazettes 1974 p.1334 and 1981 p. 2422.
<b>Instrument of title</b>	No instrument.
<b>Encumbrances</b>	Subject to:  1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  2. Part IVA of the Conservation Act 1987, upon disposition.
<b>Mineral Ownership</b>	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
<b>Statute</b>	Conservation Act 1987.

<b>Data Correct as at</b>	22 May 2002
<b>[Certification Attached]</b>	Yes

<b>Prepared by</b> Crown Accredited Supplier	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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<b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b>	N.Z. Gazette 1938 p.226 set apart this area of land as State Forest later to be set apart as State Forest Park to be known as the Lake Sumner State Forest Park. Now deemed to be Conservation Park by Section 61 of the Conservation Act 1987.
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Property 4 of 6

Research Data: Some Items may not be applicable

<b>SDI Print Obtained</b>	Yes.
<b>NZMS 261 Ref</b>	M32..
<b>Local Authority</b>	Hurunui District Council.
<b>Crown Acquisition Map</b>	Kaikoura Deed of Purchase.
<b>SO Plans</b>	<p><b>SO 11897</b> – Plan of Reserves 4380 etc (Approved 31 November 1972).</p> <p><b>SO 11985</b> – Plan of Lake Sumner area including Reserve 4380 (Approved 26 February 1974).</p> <p><b>SO 13312</b> – Plan of Parts Reserves 4326, 4378, 4380 and 5002 (Approved 21 August 1974).</p> <p><b>SO 18806</b> – Plan of Part Reserve 4380 etc (Approved 9 April 1992).</p>
<b>Relevant Gazette Notices</b>	<p><b>NZ Gazette 1938 page 226</b> set apart Reserve 4380 as Permanent State Forest.</p> <p><b>NZ Gazette 1974 page 1334</b> set apart Part Reserve 4380 as State Forest Park to be known as the Lake Sumner State Forest Park.</p> <p><b>NZ Gazette 1981 page 2422</b> set apart Part Reserve 4380 as State Forest Park for addition to the Lake Sumner State Forest Park.</p>
<b>CT Ref / Lease Ref</b>	No instrument.
<b>Legalisation Cards</b>	Not applicable.
<b>CLR</b>	Not Crown land.
<b>Allocation Maps (if applicable)</b>	Not applicable.
<b>VNZ Ref – if known</b>	Not known.
<b>Crown Grant Maps</b>	Not applicable.
<b>If Subject Land Marginal Strip:</b>	
a) Type [Sec 24(9) or Sec 58]	a) Not applicable.
b) Date Created	b) Not applicable.
c) Plan Reference	c) Not applicable.

<b>LAND RELEASED UNDER THE OFFICIAL INFORMATION ACT</b> Opaki Land Land	LIPS Ref Not applicable
Property 4 of 6	

If Crown land – Check Irrigation Maps	Not applicable.
Mining Maps	Not applicable.
<b>If Road</b> <b>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989</b>  <b>b) By Proc</b>	a) Not applicable.  b) Proc Plan Not applicable.  c) Gazette Ref Not applicable.
<b>Other relevant information</b> <b>a) Concessions – Advice from DOC or DTZ New Zealand Limited</b>  <b>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</b>  <b>c) Mineral Ownership</b>  <b>d) Other Info</b>	a) Not known.  b) Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  c) The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.  d) Not applicable.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**PROPERTY 5 OF 6  
LAND STATUS REPORT**

**APPENDIX A – LAND STATUS REPORT  
(and supporting plans)**

Project Number QVV 370

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for The Poplars Tenure Review</b> <b>(Lands of the Crown)</b>	LIPS Ref: Not applicable
Property 5 of 6	

<b>Land District</b>	Canterbury.
<b>Legal Description</b>	Part Run 351, situated in Block VI, Skiddaw Survey District shown as Area "A" on S.O.16104.
<b>Area</b>	3.6694 hectares.
<b>Status</b>	Land held for a Quarry subject to the Public Works Act 1981.
<b>Instruments of title</b>	G.N.510266.1.
<b>Encumbrances</b>	Subject to:  1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  2. Part IVA of the Conservation Act 1987, upon disposition.
<b>Mineral Ownership</b>	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
<b>Statute</b>	Public Works Act 1981.

<b>Data Correct as at</b>	22 May 2002
<b>[Certification Attached]</b>	Yes



<b>Prepared by</b> <b>Crown Accredited Supplier</b>	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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<b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b>	Not applicable.
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<b>LAND RELEASED UNDER THE OFFICIAL INFORMATION ACT</b> Crown	LIPS Ref Not applicable
Property 5 of 6	

If Crown land – Check Irrigation Maps	Not applicable.
Mining Maps	Not applicable.
<b>If Road</b> <b>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989</b>  <b>b) By Proclamation</b>	a) Not applicable.  b) Proc Plan Not applicable.  c) Gazette Ref Not applicable.
<b>Other relevant information</b> <b>a) Concessions – Advice from DOC or DTZ New Zealand Limited</b>  <b>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</b>  <b>c) Mineral Ownership</b>  <b>d) Other Info</b>	a) Not applicable.  b) Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  c) The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.  d) Not applicable.

<b>LAND STATUS REPORT</b> for The Poplars Tenure Review (Lands of the Croft	LIPS Ref Not applicable
Property 5 of 6 Research Data: <i>Some Items may not be applicable</i>	

SDI Print Obtained	Yes.
NZMS 261 Ref	M32.
Local Authority	Hurunui District Council.
Crown Acquisition Map	Kaikoura Deed of Purchase.
SO Plans	SO 16104 – Plan of Pt Run 351 (Approved 16/02/1984).
Relevant Gazette Notices	NZ Gazette 1984 page 2766 (G.N.501057.1) Leasehold Estate Acquired for a Quarry.  NZ Gazette 1984 page 3613 (G.N.510266.1) Crown Land Set Apart for a Quarry.
Instruments	G.N's 501057.1 and 510266.1.
Legalisation Cards	S.O. 16104 – Shows legalisation completed.
CLR	Not applicable.
Allocation Maps (if applicable)	Not applicable.
VNZ Ref – if known	Not known.
Crown Grant Maps	Not applicable.
If Subject Land Marginal Strip: a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) Not applicable.  b) Not applicable.  c) Not applicable.



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**PROPERTY 6 OF 6  
LAND STATUS REPORT**

**APPENDIX A – LAND STATUS REPORT  
(and supporting plans)**

Project Number QVV 370

This report has been prepared on the instruction of Land information New Zealand in terms of **Contract No. 50272 (as yet undated)** and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for The Poplars Tenure Review (Conservation Land)</b>	LIPS Ref: Not applicable
Property 6 of 6	

<b>Land District</b>	Canterbury.
<b>Legal Description</b>	Rural Section 40859 (formerly part Run 286), situated in Block XVI, Marion Survey District.
<b>Area</b>	1.8531 hectares.
<b>Status</b>	Conservation Park pursuant to Section 61 of Conservation Act 1987 by N.Z. Gazette 1981 p.1.
<b>Instrument of title</b>	Not applicable.
<b>Encumbrances</b>	Subject to:  1. Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  2. Part IVA of the Conservation Act 1987, upon disposition.
<b>Mineral Ownership</b>	The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.
<b>Statute</b>	Conservation Act 1987.

<b>Data Correct as at</b>	22 May 2002
<b>[Certification Attached]</b>	Yes

<b>Prepared by Crown Accredited Supplier</b>	Don McGregor, McGregor Property Services Limited, Christchurch For and on behalf of QV Valuations
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<b>NOTES: This information does not affect the status of the land but was identified as possible requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6</b>	Not applicable.
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<b>LAND STATUS REPORT</b> for The Poplars Tenure Review (Conservation L )	LIPS Ref Not applicable
Property 6 of 6	

**Research Data:** Some Items may not be applicable

<b>SDI Print Obtained</b>	Yes.
<b>NZMS 261 Ref</b>	M32.
<b>Local Authority</b>	Hurunui District Council.
<b>Crown Acquisition Map</b>	Kaikoura Deed of Purchase.
<b>SO Plans</b>	SO 14597 – Plan of R.S. 40859 - (Approved 31/05/1978).
<b>Relevant Gazette Notices</b>	NZ Gazette 1979 page 163. – Set apart RS 40859 as State Forest Land (subsequently deemed to be Conservation Land).  NZ Gazette 1981 page 1. – Set apart RS 40859 as State Forest Park as an addition to the Lake Sumner State Forest Park.
<b>CT Ref / Lease Ref</b>	No instrument.
<b>Legalisation Cards</b>	S.O. 14597 – shows action completed..
<b>CLR</b>	Not applicable.
<b>Allocation Maps (if applicable)</b>	Not applicable.
<b>VNZ Ref – if known</b>	Not known.
<b>Crown Grant Maps</b>	Not applicable.
<b>If Subject Land Marginal Strip:</b> a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) Not applicable.  b) Not applicable.  c) Not applicable.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

<b>LAND STATUS REPORT for The Poplars Tenure Review (Conservation Land)</b>	LIPS Ref Not applicable
Property 6 of 6	

If Crown land – Check Irrigation Maps	Not applicable.
Mining Maps	Not applicable.
<b>If Road</b> <b>a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ 1989</b>  <b>b) By Proclamation</b>	a) Not applicable.  b) Proc Plan Not applicable.  c) Gazette Ref Not applicable.
<b>Other relevant information</b> <b>a) Concessions – Advice from DOC or DTZ New Zealand Limited.</b>  <b>b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998</b>  <b>c) Mineral Ownership</b>  <b>d) Other Info</b>	a) Not applicable.  b) Part 9 of the Ngai Tahu Claims Settlement Act 1998 (is Relevant land).  c) The Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition for settlement purposes from the former Maori owners under the 1859 Kaikoura Deed of Purchase.  d) Not applicable.

