

Crown Pastoral Land Tenure Review

Lease name : *CARRICK*

Lease number : PO 357

Substantive Proposal - Part 4

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

May 12

Appendix 13: Form of Public Access and Management Purposes Easement a-b-c, b-d, g-h-i, f-j-k-h and l-m to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

--

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

--	--	--	--

Transferor Surnames must be underlined

<p><u>COMMISSIONER OF CROWN LANDS</u>, acting pursuant to section 80 of the Crown Pastoral Land Act 1998</p>

Transferee Surnames must be underlined

<p><u>HER MAJESTY THE QUEEN</u>, acting by and through the Minister of Conservation</p>
--

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

<p>Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).</p>
--

<p>The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the day of</p>
--

Operative Clause.

<p>For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.</p>
--

<p>Dated this day of</p>

Attestation

<p>Signed by acting under written delegation from the Commissioner of Crown Lands</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p style="text-align: right;">(continued on page 4 of Annexure Schedule)</p> <p>Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i></p> <p>Witness name Occupation Address</p>
<p>Signature, or common seal of Transferor</p>	

Certified correct for the purposes of the Land Transfer Act 1952

--

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:

1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked [a-b-c, b-d, g-h-i, f-j, k-h, l-m on designations plan] and 100 metres wide which is marked (j-k on the designations plan) "[]" on Deposited Plan/S.O. Plan No [].

1.2 "Management Purposes" means:

- the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
- The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.

1.3 "Servient Land" means the land owned by the Transferor and described on page 1.

1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.

1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

2. The Transferee has the right:

2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.

2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.

3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negated.

Term

6. The easement created by this transfer is to be in perpetuity.

Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President of the local branch of the New Zealand Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
 - (a) be hand delivered to the receiving party; or
 - (b) be sent by ordinary post to the receiving party;
 - (c) be sent by facsimile to the receiving party.
- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

OTACO-37213 - Easement in Gross Temp
docDM-613677 - Carrick Easement a-b-c, b-d, etc 14-01-11

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 10.1 The Transferor is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.
- 10.2 The Transferee to take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.
- 10.3 The public have the right to use the easement with guns and dogs, subject to holding a hunting permit for the adjoining Conservation Area.
- 10.4 For the following conditions, the transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
- 10.4.1 The Transferee has the right:
- (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain stiles.
 - (c) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
 - (d) To clear, form and maintain any track or path.
 - (e) To use whatever reasonable means of access as the Transferee thinks fit over the Easement Area to carry out the works in clause 10.4.1.
- 10.5 If gates are locked by the Transferor (*at any of points 'f', 'g', and 'l' as shown on the designations plan*), the Transferee will make such keys available to the public on request, to provide for horse access. Two copies of any key will be given by the Transferor to the local Department of Conservation office for provision to the public in accordance with this clause, and also for management purposes access in accordance with 2.2.

Continuation of "Attestation"

Signed for and on behalf of)
Her Majesty the Queen by)
under a written delegation in the)
presence of:)

Witness (Signature)

Name _____

Address _____

Occupation _____

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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

Appendix 14: Form of Public Access and Management Purposes Easement n-o to be Created

**TRANSFER GRANT OF
EASEMENT IN GROSS**

1. Public Access
2. Access for Management Purposes

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER

Land Transfer Act 1952

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

Land Registration District

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

--	--	--	--

Transferor Surnames must be underlined

<p><u>COMMISSIONER OF CROWN LANDS</u>, acting pursuant to section 80 of the Crown Pastoral Land Act 1998</p>

Transferee Surnames must be underlined

<p><u>HER MAJESTY THE QUEEN</u>, acting by and through the Minister of Conservation</p>
--

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

<p>Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).</p>
--

<p>The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the _____ day of _____</p>

Operative Clause

<p>For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.</p>

<p>Dated this _____ day of _____</p>

Attestation

<p>Signed by acting under written delegation from the Commissioner of Crown Lands</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p style="text-align: right;">(continued on page 4 of Annexure Schedule)</p> <p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name Occupation Address</p>
<p>Signature, or common seal of Transferor</p>	

Certified correct for the purposes of the Land Transfer Act 1952

--

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

Dated

Page

of

Pages

Definitions

1. In this transfer unless the context otherwise requires:
 - 1.1 "Easement Area" means that part of the Servient Land being 20 metres wide which is marked ["n-o" on designations plan] "[]" on Deposited Plan/S.O. Plan No [].
 - 1.2 "Management Purposes" means:
 - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
 - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
 - 1.3 "Servient Land" means the land owned by the Transferor and described on page 1.
 - 1.4 "Transferee" means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee's tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee's tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
 - 1.5 "Transferor" means the owner of the Servient Land described on page 1 and includes the Transferor's tenants and invitees.

