

## **Crown Pastoral Land Tenure Review**

**Lease name : LONG GULLY**

**Lease number : PO 055**

### **Due Diligence Report (including Status Report) - Part 1**

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.

**June**

**05**

**DUE DILIGENCE REPORT - LONG GULLY  
CROWN PASTORAL LAND PRE TENURE REVIEW ASSESSMENT STANDARD 6**

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File Ref:	CON / 50231 / 09 / 12444 / A-ZNO - 01	Report No:	Q V V 270	Report Date:	9 January 2002
Accredited Supplier:	ABERCROMBIE & ASSOCIATES LTD	LINZ Case No:	TR 02/246	Date sent to LINZ:	18/1/2002 + 18/3/2002

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**RECOMMENDATIONS**

- 1 That the Commissioner of Crown Lands or his delegate **note** this Due Diligence Report which has been prepared in accordance with the Pre Tenure Review Assessment Standard;
- 2 That the Commissioner of Crown Lands or his delegate note the following incomplete actions which require action by the Manager, Crown Property Management [*or other party*];

Details of incomplete actions requiring completion by the CCPO or other party:

Historic sites and areas comprising rare fauna exist requiring possible protection.

Agreement has been reached by the former Ministry of Works and Development to acquire the lessees interest in part of the leased land and which is protected by compensation agreement 640581.

Negotiations have been underway for some time for purchase of the crown interest in approximately 80 ha of the leased land by Contact Energy Limited. There is a dispute over the purchase price.

An application has been received for a communication easement over the land.

Tenure review has commenced for the leased land

The lease is intended to be transferred to Bendigo Station Limited.



**1 Details of lease:**

**Lease name:** Long Gully

**Location:** State Highway 8A, Tarras

**Lessee:** D P Nyhon

**Tenure:** Pastoral lease of pastoral land pursuant to the Land Act 1948.

**Term:** 33 years from 1 July 1952. The lease was renewed for a further 33 years as at 1 July 1985.

**Annual rent:** \$5400.00 [with effect from 1 July 1996]

**Rental value:** \$240 000.00

**Date of next review:** 1 July 2007

**Land registry Folio Ref:** OT338/75 [See copy at appendix 1]

**Legal description:** Part Run 236J and Crown Land adjoining and intersecting Part Run 236J, Tarras SD.

**Area:** 1703.1282 [by title derivation]

**2 File Search**

**Files held by accredited supplier on behalf of LINZ:**

File reference	Volume	First folio number	Date	Last folio number	Date
P 55	I	1	01/03/1910	181	09/09/1969
[previously SGR 598 then SGR 1055]					
P 55	II	182	22/09/1969	320	17/10/1984
P 55	III	321	16/11/1984	415	07/06/1996
Po 55	VI	1	31/01/1997	8	20/11/1998
Po 55		1	03/04/2001	17	02/10/2001
[Also known as CON/50213/09/12444/A-ZNO]					

**Other relevant files held by LINZ**

File reference	Volume	First folio number	Date	Last folio number	Date
Nil sourced					

**Folios relating to uncompleted actions are:**

File reference	Volume	Folio number	Date
Po 55	III	338	22 October 1985
Po 55	III	368	24 June 1987
Po 55	III	393	25 October 1989
Po 55	III	396	9 February 1990
Po 55	III	398	12 February 1990
Po 55	III	400	28 June 1990
Po 55	III	402	16 October 1990
Po 55	III	404	27 November 1990
Po 55	III	413	12 June 1992
Po 55	III	423	28 August 1992
Po 55	III	424	27 October 1992
Po 55	III	425	30 October 1992
Po 55	III	439	19 June 1995
Po 55	IV	1	28 February 1997
Po 55	IV	4	21 April 1999
Po 55	IV	6	16 August 1999
CON/50213/09/12444/A-ZNO		2	3 April 2001
CON/50213/09/12444/A-ZNO		3	4 May 2001
CON/50213/09/12444/A-ZNO		11	17 September 2001

For further details see Section 8 of this due diligence report.

**3 Summary of lease document**

**Terms of lease**

Lease number:	P 55	
Commencement date:	1 July 1952	
Renewal instrument number:	801621	<i>[See copy at appendix 2]</i>
Lease stock limits:	1166 sheep	
Memorandum of Variation	Not applicable	
Any non-standard conditions	There are no non-standard conditions	

**Area adjustments**

By X21205 *[See copy at appendix 3]*, Section 28, Block XII, Tarras SD, was surrendered comprising an area of 2 acres leaving a balance leased area of 4168 acres {title metric conversion is 1686.7298 ha but a more accurate calculation {by a conversion factor of 0.404686} derives 1686.7312 ha}.

By certificate of alteration 534648 *[See copy at appendix 4]* [LSB case 79/425], the land described as Crown Land adjoining and intersecting Part Run 236J was incorporated into P 55. The land is defined in a diagram within the instrument. It comprises 18.5984 ha giving a total balance leased area of 1705.3282 [by title metric conversion].

By Gazette notices 656246 [declaring land and a right of way acquired for Post Office purposes {microwave site} and 656247 [declaring leasehold estate and a right of way acquired for Post Office purposes {microwave site}] the total leased area was reduced by 2.2 hectares leaving a balance title area of 1703.1282 ha [Note: computer interest title area is incorrect] *[For copies of gazette notices see appendix 5]*

**Registered interests**

SUBSTANTIAL INTEREST	SUMMARY
X21205 - Surrender	Area adjustment [see above comments] see details at appendix 3.
Prospecting licence CT OT5D/212	Expired - see details at appendix 6.
534648 - Certificate of alteration	Area adjustment [see above comments] see details at appendix 4.
603317 - Compensation agreement	Need now superceded by GN 656247 - see details at appendix 5.
640581 - Compensation agreement	To protect interest by [then] MWD to acquire lessees interest in part of the land for purposes of generation of electricity - see details at appendix 7.
656247 - Gazette Notice	Declaring leasehold estate [plus right of way] acquired for Post Office purposes (microwave site) - see details at appendix 5.
656246 - Gazette Notice	Declaring land set apart for Post Office purposes (microwave site) - - see details at appendix 5.
801621 - Memorandum of renewal	In accordance with provisions of lease - see details at appendix 2.
807544/7 - Transfer	To present lessee
835628 - Land improvement agreement pursuant to Soil Conservation and Rivers Control Act 1941	See comment below - see details at appendix 8.
885733 [see also CT OT 16D/717] - Transfer of right (in gross) to convey water	In favour of Lindis Irrigation Limited - see details at appendix 9.
5027197.2 - Mortgage to ASB Bank Limited	Personal to lessee

**Unregistered interests**

INTEREST	SUMMARY
Recreation permits	There is no record on file of any recreation permits over the lease
Unsecured debts	None known

**4 Summarise any Government programmes approved for the lease:**

A Land Improvement Agreement exists pursuant to Section 30A, Soil Conservation and Rivers Control Act 1941 [835628 - *see appendix 8*]. The agreement is in relation to works and land management practices to be carried out on the land concerned for the purposes of rabbit control and the conservation and protection of soil on the land. The agreement is between the lessee and the Otago Regional Council and is for a period from 1 April 1990 to 30 June 2010.

**5 Summary of Land Status Report**

The land the subject of this report is Crown Land subject to Pastoral Lease P 55 as certified by the Chief Surveyor, Dunedin.

*A copy of the certified land status report is appended as Schedule A.*



**6 Review of topographical and cadastral data**

Telecommunications facilities	Overhead telecommunications lines exist from Section 5 [middle of leased land] and head generally in westerly direction.
Electricity transmission facilities	Believed to be not applicable
Historic places	Believed to be not applicable
Discrepancies between fenced and legal boundaries	Believed to be not applicable
Formed Roads	The various formed roads and tracks through the leased land do not follow a legal road alignment. The road to Section 5 is subject to a right of way agreement [see comment above].
Paper roads	Believed to be not applicable
Marginal strips	Believed to be not applicable
Other [specify]	Believed to be not applicable

[See copy of cadastral plan and topographical map at appendix 10]

**7 Details of any neighbouring Crown or conservation land**

In a clockwise manner the Crown [including land of the crown] or conservation land adjoining/adjacent to the land the subject of this report is:

Section 1, Block X, Tarras SD

SITUATION	STATUS
North of leased land	Crown Land subject to Pastoral Lease 350 - see register volume OT13A/121.

Run 236G

SITUATION	STATUS
West of leased land	Crown Land subject to Pastoral Lease 36 - see register volume OT338/67.

**8 Summarise any uncompleted actions or potential liabilities**

Your attention is drawn to the following:

Historic sites and areas comprising rare fauna exist requiring possible protection

- see details at appendix 11.

Agreement has been reached by the former Ministry of Works and Development to acquire the lessees interest in part of the leased land and which is protected by compensation agreement 640581

- see details at appendix 7.

Negotiations have been underway for some time for purchase of the crown interest in approximately 80 ha of the leased land by Contact Energy Limited. There is a dispute over the purchase price

- see details at appendix 12.

An application has been received for a communication easement over the land

- see details at appendix 13.

Tenure review has commenced for the leased land

- see details at appendix 14.

The lease is intended to be transferred to Bendigo Station Limited

- see details at appendix 15.

### ATTACHMENTS

- Schedule A land status report [including enclosures]
- Appendix 1 Register volume copy of pastoral lease
- Appendix 2 Memorandum of renewal of lease
- Appendix 3 Copy of relevant registered instrument  
- *Surrender of leased land X21205*
- Appendix 4 Copy of relevant registered instrument  
- *Certificate of alteration incorporating land 534648*
- Appendix 5 Copies of relevant registered instruments  
- *Compensation certificate 603317, GN 656246 & GN 656247*
- Appendix 6 Copy of relevant registered instrument  
- *Prospecting licence CT OT5D/212*
- Appendix 7 Copy of relevant registered instrument  
- *Compensation agreement 640581*
- Appendix 8 Copy of relevant registered instrument  
- *Land improvement agreement 835628*
- Appendix 9 Copy of relevant registered instruments  
- *Transfer of right [in gross] to convey water 835629 & CT OT16D/717*
- Appendix 10 Cadastral plan and topographical map of pastoral lease

- Appendix 11 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report.  
*- Historic sites and areas comprising rare fauna possibly requiring protection*
- Appendix 12 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report.  
*- Negotiations by Contact energy for purchase of approximately 80ha*
- Appendix 13 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report.  
*- Application for communications easement*
- Appendix 14 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report.  
*- Commencement of tenure review process*
- Appendix 15 File search summary comprising copy of relevant supporting folio(s) referenced in this due diligence report.  
*- Transfer of lessees interest*

# ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056  
MORAY PLACE  
DUNEDIN

PHONE (03) 471 9496  
FACSIMILE (03) 471 9455  
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\CS Status Cert Long Gully.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.