**APPENDIX 1**



**COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952**



*R. W. Muir*  
Registrar-General  
of Land

**Historical Search Copy**

**Identifier** CB28F/1034  
**Land Registration District** Canterbury  
**Date Registered** 12 May 1986 10:40 am

**Part-Cancelled**

**Prior References**  
CB529/100

<b>Type</b>	Lease under s83 Land Act 1948		
<b>Area</b>	6236.4500 hectares more or less	<b>Term</b>	33 years commencing on the 1st day of July 1984

**Legal Description** Part Run 351 and Section 1 Survey Office Plan 19640

**Original Proprietors**  
Poplars Station (1996) Limited

**Interests**

- 699454 Notice under Section 60A Land Act 1948 imposing Building Line Restriction - 6.12.1966 at 9.20 am
- 918288.1 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 30.1.1991 at 11.58 am
- 978406.1 Mortgage to Wrightson Farmers Finance Limited - 17.2.1992 at 11.27 am
- A44999.1 Gazette Notice declaring parts 85m2 and 2915m2 are set apart for road and forms part of State Highway No. 7 - 1.4.1993 at 2.35 pm
- A44999.2 Gazette Notice declaring parts 85m2 and 2915m2 are acquired for road and shall vest in the Crown - 1.4.1993 at 2.35 pm
- A211924.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 19.12.1995 at 3.57 pm
- A225448.1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 13.3.1996 at 3.44 pm
- A232770.3 Variation of of the terms of the within Lease - 23.4.1996 at 11.10 am
- A232770.5 Mortgage to BNZ Finance Limited - 23.4.1996 at 11.10 am
- A441553.1 Gazette Notice (1999 p.1306) declaring parts (1.7352 ha) are acquired for road and shall form part of State Highway No. 7 and shall vest in the Crown and also declaring part (1.3380 ha) of the adjoining road to be stopped and shall be amalgamated with the within land - 17.1.2000 at 9.00 am
- 5032155.1 CAVEAT BY TELECOM NEW ZEALAND LIMITED - 29.3.2001 at 1:28 pm

Officer

CB28F/1034

REGISTER

Entered in the Register-book, the

L. & S.—B. 4

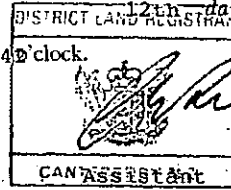
NEW ZEALAND

Former Ref. Vol. 529 fol. 100

12th day of May,

L. & S. Ref. No. P 15

19 86, at 10.42 clock.



Assistant Land Registrar

No. 28F/1034

Pastoral Lease under the Land Act 1948

This Deed, made the 21st day of April 1986 between HER MAJESTY THE QUEEN (hereinafter referred to as "the Lessor") of the one part, and GLASNEVIN HOLDINGS LIMITED at Christchurch

(hereinafter referred to as "the Lessee"), of the other part: WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied, and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the lessee, all that parcel of land containing by estimation 5065.7323 hectares more or less, situated in the Land District of Canterbury, and being part Run 351 situated in Boyle, Marion and Skiddaw Survey Districts

as the same is more particularly delineated with bold black lines on the plan hereon; together with the rights, easements and appurtenances thereto belonging TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of July 1984 YIELDING and paying therefor for the first 11 years of the said term unto the Department of Lands and Survey at Christchurch the annual rent of \$4,440.00 calculated on a Rental Value of \$296,000.00 payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said period of 11 years (it being acknowledged by the parties hereto that the Lessee requires the said value to be determined by the Land Valuation Tribunal and should the value be altered then the Lessor will vary this lease having regard to the Tribunal's decision), and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Sections 66 and 132A of the Land Act 1948.

Subject to:

Notice 699454 under Section 60A Land Act 1948 imposing a condition as to building line - 6.12.1966 at 9.20a.m.

Mortgage 605479/2 to The Rural Banking and Finance Corporation - 3.6.1986 at 10.55am.

No. 841607 Electricity Agreement under Section 113 of the Electricity Act 1968 - 1.9.1971 at 10.05a.m.

Mortgage 605479/3 to The Rural Banking and Finance Corporation - 3.6.1986 at 10.55am.

Mortgage 449910/3 to Farmers Finance Limited - 25.8.1983 at 11.11a.m.

No. 605479/4 Memorandum of Priority making mortgages 605479/2, 605479/3 and 475589/1 first second and third mortgages respectively - 3.6.1986 at 10.55am.

Mortgage 475589/1 to Jemina Elizabeth Le Grice John Mallard Shearer, Logan Simpson Shearer and Gerald Victor Salmon - 21.2.1984 at 11.40a.m.

A.L.R.

for A.L.R.

No. 602088/2 Certificate of Alteration under Section 113 Land Act 1948 whereby the area of the within lease is now 6065.0606 hectares - 12.5.1986 at 10.42a.m.

No. 918288/1 Land Improvement Agreement under Section 30A of the Soil Conservation and Rivers Control Act 1941 - 30.1.1991 at 11.58am

A.L.R.

for A.L.R.

No. 944694/1 Notification Certificate pursuant to Section 19 Public Works Act 1981 - 15.4.1991 at 11.49am

A.L.R.

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SEE NEXT PAGE.....



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2.

easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of 33 years, commencing on the 1st day of 19... together with the period between the date of this lease and the aforesaid 1st day of 19... YIELDING and paying therefor unto the Department of Lands and Survey at... the annual rent of \$... payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. AND also paying in respect of the improvements specified in the Schedule hereto the sum of \$... by a deposit of \$... (which has already been paid) and thereafter by... half-yearly instalments of \$... on the 1st day of January and the 1st day of July in each and every year.

AND the Lessee doth hereby covenant with the Lessor as follows:

1. THAT without derogating from or restricting the covenants contained and implied in this lease and on the part of the Lessee to be performed or complied with the Lessee will not at any time during the said term depasture on the land hereby demised more than 3410 sheep which number shall not include more than 2200 breeding ewes nor more than 1540 cattle which number shall not include more than 770 breeding cows PROVIDED HOWEVER that the Lessee may with the prior written consent of the Land Settlement Board carry such additional stock on such terms and conditions as may therein be specified subject nevertheless to the right of the Land Settlement Board to revoke or vary such consent at any time.

2. THAT the Lessee will at all times farm the land hereby demised in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Soil Conservation and Rivers Control Act 1941.

3. See page 3 at \*.

AND it is hereby agreed and declared by and between the Lessor and Lessee:

1. THAT pursuant to the provisions of the Noxious Animals Act 1956 officers and employees of the New Zealand Forest Service and other authorised persons shall at all times have a right of ingress, egress and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the said Service is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers, employees and other authorised persons in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.

2. & 3. See page 3 at \*.

AND it is hereby declared and agreed that these presents are intended to take effect as a Pastoral Lease of pastoral land under section 66 of the Land Act 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

IN WITNESS whereof the Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, has hereunto set his hand, and these presents have also been signed by the said Lessee.

Signed by the said Commissioner on behalf of the Lessor, in the presence of--

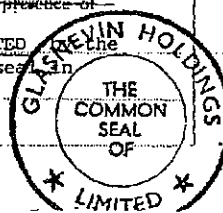
Witness: Helen Beahm
Occupation:
Address: 400 and 402, Christchurch

DEPUTY Commissioner of Crown Lands ASSISTANT

EXECUTED

Signed by the above-named Lessee, in the presence of

Witness: GLASNEVIN HOLDINGS LIMITED
Occupation: affixing of its common seal in the presence of:
Address:

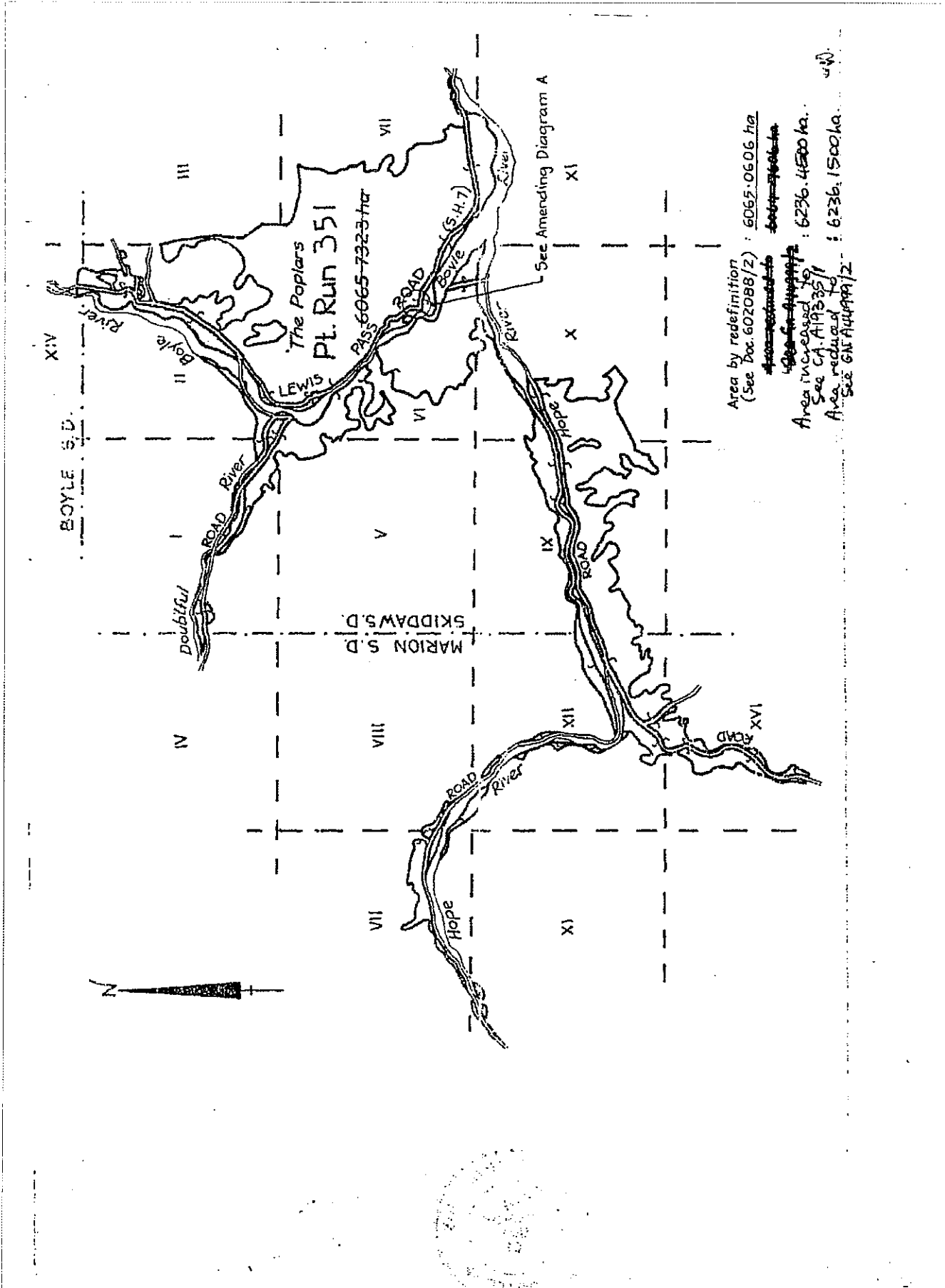


John of Swares Lessee Director
Secretary

600/267-31243 W

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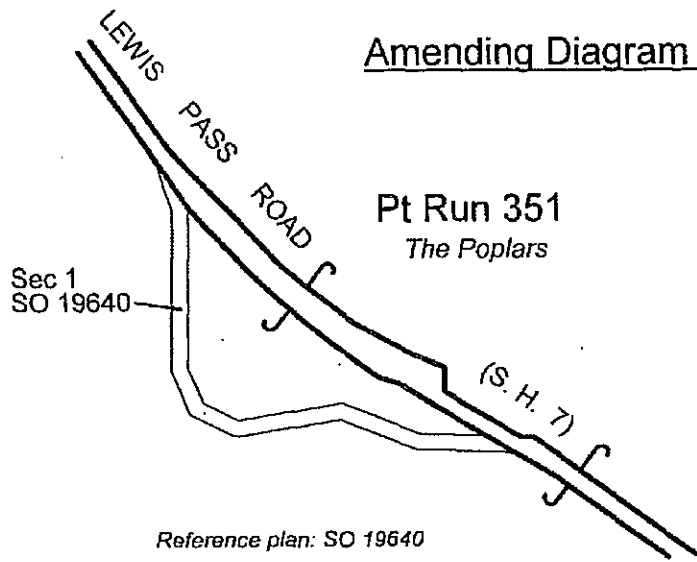
CB28F/1034



Identifier

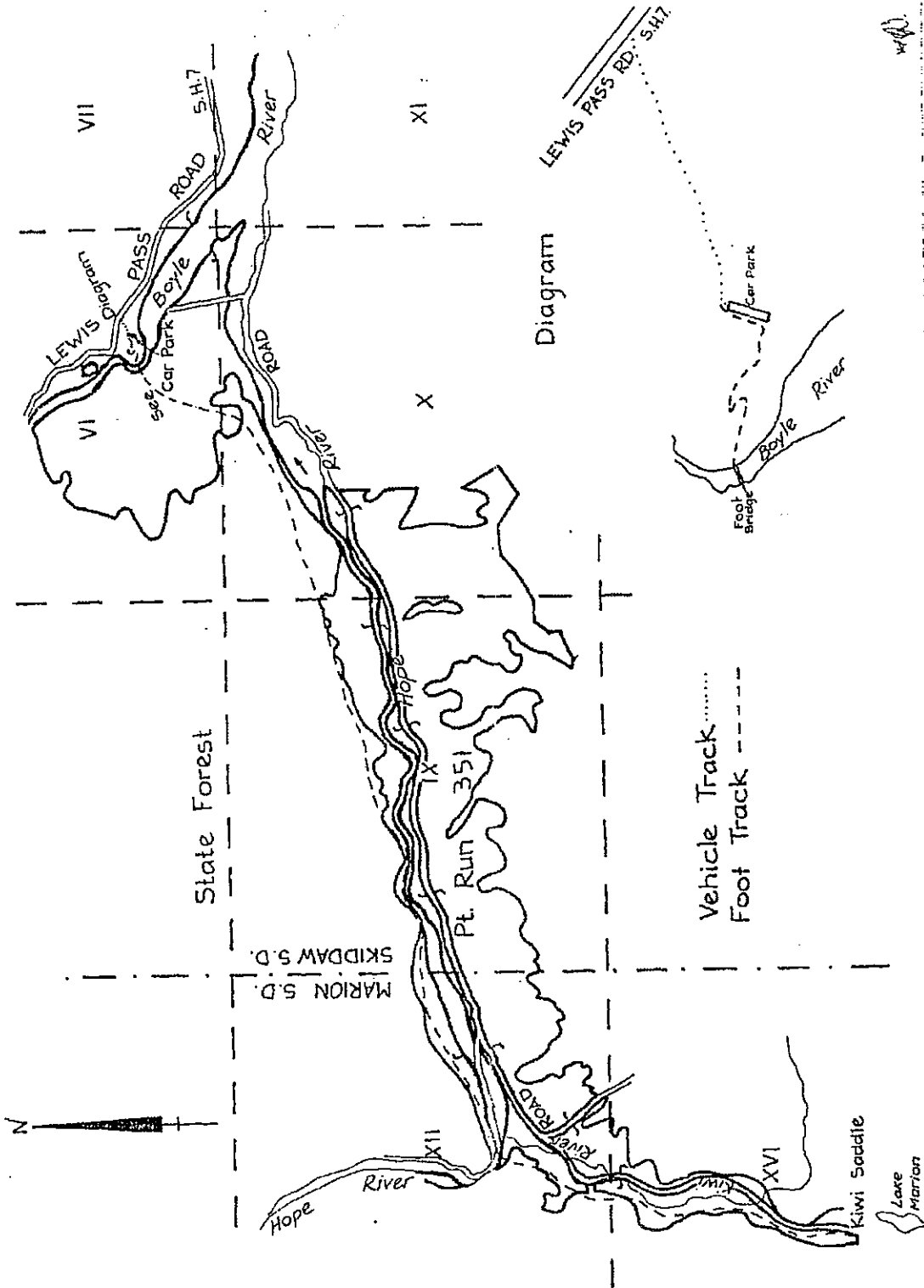
CB28F/1034

Amending Diagram A



Identifier

CB28F/1034



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Identifier

CB28F/1034

3.

- \* 3. THAT in addition to the powers of the Commissioner pursuant to Section 108 of the Land Act 1948 the Lessee shall not undertake without the Commissioner's prior written approval any clearing, cultivation, drainage or subdivisional fencing in the following areas:
- (a) the Hope Valley and the Kiwi Valley above the confluence of the Hope and Kiwi Rivers and
  - (b) the true left bank of the Hope River below the Kiwi River confluence to grid reference 767/690 of map NZMS S 53.
- + 2. THAT the Lessor reserves into Herself, officers and employees of the New Zealand Forest Service and the general public the rights of ingress, egress and regress over the existing tracks depicted on the diagram attached hereto (such diagram showing the general location of the track from State Highway No. 7 to the Kiwi Saddle). Vehicular traffic shall have the right of ingress, egress and regress over that part of the track marked "Vehicle Track" on the said diagram, the right to park vehicles in the area marked "Car Park" and foot access only over that part of the track marked "Foot Access". The tracks and car park shall be maintained by the Lessor through the New Zealand Forest Service. Persons using the tracks shall at all times avoid disturbing the Lessee's stock and anyone found disturbing stock may be denied access by the Lessee.
3. PURSUANT to Section 58(3) of the Land Act 1948 a strip of land 20 metres in width along the banks of all rivers and streams which have an average width of not less than 3 metres is excluded from the within lease.

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CB28F/1034

28F/1034

Mortgage 972406/1 to Wrightson Farmers Finance Limited - 17.2.1992 at 11.27am

*C. Miare*  
for A.L.R.

No. A19335/1 Certificate of Alteration pursuant to Section 113 Land Act 1948 whereby the area of the within lease is now 6236.4500 hecatares - 16.10.1992 at 10.41am

\*\*  
Gazette Notice A44999/2 declaring parts 85m<sup>2</sup> and 2915m<sup>2</sup> are acquired for road and shall vest in the Crown - 1.4.1993 at 2.35pm

*C. J. Juby*  
for A.L.R.

\*\* Gazette Notice A44999/1 declaring parts 85m<sup>2</sup> and 2915m<sup>2</sup> are set apart for road and forms part of State Highway No. 7 - 1.4.1993 at 2.35pm

*C. J. Juby*  
for A.L.R.

Transmission A69558/1 of her interest Jemina Elizabeth Le Grice in Mortgage 475589/1 to John Malcolm Shearer, Logan Sinclair Shearer and Gerald Victor Dalison as survivors - 6-9-1993 at 11.47am.

*R Palmer*  
for A.L.R.

NO. A152214/1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 22.12.1994 at 11.49am

CHARGED  
7000  
17/1/95

*R Palmer*  
for A.L.R.

No. A211924/1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 19.12.1995 at 3.57pm

*R Palmer*  
for A.L.R.

X CAVEAT A214975/1 BY HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE REGIONAL SOLICITOR OF DEPARTMENT OF SURVEY AND LAND INFORMATION - 19.12.1996 at 10.45am

WITHDRAWN  
10/1/97

*R Palmer*  
for A.L.R.

No. A219265/3 Change of Name of the above proprietor to Poplars Station Limited - 9.2.1996 at 2.48pm

*R Palmer*  
for A.L.R.

No. A225448/1 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 13.3.1996 at 3.44pm

*R Palmer*  
for A.L.R.

No. A232770/3 Variation of the terms of the within Lease - 23.4.1995 at 11.10am

*C. Miare*  
for A.L.R.

