

## **Crown Pastoral Land Tenure Review**

**Lease name : LITTLE VALLEY**

**Lease number : PO 354**

### **Due Diligence Report (including Status Report)**

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.

**March**

**05**



**DUE DILIGENCE REPORT  
CPL PRE TENURE REVIEW ASSESSMENT STANDARD 6:  
LITTLE VALLEY PASTORAL LEASE**

---

File Ref: CON\50239/09/12594/A Report No: DN0017 Report Date: 16/03/2001

Office of Agent: Dunedin


LINZ Case No: TR01/69 Date sent to LINZ: 16/03/2001

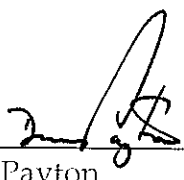
---

**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;  
The registration of the Conservation Covenant.
3. That the Commissioner of Crown Lands or his delegate **note** that a former Minister of Conservation has expressed to the lessees that the conservation interest in the Greenland RAP has been settled.

**Signed by Opus:**

  
\_\_\_\_\_  
M. Brown  
Consultant

  
\_\_\_\_\_  
D. Payton  
Contract Manager

**Approved/Declined (pursuant to a delegation from the Commissioner of Crown Lands) by:**

  
\_\_\_\_\_

Name: **MICHAEL JOHN TODD**

Date of decision: 21/3/2001

**1. Details of lease:**

**Lease Name:** Little Valley  
**Location:** Little Valley Road to the south of Alexandra  
**Lessee:** Little Valley Station Limited  
**Tenure:** Pastoral Lease under section 66 of the Land Act 1948, registered under section 83 of the Land Act 1948  
**Term:** 33 years from 1 July 1985  
**Annual Rent:** \$7,312.00  
**Rental Value:** \$325,000.00  
**Date of Next Review:** 30/6/2006  
**Land Registry Folio Ref:** C.L. 386/92  
**Legal Description:** Section 4, Block IV Cairnhill Survey District, Run 566 situated in Cairnside, Cairnhill, Long Valley Survey Districts and Sections 1 and 2 SO 24757  
**Area:** 10921.7231 hectares

**2. File Search**

**Files held by Agent (Knight Frank (NZ) Ltd) on behalf of LINZ:**

File Reference	Volume	From	To
Po354	3	3/6/1986	12/1/1994
Po354	4	12/1/1994	16/7/1997
Po354	5	16/7/1997	8/6/1999
Po354	6	7/7/1999	30/6/2000
Po354	7	1/7/2000	Current

**Files held by Agent (Opus International Consultants) on behalf of LINZ**

File Reference	CON/50239/09/12594/A-ZNO		
Volume	1		
First folio number	1		
Date	1/7/2000		
Last folio number	-		
Date	Current (comprises extracts of Tenure Review files)		

**Other relevant files held by LINZ:**

File Reference	Volume	From	To
P80	1		1966
P80	2	1966	1986

### **3. Summary of lease document:**

#### **Terms of lease**

##### *Stocking limitation in the Lease*

4070 Sheep

##### *Term of Lease*

33 years from 1 July 1985

##### *Special Provisions*

The Crown reserves the right to construct water-races and to take water through any portion of the land without payment of compensation to the lessee.

#### **Area adjustments**

There are no discrepancies in the area of the lease

#### **Registered interests**

##### *Caveat*

A caveat over part of the lease by the Minister of Conservation has been registered against the lease as Memorial 918956 – see unregistered interests below.

##### *Easement*

Transfer 495661 created an easement to drain sewage over part of the property.

##### *Land Improvement Agreement*

Memorial 806615 indicates the registration of a Land Improvement Agreement – see Section 4 below.

#### **Unregistered interests**

There is an unregistered conservation covenant over 1970 hectares of the property. This covenant is supported a designation by the Central Otago District Council and a caveat against the title by the Minister of Conservation.

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

##### *Land Improvement Agreement*

A Land Improvement Agreement has been entered into between the Otago Regional Council and former proprietors of the property. The agreement was

registered against the title as Memorial 806615 in June 1992, and sets out a programme of rabbit and land management.

**5. Summary of Land Status Report:**

Opus International Consultants Limited undertook a Land Status Report on 13 December 2000. This report confirms the status of the land as Crown Land under the Land Act 1948, pursuant to section 66 of the Land Act 1948, and registered under section 83 of the Land Act 1948.

The following items were identified for possible consideration in the context of Due Diligence:

1. Special condition contained within the lease insofar as Run 566, the right is reserved to the Crown to construct water-races and to take water through any portion of the Run without payment of compensation thereof to the lessee.
2. 918956 Caveat against part of the pastoral lease by the Minister of Conservation. This caveat protects an agreement to create a Conservation Covenant under Section 77 Reserves Act 1977. This covenant has not been registered to date.
3. A field inspection may be required to ascertain if the upper portion of the Manor Burn and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered on renewal of this lease on 1 July 1985. The Riverbank Reserve’s created under section 129 of the Land Act 1924 along the Manor Burn and around the Manor Burn and Greenland Reservoirs is now deemed to be a marginal strip of the same width (section 24(3) Conservation Act 1987 effective date 10/4/1990) the boundaries of the marginal strip do not change (s24G (7) Conservation Act 1987.

**6. Review of topographical and cadastral data:**

A review of the topographical and cadastral plans attached to the Land Status Report reveals that there are no communication sites, long distance transmission lines, airstrips, or other facilities on the property.

From the topographical map, there are no apparent discrepancies between the legal, and the physical (fence lines) boundaries.

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

	<i>Legal Description</i>	<i>Status</i>	<i>Owner</i>
<i>North</i>	Crown Land Reserved from Sale	Marginal Strip	Department of Conservation

	<i>Legal Description</i>	<i>Status</i>	<i>Owner</i>
<i>North (Cont)</i>	Part Run 569	Pastoral Lease	Matangi Station Ltd
<i>South</i>	Sec 1 Blk VII Long Valley Survey District Run 810	Licence Pastoral Lease	Hiscock JD AR & KM McNeish
	Pt Sec 1 Blk IX Long Valley Survey District	Conservation Land	Her Majesty The Queen
<i>East</i>	Run 565A	Pastoral Lease	Galloway Station Limited
	Pt Run 565	Pastoral Lease	PA Preston & RN MacAssey
	Crown Land Blk II Long Valley Survey District	Marginal Strip	Department of Conservation
<i>West</i>	Run 567	Pastoral Lease	Saunders JW
	Sec 3 Blk IV Cairnhill Survey District	Pastoral Lease	Matangi Station Limited
	Pt Run 569	Pastoral Lease	Matangi Station Limited

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

It is unclear from the file whether the Commissioner of Crown Lands has approved the designation protected by caveat 918956.