Standard Easement Terms

Access

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 - 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
 - 2.2 To pass and re-pass at any time over and along the Easement on foot, on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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docDM-688031 - Carrick Easement o - n

23-12-10

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society
REF:4135

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[Empty box for Land Registration District]

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

[Empty box for Certificate of Title No.]	[Empty box for All or Part?]	[Empty box for Area and legal description]
--	------------------------------	--

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Attestation

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness	(continued on page 4 of Annexure Schedule)
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address	
Signature, or common seal of Transferor		

Certified correct for the purposes of the Land Transfer Act 1952

[Empty box for Solicitor for the Transferee]

Approved by Register-General of Land under No. 1995/5003
Annexure Schedule

Insert below
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 - 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
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OTACO-37213 - Easement in Gross Temp
docDM-613674 - Carrick Easement e-f 28-10-10

4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 are expressly negatived.

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6. The easement created by this transfer is to be in perpetuity.

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- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
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- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

Special Easement Terms

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.

- 10.1 The transferee is under no obligation to maintain the Easement Area to any standard other than that which is necessary for his own purposes.
- 10.2 The cost of maintenance carried out on the road will be borne by the transferee.
- 10.3 The public have the right to use the easement with guns and dogs, subject to holding a hunting permit for adjoining Conservation Areas or Reserves.
- 10.4 For the following conditions, the transferee is defined as the Director-General of Conservation's tenants, agents, contractors, and invitees; and any employee or contractor, only.
 - 10.4.1 The Transferee has the right:
 - (a) To mark the Easement Area as appropriate.
 - (b) To erect and maintain stiles.
 - (c) To erect and maintain signs informing the public
 - (i) of the location of land managed by the Crown and available for public access and recreation; and
 - (ii) of their rights and responsibilities in relation to the Easement Area.
- 10.5 In doing any of the matters specified in clause 2.2, the Transferee must take reasonable and proper care not to damage any property of the Transferor and must properly repair any such damage.
- 10.6 In addition to clause 7 above, the Transferee (not being a member of the Public) may close the Easement Area to public motorised vehicle access during winter months, or when in the reasonable opinion of the Transferee it is considered necessary if ground conditions may render the Easement Area prone to damage.
- 10.7 The Transferee to take all reasonable care to avoid damage to the soil and vegetation of the Easement Area.

Continuation of "Attestation"

Signed for and on behalf of)
 Her Majesty the Queen by)
 under a written delegation in the)
 presence of:)

 Witness (Signature)

Name _____

Address _____

Occupation _____

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

Land Transfer Act 1952

Law Firm Acting

Conservancy Solicitor
Department of Conservation
Dunedin

Auckland District Law Society
REF:4135

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Crown Minerals Act 1991
(Section 25)

Minerals Exploration Permit 50019

I, CHRISTOPHER ERNEST KILBY, Group Manager, Crown Minerals, acting pursuant to section 25 of the Crown Minerals Act 1991 and acting pursuant to delegated authority under section 41 of the State Sector Act 1988, grant to:

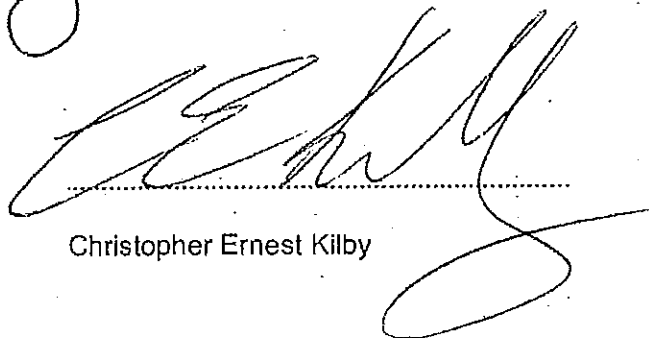
PROPHECY MINING LIMITED

the exclusive right to explore for gold, tungsten and antimony in the land described in Schedule 2.

This exploration permit is granted for a term of 5 years commencing on the date specified below.

This permit is granted subject to the Crown Minerals Act 1991 and all regulations made under that Act, and the conditions of the permit.

DATED this 13 day of May 2009



.....

Christopher Ernest Kilby

Schedule 1

General Conditions

GOOD EXPLORATION AND MINING PRACTICE

- 1 The permit holder shall make all reasonable efforts to explore and delineate the mineral resource potential of the land to which the permit relates in a systematic and efficient manner and in accordance with this permit and good exploration and mining practice.

COMPLIANCE AND CONSENTS

- 2 In carrying out activities under this permit, the permit holder must:
 - (a) comply with the Crown Minerals Act 1991 and all other relevant legislative requirements; and
 - (b) obtain any consents and approvals required under the Resource Management Act 1991 and any other Acts.

WORK PROGRAMME COMMITMENTS

- 3 Where the permit holder is required to commit to work pursuant to the permit, the permit holder must establish to the satisfaction of the Chief Executive of the Ministry of Economic Development ("Secretary") that the permit holder can fulfil that commitment.
- 4 The permit holder shall make all reasonable attempts to undertake the work programme in accordance with this permit.

SUBCONTRACTING

- 5 The permit holder is not discharged from any obligation arising under this permit by contracting a third party to perform the relevant obligation.

FEES

- 6 The permit holder shall pay annual fees and any other applicable fees relating to this permit, in accordance with the relevant regulations.

REPORTING

- 7 The permit holder shall submit reports to the Secretary in accordance with the relevant regulations.

