

Crown Pastoral Land Tenure Review

Lease name : BEN NEVIS

Lease number : PO 241

Due diligence report (including status report) - Pt 3

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.

August 04

ATTACHMENT 1:

Recent copy of lease document OT A2/1215



COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier **OTA2/1215**
Land Registration District **Otago**
Date Registered 12 August 1970 12:20 pm

Prior References
OT182/91 OT336/60 OT336/61

Type	Area	Term
Lease under s83 Land Act 1948	14560.7589 hectares more or less	Thirty-three years commencing on the first day of July 1959 and renewed for a further period of 33 years commencing on the 1.7.1992

Legal Description Part Section 1, Section 15 and Section 18
Block I Nevis Survey District, Section 6,
Section 13A, Section 32 and Section 35
Block III Nevis Survey District, Section 16
Block XIII Nevis Survey District, Part Run
345A, Run 345B and Section 36 Block III
Nevis Survey District

Proprietors
Lakeland Heights Limited

Interests

464303 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.8.1976 at 2.26 pm

586242 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 18.11.1982 at 1.54 pm

690798 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 13.11.1987 at 1.58 pm

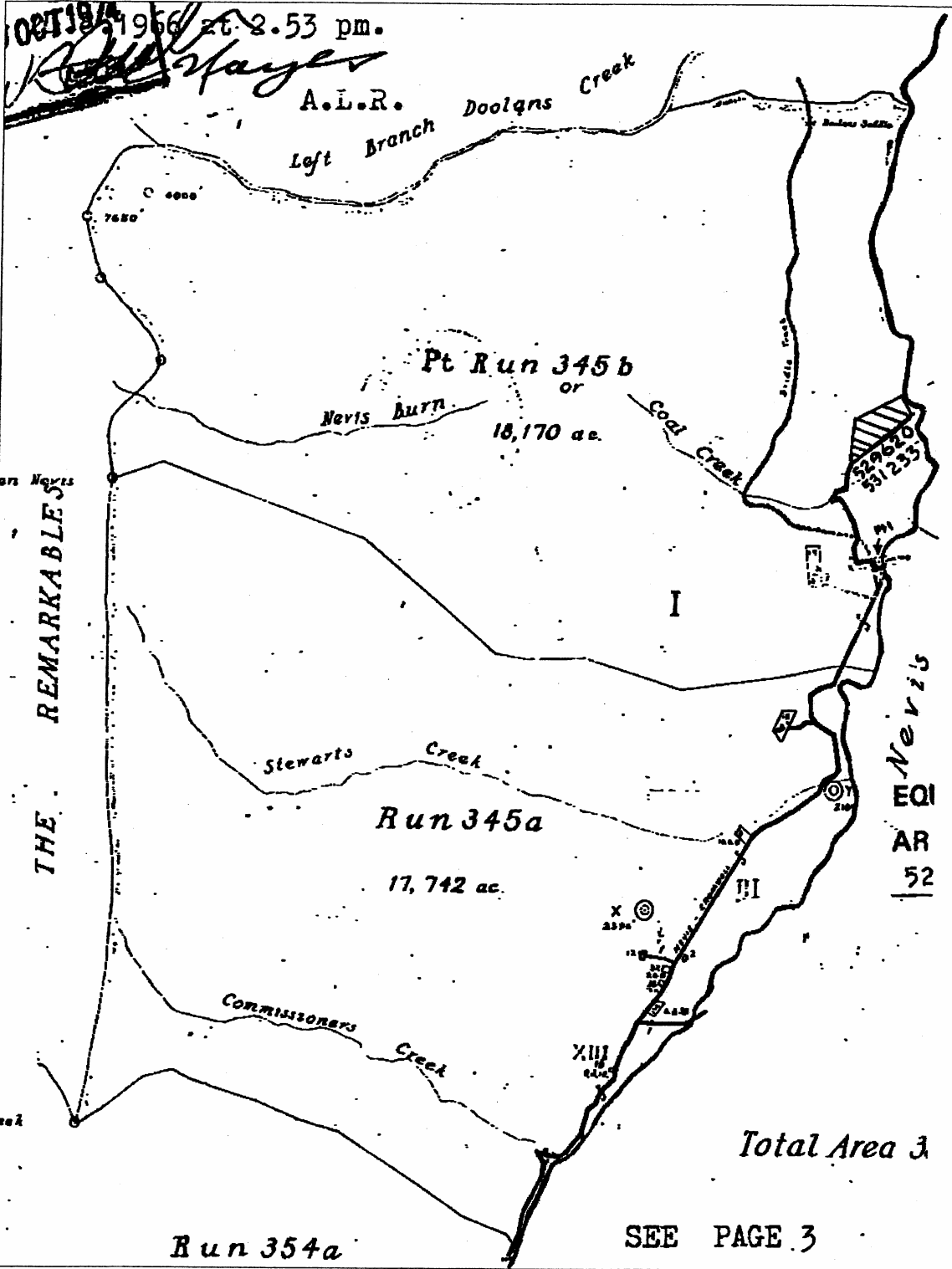
888963 Renewal of Crown Lease renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$5550.00 calculated on a rental value of \$370,000.00 - 15.8.1995 at 9.13 am

