

## **Crown Pastoral Land Review of Other Crown Land**

# Lease name: MT IDA SYNDICATE

# Due diligence report (including status report) - Attachment 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 04

Oo090 Mount Ida	Syndicate Pastoral Lease
	Due Diligence Report

#### **ATTACHMENT 1:**

Recent copy of Occupation Licence Document CIR 8486.

Report No: AT

64 3 4775162



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

Instrument

Term

PL 5044335.1

5 years commencing 1.7.1999



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2/

**Historical Search Copy** 

Identifier Land Registration District Otago

Date Registered

8486

24 May 2001 09:00 am

Туре Area

Licence under s83 Land Act 1948 8401.2739 hectares more or less

Legal Description Part Run 362B and Part Run 362C

Original Proprietors

Charles Laurence John Inder as to a 1/3 share William Murray Scott as to 2 1/3 share Johnstone Douglas Hore as to a 1/12 share Grant Malcolm Goddes as to a 1/12 share

John Murray Scott as to a 1/24 share Alan Kenneth Scott as to a 1/48 share

Perpetual Trust Limited as to a 1/48 share

Charles Laurence John Inder, Johnstone Douglas Hore and Harris Inglis Hunter as to a 1/12 share

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Subject to Part IVA Conservation Act 1987

5148213.2 Departmental Dealing to correct within title for omission of Part IVA Conservation Act 1987 memorial -

Transaction Id 1196766 Client Reference jhuntzeh

Historical Search Copy Dated 12/03/02 9:35 am. Page 1 of 1

Mt Ida Syndicate OCCUPATION LICENCE

Under the Crown Pastoral Land Act 1998

Replacing Licence O90 (CT 7C/1500 Otago Registry)

The Commissioner of Crown Lands ("The Licensor") hereby licences and authorises

Charles Laurence John Inder

(1/3 share)

William Murray Scott

(1/3 share)

Johnstone Douglas Hore

(1/12 share)

Grant Malcolm Geddes

(1/12 share)

John Murray Scott

(1/24 share)

Alan Kenneth Scott PERPETUAL TRUST LIMITED

(1/42 share)

(1/48 share) and

Charles Laurence John Inder, Johnstone Douglas Hore &

Harris Inglis Hunter

(1/12 share jointly inter se)

all as tenants in common in the shares set out above ("The Licensee") to occupy all that parcel of land containing by estimation 8401.2739 hectares, more or less, situated in the Otago Land District, and being Part Run 362B and Run 362C Mt Buster Survey District as delineated with bold black lines on the plan attached as schedule one hereon; together with the rights, easements, and appurtenances thereto belonging; FOR A TERM of five (5) years commencing on the first day of July 1999; YIELDING and paying to the Licensor the annual rent of \$1080.00 plus goods and services tax, payable without demand by equal half-yearly payments in advance on the first day of January and the first day of July in each year of the term of this licence.

## AND SUBJECT also to the following terms and conditions:

- THAT this licence conveys:
  - (a) No right of renewal:
  - (b) No right to the soil:
  - (c) No right to acquire the fee simple of the land.
- THAT without derogating from or restricting the covenants contained and implied in this 2. licence and on the part of the Licensee to be performed or complied with the Licensee will not at any time during the term depasture on the land more than 9000 breeding ewes for a period of twelve weeks

PROVIDED THAT the Licensee may with the prior written consent of the Licensor carry such additional stock on such terms and conditions as may be specified in that consent subject to the right of the Licensor to revoke or vary the consent at any time.

- THAT the Licensee will at all times farm the land in a manner to promote soil conservation and prevent erosion and will comply with the provisions of the Resource Management Act 1991 or any Act in substitution thereof.
- 4. THAT the provisions of Part IVA of the Conservation Act 1987 apply.

## AND IT IS HEREBY AGREED between the Licensor and Licensee:

THAT pursuant to the provisions of the Wild Animal Control Act 1977 or any Act passed in 5. substitution thereof officers and employees of the Department of Conservation and other authorised persons shall at all times have a right of ingress, egress, and regress over the land for the purpose of determining whether the land or any adjoining land is infested with wild animals which the Department of Conservation is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: PROVIDED such officers, employees and other authorised persons in the performance of their

duties shall at all times avoid undue disturbance of the Licensee's stock.

AND IT IS HEREBY DECLARED AND AGREED that these presents are intended to take effect as an Occupation Licence of land under section 14(7) of the Crown Pastoral Land Act 1998 AND the provisions of the Land Act and the Crown Pastoral Land Act and of any regulations made under them applicable to occupation licences is binding in all respects upon the parties to this Licence in the same manner as if the provisions had been fully set out herein.

#### SCHEDULE OF IMPROVEMENTS BELONGING TO THE CROWN

Nil

In witness whereof the Licensor has signed this Licence on this  SIGNED by MICHAEL JOHN TODD  Pursuant to a delegation from the Commissioner  of Crown Lands in the presence of:  WITNESS GRANT KASPER WEBLEY  OCCUPATION CONTRACT MANAGER  ADDRESS  ADDRESS

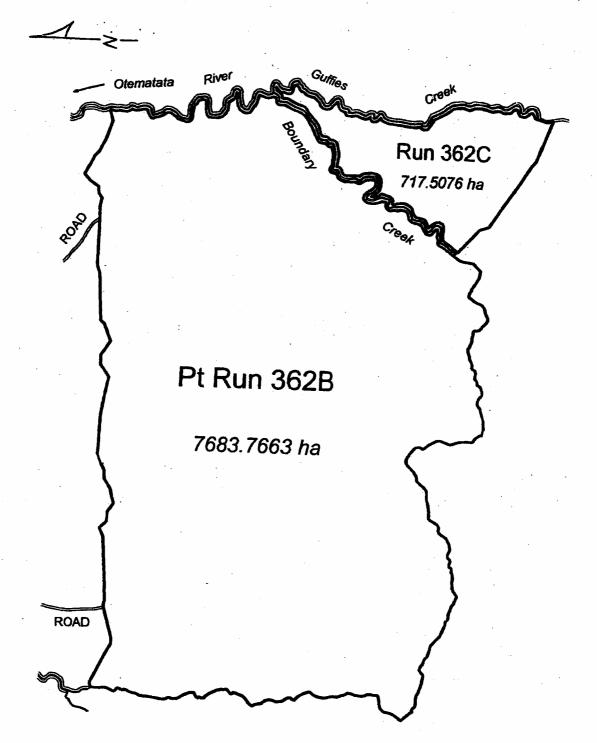
We the Licensees hereby accept this Licence on the terms and conditions contained herein and in witness thereof have signed this Licence. SIGNED by Charles Laure

in the prese e of: WITNESS OCCUPATION SOLICITOR

RANFURLY

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Address	Alan Kenneth Scutt
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	Harris Inglis Hunter



Total Area: 8401.2739 ha

Scale: 1: 60,000

For dimensions see SO's 786, 788 & 1346