Schedule 2



The Land to Which the Permit Relates

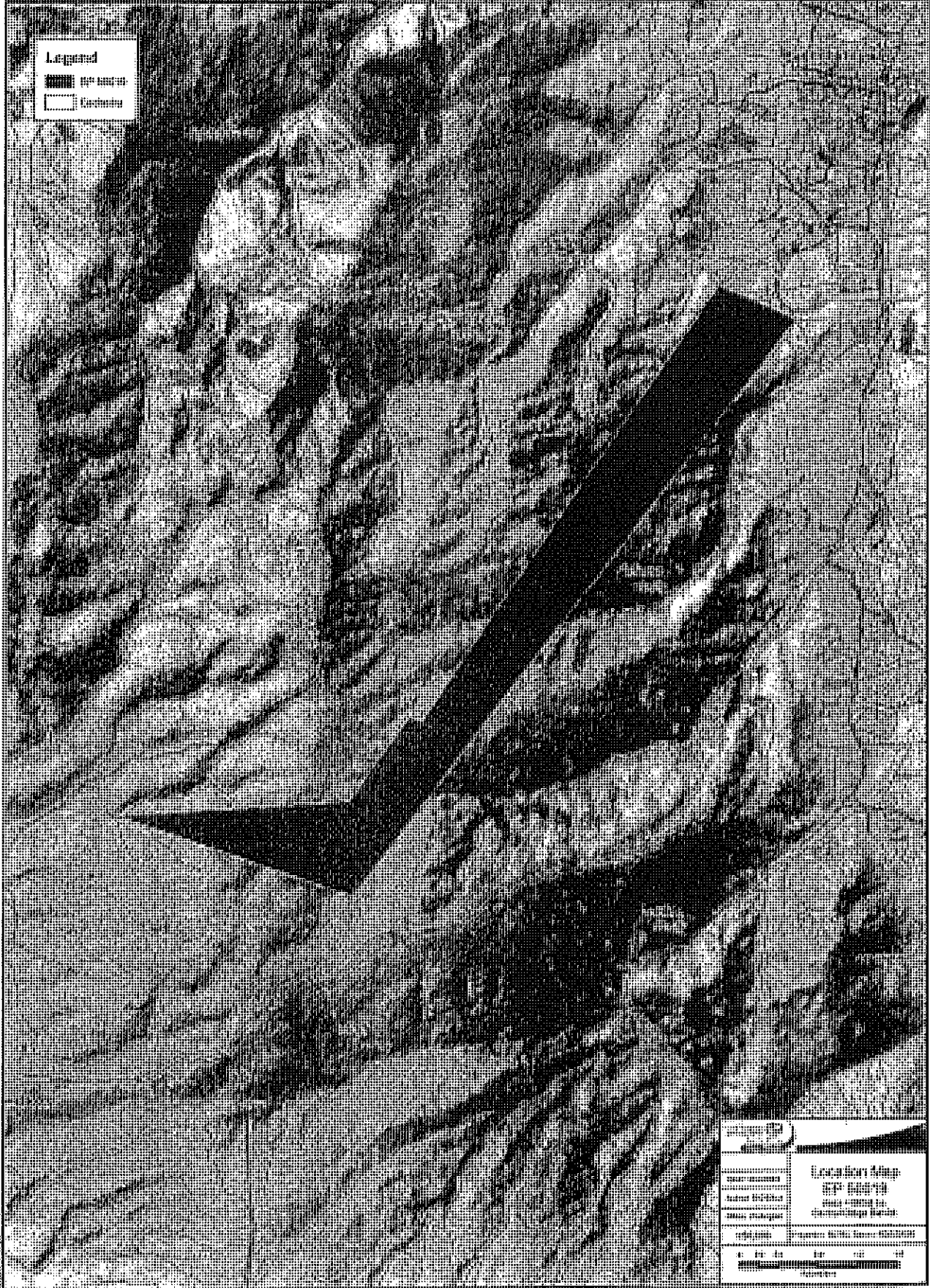
Land Area: 560.6 hectares
Regional Council: Otago
Territorial Authority: Central Otago District Council

Description of Land Area:

All that area of land as shown on the attached map and more particularly identified in the spatial database held by the Secretary.

Legend

-  EP 50019
-  Existing



EP 50019	
<p>..... </p>	
<p>Mapa 50019 Mapa 50019 Mapa 50019</p>	
<p>..... </p>	
<p>Programa Nacional de Desenvolvimento</p>	
<p>..... </p>	

Schedule 3

Work Programme

- 1 Within 12 months of the commencement date of the permit, the permit holder shall (to the satisfaction of the Secretary):
 - (a) commence a programme of geological mapping;
 - (b) commence a programme of geochemical sampling;
 - (c) provide the Secretary with a report detailing the work completed, including the submission of digital data, on this phase of exploration; and
 - (d) either
 - (i) commit to the work programme detailed in 2. below and provide evidence, to the satisfaction of the Secretary, of sufficient available funds to carry out the work programme detailed in 2. below; or
 - (ii) surrender the permit.