Mining Licence embodied in Register OT9D/540 - 22.3.1996 at 9.13 am

937706.7 Variation of the covenants, conditions and restrictions contained in the within Lease - 8.10.1997 at 9.04 am

Identifier

OTA2/1215





COMPUTER INTEREST REGISTER UNDER LAND TRANSFER ACT 1952



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier **OTA2/1215**
Land Registration District **Otago**
Date Registered **12 August 1970 12:20 pm**

Prior References
OT182/91 OT336/60 OT336/61

Type	Lease under s83 Land Act 1948		Term
Area	14560.7589 hectares more or less		Thirty-three years commencing on the first day of July 1959 and renewed for a further period of 33 years commencing on the 1.7.1992

Legal Description Part Section 1, Section 15 and Section 18
Block I Nevis Survey District, Section 6,
Section 13A, Section 32 and Section 35
Block III Nevis Survey District, Section 16
Block XIII Nevis Survey District, Part Run
345A, Run 345B and Section 36 Block III
Nevis Survey District

Original Proprietors
Lakeland Heights Limited

Interests

- 464303 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 20.8.1976 at 2.26 pm
- 586242 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 18.11.1982 at 1.54 pm
- 690798 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 13.11.1987 at 1.58 pm
- 888963 Renewal of Crown Lease renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$5550.00 calculated on a rental value of \$370,000.00 - 15.8.1995 at 9.13 am
- Mining Licence embodied in Register OT9D/540 - 22.3.1996 at 9.13 am
- 937706.7 Variation of the covenants, conditions and restrictions contained in the within Lease - 8.10.1997 at 9.04 am
- 5006478.2 Exploration Permit for the duration of 5 years commencing on 14 March 2000 to Prophecy Mining Limited - 1.8.2000 at 9:48 am
- 5077200.1 Surrender of Exploration Permit 5006478.2 - 30.8.2001 at 9:57 am

For Reference
see File 336 fol. 60
336 61
182 91

NEW ZEALAND
LAND DISTRICT

Entered in the Register-book, Vol. 122 fol. 3

REGISTER
Land Registrar

A2
Folio 1215

Pastoral Lease of Pastoral Land under the Land Act, 1948

PART CANCELLED
PART TAKEN BY GAZETTE
NOTICE

This Deed, made the first day of July 1959, between HIS MAJESTY THE GOVERNOR (who, with his heirs and successors in office, shall be deemed to be the Crown) and THE PASTORAL COMPANY LIMITED a duly incorporated company

one thousand nine hundred and fifty nine
registered office at Dunedin in the Dominion of New Zealand
hereinafter referred to as "the Lessee" of the one part, and THE BEN NEVILL
that, in consideration of the rent hereinafter reserved and on the part of the
conditions and agreements herein contained or implied and on the part of the
lease to be paid, observed, and performed, the Lessee doth hereby demise and
lease unto the Lessee ALL those pieces or parcels of land containing by
admeasurement 35,980
4 rods and 27 perches, a little more or less
situated in the Land District of Otago and being
Part Section 1, Sections 15, 18, Block I, Sections 6, 13A,
32 and 35, Block XII, Section 16, Block XIII, Runs 245A and
345B, Herby Survey District (hereinafter referred to as "the said land"), as the same is more particularly
delineated in the plan drawn hereon and therein coloured red in outline;
together with the rights, easements, and appurtenances thereto belonging. TO
HOLD the said premises intended to be hereby demised unto the Lessee for the
term of thirty-three years, commencing on the first day of July together with
one thousand nine hundred and fifty nine
the period between the date of this lease and the aforesaid first day of
July, one thousand nine hundred and fifty nine.
Yielding and paying therefor during the said term unto the Department of Lands
and Survey, at the Principal Land Office for the said Land District of
Otago the clear annual rent of one hundred and
sixty pounds (£160) payable
without demand by equal half-yearly payments in advance on the 1st day
of January and the 1st day of July in each and every year during the said term.
And also paying in respect of the improvements specified in the Schedule
hereto the sum of (£) (the receipt of which sum is hereby acknowledged) and thereafter
by a deposit of (£) (half-yearly instalments of
pounds (£) on the 1st day of January and
the 1st day of July in each year during the term of the lease.)