Transfer A232770/4 to Poplars Station (1996) Limited at Christchurch - 23.4.1996 at 11.10am

*C. Miare*  
for A.L.R.

Mortgage A232770/5 to BNZ Finance Limited - 23.4.1996 at 11.10am

*C. Miare*  
for A.L.R.

A441553.1 Gazette Notice (1999 p.1306) declaring parts (1.7352 ha) are acquired for road and shall form part of State Highway No. 7 and shall vest in the Crown and also declaring part (1.3380 ha) of the adjoining road to be stopped and shall be amalgamated with the within land subject to Mortgage 232770.5

A441553.3 Notice of New Appellation whereby parcel C, SO Plan 19640 is now known as Section 1 SO Plan 19640

all 17.1.2000 at 9.00

*R Palmer*  
for RGL



**APPENDIX 2**

Approved by Registrar-General  
of Land under No. 1996/6016EE

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# CAVEAT

[Caveat forbidding registration of  
dealing with Estate or Interest]

Land Transfer Act 1952

Law Firm Acting
McVeagh Fleming Solicitors Auckland  TEL/494A TELECAVEAT

Auckland District Law Society  
REF: 4190 /2

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



**CAVEAT**  
**RELEASED UNDER THE OFFICIAL INFORMATION ACT**  
 [Caveat is a notice filed with the Registrar-General of Land dealing with Estate or Interest]  
 Land Transfer Act 1952

X 8832155.1 CAVEAT  
 CPT-81/83.P05-002.29/83/81.13164



DocID: 210182765



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

Land Registration District

CANTERBURY

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

28F	1034	All	
-----	------	-----	--

Caveator Surnames must be underlined or in CAPITALS

TELECOM NEW ZEALAND LIMITED

Estate or Interest claimed

As grantee under an unregistered Deed of Easement dated 26 October 2000 between the COMMISSIONER OF CROWN LANDS the Lessor under the pastoral lease registered in Volume 28F Folio 1034 as the grantor and the caveator as the grantee whereby the COMMISSIONER OF CROWN LANDS granted an easement in gross for telecommunication purposes over parts of the land described in the above-mentioned pastoral lease.

Notice Clause

Take notice that the above-named Caveator forbids the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by me, or by order of the High Court, or until the same has lapsed under the provisions in that regard contained in Section 145 of the Land Transfer Act 1952.

Place where notices may be served

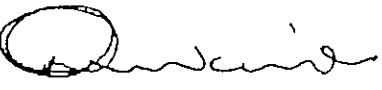
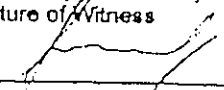
Christchurch Legal Search Bureau Ltd, 190 Hereford Street, Christchurch  
 (Re McVeagh Fleming, Attention: D A Wishart; re TEL245/494)

Address for service of Registered Proprietor

The Commissioner of Crown Lands, c/o R W Lysaght, Crown Property Management, Land Information New Zealand, 195 Hereford Street, Christchurch (Private Bag 4721)

Dated this 9<sup>th</sup> day of March 2001

Attestation

 Signature, or common seal of Caveator	Signed in my presence by the Caveator Signature of Witness 	by its solicitor and duly authorised agent DESMOND ARTHUR WISHART
	Witness to complete in BLOCK letters below (unless typewritten or legibly stamped) Witness name Occupation KATHERINE MICHELLE NEWICK SOLICITOR Address AUCKLAND	

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4100 H

  
 Solicitor for the Caveator

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HER MAJESTY THE QUEEN

and

TELECOM NEW ZEALAND LIMITED

---

**DEED OF EASEMENT**

*(General Easement)*

---

CONFIDENTIAL COPY PROVIDED TO  
LINZ (CROWN PROPERTY MANAGEMENT)  
CONTRACTOR FOR PURPOSES ASSOCIATED

WITH CONTRACT **5012** ONLY.  
NOT TO BE FURTHER COPIED, REPRODUCED  
OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

---

McVEAGH FLEMING  
SOLICITORS  
AUCKLAND



## RELEASED UNDER THE OFFICIAL INFORMATION ACT

## DEED OF EASEMENT

*(General easement)*

Date:

26<sup>th</sup> Sept October 2000  
TR

## PARTIES

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

## BACKGROUND

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

BY THIS DEED IT IS AGREED AND DECLARED as follows:

## 1.1 DEFINITIONS

In this deed,

"Commencement Date" means the date first written above;

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

"Easement Land" means the area of the Grantor's Land delineated as "Proposed Telecom Easement" on the plan on the Second Schedule setting out the location of the Lines and Works on the Grantor's Land being the area within which the Grantee may exercise the rights granted by this Deed;

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

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

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

TR

CWM

CEB

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

"Pastoral Lease" means pastoral lease no P15 recorded in the Register Book as Volume 28F Folio 1034 (Canterbury Land District) and as is more particularly delineated in the plan drawn thereon;

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

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

**1.2 Construction**

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

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

**2. GRANT OF RIGHTS**

- 2.1 The Grantor hereby grants to the Grantee, for a term of 19 years 364 days commencing on the Commencement Date and (subject to clause 12) expiring on the date which is 2 days prior to the 20th anniversary of the Commencement Date, pursuant to section 60 of the Land Act 1948, the following easements in gross:

*AW*

*AD*  
*CS*

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- 2.1.1 the right to construct, install and maintain Works on that part of the Easement Land substantially in accordance with the details shown on the plan in the Second Schedule and to use the Works for the purposes of Telecommunication without interruption or impediment;
- 2.1.2 the right to lay and maintain Lines in and under the soil of that part of the Easement Land or as the case may be on and over that part of the Easement Land and to use such Lines for the purposes of Telecommunication without interruption or impediment;
- 2.1.3 the right for the Grantee to enter upon, go, pass and repass by vehicle, air or foot over the Easement Land (and such part of the Grantor's Land immediately adjoining the Easement Land as may reasonably be necessary to exercise the rights in this clause, provided that the Lessee's consent is first obtained) with or without vehicles, laden or unladen and with materials, machinery and implements from time to time and at all times and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, replacing or altering and renewing any Lines or Works or any part thereof and of opening up the soil of the Easement Land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the Grantor's Land.
- 2.1.4 the right to permit NZ Police to co-site telecommunications equipment on the Easement Land and to have access to the same subject to the provisos of this Deed.

**3 CONSIDERATION**

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

**4 PAYMENT OF COMPENSATION TO LESSEES**

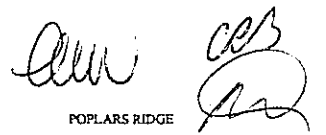
- 4.1 The Grantee has entered into an agreement with the Lessees recording receipt by the Lessees of a payment from the Grantee, which amount is acknowledged by the Lessee to be paid in lieu of the payment of any compensation by the Grantor pursuant to section 60(1) of the Land Act 1948, and that agreement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

**5 OBLIGATIONS OF THE GRANTEE**

- 5.1 The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

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- 5.1.1 The Grantee shall when on the Easement Land:
- (i) wherever possible remain on the roads and tracks constructed on the Easement Land;
  - (ii) not use or cause to be used either any tracked vehicle or any other class of vehicle which has been prohibited by the Grantor;
  - (iii) immediately after passing through any gates, close such of them as were closed and lock such of them as were locked immediately before such passing through;
  - (iv) take all reasonable precautions for guarding against any danger (including, but without limitation, fire, physical damage or disease) on the Grantor's Land, and in particular shall (but without limiting the general obligation to take full and proper precautions pursuant to this clause 5.1.1 (iv)) comply with all reasonable conditions that may be imposed from time to time by the Grantor or any lawful authority;
  - (v) ensure that as little damage or disturbance as possible is caused to the surface of the Grantor's Land and that the surface is restored as nearly as possible to its former condition and any other damage done by reason of the activities permitted on the Easement Land by this Deed is repaired forthwith;
  - (vi) ensure that the Grantee does not enter upon the Easement Land without first contacting the Lessees by telephone and advising them of their intention to enter upon the Easement Land for the purposes permitted in this Deed except in cases of emergency.
- 5.1.2 The Grantee shall, at its cost, maintain and repair to the reasonable satisfaction of the Grantor any part of the Grantor's Land, including the tracks, fences, gates, drains, buildings or other structures, which is damaged by the Grantee **PROVIDED THAT** the obligation to maintain and repair shall only arise if damage is caused by the Grantee.
- 5.2 The Grantee shall compensate the Grantor for any loss suffered by the Grantor if the actions of the Grantee result in damage to stock on the Grantor's Land.
- 5.3 The Grantee shall at all times in the exercise of the rights set out in this Deed not obstruct or hamper the Grantor, or any agents, employees and contractors of the Grantor, in its or their normal or reasonable use of the Grantor's Land.
- 5.4 The Grantee shall not at any time except with the prior written approval of the Grantor (which approval shall not be unreasonably withheld) carry out any activity which is not included within clause 2 of this Deed on the Grantor's Land, or do any other thing which would affect the ability of the Grantor to use the Grantor's Land.

Handwritten signatures and initials, including 'AM' and 'CES'.

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- .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 OBLIGATIONS OF THE GRANTOR**

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

**7 ACCESS TRACK**

- 7.1 Access to the site will be by helicopter to be landed within the Easement Area as shown on the plan in the Second Schedule.

**8 OWNERSHIP OF LINES AND WORKS**

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

**9 COSTS**

- 9.1 The Grantee shall bear all reasonable costs and expenses (including the Grantor's legal costs and expenses where recovery of those costs is permitted by law) in relation to the preparation registration and enforcement of any provisions in this Deed.

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- 9.2 All costs for the installation of Lines and carrying out of Works permitted by this Deed shall be paid for by the Grantee.