A letter from the then Minister of Conservation to the lawyers of the lessee states that the conservation covenant agreed to, and protected by the above covenant will settle the Minister’s interest in the Greenland RAP.

Copies of the caveat, the Conservation Covenant and the letter from the Minister of Conservation are attached to this report.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

## ATTACHMENTS

918956 X

Image Quality due to Condition of Original



Date: 5 November 1990

N M, A J and L A Sanders  
C/o Checketts McKay  
Solicitors  
PO Box 41  
ALEXANDRA

John Wickliffe House  
Princes Street  
Private Bag  
Dunedin  
New Zealand  
Phone 0-3-477 8991  
Fax 0-3-477 8993  
DX YP80001

### LAND TRANSFER ACT 1952

Take notice that a caveat, No. 918956, has been lodged with me by MINISTER OF CONSERVATION

forbidding the registration of any memorandum of transfer or other document affecting the following land:

Land Affected	CT Reference
330hectares more or less (subject to survey) being part Run 566 LONG VALLEY SURVEY DISTRICT	(part) 386/92

JAN COOPER-KNOWLES  
Assistant Land Registrar



Department of Conservation  
*Te Papa Atawhai*

Our ref: P 354

30 October, 1996

District Land Registrar  
Land Titles Office  
Private Bag  
DUNEDIN

**CAVEAT : PART 386/92**

The fee charged for lodging of this caveat would be payable directly or indirectly from the Crown Bank Account.

A handwritten signature in black ink, appearing to read 'J H Beard'.

J H Beard  
Regional Solicitor  
for Regional Conservator

L. and D. 92

New Zealand,

(N)

### CAVEAT FORBIDDING REGISTRATION OF DEALING WITH ESTATE OR INTEREST

To

The District Land Registrar of the District of ~~Otago~~

TAKE NOTICE that ~~XXXX~~ the MINISTER OF CONSERVATION

(1) Name of Caveator.

(2) Occupation and address. XXXX

(3) Here state the nature of the estate or interest on the strength of which the caveat is lodged; connecting back to the registered proprietor of the land.

claiming estate or interest<sup>(3)</sup> by virtue of an agreement to grant a conservation, dated the 4th day of October 1996 and made between ALEXANDER JOHN SANDERS NEIL MURRAY SANDERS and LINDON ANDREW SANDERS the registered lessees of the land hereinafter described and the MINISTER OF CONSERVATION this caveator IN ALL THAT parcel of land containing 330 hectares more or less (subject to survey) being part Run 566 Long Valley Survey District and being part of the land comprised and described in pastoral lease recorded as Register Volume 386 folio 92 (Otago Registry) shown coloured red on the map attached.

*Handwritten: 1996  
Covenant*

(4) Here describe the land.

~~XXXX~~

*Handwritten: address of registered proprietor  
1) - Chisholms McKays  
Lawyers  
13 Oct 41  
Dunedin*

forbids the registration of any memorandum of transfer or other instrument affecting the said land until this caveat is withdrawn by ~~him~~ or by order of the ~~Subordinate~~ <sup>High</sup> Court, or until the same has lapsed under the provisions in that behalf contained in section 145 of the Land Transfer Act 1952

(5) Here provide an address within the registration district in which the land is situated.

AND ~~it~~ <sup>he</sup> appoint(s) the Regional Conservator  
Department of Conservation  
77 Stuart Street, DUNEDIN  
as the place at which notices relating hereto may be served.

Dated this 29<sup>th</sup> day of October 1996

Signed by ~~XXXXXXXXXXXX~~ Jeff Connell an officer of the Department of Conservation pursuant to a designation given to him by the Director-General of Conservation and dated the 30th day of ~~XXXXXXXXXXXX~~  
June 1989 acting for and on behalf of ~~XXXX~~ the Minister of Conservation pursuant to section 117 of the Reserves Act 1977 in the presence of:

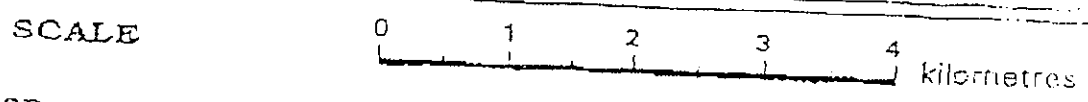
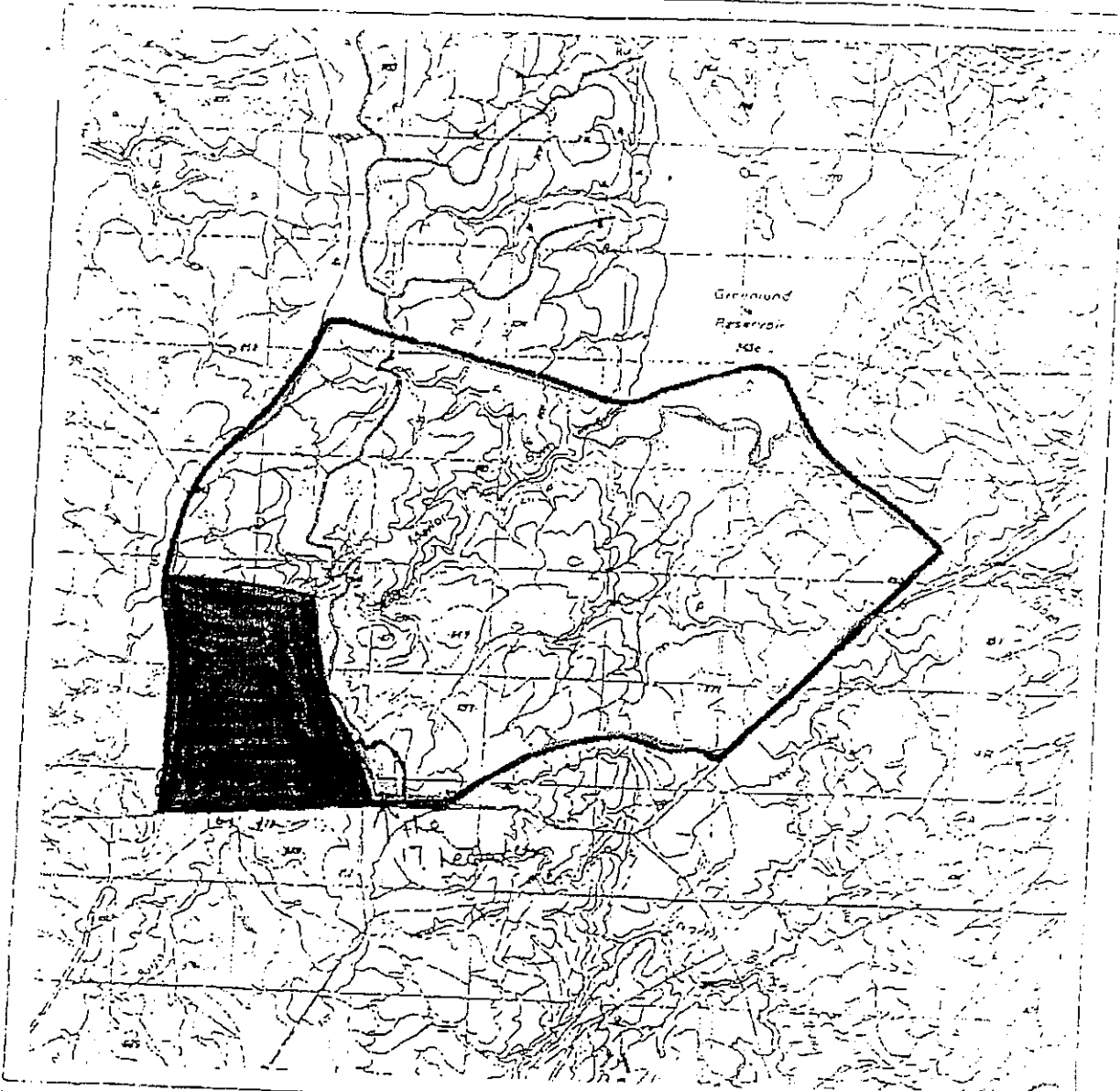
*Handwritten signature*