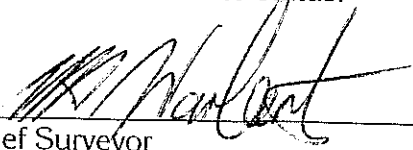
LAND STATUS REPORT	LONG GULLY	P 55	[LIPS Ref. 12444]
Property	1	of	1

Land District	Otago
Legal Description	Part Run 236J and Crown Land adjoining and intersecting Part Run 236J, Tarras SD.
Area	1703.1282 ha [by title derivation]
Status	Crown Land subject to Pastoral Lease P213
Instrument of Lease	Reg Vol OT338/75 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Prospecting licence embodied in register OT5D/212 [expired]. 603317 - Compensation agreement [considered to be spent by virtue of GN656247]. 640581 - Compensation agreement. 835628 - Land improvement agreement under Soil Conservation and Rivers Control Act 1941. 885733 - transfer of right of way in gross in favour of Lindis Irrigation Limited [see also CT OT16D/717].
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	11 December, 2001
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	<b>Abercrombie &amp; Associates Ltd</b>

Certified correct as to status:

  
Chief Surveyor  
Land Information New Zealand, Dunedin

19 / 12 / 2001

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6

Historic sites and areas comprising rare fauna exist requiring possible protection.

Agreement has been reached by the former Ministry of Works and Development to acquire the lessees interest in part of the leased land and which is protected by compensation agreement 640581.

Negotiations have been underway for some time for purchase of the crown interest in approximately 80 ha of the leased land by Contact Energy Limited. There is a dispute over the purchase price.

An application has been received for a communication easement over the land.

The lease is intended to be transferred to Bendigo Station Limited.

Research Data: Some items may not be applicable

SDI Print obtained	Yes [See attached]
NZMS 261 Ref	G 40
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1194, 1660, 1661, 7450, 21435 [See evidence attached]
Relevant Gazette Notices	656246 - declaring land and a right of way acquired for Post Office purposes [microwave site]. 656247 - declaring leasehold estate including a right of way acquired for Post Office purposes [microwave site]. [See evidence attached]
CT Reference / Lease Reference	Pastoral Lease P 55, Reg Vol OT338/75 Lease renewed by 801621 NOTE: For history of land see below [See evidence attached]
Legislation Cards	Yes [See evidence attached]
CLR	Yes [See evidence attached]
Allocation Maps [if applicable]	Not applicable
QVNZ Reference	28411/1700 Area of 1694.0482 ha does not reconcile with derived title area.
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
<p>Other Relevant Information</p> <p>a) Concessions - Advice from DoC</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) Nil <i>[See evidence attached from DoC]</i></p> <p>b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body</p> <p>c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.</p>

**History of ownership:**

**Run 236J**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Selected for lease and SGR 1055 granted as at 1 March 1931 as recorded in register volume OT228/221 [area of 4170 acres].

On expiry, P 55 granted as at 1 March 1952 as recorded in register volume OT338/75 [area of 4170 acres].

By X20846 part of the land became described as Section 28, Block XII, Tarras Survey District.

By X21205, Section 28, Block XII, Tarras SD, was surrendered comprising an area of 2 acres leaving a balance leased area of 4168 acres [title metric conversion is 1686.7298 ha but a more accurate calculation {by a conversion factor of 0.404686} derives 1686.7312 ha].

**Crown Land adjoining and intersecting Part Run 236J**

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

Originally identified on crown subdivision plans to be set aside for the then intended Otago Central



Railway as an extension from Cromwell to Hawea [and possibly to the West Coast]. There is believed to be no record of crown grants having been made.

While there is reference on SO 1194 to the land being proposed Otago Central Railway the railway was never constructed. Accordingly, the considered interpretation is for the land to have a status of crown land.

Prior to incorporation into P 55, part of the land [8.4984 ha] was vacant crown land. The balance area [10.1 ha] was previously occupied by way of Licence to Occupy LG 139 and where the licence expired on 30 June 1978.

By certificate of alteration 534648 [LSB case 79/425], the land was incorporated into P 55 as recorded in register volume OT338/75. The land is defined in a diagram within the instrument. It comprises 18.5984 ha giving a total balance leased area of 1705.3282 [by title metric conversion].

### **Combined land**

By Gazette notices 656246 [declaring land and a right of way acquired for Post Office purposes {microwave site}] and 656247 [declaring leasehold estate and a right of way acquired for Post Office purposes {microwave site}] the total leased area was reduced by 2.2 hectares leaving a balance title area of 1703.1282 ha [Note: computer interest title area is incorrect].

Status, description of land and area are now as indicated above.



# COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** OT338/75  
**Land Registration District** Otago  
**Date Registered** 04 November 1954 10:25 am

## Part-Cancelled

**Prior References**  
OT228/221

<b>Type</b>	Licence under s83 Land Act 1948		
<b>Area</b>	1668.9407 hectares more or less	<b>Term</b>	Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on the 1.7.1985

**Legal Description** Run 236J, Section 28 Block XII Tarras Survey District and Crown Land adjoining and intersecting Run 236 (hatched black hereon)

**Proprietors**  
Denis Patrick Nyhon

**Interests**

- 656247 Gazette Notice declaring part of the within land hatched black on the diagram hereon (2.2 hectares) and a right of way easement over another part of the within land to be acquired for Post Office purposes (microwave site) - 15.5.1986 at 9.57 am
- X21205 Surrender of within Lease as to Section 28 Block XII Tarras Survey District - 5.8.1959 at 1.59 pm
- Prospecting Licence embodied in Register OT5D/212 - 24.12.1981 at 9.14 am
- 603317 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 13.10.1983 at 11.18 am
- 640581 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 12.8.1985 at 9:31 am
- 801621 Memorandum renewing the term of the within lease and fixing (for the first 11 years) the annual rent at \$3000 calculated on a rental value of \$200,000 - 27.3.1992 at 10.21 am
- 835628 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 4.8.1993 at 10.58 am
- 5027197.2 Mortgage to ASB Bank Limited - 2.3.2001 at 3:07 pm

Long Gully G40



COMPUTER INTEREST REGISTER  
UNDER LAND TRANSFER ACT 1952



Historical Search Copy

R. W. Muir  
Registrar-General  
of Land

Identifier OT338/75  
Land Registration District Otago  
Date Registered 04 November 1954 10:25

Part-Cancelled

Prior References  
OT228/221

Type	Licence under s83 Land Act 1948	Term
Area	1668.9407 hectares more or less	Thirty-three years commencing on the first day of July 1952 and renewed for a further period of 33 years commencing on the 1.7.1985

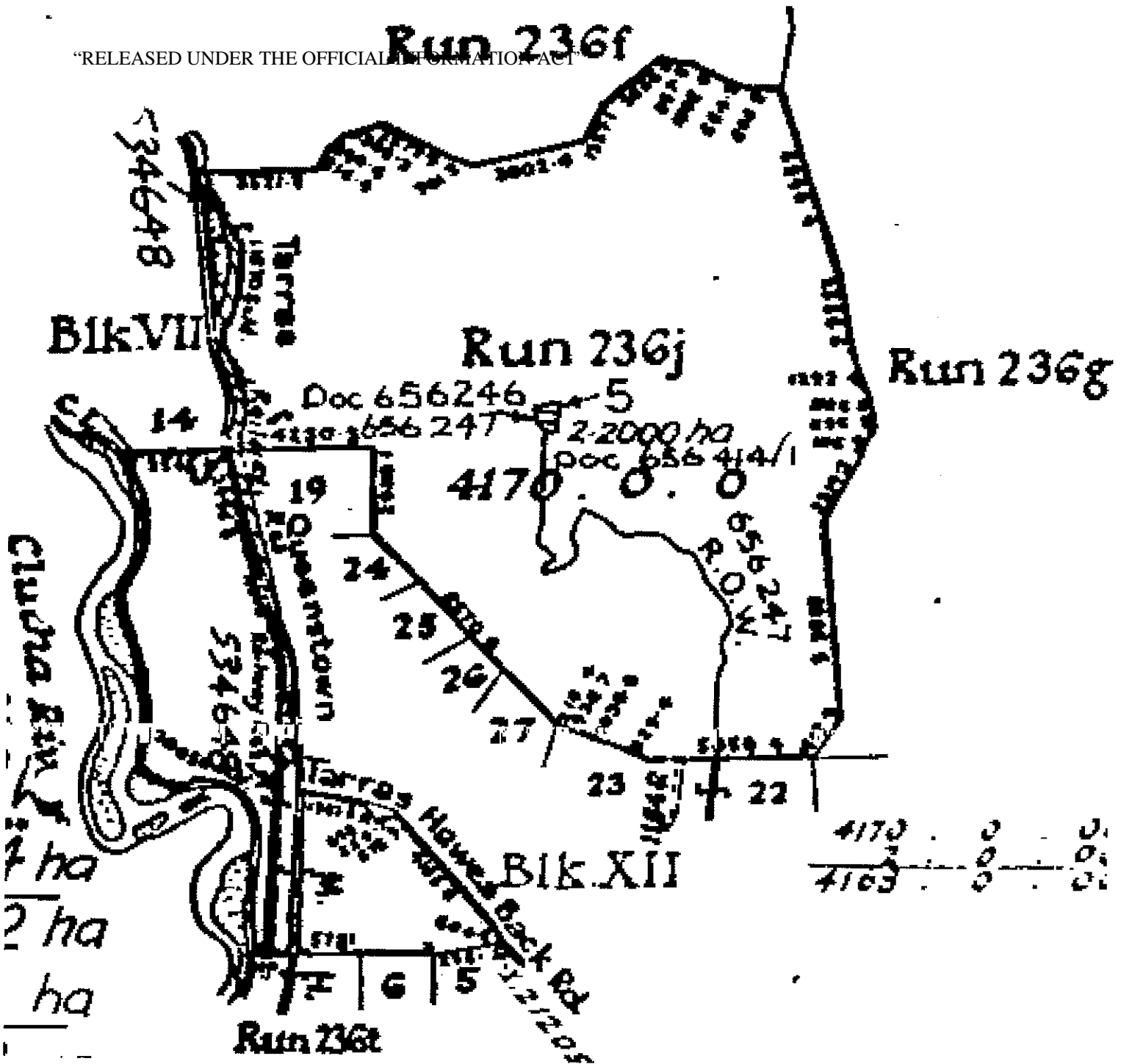
Legal Description Run 236J, Section 28 Block XII Tarras Survey District and Crown Land adjoining and intersecting Run 236 (hatched black hereon)

Original Proprietors  
Denis Patrick Nyhon

Interests

- 656247 Gazette Notice declaring part of the within land hatched black on the diagram hereon (2.2 hectares) and a right of way easement over another part of the within land to be acquired for Post Office purposes (microwave site) - 15.5.1986 at 9.57 am
- X21205 Surrender of within Lease as to Section 28 Block XII Tarras Survey District - 5.8.1959 at 1.59 pm
- Prospecting Licence embodied in Register OTSD/212 - 24.12.1981 at 9.14 am
- 603317 Compensation Certificate pursuant to Section 19 Public Works Act 1981 - 13.10.1983 at 11.18 am
- 801621 Memorandum renewing the term of the within lease and fixing (for the first 11 years) the annual rent at \$3000 calculated on a rental value of \$200,000 - 27.3.1992 at 10.21 am
- 807544.8 Mortgage to Westpac Banking Corporation - 17.6.1992 at 10.54 am
- 835628 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 4.8.1993 at 10.58 am
- 5027197.1 Discharge of Mortgage 807544.8 - 2.3.2001 at 3:07 pm
- 5027197.2 Mortgage to ASB Bank Limited - 2.3.2001 at 3:07 pm

# Run 236f



Registered in the LAND REGISTRY OFFICE  
but not under the LAND TRANSFER ACT.