**10 INDEMNITY**

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

**11. GRANTOR'S LIABILITY EXCLUDED**

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

**12 TERMINATION**

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

**13 REGISTRATION**

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

**14 DELEGATION**

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

**15 DISPUTES**

- 15.1 If any dispute arises between the Grantor and the Grantee concerning the rights created by this Deed the parties shall enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent arbitrator appointed by the President for the



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time being of the District Law Society in which the Grantor's Land is situated. Such arbitration shall be determined in accordance with the Arbitration Act 1996, excluding the second schedule thereof, and the parties' execution of this Deed shall be deemed to be a submission to arbitration **PROVIDED THAT** this clause shall be subject in all respects to the provisions of section 17 of the Land Act 1948.

**16 NOTICES**

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

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

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

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

**17 SEVERABILITY**

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

**18 TELECOMMUNICATIONS ACT**

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

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

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


SIGNED by MICHAEL JOHN TODD pursuant to a delegation from the Commissioner of Crown Lands in the presence of:



**Witness:**

**Occupation:**  
0136081.01

**Address:**

  
GRANT KASPER WEBLEY  
PORTFOLIO MANAGER  
CROWN PROPERTY MANAGEMENT  
C/- LINZ, CHRISTCHURCH



RELEASED UNDER THE OFFICIAL INFORMATION ACT

SIGNED for and on behalf of TELECOM NEW ZEALAND LIMITED  
on the 25 day of SEPT 2000 by two of its Attorneys:  
and

Tina Ming-Wong  
Environmental Manager  
Wellington

Craig Ritchie Bonnington  
Tenure Administration Manager  
Telecom New Zealand Limited

  
Signature

  
Signature

in the presence of:

WITNESS: (to both signatures)

  
Signature

Grant Jason Robertson  
Acquisition Project Consultant  
Wellington

Name:  
Occupation:  
Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We: Tina Ming-Wong  
Environmental Manager  
Wellington

and

Craig Ritchie Bonnington  
Tenure Administration Manager  
Telecom New Zealand Limited

hereby severally certify:

1. That by a Power of Attorney dated 26 June 2000 copies of which are deposited in the Land Titles Offices at:

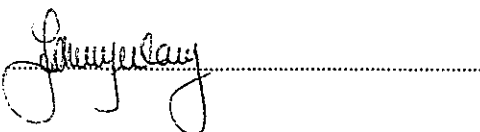
Auckland	as No 521230.2	Gisborne	as No 230375.1	Napier	as No 705837.1
Blenheim	as No 212782.2	Hamilton	as No 615629.2	Nelson	as No 399941.1
Christchurch	as No A469605.1	Hokitika	as No 114641.2	New Plymouth	as No 472841.1
Dunedin	as No 110100317	Invercargill	as No 274318.2	Wellington	as No 791971.2

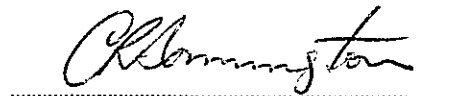
Telecom New Zealand Limited ("Telecom") appointed as its Attorneys on the terms and subject to the conditions set out in the said Power of Attorney any two of the following persons (and each and every person as may for the time being be acting as such): the Manager Network Estate, Telecom; the Environmental Manager, Telecom; the Tenure Administration Manager, Telecom; the Property Acquisitions Manager, Telecom; the Property Performance Manager, Telecom; the Property Utilisation Manager, Telecom; the Property Facilities Manager, Telecom; the General Manager Network Delivery, Telecom; the Real Estate Strategy Manager, Telecom; the Manager Corporate Services, Telecom; the General Manager Human Resources, Telecom;

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

SIGNED at Wellington  
this 25th day of September 2000

SIGNED at Wellington  
this 25 day of SEPT 2000







**RELEASED UNDER THE OFFICIAL INFORMATION ACT****FIRST SCHEDULE****1. GRANTOR'S LAND**

6236.1500 ha being part Run 351 situated in Boyle, Marion and Skiddaw Survey Districts and being all the land referred to in Pastoral Lease P15 entered in the Canterbury Land District Register Book Vol 28F Folio 1034

**2. GRANTOR'S ADDRESS**

Land Information New Zealand  
Lambton House  
110 Lambton Quay  
Wellington

Attention: The Commissioner of Crown Lands

**3. GRANTEE'S ADDRESS**

Telecom Centre L1U2  
49-55 Tory Street  
Wellington

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

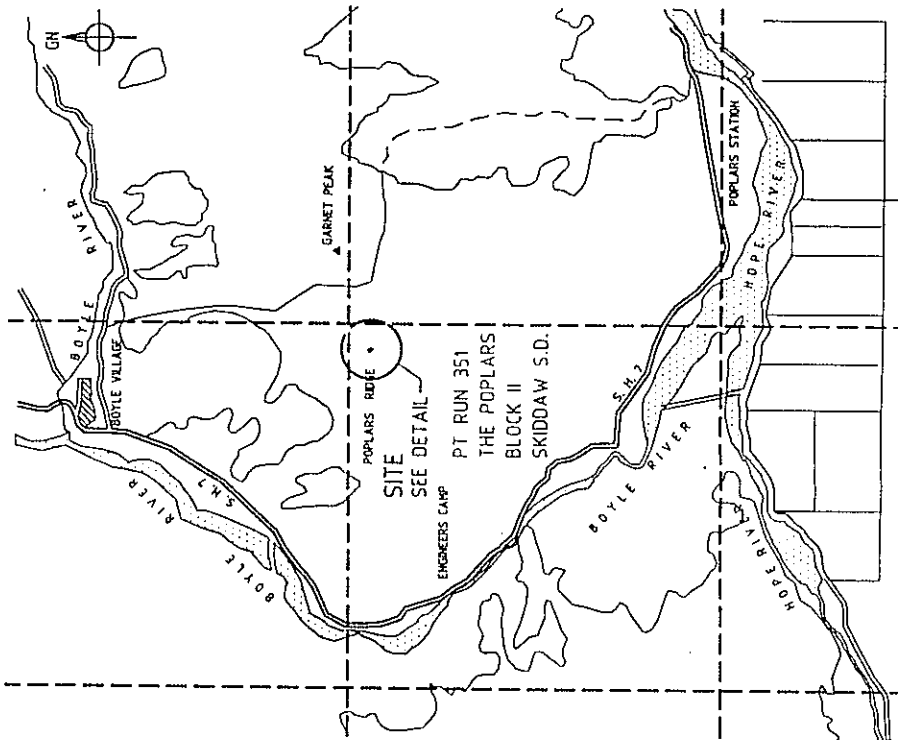
**RELEASED UNDER THE OFFICIAL INFORMATION ACT  
SECOND SCHEDULE**

*PLAN TO BE INSERTED*

  
POPLARS RIDGE 

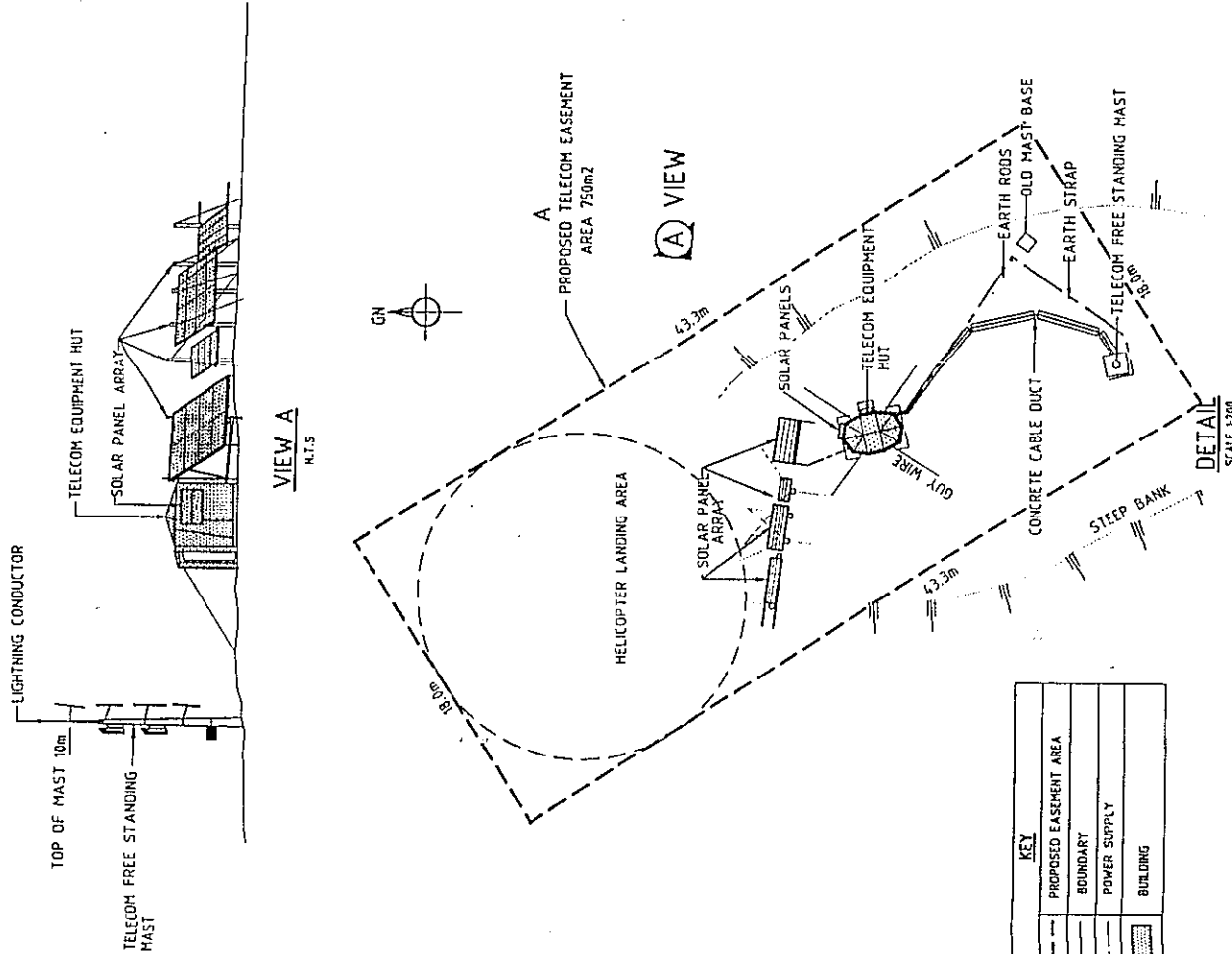
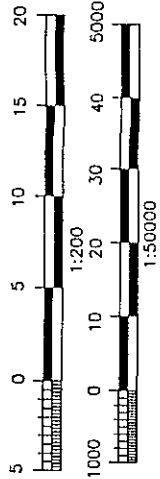
SCHEDULE OF EASEMENTS IN GROSS		
SHOWN	SERVIENT TENEMENT	GRANTEE
(A)	Part Run 351 The Poplars Block 2 Skiddaw S.D.	Telecom New Zealand Limited

NOTES:  
 1. All dimensions and areas are subject to final construction and survey.  
 2. This proposal is wholly within pastoral lease P15 contained in CT28F/1034 Canterbury with lessor Her Majesty the Queen and lessee Poplars Station (1996) Limited as tenant.