(6) Witness to sign here and add his occupation and address.

*Handwritten signature and date*



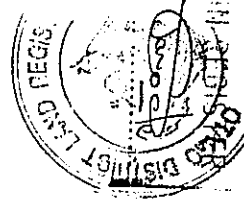
AUG 27 1985 12:28PM EPPD H/O DOC DISTRICT MAP 2 GREENLAND 49



GR CENTRE : G43 445230  
 AREA : 1970 hectares  
 ALTITUDE RANGE : 750m - 920m  
 CLIMATE : Pastoral Lease  
 AVAILABLE SITES : 32 - 61

CAVEAT

11.18 30.OCT196 918956  
PARTICULARS ENTERED  
LAND REGISTRY TAGO  
ASST. LAND REGIS TRAR..  
386|92



Regional Solicitor  
Department of Conservation  
DUNEDIN



918956



COU 11375 COVENANT (ALL TYPE)  
(PY-01/01) 014.01/12/00.16:00



Doc ID: 110163164

**CONSERVATION COVENANT**  
**(Section 77 Reserves Act 1977)**

**BETWEEN** LITTLE VALLEY STATION LIMITED at Alexandra ("the Landholder")

**AND** MINISTER OF CONSERVATION ("the Minister")

**BACKGROUND**

A Section 77 of the Reserves Act 1977 provides that:

- i The Minister may agree with any owner or lessee of land that all or part of the land should be managed so as to preserve the natural environment or landscape amenity or wildlife or freshwater life or marine-life habitat or historical value of the land
- ii The terms of such agreement may be recorded in a Conservation Covenant which is registered against the title to the land or the lease so as to bind the land or the lease and its owner or lessee to the performance of the terms of the agreement, in perpetuity or for such other period as the parties may agree

B The Landholder is registered as lessee of the land described in the Schedule ("the Core Land"), consisting predominantly of a red tussock (*Chionochloa rubra* var. *cuprea*) grassland and associated native plant communities on the South Rough Ridge plateau to the south of the Greenland Reservoir.

C The Landholder and the Minister have agreed that the Core Land be managed with the following conservation objectives (called "the Objectives"):

- i Protecting the character of the Core Land, with particular regard to the natural functioning of ecosystems and to the native flora and fauna in their diverse communities and dynamic relationships with their earth substrate, water courses and the atmosphere

Handwritten signatures and initials at the bottom of the page.

- ii Protecting and maintaining the Core Land and its vegetation as an area representative of a significant part of the ecological character of the Manorburn Ecological District's South Rough Ridge-Greenland Plateau land system
- iii Protecting and maintaining the landscape characteristics of the Core Land as an open, treeless, area of red tussock grassland largely unbound by fences, interspersed with sphagnum bog wetlands and meandering streams secreted among the folds of the terrain, representative of part of the Greenland Plateau landscape unit of the Manorburn Ecological District.

**TERMS OF THIS DEED**

In accordance with Section 77 of the Reserves Act 1977 the Landholder and the Minister **MUTUALLY COVENANT** in perpetuity to comply with the following respective conditions for the purpose of meeting the objectives detailed in Background C:

- 1 **THE** Landholder shall not do anything on the Core Land which shall interfere with or be contrary to the objectives and in particular:
  - a The Landholder shall not permit stock to graze the Core Land or to pass through the Core Land; and
  - b Notwithstanding Section 106 of the Land Act 1948, the Landholder shall not burn, damage, remove or disturb the vegetation or soil of the Core Land, and shall not permit any other person to do any of those things, except as may be approved by the Minister for the purposes or objectives of this Deed.
  - c The Landholder shall, as far as is practicable, avoid topdressing or the sowing of seed on the Core Land.
  
- 2 **THE** Minister shall, at the cost of the Crown:
  - a Erect a fence around the unfenced perimeter of the Core Land, the Minister to own the fence. The fence to be constructed using flat standards, tanalised posts or T Irons and 7 x No.8 wire provided that if the Minister is not able to procure flat standards then he may use waratahs; and
  - b Carry out mechanical line clearing/fire breaking as appropriate around the Core Land.  
It being intended by the parties that the existing vehicle track on the eastern boundary of the core land will be utilised as much as is possible as a fire break.