Issued as a Renewal of (or in Exchange for) Lease  
registered in Vol. 228 fol. 221

NEW ZEALAND

338 (L. and R. B. 1)  
Entered in the Register-book, Vol. 228 fol. 221

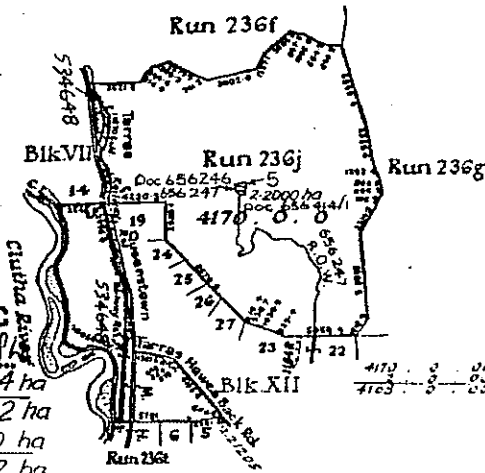
OTAGO  
LAND DISTRICT

the 14th day of August  
1954, at 10.25 o'clock

Pastoral Lease of Pastoral Land under the Land Act, 1948

No. P. 55

This Deed, made the first day of March, one thousand nine hundred and fifty-two  
between His Majesty the Queen (who, with her heirs and successors, is hereinafter referred to as "the Lessor"), of the one part, and WILLIAM YOUNG  
of TARRAS in the Dominion of New Zealand,  
PARKER (who, with his executors, administrators, and permitted assigns,  
is 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 or 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 those pieces or parcels of land containing by  
admeasurement four thousand one hundred and seventy (4170) acres  
situated in the Land District of Otago, and being  
Run 236J, Tarras Survey District



VALENT METRIC  
1.686.729 ha  
534648 18.5984 ha  
1705.3282 ha  
656247 2.2000 ha  
1703.1282 ha

Run 236j Tarras S. D.

Scale 80 chains to an inch

(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured red in outline; together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-two, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-two. Yielding and paying therefor during the said term unto the Department of Land and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of Seventy-five pounds (£75: - -) 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 (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of shillings and pence (£ : : ) on the 1st day of January and 1st day of July in each year in the same manner as rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-

1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the time; and in the manner hereinafter named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1920.
7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary when any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land and where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1950, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
12. THAT officers and employees of the Department of Internal Affairs 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 Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

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

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building-dwelling-house: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1918, a new lease of the land hereby leased as a lease to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

338/45

-2- 338/75

- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (5) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,
  - (a) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
  - (b) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
  - (c) Plough and sow in grass any portion of the said land;
  - (d) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
  - (e) Surface sow in grass any portion of the said land;
- (6) THAT the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (7) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a count of one for a dry sheep and of one and a half for breeding ewes.
- (8) See below
- (9) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessor, then the Land Settlement Board may, subject to the provisions of section 145 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (10) THAT these presents are intended to take effect as a pastoral lease under 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.

Image Quality due to Condition of Original

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

N11

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago, on behalf of the Lessor, hath hereunto set his

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

Witness: W. Bennett  
 Occupation: Clark, Lands & Survey Officer  
 Address: Dunedin

S. C. Haase  
 Commissioner of Crown Lands.

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

Witness: J. J. Scott J. J. Scott  
 Occupation: Publications Postmaster  
 Address: Taras Taras

Wm Young  
Wm Young  
 Lessee.

\*\* (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1165 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

**DISCHARGED**  
 19/11/1965  
 85601  
 1934 at 10.00  
 4315  
 1934 at 10.00  
 11499  
 1932  
 20846  
 21205  
 1959 at 1.59  
 SEE PAGE 3 WITHIN

Wm Young  
 Lessee.  
 284196 Transfer to William David Young of James Farmer 2/4/1965 at 2.36 pm  
 284197 Mortgage of the State Advances Corporation of New Zealand 19/11/1965 at 2.40 pm  
 284198 Mortgage of the State Advances Corporation of New Zealand 19/11/1965 at 2.42 pm  
 17/11/1965  
 THE REPERTORY CONTAINS A REDUCED SCALE CERTIFIED TRUE COPY OF THE ORIGINAL RECORD FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.  
 381442 Transmission of Mortgage 284198 to The New Zealand Insurance Company Limited entered 4.2.1972 at 41:08 am  
 Variation of Mortgage 284197 - 3.3.1972 at 11.31 am  
 SEE PAGE 3 WITHIN

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Variation of Mortgage 284197 - 11.9.1972 at 1.52 am.

*[Signature]*  
A.L.R.

1.7.1975 and 29.11.1981 with renewal clause - 18.3.1981 at 2.21 pm

*[Signature]*  
D.L.R.

414842 Mortgage to The State Advances Corporation of New Zealand - 30.11.1973 at 11.22 am - 1985

DISCHARGED  
1985  
*[Signature]*  
A.L.R.

*[Signature]*  
A.L.R.

559836/1 Variation of Mortgage 414842 - 17.8.1981 at 12.15 pm

*[Signature]*  
A.L.R.

559836/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 17.8.1981 at 12.17 pm

DISCHARGED  
1985  
*[Signature]*  
A.L.R.

436745 Agreement pursuant to Section 30 of the Soil Conservation and Rivers Control Act 1947 entered 24.2.1975 at 10.05 am

DISCHARGED  
1985  
*[Signature]*  
A.L.R.

*[Signature]*  
A.L.R.

559836/3 Mortgage to Bank of New Zealand - 17.8.1981 at 12.15 pm

DISCHARGED  
1985  
*[Signature]*  
A.L.R.

562898/2 Mortgage to Bronze Parcell & Co. Clients Securities Limited - 2.10.1981 at 10.51 am

DISCHARGED  
1990  
*[Signature]*  
A.L.R.

519475/1 Transfer to The New Zealand Insurance Company Limited, William David Young abovenamed and Suzanne Blanche Young his wife - 18.7.1979 at 9.22 am.

*[Signature]*  
DISCHARGED  
A.L.R.

568785 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Bronze Boulder Mining and Development Company Limited for a term of 3 years commencing on 21st December 1981 - 24.12.1981 at 9.14 am See Volume 5D Folio 212

519475/2 Mortgage to William David Young - 18.7.1979 at 9.22 am

519475/3 Certificate vesting Mortgages 284197 and 414842 in the Rural Banking and Finance Corporation of New Zealand - 18.7.1979 at 9.22 am

*[Signature]*  
A.L.R.

586913/1 Variation of Mortgage 562898/2 - 2.12.1982 at 10.28 am

*[Signature]*  
A.L.R.

519475/4 Variation of Mortgage 284197 - 18.7.1979 at 9.23 am

*[Signature]*  
A.L.R.

586913/2 Variation of Mortgage 414842 - 2.12.1982 at 10.28 am

519475/5 Variation of Mortgage 414842 - 18.7.1979 at 9.22 am

*[Signature]*  
A.L.R.

586913/3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 2.12.1982 at 10.28 am

DISCHARGED  
1985  
*[Signature]*  
A.L.R.

519475/6 Variation of Mortgage 519475/2 - 18.7.1979 at 9.23 am

*[Signature]*  
A.L.R.

603317 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 13.10.1983 at 11.18 am

*[Signature]*  
A.L.R.

534648 Certificate of Alteration in incorporating the crown land adjoining and intersecting the within land (18-5984 ha) shown hatched black on the diagram hereon and increasing the annual rent to 155.00 - 14.5.1980 at 2.37 pm

*[Signature]*  
A.L.R.

610542 Variation of Mortgage 559836/2 - 29.2.1984 at 11.15 am

*[Signature]*  
A.L.R.

551171/1 Variation of Mortgage 519475/2 - 18.3.1981 at 2.21 pm

*[Signature]*  
A.L.R.

641014/5 Transfer to Michael William Young of Tarras, Farmer - 19.8.1985 at 9.13am

*[Signature]*  
A.L.R.

64. 4/6 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 19.8.1985 at 9.13am

*[Signature]*  
A.L.R.

714128/3 Variation of Mortgage 562898/2 - 19.10.1988 at 9.18 am

*[Signature]*  
A.L.R.

641014/7 Memorandum of Priority ranking Mortgage 641014/6 as a first mortgage, Mortgage 284198 as a second mortgage, Mortgage 559836/2 as a third mortgage, Mortgage 562898/2 as a fourth mortgage and Mortgage 586913/3 as a fifth mortgage - 19.8.1985 at 9.13am

*[Signature]*  
A.L.R.

732173 Transfer of Mortgage 562898/2 to Checketts McKay Solicitors Nominee Company Limited - 3.7.1989 at 9.13 am

*[Signature]*  
A.L.R.

641014/8 Variation of Mortgage 641014/6 - 19.8.1985 at 9.13am

*[Signature]*  
A.L.R.

762172/3 Variation of Mortgage 714128/1 - 31.8.1990 at 9.22am

762172/4 Memorandum of Priority ranking Mortgage 284198 as a first mortgage and Mortgage 714128/1 as a second mortgage - 31.8.1990 at 9.22am

*[Signature]*  
A.L.R.

640581 Compensation Certificate pursuant to Section 19 of the Public Works Act 1981 - 12.8.1985 at 9.31am

*[Signature]*  
A.L.R.

801621 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1985 and fixing (for the first 11 years) the annual rent at \$3000.00 calculated on ~~Q~~ *9* value of \$200,000.00 - 27.3.1992 at 10.21am

*[Signature]*  
A.L.R.

651384 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 19.2.1986 at 2.11 am

DISCHARGED  
A.L.R.

*[Signature]*  
A.L.R.

656247 Gazette Notice declaring the leasehold estate in part of the within land hatched black on the diagram hereon (2.2 hectares) and a right of way easement over another part of the within land to be acquired for Post Office purposes (microwave site) - 15.5.1986 at 9.57am

*[Signature]*  
A.L.R.

807544/7 Transfer to Denis Patrick Nyhon of Wangaloa farmer - 17.6.1992 at 10.54am

*[Signature]*  
A.L.R.

656246 Gazette Notice declaring part of the within land hatched black on the diagram hereon (2.2 hectares) to be set apart for Post Office purposes (microwave site) - 15.5.1986 at 9.56 am

*[Signature]*  
A.L.R.

807544/8 Mortgage to Westpac Banking Corporation - 17.6.1992 at 10.54 am

714128/1 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 19.10.1988 at 9.18am

DISCHARGED  
A.L.R.

*[Signature]*  
A.L.R.

835628 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 4.8.1993 at 10.58 am

*[Signature]*  
A.L.R.

714128/2 Memorandum of Priority ranking Mortgage 714128/1 as a first mortgage, Mortgage 284198 as a second mortgage, Mortgage 641014/6 as a third mortgage, Mortgage 559836/2 as a fourth mortgage and Mortgage 586913/3 as a fifth mortgage and Mortgage 562898/2 as a sixth mortgage - 19.10.1988 at 9.18 am

*[Signature]*  
A.L.R.