FOR DIAGRAM SEE OTHER SHEET

- AND the Lessee doth hereby covenant with the Lessee as follows, that is to say:-
- 1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinafter stated in that behalf; and also will pay and discharge all rates, taxes, assessments, and charges whatsoever that now or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 - 2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 - 3. THAT the Lessee will hold and use the said land bona fide for his own use and benefit and will not transfer, assign, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 - 4. THAT the Lessee will at all times farm the said land diligently and in a husband-like manner according to the rules of good husbandry and will not in any way commit waste.
 - 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all five fowls and hedges, clear and keep clear the said land of all useless weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1928; 1950.
 - 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Act, 1950.
 - 7. THAT the Lessee will clean and clear from weeds and help open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 - 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will use, without the prior written consent of the Commissioner, pit down or remove them or any part of them.
 - 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipts for that premium.
 - 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner's written approval is obtained: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 - 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1946, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 - 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
 - 13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.
 - 14. See back hereof.

- AND it is hereby agreed and declared by and between the Lessee and the Lessee:-
- (a) THAT the Lessee shall have the exclusive right of pasturing over the said land, but shall have no right to the soil.
 - (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to the Lessee together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjoining land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 60 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building or dwelling: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, or building purpose on the said land, but not otherwise.
 - (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 56 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

Vol. A2
Folio 1215

Blks I, III & XIII Nevis S.D.

Vol. **A2** Folio **1215**

CERTIFIED a true copy of C.T. 424/31 except as to colour and scale (Sheet 2 of two sheets - see also Sheet 1) *W. Russell*

REGISTER

314969 Part of run 345A is now known as Section 36 Block III NEVIS DISTRICT. - 9.6.1967 at 2.31 pm *Stebbins*

A.L.R.

304444 Transfer to William Russell Brown of Wanaka Road Cromwell, Farmer and Ray Ella Brown his wife 24.8.1966 at 2.51 pm *W. Russell*