The bottom of the page contains several handwritten marks. From left to right, there is a signature that appears to be 'L.S.', followed by initials 'B.S.', a checkmark, a diagonal slash, and another signature that looks like 'S.L.'.

3 **THE** Minister shall, at his cost, maintain the fence erected pursuant to clause 2 except that routine day to day maintenance of a minor nature will be undertaken by the Landholder at the Landholder's own cost.

- 4 a **THE** Landholder shall ensure that the existing fence on the Core Land along the Little Valley Station property boundary is properly maintained to a stock proof standard.
- b **IN** the event of the Landholder being in breach of this obligation under paragraph a, the Minister, after giving 14 days notice to the Landholder of his intention to do so, may carry out necessary maintenance work on this fence and recover the Crown's reasonable costs in doing this, from the Landholder.
- c **PROVIDED** however that if the Landholder is taking action under the Fencing Act 1978 to recover a contribution of the cost of the boundary fence maintenance from the boundary fence neighbour then the period of notice under the preceding paragraph (b) shall be extended out for such reasonable period necessary to coincide with the timeframes under the Fencing Act relating to a recovery of a contribution from the boundary fence neighbour.

5 **THE** following provisions shall apply with respect to the Landholder burning any land outside the Core Land:

- a The Landholder shall maintain the dozed fire break around the Core Land, including maintaining as a dozed fire break the existing vehicle track on the eastern boundary which forms part of the fire break as referred to in clause 2 and will take such other steps as may be practicable to avoid the escape of fire into the Core Land from any adjoining Landholder's land. It being agreed that this Covenant shall not prevent the Minister from carrying out maintenance work on the dozed fire break around the Core Land including the section of the existing vehicle track on the eastern boundary used as part of the fire break. However if the Minister is intending to carry out such maintenance work, then he shall first consult with the Landowner.
- b Before carrying out any burn on land adjacent to the Core Land:
  - i The Landholder shall back burn from the dozed fire break around the Core Land;
  - ii The Landholder shall, not less than one month before any anticipated burn date, write to the Minister's nominated agent advising of the Landholder's intention to burn with details of the area proposed to be burned.
  - iii As soon as the Landholder has an anticipated burn date, the Landholder shall phone the Minister's nominated agent advising of the anticipated burn date.
  - iv As soon as the Landholder has made a definite decision as to when the burn will be undertaken the Landholder shall phone the Minister's nominated agent to confirm when the burn will take place. It is acknowledged that climatic



conditions may require only a short time period between the decision to burn and the time that the burn takes place.

- c It shall be the Minister's responsibility to:
  - i Provide the Landholder with a list of alternative names and contact phone numbers of the Minister's nominated agents to be contacted under the preceding paragraphs (b)(ii), (iii) and (iv) and under paragraph (e) of this clause; and
  - ii Ensure that there will be a nominated agent available from that list to take the Landholder's call whether it be during or outside business hours.

For clarification it is acknowledged that the Landholder shall only contact one of the Minister's nominated agents on the list.

- d It is agreed that the Minister's agents may be in attendance during such fire on the Landholder's lands (at no cost to the Landholder) so as to safeguard the boundaries and interior of the Core Land against damage by fire but in such case the personnel attending do so in a firefighting capacity. It is acknowledged that firefighting is a hazard and should only be undertaken by appropriately trained personnel or untrained but appropriately supervised personnel and accordingly the Minister shall be responsible to make sure that any untrained personnel of the Ministers in attendance are appropriately supervised by trained personnel of the Minister. It is agreed that the Landholder shall not be responsible for the health and safety of the Minister's personnel attending the fire.

- e In the event of a fire upon the Core Land when the Minister's agents are not in attendance, the Landholder agrees to urgently notify by phone the Minister (through one of his nominated agents). The Minister may render assistance at any such fire at no cost to the Landholder unless the Landholder is responsible for the fire through wilful action or negligence (which includes the case where the fire or its escape is caused by non-adherence to the conditions of any permit or of this Deed).

- f Nothing in this Deed affects the Landholder's responsibilities under the Land Act 1948 or the Forest and Rural Fires Act 1977.

- g It is agreed that the Minister shall not allow to be brought about a situation whereby a "fire safety margin" (or other statutory fire buffer) would be imposed outside the boundary of the Core Land for the purpose of protecting the Core Land. For the purpose of clarification it is acknowledged that this paragraph is not intended to extend to any State Area, fire safety margin or other statutory fire buffer relating to land other than the Core Land.

- h The Minister agrees that any fire safety margin around land administered by the Department of Conservation, which may apply to the Landholder's land, will be administered with a view to securing the Department's land from the spread of fire on to it, and not to protect the vegetation on the Landholder's land for nature conservation purposes.

The bottom of the page contains several handwritten marks. From left to right, there is a signature that appears to be 'L.S.', followed by initials 'P.B.' and 'B'. To the right of these is a checkmark, and further right is a signature that looks like 'A. De' followed by a flourish.

i For clarification it is acknowledged that the provisions of this clause 5 are without prejudice to the Minister's rights under the Resource Management Act to object to any burn application by the Landholder or to seek special conditions on any consent to burn. Equally, the Landholder reserves its right to contest under the Resource Management Act any exercise by the Minister of such statutory power.

6 **THE** Landholder grants to the Minister a right of access onto the Core Land for the purpose of examining and recording or researching the Core Land or its species or natural attributes or for carrying out protection or maintenance work on the Core Land consistent with the objectives set out in this Deed. However in exercising this right, the Minister will consult with the Landholder in advance and have regard to all reasonable requests.

7 **WHERE** the Minister wishes to obtain access to the Core Land in terms of clause 6 through the balance of the Landholder's land because alternative access through the Manorburn Conservation Area (ex Moir land) is not able to be used, the Landholder's permission for access through the balance of the Landholder's land will be sought and this will not be unreasonably withheld. Provided however it is agreed that this clause shall only be used to obtain access during such times as alternative access is impassable and shall not be used as a permanent means of access to the Core Land.


8 **THE** Landholder agrees that the Minister may take other persons onto the Core Land for purposes broadly consistent with this Deed, in conjunction with access under clause 6.

9 **THE** Minister administers on behalf of the Crown the Manorburn Conservation Area land (ex Moir land) which backs onto the Core Land. So as to clearly identify the boundary between the Manorburn Conservation Area and the Core Land, the Minister shall erect and maintain an appropriate sign on the boundary of the Manorburn Conservation Area and the Core Land advising the public of the boundary of the Manorburn Conservation Area, that the Core Land is private land and state arrangements for access (which arrangements shall include a requirement to obtain the Landholder's consent).