338/75  
"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

885755 Transfer affecting the estate of  
Her Majesty the Queen in fee simple being  
a grant of a Right (in gross) to convey  
water over part herein shown marked as a  
black line on diagram annexed thereto  
together with incidental rights in favour  
of Lindis Irrigation Limited

CT 16D/717 issued  
- 30.6.1995 at 12.23pm



A. L. R.



MEMORANDUM OF RENEWAL AND VARIATION REGISTER

OF PASTORAL LEASE

IN THE MATTER OF THE LAND ACT 1948

AND

IN THE MATTER OF PASTORAL LEASE NO P 55  
REGISTERED AS REGISTER VOLUME  
338 FOLIO 75 OTAGO DISTRICT  
LAND REGISTRY FROM HER MAJESTY  
THE QUEEN TO MICHAEL WILLIAM  
YOUNG OF TARRAS FARMER

PURSUANT TO SECTION 170 OF THE LAND ACT 1948 THE TERM OF THE ABOVEMENTIONED LEASE REGISTERED IN VOLUME 338 FOLIO 75 OTAGO LAND REGISTRY IS RENEWED FOR A TERM OF 33 YEARS COMMENCING ON THE FIRST DAY OF JULY 1985. THE COVENANT TO PAY RENT AND THE RENTAL VALUE CONTAINED IN THE LEASE IS HEREBY VARIED BY DELETING THE SAID COVENANT AND SUBSTITUTING THE FOLLOWING:

YIELDING AND PAYING THEREFOR FOR THE FIRST 11 YEARS OF THE SAID TERM UNTO THE LAND CORPORATION LIMITED AT DUNEDIN THE ANNUAL RENT OF \$3,000.00 CALCULATED ON A RENTAL VALUE OF \$200,000.00 PAYABLE WITHOUT DEMAND BY EQUAL HALF YEARLY PAYMENTS IN ADVANCE ON THE FIRST DAY OF JANUARY AND THE FIRST DAY OF JULY IN EACH AND EVERY YEAR DURING THE SAID PERIOD OF 11 YEARS 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 SECTION 132A OF THE LAND ACT 1948.

SAVE AS HEREBY EXPRESSLY VARIED ALL THE COVENANTS CONDITIONS AND RESTRICTIONS CONTAINED OR IMPLIED IN THE SAID MEMORANDUM OF LEASE SHALL REMAIN IN FULL FORCE.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES THIS  
1st DAY OF February 1980

SIGNED FOR AND ON BEHALF OF HER MAJESTY }  
THE QUEEN PURSUANT TO A DEED LODGED WITH }  
THE DISTRICT LAND REGISTRAR AS NO 681189/2 }  
BY LAND CORPORATION LIMITED BY ITS }  
ATTORNEY ROBERT PAUL WOODHOUSE }  
IN THE PRESENCE OF: }

LAND CORPORATION LIMITED  
BY ITS ATTORNEY

Robert Paul Woodhouse

WITNESS: [Signature]

OCCUPATION: Property Officer, Landcorp

ADDRESS: Dunedin

SIGNED BY THE LESSEE }  
M W YOUNG }  
IN THE PRESENCE OF: }

M. Wolf  
LESSEE

WITNESS: [Signature]

OCCUPATION: Sublet

ADDRESS: [Signature]

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, ROBERT PAUL WOODHOUSE of Dunedin, Property Officer

HEREBY CERTIFY -

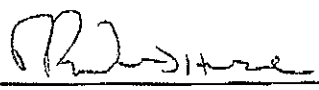
1. THAT by Deed dated the 12th day of June 1987 copies of which are deposited in the Land Registry Offices at -

- AUCKLAND (North Auckland Registry) and there numbered B678573
- BLENHEIM (Marlborough Registry) and there numbered 136439
- CHRISTCHURCH (Canterbury Registry) and there numbered 686366/2
- DUNEDIN (Otago Registry) and there numbered 681189/1
- GISBORNE (Poverty Bay Registry) and there numbered 167089.2
- HAMILTON (South Auckland Registry) and there numbered H734777
- HOKITIKA (Westland Registry) and there numbered 076748
- INVERCARGILL (Southland Registry) and there numbered 141782
- NAPIER (Hawkes Bay Registry) and there numbered 478751.2
- NELSON (Nelson Registry) and there numbered 269962.1
- NEW PLYMOUTH (Taranaki Registry) and there numbered 341775
- WELLINGTON (Wellington Registry) and there numbered 860782.2

LAND CORPORATION LIMITED at Wellington carrying on the business of land management appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

- 2. THAT at the date hereof I was Property Officer of the said Corporation.
- 3. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said LAND CORPORATION LIMITED or otherwise.

SIGNED at DUNEDIN  
this 1st day of February  
1990

)  
)  
)  


# REGISTER

MEMORANDUM OF RENEWAL OF PASTORAL LEASE

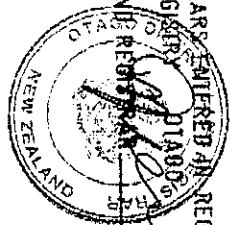
PARTICULARS ENTERED IN THE REGISTER AS SHOWN HEREIN ON THE DATE AND AT THE TIME STAMPED BELOW.

HER MAJESTY THE QUEEN LESSOR  
M W YOUNG LESSEE

DISTRICT/ASSISTANT LAND REGISTRAR OF OTAGO



10.21 27.MAR.92 801621  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTER  
ASST LAND REGISTRAR  
28/75



LAND CORPORATION LIMITED  
DUNEDIN

DEED OF PARTIAL SURRENDER

I, William Young of Tarras, in the Land District of Otago in the Dominion of New Zealand, Farmer, being registered as proprietor of an estate of leasehold in all those pieces of land containing by admeasurement 4170 acres more or less being Part Run 236J, Tarras Survey District and being all the land comprised and described in Pastoral Lease No. 55 registered in Volume 328 Folio 75 (Otago Registry) DO HEREBY SURRENDER unto Her Majesty the Queen as from the nineteenth day of February, 1958 and without any reduction in annual rental all my right title and interest in that portion of the said land containing by admeasurement 2 acres more or less and being Part Run 236J, Tarras Survey District as shown on the plan drawn hereon and thereon edged red.

IN WITNESS WHEREOF I have hereunto subscribed my name this twenty-eighth day of July 1958.

Signed by the said William Young as lessee in the presence of:

Wm Young  
Lessee.

Witness: Mrs Helen  
Occupation: Retainistress  
Address: Tarras

SURRENDER ACCEPTED

Signed by the <sup>Deputy</sup> Commissioner of Crown Lands for the Land District of Otago for and on behalf of Her Majesty the Queen in the presence of:

[Signature]  
Deputy Commissioner of Crown Lands.

Witness: [Signature]  
Occupation: Land Office Clerk  
Address: Dunedin

Rg

IN THE MATTER of Pastoral Lease  
No. 55 registered in  
Volume 338 Folio 75

AND

IN THE MATTER OF Irrigation  
Agreement No. 220 and  
K.4315. - Certificate  
under Subsection (2) of  
Section 35 Finance Act,  
1933 (No. 2).

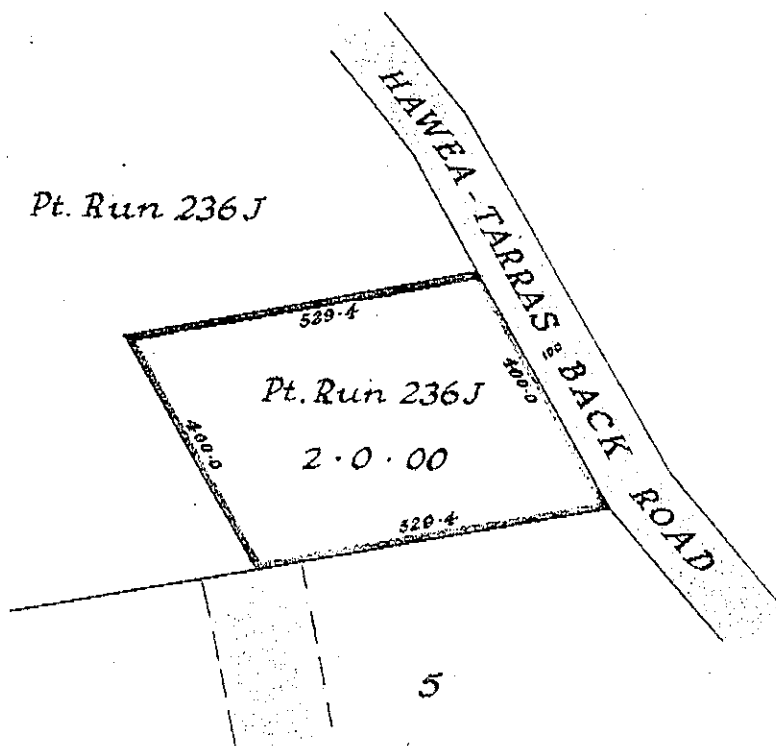
I, Ronald Haisman for and on behalf of Her Majesty the Queen pursuant to an authority given to me by the Honourable Minister of Works dated the twentyfirst day of April, 1958 pursuant to Section 13 of the Public Works Amendment Act, 1948 hereby consent to the partial surrender as at the nineteenth day of February, 1958 of Pastoral Lease No. 55 as to two (2) acres being Part run 236J Tarra Survey District.

R Haisman

Witness: M. G. McHenry  
Occupation: Public Servant  
Address: Ministry of Works Building

Block XII Tarras S.D.

Pt. Run 236 J



Scale : 2 chains to an inch.