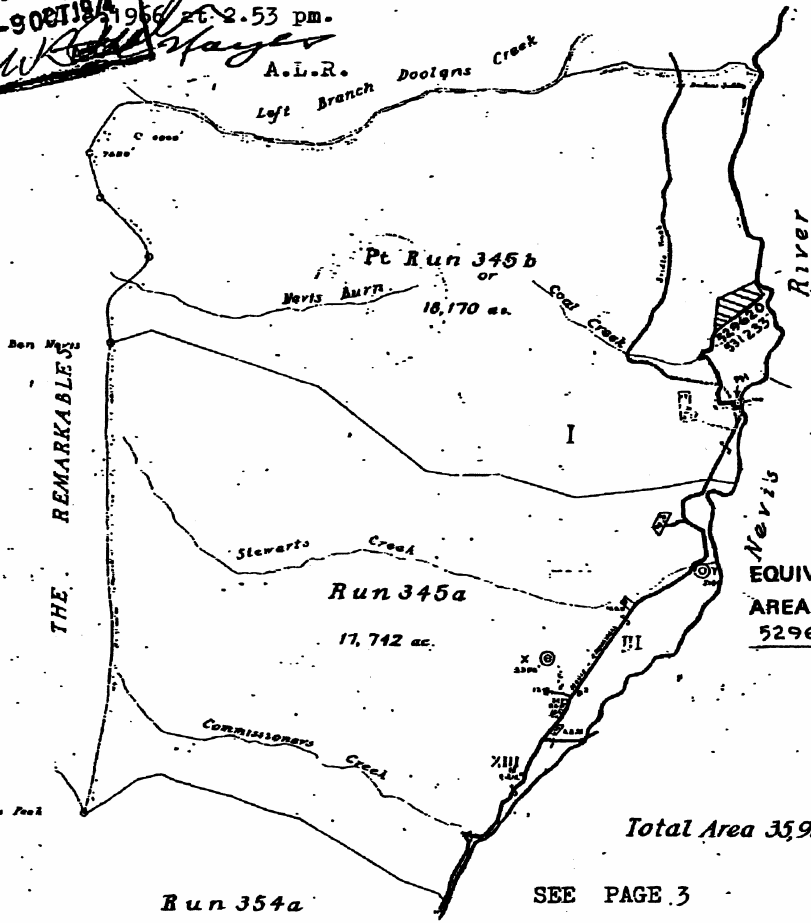
Run 330c

Variation of Mortgage 304446 - 14.8.1973 at 2.00 pm *W. Russell* ALR

304446 Mortgage The Ben Nevis Pastoral Company Limited 2.53 pm. *W. Russell*

DISCHARGED 9.08.1974 *W. Russell*

A.L.R.

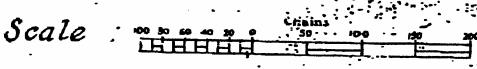


EQUIVALENT METRIC AREA IS 14560.7885 ha 529620 27.9520 ha 14532.8069 ha

Total Area 35980.1.27

SEE PAGE 3

Run 354a



1 cm = 50 chains

Vol. **A2** Folio **1215**

- B 2/12/15*
- (4) THAT the Lessee shall have no right of acquiring the fee-simple of the said land.
- (4) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary,—
- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Sow in grass any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (5) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed sheep on a basis of a ewe of one for a dry sheep and of one and a half for lambing ewes.
- (6) ~~See below.~~
- (7) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied in the authorisation of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 146 of the Land Act, 1948, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (8) THAT these provisions are intended to take effect as a pastoral lease under the Land Act, 1948, and the provisions of the said Act and of the regulations made thereunder applicable to such lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

(3) See below.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Nil

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

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

Witness: _____

Occupation: _____

Address: _____

The Common Seal of The Ben Nevis Pastoral Company Limited was hereunto affixed in the presence of:

Witness: _____

Occupation: _____

Address: _____



[Signature]
Commissioner of Crown Lands.

[Signature]
Lessee.

- (7) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the sheep depastured on the said land consist only of ewethers and do not exceed 6050 in number (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (8) THAT so long as the said land or any part thereof is held by a Company incorporated under the Companies Act 1955 or any earlier enactment then the following provisions shall apply:
- (i) The provisions of Section 69 of the Land Act 1948 shall apply to all transfers and other dispositions of shares in such Company as if such shares were interests in the said land and no share or shares in such Company shall be transferred or otherwise disposed of by any shareholder without the consent of the Land Settlement Board.
 - (ii) The provisions of the Land Act 1948 with regard to residence shall continue to be applicable to this Lease provided however that such provisions shall be deemed to be complied with by such Company only if and when there resides on the said land a person who manages the land on behalf of such Company and who has been approved in writing for the purpose by the Land Settlement Board.
 - (iii) A breach by the Company or by any shareholder of all or any of the provisions or sub-clauses (i) and (ii) hereof shall be deemed to be a breach of the covenants, conditions and restrictions contained in this Lease entitling the Lessor to exercise all or any of the powers conferred upon her by this Lease in such circumstances.

The Clause hereinafore referred to

THAT the Lessee covenants and agrees that if at any time during the continuance of this lease or any renewal thereof the Lessor shall resume any portion or portions of the land included in the lease for the purpose of the creation of a National Park the Lessee shall not be entitled to any compensation or reduction in rental for any loss of grazing or other inconvenience arising from such resumption but not including any loss of substantial improvements.

The Common Seal of the Ben Nevis Pastoral Company Limited was hereunto affixed in the presence of:

[Signature]
Deputy Commissioner of Crown Lands.



[Signature]
Lessee.

CERTIFIED a true copy of C.T. 429/3 except as to colour and scale (Sheet 1 of two sheets - for plan, see Sheet 2)

Variation of Mortgage 304446
14.8.1973 at 2.14 pm

see sheet 2.

A.L.R.

42770 Transfer to Robert William Brown of an Nevis Farmer - 8.7.1974 at 2.36 pm

DISCHARGED
A.L.R.

425621 Mortgage to Cook Allan & Co. Nominees Limited - 8.30.1974 at 2.37pm

DISCHARGE OF MORTGAGE
A.L.R.