10 **THE** Minister shall take reasonable and practicable action to manage the Core Land in a way which meets the objectives and in particular (but without limitation) shall:

- a Carry out such weed and pest control on the Core Land as would be expected from a responsible neighbour.
- b Keep the Core Land free of all exotic tree species.
- c Meet all of the Landholder's obligations at law with respect to the Core Land.

11 **THE** parties agree that:

The bottom of the page contains several handwritten signatures and initials. On the far left, there are two sets of initials, possibly 'LL' and 'SS'. To their right is a signature that appears to be 'J. B. G.'. Further right is a signature that looks like 'V. J. G.'. On the far right is a large, stylized signature that could be 'D. J. G.' or similar.

- a The covenants contained in this Deed shall bind the Landholder and the Landholder's heirs successors executors and assigns in perpetuity. On a renewal of the lease or if a new lease or fee simple title of the Core Land is granted to the Landholder or the Landholder's heirs successors executors or assigns the terms of this Deed shall continue to apply.
- b In the event that a fee simple title to the Core Land is granted to the Landholder then:
  - i the covenants contained in the Deed shall bind the Landholder and its executors administrators successors and assigns in perpetuity and shall bind any lessee for the term of any lease; and
  - ii the Landholder will, when requested by the Minister, execute a new conservation covenant on the same terms and conditions as this conservation covenant and will take all action required to enable such new conservation covenant to be registered immediately following the issue of the fee simple title with all costs in connection therewith to be met by the Minister.
- c The Landholder will not be personally liable in damages for any breach of covenant committed after it has parted with all interest in the Core Land in respect of which such a breach occurs.
- d Where there is more than one owner of the leasehold or fee simple title to the Core Land, the covenants contained in this Deed shall bind each owner jointly and severally.
- e Where the Landholder is a company the covenants contained in this Deed shall bind a receiver liquidator statutory manager or statutory receiver. Where the Landholder is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- f The reference to any Act in this Deed extends to and includes any amendments to, or re-enactment of that Act.
- g Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952.
- h Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, Otago. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Regional Conservator, Department of Conservation, Otago.

12 THE Minister will throughout the term of this Deed, consult with the Landholder about:

- a the management of the Core Land by the Minister under this Deed; and
- b any proposed departure from such management proposals;

Handwritten signatures and initials at the bottom of the page, including a large 'SS' on the left, a signature that appears to be 'R', and another signature that appears to be 'J'.

and shall have proper regard to all reasonable requests of the Landholder made in relation to these matters;

13 **THE** Minister shall indemnify the Landholder against all liabilities and costs incurred by the Landholder by law or under the Landholder's Pastoral Lease contract as a consequence of any action or inaction by the Minister in managing the Core Land.

14 **IF** any rate or other charge in relation to the Core Land significantly increases then the Minister shall pay such rates and other charges levied with respect to the Core Land. If such outgoings are not separately assessed for the Core Land, they shall be apportioned in a fair manner as shall be agreed and failing agreement then determined in accordance with the dispute resolution process detailed in this Deed.

15 **IT** is agreed that the Landholder may carry out its own monitoring on the Core Land. It is agreed that any monitoring information obtained by either the Minister or Landholder shall be provided, together with all base data, free of charge to the other party.

16 **THE** Minister shall meet the costs of surveying the core area and preparing and registering this Deed.

17 **IF** either party believes that a dispute between them has arisen regarding the rights or obligations under this Deed or compliance with such rights or obligations, such party may give written notice to the other party of the existence of such a dispute and the particulars of it and the following procedures shall apply:

a The parties shall then meet in good faith and seek to resolve the dispute and if it is not resolved within 14 days of the notice to the other party of the existence of the dispute, the parties shall seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as conciliation, or independent expert evaluation or determination, or mediation.

b If the parties cannot reach agreement on:

- i the dispute resolution process and procedures to be adopted for resolving the dispute; and
- ii the timetable for all steps in that process; and
- iii the selection and compensation of the independent person required for such technique;

they shall refer the dispute to mediation and for that purpose they shall use the assistance of a dispute resolution person or organisation (mutually agreed to) and failing agreement nominated by the President of the Arbitrators' Institute of New Zealand Inc.

A series of handwritten signatures and initials are present at the bottom left of the page. From left to right, there is a large 'L', a signature that appears to be 'S', a signature that appears to be 'B', a signature that appears to be 'S', a signature that appears to be 'S', and a signature that appears to be 'S'.

- c Either party may elect that any statements made by that party during the alternative dispute resolution process shall have a "without prejudice" status.
  - d No party to the dispute may refer a dispute to arbitration or commence proceedings in any Court unless the dispute has been referred to a dispute resolution person or organisation in accordance with this clause and the dispute has not been resolved.
- 18 a IF, following the procedures to resolve any dispute between the parties contained in clause 17 the dispute has not been resolved, the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or any enactment in substitution of that Act. If the Arbitration Act 1996 is used and the parties fail to agree on the person to be appointed as arbitrator the appointment shall be made by the President for the time being of the Otago District Law Society.
- b IF the dispute is referred to arbitration under this clause then:
- i The arbitrator shall determine the matter in dispute in a manner which is fair and reasonable to all parties to the arbitration.
  - ii The cost of the arbitration and the award shall be fixed by the arbitrator who may direct that any party is to pay all or part of the costs and may make an order for costs in favour of any party.
- 19 IN this Deed:
- a A reference to "the Minister" includes the Minister's successors and transferees and includes the Minister's agents.
  - b A reference to "the Landholder" includes its successors assigns and transferees.
  - c A reference to "Core Land" includes the vegetation growing on the Core Land.
  - d A reference in clause 5(b)(ii) (iii) and (iv) to "burn" and a reference to "fire" in paragraphs d and e of clause 5 extend to any "back burn" and the fire resulting from a back burn.

DATED the 8th day of February 1999

SCHEDULE

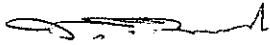
All that parcel of land situated in the Otago Land District containing 317.2150 hectares more or less being that part of Run 566 Blocks V and VI Long Valley Survey District shown marked with the letter "A" on the copy of SO Plan 24593 attached and being part of the land comprised and described in Pastoral Lease P.80 recorded as Register Volume 386 folio 92 (Otago Registry) **SUBJECT** however to Land Improvement Agreement 806615 and Memorandum of Mortgage 937764.4.