*MS*



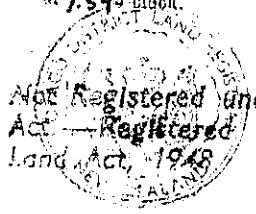
26

21205



Particulars entered in the Register-book,  
Vol. 338 fol. 75

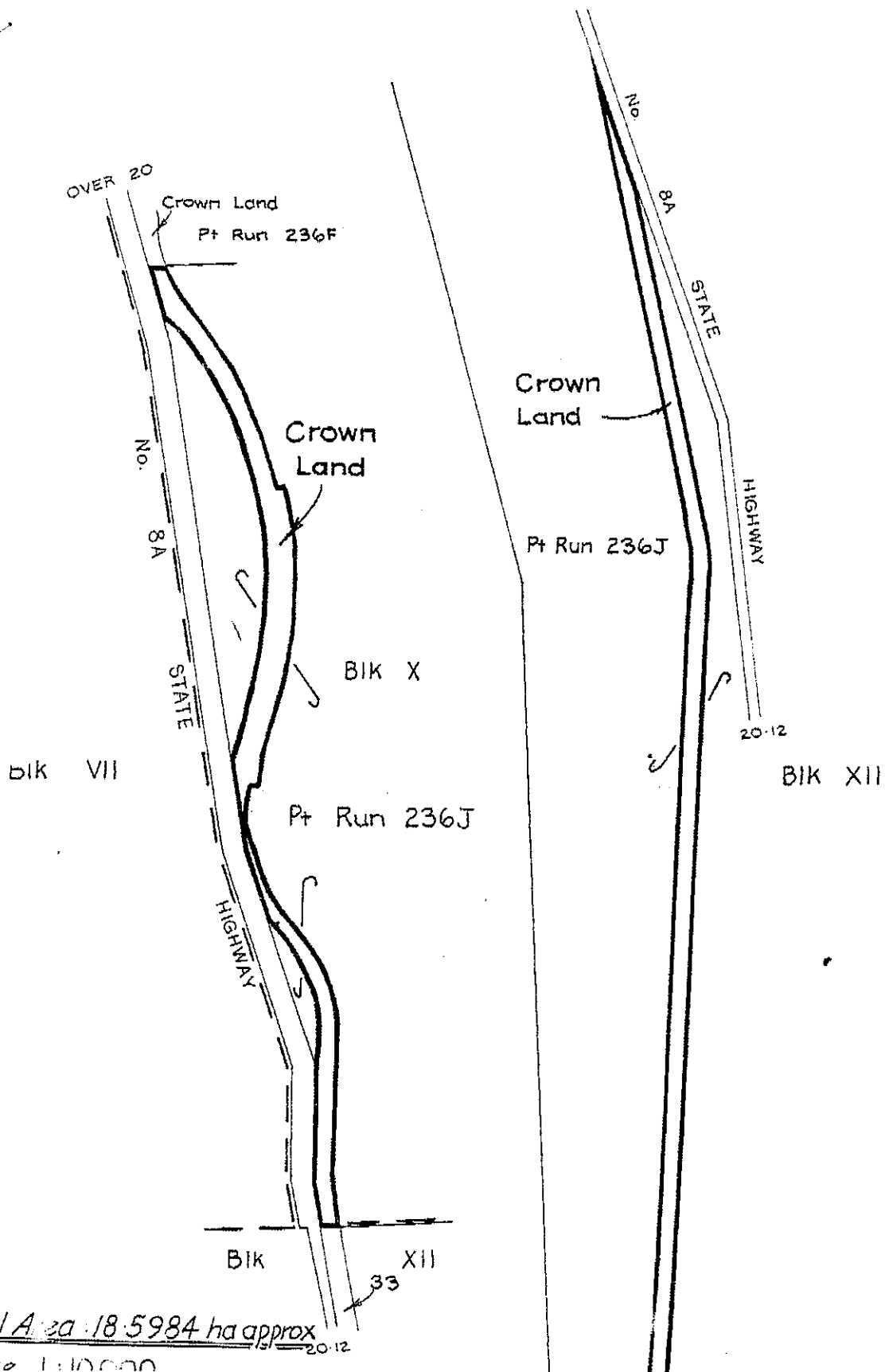
the *5th* day of *August* 18*59*  
at *1.59* o'clock.  
*N. J. L. L. L.*  
Asst. Land Registrar



Not Registered under Land Transfer  
Act — Registered under Section 83,  
Land Act, 1948

LAND & DEEDS	
Nature:	<i>Gift</i>
Date:	<i>5-8-59</i>
E - AUG 1959	
Time:	<i>1.59</i>
Fee: £	<i>1/10</i>
Abstract No.	

CDE S15 - Request Manual Copy			
Document Type:	Instrument	Request Id:	23658
Reference Number:	534548	User Id:	dabercrmbiedu
Land District:	Otago	Request Date:	31/10/2001 14:19:25
Method of Delivery:	Fax	Client Reference:	dabercrmbiedu
Requested By:		Status:	Pending
Certified Copy			
Comments:	Long Gully		
Delivery Details:			
Firm:	Abercrombie & Assoc. Ltd.		
Primary Contact:	Mr David Abercrombie		
Street:	P.O. Box 5056		
Town:	Dunedin		
Country:	New Zealand		
Postcode:	9001		
Fax Number:	03 474 9455		
Fee...		OK	Cancel



Total Area: 18,598.4 ha approx  
Scale: 1:10,000

S.-B.6

### CERTIFICATE OF ALTERATION UNDER SECTION 113, LAND ACT 1948

*J.R. Allan*

IN THE MATTER of the ~~Land Transfer Act 1952~~ and the ~~Land~~  
Act 1948.

and

IN THE MATTER of lease (~~license~~) from HER MAJESTY THE  
QUEEN to THE NEW ZEALAND INSURANCE COMPANY  
LIMITED, WILLIAM DAVID YOUNG of Tarras, Farmer  
and SUZANNE BLANCHE YOUNG his wife of all that  
piece of land containing 1686.7298 hectares  
more or less being Part Run 236J Tarras Survey  
District and being the balance of the land  
comprised and described in Pastoral Lease No  
P 55

registered in Register Book  
Vol 338 , folio 75 , Otago Land  
Registry.

#### This is to certify

that from and inclusive of the twentieth  
day of December 1979 pursuant to Section 54  
of the Land Act 1948 the area of land included  
in the abovementioned Pastoral Lease is  
increased by the incorporation therein of the  
land in the Schedule hereto and delineated  
edged black on the plan hereon  
AND consequent upon the above incorporation  
the Annual Rent is increased to \$155.00.

*See separate sheet for diagram.*

#### SCHEDULE

Crown Land adjoining Part Run 236J, Block X  
and Crown Land intersecting Part Run 236J  
Block XII Tarras Survey District.  
Area: 18.5984 hectares more or less.

witness my hand, this *5<sup>th</sup>* day of *FEBRUARY* 19*80*

*J.R. Allan*

# CERTIFICATE OF ALTERATION

HER MAJESTY THE QUEEN { Lessor.  
~~LESSOR~~

NEW ZEALAND INSURANCE COMPANY LIMITED AND OTHERS { Lessee.  
~~LESSEE~~

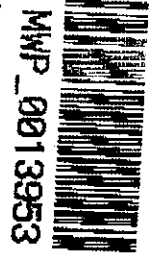
ARTICULARS entered in the Register Book,  
Volume \_\_\_\_\_, folio \_\_\_\_\_,  
..... day of ..... 19.....  
..... o'clock.

Assistant District Land Registrar of the

District of .....



*[Handwritten Signature]*  
DISTRICT LAND REGISTRAR  
11 2 37 PM



534641  
338/75

**CDE\_S15 - Request Manual Copy**

Document Type	Instrument	Request Id	30813
Reference Number	603317 <i>CC</i>	User Id	dabercrombiedu
Land District	Dalgo	Request Date	10/12/2001 11:14:02
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments: Long Gully <i>338/75</i>			
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees	OK	Cancel	



**Ministry of Works and Development**

**Compensation Certificate**

To the District Land Registrar ..... Otago ..... Land Registry

Pursuant to section 19 of the Public Works Act 1981, this Compensation Certificate is forwarded to you to be deposited in your Registry and a memorial of it registered against the title to all land affected by it.

(a) Description of the land affected by the Certificate:

2.0800 hectares approximately, being part Run 236J, Tarras Survey District. Part certificate of title Volume 338, folio 75, together with a right of way easement of 5 metres wide coloured green on the attached plan.

(b) Brief particulars of the Agreement:

Date: 12/10/83

The Crown will acquire the lessees' interest in the abovedescribed land for a radio microwave site.

(c) Names and addresses of parties to Agreement (other than Minister):

The New Zealand Insurance Company Limited, William David Young of Tarras, farmer, and Suzanne Blanche Young, his wife.

(d) (i) Place where Copy of Agreement may be inspected: Office of District Commissioner of Works, Ministry of Works

and Development, Rattray Street Street, Dunedin

(ii) Hours during which a copy of the Agreement may be inspected: 9 a.m. to 4 p.m. on any day when Government Offices are open to the public.

(iii) Reference by which Agreement may be identified: 24/197/0/4

This Compensation Certificate is signed by me on behalf of the Minister of Works and Development pursuant to an authority given to me by him dated the 12th day of October 19 82.

Dated at Dunedin, this 12 day of October 19 83

Signed by Alison Elizabeth Swan

Person Authorised by the Minister of Works and Development.

in the presence of-

Witness: HA [Signature]

Address: 6/6, M.W.D. Dunedin

Compensation Certificate No.

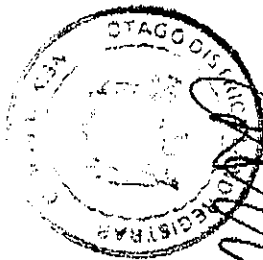
Correct for the purposes of the Land Transfer Act.

Particulars entered in the Register Book.

Vol. , folio , the  
day of 18 , at  
o'clock.

*[Signature]*  
.....  
Authorised Officer.