430867 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 9.10.1974 at 2.13 pm

A.L.R.

Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Perpetua Exploration Company Proprietary Limited for a term of three years commencing on 10th day of April 1975. - See Vol: 5D Fol: 19.

A.L.R.

Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of Perpetua Exploration Company Proprietary Limited for a term of three years commencing on the 12th day of June 1975. - See VOL 5D FOL 24

OBSOLETE
A.L.R.

447229 Variation of Mortgage 430867 - 24.9.1975 at 3.00 pm

for A.L.R.

453368 Mortgage to Wrightson NFA Limited - 22.10.1973 at 2.50 pm

DISCHARGED
A.L.R.

for A.L.R.

457878 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 30.4.1976 at 2.17 pm

DISCHARGE OF MORTGAGE
A.L.R.

A.L.R.

464303 Agreement under the Soil Conservation and Rivers Control Act 1941 - 20.8.1976 at 2.26 pm

A.L.R.

482662 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 8.8.1977 at 11.00 am

DISCHARGED
A.L.R.

A.L.R.

499044 Compensation Certificate pursuant to Section 10 of the Public Works Amendment Act 1948 - 3.7.1978 at 3.12 am

A.L.R.

529620 Gazette Notice hereby declaring the leasehold estate in Part Section 7 (570m²), Part Run 345B (27,895ha) herei shown hatched black on the diagram hereon, is taken for a gravel pit, from and after 31 January 1980 - 12.2.1980 at 2.04pm

A.L.R.

Mining Licence under the Mining Act 1971 over part of the within land in favour of Colin John Clarke for a term of 10 years from 27 January 1980. See Vol 5D Fol 116

A.L.R.

531233 Corrigendum declaring that the legal description of the lands firstly, thirdly, fourthly and fifthly described in Gazette Notice 529620 should read Part Run 345B - 11.3.1980 at 11.08am

A.L.R.

539624 Variation of Mortgage 430867 - 12.8.1980 at 11.29 am

OBSOLETE
A.L.R.

539624/3 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 12.8.1980 at 11.29 am

DISCHARGE OF MORTGAGE
A.L.R.

559373 Variation of Mortgage 539624/3 - 10.8.1981 at 11.17 am

DISCHARGED
A.L.R.

A.L.R.

564220/2 Mortgage to The National Bank of New Zealand Limited - 10.2.1981 at 10.26am

A.L.R.

573599 Variation of Mortgage 430867 - 14.4.1982 at 10.36 am

OBSOLETE
A.L.R.

575587 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 17.5.1982 at 10.52 am

DISCHARGE OF MORTGAGE
A.L.R.

A.L.R.

580553 Variation of Mortgage 575587 - 5.8.1982 at 10.56 am

A.L.R.

A.L.R.

C.T. A2/1215

4

5 42 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 18.11.1982 at 1.54 pm

690798 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 13.11.1987 at 1.58 pm.

A.L.R.

594202/1 Transfer of a 1/10th share to Sandra Louise Brown of Ben Nevis married woman, Hugh Aaron Radford of Queenstown Farmer, Alastair David Stark of Clyde Chartered Accountant and Roger Norman Macassey of Dunedin Solicitor - 5.5.1983 at 1.32 pm

700614 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of L & M Mining Limited for a term of three years commencing on 12th April 1988 - 20.4.1988 at 9.24 am. See Volume 9D Folio 240

A.L.R.

A.L.R.

594202/2 Variation of Mortgage 430867 - 5.5.1983 at 1.32 pm

702730 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of L & M Mining Limited for a term of two years commencing on 17th May 1988 - 17.5.1988 at 11.30am C.T. 9D/246

A.L.R.

A.L.R.

601654 Variation of Mortgage 430867 - 15.9.1983 at 10.32 am

704696/2 Mortgage to the Rural Banking and Finance Corporation New Zealand - 15.6.1988 at 10.46am

A.L.R.

A.L.R.

607942 Compensation Certificate pursuant to Section 19 of the Compensation Act 1981 - 22.12.1983 at 11.16 am

704696/3 Memorandum of Priority ranking Mortgage 704696/2 as a first mortgage, Mortgage 430867 as a second mortgage, Mortgage 457878 as a third mortgage, Mortgage 539699 as a fourth mortgage and Mortgage 564320/2 as a fifth mortgage - 15.6.1988 at 10.46am

A.L.R.

A.L.R.