Handwritten signatures and initials at the bottom of the page.

**SIGNED** by Jeff Connell an officer of the Department of Conservation pursuant to a designation given to him by the Director-General of Conservation and dated the 30th day of June 1989 acting for and on behalf of the Minister pursuant to section 117 of the Reserves Act 1977 in the presence of:

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

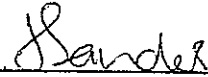


Witness:   
JESSE HERVEY BEARD

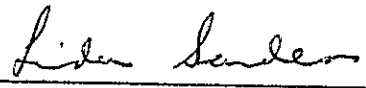
Occupation: SOLICITOR

Address: DUNEDIN

SIGNED by Little Valley Station Limited )  
)

  
\_\_\_\_\_

Director

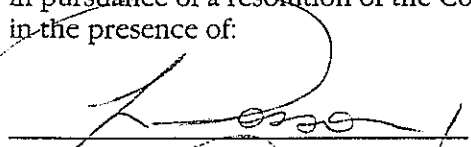
  
\_\_\_\_\_

Director

**OTAGO REGIONAL COUNCIL** the Grantor of Land Improvement Agreement 806615 **CONSENTS** to the within-written Conservation Covenant

Dated the 7 day of July 1999.

**THE COMMON SEAL** of the **OTAGO REGIONAL COUNCIL** was hereto affixed in pursuance of a resolution of the Council in the presence of:

  
\_\_\_\_\_

Chairperson

  
\_\_\_\_\_

Director of Corporate Services

# APPLICATION

TO: The District Land Registrar, Dunedin (Otago Registry)

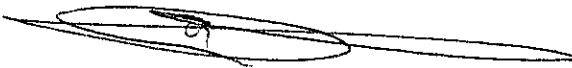
Re: Memorandum of Mortgage No: 937764.4

RABO WRIGHTSON FINANCE LIMITED hereby applies to be registered as proprietor of all the estate and interest as mortgagee under Memorandum of Mortgage referred to above in accordance with a declaration lodged under the applicable Abstract number appearing below.

<u>Registry</u>	<u>Abstract No.</u>
Auckland (North Harbour Registry) under number	D269158.1
Blenheim (Marlborough Registry) under number	197427.1
Christchurch (Canterbury Registry) under number	A350308.1
Dunedin (Otago Registry) under number	947302.1
Gisborne (Gisborne Registry) under number	G220254.1
Hamilton (South Auckland Registry) under number	B479697.1
Hokitika (Westland Registry) under number	109815.1
Invercargill (Southland Registry) under number	257590.1
Napier (Hawkes Bay Registry) under number	670513.1
Nelson (Nelson Registry) under number	377265.1
New Plymouth (Taranaki Registry) under number	450724.1
Wellington (Wellington Registry) under number	B665327.1

DATED this 23rd day of July 1999

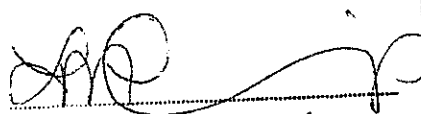
Executed by )  
RABO WRIGHTSON FINANCE )  
LIMITED )  
 )



Authorised Signatory



Authorised Signatory

Witnessed by:  
  
 Leanne Marie Cummings  
 Bank Officer  
 Wellington



The COMMISSIONER OF CROWN LANDS pursuant to section 89 of the Land Act 1948  
CONSENTS to the within-written Conservation Covenant

Dated the 1st day of December 2000  
~~1999~~

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

Witness: *[Signature]*  
Occupation: DAVID J EHLERS  
Address: SOLICITOR  
DUNEDIN

*DJ Gullen*  
*Commissioner of Crown Lands*

Approved:  
Signed for and on behalf of Her Majesty's Queen as owner, by Murray Robert MacI Manager Crown Property Services, Ltd.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

CONSERVATION COVENANT AREA  
Pt. CL 566 317.2150  
(Pt. CL 386/92)

NOTE  
Boundaries adopted from S.O. 57 have been corrected to sea level

Total Area 317.2150 ha  
Comprised in Pt. CL 386/92

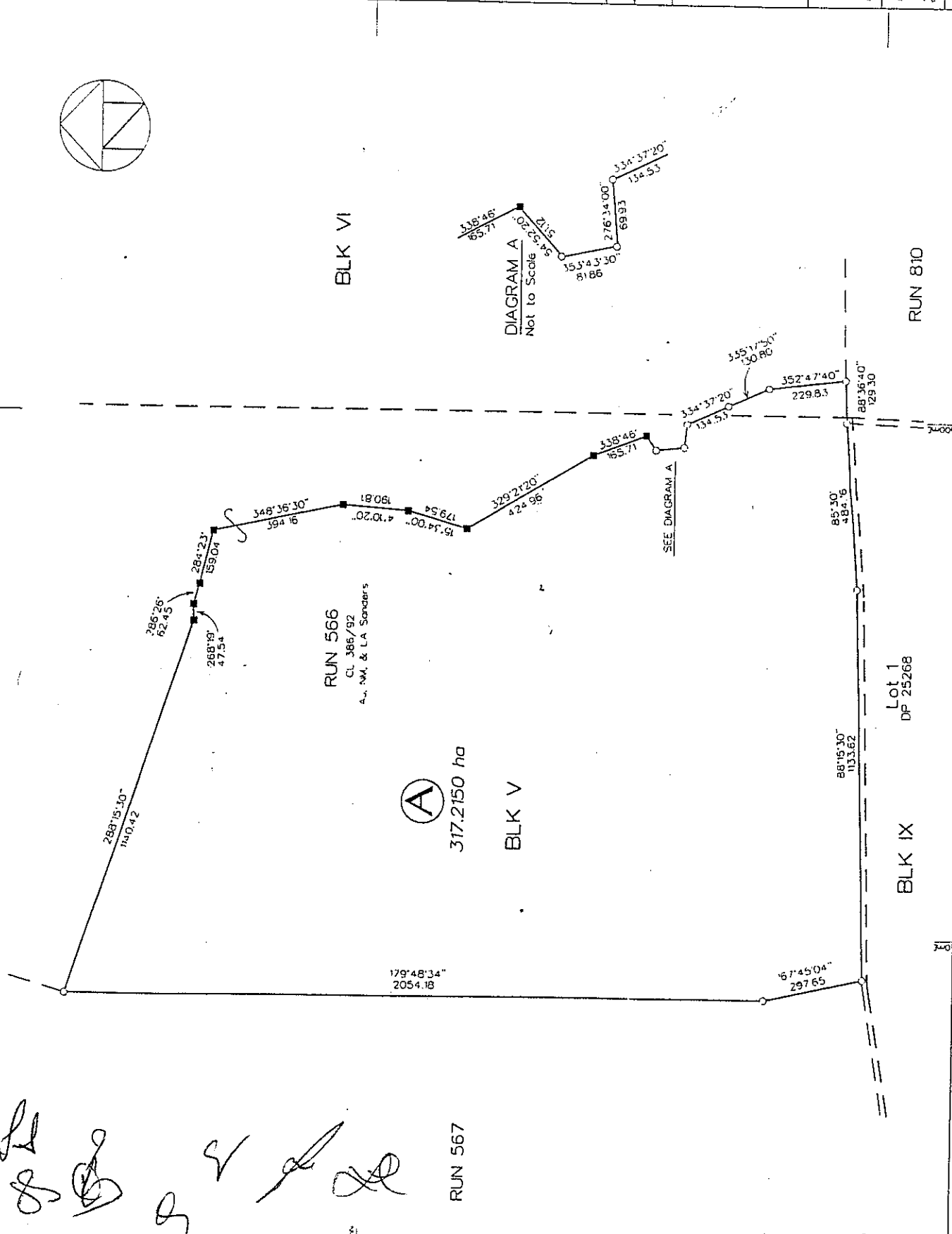
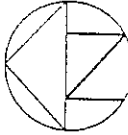
DARRELL REX THOMSON  
Registered Surveyor and holder of an annual practicing certificate for the year 1997 as a registered surveyor according to section 10 of the Survey Act 1980. My surveying instruments have been tested and found to be correct by the Survey Department and have been used in accordance with the Survey Regulations 1981. The survey was made in accordance with the Survey Regulations 1981.