.....  
District Land Registrar.  
of the District of



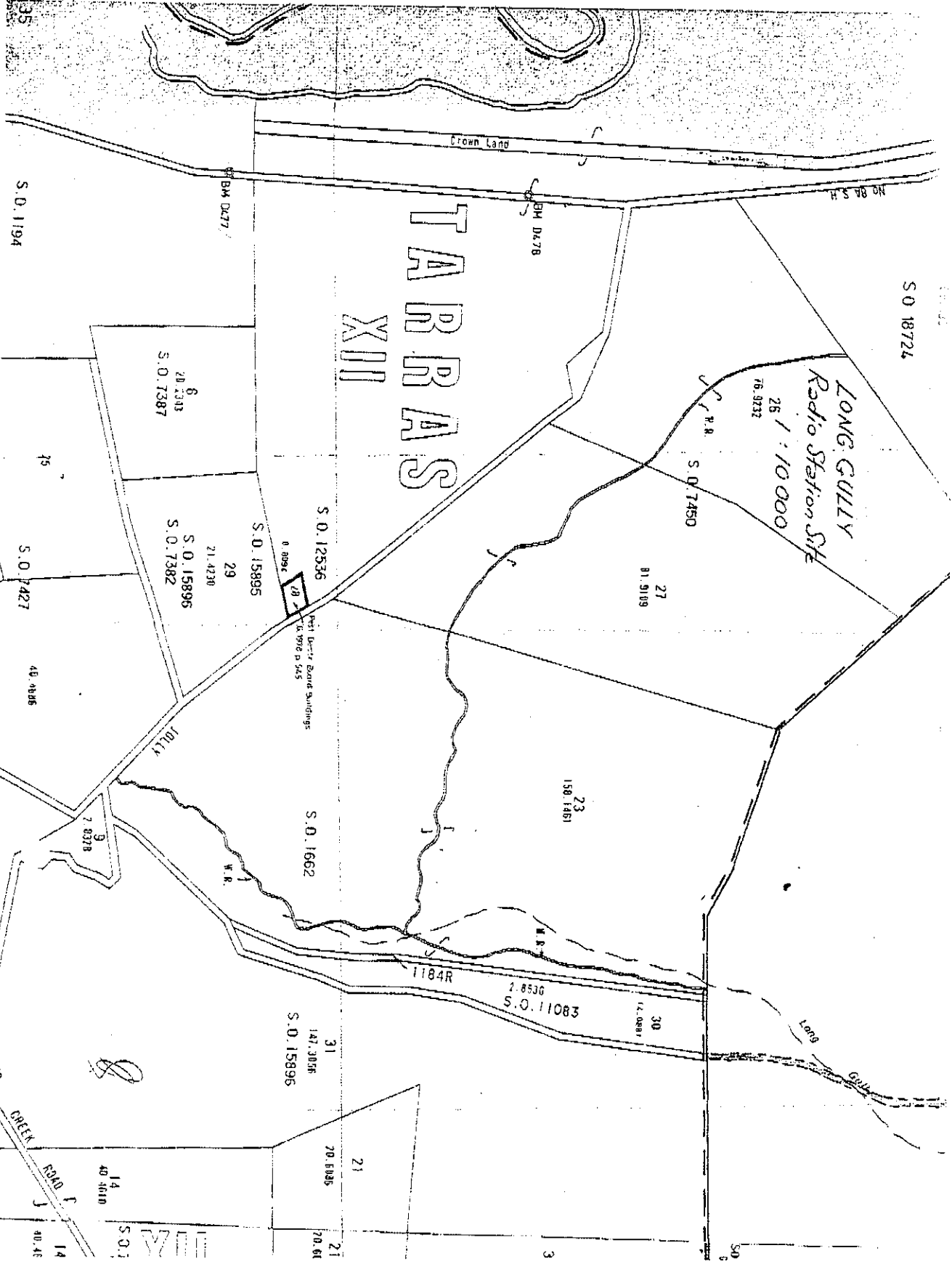
Oct 13 11 19 AM

DISTRICT LAND REGISTRAR  
DUNEDIN NO 2

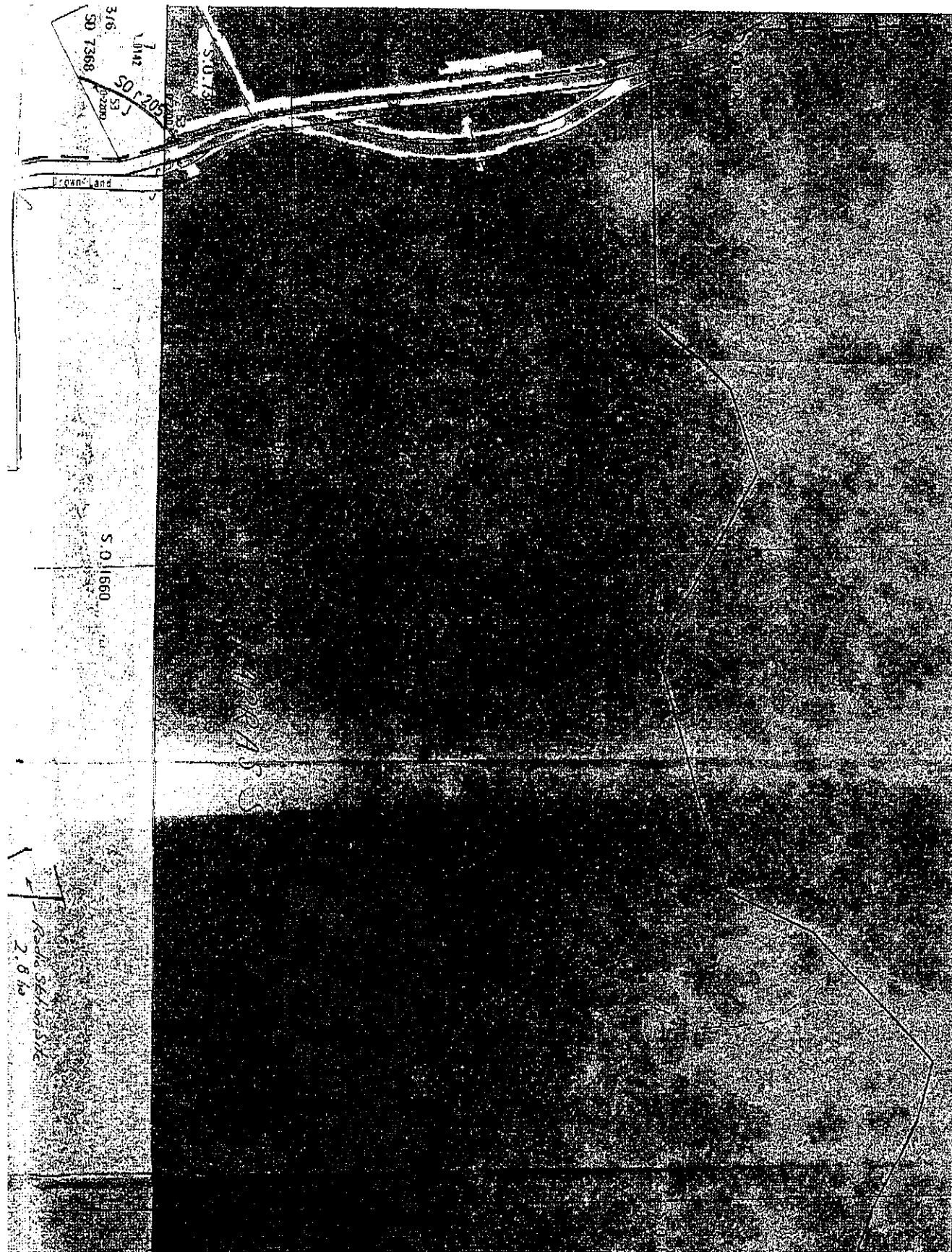


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CDE 515 - Request Manual Copy			
Document Type	Instrument	Request Id	30816
Reference Number	856246	User Id	dabercrombiedu
Land District	Otago	Request Date	10/12/2001 11:15:57
Method of Delivery	Fax	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Long Gully		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd.		
Primary Contact	Mr David Abercrombie		
Street	P.O. Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9458		
Escs...	OK	Cancel	

Extract from *N.Z. Gazette*, 1 May 1986, No. 66, page 1892

*Crown Land Set Apart for Post Office Purposes (Microwave Site)  
in Block X, Tarras Survey District, Vincent County*

PURSUANT to section 52 of the Public Works Act 1981, the Minister of Works and Development declares the land described in the Schedule hereto to be set apart for Post Office purposes (microwave site).

SCHEDULE

OTAGO LAND DISTRICT

ALL that piece of land containing 2.200 hectares, being part Run 236J, Block X, Tarras Survey District, as shown marked "A" on S.O. Plan 21435, lodged in the office of the Chief Surveyor at Dunedin.

Dated at Wellington this 28th day of April 1986.

A. MUNRO,  
for Minister of Works and Development.

(P.W. 20/1822/3/0; Dn. D.O. 24/197/0/4)

The within land is now known  
as Section 5 Block X Taranaki  
Survey District - See Re-Appellation  
556414/1

*[Handwritten signature]*

Act

50375/2 ) New CT 13A/1057 issued  
0.3.1990 ) for the within land

*[Handwritten signature]*

ALR

MWP\_0014842



IND 24\*

338/75

ASST. LAND REGISTRAR

PARTICULARS ENTERED IN REG  
LAND REGISTRY OTAGO

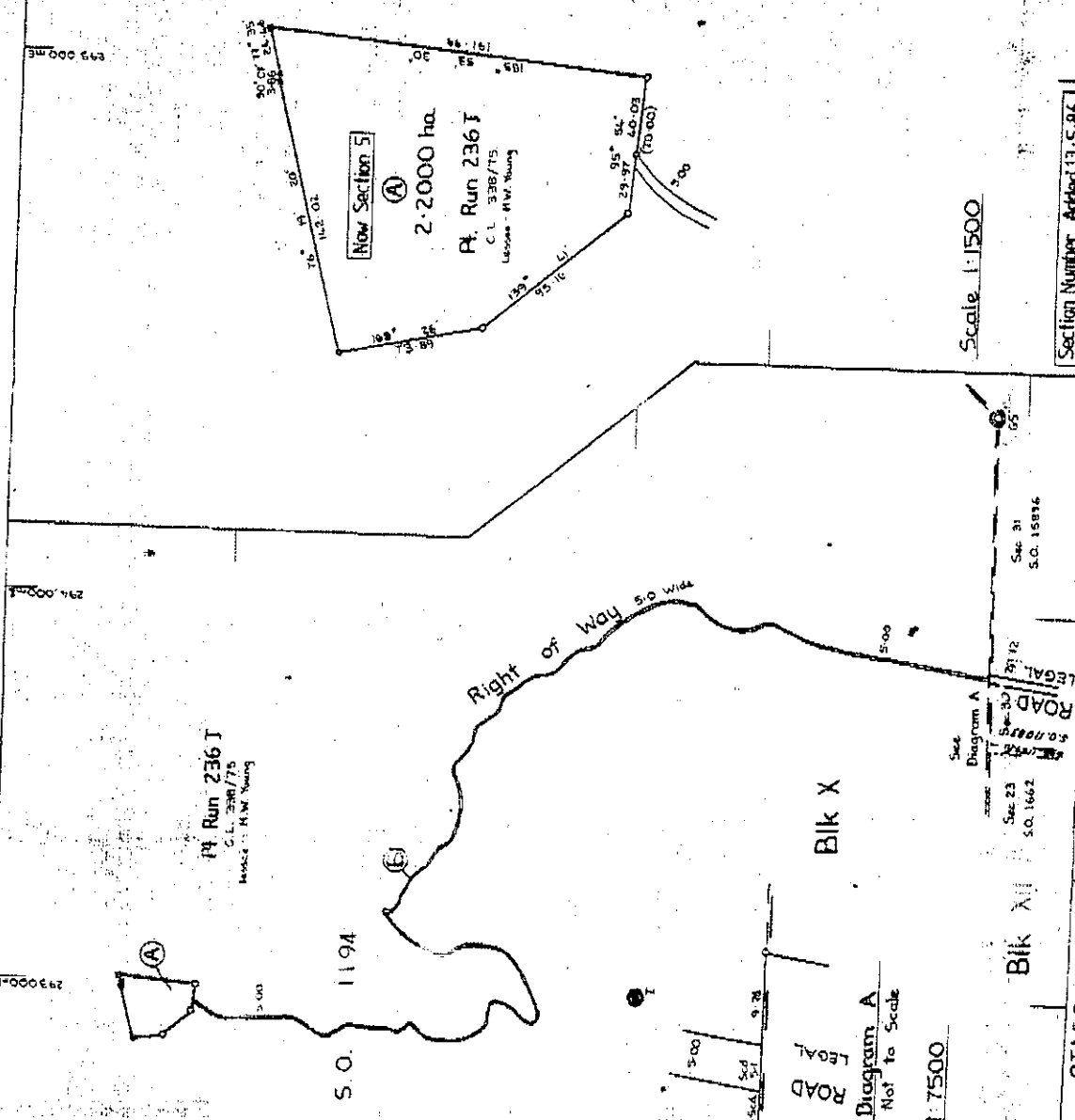
9.56 15.MAY.86 656;

SHOWN AREA	LAND TO BE TAKEN	DESCRIPTION
A	2.2000 ha	P. Run 236 J Blk X Tarras S.D. C.L. 338/75
B	1.00 ha	P. Run 236 J Blk X Tarras S.D. C.L. 338/75

Approved as to Layout  
 Spec. Plan File  
 District Commissioner of Works

DATUM: GEODETIC 1949  
 CIRCUIT: LINDIS PEAK  
 COORDINATES FROM FALSE ORIGIN  
 700,000 mN 300,000 mE  
 Total Area 4,0000 ha  
 Comprised in C.L. 338/75

L. George Robertson, B.Sc. of Auckland  
 for who may act as an agent providing certificate  
 of title in accordance with the provisions of the  
 Land Act 1924 and the Survey Act 1976. I do  
 hereby certify that this plan has been made from surveys conducted by  
 me or my assistants, and that the same are correct in accordance with the  
 provisions of the said Acts.  
 Witness my hand and the seal of the Survey Department at  
 Wellington, this 10th day of April 1975.  
 L. George Robertson, District Surveyor  
 Filed Book 2247 A 21:27 District Book 238 p.178/179  
 Reference Plan Tarras 126 S.O. 15896 May 1945  
 Granted J. Howard  
 Approved as to Survey J. Howard  
 S. J. G. J.S.S. Chief Surveyor  
 Deposited this 11th day of April 1975



OTAGO 811400/5.4  
 Blk X Tarras S.D.  
 Plan of Land in Vincent County  
 LOCAL AUTHORITY: Vincent County

RE

Ministry of Works  
and Development

UNDER THE OFFICIAL INFORMATION ACT

656247  
INL 1029

District Office,  
Government Insurance Building,  
cnr Rattray and Princes Streets,  
Private Bag, Dunedin,  
New Zealand.