612780 Variation of Mortgage 430867 6.4.1984 at 11.02 am

731950 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of L & M Mining Limited for a term of 2 years commencing on 22.7.1989 - 28.6.1991 at 9.20 am See Volume 9D Folio 319

A.L.R.

A.L.R.

618061 Prospecting Licence under the Mining Act 1971 affecting part of the within land in favour of L & M Mining Limited for a term of 3 years commencing 6.7.1984 - 6.7.1987 at 11.06 am See Volume 9D Folio 87

A.L.R.

649910 Transfer of a 1/10th share Robert William Brown to Sandra Louise Brown of Ben Nevis, Married Woman, Hugh Aaron Radford of Queenstown, Farmer, Alastair David Stark of Clyde Chartered Accountant and Roger Norman Macassey of Dunedin, Solicitor - 24.1.1986 at 9.10am

A.L.R.

A.L.R.

689349 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 21.10.1987 at 2.49pm

761728 Certificate of Renewal of Prospecting Licence 9D/246 for a further period of 2 years to 17.5.1992 - 27.8.1990 at 9.08am

A.L.R.

A.L.R.

690198 Certificate of Renewal of Prospecting Licence 9D/87 for a further period of 2 years to 5.7.1990 - 5.11.1987 at 9.03 am

783937 Renewal of Prospecting Licence 9D/240 held by L and M Mining Limited for a further term of 2 years to the 12th of April 1993 - 22.7.1991 at 9.07am

A.L.R.

A.L.R.

CT A2 15

791189 Renewal of Prospecting Licence 9D/319 held by M. Mining Limited for a further term of 2 years to the 21st of July 1993 - 29.10.1991 at 9.29am

[Signature]
A.L.R.

937706.7 Memorandum varying the covenants, conditions and restrictions contained in the within lease

937706.9 Transfer to Lakeland Heights Limited

All 8.10.1997 at 9.04

[Signature]
for DLR

851234/2 Mortgage to Allan & Co Nominee Limited - 15.3.1994 at 10.14am

DISCHARGED
8 OCT 1997
[Signature]
A.L.R.

[Signature]
A.L.R.

970646.2 Certificate under Section 113 Iard Act 1948 incorporating part Section 1 and part Run 345B Block 1 Nevis Survey District (27.952ha) into the within lease 1.7.1999 at 9.43

[Signature]
for RGL

851234/3 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 15.3.1994 at 10.14am

DISCHARGED
15 OCT 1997
[Signature]
A.L.R.

[Signature]
A.L.R.

853580 Mortgage to Central Electric Limited - 19.4.1994 at 10.08am

DISCHARGED
19 OCT 1997
[Signature]
A.L.R.

A.L.R.

857938 Caveat to Central Electric Limited entered 19.8.1994 at 11.58am

[Signature]
A.L.R.

888963 Memorandum renewing the term of the within lease for a further period of 33 years commencing on the 1.7.1992 and fixing (for the first 11 years) the annual rental at \$5550.00 calculated on a rental value of \$370,000.00 - 15.8.1995 at 9.13 am

[Signature]
A.L.R.

904243 Mining Licence under the Crown Minerals Act 1991 over part of the within land in favour of DML Mining Limited for a term of six years commencing on 6.3.1996 - 22.3.1996 at 9.13am See Volume 9D Folio 540

[Signature]
A.L.R.



ATTACHMENT 2:

File note on occupancy of cottages on lease.

Note on File.

1) Ken & Anne Adie - Own cottage in Nevis which they use over summer. Have no title and no separate lot shown on survey plans.

58 Boka St

Trinidad

Durdin -

Almost opposite 37

Job n^o: 28441 18600.

03, 4550 987 Home

03 4450 841 Nevis

LV 2000

LV 2600

Area: 4047 sq.

2) Colin Clyde has next block to south.

Durdin Section 16. Beside own cottage but occupies site

3) Russell Brown (Robert's father) holds title L

(Pur.)

land around old sod cottage - (4047 m²)

Section 36, CT 3A/1907.

4) Peter Brown has lot 37, (CT 9A/1270)
May have purchase S. 13A

5) Section 16 used to be owned by Cooper
St Hilda Durdin

Adie: Ken's family lived on property from 1860s until 1954. Ken was brought up on property until 5 yrs old.

Have is the original built late 1800s. Show on original photographs.

Sam Graham owns cottage on 13A. Beside own land but cottage erected about 30 yrs ago.