Dated at Dunedin on 5th day of JUNE 1997  
Darrell Rex Thomson  
Registered Surveyor

Approved as to Survey by [Signature]  
24.3.1997  
Chief Surveyor

Deposited this 19th day of MARCH 1997  
District Land Registrar

No. of Plan 16/64/97  
Amount 1:3756  
S0 24593



TERRITORIAL AUTHORITY CENTRAL OTAGO DISTRICT  
Surveyed by TERRALINK NZ LIMITED  
Scale 1 : 8000 Date MARCH 1997

COVENANT OVER RUN 566

OTAGO DISTRICT  
Run 566 & Dist. V & VI Long Valley SD  
S 261 Sheet G 43 Rcd Map No.


[Handwritten signatures and initials]

RUN 567

GRANT of

Correct for the purposes of the  
Land Transfer Act

CONSERVATION COVENANT

  
Solicitor for the Minister

pursuant to Section 77 of the  
Reserves Act 1977

LITTLE VALLEY STATION LIMITED

to

MINISTER OF CONSERVATION

Regional Solicitor  
Department of Conservation  
DUNEDIN

File No. RML-1515

Drafted/Typed by — H Nicholson

Mini No. 97/8007

Wang No.

Date Lft: 13 - 1 - 1997

14 JAN 1997

J Williamson  
Partner  
Checketts McKay  
Lawyers Central Otago  
PO Box 41  
ALEXANDRA

Dear Mr Williamson

I refer to your enquiries regarding the final implementation of the Little Valley Station agreement.

I am prepared to confirm the agreement made by my predecessor, Hon Denis Marshall, that upon the registration of the agreed conservation covenant under the Reserves Act 1977, apart from the 17 hectares referred to in Clause 5 of the agreement dated 27 August 1996, my interest in the Greenland RAP will have been settled.

I trust this meets your concerns.

Yours sincerely



Nick Smith  
Minister of Conservation



This report has been prepared on the instruction of Land Information New Zealand in terms of Contract No: 50239 dated 1 November 2000 and is undertaken for the purposes of the Crown Pastoral Land Act 1998.

<b>LAND STATUS REPORT for Little Valley Tenure</b>		LIPS Ref 12594
<b>Review</b>		
<b>Property</b>	1	of 1

<b>Land District</b>	Otago
<b>Legal Description</b>	Section 4, Block IV, Cairnhill Survey District, Run 566 situated in Cairnside, Cairnhill, Long Valley Survey Districts and Sections 1 and 2 SO 24757.
<b>Area</b>	10921.7231 hectares
<b>Status</b>	Crown Land under the Land Act 1948 subject to Pastoral Lease P.354 under Section 66, of the Land Act 1948 and registered under Section 83 of the Land Act 1948
<b>Instrument of title / lease</b>	C.L. 386/92
<b>Encumbrances</b>	Subject to: - <ul style="list-style-type: none"> <li>• 495661 Transfer being a grant of a right to drain sewage appurtenant to CT 371/231</li> <li>• 806615 Land Improvement Agreement under Section 30(3) Soil Conservation &amp; Rivers Control Act 1941.</li> <li>• 918956 Caveat against part by Minister of Conservation. This relates to an unregistered conservation covenant.</li> </ul>
<b>Mineral Ownership</b>	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 1848 Kemp Purchase.
<b>Statute</b>	Land Act 1948 & Crown Pastoral Land Act 1998

<b>Data Correct as at</b>	13/12/2000
<b>[Certification Attached]</b>	

<b>Prepared by</b>	John Kirk 
--------------------	--

<b>Crown Accredited Agent</b>	<b>Opus International Consultants Ltd, Dunedin</b>
-------------------------------	--

**Certification**

Pursuant to Section 11(1)(l) of the Survey Act 1986 and acting under delegated authority of the Surveyor-General pursuant to Section 11(2) of that Act. I hereby certify that the land described above is Crown Land under the Land Act 1948 subject to Pastoral Lease CL 386/92.