- 2 Within 36 months of the commencement date of the permit, the permit holder shall (to the satisfaction of the Secretary):
 - (a) complete a programme of geophysical surveying;
 - (b) complete a programme of geological mapping;
 - (c) complete a programme of drilling for a minimum of 500m or other such programme as agreed by the Secretary;
 - (d) construct a geological database and model;
 - (e) provide the Secretary with a report detailing all new work completed, including the submission of digital data, on this phase of exploration; and
 - (f) either
 - (i) commit to the work programme detailed in 3. below and provide evidence, to the satisfaction of the Secretary, of sufficient available funds to carry out the work programme detailed in 3. below; or
 - (ii) surrender the permit.

- 3 Within 60 months of the commencement date of the permit, the permit holder shall (to the satisfaction of the Secretary):
 - (a) complete a programme of additional drilling as approved by the Secretary;

- (b) update the geological database and model;
- (c) commence mine scoping studies;
- (d) provide the Secretary with a report detailing all new work completed, including the submission of digital data, on this phase of exploration.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 17: Copy of registered Minerals Exploration Permit, No 40536 in favour of Prophecy Mining Ltd, registered No. 5273979.1

**DUNEDIN
LAND REGISTRY OFFICE**

**EXPLORATION PERMIT 40 536
CROWN MINERALS ACT 1991**



PERMIT HOLDER: Prophecy Mining Limited
541 Parnell Road
Parnell
AUCKLAND

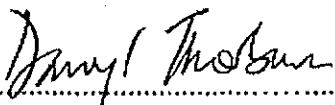
NOW THEREFORE: I, DARRYL FOSTER THORBURN, Group Manager Crown Minerals, acting under delegated authorities of 4 November 1997 and 3 April 2002, do

HEREBY GRANT to the Permit Holder an exploration permit for the duration of 5 years commencing on the date hereof

WHICH HEREBY gives the exclusive rights to explore for gold in the land described in the First Schedule and delineated on the plan attached hereto

UPON THE CONDITIONS specified in the Second Schedule hereto and subject to the Crown Minerals Act 1991 and any regulations made thereunder.

DATED AT Wellington this 28 day of June 2002

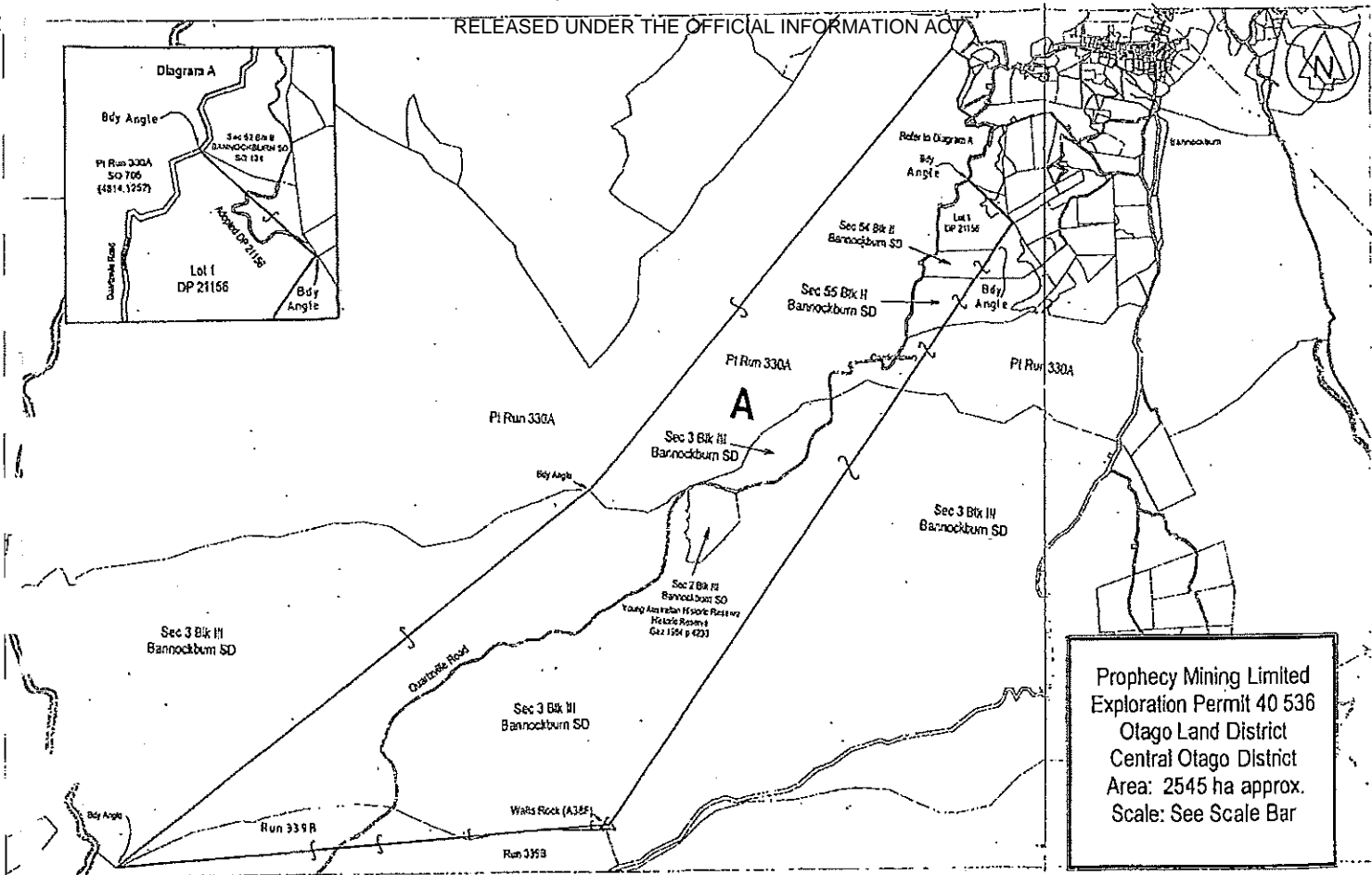
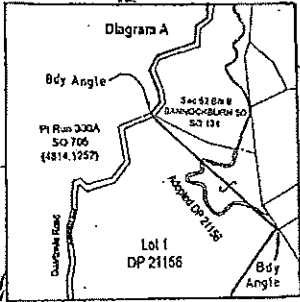