Above notes from meeting with Adie on 12 January 1988.

ATTACHMENT 3:

Consent for Telecom Easements.

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LAND RESOURCES DIVISION

Our Ref: Po241

Knight Frank House
41-43 Tarbert Street, Alexandra
Telephone: (03) 448 6935
Facsimile: (03) 448 9099

16 April 1996

Kristen Aitken
Works Consultancy Services
Private Bag
DUNEDIN

Dear Kristen

RE: APPROVAL OF RESOURCE CONSENT - BEN NEVIS

Please find attached the signed approval form for the application for Resource Consent for the two telecommunications sites within the Nevis Valley.

Yours faithfully

P H Murray
for Manager, Alexandra
KNIGHT FRANK (NZ) LIMITED

Corporate Offices

Auckland
Wellington
Christchurch
16 Offices Nationwide

International

Australia
Belgium
Botswana
China
France
Germany
Hong Kong
India
Italy
Japan

Malawi
Nigeria
Singapore
Spain
Sweden

Tanzania
United Kingdom
United States
of America
Zimbabwe

Postal Address:

P O Box 27, Alexandra
New Zealand
Knight Frank (NZ) Limited MREINZ
(An LPL Group Company)

INTERNATIONAL PROPERTY CONSULTANTS

RESOURCE MANAGEMENT ACT 1991
CENTRAL OTAGO DISTRICT COUNCIL DISTRICT PLAN

APPROVAL OF THE GRANTING OF A RESOURCE CONSENT

Affected Person

Full Name: *Samuel Dawson Brown*.....
Commissioner of Crown Lands

Address of Affected Property:

Applicant

Full Name: Telccom (NZ) Limited

Address: C/- Works Consultancy Services, Private Bag, Dunedin

Site of Proposed Land Use

Site: Nevis Valley - Ben Nevis and Lower Nevis

Legal Description:

a) Ben Nevis: Part Section 1, Sections 15, 18, Block I, Sections 6, 13A 32 and 35, Block III, Section 16, Block XIII, Runs 345A and 345A and 345B Nevis Survey District

b) Lower Nevis : Part Run 345A Block XIII Nevis Survey District

Description of Proposed Land Use:

To establish two cell sites being:

a) A portacom building, mast and attached antennae.

b) Equipment to be lodged in dwelling, mast and attached antennae to be located adjacent to dwelling

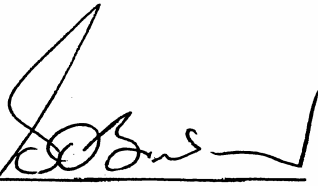
I/We agree that we have viewed the supporting information to be submitted with the Resource Consent application and plans supplied to us by the applicant for the above proposed application and understand that the proposal comprises a discretionary activity in terms of the District Plan.

Knowing the proposal comprises a discretionary activity I/We give my/our approval to the granting of a land use consent to allow the development to proceed. In doing so, I/We understand that the Council cannot take the effects of the development on my/our property into account.

approved/declined
S. D. Brown

S. D. BROWN
COMMISSIONER OF CROWN LANDS
DEPARTMENT OF SURVEY
& LAND INFORMATION
WELLINGTON

1. Name of the person or organization that is the subject of the information
2. Date of the information
3. Name of the person or organization that provided the information
4. Address of the person or organization that provided the information
5. Telephone number of the person or organization that provided the information
6. Name of the person or organization that received the information
7. Date of the information
8. Name of the person or organization that provided the information
9. Address of the person or organization that provided the information
10. Telephone number of the person or organization that provided the information



Owner/Occupier

04 460 0100

Phone

Box 170 Wellington

Joint Owner/Occupier

Address if different from above

Date



Your Reference: Po 241

Our Reference: 5200-D14-B15

Charles Fergusson Building
Bowen Street
Private Box 170
Wellington
New Zealand
Phone: 0-4-473 5022
Fax: 0-4-472 2244

10 April, 1996


The Manager
Knight Frank (NZ) Ltd
Box 27
ALEXANDRA



RESOURCE CONSENT BEN NEVIS HO*107 TELECOM NZ CASE 96/187

The Commissioner of Crown Lands has approved the submission to grant a land use consent as per your recommendation of 2 April 1996. If the Resource Consent is approved by the Central Otago District Council an easement to secure the sites is approved.

The documents have been signed and are returned as requested.


L E Porter
for Commissioner of Crown Lands