GN

Telephone 748 899 Telex NZ 5728

Inquiries to

Date 13 March 1986.

Our ref 24/197/0/4

Your ref

The District Land Registrar

DUNEDIN

... I enclose, for deposit in your office, copy of a gazette extract together with a duplicate copy of the plan referred to therein.

Will you kindly register the document against all lands affected thereby, inform me when this has been done, and advise the number allotted to the document.

If you find the document doubtful or incorrect in any respect will you please refrain from registering it and inform me at once.

*R. Wood*

R K Wood  
for District Commissioner of Works

Encl Copy of NZ Gazette 1 May 1986 No. 66 page 1892  
Copy of ~~PLAN~~ SO Plan 21435

The Purpose of Compensation Certificate No. 640581 has been fulfilled.

Please discharge.



RELEASED UNDER THE OFFICIAL INFORMATION ACT

The bond in the first  
reference herein is now known  
as Section 5 Block F  
Tawas Survey District  
- See Re-Appellation 656444 //

*[Handwritten Signature]*  
AUR

IND 247  
33875  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY OTAGO  
ASST. LAND REGISTRAR  
9.57 15.MAY86 656247

Extract from *N.Z. Gazette*, 1 May 1986, No. 66, page 1892

*Leasehold Estate in Land and a Right of Way Easement to be Acquired for Post Office Purposes (Microwave Site) in Block X, Tarras Survey District, Vincent County*

PURSUANT to section 20 of the Public Works Act 1981, the Minister of Works and Development declares that, an agreement to that effect having been entered into, the leasehold estate in the land described in the First Schedule hereto held by Michael William Young of Tarras, farmer under and by virtue of Pastoral Lease No. 55, recorded in certificate of title, Volume 338, folio 75 is hereby acquired for Post Office purposes (microwave site) and that a right of way easement (to be held appurtenant to that land) over the land described in the Second Schedule hereto is hereby acquired for Post Office purposes (microwave site) vesting in the Crown, its employees, agents, and licensees the rights relating to right of way easements set out in the Seventh Schedule to the Land Transfer Act 1952.

FIRST SCHEDULE

OTAGO LAND DISTRICT

*Land Acquired for Post Office Purposes (Microwave Site)*

ALL that piece of land containing 2.2000 hectares, being part Run 236J, Block X, Tarras Survey District; as shown marked 'A' on S.O. Plan 21435, lodged in the office of the Chief Surveyor at Dunedin.

SECOND SCHEDULE

OTAGO LAND DISTRICT

*Land Over Which Right of Way Easement is Acquired for Post Office Purposes (Microwave Site)*

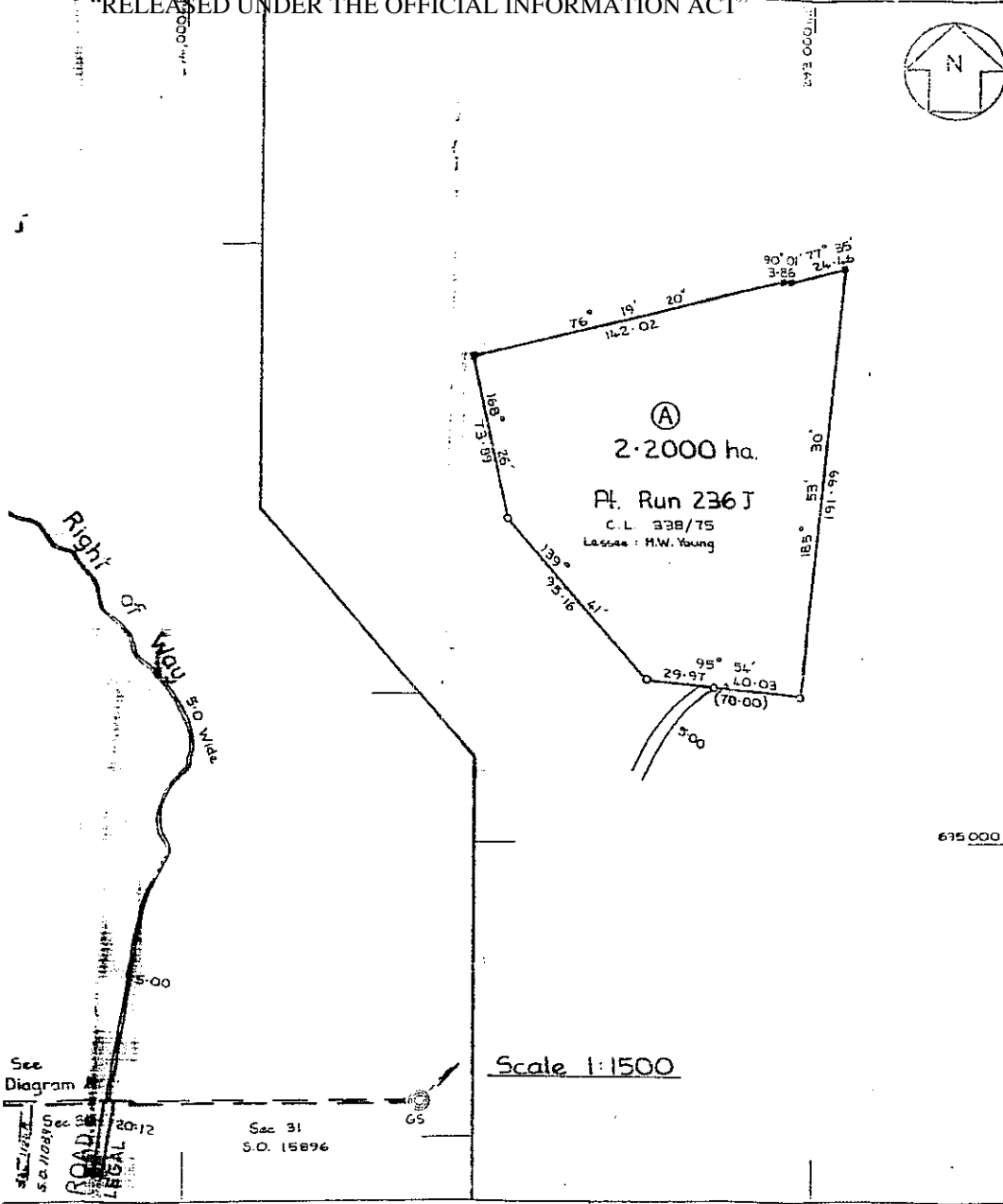
ALL that piece of land containing 1.80 hectares, being part Run 236J, Block X, Tarras Survey District; as shown marked 'B' on S.O. Plan 21435, lodged in the office of the Chief Surveyor at Dunedin.

Dated at Wellington this 28th day of April 1986.

A. MUNRO,  
for Minister of Works and Development.

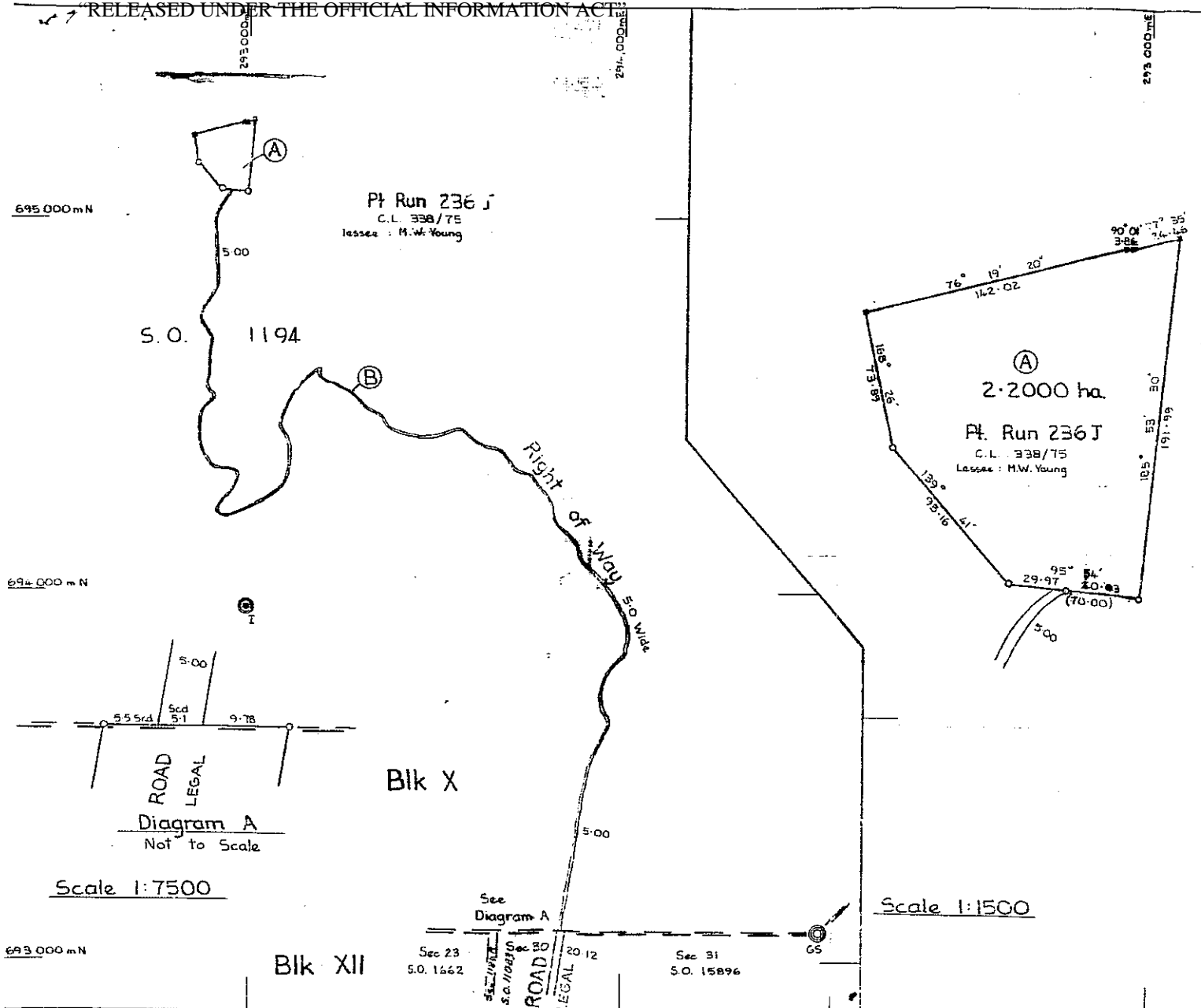
(P.W. 20/1822/3/0; Dn. D.O. 24/197/0/4)

Vertical text on the left margin, possibly a stamp or reference code, including the word "RECEIVED" and some illegible numbers and dates.