.....
Group Manager Crown Minerals

EXPLORATION PERMIT 40 536**PROPHECY MINING LIMITED****AREA:** 2545 ha approx**LAND DISTRICT:** Otago**LOCAL AUTHORITY:** Central Otago District**LEGAL DESCRIPTION OF PERMIT AREA:**

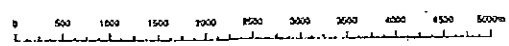
All that area of land containing 2545 hectares approximately being located in Otago Land District, the Central Otago District and situated in Blocks II and III Bannockburn Survey District, Blocks I and IV Nevis Survey District and Block II Cromwell Survey District as shown marked A on the attached plan.

INSTRUMENT OF TITLE REFERENCES:

	LEGAL DESCRIPTION	INSTRUMENT OF TITLE	MINERAL OWNERSHIP FOR NON STATUTE MINERALS
1	Part Run 330 A	RB A2/1218 [Lease] (Part)	N/A
2	Part Sec 3 Blk III Bannockburn SD	RB 338/81 [Lease] (Part)	N/A
3	Part Run 339B	RB 386/130 [Lease] (Part)	N/A
4	Section 2 Block III Bannockburn Survey District	NZ Gazette 1984 p4230 Young Australian Historic Reserve	N/A
5	Part Lot 1 DP 21156	CT 18A/430 (Part)	N/A
6	Part Section 54 Block II Bannockburn SD	CT 12A/1101 (Part)	N/A
7	Part Section 55 Block II Bannockburn SD	CT 13C/784 (Part)	N/A
8	Legal Roads	Crown Grant	N/A



Prophecy Mining Limited
 Exploration Permit 40 536
 Otago Land District
 Central Otago District
 Area: 2545 ha approx.
 Scale: See Scale Bar



**SECOND SCHEDULE
CONDITIONS OF EXPLORATION PERMIT 40 536**

Work Programme

1. The permit holder shall make all reasonable efforts, to the satisfaction of the Chief Executive of the Ministry of Economic Development, to explore the permit area in accordance with good exploration practice, so as to clearly define the potential of the mineral resource to which this permit applies.
2. The permit holder make all reasonable efforts, to the satisfaction of the Chief Executive of the Ministry of Economic Development, to carry out the following minimum work programme;
 - (a) Within 2 years of the commencement date of the permit:
 - i Complete a programme of geological mapping;
 - ii Carry out additional exploration work, including geochemical sampling, to locate new drill targets;
 - iii Commence a programme of diamond drilling and/or RC drilling to test existing and any new targets; and
 - iv Make a commitment by notice in writing to the Chief Executive of the Ministry of Economic Development to complete the work detailed in condition 2(b) below.
 - (b) Within 5 years of the commencement date of the permit:
 - i Complete a programme of diamond and/or RC percussion drilling; and
 - ii Calculate a resource estimate based on drilling undertaken.
3. In accordance with Section 38 of the Crown Minerals Act 1991, clauses 2(a)ii and 2(b)i must be completed to the satisfaction of the Chief Executive for substantial compliance with the work programme to have been achieved.

Reports

4. The permit holder shall report in accordance with the prescribed regulations.

Fees

5. The permit holder shall pay any prescribed fees that apply to this permit.

THE CROWN MINERALS ACT 1991

EXPLORATION PERMIT No. 40 536

Group Manager Crown Minerals

TO

Prophecy Mining Limited

Area: 2,545 hectares

MEMORIALS

Particulars entered in the Register shown in
the First Schedule herein on the date and at the
time stamped below.