**SITE PLAN**  
SCALE 1:50000

APPROXIMATE GRID REFERENCE  
NZMS 260 M3Z 602503



**VIEW A**  
N.T.S.

**VIEW A**

**DETAIL**  
SCALE 1:200

KEY	
[Dashed line]	PROPOSED EASEMENT AREA
[Solid line]	BOUNDARY
[Hatched area]	POWER SUPPLY
[Solid rectangle]	BUILDING

APPROVED	DATE	BY	CHECKED	DATE
[Signature]	17/97	[Signature]		



TELECOM NATIONAL PROPERTY  
 DATABASE INDEX NUMBER: 40187  
 PROVIDED BY: **OPUS**  
 INTERNATIONAL CONSULTANTS  
 CHRISTCHURCH

TITLE: TELECOM NEW ZEALAND LIMITED POPLARS RIDGE NETWORK SITE CANTERBURY			
PROJECT NO:	6/1523/2	DATE:	20/1/97
FILE NO:	5802	JOB NO:	DX009
SCALE:	AS SHOWN	FILE NO:	DX009A

**APPENDIX 3**

**PASTORAL LEASE EASEMENT**

**THIS DEED** is dated the 2nd day of April 2002  
Her Majesty The Queen, acting by and through  
**BETWEEN THE COMMISSIONER OF CROWN LANDS** pursuant to the Land  
Act 1948 ("the grantor")

**AND MAINPOWER NEW ZEALAND LIMITED** at Rangiora ("the grantee")

**BACKGROUND**

1. The grantee wishes to install electricity transmission lines over the land referred to in Schedule 1 (the land) as shown on the attached plan (the plan).
2. The Commissioner of Crown Lands has agreed to grant a transmission line easement upon certain conditions.
3. The parties wish to record the conditions associated with the transmission line.

**NOW THIS DEED WITNESSETH** that it is hereby agreed between the grantor and the grantee as follows:

1. **Definitions**

Commencement Date means the date of this deed

Grantee includes all servants, agents, employees, workers and contractors and any licensee, lessee or tenant of the grantee

Lessee means the present Lessee of the land at the applicable time

Transmission Line means a wire or wires or a conductor of any other kind (including a fibre optic or coaxial cable) used or intended to be used for the transmission of electricity and/or telecommunication signals, waves or impulses; and includes the insulator, tower, pole, ground stay, supporting structure, cross-arm, foundation, casing tube, tunnel, underground cable, minor fixture or other item, equipment or material used or intended to be used for supporting, securing, enclosing, surrounding and protecting a transmission line; and also includes any tower or pole mounted transformers, fuses, fuse holder, automatic switches, voltage regulators, capacitors or other instrument, apparatus or device used in association with a transmission line for the purposes of protecting and

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LINZ (CROWN PROPERTY MANAGEMENT)  
CONTRACTOR FOR PURPOSES ASSOCIATED

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OR DISTRIBUTED WITHOUT THE  
PERMISSION OF LINZ

facilitating the transmission of electricity and telecommunication signals, waves or impulses through the transmission line.

## 2. Interpretation

For the purpose of interpretation or construction of this Memorandum, unless the context otherwise requires:

- (a) reference to clauses or a Schedule are references to clauses of, and a Schedule to, this Memorandum;
- (b) words importing the singular or plural number include the plural and singular number respectively;
- (c) headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Memorandum;
- (d) reference to the parties include their respective successors and assigns; and
- (e) reference to a statute or statutory provision includes references to that statute or statutory provision (as the case may be) and to any regulations made pursuant to that statute or statutory provision (as the case may be), from time to time modified, codified or re-enacted, whether before or after the date of this Memorandum, so far as that modification, codification or re-enactment applies, or is capable of applying, to this Memorandum and the transfer and grant of the Transmission Easement under it.

## 3. Grant of Rights

From the commencement date the Grantor TRANSFERS AND GRANTS to the Grantee the following rights and interests:

- (a) The right to survey and investigate in respect of and to lay, construct, operate, inspect, use, maintain, renew, upgrade, change the size of and remove the transmission line in, over, under or through those parties of the land identified on the plan (which parts are collectively referred to as "the easement strip")
- (b) The grantee shall have the right to convey, send or transport electricity and telecommunication signals, waves or impulses on, over, in, under, across and through the transmission line.



- (c) The grantee shall have the right for the grantee and other persons authorised (whether expressly or impliedly) by the grantee with any vehicles, equipment, aircraft, and materials of any kind to enter the land and the easement strip for all and any purposes necessary or convenient for the grantee to exercise its rights and interests granted under this deed (including the right to extinguish fires), but subject to the conditions that as little disturbance as is reasonably possible is caused to the land and other property in doing so.

**4. Payment of Compensation to Lessee**

The grantee hereby records it has obtained such consents and paid such sums as may have been agreed between the Grantee and Lessee and the Lessees have acknowledged that no further claim for compensation shall be made against any party pursuant to Section 60(1) of the Land Act 1948.

**5. Obligations of the Grantee**

- (a) The Grantee may dig up and excavate the Easement Strip, construct whatever roads, tracks, access ways, fences, gates and other worked deemed necessary by the Grantee for it to exercise its rights and interests granted under this Memorandum and which are approved by the Grantor, Lessee or any mortgagee of the land (that approval not to be unnecessarily withheld), but subject to the condition that as little disturbance as possible is caused to the Grantor, the land, stock and other property in doing so.
- (b) The Grantee shall and will at all times repair and maintain the Transmission Line as may be laid, in or carried over the Easement Strip in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are required and will prevent the same from becoming a nuisance.
- (c) In exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the land and will except in case of emergency give reasonable notice to the Grantor of the Grantee's intention to carry out any works authorised hereby.

**6. Obligations of Grantor:**

- (a) The Grantor will not do or suffer nor permit to be done any act, matter or thing whereby the Grantee's rights hereunder or the Transmission Line may be interfered with or affected and in particular (but not as to restrict the generality of this clause) the Grantor will not either itself nor permit

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any Lessee to place or plant nor suffer nor permit to be placed or planted on the Easement Strip any tree, shrub or building.

- (b) In the event that the transmission line shall be situated above ground level, the Grantor will not either itself nor permit any Lessee to permit plants, shrubs, bushes or other vegetation to either overhang or transgress an area 4 metres from any transmission line and the right shall be reserved to the Grantee to trim and remove any vegetation so overhanging or transgressing.
- (c) The Grantor will not itself nor permit any lessee without the prior approval in writing of the Grantee first had or obtained alter or permit to be altered the existing ground level within the Easement Strip nor lay or cause to be laid or constructed any additional services within the Easement Strip, and any permission granted for any of those purposes may be granted subject to such conditions as the Grantee may see fit to impose.
- (d) The Grantor will not itself nor permit any lessee to do anything on or in the land which could or would damage or endanger the Transmission Line.
- (e) Notwithstanding the obligations of the Grantor described herein the Grantor shall not be held personally liable in contract, tort, or otherwise in relation to its failure to perform or comply with its obligations including liability for direct or indirect consequential losses that may arise or from any activity carried out by the Grantor on the land.

### **7. Ownership of Structures**

The parties hereby agree that for the purposes of this Memorandum the Transmission Line is a chattel and shall form no part of any real property owned by the Grantor whether by way of fixture or otherwise and in any or all sales, transfers, leases or other dispositions of any property by the Grantor the Transmission Line shall be designated as a chattel and excluded from the sale, lease, transfer or disposition.

### **8. Statutes and Regulations**

- (a) It is acknowledged by the Grantee that its rights under the Transmission Easement are subject to the provisions of all applicable statutes, ordinances, regulations and by-laws.
- (b) The Grantee covenants with the Grantor that it will comply with the provisions of all statutes, ordinances, regulations and by-laws in any way

relating or affecting the Transmission Line or the exercise, or the attempted or intended exercise, by it of any of its rights under this Memorandum, and will also comply with the provisions of all licences, requisitions and notices issued, made or given by any competent authority in respect of the Transmission Line or the exercise, or attempted or intended exercise, by the Grantee of any of its rights under this Memorandum.

**9. Costs**

The grantee shall bear all costs for the preparation and registration of this deed and the installation of the transmission line the subject of this easement.

**10. Indemnity Against Third Party Claims**

- (a) The Grantee hereby indemnifies the Grantor against any loss, claim, damages, costs, expenses, liability or proceedings suffered or incurred at any time by the Grantor in connection with this Deed or as a direct result of the Grantee exercising any of its rights under this Deed, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied in this Deed.
- (b) The quantum of any damages payable pursuant to this clause will be determined by agreement between the Grantor and the Grantee or, if they fail to agree, then they will follow the procedures set out in Clause 14 herein.

**11. Termination**

- (a) No power is implied for the Grantor to determine the easement for any breach of covenant (expressed or implied) or for any causes whatever. It is the intention of the parties that the rights conferred pursuant to this Memorandum will subsist forever or until duly surrendered.
- (b) Provided however in the event the within easement is determined for any reason, the grantee shall remove such structures as the grantee may have placed on the land and restore the grantor's land to pre-easement conditions.