LAND TO BE TAKEN		
SHOWN	AREA	DESCRIPTION
A	2.2000 ha	Pt. Run 236 J Blk X Terras S.D. C.L. 338/75
EASEMENT TO BE TAKEN		
SHOWN	AREA	DESCRIPTION
B	1.80 ha.	Pt. Run 236 J Blk X Terras S.D. C.L. 338/75
Approved as to layout <u>See Plan file</u> District Commissioner of Works		
DATUM: GEODETIC 1949 CIRCUIT: LINDIS PEAK COORDINATES From FALSE ORIGIN 700,000 mN 300,000 mE		
Total Area: 4.0000 ha.		
Comprised in: C.L. 338/75		
I, George Robertson Elder, of Alexandra registered surveyor and holder of an annual practicing certificate for who has been a registered surveyor pursuant to the proviso to Section 33 (2) of the Surveyors Act 1966) hereby certify that this plan has been made from surveys executed by me or under my directions, and that both plan and survey are correct and have been made in accordance with the Survey Regulations.		
Dated at Alexandra this 12th day of April 1985. Signature: <i>[Signature]</i>		
Field Book 228 p. 21-27. Traverse Book 228 p. 178, 179 Reference: Plans Trig 123, S.O. 1645, 11089, 1662, 7250, 1152		
Examined J. Kilward. Correct <i>[Signature]</i>		
Approved as to Survey <i>[Signature]</i> 5/11/85 Chief Surveyor		
Deposited this 10 day of 1985		
LOCAL AUTHORITY Vincent County Surveyed by M'George & Elder Scale As Shown Date March 1985		District Land Registrar File 133 Received 19 4 85 Instructions Job No. 83/112 SO 21435

of Land and Easement to be taken



LAND DISTRICT	OTAGO RM 640 / 3-4	Plan of Land and Easement to be taken	LOCAL AUTHORITY	Vincent
SURVEY BLK. & DIST.	X Tarras S.D.		Surveyed by	M George &
NZMS	261 SHEET No. G 40		Scale	As Shown Date



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



**Search Copy**

  
R.W. Muir  
Registrar-General  
of Land

**Identifier** OT13A/1067  
**Land Registration District** Otago  
**Date Issued** 20 March 1990

**Prior References**  
GN 656246 GN 656247

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**Estate** Fee Simple  
**Area** 2.2000 hectares more or less  
**Legal Description** Section 5 Block X Tarras Survey District  
**Proprietors**  
Telecom New Zealand Limited

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**Interests**

Appurtenant hereto is a right of way over part Run 236J Block X Tarras Survey District (GN 656247) created by Gazette Notice 656247

5D/212  
29 JUL 1985

Our Ref: 31 719

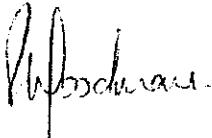
Your Ref:

District Land Registrar  
Private Bag  
DUNEDIN

**PROSPECTING LICENCE 31 719 HELD BY BRONZE BOULDER  
MINING AND DEVELOPMENT COMPANY LIMITED**

This is to advise that the above licence recorded in your office as  
5D/212, 568785 has now expired.

Would you please note your records accordingly.



**P Woodmass**  
for Deputy Secretary of Energy (Mines)

# MINES DIVISION

MINISTRY OF ENERGY

ANVIL HOUSE WAKEFIELD ST.  
P.O. BOX 6342 TE ARO  
WELLINGTON NEW ZEALAND

TELEPHONE: 735 755  
TELEX: MINES NZ 31341

DATE: 11 December 1981

OUR REF: 31 719

YOUR REF:

INQUIRIES TO

REGISTERED

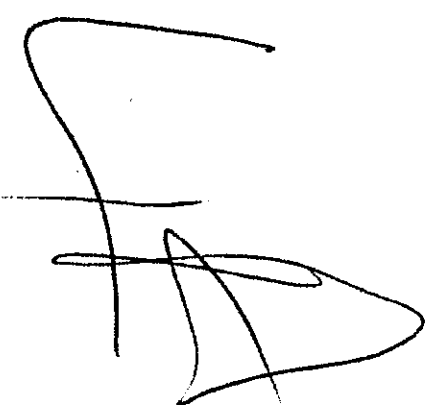
District Land Registrar,  
Private Bag,  
DUNEDIN

21 DEC 1981  
DUNEDIN

PROSPECTING LICENCE 31 719 HELD BY  
BRONZE BOULDER MINING & DEVELOPMENT CO. LTD.

I enclose four copies of the above licence signed by R.W. Byrne,  
Executive Officer, Ministry of Energy under delegated authority.

Would you please record the licence, number each copy, retain one  
copy and return three copies to this office in accordance with section  
140(3) of the Mining Act 1971.



*P. Brosnan*  
P. Brosnan  
for Deputy Secretary  
of Energy (Mines)

DUNEDIN

Land Registry Office

PROSPECTING LICENCE..... 31 719.....

Mining Act 1971

LICENSEE: Bronze Boulder Mining and Development Company Limited  
8th Floor, Quay Tower  
Cnr Albert and Customs Street, AUCKLAND

FIRST SCHEDULE:

AREA 2,800 hectares approximately  
DESCRIPTION

All that area of land being Crown Land, Legal Road and Run 735 Block II Sections 2A, 7 Crown Land, Legal Road and Part Riverbed Block III Part Riverbed Block II Sections 27, 30, 31, 32, 33, Part Section 28 and Crown Land Block VIII, Sections 3, 6, 7, 9, 10, 11, 12, 12A, 36, 37, 41, 43, 44, 45, 46 and Part Sections 4, 5, 8, 30 and Crown Land and Legal Road Block IX, Section 35, Run 236J, Crown Land, Legal Road and Part Riverbed Block XII, Sections 19, 25 and Part Run 236T Crown Land, Legal Road and Part Riverbed Block XIV, Sections 15, 42 Part Riverbed and Legal Road Block XVI Tarras Survey District, Closed Road, Crown Land and Part Riverbed Block I Sections 32, 33, 34, 38, Section 28 and Run 238L Crown Land, Legal Road and Part Riverbed Block II Wakefield Survey District, Vincent County, Otago Land District, as is more particularly described in the attached THIRD SCHEDULE and shown on the attached plan.

TERM: Three years commencing on the date hereof.

PURSUANT to the Mining Act 1971 the Minister of Energy hereby grants to the above-named licensee the exclusive right to enter and prospect for all minerals and to exercise the other rights specified in the Act on the land described in the FIRST SCHEDULE hereto for the abovementioned term SUBJECT TO the terms, conditions, reservations and provisions set out in the said Act and any regulations for the time being in force thereunder and to the additional terms, conditions, reservations, and provisions specified in the SECOND SCHEDULE hereto.

Dated at Wellington this 21<sup>st</sup> day of December 1981

Signed by ...Raymond William Byrne, Executive Officer, Ministry of Energy.. under powers delegated under sections 9 and 10 of the Ministry of Energy Act 1977 and not revoked at the date of signing.

Licence No. PL..... 31 719.....



SECOND SCHEDULE

1. The licensee shall pay an annual rental of.....\$700.00.....
- 2 The licensee shall observe and perform all the terms, conditions, reservations and provisions specified in the consent of the Minister of Transport, attached.
- 3 The licensee shall during the term of the licence undertake the following work programme:

Geological and geophysical surveys, channel sampling and drilling if warranted.

This work programme shall not be varied without the prior written consent of the Deputy Secretary of Energy (Mines).
- 4 In the event of a subsequent application by the licensee to exchange this prospecting licence for a mining licence, the licensee will be required to comply with the procedures laid down by Government for environmental impact assessment or report.
- 5 At all times prospecting shall be carried out in a manner which will ensure that the environment is as unaffected as possible and all necessary steps shall be taken by the licensee to prevent unnecessary destruction of or damage to vegetation or property.
- 6 In all prospecting operations, any topsoil present shall be stockpiled prior to the commencement of operations. During the operations any tailings are to be progressively returned to worked areas and generally levelled off. Any fines (less than 15mm) screened from workings and any topsoil previously removed are to be progressively spread back over the relevelled area. On completion of operations the disturbed area shall be oversown and toppedressed with seed and fertiliser to Ministry of Agriculture and Fisheries recommendations unless otherwise approved by the Inspector of Mines.
- 7 All excavations, boreholes or similar surface disturbances shall be filled in or alternatively be fenced off or otherwise protected to prevent injury to livestock or members of the public.
- 8 Spoil shall be stockpiled in such a manner as to prevent movement into watercourses.
- 9 Costeans are to be restricted to a maximum width of one metre.
- 10 Sufficient cutoffs shall be constructed on any tracks and benches to provide for adequate drainage.
- 11 The minimum width of any tracks other than walking tracks shall be 3.5 metres with a maximum grade of 1 in 5 unless otherwise authorised by the Inspector of Mines in consultation with the Otago Catchment Board.
- 12 The use of earthmoving machinery requires the approval of the Inspector of Mines in consultation with the Otago Catchment Board and Department of Lands and Survey.

- 13 The damming of any river or stream, the taking, diversion or use of natural water, the discharging of natural water or waste into natural water, and the discharging of natural water containing waste onto land or into the ground shall not occur without the prior consent of the Inspector of Mines in consultation with the Otago Catchment Board and the Minister of Agriculture and Fisheries.
- 14 The natural colour and clarity of the waters shall not be changed to any noticeable extent because of silt pollution.
- 15 Where any shafts, holes or excavations are carried out in the bed of any stream, creek or river the bed shall be reinstated as near as possible to its natural condition.
- 16 In all operations, a tailings retention pond shall be operated so as to prevent waste or noxious water from directly or indirectly entering any watercourse.
- 17 In any prospecting operation, or in the construction of any access roads, a buffer strip shall be left between the operation and any stream, creek or river in the area.
- 18 All proper precautions, and any specific precautions which may from time to time be required by the Ministry of Agriculture and Fisheries in consultation with the Inspector of Mines, shall be taken to prevent damage to any fishery within or adjacent to the area under licence.
- 19 Prospecting operations shall not interfere with the rights of the public to take natural stocks of fish.
- 20 The licensee will have no claim for compensation on the New Zealand Government for loss or damage caused by hydro electric development or any other works of the Clutha Valley Development.
- 21 The licensee in the working of his licence will not interfere in any hydro electric development works and will allow authorised Government officers free right of access to the licence area for any purpose associated with the development.
- 22 Twenty-four hours' notice shall be given to the lessee unless otherwise approved by him before entering onto the property.
- 23 All gates shall be kept closed at all times unless requested otherwise by the lessee.
- 24 Interference with stock shall be kept to a minimum and no prospecting shall be carried out in paddocks being used for lambing without the lessee's consent.
- 25 No building, structure or machinery shall be erected or assembled without the consent of the Commissioner of Crown Lands and then only on such conditions as may be laid down.

- 26 The use of explosives is not permitted unless approved by the Inspector of Mines in consultation with the Commissioner of Crown Lands.
- 27 No firearms or dogs are allowed on the property.
- 28 The licensee shall take all reasonable precautions to prevent damage by fire and shall at all times ensure that no fire hazard arises from the exercise of the prospecting licence.