.....
District/Asst Land Registrar

Registry Office Use Only

Appendix 18: Copy of registered Certificate pursuant to section 417(2) of the Resource Management Act 1991 in favour of Edgar Parcell and Ann Christine Parcell, registered No. 920179



ORC FILE 96187, MC030

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

o06

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

Edgar Parcell And Ann Christine Parcell
Bannockburn, R D 2, Cromwell
C/o Checketts McKay, P O Box 184, Cromwell

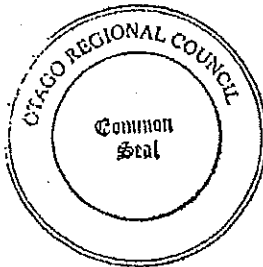
being registered as holder of Licences for a Water Races Nos. 2841 and 3029, Cromwell Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences), to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a three-metre strip on each side, to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

M E Weaver
Manager Resource Administration

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

R W Scott
Director Corporate Services

Common Seal



M L Rosson
Chairperson

LK1.PASL2AC417PARC.DOC

22/10/96

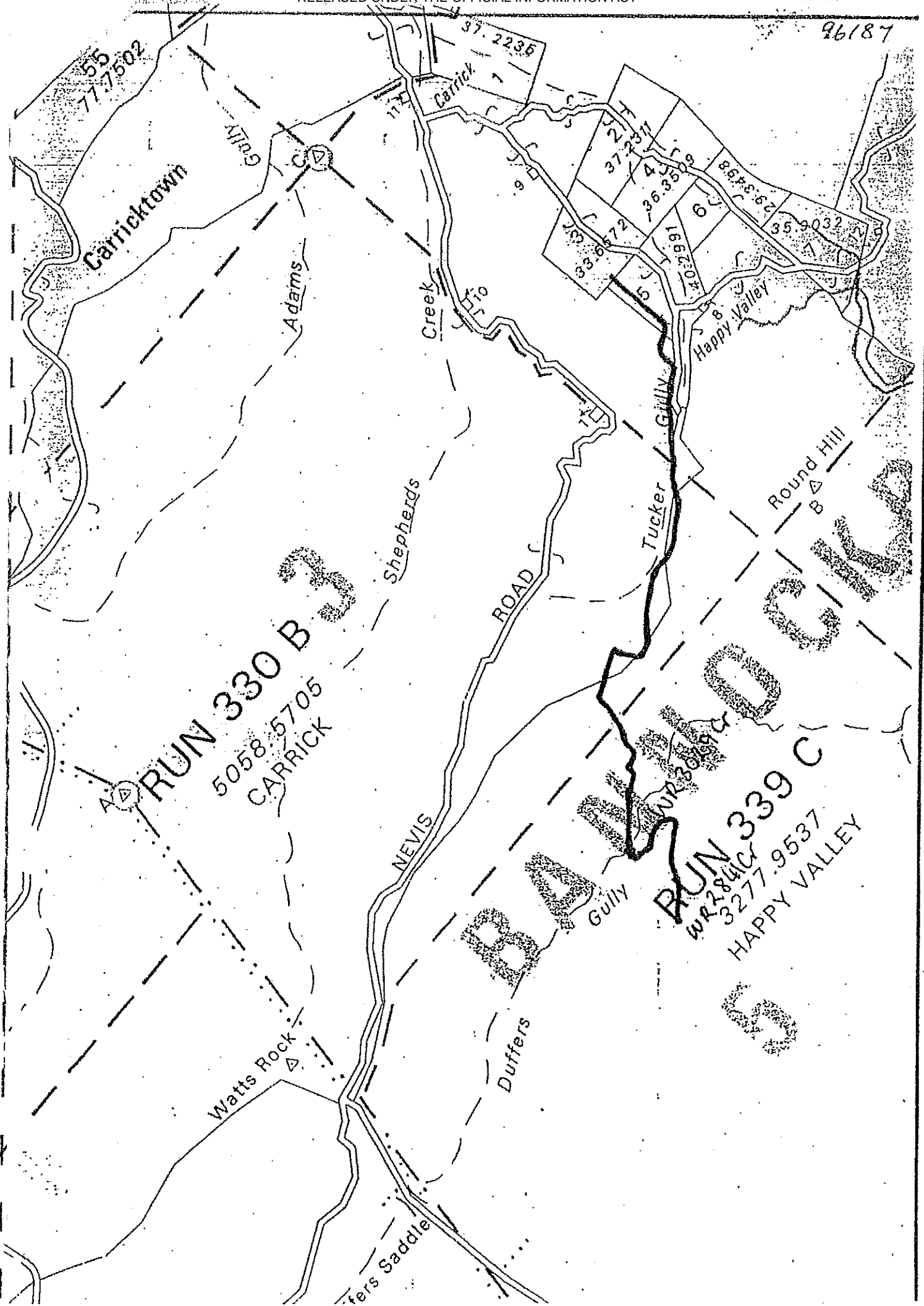


ORC FILE 96187, MC030

SCHEDULE

Land Affected	Title Reference	
Run 339C Bannockburn and Nevis Survey Districts	338/40 Henderson	3277.9537 hectares
Section 27, 28, 30, 31 & 34 Block III Nevis Survey District		
Run 339E, Nevis, Lorne & Lornside Survey Districts and	338/81 Clark	9250.0534 hectares
Run 330B Nevis and Bannockburn Survey Districts <i>Section 1 Blk 3 Sections 9, 10 & 11 Blk 1 Bannockburn Survey District and section 3 Blk 3 Nevis Survey District</i> LKL.P:ASL2\0417\PARC.DOC		