**12. Registration**

- (a) The grantor and the grantee hereby agree to do all such things and execute such documents as may be necessary to enable the registration of a memorandum of transfer incorporating the terms of this

memorandum and undertake to do all such actions and pay all such fees as may be necessary to formally record the existence of this deed.

**13. Grantor's rights of delegation**

- (a) 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.
- (b) The grantee may grant any licence or right over all or any part of any estate or interest conferred by this memorandum and may assign all or any part of that estate or interest.

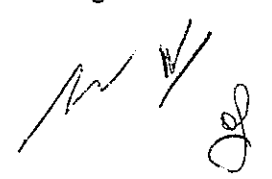
**14. Disputes**

- (a) Subject to Section 17 of the Land Act 1948, all disputes and differences which may arise between the parties in relation to this Memorandum, or as to any matter arising under this Memorandum or in relation to the parties' rights or obligations under this Memorandum, will be referred to arbitration in accordance with the Arbitration Act 1996.
- (b) The arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the dispute or difference and that party's desire to have the matter referred to arbitration.
- (c) The arbitration will be by one arbitrator, if the parties can agree upon one, and, if not, then by following the procedures set out in the Arbitration Act 1996.

**15. Notices**

All notices required to be given by one party to the other under this deed shall be delivered by hand or sent by post to the address of the party set out in schedule 2 or such other addresses as the addressee may from time to time have notified for the purpose of this clause. Any address may include an electronic address including e-mail and facsimile. Notices shall be deemed to have been received:

- i) If sent by post, 3 business days after posting exclusive of the day of posting
- ii) If delivered by hand, on the delivery date



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- iii) If sent by electronic means, at the time of transmission if transmitted during business hours and if not during business hours, one hour after the commencement of the next working day from the date of transmission.

**16. Severability**

Where any part of this deed of easement is held to be illegal, void, or unenforceable for any reason such determination shall not prevent the enforceability of the remaining parts of this deed which shall remain in full force and effect.

Signed for and on behalf of  
 Her Majesty The Queen by  
 Queen's Counsel pursuant to a delegation  
 from ~~SIGNED by THE COMMISSIONER~~

**OF CROWN LANDS** in the presence of:

*R. Webster*

*O.J. Christ*

ROBERT JOSEPH WEBSTER PORTFOLIO MANAGER CROWN PROPERTY MANAGEMENT C/- LINZ, CHRISTCHURCH
---------------------------------------------------------------------------------------------------

**SIGNED by MAINPOWER NEW ZEALAND LIMITED** in the presence of:

*[Signature]*  
 Director

*[Signature]*  
 Group Finance Manager

**SCHEDULE 1**

**The Land:**

6234.7148 hectares or thereabouts being part Run 351 SO 18806 CT 28F/1034 (Canterbury Registry)

**SCHEDULE 2**

**Address for Service**

Grantor: Commissioner of Crown Lands, Land Information New Zealand,

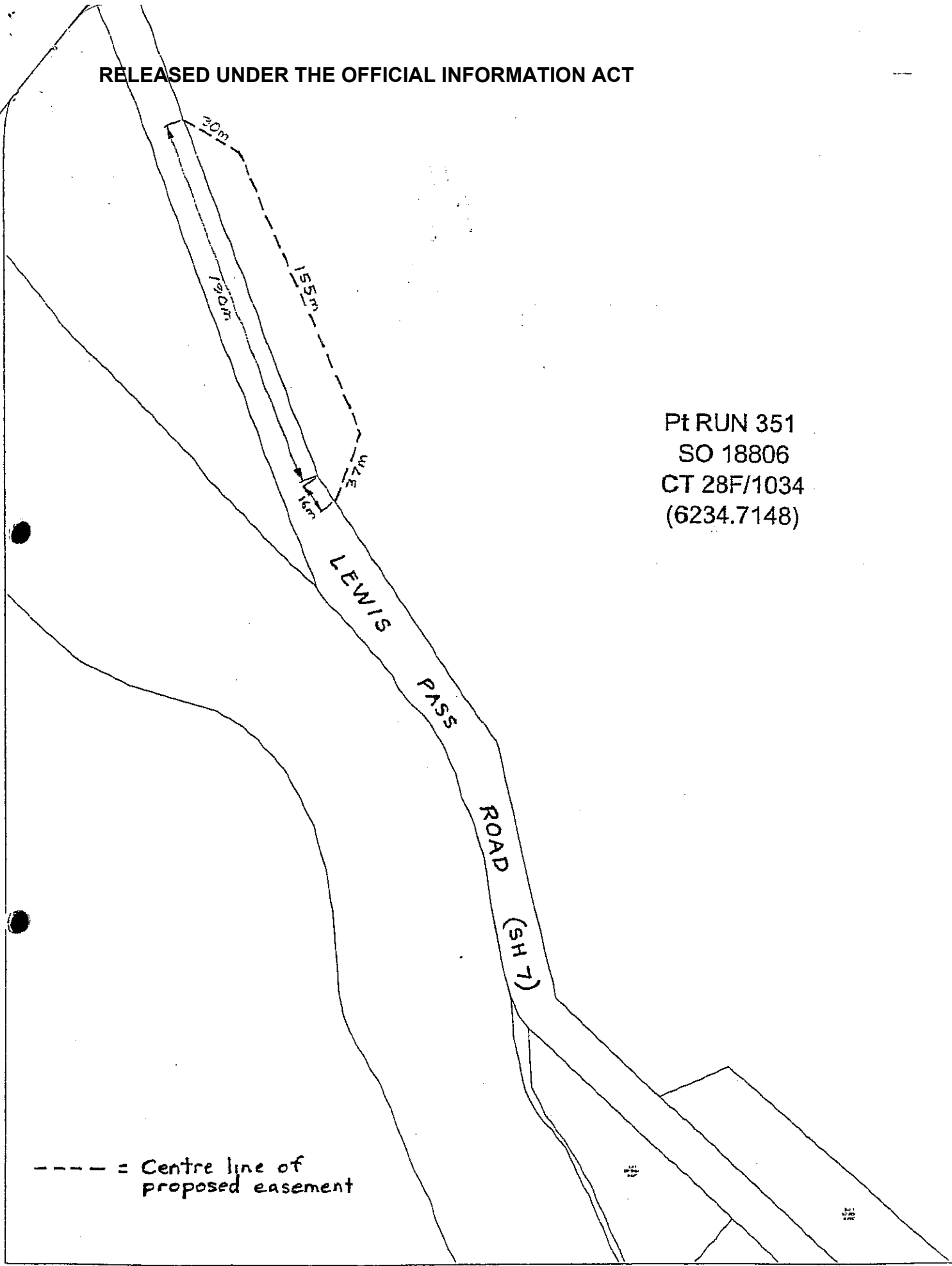
*[Handwritten mark]*

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160 Lambton Quay, PO Box 5501, Wellington,  
Facsimile 64-4-4722244

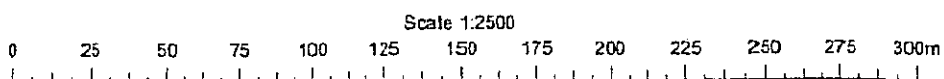
Grantee: MainPower New Zealand Limited,  
9-11 High Street, PO Box 346, Rangiora  
Facsimile 64-3-3132784

Deeds - MainPower - Pastoral



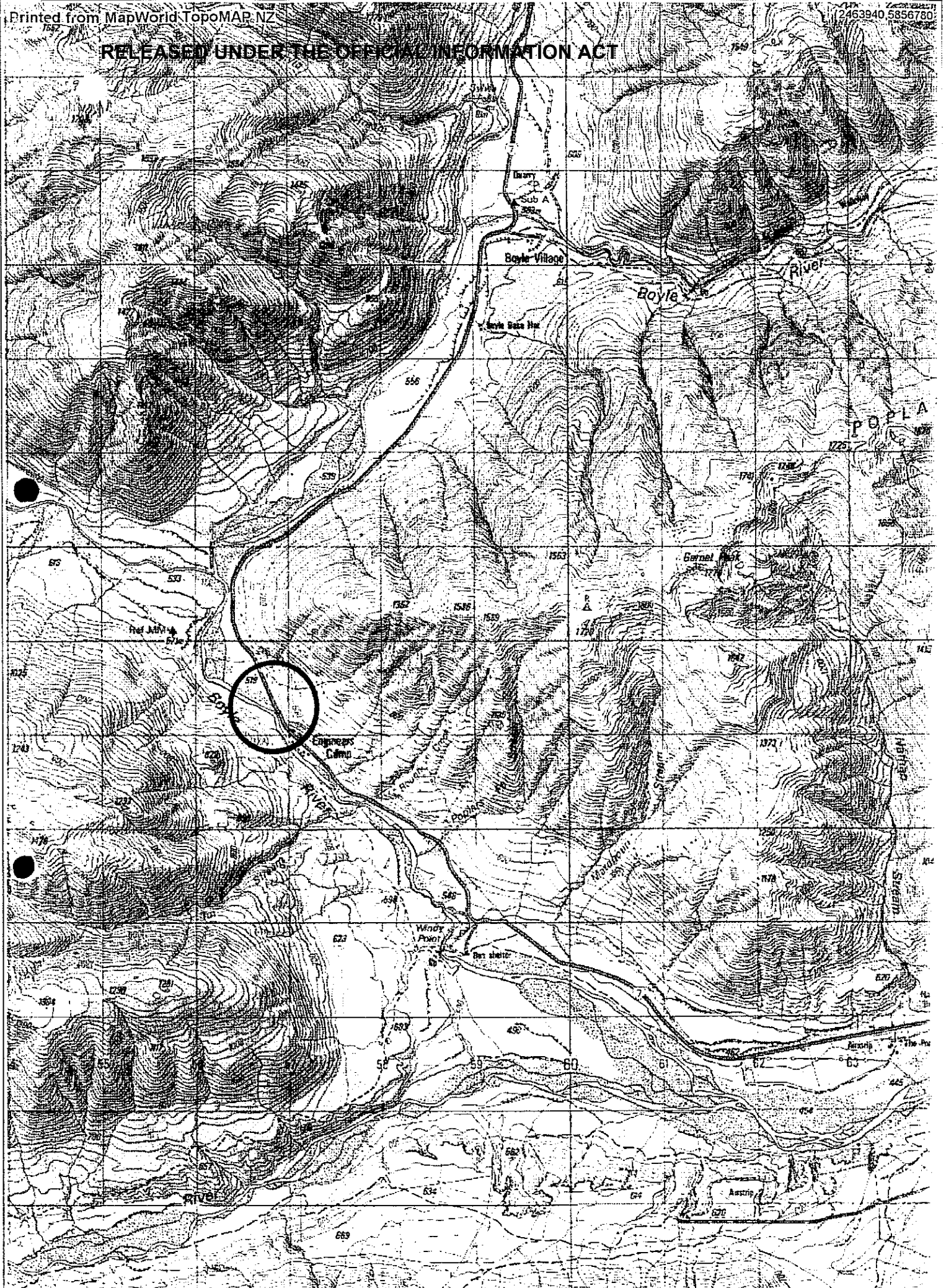
Pt RUN 351  
SO 18806  
CT 28F/1034  
(6234.7148)