**Max Haydn Warburton**  
**Chief Surveyor**  
**Land Information New Zealand, Dunedin.**

2 1 2 <sup>2001</sup> / 2000

<p><b>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.</b></p>	<ul style="list-style-type: none"> <li>• Special condition contained within the lease insofar as Run 566 the right is reserved to the Crown to construct water-races and to take water through any portion of the said Run 566 without payment of compensation therefore to the lessee.</li> <li>• 918956 Caveat against part of the pastoral lease by Minister of Conservation. This caveat protects an agreement to create a Conservation Covenant under Section 77 Reserves Act 1977. This covenant has not been registered to date.</li> <li>• A field inspection may be required to ascertain if the upper portion of the Manor Burn and other streams within this pastoral lease could be subject to Section 24 of the Conservation Act 1987. No evidence has been found that this aspect was considered on renewal of this lease on 1 July 1985. The Riverbank Reserve's created under section 129 of the Land Act 1924 along the Manor Burn and around the Manorburn and Greenland Reservoirs is now deemed to be a marginal strip of the same width (s. 24(3) Conservation Act 1987 effective date 10/4/90) the boundaries of the marginal strip do not change (s.24G (7) Conservation Act 1987).</li> </ul>
--	---

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

SDI Print Obtained	Yes
NZMS 261 Ref	G42, G43,
Local Authority	Central Otago District
Crown Acquisition Map	Kemp Purchase
SO Plan	<p>SO 265- Plan of Topographical Data Cairnhill S.D. [Feb 1882]</p> <p>SO 266- Plan of Trigonometrical Data Cairnhill S.D. [Feb 1882]</p> <p>SO 574- Plan of Galloway Runs parts of 565,566.568 &amp; 569 [Oct 1917]</p> <p>SO 575- Plan of Galloway Runs parts of 565, 565A &amp; 566 [Oct 1917]</p> <p>SO 576- Plan of Galloway Runs 570 &amp; parts of 566 to 569.</p> <p>SO 577- Plan of Galloway Runs parts of 565, 565A, 566,567 &amp; 569 [April 1917]</p> <p>SO 578- Plan of Galloway Runs part of 567 and 569 [Oct 1917]</p> <p>SO 579- Plan of Galloway Runs parts of 565 &amp; 566 [Oct 1917]</p> <p>SO 580- Plan of Manorburn Watershed showing Water Races [not dated]</p> <p>SO 2406- Plan of Topographical Data Cairnside &amp; Manor S.D's [Jan 1882]</p> <p>SO 3498- Plan of Section 2, Block IV, Cairnhill S.D. [April 1883]</p> <p>SO 3559- Plan for mining purposes Section 1, Blk VIII and Sections 1-2, Block IX, Cairnhill S.D. [Nov 1909]</p> <p>SO 3569- Plan of Sections 3,4,5,6 &amp; 7 Blk IV, Cairnhill S.D. [July 1917]</p> <p>SO 3570- Plan of Sections 9,10,11 &amp; 12, Block IV, Cairnhill S.D.</p>

	<p>SO 10028- Plan of Road to be closed in Cairnhill S.D. [Sept 1917] in the matter of the Public Works Act 1908, Sec 103 &amp; Sec 133</p> <p>SO 10051- Plan of Road to be proclaimed Block IV, Cairnhill S.D. [Jan 1931]</p> <p>SO 11768- Plan of Land to be taken for Rabbit Board Housing being part Section 12, Block VI, Cairnhill S.D. [May 1953]</p> <p>SO 17871- Plan of photo control in Block VI &amp; VII Manor SD. [April 1975].</p> <p>SO 24035- Plan of Survey Information only in Block IV Cairnhill S.D. [Dec 1978]</p> <p>SO 24757- Plan of Sections 1 and 2 SO 24757 being a subdivision of part Run 569 situated in Block VII Cairnhill S.D. [October 1997]</p> <p>SO 24593-plan of covenant over Run 566 shown as area “A” on SO 24593. [March 1997]</p> <p>DP 16213- Plan of Lots 1-4 DP 16213 being a subdivision of part Section 12 &amp; R.O.W. over part Section 12 and Drainage right over Run 566. [April 1976]</p>
<b>Relevant Gazette Notices</b>	<ul style="list-style-type: none"> <li>• Road shown on SO 10028 to be closed, declared Govt. Roads by Gazette 1917 page 4347, closed by Gazette 1917 page 4488 and declared Crown Land by Gazette 1918 page 11.</li> <li>• Land declared Road being an area coloured red on SO 10051 by Gazette 1913 page 552.</li> <li>• Area coloured yellow on SO 11768 taken for housing purposes by Gazette 1954 page 666.</li> </ul>
<b>CT Ref / Lease Ref</b>	<p>CL 386/92          Transfer 495661          Doc 918956 -Caveat against part of the pastoral lease by Minister of Conservation.</p>
<b>Plan Index</b>	<p>Run 566 for Cairnside, Cairnhill, Long Valley Survey Districts and section 4 Block IV, Cairnhill Survey District.          Copies attached</p>

Legalisation Cards	SO 574, SO 575, SO 577, SO 17871, SO 24035, SO 24757
CLR	Run 566, Section 4, Block IV, Cairnhill Survey District. Supports Pastoral Status
Allocation Maps (if applicable)	LIPS, Other SOEs maps & DOC allocation plans searched no allocations found
VNZ Ref - if known	28471 13500 & 28462 23500
Crown Grant Maps	Nothing found
If Subject land Marginal Strip: a) Type [Sec 24(9) or Sec 58]  b) Date Created  c) Plan Reference	a) Section 129 of the Land Act 1924 1) Reserves around the Manorburn & Greenland Reservoirs. This reserve is 2 Chains wide. [40.23 metres] 2) Along the Manorburn.  b) 17/6/1932  c) SO 574 SO 575 SO 577

<b>LAND STATUS REPORT for Little Valley Tenure</b> <small>“RELEASED UNDER THE OFFICIAL INFORMATION ACT”</small> <b>Review</b>		LIPS Ref 12594
Property	1	of 1

**Research – continued**

If Crown land – Check Irrigation Maps.	Searched nothing found
Mining Maps	Search noting found
If Road a) Is it created on a Block Plan – Section 43(1)(d) Transit NZ Act 1989  b) By Proc	a) Roads created on a block plan – section 43(1)(d) Transit NZ Act 1989 SO 577  b) Gazette Ref
Other Relevant Information a) Concessions – Advice from DOC  b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998  c) Mineral Ownership  d) Other Info	a) The Department of Conservation has advised that it is not aware of any concessions on this property. Also no information was found on the available files to support the existence of any concession.  b)  c) Either <input type="checkbox"/> 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 1848 Kemp Purchase.  <input type="checkbox"/> <del>Contained in [provide evidence].</del>  d)