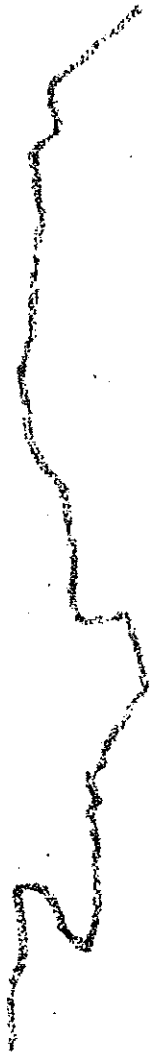
96187



RUN 330 B
 5058 5705
 CARRICK

RUN 339 C
 3277 9537
 HAPPY VALLEY

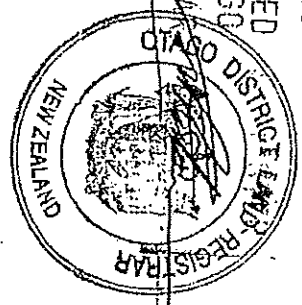
BANK & CO



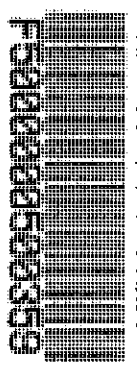
9.05 20.NOV96 920179

PARTICULARS
LAND REVENUE
ASST. LAND REGISTRAR

338/4
338/81



RECALL FILE LABEL



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 19: Copy of registered Certificate pursuant to section 417(2) of the Resource Management Act 1991 in favour of Kawarau Station, registered No. 5030234.1

C417 5930234.1 CERTIFICATE SPEC1
CPY-01/01.P63-003.20/03/01.14:25



DocID: 110187821



ORC FILE 99308, MC030

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

oOo

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

Kawarau Station
C/- Richard John Anderson
RD2
Cromwell

being registered as holder of Licences for a Water Race Numbers WR1725, BR3330, DR5397, DR6320 and BR8108, Cromwell. Registry of the Warden's Court, are entitled to cut, construct, and maintain a race, to use as a race a natural channel (but only where that channel has been so used under the licences); to occupy (but only for the purposes of the construction, maintenance, and improvement of the race) the land forming the course of the race plus a strip 6.1 metres wide (20 feet) along the entire length of the race, and measured either wholly on one side of its course or partly on one side and partly on the other, so that the total on both sides does not exceed 6.1 metres; to deposit within those strips any material removed from the race in the course of maintaining and improving it, and to convey water in the race, across the lands described in the Schedule, as indicated on the attached diagram.

NB: DR6320 are a set of conditions that relate to the use of DR5397 on sections 2, 4 and 6, Block IV, Bannockburn SD. These are included in a copy of the licence appended to this certificate.

The Common Seal of the
Otago Regional Council



M E Weaver
M E Weaver
Manager Resource Administration

R W Scott
R W Scott
Director Corporate Services

M L Rosson
M L Rosson
Chairperson

dated this 23 day of June, 2000



**LAND SCHEDULE FOR SECTION 417 CERTIFICATE -
KAWARAU STATION**

	Legal Description:	CT Number:	Regd Proprietor:
A	Run 330B Blk IV now known as Blk 3 Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
B	Sec 15 Blk IV Bannockburn SD	338/81	Donald William & Marion Isabelle Clarke
C	Sec 2 Blk IV Bannockburn SD	14B/95	Edgar Parcell
D	Sec 4 Blk IV Bannockburn SD	14C/1128	Gail Elizabeth De Jong & Christopher Johannes De Jong
E, H	Sec 6 Blk IV Bannockburn SD	14C/502	Edgar Parcell
F, L	Run 399C Blk VI	338/40	Duncan George & Rae Henderson
I, J	Sec 7 Blk IV Bannockburn SD	11D/778	Duncan George & Rae Henderson
K	Pt Run 339D Blk IV	338/70	Julie Ann Jopp, Peter Redmond McConnell, Phillip Andrew Stephen McElroy, Ronald Iverson, George McElroy
N	Pt Run 330A	A2/1218	Kawarau Station Limited
	Reserve Hawksburn Road in Section 7		Central Otago District Council
	Reserve Hawksburn Road between Section 15 & Run 330B		Central Otago District Council
	Reserve Nevis Road in Run 330B		Central Otago District Council
	Crosses under WR2832Cr in Run 339D		WR2832Cr is held by Duncan George & Rae Henderson

ricktown

Pt Run 330A
SO 795
4814.1252
28441/11300

Pt Run 330A
SO 795
4814.1252
28441/11300

Sec 15 Bk IV
BANNOCKBURN S
SO 21788
685.0000
28441/12900

Pt Run 330B
(NOW KNOWN AS
SEC 3 Bk 3
BANNOCKBURN S.D.)