----- = Centre line of proposed easement



*N*  
*W*  
*200*

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NOTE FOR FILE

DATE: 4 April 2002

REF: Pc 015

SUBJECT: MAINPOWER - EASEMENT APPLICATION

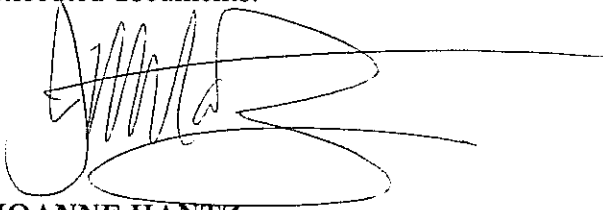
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Stuart Wilson of Mainpower telephoned in relation to their application for an easement.

Stuart had contacted LINZ who had advised him that they had processed the request.

I advised Stuart that the executed documents from LINZ were in the post tonight to his solicitor.

Stuart asked then if they had the go-ahead to start the work. I told Stuart as per what was in the executed documents.

A handwritten signature in black ink, appearing to be 'Joanne Hantz', with a long horizontal line extending to the right.

**JOANNE HANTZ**

210 nff - Pc 015

**Our Ref:** Pc15, The Poplars

LAND RESOURCES DIVISION

15 February 2002

Helmores, Bowron and Scott  
PO Box 44  
RANGIORA

Level 4, Knight Frank House  
76 Cashel Street  
PO Box 142  
Christchurch  
(03) 379 9787  
(03) 379 8440 fax

**Attention: Stuart Wilson**

**NOTICE TO APPLICANT OF DECISION OF COMMISSIONER OF CROWN LANDS OR  
HIS DELEGATE**

With regard to your application of 28 March 2001 and subsequent information provided, the Commissioner of Crown Lands or his delegate has made the following decision on 14 February 2002 by Case No. 02/346;

To grant an easement under Section 60(1) of the Land Act 1948 for the purpose of conveying electricity over pastoral lease P15 The Poplars, subject to the terms and conditions specified in the attached document being amended to take account of the following:

- (i) Clause 10 – the indemnity clause does not appear to fit with the requirements in the Standard in that the clause is suggesting an indemnity between the parties, rather than the grantee indemnifying the grantor as per the Standard requirement.
- (ii) The requirement in the Standard relating to an exclusion of the grantor's liability has not been provided for in the document. This appears to be in breach of the minimum requirements under the Standard.
- (iii) Clause 14(d) – the reference to "Section 177" is incorrect and the clause also appears to be contrary to the suggested disputes provision in the Standard which requires the easement to recognise the overriding application of Section 17 of the Land Act 1948. This clause should be amended accordingly.
- (iv) Clause 12(b) – the document appears to confuse the relationship between the freehold and leasehold interests and the reference to the grantor obtaining the consent of the lessee and mortgagees or chargeholders is incorrect. The clause should be amended to reflect this.

Reasons for decision

The easement can be granted, subject to the amendments indicated in the attached above, because the easement will have no impact on the use of the land for farming purposes and because no adverse effects on inherent values have been identified.

If you wish to accept the offer of an easement subject to the amendments specified above, please arrange to have documents amended as specified, executed and returned to this office within 20 working days from the date of this letter.

If you do not wish to accept the offer of an easement subject to the amendments specified, you may apply for a rehearing of the Commissioner of Crown Lands or his delegate's decision. Alternatively, you may make another application for an easement in the normal manner.

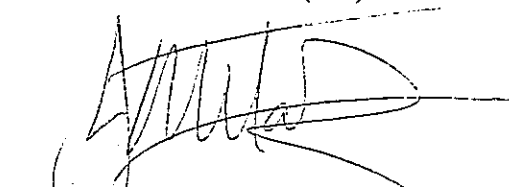
**Right of rehearing**

Please note that under the provisions of Section 17, Land Act 1948 the applicant has the right to apply for a rehearing of the Commissioner's decision. Section 17 provides that:

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

If the applicant wishes to apply for a rehearing, then an application must be submitted to this office within 21 days of receipt of this letter. The application should clearly state the grounds on which an application for a rehearing is made.

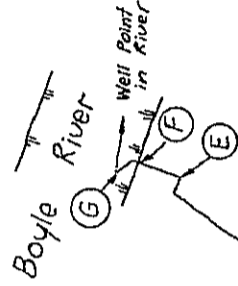
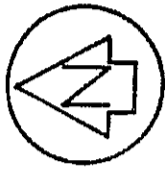
Yours sincerely  
**KNIGHT FRANK (NZ) LIMITED**

  
R.S LOUGH

**APPENDIX 4**

248 620

248 720 E.

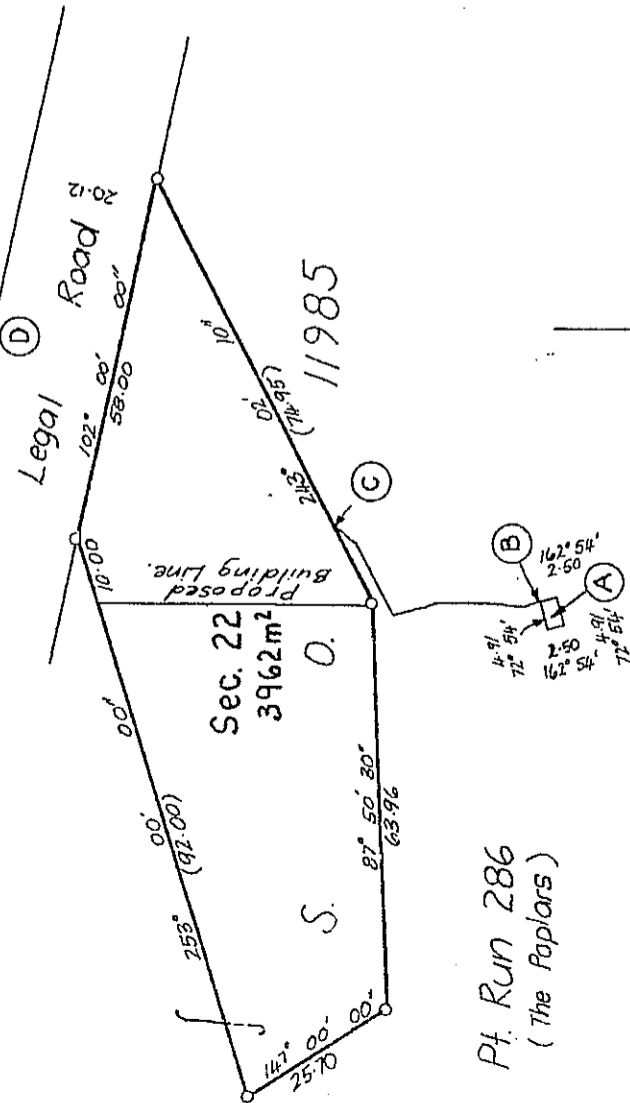


Note : For fix of easement see survey plan.

718 880 N.

718 780 N.

Pt. Run 286  
(The Poplars)  
S. O. 11985



Pt. Run 286  
(The Poplars)

Proposed Easements

Purpose	Marked	Servient Tenement	Dominant Tenement
Right to convey water.	Lines B-C	Pt. Run 286	Sec. 22.
Centrifuge Easement	D-E-F	"	"
	F-G	Pt. Bed Boyle River	"
Right to Store Water	A	Pt. Run 286	Sec. 22

Total Area 3962 m<sup>2</sup>  
Comprised in Pt. C.L. 529/100

I, Boice Eliot Sinclair of CHRISTCHURCH Registered Surveyor and holder of an annual practising certificate hereby certify that this plan has been made from Surveys executed by me or under my directions; that both plan and Survey are correct and have been made in accordance with the regulations under the Surveyors Act 1966  
Dated at CHRISTCHURCH this 7th day of March 1978 Signature B. Sinclair

Field Book p. Traverse Book p.  
Reference Plans S.O. 11096, S.O. 11985  
Examined Mike Sansom, Chief Surveyor  
Approved as to Survey  
27.6.78 Chief Surveyor

Deposited this day of 19  
District Land Registrar  
File 19/3/25/1  
Received 9/3/78  
Instructions 76/56

SO 14576

LOCAL AUTHORITY Amuri County  
Surveyed by Eliot O. Sinclair & Ptnrs. 5505  
Scale 1: 800 Date March 1978

Section 22, Blk. II, Skiddaw S.D.

LAND DISTRICT CANTERBURY  
SURVEY BLK. & DIST. Blk. II Skiddaw  
NZMS 177 SHEET NO. S 53