Sec 15 Bk IV
BANNOCKBURN S
SO 21788
685.0000
28441/12900

Sec 15 Bk IV
BANNOCKBURN S
SO 21788
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28441/12900

Sec 15 Bk IV
BANNOCKBURN S
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Sec 15 Bk IV
BANNOCKBURN S
SO 21788
685.0000
28441/12900

Run 339C

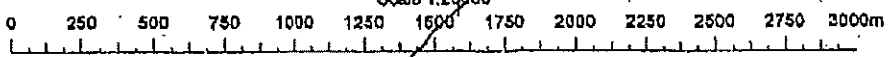
Sec 7
Bk IV

Pt Run 339D

Pt Run 339C

WR1725CV

Scale 1:25000



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 20: Copy of an unregistered Deemed Permit pursuant to sections 413-417 of the Resource Management Act 1991 in favour of Carrick Irrigation Company Ltd, in consent 2002.449

Consent No: 2002.449

DEEMED PERMIT

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

Name: Carrick Irrigation Company Limited

Address: 283 Bannockburn Road, Cromwell

to take and use up to 146,707 cubic metres per month at a maximum rate of up to 203.6 cubic metres per hour of water from Adams Gully

for the purpose of irrigation and stockwater supply.

for a term expiring 1 October 2021

Location of Point of Take: From Adams Gully at a point approximately 4 kilometres upstream of where Adams Gully flows under Bannockburn Road.

Legal description of land at the point of take: Section 3 Block III Bannockburn Survey District.

Map reference: NZMS 260 F42:050-567

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a renewal of water race licence 1727 which was granted in the Cromwell Wardens court on 26 July 1879.

Conditions

1. That the abstraction authorised by this permit shall not exceed:
 - a) 203.6 cubic metres per hour
 - b) 34,231 cubic metres per week
 - c) 146,707 cubic metres per month
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Note:

1. Priorities:

Deemed Permits which can exercise priority over this permit: Nil

Deemed Permits over which this permit can exercise priority: Nil

2. That all single domestic and stock water users have right to water before any other user, including mining privilege holders.

Issued at Dunedin this 20th day of September 2002

Marian Weaver
Manager Consents
J. C. Gillies & Co. (Auckland) Ltd.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Appendix 21: Copy of an unregistered Deemed Permit pursuant to sections 413-417 of the Resource Management Act 1991 in favour of D W and M I Clark, in consent 99405

Consent No: 99405

DEEMED PERMIT

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

Name: Donald William & Marion Isabelle Clark

Address: Bannockburn R.D.2, Cromwell

to take up to 400,000 litres per hour of water from Shepherds Creek, Bannockburn

for the purpose of irrigation and stockwater

for a term expiring 1 October 2021

Location: Shepherds Creek, Bannockburn

Legal description of land adjacent to consent location: Run 330B Block III Lindis Survey District.

Map reference: NZMS 260: F42: 061558

This document is a deemed permit within the meaning of Section 413-417 of the Resource Management Act 1991. It is a replacement of water right 3651 which was granted in substitution of water race license 1914Cr, which was granted in the Cromwell Registry of the Wardens Court on 25 August 1873. The water race licence 1914Cr was later assigned a split priority such that a take of 75,000 litres per hour has 1st priority in the Shepherds Creek catchment with a priority date of 25 August 1873 and the remaining 325,000 litres per hour has 3rd priority with a priority date of 10 July 1883.

Conditions

1. That the amount of water taken under this right shall not exceed 400,000 litres per hour.
2. Appended is a schedule of provisions from the former Water and Soil Conservation Amendment Act 1971 that may apply to this deemed permit.

Note:

1. Priorities:
 - (a) For the part of this permit to take 75,000 litres per hour with a priority date of 25.05.1873Permits which can exercise priority over this part permit: nil

Permits over which this part permit can exercise priority:

Water Race Licence No.	Priority Date	Volume (litres/hour)	Location	Registered Holders
WR1731Cr	9.07.1883	100,000	Shepherds Creek	CROWN
WR1914Cr	10.07.1883	325,000	Shepherds Creek	D W & M I Clark
WR4932Cr	15.02.1928	100,000	Shepherds Creek	Anderson R J & Company

(b) For the part of this deemed permit to take 325,000 litres per hour with a priority date of 10.07.1883.

Permits which can exercise priority over this part permit:

Water Race Licence No.	Priority Date	Location	Volume (litres/hour)	Registered Holder
WR1914Cr	25.05.1873	75,000	Shepherds Creek	D W & M I Clark
WR1731Cr	9.07.1883	100,000	Shepherds Creek	CROWN

Permits over which this part permit can exercise priority:

Water Race Licence No.	Priority Date	Volume (litres/hour)	Location	Registered Holders
WR4932Cr	15.02.1928	100,000	Shepherds Creek	Anderson R J & Company

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

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

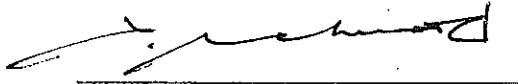
Issued at Dunedin this 14th day of September 1999.

Marian Weaver
Manager Resource Administration
 s p:\s11\clark p.doc

Execution Section

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

SIGNED by Brian John Usherwood pursuant to a delegation from the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:



Anthony Hatch
Witness

Solicitor
Occupation

100 Wadestown Rd
Address Wellington 6012

SIGNED by Donald William Clark in the presence of:





Witness

Occupation **A. B. McKay**
Solicitor

Address **CROMWELL**

SIGNED by Marion Isabelle Clark
in the presence of:

M. I. Clark

Witness

Occupation **A. B. McKay**
Solicitor
CROMWELL

Address